

CITY OF CORPUS CHRISTI

MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is between the City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or designee and Texas A & M University – Corpus Christi, a Texas public University, 6300 Ocean Drive, Corpus Christi, Texas (TAMU-CC).

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ARTICLE I – PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many tasks as City and TAMU-CC agree will be performed under the terms and conditions of this Agreement. Each task TAMU-CC performs for City hereunder shall be designated a Task Order. No Task Order shall be binding or enforceable unless and until it has been properly executed by both City and TAMU-CC. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 The TAMU-CC shall provide its Scope of Services, to be included in each Task Order.
- 1.3 Under this Agreement, TAMU-CC will provide services on a Task Order basis for a range of services related to assisting Engineering Services with professional engineering, architecture and construction services related to execution of Capital Improvements Programs. All work will be subject to authorization from City. A detailed Scope of Services and fee estimate will be developed for each task prior to execution of work.
- 1.4 TAMU-CC must comply with City standards, as specified in the UDC or Code of Ordinances, as applicable, throughout the duration of the Project, unless specifically and explicitly excluded from doing so in the approved Task Order.
- 1.5 TAMU-CC must perform tasks and submit deliverables as detailed in each approved Task Order.
- 1.6 TAMU-CC must use reasonable efforts to provide all labor, equipment and transportation necessary to complete all services agreed to in a timely manner throughout the term of the Agreement. Persons retained by TAMU-CC to perform work pursuant to this Agreement shall be employees or sub-consultants/subcontractors of TAMU-CC.

ARTICLE II – COMPENSATION

- 2.1 The Compensation for all services included in this Agreement and in the Scope of Services for this Agreement shall not exceed **\$2,000,000.00**.
- 2.2 The TAMU-CC's fee for each Task Order will be on a lump sum basis with a negotiated not-to-exceed amount. The fees will not exceed those identified and will be full and total compensation for all services outlined in each Task Order.
- 2.3 TAMU-CC shall submit a proposal to the City, which shall be incorporated into this Agreement as **Exhibit B**, subject to approval by the City.
- 2.4 TAMU-CC shall submit a Rate Schedule, shown in **Exhibit B-1**, with their proposal. The rate schedule shall remain confidential pursuant to section 552.104 of the Texas Government Code since release of this information would give advantage to a competitor or bidder. In addition, section 552.110 of the TX Govt. Code protects third party commercial and financial information if release of the information would cause the third party substantial competitive harm.
- 2.5 Monthly invoices will be submitted in accordance with the Payment Request (**Exhibit C**)
- 2.6 The anticipated fee structure under this agreement is as follows:

DESCRIPTION	NOT TO EXCEED AMOUNT
Maximum Contract Amount	\$2,000,000.00

Task 1 – Packery Channel Monitoring Program - Year One	\$257,745.00
Task 2 – TBD	TBD
Task 3 – TBD	TBD
Task 4 – TBD	TBD
Task 5 – TBD	TBD
Task 6 – TBD	TBD

- 2.7 All services shall be performed and the applicable standard of professional care set forth herein.
- 2.8 In the event of any dispute(s) between the parties regarding the amount properly compensable for any Task Order or as final compensation or regarding any amount that may be withheld by City, TAMU-CC shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute.

ARTICLE III – TERM; RENEWALS; TIMES FOR RENDERING SERVICE

- 3.1 This Agreement shall be effective upon the signature of the City Manager or designee and an authorized representative of TAMU-CC.
- 3.2 This Agreement will remain in effect for a period of five years and shall be applicable to Task Orders issued hereunder from the Effective Date of the Agreement until each project under such a Task Order is complete.
- 3.3 The parties may extend or renew this Agreement, with or without changes, by written instrument signed by authorized representatives of both parties establishing a new term.
- 3.4 The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, TAMU-CC will perform services and provide deliverables within a reasonable time.

ARTICLE IV - TERMINATION OF AGREEMENT

4.1 By TAMU-CC:

4.1.1 The City reserves the right to suspend this Agreement at the end of any phase for the convenience of the City by issuing a written and signed Notice of Suspension. TAMU-CC may terminate this Agreement for convenience in the event such suspension extends for a period beyond 120 calendar days by delivering a Notice of Termination to the City.

4.1.2 TAMU-CC may terminate this Agreement for convenience upon seven days written notice to the City at the address of record.

4.1.3 TAMU-CC must follow the Termination Procedure outlined in this Agreement.

4.2 By City:

4.2.1 The City may terminate this Agreement for convenience upon seven days written notice to TAMU-CC at the address of record.

4.2.2 The City may terminate this Agreement for cause upon ten days written notice to TAMU-CC. If TAMU-CC begins, within three days of receipt of such notice, to correct its failure and proceeds to diligently cure such failure within the ten days, the Agreement will not terminate. If TAMU-CC again fails

to perform under this Agreement, the City may terminate the Agreement for cause upon seven days written notice to TAMU-CC with no additional cure period. If the City terminates for cause, the City may reject any and all proposals submitted by TAMU-CC for up to two years.

4.3 Termination Procedure

4.3.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or TAMU-CC takes action to cure a failure to perform under the cure period, TAMU-CC shall immediately begin the phase-out and discontinuance of all services in connection with the performance of this Agreement. Within 30 calendar days after receipt of the Notice of Termination, unless TAMU-CC has successfully cured a failure to perform, TAMU-CC shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

4.3.2 TAMU-CC shall submit all completed and/or partially completed work under this Agreement, including but not limited to specifications, designs, plans and exhibits.

4.3.3 Upon receipt of documents described in the Termination Procedure and absent any reason why City may be compelled to withhold fees, City shall reimburse TAMU-CC for all costs and non-cancellable commitments incurred in the performance of the work under this Agreement up to the date of termination, such reimbursement not to exceed the total amount specified in the terminated Task Order. There will be no compensation for anticipated profits on services not completed.

4.3.4 TAMU-CC acknowledges that City is a public entity and has a duty to document the expenditure of public funds and TAMU-CC shall reasonably cooperate with City's efforts to comply with such duty.

ARTICLE V – RIGHT OF REVIEW AND AUDIT

5.1 TAMU-CC grants City, or its designees, the right to audit, examine or inspect, at City's election, all of TAMU-CC's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. TAMU-CC agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under this Agreement, then such retention period shall extend until final resolution of the dispute.

5.2 "TAMU-CC's records" include any and all information, materials and data of every kind and character generated as a result of the Work under this Agreement. Examples include billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in questions and any and all other agreements, sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

5.3 City agrees that it shall exercise the right to audit, examine or inspect TAMU-CC's records only during TAMU-CC's regular business hours. TAMU-CC agrees to allow City's designee access, upon reasonable advance written notice, to all of TAMU-CC's records deemed reasonably necessary by City or its designee(s), to perform such audit, inspection or examination. TAMU-CC also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

5.4 TAMU-CC shall include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE VI – OWNER REMEDIES

6.1 The City and TAMU-CC agree that in the event the City suffers actual damages as a result of material breach of this Agreement by TAMU-CC, the City may elect to pursue its actual damages and any other remedy allowed by law.

ARTICLE VII – TAMU-CC REMEDIES

7.1 If TAMU-CC is delayed due to uncontrollable circumstances, such as strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond TAMU-CC's reasonable control, then the City shall excuse the failure for the duration of the event and for such a time as is reasonable to enable TAMU-CC to resume performance under this Agreement.

7.2 If TAMU-CC requests a remedy for a condition not specified above, TAMU-CC must file a Claim as provided in this Agreement.

ARTICLE VIII – CLAIMS AND DISPUTE RESOLUTION

8.1 Filing of Claims

8.1.1 Claims arising from the circumstances identified in this Agreement or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim.

8.1.2 Every Claim of TAMU-CC, whether for additional compensation, additional time or other relief, shall be signed and sworn to by a person authorized to bind the TAMU-CC by his/her signature, verifying the truth and accuracy of the Claim.

8.1.3 The responsibility to substantiate a claim rests with the party making the Claim.

8.1.4 Within thirty (30) calendar days of receipt of notice and supporting documentation, City will meet to discuss the request, after which an offer of settlement or a notification of no settlement offer will be sent to TAMU-CC. If TAMU-CC is not satisfied with the proposal presented, TAMU-CC will have thirty (30) calendar days in which to (i) submit additional supporting data requested by the City, (ii) modify the initial request for remedy or (iii) request Alternative Dispute Resolution.

8.2 Alternative Dispute Resolution

8.2.1 All negotiations pursuant to this clause are confidential to the extent allowed by law and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

8.2.2 Before invoking mediation or any other alternative dispute resolution (ADR) process set forth herein, the parties agree that they shall first try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects.

This step shall be a condition precedent to the use of any other ADR process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days after a party delivers a written notice of such dispute, then, subject to Section 8.3, the parties shall proceed with the mediation ADR process contained herein.

8.2.3 Mediation

8.2.3.1 In the event that City or TAMU-CC shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

8.2.3.2 Request for mediation shall be in writing, and shall request that the mediation commence no less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both parties.

8.2.3.3 In the event City and TAMU-CC are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) calendar days of the request for mediation, all conditions precedent in this Article shall be deemed to have occurred.

8.2.3.4 The parties shall share the mediator's fee. Venue for any mediation or lawsuit arising under this Agreement shall be Nueces County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

- 8.3 City shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by City that cannot be resolved in the ordinary course of business. City shall submit written notice of a claim of breach of contract to TAMU-CC's designated official, who will examine City's claim and any counterclaim and negotiate with City in an effort to resolve the claim.
- 8.4 TAMU-CC and City agree that neither party shall be responsible for payment of attorney's fees pursuant to any law or other provision for payment of attorneys' fees. Both Parties expressly waive any claim to attorney's fees should litigation result from any dispute in this Agreement.
- 8.5 **No Waiver of Governmental Immunity. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO WAIVE EITHER PARTY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.**

ARTICLE IX – MISCELLANEOUS PROVISIONS

- 9.1 Use of Local Expertise/ Local Professional Participation. The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy.
- 9.2 Assignability. TAMU-CC will not assign, transfer or delegate any of its obligations or duties in this Agreement to any other person without the prior written consent of the City, except for routine duties delegated to personnel of TAMU-CC staff. If TAMU-CC is a partnership, then in the event of the termination of the partnership, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of TAMU-CC fee may be assigned in advance of receipt by TAMU-CC without written consent of the City.

The City will not pay the fees of expert or technical assistance and TAMU-CCs unless such employment, including the rate of compensation, has been approved in writing by the City.

9.3 Ownership of Intellectual Property.

9.3.1 "Intellectual Property" means know-how, copyrights, patents, trade secrets, ideas, thoughts, concepts, processes, techniques, data, development tools, models, drawings, specifications, prototypes, inventions, software, and other intellectual property.

9.3.2 "Project IP" means all Intellectual Property that is authored or conceived and reduced to practice in the performance of a Task Order.

9.3.3 Ownership of Project IP will be as follows:

9.3.3.1 Title to any Project IP made or conceived solely by TAMU-CC personnel vests in TAMU-CC.

9.3.3.2 Title to any Project IP made or conceived solely by City personnel vests in City.

9.3.3.3 Title to any Project IP made or conceived jointly by personnel of both TAMU-CC and City ("Joint IP") vests jointly in TAMU-CC and City.

9.3.4 In the absence of a written agreement to the contrary, TAMU-CC and City will be independent owners of any corresponding patent rights in any Joint IP under 35 USC §262 with no obligation of accounting to one another.

9.3.5 TAMU-CC grants City an irrevocable, royalty-free, non-transferable, nonexclusive right and license to use, reproduce, display, perform and otherwise practice without restriction any copyrightable materials (technical data, reports, etc.) delivered by TAMU-CC under a Task Order.

9.3.6 Nothing in this Agreement grants either party any rights to any of the other party's Intellectual Property that is not Project IP.

- 9.4 Disclaimer of Warranties. TAMU-CC makes no warranties, express or implied, as to any matter, including, without limitation, warranties as to the conduct, completion, success or particular results of the Project, or the condition, ownership, merchantability, or fitness for a particular purpose of the Project results or any Project IP or that the use of any Project IP or Project results will not infringe any intellectual property right of a third party.
- 9.5 Licensing. TAMU-CC shall be represented by personnel with appropriate licensure, registration and/or certification(s) at meetings of any official nature concerning the Project, including scope meetings, review meetings, pre-bid meetings and preconstruction meetings.
- 9.6 Entire Agreement. This Agreement, including Task Orders, represents the entire and integrated Agreement between City and TAMU-CC and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and TAMU-CC.
- 9.7 Controlling Law. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Nueces County, Texas.
- 9.8 Severability. If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

- 9.9 Conflict Resolution Between Documents. TAMU-CC hereby agrees and acknowledges if anything contained in TAMU-CC-prepared **Exhibit A**, Scope of Services or in any other document prepared by TAMU-CC and included herein, is in conflict with the terms of this Agreement and/or an approved Task Order, this Agreement and/or the Task Order shall take precedence and control to resolve said conflict.

ARTICLE X – INSURANCE REQUIREMENTS

- 10.1 Consultant must not commence work under this Agreement until all required insurance has been obtained, and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- 10.2 Insurance Requirements are shown in **EXHIBIT D**.

CITY OF CORPUS CHRISTI

J.H. Edmonds, P. E. (Date)
Director of Engineering Services

TEXAS A&M-CORPUS CHRISTI

Luis A. Cifuentes (Date) 10.12.16
Vice President Division of Research,
Commercialization and Outreach
6300 Ocean Drive, Unit 5843
Corpus Christi, TX 78412-5843
(361) 825-3881
(361) 825-3920
luis.cifuentes@tamucc.edu

RECOMMENDED

Operating Department (Date)

APPROVED

Office of Management (Date)
and Budget

APPROVED AS TO LEGAL FORM

Assistant City Attorney (Date)
for City Attorney

ATTEST

Rebecca Huerta, City Secretary

Project No. E16336
Accounting Unit: 3278-717
Account: 550950
Activity: E16336013278EXP
Account Category: 50950
Fund Source Name: Packery Channel TIF#2
Encumbrance No. _____

EXHIBIT A
SAMPLE TASK ORDER

This Task Order pertains to a Master Services Agreement for Professional Services by and between City of Corpus Christi, Texas (City) and "Company Name" (TAMU-CC) dated _____, 2016 (Agreement). TAMU-CC shall perform services on the project described below as provided in this Task Order and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NO.: _____

PROJECT NAME: _____

1. PROJECT DESCRIPTION

2. SCOPE OF SERVICES

3. COMPENSATION

This Task Order is approved and TAMU-CC may proceed. All other terms and conditions of the Agreement remain in full force and effect.

CITY OF CORPUS CHRISTI

TEXAS A&M – CORPUS CHRISTI

J.H. Edmonds, P. E. (Date)
Director of Engineering Services

Luis A. Cifuentes (Date)
Vice President Division of Research,
Commercialization and Outreach
6300 Ocean Drive, Unit 5843
Corpus Christi, TX 78412-5843
(361) 825-3881
(361) 825-3920
luis.cifuentes@tamucc.edu

RECOMMENDED

Operating Department (Date)

**Packery Channel Monitoring Program
Proposed Effort Year 1 of 5**

Summary and Cost Estimate

September 2, 2016

**Submitted to:
The City of Corpus Christi**

**Submitted by:
Deidre D. Williams
The Conrad Blucher Institute for Surveying and Science
Packery Channel Monitoring Program**

Purpose

To continue to support the City of Corpus Christi's vested interest in the inlet, beach (Mustang and North Padre Island), and sensitive habitat that comprise the Packery Channel System. This program supports the City of Corpus Christi's pro-active approach to research-based management of this system.

The monitoring program consists of three (3) monitoring events to document the seasonal changes in shoaling and scour in the channel as well as erosion/accretion and shoreline recession/advance along the adjacent beaches. This information is then applied to guide the City in planning toward management of cyclic dredging and beach nourishment. Each year the following surveys will be conducted:

1. Winter Seasonal Survey (Feb/Mar)
Documents seasonal period of reduction in shoaling and channel recovery
Corresponds to completion of Maintenance Dredge
2. Annual (Summer) Survey and Assessment of Performance (Sept/Oct)
Documents spring/summer shoal building in Entrance Channel
Corresponds to completion of channel construction
3. Spring Transition Survey (Jul)
Documents peak period of channel shoaling

The seasonal surveys provide information toward guidance as related to the following management concerns:

- Pre and post-dredge/nourishment monitoring (Post-surveys in progress)
- Future dredge planning and support (In progress)
- Navigation safety and placement of aids to navigation (As needed)
- Beach nourishment planning and support (In progress)
- Maintain beach monitoring program in order to qualify for CEPRA funding (Ongoing)
- Sensitive habitat management at the Mollie Beattie Coastal Habitat Community (MBCHC) (Annual)

- Maintain beach monitoring program in order to qualify for FEMA reimbursement documentation of status and active monitoring program (Annual)
- Data acquisition made available for application to structural stability assessment of coastal structures: jetties, revetment, bridge reinforcement (Ongoing)
- Public awareness and community education/outreach (Ongoing)
- Support and collaboration on vicinity coastal projects and concerns (As needed)

Focus of Monitoring Year 2016/2017

- Assessment of rate of shoaling and guidance of dredge planning or deferment based on seasonal surveys (Dredge anticipated in 2018-2019)
- Assessment of accretion adjacent to inlet as related to sediment transport into the channel mouth
- Identification of navigation hazards and unanticipated shoaling and scour in newly identified areas
- Assessment of erosion of beach fronting the NPI Seawall and coordination with dredging schedule for re-nourishment

Background

- Monitoring began in August 2003, prior to construction (originally funded by Galveston District, USACE and the Coastal Hydraulics Laboratory, Coastal Inlets Research Program).
- Inlet opened during Hurricane Emily (July 2005), one year prior to completion of construction (October 2006).
- Sponsorship of monitoring transferred to the City of Corpus Christi (2008 to present).
- Limited dredge in Deposition Basin at ramp to facilitate boat entry (Jan 2010).
- Notice to Mariners issued regarding elevation of Entrance Shoal (Sep 2010).
- Dredge (#1) of channel from Deposition Basin to Entrance Channel to within 550 ft of the channel mouth (completed March 2012). Total pay volume was 190,757 cu yd (HDR). Completion of dredge was deferred to Winter 2012/2013.
- Dredge (#2) of Inner Entrance Channel and Entrance Channel completed to within 550 ft of channel mouth (completed March 2013). Total volume was $\approx$ 48,757 cu yd. Remaining 550 ft of Entrance Channel shoal was not removed.
- Notice to Mariners issued regarding elevation of Entrance Channel Shoal (Jul 2014).
- No peak in shoaling identified and limited potential for navigation interruption in primary channel from Nov 2014 to Jul 2016.

Ongoing Contribution of Program

- Program supports pro-active system management by the City of Corpus Christi and functions as established monitoring program as applied to submissions for FEMA and CEPRA support.
- Analysis has supported decision to defer dredging, originally predicted at an interval of every two-three years, to five years from channel completion.
- Analysis has identified need (shoaling) for placement of aids to navigation.

- Seasonal survey data identified need for initiation of Notice to Mariners during September 2010 and July 2014 due to shoaling and potential of limited navigation at the channel mouth.
- Data and analysis applied to request FEMA reimbursement after Hurricane Ike.
- Data and analysis document measured seasonal condition of shoaling (as opposed visual interpretation often reported by community).
- Data and analysis applied to assess maintenance post-Dredge#1 (Phase 1) 2011/2012 condition for recommendation of post-maintenance Dredge#1 (Phase 2) (2012/2013).
- Monitoring of nourishment fronting seawall for vehicular access concerns and bollard placement.
- Analysis and guidance to support alternative dredge/nourishment funding sources such as CEPRA grants initiating in 2015.
- Two proposals for grants for supplementary funding toward surveys were submitted during 2015 and 2016 (RESTORE)

Benefits of Seasonal Surveys to Inlet/Beach Management

- Monitor persistence of bypass bar and increased nearshore shoaling near channel mouth as related to potential ebb shoal formation.
- Quantify post-dredge channel shoaling and scour and identify changes in trends.
- Quantify change in post-nourishment beach width and volume along seawall in preparation for re-nourishment
- Seasonal monitoring of shoaling allows for adequate warning of navigation limitation and supports emergency dredge implementation or placement of navigation aids.
- Beach profile and shoreline surveys continue to track changes in beach width for planning beach nourishment and/or restriction of vehicular access.
- Inland channel surveys track changes in bank expansion that could impact protected habitat, residential property, and Nueces County Park boundaries.

Monitoring Program Tasks

The proposed effort will provide for the monitoring of Packery Channel commencing in 2016/2017 through 2021/2022 (5 Years). In an effort to reduce City staff effort and to reduce overhead costs the monitoring program will shift from annual amendment format to a 5-year contract mechanism. This will allow work to proceed without interruption. The Monitoring Task (Task 1) is divided into five (5) sub-tasks which include the now standard seasonal surveys as well as an event category that allows for unanticipated survey needs such as post-storm and other surveys/assessments that are related to the Packery Channel system and surrounding area as directed by City staff. The Tasks that are outlined below follow the successful monitoring program implemented from 2008 to 2016. Each survey is conducted at the end of each season to best represent the maximum change in sediment transport. This provides for documentation of peak periods of erosion/accretion (beach) and shoaling/scour (channel). The estimated budgetcosts for

Year 1 represent a streamlined cost that was adjusted based on the request of both the ISAC and City Council during 2015.

Task 1. Seasonal and Event Monitoring

- **Winter Seasonal Survey (Feb/Mar)**
Estimated Cost Year 1: \$ \$94,516
- **Spring Survey (Jun/Jul)**
Estimated Cost Year 1: \$58,627
- **Summer Survey (Sep/Oct)**
Estimated Cost Year 1: \$104,602
- **Event (Post-Storm, engineering support)**
Estimated Maximum Cost YEAR: \$ 75,886
 - Post-Storm Survey Assessments
 - Engineering support surveys (dredge, canal development)
 - Additional surveys as directed by City of Corpus Christi

Estimated Cost Task 1 (Winter, Spring and Summer Seasonal Surveys):
\$257,745

Estimated Total Project Cost (Task 1 + Event Activities):
\$ 333,631

EXHIBIT B-1

CONFIDENTIAL RATE SCHEDULE

Rate sheets are confidential pursuant to **section 552.104 of the Texas Government Code** since release of this information would give advantage to a competitor or bidder. In addition, **section 552.110 of the TX Govt. Code** protects third party commercial and financial information if release of the information would cause the third party substantial competitive harm.

DOCUMENTATION OF PROVISIONAL / OVERHEAD RATES: Overhead rate documentation has been provided to the City of Corpus Christi and was utilized in reviewing and approving the loaded hourly rates below.

PRINCIPAL(S):	HOURLY RATE (\$/hr)	TX REGISTRATION #:
Project Manager:		
CAD Technician:		
Clerical:		
Other – specify:		
SUBCONSULTANTS(S):		
(firm)		
Principal(s):		
Project Manager		
CAD Technician:		
Clerical		
Other – specify:		

Add additional subconsultants as needed.

PROJECT NAME
Project No. EXXXXX
Invoice No. 12345
Invoice Date:

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
Basic Services:								
Preliminary Phase	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Design Phase	0	0	0	0	\$0	0	0	0%
Bid Phase	0	0	0	0	0	0	0	0%
Report Phase	0	0	0	0	0	0	0	0%
Construction Phase	0	0	0	0	0	0	0	0%
Subtotal Basic Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Additional Services:								
Permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Warranty Phase	0	0	0	0	0	0	0	0%
Inspection	0	0	0	0	0	0	0	0%
Platting Survey	0	0	0	0	0	0	0	0%
Reporting	0	0	0	0	0	0	0	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	0	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Summary of Fees								
Basic Services Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Additional Services Fees	0	0	0	0	0	0	0	0%
Total of Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%

EXHIBIT D

Insurance Requirements

Geotechnical and Construction Materials Testing Contracts

1.1 Consultant must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.

1.2 Consultant must furnish to the Director of Engineering Services with the signed agreement a copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim If claims made policy, retro date must be prior to inception of agreement, have

	extended reporting period provisions and identify any limitations regarding who is insured.
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1.3 In the event of accidents of any kind related to this agreement, Consultant must furnish the City with copies of all reports of any accidents within 10 days of the accident.

1.4 Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII. **Consultant is required to provide City with renewal Certificates.**

1.5 Consultant shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Engineering Services
P.O. Box 9277
Corpus Christi, TX 78469-9277

1.6 **Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

1.6.1 List the City and its officers, officials, employees and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City with the exception of the professional liability/Errors & Omissions policy;

1.6.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

1.6.3 Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

1.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

1.8 In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

1.9 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this agreement.

1.10 It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.

1.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.