

## PROFESSIONAL SERVICE AGREEMENT NO. 4635

### MASTER PLAN FOR THE CORPUS CHRISTI MUNICIPAL MARINA

THIS **Master Plan for the Corpus Christi Municipal Marina Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and LA Stone, L.L.C. ("Consultant"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Consultant has agreed to provide professional consulting services to evaluate the possible renovation and/or expansion of the City's Municipal Marina.

NOW, THEREFORE, City and Consultant agree as follows:

- 1. Scope.** Consultant shall provide a Master Plan for the Corpus Christi Municipal Marina in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 2. Term.** This Agreement is for six months. The parties may mutually extend the term of this Agreement, provided, an Amendment to extend is executed by both parties.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$266,000.00 subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period. Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
P. O. Box 9277  
Corpus Christi, Texas 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this

Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Jonathan Atwood, Marina Manager  
Corpus Christi Municipal Marina  
361-826-3980  
[JonathanA2@cctexas.com](mailto:JonathanA2@cctexas.com)

**5. Insurance; License.**

(A) Before performance can begin under this Agreement, the Consultant must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) Prior to beginning work, Consultant must provide evidence of any valid professional license necessary for the performance of the work under this Agreement.

**6. Standard of Care.** Consultant warrants that all Services shall be performed in accordance with the standard of care used by similarly situated Consultants performing similar services under the same professional license.

**7. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

**8. Independent Contractor; Release.**

(A) In performing this Agreement, both the City and Consultant shall act in an individual capacity and not as agents, representatives, employees, employers, partners, joint venturers, or associates of one another. Consultant shall perform all professional services as an independent contractor and shall furnish such Services in his own manner and method, and under no circumstance or condition shall an employee, agent, or representative of either party be considered or construed to be an employee, agent, or representative of the other party.

(B) As an independent contractor, no workers' compensation insurance shall be obtained by City covering the Consultant and employees of the Consultant. The Consultant shall comply with any and all workers' compensation laws pertaining to the Consultant and employees of the Consultant.

- 9. Subcontractors.** Consultant may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Consultant must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Consultant is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Consultant. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Consultant and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 10. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 11. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 12. Taxes.** The Consultant covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 13. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Jonathan Atwood, Marina Manager  
400 A North Shoreline  
Corpus Christi, TX 78401

**IF TO CONSULTANT:**

LA Stone, L.L.C.  
c/o EDSA, Inc.  
Attn: Doug Smith, Principal  
1512 East Broward Boulevard, Suite 110  
Fort Lauderdale, Florida 33301

**14. Consultant shall fully indemnify, hold harmless and defend the City of Corpus Christi and its officers, employees and agents (“indemnitees”) from and against any and all liability, loss, claims, demands, suits, and causes of action of whatever nature, character, or description on account of personal injuries, property loss, or damage, or any other kind of injury, loss, or damage, including all expenses of litigation, court costs, attorneys’ fees and expert witness fees, which arise or are claimed to arise out of or in connection with a breach of this Agreement or the performance of this Agreement by the Consultant or results from the negligent act, omission, misconduct, or fault of the Consultant or its employees or agents. Consultant must, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon with counsel satisfactory to the City Attorney, and pay all reasonable charges of attorneys and all other costs and expenses of any kind arising or resulting from any said liability, damage, loss, claims, demands, suits, or actions. The indemnification obligations of Consultant under this section shall survive the expiration or earlier termination of this Agreement.**

**15. Termination.**

(A) The City Manager may terminate this Agreement for Consultant's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Consultant written notice of the breach and set out a reasonable opportunity to cure. If the Consultant has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Consultant. The City Manager may also terminate this Agreement upon 24 hours written notice to the Consultant for failure to pay or provide proof of payment of taxes as set out in this Agreement.

**16. Assignment.** No assignment of this Agreement by the Consultant, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Consultant is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

- 17. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 18. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding all attachments and exhibits);
  - B. its attachments; then,
  - C. its exhibits, if any.
- 19. Certificate of Interested Parties.** Consultant agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement, if required to do so by law.
- 20. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 21. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties

**(SIGNATURE PAGE FOLLOWS)**



## **ATTACHMENT A: SCOPE OF WORK**

### **Overview:**

Corpus Christi is a coastal city located on the Southern coast of Texas. It is the 59th largest city in the United States, the 8th largest in Texas and 3rd largest port in total tonnage in the nation. Corpus Christi ranks number 53 on the Tourism Sentiment Index's top 100 most-loved places to visit in the world. Attracting over 5 million visitors a year, the Marina serves as the city's premiere feature of the Bayfront, and consist of three landmasses, two T- Heads (People and Lawrence) and one L-Head (Coopers).

### **Project Description and Task List:**

The marina has over 500 slips that are leased to short- and long-term tenants from across the U.S. and is home to 20 full time liveaboard tenants. It is the center of major events and holiday activities like the Buc Days Airshow, world class sailing regattas, 4<sup>th</sup> of July Fireworks, and the lighted boat parade. The marina was built in the 1940s and has continually evolved for the last 80 years with little thought towards long term planning for each landmass or connectivity to downtown and McGee Beach. This Master Plan will need to consider the overall accessibility/connectivity to downtown and between each landmass, safety of pedestrians, landscaping/hardscape, event/activity areas, future development sites, and all necessary aspects of tying the marina together in a cohesive "master planned" solution that will provide the best overall experience for visitors and marina tenants.

### **Scope of Services:**

#### **Schematic Design Phase:**

The selected firm will review existing condition surveys provided by the City and will review laws, codes, and regulations applicable to our design services.

The selected firm will evaluate initial project information, each in terms of the other, to ascertain the requirements of the Project. They will thus notify the City of Corpus Christi of any inconsistencies discovered in the information and other information that may be reasonably needed for the project. They will thus reach an understanding with the City of Corpus Christi regarding the requirements of the Project.

Based on the Project's requirements agreed upon with the City of Corpus Christi, the selected firm will prepare and present for the City's approval the Schematic Design package illustrating the scale and relationship of the Project site and overall Schematic Design Concept.

**Tasks:**

Confirm, evaluate, and field-verify existing site conditions. [City of Corpus Christi will provide record information and data as available from existing files.]

- Review previously developed sketches, designs and/or building program documents provided by City of Corpus Christi.
- Attend and conduct stake holder meetings [Stake holder participants to be determined by the City of Corpus Christi]
- Provide up to five Public Presentations [Location and Audience to be determined by City of Corpus Christi]
- Jointly develop project scope and identify project budget and potential phasing opportunities.
- Provide a conceptual design with, short-, medium-, and long-term development plans for the future of the marina landmasses. Including pedestrian connectivity between the marina and downtown, event/activity areas, landscaping/hardscape, parking, and future development sites.
- Assimilate all review comments, modifications, additions / deletions and proceed to next phase, upon Notice to Proceed, should the City wish to proceed with further development of the project.

**Schematic Design Deliverables:**

- Stake Holder Design Meetings & Public Presentations
  - Inclusive & Comprehensive Community outreach
  - Marina Advisory Committee outreach
  - Visit Corpus Christi outreach
  - Meetings with City Leadership
- Provide Executive Summary
- Landscaping Schematic Design of Master Plan
- Exterior Colored Renderings (8 Exterior Perspectives, 1 – 30 second Animation), Update renderings on any changes after recommendation

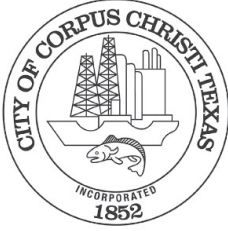


**Schematic Design City Deliverables:**

- Design Concepts for the City Marina

**Schedule:** (Anticipates Notice to Proceed Spring of 2023)

1. Schematic Design Phase Submittal Due	TBD
2. City Schematic Design Review	TBD



**CITY OF CORPUS CHRISTI**  
**Pricing Form**  
**CONTRACTS AND PROCUREMENT**

**RFP NO. 4635**  
**MASTER PLAN FOR THE CORPUS CHRISTI MUNICIPAL MARINA**

PAGE 1 OF 2

**DATE:** 03/21/20231

Doug Smith

**PROPOSER**

  
**AUTHORIZED SIGNATURE**

1. Refer to “Instructions to Proposers” and Contract Terms and Conditions before completing proposal.
2. Provide your best price for each item.
3. In submitting this proposal, Proposer certifies that:
  - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
  - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City’s Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
  - c. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing.

DESCRIPTION	QTY	UNIT	TOTAL PRICE
Consulting Services for a Master Plan for the Corpus Christi Municipal Marina	6 Months	Lump Sum	\$266,000*

\*The above noted lump sum fee includes expenses based on the following assumptions:

- 3 trips to Corpus Christi during the six month project duration. Each trip is assumed to be 2.5 - 3.0 days, with 4 persons of the consulting team attending.

\*The above noted lump sum fee does NOT include the cost of Computer Generated Imagery (CGI). Requested CGI’s will be provided based on the following costs:

- Exterior Color Perspectives = \$5,000 per view
- Animation = \$750 per second

## ATTACHMENT C – INSURANCE REQUIREMENTS

### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer a copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim (Defense costs not included in face value of the policy) If claims made policy, retro date must be at or prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.

- C. In the event of accidents of any kind related to this contract, Contractor shall furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

### II. ADDITIONAL REQUIREMENTS

- A. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor'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 at least A- with a Financial Size Category of Class VII or higher.
- B. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi  
 Attn: Risk Manager  
 P.O. Box 9277  
 Corpus Christi, TX 78469-9277

- C. Certificate of insurance shall specify that at least 30 calendar days advance written notice will be provided to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- D. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.
- E. In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- F. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- G. Contractor'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 contract.
- H. The insurance required is in addition to and separate from any other obligation contained in this contract.

2021 Insurance Requirements

Ins. Req. Exhibit **3-H**

Professional Services - Other Professional Services

05/10/2021 Risk Management – Legal Dept.