

SERVICE AGREEMENT NO. 3083
CONTRACT FOR PROFESSIONAL SERVICES

FOR PROJECT: MASTER PLANNING AND IMPACT FEE STUDY

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 (Director) and Pape-Dawson Consulting Engineers, Inc. 2000 NW Loop 410, San Antonio, Texas 785213 (Consultant), hereby agree as follows:

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE I – SCOPE OF SERVICES		2
ARTICLE II – QUALITY CONTROL		3
ARTICLE III – COMPENSATION		3
ARTICLE IV – TIME AND PERIOD OF SERVICE		4
ARTICLE V – OPINIONS OF COST		5
ARTICLE VI – INSURANCE REQUIREMENTS.....		5
ARTICLE VII – INDEMNIFICATION.....		5
ARTICLE VIII – TERMINATION OF AGREEMENT		6
ARTICLE IX – RIGHT OF REVIEW AND AUDIT		7
ARTICLE X – OWNER REMEDIES		7
ARTICLE XI – CONSULTANT REMEDIES.....		8
ARTICLE XII – CLAIMS AND DISPUTE RESOLUTION		8
ARTICLE XIII – MISCELLANEOUS PROVISIONS		10

ARTICLE I – SCOPE OF SERVICES

1.1 City and Consultant agree that the services provided are properly described in the Scope of Services, which is incorporated herein and attached to this Agreement as Exhibit A. The Scope of Services shall include all associated services required for Consultant to provide such Services, pursuant to this Agreement, and any and all Services that would normally be required by law or common due diligence in accordance with the standard of care defined in Article XIII of this Agreement. The approved Scope of Services defines the services to be performed by Consultant under this Agreement. Consultant will perform the Services in accordance with Exhibit A and with Consultant's response to the Request for Qualifications related to this project, which response is incorporated by reference into this Agreement as if set out here in its entirety.

1.2 Consultant shall follow City Codes and Standards effective at the time of the execution of the contract. At review milestones, the Consultant and City will review the progress of the plans to ensure that City Codes and Standards are followed unless specifically and explicitly excluded from doing so in the approved Scope of Services attached as **Exhibit A**. A request made by either party to deviate from City standards after the contract is executed must be in writing.

1.3 Consultant shall provide labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Agreement. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subconsultants of Consultant. Upon request, Consultant must provide City with a list of all subconsultants that includes the services performed by subconsultant and the % of work performed by subconsultant (in dollars). Changes in Consultant's proposed team as specified in the SOQ or Scope of Services must be agreed to by the City in writing.

1.4 Consultant shall not begin work on any phase/task authorized under this Agreement until they are briefed on the scope of the Project and are notified in writing to proceed. If the scope of the Project changes, either Consultant or City may request a review of the changes with an appropriate adjustment in compensation.

1.5 Consultant will provide monthly status updates (project progress or delays) in the format requested by the City with each monthly invoice.

1.6 For design services, Consultant agrees to render the professional services necessary for the advancement of the Project through Final Completion of the Construction Contract. Consultant acknowledges and accepts its responsibilities, as defined and described in City's General Conditions for Construction Contracts, excerpt attached as **Exhibit D**.

1.6.1 The Consultant agrees to serve as the City's Designer as defined in the General Conditions and will consult and advise the City on matters related to the Consultant's Scope of Services during the performance of the Consultant's services.

1.6.2 The Consultant agrees to prepare plans, specification, bid and contract documents and to analyze bids and evaluate the documents submitted by bidders.

1.6.3 The Consultant agrees to assist the City in evaluating the qualifications of the prospective contractors, subcontractors and suppliers.

1.7 For projects that require subsurface utility investigation:

1.7.1 The Consultant agrees to prepare and submit to the City prior to the 60% submittal a signed and sealed report identifying all utilities within the project area at the Quality Level specified in **Exhibits A and A-1**. It is assumed that all utilities will be identified using Quality Level A exploratory excavation unless stated otherwise.

1.7.2 Utilities that should be identified include but are not limited to utilities owned by the City, local franchises, electric companies, communication companies, private pipeline companies and 3rd party owners/operators.

1.8 For project with potential utility conflicts:

1.8.1 The Consultant agrees to coordinate the verification and resolution of all potential utility conflicts.

1.8.2 The Consultant agrees to prepare and submit a monthly Utility Coordination Matrix to the City.

1.9 The Consultant agrees to complete the Scope of Services in accordance with the approved project schedule and budget as defined in **Exhibit A**, including completing the work in phases defined therein.

ARTICLE II – QUALITY CONTROL

2.1 The Consultant agrees to perform quality assurance-quality control/constructability reviews (QCP Review). The City reserves the right to retain a separate consultant to perform additional QCP services for the City.

2.2 The Consultant will perform QCP Reviews at intervals during the Project to ensure deliverables satisfy applicable industry quality standards and meet the requirements of the Project scope. Based on the findings of the QCP Review, the Consultant must reconcile the Project Scope and the Opinion of Probable Cost (OPC), as needed.

2.3 Final construction documents that do not meet City standards in effect at the time of the execution of this Agreement may be rejected. If final construction documents are found not to be in compliance with this Agreement, Consultant will not be compensated for having to resubmit documents.

ARTICLE III – COMPENSATION

3.1 The Compensation for all services (Basic and Additional) included in this Agreement and in the Scope of Services for this Agreement shall not exceed **\$2,289,700.00**

3.2 The Consultant's fee will be on a lump sum or time and materials (T&M) basis as detailed in **Exhibit A** and will be full and total compensation for all services and for all expenses incurred in performing these services. Consultant shall submit a Rate Schedule with their proposal.

3.3 The Consultant agrees to complete the Scope of Services in accordance with the approved project schedule and budget as defined in **Exhibit A**, including completing the work in phases defined therein.

3.4 The Director of Engineering Services may request the Consultant to undertake additional services or tasks provided that no increase in fee is required. Services or tasks requiring an increase of fee will be mutually agreed and evidenced in writing as an amendment to this contract. Consultant shall notify the City within three (3) days of notice if tasks requested requires an additional fee.

3.5 Monthly invoices will be submitted in accordance with the Payment Request as shown in **Exhibit B**. Each invoice will include the Consultant's estimate of the proportion of the contracted services completed at the time of billing. For work performed on a T&M Basis, the invoice shall include documentation that shows who worked on the Project, the number of hours that each individual worked, the applicable rates from the Rate Schedule and any reimbursable expenses associated with the work. City will make prompt monthly payments in response to Consultant's monthly invoices in compliance with the Texas Prompt Payment Act.

3.6 Principals may only bill at the agreed hourly rate for Principals (as defined in the Rate Schedule) when acting in that capacity. Principals acting in the capacity of staff must bill at applicable staff rates.

3.7 Consultant certifies that title to all services covered by a Payment Request shall pass to City no later than the time of payment. Consultant further certifies that, upon submittal of a Payment Request, all services for which Payment Requests have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. **Consultant shall indemnify and hold City harmless from any liens, claims, security interests or encumbrances filed by anyone claiming by, through or under the items covered by payments made by City to Consultant.**

3.8 The final payment due hereunder shall not be paid until all reports, data and documents have been submitted, received, accepted and approved by City. Final billing shall indicate "Final Bill – no additional compensation is due to Consultant."

3.9 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Consultant is responsible, because of:

3.9.1 delays in the performance of Consultant's work;

3.9.2 failure of Consultant to make payments to subconsultants or vendors for labor, materials or equipment;

3.9.3 damage to City; or

3.9.4 persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement.

3.10 When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld shall be made within 30 days. City shall not be deemed in default by reason of withholding compensation as provided under this Agreement.

3.11 In the event of any dispute(s) between the Parties regarding the amount properly compensable for any phase or as final compensation or regarding any amount that may be withheld by City, Consultant 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. In the event Consultant does not initiate and follow the claims procedures as required by the terms of this Agreement, any such claim shall be waived.

3.12 Request of final compensation by Consultant shall constitute a waiver of claims except those previously made in writing and identified by Consultant as unsettled at the time of final Payment Request.

3.13 All funding obligations of the City under this Agreement are subject to the appropriation of funds in its annual budget. The City may direct the Consultant to suspend work pending receipt and appropriation of funds. The right to suspend work under this provision does not relieve the City of its obligation to make payments in accordance with section 3.5 above for services provided up to the date of suspension.

ARTICLE IV – TIME AND PERIOD OF SERVICE

4.1 This Agreement shall be effective upon the signature of the City Manager or designee (Effective Date).

4.2 The term of this Agreement will be for a period of **three years** beginning on the effective date, unless extended by authority of the City Manager or designee.

4.3 The Consultant agrees to begin work on those authorized Services for this contract upon receipt of the Notice to Proceed from the Contracts and Procurement Department. Work will not begin on any phase or any Additional Services until requested in writing by the Consultant and written authorization is provided by the Director of Engineering Services.

4.4 Time is of the essence for this Agreement. Consultant shall perform and complete its obligations under this Agreement in a prompt and continuous manner so as to not delay the Work for the Project, in accordance with the schedules approved by City. The Consultant and City are aware that many factors may affect the Consultant's ability to complete the services to be provided under this agreement. The Consultant must notify the City within ten business days of becoming aware of a factor that may affect the Consultant's ability to complete the services hereunder.

4.5 City shall perform its obligations of review and approval in a prompt and continuous manner so as to not delay the project.

4.6 This Agreement shall remain in force for a period which may reasonably be required for completion of the Project, including any extra work and any required extensions thereto, unless terminated as provided for in this Agreement. For construction design services, "completion of the Project" refers to acceptance by the City of the construction phase of the Project, i.e., Final Completion.

ARTICLE V – OPINIONS OF COST

5.1 The Opinion of Probable Cost (OPC) is computed by the Consultant and includes the total cost for construction of the Project.

5.2 The OPC does not include the cost of the land, rights-of-way or other costs which are the responsibility of the City.

5.3 Since Consultant has no control over a construction contractor's cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant's opinions of probable Project Cost or Construction Cost provided herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a design professional familiar with the construction industry, but Consultant cannot and does not guarantee proposals, bids or the construction cost shall not vary from the OPC prepared by Consultant.

ARTICLE VI – INSURANCE REQUIREMENTS

6.1 Consultant must not commence work under this Agreement until all insurance required 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.

6.2 Insurance Requirements are shown in **EXHIBIT C**.

ARTICLE VII – INDEMNIFICATION

Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control ("Indemnitee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the

extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by Consultant or its agent, Consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This indemnification does not apply to any liability resulting from the negligent acts or omissions of the City or its employees, to the extent of such negligence.

Consultant shall defend Indemnitee, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee, the Consultant shall reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability.

Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

ARTICLE VIII – TERMINATION OF AGREEMENT

8.1 By Consultant:

8.1.1 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. The Consultant 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.

8.1.2 The Consultant must follow the Termination Procedure outlined in this Agreement.

8.2 By City:

8.2.1 The City may terminate this agreement for convenience upon seven days written notice to the Consultant at the address of record.

8.2.2 The City may terminate this agreement for cause upon ten days written notice to the Consultant. If Consultant 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 the Consultant again fails to perform under this agreement, the City may terminate the agreement for cause upon seven days written notice to the Consultant with no additional cure period. If the City terminates for cause, the City may reject any and all proposals submitted by Consultant for up to two years.

8.3 Termination Procedure

8.3.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant takes action to cure a failure to perform under the cure period, Consultant 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 Consultant has successfully cured a failure to perform, Consultant 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.

8.3.2 Consultant shall submit all completed and/or partially completed work under this Agreement, including but not limited to specifications, designs, plans and exhibits.

8.3.3 Upon receipt of documents described in the Termination Procedure and absent any reason why City may be compelled to withhold fees, Consultant will be compensated for its services based upon a Time & Materials calculation or Consultant and City's estimate of the proportion of the total services actually completed at the time of termination. There will be no compensation for anticipated profits on services not completed.

8.3.4 Consultant acknowledges that City is a public entity and has a duty to document the expenditure of public funds. The failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement.

ARTICLE IX – RIGHT OF REVIEW AND AUDIT

9.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant'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. Consultant agrees to retain its records for a minimum of four 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.

9.2 Consultant's records include any and all information, materials and data of every kind and character generated as a result of and relevant to the Work under this Agreement (Consultant's Records). 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, and any and all other agreements, sources of information and matters that may, in City's and Consultant's reasonable judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

9.3 City agrees that it shall exercise the right to audit, examine or inspect Consultant's Records only during Consultant's regular business hours. Consultant agrees to allow City's designee access to all of Consultant's Records, Consultant's facilities and Consultant's current employees, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

9.4 Consultant shall include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE X – OWNER REMEDIES

10.1 The City and Consultant agree that in the event the City suffers actual damages, the City may elect to pursue its actual damages and any other remedy allowed by law. This includes but is not limited to:

10.1.1 Failure of the Consultant to make adequate progress and endanger timely and successful completion of the Project, which includes failure of subconsultants to meet contractual obligations;

10.1.2 Failure of the Consultant to design in compliance with the laws of the City, State and/or federal governments, such that subsequent compliance costs exceed expenditures that would have been involved had services been properly executed by the Consultant.

10.1.3 Losses are incurred because of errors and/or omissions in the design, working drawings, specifications or other documents prepared by the Consultant to the extent that the financial losses are greater than the City would have originally paid had there not been errors and/or omissions in the documents.

10.2 When the City incurs non-value added work costs for change orders due to design errors and/or omissions, the City will send the Consultant a letter that includes:

- (1) Summary of facts with supporting documentation;
- (2) Instructions for Consultant to revise design documents, if appropriate, at Consultant's expense;
- (3) Calculation of non-value added work costs incurred by the City; and
- (4) Deadline for Consultant's response.

10.3 The Consultant may be required to revise bid documents and re-advertise the Project at the Consultant's sole cost if, in the City's judgment, the Consultant generates excessive addenda, either in terms of the nature of the revision or the actual number of changes due to the Consultant's errors or omissions.

10.4 The City may withhold or nullify the whole or part of any payment as detailed in Article III.

ARTICLE XI – CONSULTANT REMEDIES

11.1 If Consultant 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 Consultant's and City's reasonable control, an extension of the Project schedule in an amount equal to the time lost due to such delay shall be Consultant's sole and exclusive remedy. The revised schedule should be approved in writing with a documented reason for granting the extension.

11.2 The City agrees that the Consultant is not responsible for damages arising from any cause beyond Consultant's reasonable control.

11.3 If Consultant requests a remedy for a condition not specified above, Consultant must file a Claim as provided in this Agreement.

ARTICLE XII – CLAIMS AND DISPUTE RESOLUTION

12.1 Filing of Claims

12.1.1 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 within 21 calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim.

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

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

12.1.4 Within 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 Consultant. If Consultant is not satisfied with the proposal presented, Consultant will have 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 Mediation.

12.1.5 Pending final resolution of a claim, except as otherwise agreed in writing, Consultant shall proceed diligently with performance of the Agreement, and City shall continue to make payments in accordance with this Agreement.

12.2 Mediation

12.2.1 All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12.2.2 Before invoking mediation, 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 mediation. If the parties' senior management representatives cannot resolve the dispute within 30 calendar days after a Party delivers a written notice of such dispute, then the Parties shall proceed with the mediation process contained herein.

12.2.2.1 In the event that City or Consultant 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.

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

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

12.2.2.4 The parties shall share the mediator's fee. Venue for mediation 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.

12.3 In calculating the amount of any Claim or any measure of damages for breach of contract, the following standards shall apply both to claims by Consultant and to claims by City:

12.3.1 In no event shall either Party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever;

12.3.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other Party is claimed to be responsible.

12.4 In case of litigation between the parties, Consultant 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 between the parties to this Agreement.

12.5 In case of litigation between the parties, Consultant and City agree that they have knowingly waived and do hereby waive the right to trial by jury and have instead agreed, in the event of any litigation arising out of or

connected to this Agreement, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

12.6 **No Waiver of Governmental Immunity. This Agreement is to perform a governmental function solely for the public benefit. Nothing in this Agreement shall be construed to waive City's governmental immunity from lawsuit, which immunity is expressly retained to the extent it is not clearly and unambiguously waived by state law.**

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Assignability. Neither party will assign, transfer or delegate any of its obligations or duties under this Agreement contract to any other person and/or party without the prior written consent of the other party, except for routine duties delegated to personnel of the Consultant staff. This includes subcontracts entered into for services under this Agreement. If the Consultant is a partnership or joint venture, then in the event of the termination of the partnership or joint venture, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the Consultant fee may be assigned in advance of receipt by the Consultant without written consent of the City.

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

13.2 Provisions Required by Law. Each applicable provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were physically included herein.

13.3 Standard of Care. Services provided by Consultant under this Agreement shall be performed with the professional skill and care ordinarily provided by competent licensed professionals practicing under the same or similar circumstances and professional license; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

13.4 Licensing. Consultant 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.

13.5 Independent Contractor. The relationship between the City and Consultant under this Agreement shall be that of independent contractor. City may explain to Consultant the City's goals and objectives in regard to the services to be performed by Consultant, but the City shall not direct Consultant on how or in what manner these goals and objectives are to be met.

13.6 Entire Agreement. This Agreement represents the entire and integrated Agreement between City and Consultant 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 Consultant.

13.7 No Third Party Beneficiaries. Nothing in this Agreement can be construed to create rights in any entity other than the City and Consultant. Neither the City nor Consultant intends to create third party beneficiaries by entering into this Agreement.

13.8 Disclosure of Interest. Consultant agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form.

13.9 Certificate of Interested Parties. For contracts greater than \$50,000, Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement. Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

13.10 Conflict of Interest. Consultant agrees, in compliance with Chapter 176 of the Texas Local Government Code, to complete and file Form CIQ with the City Secretary's Office. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

13.11 Title VI Assurance. The Consultant shall prohibit discrimination in employment based upon race, color, religion, national origin, gender, disability or age.

13.12 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. Cases must be filed and tried in Nueces County and cannot be removed from Nueces County.

13.13 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.

13.14 Conflict Resolution Between Documents. Consultant hereby agrees and acknowledges if anything contained in the Consultant-prepared Exhibit A, Consultant's Scope of Services, the Consultant's response to the Request for Qualifications related to this project, or in any other document prepared by Consultant and included herein, is in conflict with Articles I-XIII of this Agreement (Articles), the Articles shall take precedence and control to resolve said conflict.

CITY OF CORPUS CHRISTI

**PAPE-DAWSON CONSULTAING ENGEERERS
INC.**

Michael Rodriguez Date
Chief of Staff

Cara C. Tackett Date
Sr. Vice President
200 NW Loop 410
San Antonio, Texas 78213
ctackett@pape-dawson.com

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

ATTEST

City Secretary Date



July 31, 2020
(Revised September 3, 2020)
(Revised September 29, 2020)

Ms. Jennifer Rodriguez
Contracts/Funds Administrator
City of Corpus Christi
PO Box 9277
Corpus Christi, TX 78469-9277

Re: City of Corpus Christi
Master Planning and Impact Fee Study – RFQ 3083

Dear Ms. Rodriguez:

We are pleased to present this proposal for providing civil engineering services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

PROJECT SCOPE

The Consultant (Pape Dawson Engineers and their teaming partners) will develop Master Plans for the City's water, wastewater, stormwater and roadway infrastructure which are to be utilized for conducting an Impact Fee Study for the City's water, wastewater, storm-water and roadway infrastructure.

The Consultant shall provide comprehensive master planning and engineering services for the development of water, wastewater, stormwater and roadway facilities master plans, land use assumptions, and an impact fee study with recommendations for water, wastewater, stormwater and roadways in accordance with: Local Government Code Title 12, Planning and Development, Subtitle C. Planning and Development provisions applying to more than one type of local government, Chapter 395- Financing Capital Improvements Required By New Development In Municipalities, Counties, And Certain Other Local Governments.

The intent of this project is to develop an impact fee schedule for the water system, wastewater system, drainage system, and the Urban Transportation Plan (UTP). The Consultant intends to accomplish this task by defining study areas, reviewing proposed land use assumptions, and determining the projected growth in demands on the water, wastewater, drainage, and roadway systems for the ten (10) year planning period. This includes reviewing the existing capital improvement plan for the water, wastewater, drainage, and street systems, determining the service unit equivalencies to each and calculating the maximum fee per service unit for each system within each service area. This involves meetings with City staff to review land use assumptions with City staff and determine if adjustments are required based on anticipated development patterns. The study will be coordinated through

TBPE Firm Registration #470 | TBPLS Firm Registration #10028800

San Antonio | Austin | Houston | Fort Worth | Dallas

Transportation | Water Resources | Land Development | Surveying | Environmental

2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com

meetings with City staff and a Capital Improvements Advisory Committee and ultimately to be adopted through a public hearing process.

In the Request for Qualifications, the City divided the work into five tasks. (The Consultant has disaggregated the work further, but the correlating City task is shown in parentheses.¹) The Project is anticipated to include the following components:

- Task 1. Project Management and Meetings (none)
- Task 2. Land Use Assumptions (City Task 1)
- Task 3. Water Master Plan (City Task 2)
- Task 4. Wastewater Master Plan (City Task 2)
- Task 5. Stormwater Master Plan (City Task 2)
- Task 6. Roadway and Mobility Master Plan (City Task 2)
- Task 7. Water Impact Fee Study (City Task 3)
- Task 8. Wastewater Impact Fee Study (City Task 3)
- Task 9. Stormwater Impact Fee (City Task 3)
- Task 10. Roadway Impact Fee Study (City Task 3)
- Task 11. Public Hearings, Approval, and Implementation (City Task 4 and 5)
- Task 12. Public Outreach (Task 5)

I. PROJECT MANAGEMENT AND MEETINGS (TASK 501) \$152,700

The Consultant will keep regular communication throughout the project with the City through teleconference calls, online conferencing, or in person meetings as detailed below for coordination and progress updates. The following meetings are required to accomplish the various tasks outlined in this scope:

- Project Kick-off Meeting – Consultant will coordinate a project kick-off meeting. The kick-off meeting will include introduction of Consultant’s team to the City, City staff introductions, and communication and invoicing protocols. Consultant will provide the City with a data request list and agenda prior to the meeting, to be discussed at the meeting. The kick-off meeting will also serve to provide for further scope development and refinement between the City and Consultant.
- Project Team Status Meetings and Coordination – Consultant will participate in technical, task-related meetings with identified key City Staff. These meetings will be held on specific days and times as agreed by the required City representatives or City Project Manager. A maximum of two (2) hours will be anticipated for each meeting. These meetings will primarily consist of teleconference calls. Consultant will prepare summary notes from each meeting and submit to the City’s Project Manager for review and approval. It is anticipated that the work will be completed in eighteen (18) months, so up to twenty (20) City staff status meetings are assumed in this scope.

¹ Should the City decide to delay or non-perform one of the Master Plans and/or Impact Fee Studies, this disaggregation will facilitate modifying the budget for the project.)

- Project Team Coordination meetings. Consultant will participate in monthly progress meetings with City’s Project Manager at the City Offices² to review progress, discuss data needs, and any topics of special concern. The results of these meetings will be documented in the Project Status Report.
- Project Status Reports. Consultant will prepare and submit monthly status reports regarding the overall project schedule, critical tasks, and coordination in conjunction with each monthly invoice.

II. LAND USE ASSUMPTIONS (TASK 590) \$20,900

Consultant will use the existing and future land use assumptions currently available in the City’s GIS database as the basis for future land use assumptions in accordance with Chapter 395 of the Local Government Code. It is assumed that only minor modifications will be made to the future land use assumptions based on areas proposed to be annexed or known planned future development that will impact existing water, wastewater, drainage, or street facilities.

A. Documentation

Consultant will incorporate the land use assumptions previously prepared by the City, including any minor modifications made by consultant based on proposed annexations or known planned future developments, into the final impact fee report. No separate documentation will be completed for the land use assumptions.

B. Data Collection

Consultant will coordinate with the City to obtain the following data:

- City Contacts – The City shall provide the organizational charts and contact information for applicable City staff involved with the land use assumptions.
- Comprehensive masterplans – The City shall identify and provide the City’s most recent comprehensive master plans and any other related documentation required.
- Capital Improvement Plan – The City shall identify and provide the City’s most recent capital improvement plan for water, wastewater, drainage, and traffic, if available.
- Platting & Building Permit History – The City shall provide the Consultant with available platting and building permit history (both residential and non-residential) for the previous ten (10) years.
- Currently adopted Land Use Assumptions – The City shall provide confirmation that the existing land use assumption in the existing GIS database are correct and no changes have been made.
- Maps – The City shall provide the Consultant with GIS shapefiles, associated databases, and layer files in ESRI ArcGIS10x format. All data shall be

² Dependent on CDC guidelines in place at time of meetings, these may be virtual as required.

projected in NAD 83 State Plane, South Texas Zone coordinates. Data should include:

- Current Zoning Map
- Future Land Use Map
- City/County Parcel Data
- City Limits and ETJ Map
- Thoroughfare Plan Map
- Most recent digital orthograph (DOQ) of the City
- Impervious Land Cover (if available)
- Ten Year Land Use Assumptions. Chapter 395 states that impact fees may only be used to pay for items included in the Impact Fee capital improvements plan and attributable to new service units projected over a period not to exceed ten (10) years. Based on guidance from the City regarding projected development patterns and growth rates and the latest masterplan information, the Engineer will develop the Ten-Year Land Use Assumptions for the 2020-2030 planning window.

C. Meetings

The land use assumptions will be discussed during the Status and Coordination meetings. The City will provide final approval of all land use assumptions.

D. Deliverables

Any minor revisions made to the land use data provided by the City will be provided to the City in the form of a GIS shapefile. No other specific deliverables will be provided. The final land use assumptions will be incorporated into the final impact fee study report.

Assumptions:

- *Areas of existing impervious land cover are provided by the City.*
- *Areas planned for annexation by the City shall be identified by the City and conveyed to Consultant for inclusion in the study. Areas identified for inclusion after the study has commenced will result in additional scope and fees being required.*
- *If recent aerial photographs of the City are not available for use in studying existing land uses and confirmation of impervious cover, additional scope and fee will be required to contract with a 3rd party vendor to provide this data.*

III. WATER MASTER PLAN (TASK 203) \$210,800

A. Data Collection

Consultant will submit a request to the City detailing the water data that is needed for the study. The data will include but is not limited to the following:

- Water Masterplan – Consultant to coordinate with the City to obtain the latest water system masterplan. Water system masterplan should include information on water storage tanks (elevated and ground), pump stations, and production facilities.
- Water CCN boundaries.
- Water usage history – Consultant will obtain water usage history from the City. Annual water usage and maximum daily usage records for the past ten (10) years for development of the service unit projection.
- Five years of City bid tabulations for water projects.

B. Infrastructure Capacity Criteria

The City uses the Texas Commission on Environmental Quality (TCEQ) criteria for infrastructure capacity. The Engineer will utilize these criteria as well.

C. Flow/Usage Development

The City recently completed a review of its elevated storage tanks. According to CP&Y (the City’s elevated storage review consultant), the average daily flow within the model increases from 62 MGD (year 2011) to 82.5 MGD in Year 2025³. Using the land uses determined in II, Consultant will compare water data within the City’s existing 2011-2025 model for consistency with the land use plan. Consultant shall also review the preliminary raw water mater plan information being completed by others for consistency in projections through the planning period In addition, Consultant will develop flows for the planning period (beyond year 2025) for incorporation back into the water model, further described in Section Prioritization of this task. The objective of this task is to conform the 10-year flow assumptions for use across all water system components (raw water, treatment, and distribution).

D. Water Supply Strategies and Evaluations

Consultant will coordinate with the City to evaluate the raw water supply strategies being developed by others in order to identify key information required for incorporation into the impact fee analysis. Implementations of any recommendations from previous evaluations, remaining recommendations for the previous evaluations and ability for the existing water system to supply current, 5-year and 10-year planned flows and recommended improvements will be evaluated in terms of growth versus retrofit and maintenance-related improvements. As this plan is focused near-term (0-3 years), mid-term (3-7 years) and long-term (7-10 years) flows, excluded from this scope are evaluations long-term (>10 year) alternative water supply strategies.

³ “City of Corpus Christi, Texas Holly & Rand Morgan Elevated Storage Tanks Implementation”, CP&Y, August 19, 2020.

E. Existing System Review

CP&Y has completed an existing system review as part of their elevated storage report. This report included recommendations for a renewed Pipe Reinvestment Program. This program would replace pipes at the end of their useful life or adversely affected by the new elevated storage tanks. It is Consultant's understanding that the existing distribution system has been adequately evaluated for piping needs as part of CP&Y's efforts.

There are current projects identified in the City's Capital Improvement Plan that will need to be evaluated to determine the portion associated with maintenance-related versus growth-related costs. These include:

- Citywide Water Distribution System Indefinite Delivery/Indefinite Quantity Program
- San Patricio Municipal Water District Transmission Main Connection
- Yorktown Boulevard Water Line Extension
- Water Line Replacement Program
- Elevated Water Storage Tanks- Citywide

F. Future Flows Model and Project Prioritization

The existing model developed as part of CP&Y's efforts included a planning period through 2025. Consultant will provide the City with modifications necessary to conform the distribution system projected flows past year 2025 for the purposes of the impact fee analysis. It is assumed that the City will direct CP&Y to complete the post-2025 modelling efforts. This task includes coordinating with CP&Y on these efforts to ensure projects are identified through the planning period and maintenance-related and growth-related estimates are identified and used. This task includes a bi-weekly meeting with CP&Y through a 4-month modeling effort, as well as quality assurance quality control.

G. Water Treatment Plant Asset Evaluation

Consultant shall complete a conditions/ capacity assessment of the City's ON Stevens Water Treatment Plant including:

- Review previous evaluations prepared within the last five years. Using information provided by the city and determine which, if any, of the recommendations from the previous evaluations have been implemented and which recommendations are remaining. Using this existing information, evaluate if existing facilities have the capacity to meet projected 5-year and 10-year flow demands. Provide a list of recommended improvements to meet flow demands. The focus of this evaluation will be only on high-level unit processes.
- Visit WTP site and observe major unit processes. Meet with WTP staff to confirm/clarify observations.

- Meeting with plant staff – during the site visit, engineers will meet with plant staff to review data collected and discuss history of plant operations and maintenance concerns.
- Evaluate current projects identified in the City’s Capital Improvement Plan to determine the portion associated with maintenance-related versus growth-related costs These include and are limited to:
 - ONSWTP High Service Building No. 3
 - ONSWTP Raw Water Influent and Chemical Facilities Improvements
 - ONSWTP On-Site Hypochlorite Generation
 - ONSWTP Solids Handling and Disposal Facilities
 - ONSWTP Site Infrastructure Improvements
 - ONSWTP Sedimentation Basin Improvements
 - ONSWTP Clearwell No. 3
 - ONSWTP Filtration System Hydraulic Improvements

H. Water Pump Station and Storage Tanks Evaluation

Consultant shall complete a conditions and capacity assessment of the pump station and storage tank facilities including:

- Review previous evaluations prepared within the last five years. Using information provided by the city and determine which, if any, of the recommendations from the previous evaluations have been implemented and which recommendations are remaining. Using this existing information, evaluate if existing facilities have the capacity to meet projected 5-year and 10-year flow demands. Provide a list of recommended improvements to meet flow demands. The focus of this evaluation will be only on high-level unit processes.
- Meeting with O&M staff to review data collected and discuss history of pump station operations and maintenance concerns.

I. Water Impact Fee Capital Improvement Plan

Consultant will coordinate with the City to develop the Water Impact Fee Capital Improvement Plan. It will include the following infrastructure:

- Future Transmission Mains (12-inch and up).
- Existing and Future Elevated Storage Tanks.
- Existing and Future Ground Storage Tanks.
- Existing and Future Pump Stations.
- Existing and Future Water Treatment Plant Facilities.

The capital improvement plan will include identification of the following for each project proposed:

- Project Name
- Project Location

- Project Type (source, storage, treatment, transmission, distribution)
- Estimate of Probable Costs (Class 4 AACE estimate with contingency of 30%, engineering, administration, survey, permitting and construction administration services)
- Prioritization score
- Percent of project required by existing needs versus growth

J. Deliverables

- Electronic (.pdf) of the Draft Water Master Plan
- Final Water Master Plan. Once approved by the City, Consultant will provide ten (10) originals of the Final Water Master Plan

Assumptions:

- *Development of capital improvements associated with new water source(s) is not included in this task. Capital Improvements associated with the development and securing of additional water sources will be an estimated amount derived from discussions with the City.*
- *Review of the water treatment plant and other facilities is based solely on condition and capacity. Water Quality evaluations in accordance with USEPA or TCEQ SDWA compliance can be provided as an additional service.*
- *Any treatability, bench scale or modeling of water quality performance or any water chemistry effects on the distribution system water quality or impacts is excluded and is available as an additional service.*
- *All costs will be tied to the Engineering News Record index for ease of adjustment in the future.*

IV. WASTEWATER MASTER PLAN (TASK 290)

\$370,400

A. Data Collection

Consultant will submit a request to the City detailing the wastewater data that is needed for the study. The data will include but is not limited to the following:

- Wastewater network GIS files
- Wastewater flow monitoring and rainfall data
- I/I Study and results
- Topographic mapping for the entire City and ETJ
- Wastewater flow records (including monitoring, WWTP flows, TCEQ Special Use Permit Flows)
- Wastewater collection system plans (as-builts, record drawings, construction plans), including currently proposed projects
- Lift Station record drawings
- Collection system O&M records
- Available rehabilitation and CCTV data

- Existing design standards and standard operating procedures
- SSO records

B. Wastewater Mapping System Update

This task includes updating the wastewater mapping and GIS data to the year 2019.

- Using the wastewater design plans obtained, update wastewater mapping and associated database.
- Update manhole (MH) elevations and inverts, as needed.
- Compare the MH and line elevations with new topography; where major discrepancies occur, refer to plans, new topography and I/I study MH depths to assign new elevations.
- Minimal field investigations (no more than 2 days) to verify questionable data that cannot be determined by plans or topography for mapping.

C. Flow/Usage Development

The City has completed efforts toward satisfying a Consent Decree regarding its wastewater collection system and sanitary sewer overflows. This initial work included a hydraulic model with appropriate wastewater generator applied to the collection system. These data, coupled with the water usage data developed as part of Task C will be used to confirm wastewater flow factors. These flow factors will be compared to treatment plant flows and adjusted as required for existing land use to confirm consistent assumptions across all components of the wastewater system. It is assumed that the City, in preparing the documentation for the Consent Decree has already assigned areas to the lift station sewersheds. For the purposes of this master plan, it will be assumed that the flow factors include an infiltration and inflow component.

D. Infrastructure Capacity Criteria

The City uses the Texas Commission on Environmental Quality (TCEQ) criteria for infrastructure capacity. The Engineer will utilize these criteria as well.

E. Wastewater System Modeling

The City is in the process of completing a wastewater collection system model, as identified above, to address issues associated with the Consent Decree. This task will utilize information from this model to identify projects and portions of projects associated with growth versus maintenance-related. As part of this task, the Consultant will:

- Confirm with the City's consultant and City staff that the model is modelling current, 5-year and 10-year flows.
- Confirm that Lift Station Investigations for current, 5-year and 10-year flow projections have been completed.

- Coordinate with the City’s consultant and staff to perform updates to the 2019 hydraulic model with future flows to create the three future models for dry and wet weather conditions; models will need to include the existing WWTP as a starting point of evaluation.
- Should additional modelling be required to complete current, 5-year and 10-year evaluations, these additional modelling services will be completed by others.
- It is anticipated that a minimum of 4 months and biweekly meetings will be required to ensure appropriate information is available for the impact fee analysis.

F. Wastewater Treatment Plant Asset Evaluation

Consultant shall complete a conditions / capacity assessment of six (6) wastewater treatment plants (Greenwood, Oso, Allison, Broadway, Whitecap, and Laguna Madre). Specific tasks for each include:

- Review of previous reports, master plans, permits and other third-party evaluations, implementations of any recommendations from the previous evaluations, remaining recommendations for the previous evaluations, ability for the existing facilities to treat current, 5-year and 10-year planned flows and recommended improvements.
- Coordinate with City staff to review the Treatment Plant Process & Capacity Assessments. This effort will rely extensively on the City of Corpus Christi Wastewater Management Plan, November 2016, completed by Stantec and LNV. This plan provided estimated flows through 2045. The flows within this report will be compared to those being used for the collection system model to determine discrepancies or adjustments to either set of flows.
- This task does not include any site visits to the facilities. Consultant recognizes that the Wastewater Management Plan is over four years old and will coordinate with the City to determine which, if any, of the recommended improvements were implemented by the City.

G. CIP and Master Plan Development

Consultant will review the current CIP, as well as identify a 5-year CIP and a 10-year CIP. The CIP and Master Plans will include six (6) treatment facilities and will address collection system upgrades and WWTP upgrades.

The review of the existing CIP includes the following projects:

- Citywide Collection System Indefinite Delivery/Indefinite Quantity Program
- Citywide Lift Station Repair
- Citywide Wastewater Lift Station Alternate Power Supply
- Wastewater Treatment Plants & Lift Station SCADA Improvements
- Allison WWTP Lift Station Upgrade and Process Improvements

- Greenwood WWTP Flood Mitigation
- Greenwood WWTP Electrical Improvements to UV System
- Greenwood Headworks & Grit Removal Rehabilitation
- Greenwood WWTP Process Upgrades
- Greenwood Flow Diversion to New Broadway WWTP
- McBride Force Main and Lift Station
- Broadway WWTP Rehabilitation
- Old Broadway WWTP Decommissioning
- Oso WRP Headworks and Lift Station
- Oso WRP Process Upgrade and BPC Facility Decommission
- Williams Lift Station Force Main (Line A)
- Laguna Madre Plant Rehabilitation
- Laguna Shores Road Force Main Replacement
- Whitecap Odor Control, Process & Bulkhead Improvements
- Whitecap Wastewater Treatment Plant (WWTP) Improvements

These projects will be reviewed to determine apportionment of maintenance-related versus growth-related improvements. In addition, Consultant will determine estimate of probable project cost associated with projects that result from the efforts collection system and treatment plant reviews that are not already enumerated in the City's CIP. Unit costs will be estimated from recent jobs representative of the Corpus Christi area.

H. Review and Assess Wastewater Design Criteria

Consultant will review the City's Wastewater System Design Criteria and compare the existing data to standards in use elsewhere and as per TCEQ Chapter 217/317. Consultant will also review the City's existing policies and standards against current BMPs such as the CMOM or Asset Management Programs.

I. Wastewater System Master Plan Report

The Consultant will compile the items from the above tasks into a Wastewater System Master Plan Report.

Consultant will review the report. Copies of the draft wastewater master plan Report will be provided to the City for review and comments. Once the comments have been received and addressed, copies of the Final wastewater master plan report will be submitted to the City.

The capital improvement plan will include identification of the following for each project proposed:

- Project Name
- Project Location
- Project Type (source, storage, treatment, transmission, distribution)

- Estimate of Probable Costs (Class 4 AACE estimate with contingency of 30%, engineering, administration, survey, permitting and construction administration services)
- Prioritization score
- Percent of project required by existing needs versus growth

J. Deliverables

- Electronic (.pdf) of the Draft Wastewater Master Plan.
- Final Wastewater Master Plan. Once approved by the City, Consultant will provide ten (10) originals of the Final Wastewater Master Plan.

Assumptions:

- *The existing system review is not intended for any purpose other than the development of capital improvement projects. It is not intended to satisfy any current or future requirements arising from any regulatory agreements with the USEPA or TCEQ (i.e. Consent Order).*
- *The cost of hydraulic modelling software (if desired for purchase by the City) is not included in this task.*
- *All costs will be tied to the Engineering News Record index for ease of adjustment in the future.*

V. STORMWATER MASTER PLAN (TASK 291) \$475,900

This Stormwater Master Plan Update is being performed on a fast track basis, to meet the accelerated schedule and limited budget associated with developing CIP projects that address capacity deficiencies, as per the City’s drainage criteria. The City adopts a no adverse impact policy for new development; therefore, future growth is expected to not impact peak flows in existing drainage infrastructure. However, impacts due to additional wear and tear caused by increases in volume are expected due to added impervious cover caused by future growth. The impact due to increased volume of runoff caused by future growth is currently not being analyzed as part of this approach; however, upon substantial completion of this Fast Track SWMP, the Consultant can develop an additional scope of services to evaluate volumetric impacts due to future growth.

A. Data Collection

Consultant will submit a request to the City detailing the drainage information needed for a “fast track” stormwater master plan. (This study will be fast track so that the process can be completed within the provided schedule.) The initial data requested will include but is not limited to the following:

- Overall Drainage Masterplan – City to provide the latest watershed data, including any current hydrologic and hydraulic models that the City may

have and the current version of the Stormwater Master Plan documents (in Word format).

- Plan of Record information – City to provide available plan of record/as-built plans for existing storm drains and channels within service areas.
- Determine Service Areas – City to provide already defined limits of service areas and note any chronic areas of concern. City to provide complaint databases, repetitive loss data and any high water mark information available.
- Impervious cover – City to provide Consultant with GIS-Shapefile with latest available information on existing impervious land coverage for the City and any areas outside the City to be included in the study.
- GIS data – City to provide utility, parcel, and planimetric data including latest LiDAR information.
- Consultant will conduct 1- 2 day field visit to the targeted problem areas.

B. Infrastructure Capacity Criteria

Consultant will coordinate with the City to obtain the criterion for determining the ten (10) year capacity for the following infrastructure:

- Existing and Future drainage channel improvements
- Existing and Future drainage culvert improvements
- Existing and Future storm drainage system improvements
- Existing and Future Stormwater Pump Stations
- Future Regional Detention Facilities

C. Update to Existing Modeling

- Consultant to prepare updates to the current/available hydrologic models within the City’s service areas using HEC- HMS. Models will be updated to reflect Atlas 14 rainfall depths and development that has occurred since the last model update.
- Consultant to prepare updates to the current/available riverine models within the City’s service areas. Models will be updated to reflect HEC-RAS 1D modeling and HEC-RAS 2D modeling only where appropriate.
- Consultant to meet with City to discuss current Level of Services for their storm drain systems within each of their service areas.
 - City to provide current modeling of existing storm drain facilities.
 - Consultant to update storm drain modeling only in areas of know issues and complaints.
 - As a whole, the consultant shall treat the flows from the storm drains as “in flows” into the updated RAS modeling.
 - Consultant shall meet with stakeholders in each service area to discuss and fine tune the modeling of the existing system.

D. Stormwater Master Plan (SWMP)

Consultant shall review the current SWMP (2009) and make recommendations for updating with regards to drainage design criteria.

Meet with City staff to discuss any currently acknowledged updates needed for the SWMP.

- Review the SWMP and make recommendations to the City on potential drainage criteria revisions such as inclusion of Atlas 14 rainfall data.
- Incorporate the approved recommendations into SWMP and submit to Draft to City for review and approval.
- Address comments and submit Final SWMP to City for approval.

E. Drainage Capital Improvement Plan

Consultant will coordinate with the City to develop the Drainage Capital Improvement Plan. It will include the following steps:

- Identify existing Capital Improvement projects or other planned public drainage projects within each overall watershed.
- Review current potential CIP drainage projects for adequacy due to changes in drainage criteria and/or estimated costs.
- Provide high level Scope and Estimate for approved potential CIP projects.
- Will meet with City staff to determine key non-cost factors when considering any proposed Capital Improvements. These factors may include regulatory, criticality of component, age of improvement (if a replacement project) and location of project. Prioritize the cited projects over the next 10 years.
- Identify new Drainage Impact Fee Improvements Plan (DIFIP) to identify potential regional drainage improvements that can mitigate additional drainage impacts due to new development.

The capital improvement plan will include identification of the following for each project proposed:

- Project Name
- Project Location
- Project Type
- Estimate of Probable Costs (Class 4 AACE estimate with contingency of 30%, engineering, administration, survey, permitting and construction administration services)

F. Deliverables

- Electronic (.pdf) of the Draft Drainage Master Plan.
- Final Drainage Master Plan. Once approved by the City, Consultant will provide ten (10) originals of the Final Drainage Master Plan.

- Recommended scope to expand the comprehensiveness of the stormwater master plan.

Assumptions:

- *Citywide storm drain modeling is a significant cost item, not included in the City's current budget, and therefore shall not be performed unless specifically required in certain parts of the City to identify flooding issues and project solutions.*
 - *Consultant effort will focus on surface flow modeling to identify areas of potential flood risk due to high tailwater elevations. Areas with flooding history where high tailwater conditions don't appear to be the root cause will be assumed to be storm sewer or inlet deficiencies.*
- *Future growth projections are not included in this scope.*
- *Revising the existing hydraulic model for the riverine systems using the latest LiDAR topography is not included – only spot adjustments will be made where necessary.*
- *Geoid 12B subsidence adjustments are not included.*
- *Calibration of the models is not included; however, modeling will be verified against highwater marks and other flooding data collected.*
- *The cost of hydraulic modelling software (if desired for purchase by the City) is not included in this task.*
- *All costs will be tied to the Engineering News Record index for ease of adjustment in the future.*
- *This study is not intended for any purpose other than the development of capital improvement projects. It is not intended to provide information for CLOMR, LOMR or any other FEMA map adjustments.*
- *City to provide latest GIS-shapefile of available information on existing impervious cover within the city limits. If one is not available then additional scope and fee will be required to contract with a 3rd party vendor to provide impervious cover for all land within the limits of the impact fee study.*
- *Current City models provided to the Consultant are stable and can be successfully run on current software.*

VI. ROADWAY AND MOBILITY MASTER PLAN (TASK 292)

\$519,500

A. Data Collection

Consultant will submit a request to the City detailing the roadway data that is needed for the study. The data will include but is not limited to the following:

- Major Thoroughfare plan – Consultant will coordinate with the City to obtain the latest thoroughfare plan. GIS shapefiles, databases, and layering information shall be provided if available.

- Traffic Counts – The City shall provide data (current and historical) for roadway segments on the current Major Thoroughfare Plan. This task does not include collection of traffic counts. Traffic counts, if necessary, will be collected by the City under separate scope.
- Corpus Christi MPO - Travel Demand Model Files for the regional transportation plan, GIS files, excel tables and TransCad Files.
- Design Standards – Consultant will obtain street classification and design standards from City.
- Historic Roadway Bid data – Consultant will obtain all available unit price data from City from projects completed in the last five (5) years.

B. 10-Year Growth Projections and Infrastructure Capacity Criteria

- Consultant will coordinate with City staff to determine land use categories to be included in the land use vehicle-mile equivalency table.
- Consultant will identify the service units for new development and average trip length using the latest edition of the Institute of Transportation Engineer’s (ITE) Trip Generation Manual. Consultant will develop trip generation and pass-by trip rates.
- Consultant will perform an analysis of existing conditions. This will include a determination of roadway capacities, volumes, vehicle miles of supply, vehicle miles of demand, existing excess capacity and existing deficiencies. The City shall provide information related to known deficiencies on the existing roadway network.
- Consultant will project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth and new demand by service area. Consultant will determine the capacity available for new growth.

C. 10-Year Growth Projections and Capacity Analysis

- Consultant will assist the City to develop a Roadway Impact Fee Capital Improvement Plan, which includes cost projections for anticipated projects to be included in the study. The Roadway Impact Fee Capital Improvement Plan to Include existing oversized facilities and proposed facilities designed to serve future development. The Roadway Impact Fee Capital Improvement Plan shall include a general description of the project and project cost projection. Planning level cost projections for future projects will be prepared based on previous experience with roadway costs, capital improvement planning, and input from City staff. The City shall provide Consultant with actual City cost information for previously completed projects with excess capacity and any cost contributions to County or State projects. It is anticipated that these project costs will be reviewed by City staff and verified as reasonable costs for City capital projects.

- Consultant to identify the portion of project improvements required to serve existing demand and the portion of project improvements required to serve new development within the 10-year planning period.

Each project will include:

- Project Name
- Project Location
- Project Type
- Estimate of Probable Costs (Class 4 AACE estimate with contingency of 30%, engineering, administration, survey, permitting and construction administration services)
- Percent of project required by existing needs versus growth

D. Establish Roadway Service Area Boundaries

Consultant, in coordination with the City, will develop roadway service area boundaries based on proposed growth projections for new development within City Limits.

E. Deliverables

- Electronic (.pdf) of the Draft Roadway Master Plan.
- Final Roadway Master Plan. Once approved by the City, Consultant will provide ten (10) originals of the Final Roadway Master Plan.

Assumptions:

- *No field survey, Subsurface Utility Engineering or Utility Coordination is included.*
- *No field traffic data Traffic Counts will be collected to supplement the existing traffic data.*
- *Synchro or VISSIM modeling is not included.*
- *No updates to the Existing City of Corpus Christi Major Thoroughfare Plan will be performed. All results will be based on the existing Major Thoroughfare Plan.*
- *Environmental Studies or Analysis are not included.*
- *No Public Hearings or Public Meetings are included in this task.*
- *No ROW Acquisition is included.*

VII. WATER IMPACT FEE STUDY (TASK 901)

\$51,800

Consultant will prepare an impact fee study in conformance with Chapter 395 of the Local Government Code and will include:

A. Maximum Assessable Water Impact Fee Calculation

Consultant will calculate the additional service units based on the Land Use Assumptions. Consultant will then calculate the Impact Fee per service unit, unit

equivalents by meter size and the Maximum Assessable Water Impact Fee table by meter size. Consultant will use either a rate credit or a 50% credit as outlined in Chapter 395 to determine the maximum assessable impact fee by service unit.

B. Financial Analysis

Using the impact fee eligible capital improvement costs and projected water usage, the financial subconsultant will calculate maximum assessable full cost recover impact fees for the designated ten (10) year period for water infrastructure and facilities. The financial subconsultant will provide forecasted cash flows for the maximum assessable impact fee for the ten (10) year period based on projected capital improvement program’s implementation schedule, if available, and the growth in projected service units. Consultant will work in conjunction with the financial subconsultant to incorporate the Capital Improvement Plan.

C. Water Impact Fee Study Report

Consultant will provide both a draft and final Water Impact Fee Study Report. The report will include:

- Water Service Area – reflecting the current CCN boundaries as well as any areas where future service is anticipated based on future development needs.
- Narrative of the impact fee methodology
- Impact fee calculations
- Water impact fee CIP
- Land use assumptions
- Exhibits

Note: It is assumed that the drafts of the impact fee study report will be submitted in .pdf format.

D. Meetings

The Capital Improvements Advisory Committee is required by Chapter 395 to review the Land Use Assumptions, Capital Improvement Plan and Impact Fee Calculation. The Advisory Committee will provide comments and input into each of those parts of the study. Finally, the Advisory Committee will make a recommendation to Council for the level of impact fee that might be considered for adoption.

VIII. WASTEWATER IMPACT FEE STUDY (TASK 902)

\$47,600

Consultant will prepare an impact fee study in conformance with Chapter 395 of the Local Government Code and will include:

A. Maximum Assessable Wastewater Impact Fee Calculation

Consultant will calculate the additional service units based on the Land Use Assumptions. Consultant will then calculate the Impact Fee per service unit, unite equivalents by meter size and the Maximum Assessable Wastewater Impact Fee table by meter size. Consultant will use either a rate credit of a 50% credit as outlined in Chapter 395 to determine the maximum assessable impact fee by service unit.

B. Financial Analysis

Using the impact fee eligible capital improvement costs and projected wastewater usage, the financial subconsultant will calculate maximum assessable full cost recover impact fees for the designated ten (10) year period for wastewater infrastructure and facilities. The financial subconsultant will provide forecasted cash flows for the maximum assessable impact fee for the ten (10) year period based on projected capital improvement program's implementation schedule, if available, and the growth in projected service units. Consultant will work in conjunction with the financial subconsultant to incorporate the Capital Improvement Plan.

C. Wastewater Impact Fee Study Report

Consultant will provide both a draft and final Wastewater Impact Fee Study Report. The report will include:

- Wastewater Service Area – reflecting the current CCN boundaries as well as any areas where future service is anticipated based on future development needs.
- Narrative of the impact fee methodology
- Impact fee calculations
- Wastewater impact fee CIP
- Land use assumptions
- Exhibits

Note: It is assumed that the drafts of the impact fee study report will be submitted in .pdf format.

D. Meetings

The Capital Improvements Advisory Committee is required by Chapter 395 to review the Land Use Assumptions, Capital Improvement Plan and Impact Fee Calculation. The Advisory Committee will provide comments and input into each of those parts of the study. Finally, the Advisory Committee will make a recommendation to Council for the level of impact fee that might be considered for adoption.

IX. DRAINAGE IMPACT FEE STUDY (TASK 903) \$54,100

As stated in V, this Stormwater Master Plan Update is being performed on a fast track basis, to meet the accelerated schedule and limited budget associated with developing CIP projects that address capacity deficiencies, as per the City’s drainage criteria. The City adopts a no adverse impact policy for new development; therefore, future growth is expected to not impact peak flows in existing drainage infrastructure. However, impacts due to additional wear and tear caused by increases in volume are expected due to added impervious cover caused by future growth. The impact due to increased volume of runoff caused by future growth is currently not being analyzed as part of this approach; however, upon substantial completion of this Fast Track SWMP, the Consultant can develop an additional scope of services to evaluate volumetric impacts due to future growth. Should the City decide to pursue the additional scope of services, this information would be used for the Drainage Impact Fee calculation, with the following scope of services.

Consultant will prepare an impact fee study in conformance with Chapter 395 of the Local Government Code and will include:

A. Maximum Assessable Drainage Impact Fee Calculation

Consultant will calculate the additional service units based on the Land Use Assumptions and the total cost of the DIFIP. The impact fee calculation will be determined by the total cost of the DIFIP projects divided by the proposed added impervious cover for each watershed. Consultant will use a rate credit or a 50% credit as outlined in Chapter 395 to determine the maximum assessable impact fee by service unit.

B. Drainage Impact Fee Study Report

Consultant will provide both a draft and final Drainage Impact Fee Study Report. The report will include:

- Drainage Service Area – reflecting the current watershed boundaries as well as any areas where future development is anticipated.
- Narrative of the impact fee methodology
- Impact fee calculations
- Land use assumptions
- Drainage Impact Fee Improvements Plan (DIFIP)
- Exhibits

Note: It is assumed that the drafts of the impact fee study report will be submitted in .pdf format.

C. Meetings

The Capital Improvements Advisory Committee is required by Chapter 395 to review the Land Use Assumptions, Capital Improvement Plan and Impact Fee

Calculation. The Advisory Committee will provide comments and input into each of those parts of the study. Finally, the Advisory Committee will make a recommendation to Council for the level of impact fee that might be considered for adoption.

X. ROADWAY IMPACT FEE STUDY (TASK 904) \$59,800

Consultant will prepare an impact fee study in conformance with Chapter 395 of the Local Government Code and will include:

A. Maximum Assessable Impact Fee Calculation

Using the 10-year growth projections, Consultant will determine the roadway impact fee capital improvement plan, and capacity available for new growth. Consultant will determine the cost of roadway improvements by service area, the maximum costs per service unit, and the resulting maximum assessable roadway impact fees by service area. Consultant will use a rate credit or a 50% credit as outlined in Chapter 395 to determine the maximum assessable impact fee by service unit.

B. Financial Analysis

Using the impact fee eligible capital improvement costs and projected roadway service units, the financial subconsultant will calculate maximum assessable full cost recover impact fees for the designated ten (10) year period for roadway facilities. The financial subconsultant will provide forecasted cash flows for the maximum assessable impact fee for the ten (10) year period based on projected capital improvement program's implementation schedule, if available, and the growth in projected service units. Consultant will work in conjunction with the financial subconsultant to incorporate the Capital Improvement Plan.

C. Roadway Impact Fee Study Report

Consultant will provide both a draft and final Roadway Impact Fee Study Report. The report will include:

- Roadway Service Areas
- Narrative of the impact fee study methodology
- Impact fee calculations
- Roadway impact fee CIP
- Land use assumptions
- Exhibits

Note: It is assumed that the drafts of the impact fee study report will be submitted in .pdf format.

D. Meetings

Consultant will facilitate meetings with City staff to discuss findings and any policy or guidelines applicable to the roadway impact fee and how implementation of the roadway impact fees work with in the City’s development guidelines. The Capital Improvements Advisory Committee is required by Chapter 395 to review the Land Use Assumptions, Capital Improvement Plan and Impact Fee Calculation. The Advisory Committee will provide comments and input into each of those parts of the study. Finally, the Advisory Committee will make a recommendation to Council for the level of impact fee that might be considered for adoption.

XI. PUBLIC HEARINGS AND IMPLEMENTATION TOOLS (TASK 905) \$78,200

A. Public Hearings

It is anticipated that a representative from Consultant will prepare for and attend up to six (6) meetings during the public hearings and approval process. These anticipated meetings are as follows:

- Each of the impact fees will require a public hearing for first, the land use assumptions and Capital Improvement Plan and second, for the impact fee. Depending on how the public hearings may be combined, this could be done in as few as 2 public hearing or 8 public hearings.

B. Implementation Tasks

- Upon final approval of the Impact Fee Study and new ordinance by the City Council, the Consultant will provide ten (10) copies of the Final Impact Fee Study Report, including land use assumptions, water, wastewater, drainage, roadway, and financial analysis components of the Impact Fee Study, along with an electronic (.pdf) copy of the Final Impact Fee Study Report.
- In addition to the Final Impact Fee Study Report and new ordinance, Consultant shall develop a transition period plan. In developing the transition plan, the Consultant will evaluate the projects that were proposed to be funded through the Trust Fund and determine if they are “impact fee eligible.” If the project is impact fee eligible or growth-related, the Consultant will work with the City to determine the impact fee credit that the developer may be eligible for as determined in the impact fee calculation. Chapter 395 allows for impact fee credits, meaning that the developer would get credit for any contributions made toward a growth-related project identified in the Capital Improvement Plan. The transition period plan will identify the method and disposition of remaining funding within the Trust Fund’s balance for projects not impact fee eligible. The goal of the transition period is to draw down the Trust Funds’ balances to zero.
- Upon City’s request, the Consultant will review the proposed Impact Fee Ordinance as prepared by the City Attorney. It is anticipated that the City

Attorney will require exhibits from the water, wastewater, drainage, and roadway Impact Fee Report to be included in the ordinance.

- The Consultant will assist the City in the creation of an impact fee estimator spreadsheet to assist in calculating a development's water, wastewater, drainage, and roadway impact fees.

XII. PUBLIC OUTREACH AND ENGAGEMENT (TASK 906) \$126,900

A thoughtfully developed Public Engagement Plan will build on and enhance the City's current communication efforts to help gain development community understanding of new impact fees by seeking their feedback and input at appropriate junctures in the master plan and impact fee study process. Given that impact fees are new to this community, early communication about why the City is seeking this funding method, and how the impact fees will be developed will be critical.

A. Develop and Implement a Public Engagement Plan

Our team will develop a complete public engagement plan, and work with the City to support their implementation of the strategies. The public engagement plan will include the following components:

1. Situation analysis/environmental scan informed by research that identifies the areas and issues of which the city must be aware. It is used to support every element of the plan.
2. Stakeholder identification ensures key stakeholders are connected to the communication process and that we are leveraging partners that can be advocates.
3. Outreach strategies and tactics that help secure input and support from a broad spectrum of stakeholders, with an emphasis on the development community.
4. Recommended communication channels, tools and tactics that include a layered, multi-channel strategy to raise awareness. This includes suggestions for materials that could be developed for written and digital communication channels, presentations and infographics.
5. Messaging platform, timeline and distribution recommendations to provide clear, compelling and consistent messages that are also adaptable and flexible to accompany outreach.
6. Internal communication strategies that are designed to ensure employees are well-informed and can become effective brand ambassadors for the City on the issue of impact fees.
7. Workflow and tactical plan that ensures that the team (both City and consultant) understand roles and responsibilities for successful implementation.

B. Advisory Group Meetings/Facilitation

Pursuant to state code, the City is required to compose an advisory group to review key planning documents and decisions related to master plan and impact fee development. It is understood that the City will likely use the Planning Commission for this group. Raftelis will support City staff in the coordination of up to six (6) meetings for this group, including the development of an agenda, presentation materials, handouts, talking points, and facilitation of the meetings (assumed to be online), meeting summaries and a compilation of materials for sharing on the City’s website. It is assumed all four topics (water, wastewater, stormwater and roads) will be covered at each meeting.

The four meetings of this group are likely to be centered on the following topics:

1. **Kickoff and Land Use Meeting.** In this first meeting, we will charter the group and provide a basic primer on what an impact fee is and how it contrasts with the trust fund. Second, we will explore and agree on land use assumptions for each of the four applications.
2. **CIP Meeting.** In this second meeting, we will share the land use assumptions we made from the last meeting and review and obtain input into the CIPs for each of the applications.
3. **Impact Fee Meeting.** In this third meeting, we will share the draft impact fees for each of the four applications and obtain feedback from the group.
4. **Final Meeting.** In this fourth meeting, we will share the final decisions of the staff and planned recommendations to be made to the City Council.

C. Stakeholder Group Meetings/Facilitation

In the setting of impact fees, there are some key groups (developers mostly) who will be negatively impacted and some key groups (to be determined) who may benefit from such a fee. It is important to bring this diverse group together in much the same way we bring the advisory group together to build their understanding of the need for the impact fee and to, potentially, minimize opposition to it. Just like the Advisory group meetings, Raftelis will support City staff in the coordination of up to four (4) meetings for this Stakeholder group, including the development of an agenda, presentation materials, handouts, talking points, and facilitation of the meetings (assumed to be online), meeting summaries and a compilation of materials for sharing on the City’s website. It is assumed all four topics (water, wastewater, stormwater and roads) will be covered at each meeting. The four meetings will cover the same topics as laid out for the Advisory group, and likely occur two to three weeks after them. It is noted that much of the materials developed for this meetings will be similar to what is presented to the advisory group – and therefore, less prep time for each will be required.

D. Public Engagement

The management of drinking water, wastewater, stormwater and roads (mobility) has the potential to impact residents' quality of life in a variety of ways, in some cases, dramatically. For that reason, some folks may have strong opinions about planned investments, whether their concern be centered around cost and affordability, environmental impacts, social justice or other. The point being people will care and in will want to weigh in on the process. For this opportunity, Raftelis will employ a digital engagement tool to facilitate public input from a variety of sources, to help meet them where they are, and give them a voice in the process. The tool Raftelis provides will be a customizable solution that will be incorporated seamlessly into the City's website without additional programming on their end.

E. Public Engagement Plan Execution

Through this task, Raftelis will provide direct support to the City in the implementation of the public outreach strategies outlined in the plan in Task A, for the duration of the contract period. This may include development of bill inserts, text and imagery for website, social media posts, direct mail or other outreach tactics. This may also include, as needed, internal communication and the facilitation of up to four (4) interdepartmental meetings to help build a shared vision for the work and the outcomes of the project among staff of the four different disciplines.

F. Deliverables:

- A draft and final Public Outreach Plan including message platform and implementation schedule.
- For all meetings or workshops described above, we will provide draft and final agenda, presentation materials (PPT), handouts, talking points, and facilitation of the meetings (assumed to be online), meeting summaries and a compilation of materials for sharing on the City's website.
- For Task 12.4, we will deliver a digital engagement tool that can be used to inform the public and collect input on a number of concepts.
- For Task 12.5, we will provide a limited collection of materials for outreach such as bill inserts, text and imagery for website, social media posts, and direct mail.

Assumptions:

- *The advisory group and stakeholder group are two different groups, where the advisory group is the planning commission and the stakeholder group is composed of some members who are negatively impacted by the fees and some who will benefit from the fees, and we will arrive at the composition of this second group together with staff.*

- *We will focus outreach work internally, first, prior to working with external audiences, to ensure all affected departments and staff are oriented to the project, its need, scope and desired outcomes and there is consensus and agreement on key elements, decision points, schedule and approach.*
- *All meetings are virtual until its determined to be safe to meet in person and the majority of participants feel safe meeting in person (in which case, virtual accommodations will also be made).*

XIII. DIRECT EXPENSES (TASK 503) \$121,100

Direct Expenses include reproduction, travel, express mail, special deliveries and subcontractor expenses related to these services.

SUMMARY

I.	Project Management and Meetings	Task 501	\$152,700
II.	Land Use Assumptions	Task 590	\$20,900
III.	Water Master Plan	Task 203	\$210,800
IV.	Wastewater Master Plan	Task 290	\$370,400
V.	Stormwater Master Plan	Task 291	\$475,900
VI.	Roadway and Mobility Master Plan	Task 292	\$519,500
VII.	Water Impact Fee Study	Task 901	\$51,800
VIII.	Wastewater Impact Fee Study	Task 902	\$47,600
IX.	Drainage Impact Fee Study	Task 903	\$54,100
X.	Roadway Impact Fee Study	Task 904	\$59,800
XI.	Public Hearings, Approval, and Implementation	Task 905	\$78,200
XII.	Public Outreach	Task 906	\$126,900
		Subtotal	\$2,168,600
XIII.	Direct Expenses	Task 503	\$121,100
		Total:	\$2,289,700

COMPENSATION

Basis of Compensation

Pape-Dawson's compensation for the above services is a lump sum in the amount of **\$2,289,700** for the services identified above. This figure includes Direct Expenses (defined above).

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Engineers, Inc.



Kim S. Keefer, P.E.
Managing Vice President Water/Wastewater



Cara C. Tackett, P.E.
Sr. Vice President

COMPLETE PROJECT NAME

Project No. XXXX

Invoice No. 12345

Invoice Date 01/01/2017

	Contract		Amd No. 1		Amd No. 2		Total Contract		Current Invoice	Previous Invoice	Total Invoice	Remaining Balance	Percent Complete
	Contract	Amd No. 1	Amd No. 2	Contract	Amd No. 1	Amd No. 2	Contract						
Basic Services:													
Preliminary Phase	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	100.0%
Design Phase	\$2,000.00	\$1,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$1,000.00	\$500.00	\$1,500.00	\$1,500.00	\$1,500.00	50.0%
Bid Phase	\$500.00	\$0.00	\$0.00	\$750.00	\$250.00	\$0.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	0.0%
Construction Phase	\$2,500.00	\$0.00	\$0.00	\$3,500.00	\$1,000.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00	0.0%
Subtotal Basic Services	\$6,000.00	\$1,000.00	\$1,250.00	\$8,250.00	\$1,250.00	\$0.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services:													
Permitting	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$500.00	\$0.00	\$500.00	\$500.00	\$1,500.00	25.0%
Warranty Phase	\$0.00	\$1,120.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,120.00	0.0%
Inspection	\$0.00	\$0.00	\$0.00	\$1,627.00	\$1,627.00	\$0.00	\$1,627.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,627.00	0.0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal Additional Services	\$2,000.00	\$1,120.00	\$1,627.00	\$4,747.00	\$1,627.00	\$0.00	\$4,747.00	\$500.00	\$0.00	\$500.00	\$500.00	\$4,247.00	10.5%
Summary of Fees:													
Basic Services Fees	\$6,000.00	\$1,000.00	\$1,250.00	\$8,250.00	\$1,250.00	\$0.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services Fees	\$2,000.00	\$1,120.00	\$1,627.00	\$4,747.00	\$1,627.00	\$0.00	\$4,747.00	\$500.00	\$0.00	\$500.00	\$500.00	\$4,247.00	10.5%
Total of Fees	\$8,000.00	\$2,120.00	\$2,877.00	\$12,997.00	\$2,877.00	\$0.00	\$12,997.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$9,997.00	23.1%

Notes:

A PURCHASE ORDER NUMBER MUST BE INCLUDED ON ALL INVOICES AND INVOICE CORRESPONDENCE. FAILURE TO COMPLY WILL RESULT IN DELAYED PAYMENT OF INVOICES.

If needed, update this sample form based on the contract requirements.

If applicable, refer to the contract for information on what to include with time and materials (T&M).

EXHIBIT C

Insurance Requirements

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 3-year reporting period provisions and identify any limitations regarding who is insured.
--	--

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, with the exception of professional liability, which may be on a per claims made 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 is 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.



SUPPLIER NUMBER _____
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: Pape-Dawson Engineers, Inc.

P. O. BOX: _____

STREET ADDRESS: 2000 NW Loop 410 **CITY:** San Anonio, TX **ZIP:** 78213

FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner
4. Association 5. Other

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
<u>N/A</u>	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
<u>N/A</u>	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
<u>N/A</u>	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
<u>N/A</u>	_____
_____	_____
_____	_____

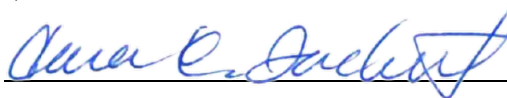
FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Cara C. Tackett, P.E. **Title:** Sr. Vice President
(Type or Print)

Signature of Certifying Person:  **Date:** 09/18/2020

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.