

CITY OF CORPUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES

**FOR PROJECT (No./Name) 19058A Area Development Plans - Flour Bluff Planning District &
19059A Area Development Plans - Padre / Mustang Island Planning District**

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 FREESE AND NICHOLS, INC., 800 N. Shoreline, Suite 1600N, Corpus Christi, Nueces, Texas 78401 (Consultant), hereby agree as follows:

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ARTICLE I – SCOPE OF SERVICES

1.1 The Consultant shall provide to Engineering Services its Scope of Services, to be 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.

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-4**. 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 **\$225,000.00.**

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. City and Consultant agree that the Rate Schedule is considered confidential information that may be excluded from public disclosure under Texas Government Code Chapter 552 as determined by the Texas Attorney General.

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 ~~This service shall be for a period of _____ years beginning on the Effective Date. The Agreement may be renewed for up to _____ one-year renewal options upon mutual agreement of the parties to be evidenced in writing prior to the expiration date of the prior term. Any renewals shall be at the same terms and conditions, plus any approved changes.~~

4.3 The Consultant agrees to begin work on those authorized Services for this contract upon receipt of the Notice to Proceed from the Director of Engineering Services. 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 (4) years following termination of the Agreement, unless there is an ongoing dispute under this Agreement, then such retention period shall extend until final resolution of the dispute.

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 twenty-one (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 thirty (30) calendar days of receipt of notice and supporting documentation, City will meet to discuss the request, after which an offer of settlement or a notification of no settlement offer will be sent to Consultant. If Consultant is not satisfied with the proposal presented, Consultant will have thirty (30) calendar days in which to (i) submit additional supporting data requested by the City, (ii) modify the initial request for remedy or (iii) request 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 thirty (30) calendar days after a Party delivers a written notice of such dispute, then the Parties shall proceed with the mediation process contained herein.

12.2.3.1 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.

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

12.2.3.3 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 thirty (30) calendar days of the request for mediation, all conditions precedent in this Article shall be deemed to have occurred.

12.2.3.4 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 No Waiver of Governmental Immunity. NOTHING IN THIS ARTICLE 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 Ownership of Documents. Consultant agrees that upon payment, City shall exclusively own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement, including contract documents (plans and specifications), drawings and submittal data. Consultant may make a copy for its files. Any reuse by the City, without specific written verification or adaptation by Consultant, shall be a City's sole risk and without liability or legal exposure to Consultant. The City agrees that any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

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.ctexas.com/government/city-secretary/conflict-disclosure/index>.

13.11 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.

13.12 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,

July 2, 2019

Sarah West, P.E., CFM
Major Projects Engineer
City of Corpus Christi
1201 Leopard Street
Corpus Christi, TX 78401

Re: Area Development Plans – Flour Bluff (PN:19058A) and Padre/Mustang Island (PN:19059A)

Dear Ms. West:

Freese and Nichols, Inc. (FNI) is pleased to submit the scope of work and associated attachments to prepare two new 20-year Area Development Plans (ADPs) for the following planning districts; Flour Bluff (20.5 sq. miles), and Padre/Mustang Island (34 sq. miles). The Flour Bluff and Padre/Mustang Island areas are anticipated to occur concurrently. The work includes extensive community outreach to develop Vision, Goals and Objectives. The planning process will emphasize a community outreach process that incorporates high-tech, web-based platforms (such as web-hosted interactive map applications that will gather community input), with complimentary low-tech approaches. The plans will consider existing conditions, needs and implementation strategies. This includes land use patterns, public infrastructure, and environmental impacts, etc.

It is anticipated that the scope of work for both area development plans will be completed within 10-12 months from notice to proceed, depending on the availability of stakeholders involved.

FNI agrees to perform the professional services outlined in the Scope of Work for a lump sum fee of \$225,000. We are excited to work with the City of Corpus Christi and provide excellent client service.

Sincerely,



Shad Comeaux, AICP
Associate

cc: Daniel McGinn; Keren Costanzo, AICP LEED AP

Attachments:
Scope of Work
Area Development Plans Study Location Map
Proposed Project Schedule

FLOUR BLUFF AND PADRE/MUSTANG ISLAND AREA DEVELOPMENT PLANS

SCOPE OF WORK

Through an inclusive planning process new 20-year Area Development Plans (ADPs) for the following planning districts will be prepared: Flour Bluff (20.5 sq. miles), and Padre/Mustang Island (34 sq. miles). The plans will consider existing conditions, needs, and implementation strategies. This includes land use patterns, public infrastructure, and environmental impacts, etc. The scope of work for the plans are contained in the following sections.

Project Limits: Flour Bluff and Padre/Mustang Island Planning Districts (see attached map)

The scope of work is outlined below.

TASK A - FLOUR BLUFF AREA DEVELOPMENT PLAN

TASK 1 – PROJECT MEETINGS AND COMMUNITY ENGAGEMENT

1.1: Project Kickoff Meeting and Tour of Study Area (1 Meeting)

Prior to initiating work, the Freese and Nichols, Inc. (FNI) team will conduct a kickoff meeting to discuss our understanding of the project, the project schedule, scope, communication methods, as well as request/receive any additional data that will be required for the study. The City staff should provide GIS files for the study area, background materials on any previous studies, current design standards, any updates to the comprehensive plan and land use ordinances. Recommended attendees include City project manager and staff, and others that will ultimately guide the progress, findings and recommendations of the plans. The FNI team would also like to discuss the following items:

- Project vision, goals, and objectives
- Priorities for transportation, housing and land use improvements
- Composition of the Advisory Committees
- Public involvement strategies
- Project expectations

The City will provide a meeting location and will notify attending team members of the location and time for the meeting. Following the project kick-off meeting, the FNI team will participate in a City-led tour of each study area to discuss challenges, issues and opportunities.

Deliverables: Meeting agenda, sign-in sheet, contact list, and summary notes

1.2: City Staff Progress Meetings

The FNI team will conduct scheduled conference calls, as needed, with City staff to discuss project progress, key action items and responsibilities, and project schedule. Freese and Nichols will prepare an agenda and a checklist with action items, responsibilities and due dates for appropriate team members, and will schedule and notify attendees of the meetings via e-mail.

Deliverables: Meeting agenda / checklist with key discussion items noted and action items. Meetings should be held at key milestones during the project.

1.3: Advisory Committee (3 Meetings)

The Advisory Committee (AC) will be formed by the Client and facilitated by members of the FNI team. The AC will be composed of various stakeholders and has the primary responsibility of guiding the activities of the Plans and providing input into the process. The FNI team will meet with the AC at key points during the planning process to discuss key issues related to the development of the Area Development Plan. The City will be responsible for providing a venue for the Committee meetings and will notify Committee Members of meeting dates and times. The FNI team will provide agendas and materials for discussion at each meeting. The FNI team will:

- Participate in three (3) AC meetings throughout the course of the project to update the Committee and get feedback on the process and preliminary recommendations
- Assist with defining the planning process
- Receive input from the Committee on a plan for obtaining broad community support

Deliverables – Meeting agendas, any meeting materials and summary notes with key discussion items noted and action items. Meetings should be held at key milestones during the project for a total of three (3) trips.

1.4: Community Engagement

The foundation of the Area Development Plan will be community and stakeholder participation. Community and stakeholder involvement should be inclusive, creative and energetic. Our community engagement process is aimed at educating the various stakeholders and constituencies regarding the purpose of the ADP update, and garnering feedback and insight into community needs, perceptions, and interests. To bring the community into the process and keep them involved, the Freese and Nichols team will utilize a variety of input techniques. All fliers and surveys will be in English and Spanish.

1.4.1: Project Website and Social Media

A project website, created and maintained by City staff, will provide information on the process, a list of events and information such as presentations and graphics as they are developed. The project website will be used to host a MetroQuest online community survey, to be advertised during the beginning of the project. We will also utilize the City's Facebook and any other City social media accounts to keep the community informed of project updates, events, and to provide information on the importance of planning. The FNI team will provide content and materials to be posted to the project website and any other social media platforms the City desires to post project information.

Deliverable – Development of content for the project website and social media, and creation of the MetroQuest online community survey

1.4.2: Community Engagement Meeting #1 (1 Meeting)

The FNI team will facilitate one (1) community engagement meeting to share information about the project, gather community input, and generate further support for the plans. The purpose of this workshop will be to inform and engage the community in the planning process. Specifically, this workshop will explain the planning process, provide an update on the work completed to date, solicit input and feedback, and answer questions of concern and interest expressed by residents and business interests. A variety of engagement tools can be used during the process and will be discussed with City staff during the project kickoff.

The Client will be responsible for printing flyers, printing postcards, identifying meeting participants, providing postage and mailing flyers and postcards, if desired. The FNI team will facilitate one (1) community engagement meeting. Meeting space and locations to be determined and hosted by the Client.

Deliverables – (1) Items for meeting agendas and preparation of boards or PowerPoint presentation to be used at meetings; (2) Flyer; (3) Summary of public involvement activities/results

1.4.3: Community Workshop (1 Day)

The FNI team will facilitate a one-day community charette to allow citizens, stakeholders and business owners to provide ideas and think through solutions for any issues related to the Flour Bluff area. This information will be collected through focus groups and/or stakeholder meetings. The FNI team will have expert planners to help provide information and address questions and

comments during the workshop. The information gathered and produced during the community workshop will help support plan recommendations and implementation.

Deliverables – (1) Materials and preparation of PowerPoint presentation to be used at meetings; (2) Flyer; (3) Summary of activities/results

1.4.4: Community Engagement Meeting #2 (1 Meeting)

The Freese and Nichols team will present the Draft Area Development Plan to the community. City staff will be responsible for marketing and noticing, securing a venue. A second community survey will be administered at this time to receive feedback on the Draft Area Development Plan

Deliverables – Items for meeting agendas, flyer, and preparation of boards or PowerPoint presentation to be used at meeting

TASK 2 – EXISTING CONDITIONS AND ANALYSIS

Building upon previous studies and plans, GIS data, and field observations, the Freese and Nichols team will inventory and analyze the existing land uses, transportation, housing, natural environment, and infrastructure within the study areas.

2.1: Analysis of Previous Studies and Plans

The FNI team will collect and analyze existing studies and plans that relate to the study areas, such as the City of Corpus Christi Comprehensive Plan, Urban Transportation Plan, Adopted Zoning Regulations, current CIP, Infrastructure Plans, Parks and Open Space Plan/Improvements, Regulatory Plan/Impacts, etc. The Client should provide copies of any existing studies and plans, if they are not available on the City's website.

2.2: Existing Land Uses

The mix and proximity of current residential and non-residential land uses will be evaluated, creating a baseline to understand the existing relationships. Recommendations and strategies to fill voids or enhance current connections will be evaluated after the existing land uses are mapped.

Based on the existing land use assessment, land use demand/projections for the next five, ten and twenty years by land use type will be recommended.

Deliverables – Map and explanation of the existing land use patterns within the Study areas; land use demand/projections for the next five, ten and twenty years

2.3: Pedestrian Connectivity and Transportation Evaluation

The current pedestrian network will be documented and mapped, and potential gaps and needs evaluated with respect to proposed development/redevelopment projects. Future pedestrian connections will be identified based on the findings of the needs analysis and the desire to maintain logical, accessible connections. Bicycle facilities and potential trails are also important to multi-modal connectivity in Corpus Christi and will be identified in the study areas.

The FNI team will review existing documents and data related to pedestrian connectivity, mobility and the overall transportation network. We will document the study area's transportation systems and data based on information from existing sources or obtained from field visits.

- Transportation system evaluation
- Existing and planned bike facilities
- Existing sidewalk facilities
- Existing traffic volumes from available data, traffic control and roadway geometry
- Parking

Deliverables – Map or illustrate existing conditions related to the outline items above, and develop findings, analysis and recommendations

2.4: Infrastructure and Natural Environment

The study will evaluate existing infrastructure and the natural environment in the study areas, and its effects on existing and future land uses. Lifecycle cost of infrastructure will also be evaluated to determine maintenance and replacement cost, annualize those costs, and compare to annual revenues intended to fund those costs. Infrastructure to be considered is roadways, water, wastewater and stormwater.

Deliverables – Map or illustrations of existing conditions related to the outline items above, and develop findings, analysis and recommendations

2.5: Housing and Neighborhoods Assessment

The assessment of housing and neighborhoods will provide the strengths, weaknesses, challenges and opportunities of neighborhoods. The high-level assessment will explore potential neighborhood programs and strategies, allowing the City to utilize its neighborhood resources more efficiently and

effectively. We will also explore housing demand and explore housing needs. This assessment will tie into the land use recommendations for, multifamily, single-family, and missing middle housing.

Deliverables – Housing and neighborhood assessment identifying characteristics, assets, issues, challenges and opportunities of neighborhoods within each study area

TASK 3 – PRELIMINARY RECOMMENDATIONS, CONCEPTUAL AND IMPLEMENTATION PLANS

Utilizing data from Task 2, stakeholder and community input, professional experience with other successful implementation strategies, the team will formulate recommendations, conceptual and implementation plans for in each study area. The plans will focus on land use, housing, transit/transportation, and other strategic investment opportunities that seek to capitalize on the area's assets. The plans will include policy strategies aimed at encouraging private investment consistent with the City's goals for development and redevelopment within the Study areas. A key component of the plan will be specific implementation steps and necessary capital improvement recommendations.

3.1: Conceptual Plan or Renderings

The conceptual plans will help promote the vision and guide implementation in each study area. The FNI team will prepare two-dimensional exhibits, building upon the ideas generated in prior meetings. The concept plan(s) will be created with a development program of recommendations from information collected in Tasks 1-3. The conceptual plan(s) will show the physical buildout and/or future land uses of development in key areas within the Study areas. The conceptual plan will become either map exhibits or illustrations that will support the policy, strategies, and recommendations developed during the process.

Deliverable: Conceptual plan illustrating future land uses, proposed infill, streetscapes and transportation, housing, infrastructure, and key planning strategies

3.2: Implementation Plan

The implementation plan will consist of the following primary areas:

- An assessment and recommendations of the most likely land uses, and development/redevelopment opportunities given the existing conditions and infrastructure lifecycle cost analysis. Recommendations will be accompanied by partnership opportunities, potential funding sources, and the projected timeframe for implementation. Projects with the potential for

immediate implementation will be identified and prioritized, as well as catalyst projects with the potential for addressing multiple goals and kickstarting investment.

- Policy recommendations aimed at establishing a regulatory and incentive structure that encourages the implementation of the recommendations will be provided. These strategies will include incentive tools that encourage private investment and public-private partnerships.
- A list of proposed capital improvements that support the proposed redevelopment recommendations. Special attention will be given to matching potential catalytic public infrastructure projects with priority private development catalyst projects and existing infrastructure plans to achieve the largest impact. Projects will be identified with community input for short-term (1-5 years), mid-term (5-10 years), and long-term (10+ years) implementation timeframes.

Deliverable: An implementation plan structured into a coordinated action program. The implementation plan will identify action items, priorities, potential funding options, partners, and timeline

TASK 4 – DRAFT FLOUR BLUFF AREA DEVELOPMENT PLAN

4:1: Draft Report

The Freese and Nichols team will prepare draft Area Development Plans, documenting the work outlined in the previous tasks. The draft Area Development Plans will be provided via email. The FNI team will provide a digital formatted copy for review. The draft study will be submitted to the City of Corpus Christi and Advisory Committee for review. The draft study should include, but is not limited to, the following: an acknowledgment page, a table of contents, figures and tables, an executive summary, the findings of tasks one through three, conclusion, and appendices as needed.

A reasonable review period will be requested from the Client, as well as, one point-of-contact to collect all comments to be submitted to the Freese and Nichols Team. City staff will review and make comments/edits prior to the Advisory Committee's review of the draft plan.

Deliverables: Draft plan in electronic format for review; maps that are a part of the draft report will be submitted as separate files; existing conditions maps and policy level planning items such as land use, zoning or major transportation route recommendations will be prepared in GIS format; site specific recommendations such as conceptual planning will be prepared in AutoCAD format; and no more than three (3) revisions of the plans

TASK 5 – FINAL FLOUR BLUFF AREA DEVELOPMENT PLAN

5:1: Final Report

Upon completion of review of the draft Area Development Plans, the FNI team will prepare the final Flour Bluff Area Development Plan. The Final Study should include, but is not limited to, the following: an acknowledgment page, a table of contents, figures and tables, an executive summary, the findings of tasks one through three, conclusion, and appendices as needed.

The Final Study will be high quality with clear images and illustrations with written text. All maps and tables will be properly cited and contain keys when appropriate. The Freese and Nichols team will apply its internal quality assurance controls to achieve a high-quality Final Study. A reasonable review period will be requested from the Client, as well as, one point-of-contact to collect all comments to be submitted to the Freese and Nichols Team.

The Freese and Nichols team will attend one (1) Community Engagement Meeting #2. At this meeting, the Consultant will present the planning scope, process, findings and final recommendations for adoption. If additional meetings are necessary, the Client agrees to conduct the meetings or negotiate additional services with the Consultant.

After adoption by the Corpus Christi City Council, the Freese and Nichols team will provide the Final Study using Adobe InDesign along with all project files such as GIS shapefiles, meeting minutes, survey results, etc.

Deliverables: Electronic submittal of study for one (1) final review; one (1) final presentations for City adoption; final Corpus Christi Area Development Plans (one high-resolution and one low-resolution electronic format file); two (2) flash drives or a web-based file sharing platform containing electronic files of final study in InDesign and as a PDF, maps, photos and graphics, and all other project files; existing conditions maps and policy level planning items such as land use, zoning or major transportation route recommendations will be prepared in GIS format; site specific recommendations such as conceptual planning will be prepared in AutoCAD format

Revisions: Revision One (Draft Plan to City Staff); Revision Two (Draft to Advisory Committee); Revision Three (Draft to Public, possible revisions); Final Draft (Possible revisions during the adoption process)

TASK 6 – MEETING PREPARATION

6:1: Meeting Preparation

Prior to meetings and community engagements under Task 1, the planning team will prepare presentations, boards, agendas, meeting summaries, map exhibits, surveys, fliers, etc. Any revisions and edits of prepared items listed will be completed under this task.

TASK 7 – PROJECT MANAGEMENT

7:1: Project Management

Project management, both external and internal, includes one-page status reports, project invoicing, planning team management, and client communications.

TASK 8 – PROJECT EXPENSES

8:1: Project Expenses

Any project expenses related to meeting materials, equipment and travel expenses.

TASK 9 – ADDITIONAL SERVICES

Additional tasks may be required during the development of the area development plans such as renderings, conceptual design and engineering feasibility analysis, etc. Any additional services require written authorization by the City's project manager. A scope/estimated fee will be negotiated at the time of the request for additional tasks. Additional services shall not exceed **\$10,000**.

TASK B - PADRE/MUSTANG ISLAND AREA DEVELOPMENT PLAN

TASK 1 – PROJECT MEETINGS AND COMMUNITY ENGAGEMENT

1.1: Project Kickoff Meeting and Tour of Study Area (1 Meeting)

Prior to initiating work, the Freese and Nichols, Inc. (FNI) team will conduct a kickoff meeting to discuss our understanding of the project, the project schedule, scope, communication methods, as well as request/receive any additional data that will be required for the study. The City staff should provide GIS files for the study area, background materials on any previous studies, current design standards, any updates to the comprehensive plan and land use ordinances. Recommended attendees include City

project manager and staff, and others that will ultimately guide the progress, findings and recommendations of the plans. The FNI team would also like to discuss the following items:

- Project vision, goals, and objectives
- Priorities for transportation, housing and land use improvements
- Composition of the Advisory Committees
- Public involvement strategies
- Project expectations

The City will provide a meeting location and will notify attending team members of the location and time for the meeting. Following the project kick-off meeting, the FNI team will participate in a City-led tour of each study area to discuss challenges, issues and opportunities.

Deliverables: Meeting agenda, sign-in sheet, contact list, and summary notes

1.2: City Staff Progress Meetings

The FNI team will conduct scheduled conference calls, as needed, with City staff to discuss project progress, key action items and responsibilities, and project schedule. Freese and Nichols will prepare an agenda and a checklist with action items, responsibilities and due dates for appropriate team members, and will schedule and notify attendees of the meetings via e-mail.

Deliverables: Meeting agenda / checklist with key discussion items noted and action items. Meetings should be held at key milestones during the project.

1.3: Advisory Committee (3 Meetings)

The Advisory Committee (AC) will be formed by the Client and facilitated by members of the FNI team. The AC will be composed of various stakeholders and has the primary responsibility of guiding the activities of the Plans and providing input into the process. The FNI team will meet with the AC at key points during the planning process to discuss key issues related to the development of the Area Development Plan. The City will be responsible for providing a venue for the Committee meetings and will notify Committee Members of meeting dates and times. The FNI team will provide agendas and materials for discussion at each meeting. The FNI team will:

- Participate in three (3) AC meetings throughout the course of the project to update the Committee and get feedback on the process and preliminary recommendations
- Assist with defining the planning process
- Receive input from the Committee on a plan for obtaining broad community support

Deliverables – Meeting agendas, any meeting materials and summary notes with key discussion items noted and action items. Meetings should be held at key milestones during the project for a total of three (3) trips.

1.4: Community Engagement

The foundation of the Area Development Plans will be community and stakeholder participation. Community and stakeholder involvement should be inclusive, creative and energetic. Our community engagement process is aimed at educating the various stakeholders and constituencies regarding the purpose of the ADP update, and garnering feedback and insight into community needs, perceptions, and interests. To bring the community into the process and keep them involved, the Freese and Nichols team will utilize a variety of input techniques. All fliers and surveys will be in English and Spanish.

1.4.1: Project Website and Social Media

A project website, created and maintained by City staff, will provide information on the process, a list of events and information such as presentations and graphics as they are developed. The project website will be used to host a MetroQuest online community survey, to be advertised during the beginning of the project. We will also utilize the City's Facebook and any other City social media accounts to keep the community informed of project updates, events, and to provide information on the importance of planning. The FNI team will provide content and materials to be posted to the project website and any other social media platforms the City desires to post project information.

Deliverable – Development of content for the project website and social media, and creation of the MetroQuest online community survey

1.4.2: Community Engagement Meeting #1 (1 Meeting)

The FNI team will facilitate one (1) community engagement meeting to share information about the project, gather community input, and generate further support for the plans. The purpose of this workshop will be to inform and engage the community in the planning process. Specifically, this workshop will explain the planning process, provide an update on the work completed to date, solicit input and feedback, and answer questions of concern and interest expressed by residents and business interests. A variety of engagement tools can be used during the process and will be discussed with City staff during the project kickoff.

The Client will be responsible for printing flyers, printing postcards, identifying meeting participants, providing postage and mailing flyers and postcards, if desired. The FNI team will

facilitate one (1) community engagement meeting. Meeting space and locations to be determined and hosted by the Client.

Deliverables – (1) Items for meeting agendas and preparation of boards or PowerPoint presentation to be used at meetings; (2) Flyer; (3) Summary of public involvement activities/results

1.4.3: Community Workshop (1 Day)

The FNI team will facilitate a one-day community charette to allow citizens, stakeholders and business owners to provide ideas and think through solutions for any issues related to the respective Padre/Mustang Island area. This information will be collected through focus groups and/or stakeholder meetings. The FNI team will have expert planners to help provide information and address questions and comments during the workshop. The information gathered and produced during the community workshop will help support plan recommendations and implementation.

Deliverables – (1) Materials and preparation of PowerPoint presentation to be used at meetings; (2) Flyer; (3) Summary of activities/results

1.4.4: Community Engagement Meeting #2 (1 Meeting)

The Freese and Nichols team will present the Draft Area Development Plan to the community. City staff will be responsible for marketing and noticing, securing a venue. A second community survey will be administered at this time to receive feedback on the Draft Area Development Plan

Deliverables – Items for meeting agendas, flyer, and preparation of boards or PowerPoint presentation to be used at meeting

TASK 2 – EXISTING CONDITIONS AND ANALYSIS

Building upon previous studies and plans, GIS data, and field observations, the Freese and Nichols team will inventory and analyze the existing land uses, transportation, housing, natural environment, and infrastructure within the study areas.

2.1: Analysis of Previous Studies and Plans

The FNI team will collect and analyze existing studies and plans that relate to the study areas, such as the City of Corpus Christi Comprehensive Plan, Urban Transportation Plan, Adopted Zoning Regulations, current CIP, Infrastructure Plans, Parks and Open Space Plan/Improvements, Regulatory

Plan/Impacts, etc. The Client should provide copies of any existing studies and plans, if they are not available on the City's website.

2.2: Existing Land Uses

The mix and proximity of current residential and non-residential land uses will be evaluated, creating a baseline to understand the existing relationships. Recommendations and strategies to fill voids or enhance current connections will be evaluated after the existing land uses are mapped.

Based on the existing land use assessment, land use demand/projections for the next five, ten and twenty years by land use type will be recommended.

Deliverables – Map and explanation of the existing land use patterns within the Study areas; land use demand/projections for the next five, ten and twenty years

2.3: Pedestrian Connectivity and Transportation Evaluation

The current pedestrian network will be documented and mapped, and potential gaps and needs evaluated with respect to proposed development/redevelopment projects. Future pedestrian connections will be identified based on the findings of the needs analysis and the desire to maintain logical, accessible connections. Bicycle facilities and potential trails are also important to multi-modal connectivity in Corpus Christi and will be identified in the study areas.

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- Transportation system evaluation
- Existing and planned bike facilities
- Existing sidewalk facilities
- Existing traffic volumes from available data, traffic control and roadway geometry
- Parking

Deliverables – Map or illustrate existing conditions related to the outline items above, and develop findings, analysis and recommendations

2.4: Infrastructure and Natural Environment

The study will evaluate existing infrastructure and the natural environment in the study areas, and its effects on existing and future land uses. Lifecycle cost of infrastructure will also be evaluated to determine maintenance and replacement cost, annualize those costs, and compare to annual revenues intended to fund those costs. Infrastructure to be considered is roadways, water, wastewater and stormwater.

Deliverables – Map or illustrations of existing conditions related to the outline items above, and develop findings, analysis and recommendations

2.5: Housing and Neighborhoods Assessment

The assessment of housing and neighborhoods will provide the strengths, weaknesses, challenges and opportunities of neighborhoods. The high-level assessment will explore potential neighborhood programs and strategies, allowing the City to utilize its neighborhood resources more efficiently and effectively. We will also explore housing demand and explore housing needs. This assessment will tie into the land use recommendations for, multifamily, single-family, and missing middle housing.

Deliverables – Housing and neighborhood assessment identifying characteristics, assets, issues, challenges and opportunities of neighborhoods within each study area

TASK 3 – PRELIMINARY RECOMMENDATIONS, CONCEPTUAL AND IMPLEMENTATION PLANS

Utilizing data from Task 2, stakeholder and community input, professional experience with other successful implementation strategies, the team will formulate recommendations, conceptual and implementation plans for in each study area. The plans will focus on land use, housing, transit/transportation, and other strategic investment opportunities that seek to capitalize on the area's assets. The plans will include policy strategies aimed at encouraging private investment consistent with the City's goals for development and redevelopment within the Study areas. A key component of the plan will be specific implementation steps and necessary capital improvement recommendations.

3.1: Conceptual Plan or Renderings

The conceptual plans will help promote the vision and guide implementation in each study area. The FNI team will prepare two-dimensional exhibits, building upon the ideas generated in prior meetings. The concept plan(s) will be created with a development program of recommendations from information collected in Tasks 1-3. The conceptual plan(s) will show the physical buildout and/or future land uses of development in key areas within the Study areas. The conceptual plan will become either map exhibits

or illustrations that will support the policy, strategies, and recommendations developed during the process.

Deliverable: Conceptual plan illustrating future land uses, proposed infill, streetscapes and transportation, housing, infrastructure, and key planning strategies

3.2: Implementation Plan

The implementation plan will consist of the following primary areas:

- An assessment and recommendations of the most likely land uses, and development/redevelopment opportunities given the existing conditions and infrastructure lifecycle cost analysis. Recommendations will be accompanied by partnership opportunities, potential funding sources, and the projected timeframe for implementation. Projects with the potential for immediate implementation will be identified and prioritized, as well as catalyst projects with the potential for addressing multiple goals and kickstarting investment.
- Policy recommendations aimed at establishing a regulatory and incentive structure that encourages the implementation of the recommendations will be provided. These strategies will include incentive tools that encourage private investment and public-private partnerships.
- A list of proposed capital improvements that support the proposed redevelopment recommendations. Special attention will be given to matching potential catalytic public infrastructure projects with priority private development catalyst projects and existing infrastructure plans to achieve the largest impact. Projects will be identified with community input for short-term (1-5 years), mid-term (5-10 years), and long-term (10+ years) implementation timeframes.

Deliverable: An implementation plan structured into a coordinated action program. The implementation plan will identify action items, priorities, potential funding options, partners, and timeline

TASK 4 – DRAFT PADRE/MUSTANG ISLAND AREA DEVELOPMENT PLAN

4:1: Draft Report

The Freese and Nichols team will prepare draft Area Development Plans, documenting the work outlined in the previous tasks. The draft Area Development Plans will be provided via email. The FNI team will provide a digital formatted copy for review. The draft study will be submitted to the City of Corpus Christi and Advisory Committee for review. The draft study should include, but is not limited to,

the following: an acknowledgment page, a table of contents, figures and tables, an executive summary, the findings of tasks one through three, conclusion, and appendices as needed.

A reasonable review period will be requested from the Client, as well as, one point-of-contact to collect all comments to be submitted to the Freese and Nichols Team. City staff will review and make comments/edits prior to the Advisory Committee's review of the draft plan.

Deliverables: Draft plan in electronic format for review; maps that are a part of the draft report will be submitted as separate files; existing conditions maps and policy level planning items such as land use, zoning or major transportation route recommendations will be prepared in GIS format; site specific recommendations such as conceptual planning will be prepared in AutoCAD format; and no more than three (3) revisions of the plans

TASK 5 – FINAL PADRE/MUSTANG ISLAND AREA DEVELOPMENT PLAN

5:1: Final Report

Upon completion of review of the draft Area Development Plans, the FNI team will prepare the final Padre/Mustang Island Area Development Plan. The Final Study should include, but is not limited to, the following: an acknowledgment page, a table of contents, figures and tables, an executive summary, the findings of tasks one through three, conclusion, and appendices as needed.

The Final Study will be high quality with clear images and illustrations with written text. All maps and tables will be properly cited and contain keys when appropriate. The Freese and Nichols team will apply its internal quality assurance controls to achieve a high-quality Final Study. A reasonable review period will be requested from the Client, as well as, one point-of-contact to collect all comments to be submitted to the Freese and Nichols Team.

The Freese and Nichols team will attend one (1) Community Engagement Meeting #2. At this meeting, the Consultant will present the planning scope, process, findings and final recommendations for adoption. If additional meetings are necessary, the Client agrees to conduct the meetings or negotiate additional services with the Consultant.

After adoption by the Corpus Christi City Council, the Freese and Nichols team will provide the Final Study using Adobe InDesign along with all project files such as GIS shapefiles, meeting minutes, survey results, etc.

Deliverables: Electronic submittal of study for one (1) final review; one (1) final presentations for City adoption; final Corpus Christi Area Development Plans (one high-resolution and one low-resolution electronic format file); two (2) flash drives or a web-based file sharing platform containing electronic files of final study in InDesign and as a PDF, maps, photos and graphics, and all other project files; existing conditions maps and policy level planning items such as land use, zoning or major transportation route recommendations will be prepared in GIS format; site specific recommendations such as conceptual planning will be prepared in AutoCAD format

Revisions: Revision One (Draft Plan to City Staff); Revision Two (Draft to Advisory Committee); Revision Three (Draft to Public, possible revisions); Final Draft (Possible revisions during the adoption process)

TASK 6 – MEETING PREPARATION

6:1: Meeting Preparation

Prior to meetings and community engagements under Task 1, the planning team will prepare presentations, boards, agendas, meeting summaries, map exhibits, surveys, fliers, etc. Any revisions and edits of prepared items listed will be completed under this task.

TASK 7 – PROJECT MANAGEMENT

7:1: Project Management

Project management, both external and internal, includes one-page status reports, project invoicing, planning team management, and client communications.

TASK 8 – PROJECT EXPENSES

8:1: Project Expenses

Any project expenses related to meeting materials, equipment and travel expenses.

TASK 9 – ADDITIONAL SERVICES

Additional tasks may be required during the development of the area development plans such as renderings, conceptual design and engineering feasibility analysis, etc. Any additional services require

written authorization by the City's project manager. A scope/estimated fee will be negotiated at the time of the request for additional tasks. Additional services shall not exceed **\$15,000**.

SCHEDULE The scope of work for both area development plans will begin January 2020 and be completed by December 2020. Advisory Committee and Community Engagement meetings for both the Flour Bluff and Padre/Mustang Island Area Development Plans will be held either on the same day or during a single trip in order to meet project schedule and budget.

COMPENSATION: Freese and Nichols agrees to perform the professional services outlined in the Scope of Work for a lump sum fee of **\$225,000**, and as outlined in the summary of fees table below.

SUMMARY OF FEES

Task A - Flour Bluff Area Development Plan (19058A)	Task Fee
Task 1 - Project Meetings and Community Engagement	\$21,187.50
Task 2 – Existing Conditions and Analysis	\$14,753.50
Task 3 - Preliminary Recommendations, Conceptual & Implementation Plan	\$12,771.50
Task 4 - Draft Flour Bluff and Padre/Mustang Island Area Development Plan	\$18,698.50
Task 5 - Final Flour Bluff and Padre/Mustang Island Area Development Plan	\$6,881.50
Task 6 – Meeting Preparation	\$13,327
Task 7 – Project Management	\$7,480.50
Task 8 – Project Expenses	\$4,900
Task 9 – Additional Services (allowance)	\$10,000
Task A Subtotal:	\$110,000

Task B – Padre/Mustang Island Area Development Plan (19059A)	Task Fee
Task 1 - Project Meetings and Community Engagement	\$21,187.50
Task 2 – Existing Conditions and Analysis	\$14,753.50
Task 3 - Preliminary Recommendations, Conceptual & Implementation Plan	\$12,771.50
Task 4 - Draft Flour Bluff and Padre/Mustang Island Area Development Plan	\$18,698.50
Task 5 - Final Flour Bluff and Padre/Mustang Island Area Development Plan	\$6,881.50
Task 6 – Meeting Preparation	\$13,327
Task 7 – Project Management	\$7,480.50
Task 8 – Project Expenses	\$4,900
Task 9 – Additional Services (allowance)	\$15,000
Task B Subtotal:	\$115,000
Total Authorized Fee	\$225,000

Proposed Project Schedule: Corpus Christi Flour Bluff Area Development Plan

Item, Meeting or Task Product	Date	2020												Status	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
TASK 1 - PROJECT MEETINGS AND COMMUNITY ENGAGEMENT															
1.1: Project Kickoff Meeting and Area Developments Tour (1 Meeting)															
1.2: City Staff Progress Meetings															
1.3: Advisory Committee (3 Meetings)															
1.4: Community Engagement															
1.4.1: Project Website and Social Media															
1.4.2: Community Engagement Meeting #1 (1 Meeting)															
1.4.3: Community Workshop (1 Days)															
1.4.4: Community Engagement Meeting #2 (1 Meeting)															
TASK 2 – EXISTING CONDITIONS AND ANALYSIS															
2.1: Analysis of Previous Studies and Plans															
2.2: Existing Land Uses															
2.3: Pedestrian Connectivity and Transportation Evaluation															
2.4: Infrastructure and Natural Environment															
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TASK 3 – PRELIMINARY RECOMMENDATIONS, CONCEPTUAL AND IMPLEMENTATION PLANS															
3.1: Prepare Conceptual Plan															
3.2: Prepare Implementation Plan															
TASK 4 – DRAFT FLOUR BLUFF AREA DEVELOPMENT PLAN															
4.1 Draft Report for Flour Bluff Area Development Plan															
TASK 5 – FINAL FLOUR BLUFF AREA DEVELOPMENT PLAN															
5.1 Finalize Report for Flour Bluff Area Development Plan															*
TASK 6 – MEETING PREPARATION															
6.1 Meeting Preparation															
TASK 7 – PROJECT MANAGEMENT															
7.1 Project Management															
TASK 8 – PROJECT EXPENSES															
8.1 Project Expenses															

Proposed Project Schedule: Corpus Christi Padre/Mustang Island Area Development Plan

Item, Meeting or Task Product	Date	2020												Status
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
TASK 1 - PROJECT MEETINGS AND COMMUNITY ENGAGEMENT														
1.1: Project Kickoff Meeting and Area Developments Tour (1 Meeting)														
1.2: City Staff Progress Meetings														
1.3: Advisory Committee (3 Meetings)														
1.4: Community Engagement														
1.4.1: Project Website and Social Media														
1.4.2: Community Engagement Meeting #1 (1 Meeting)														
1.4.3: Community Workshop (1 Days)														
1.4.4: Community Engagement Meeting #2 (1 Meeting)														
TASK 2 – EXISTING CONDITIONS AND ANALYSIS														
2.1: Analysis of Previous Studies and Plans														
2.2: Existing Land Uses														
2.3: Pedestrian Connectivity and Transportation Evaluation														
2.4: Infrastructure and Natural Environment														
2.5: Housing and Neighborhoods Assessment														
TASK 3 – PRELIMINARY RECOMMENDATIONS, CONCEPTUAL AND IMPLEMENTATION PLANS														
3.1: Prepare Conceptual Plan														
3.2: Prepare Implementation Plan														
TASK 4 – DRAFT Padre/Mustang Island AREA DEVELOPMENT PLAN														
4.1 Draft Report for Padre/Mustang Island Area Development Plan														
TASK 5 – FINAL Padre/Mustang Island AREA DEVELOPMENT PLAN														
5.1 Finalize Report for Padre/Mustang Island Area Development Plan														*
TASK 6 – MEETING PREPARATION														
6.1 Meeting Preparation														
TASK 7 – PROJECT MANAGEMENT														
7.1 Project Management														
TASK 8 – PROJECT EXPENSES														
8.1 Project Expenses														

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
Basic Services:													
Preliminary Phase	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	100.0%
Design Phase	\$2,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$1,500.00	\$1,000.00	\$500.00	\$1,500.00	\$1,500.00	\$1,500.00	50.0%
Bid Phase	\$500.00	\$0.00	\$0.00	\$250.00	\$0.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	0.0%
Construction Phase	\$2,500.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$3,500.00	\$0.00	\$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	\$1,250.00	\$0.00	\$8,250.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services:													
Permitting	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$500.00	\$0.00	\$0.00	\$500.00	\$500.00	\$1,500.00	25.0%
Warranty Phase	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,120.00	0.0%
Inspection	\$0.00	\$0.00	\$0.00	\$1,627.00	\$0.00	\$1,627.00	\$0.00	\$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	\$1,120.00	\$1,627.00	\$0.00	\$4,747.00	\$500.00	\$0.00	\$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	\$1,250.00	\$0.00	\$8,250.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services Fees	\$2,000.00	\$1,120.00	\$1,120.00	\$1,627.00	\$0.00	\$4,747.00	\$500.00	\$0.00	\$0.00	\$500.00	\$500.00	\$4,247.00	10.5%
Total of Fees	\$8,000.00	\$2,120.00	\$2,370.00	\$2,877.00	\$0.00	\$12,997.00	\$3,000.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$9,997.00	23.1%

Notes:

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 B-1

CONFIDENTIAL RATE SHEET

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

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

PRINCIPALS: The Consultant must provide documentation with each payment request that clearly indicates how a Principal's time is allocated and the justification for that allocation.

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

Add additional subconsultants as needed.

EXHIBIT C

Insurance Requirements

Pre-Design, Design and General Consulting Contracts

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

1.2 Consultant must furnish to the Director of Engineering Services with the signed agreement a copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **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
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.

1.3 In the event of accidents of any kind related to this agreement, Consultant must furnish the City with copies of all reports of any accidents within 10 days of the accident.

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

1.5 In the event of a change in insurance coverage, Consultant shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 business days of said change. Consultant shall pay any costs 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 If the policy is cancelled, other than for nonpayment of premium, notice of such cancellation will be provided at least 30 days in advance of the cancellation effective date to the certificate holder;

1.6.2 If the policy is cancelled for nonpayment of premium, notice of such cancellation will be provided within 10 days of the cancellation effective date to the certificate holder.

1.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall notify City of such lapse in coverage and 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 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.



City of
Corpus
Christi

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: Freese and Nichols, Inc.

P. O. BOX: _____

STREET ADDRESS: 800 N. Shoreline, Suite 1600N **CITY:** Corpus Christi **ZIP:** 78401-

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>	<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>	<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>	<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>	<u>N/A</u>
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

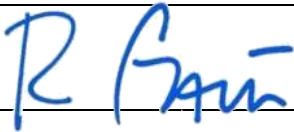
If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose 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: Ron Guzman, P.E. **Title:** Vice President/Principal
(Type or Print)

Signature of Certifying Person:



Date: July 18, 2019

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.