



INFORMAL STAFF REPORT

MEMORANDUM

To: Margie C. Rose, City Manager *MR*

Thru: Mark Van Vleck, P.E., Assistant City Manager *MCCV*
Valerie H. Gray, P.E., Executive Director of Public Works *[Signature]*

From: Jeffrey Edmonds, P.E., Director of Engineering Services *[Signature]*

Date: May 11, 2017

Subject: CITY COUNCIL ACTION REQUEST (CCAR) RESPONSE – 5/10/17
Architectural Fees for Salinas Park Project (Bond 2012 Prop 4)

ISSUE:

During the May 9, 2017 Council Meeting, Councilmember Guajardo requested information regarding selection, scope of work and compensation of the Landscape Architecture firm for the Salinas Park project.

BACKGROUND & FINDINGS:

Engineering Services has been designated to procure and manage all construction, architectural and engineering services on City projects. Local government procurements must be conducted in compliance with Texas Administrative Code (TAC). TAC Chapter 2254 (Attachment 1) governs the procurement of professional services by state and local governments. Chapter 2254 includes a list of services defined as professional services that contains some of the services most frequently procured by the Engineering Services Department. That list includes architecture, landscape architecture, land surveying and professional engineering.

One of the main tenets of Chapter 2254 is that a governmental entity may not select a provider of professional services or award a contract on the basis of competitive bids but shall make the selection and award on the basis of demonstrated competence and qualifications to perform the services. Engineering Services follows a qualifications-based selection process for professional services that is fully compliant with TAC Chapter 2254. Requests for Qualifications (RFQ's) are currently published online through CIVCAST and are globally viewable. The RFQ for Architectural and Engineering (AE) Services that was published for the Bond 2012 projects is attached (Attachment 2)

Selection committees are created from a mix of Engineering staff, operating department staff and other interested stakeholders. Qualifications are evaluated based on the published selection criteria and ranked. Engineering management attempts to map the highest qualified firms to their highest project preference.

Once selected, Engineering staff attempts to negotiate a fair and reasonable fee with the selected provider. The fee negotiations are based on the level of effort to accomplish the scope of work (SOW) and reasonable hourly rates.

The City is allowed to sole-source professional services without a formal request for qualifications process. Engineering's current standard procedure is to sole-source only small, staff-applicable (sub \$50,000 contracts). Large professional service contracts are now typically competed through an RFQ. The current Engineering leadership team was not in place when Gignac Landscape Architecture contract was awarded a professional service contract (Attachment 3) in October 2014 for \$44,600.00 for landscape and irrigation design at Garcia and Salinas Parks. This may have been sole-sourced due to the fact that the total fee was a staff-applicable amount. The staff members involved in this decision are no longer with the City so this could not be confirmed.

The 93-acre Salinas Park design included the following landscape and irrigation improvements:

Landscape improvements include installation of: 26 Crepe Myrtles, 5 Desert Willows, 40 Live Oaks, 8 Cedar Elms, 7 Japanese Blueberries, 13 Soapberry, 15 Anacua, 12 Mesquite, 13 Red Oak Trees, 5 Texas Mountain Laurel, 69 Gulf Muhly grasses, 11 Durantas including bed preparation. Irrigation improvements include: installation of automatic irrigation systems for sports fields with rotor heads, mainlines, laterals, booster pump (with power), spray heads and drip irrigation for landscaping. Site work included grading, subgrade stabilization with lime, base material placement and compaction, sidewalks, and concrete flume construction.

The Landscape Architect scope of work required the planning and design of the improvements. The deliverables included a set of drawings and specifications to competitively bid the construction that were submitted in draft, draft-final and sealed final. The bid set consisted of 20 sheets of drawings and a 289-page specification manual. The contract also includes construction phase services which have yet to be performed. Construction phase services require the review and approval of submittals from the contractor, multiple site visits and attendance at progress meetings and walk-throughs. The project was designed with Additive Alternates that were not exercised due to budgetary constraints. Additive Alternate No. 1 included HMA/C paving, pavement striping and markings, and signage. Additive Alternate No. 2 included concrete sidewalks, pavement markings, and ADA signage. Additive Alternate No. 3 included 1" to 2" of compost over seeding, turf repairs and aeration to existing football and baseball fields.

The additive alternates increase the level of effort for the Landscape Architect but did not increase the construction cost since they were not awarded. That increases the percentage of construction cost paid for fees. Additionally, 30% of the Gignac Landscape Architecture fee was for work at Garcia Park. Dividing the portion of the fee for Salinas Park by the construction cost yields 7.3% for landscape architecture. Given the small scale of the Salinas Park project, the Gignac fee as a percentage of construction cost appears very reasonable.

There are published fee curves that are sometimes used to determine appropriateness of professional service fees. One such curve, published by the Federal Emergency Management Agency (FEMA), is attached for reference (Attachment 4). Based on that curve, design fees of over 13% would be

appropriate for a project the size of Salinas Park. There were other design consultants involved with Salinas Park and the total for professional fees is around 10% of construction cost.

CONCLUSIONS:

1. Landscape Architecture is a professional service covered under the Texas Professional Service Procurement Act.
2. The Engineering Services Department procures professional services in accordance with policy and the Texas Professional Service Procurement Act.
3. Professional services are procured based on a firm's qualifications. Engineering Services then attempts to negotiate fair and reasonable fees.
4. The professional fees paid for the Salinas Park Project are appropriate, fair and reasonable for the required scope and level of effort required.

ATTACHMENT 1

**Texas Administrative Code Chapter 2254
Texas Professional Service Procurement Act**

GOVERNMENT CODE
TITLE 10. GENERAL GOVERNMENT
SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT
CHAPTER 2254. PROFESSIONAL AND CONSULTING SERVICES

SUBCHAPTER A. PROFESSIONAL SERVICES

Sec. 2254.001. SHORT TITLE. This subchapter may be cited as the Professional Services Procurement Act.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2254.002. DEFINITIONS. In this subchapter:

(1) "Governmental entity" means:

- (A) a state agency or department;
- (B) a district, authority, county, municipality, or other political subdivision of the state;
- (C) a local government corporation or another entity created by or acting on behalf of a political subdivision in the planning and design of a construction project; or
- (D) a publicly owned utility.

(2) "Professional services" means services:

(A) within the scope of the practice, as defined by state law, of:

- (i) accounting;
- (ii) architecture;
- (iii) landscape architecture;
- (iv) land surveying;
- (v) medicine;
- (vi) optometry;
- (vii) professional engineering;
- (viii) real estate appraising; or
- (ix) professional nursing; or

(B) provided in connection with the professional employment or practice of a person who is licensed or registered as:

- (i) a certified public accountant;
- (ii) an architect;
- (iii) a landscape architect;

- (iv) a land surveyor;
- (v) a physician, including a surgeon;
- (vi) an optometrist;
- (vii) a professional engineer;
- (viii) a state certified or state licensed real estate appraiser; or
- (ix) a registered nurse.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1997, 75th Leg., ch. 244, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1542, Sec. 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1409, Sec. 8, eff. Sept. 1, 2001.

Sec. 2254.003. SELECTION OF PROVIDER; FEES. (a) A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:

- (1) on the basis of demonstrated competence and qualifications to perform the services; and
- (2) for a fair and reasonable price.

(b) The professional fees under the contract may not exceed any maximum provided by law.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1213 (H.B. 1886), Sec. 14, eff. September 1, 2007.

Sec. 2254.0031. INDEMNIFICATION. A state governmental entity may require a contractor selected under this subchapter to indemnify or hold harmless the state from claims and liabilities resulting from the negligent acts or omissions of the contractor or persons employed by the contractor. A state governmental entity may not require a contractor to indemnify or hold harmless the state for claims or liabilities resulting from the negligent acts or omissions of the state governmental entity or its employees.

Added by Acts 1999, 76th Leg., ch. 1499, Sec. 1.37, eff. Sept. 1,

1999.

Sec. 2254.004. CONTRACT FOR PROFESSIONAL SERVICES OF ARCHITECT, ENGINEER, OR SURVEYOR. (a) In procuring architectural, engineering, or land surveying services, a governmental entity shall:

(1) first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and

(2) then attempt to negotiate with that provider a contract at a fair and reasonable price.

(b) If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:

(1) formally end negotiations with that provider;

(2) select the next most highly qualified provider;

and

(3) attempt to negotiate a contract with that provider at a fair and reasonable price.

(c) The entity shall continue the process described in Subsection (b) to select and negotiate with providers until a contract is entered into.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 119, Sec. 1, eff. Sept. 1, 1997.

Sec. 2254.005. VOID CONTRACT. A contract entered into or an arrangement made in violation of this subchapter is void as against public policy.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2254.006. CONTRACT NOTIFICATION. A state agency, including an institution of higher education as defined by Section 61.003, Education Code, shall provide written notice to the Legislative Budget Board of a contract for professional services, other than a contract for physician or optometric services, if the amount of the contract, including an amendment, modification,

renewal, or extension of the contract, exceeds \$14,000. The notice must be on a form prescribed by the Legislative Budget Board and filed not later than the 10th day after the date the agency enters into the contract.

Added by Acts 1999, 76th Leg., ch. 281, Sec. 13, eff. Sept. 1, 1999.

Sec. 2254.007. DECLARATORY OR INJUNCTIVE RELIEF. (a) This subchapter may be enforced through an action for declaratory or injunctive relief filed not later than the 10th day after the date a contract is awarded.

(b) This section does not apply to the enforcement of a contract entered into by a state agency as that term is defined by Section 2151.002. In this subsection, "state agency" includes the Texas Building and Procurement Commission.

Added by Acts 2007, 80th Leg., R.S., Ch. 1213 (H.B. 1886), Sec. 13, eff. September 1, 2007.

SUBCHAPTER B. CONSULTING SERVICES

Sec. 2254.021. DEFINITIONS. In this subchapter:

(1) "Consulting service" means the service of studying or advising a state agency under a contract that does not involve the traditional relationship of employer and employee.

(2) "Major consulting services contract" means a consulting services contract for which it is reasonably foreseeable that the value of the contract will exceed \$15,000, or \$25,000 for an institution of higher education other than a public junior college.

(3) "Consultant" means a person that provides or proposes to provide a consulting service. The term includes a political subdivision but does not include the federal government, a state agency, or a state governmental entity.

(4) "Political subdivision" means:

(A) a county;

(B) an incorporated or unincorporated municipality;

(C) a public junior college;

(D) a public school district or other educational or rehabilitative district;

(E) a metropolitan or regional transit authority;

(F) an airport authority;

(G) a river authority or compact;

(H) a regional planning commission, a council of governments, or a similar regional planning agency created under Chapter 391, Local Government Code;

(I) the Edwards Aquifer Authority or a district governed by Title 4, Water Code;

(J) a soil and water conservation district;

(K) a county or municipal improvement district;

(L) a county road or road utility district;

(M) a county housing authority;

(N) an emergency services or communications district;

(O) a fire prevention district;

(P) a public health or hospital authority or district;

(Q) a mosquito control district;

(R) a special waste district;

(S) a rural rail transportation district; or

(T) any other local government or special district of this state.

(5) "State agency" has the meaning assigned by Section 2151.002.

(6) "State governmental entity" means a state department, commission, board, office, institution, facility, or other agency the jurisdiction of which is not limited to a geographical portion of the state. The term includes a university system and an institution of higher education, other than a public junior college, as defined by Section 61.003, Education Code. The term does not include a political subdivision.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1995, 74th Leg., ch. 76, Sec. 5.44(a), eff. Sept. 1,

1995; Acts 1997, 75th Leg., ch. 165, Sec. 17.19(11), eff. Sept. 1,

1997; Acts 1997, 75th Leg., ch. 1035, Sec. 3, eff. June 19, 1997;
Acts 2003, 78th Leg., ch. 1266, Sec. 1.02, eff. June 20, 2003.

Sec. 2254.022. INTERPRETATION OF SUBCHAPTER. (a) This subchapter shall be interpreted to ensure:

- (1) the greatest and fairest competition in the selection by state agencies of consultants; and
- (2) the giving of notice to all potential consultants of the need for and opportunity to provide consulting services.

(b) This subchapter does not:

- (1) discourage state agencies from using consultants if the agencies reasonably foresee that the use of consultants will produce a more efficient and less costly operation or project;
- (2) prohibit the making of a sole-source contract for consulting services if a proposal is not received from a competent, knowledgeable, and qualified consultant at a reasonable fee, after compliance with this subchapter; or
- (3) require or prohibit the use of competitive bidding procedures to purchase consulting services.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1997, 75th Leg., ch. 1035, Sec. 4, eff. June 19, 1997.

Sec. 2254.023. APPLICABILITY OF SUBCHAPTER. This subchapter applies to consulting services that a state agency acquires with money:

- (1) appropriated by the legislature;
- (2) derived from the exercise of the statutory duties of a state agency; or
- (3) received from the federal government, unless a federal law or regulation conflicts with the application of this subchapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2254.024. EXEMPTIONS. (a) This subchapter does not apply to or discourage the use of consulting services provided by:

- (1) practitioners of professional services described

in Subchapter A;

- (2) private legal counsel;
- (3) investment counselors;
- (4) actuaries;
- (5) medical or dental services providers; or
- (6) other consultants whose services are determined by

the governing board of a retirement system trust fund to be necessary for the governing board to perform its constitutional fiduciary duties, except that the governing board shall comply with Section 2254.030.

(b) If the governor and comptroller consider it more advantageous to the state to procure a particular consulting service under the procedures of Chapters 2155-2158, instead of under this subchapter, they may make a memorandum of understanding to that effect and each adopt the memorandum by rule. Procurement of a consulting service described in a memorandum of understanding under this subsection is subject only to Chapters 2155-2158.

(c) The comptroller by rule may define circumstances in which a state agency may procure, without complying with this subchapter, certain consulting services that will cost less than a minimum amount established by the comptroller. The comptroller must determine that noncompliance in those circumstances is more cost-effective for the state.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 165, Sec. 17.19(1), eff. Sept. 1, 1997.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 937 (H.B. 3560), Sec. 3.14, eff. September 1, 2007.

Sec. 2254.025. EMERGENCY WAIVER. (a) The governor, after receipt of a request complying with this section, may grant a limited waiver of the provisions of this subchapter for a state agency that requires consulting services before compliance with this subchapter can be completed because of an unforeseen emergency.

(b) A state agency's request for a waiver must include

information required by the governor, including:

- (1) information about the nature of the emergency;
- (2) the reason that the state agency did not foresee the emergency;
- (3) the name of the consultant with whom the agency intends to contract; and
- (4) the amount of the intended contract.

(c) As soon as possible after the governor grants a limited waiver, a state agency shall comply with this subchapter to the extent that the requirements of this subchapter are not superfluous or ineffective because of the waiver. The agency shall include with information filed with the secretary of state for publication in the Texas Register a detailed description of the emergency on which the request for waiver was predicated.

(d) The governor shall adopt rules to administer this section.

(e) In this section, "unforeseen emergency" means a situation that suddenly and unexpectedly causes a state agency to need the services of a consultant. The term includes the issuance of a court order, an actual or imminent natural disaster, and new state or federal legislation. An emergency is not unforeseen if a state agency was negligent in foreseeing the occurrence of the emergency.

(f) This section applies to all consulting services contracts and renewals, amendments, and extensions of consulting services contracts.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 1035, Sec. 5, eff. June 19, 1997.

Sec. 2254.026. CONTRACT WITH CONSULTANT. A state agency may contract with a consultant only if:

- (1) there is a substantial need for the consulting services; and
- (2) the agency cannot adequately perform the services with its own personnel or obtain the consulting services through a contract with a state governmental entity.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1997, 75th Leg., ch. 1035, Sec. 6, eff. June 19, 1997.

Sec. 2254.027. SELECTION OF CONSULTANT. In selecting a consultant, a state agency shall:

(1) base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services; and

(2) if other considerations are equal, give preference to a consultant whose principal place of business is in the state or who will manage the consulting contract wholly from an office in the state.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1997, 75th Leg., ch. 1035, Sec. 7, eff. June 19, 1997.

Sec. 2254.028. NOTICE OF INTENT: MAJOR CONSULTING SERVICES CONTRACT. (a) Before entering into a major consulting services contract, a state agency shall:

(1) notify the Legislative Budget Board and the governor's Budget and Planning Office that the agency intends to contract with a consultant;

(2) give information to the Legislative Budget Board and the governor's Budget and Planning Office to demonstrate that the agency has complied or will comply with Sections 2254.026 and 2254.027; and

(3) obtain a finding of fact from the governor's Budget and Planning Office that the consulting services are necessary.

(b) A major consulting services contract that a state agency enters into without first obtaining the finding required by Subsection (a)(3) is void.

(c) Subsection (a) does not apply to a major consulting services contract to be entered into by an institution of higher education other than a public junior college if the institution includes in the invitation published under Section 2254.029 a finding by the chief executive officer of the institution that the

consulting services are necessary and an explanation of that finding.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1997, 75th Leg., ch. 1035, Sec. 8, eff. June 19, 1997; Acts 2003, 78th Leg., ch. 1266, Sec. 1.03, eff. June 20, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1049 (S.B. 5), Sec. 6.10, eff. June 17, 2011.

Sec. 2254.029. PUBLICATION IN TEXAS REGISTER BEFORE ENTERING INTO MAJOR CONSULTING SERVICES CONTRACT. (a) Not later than the 30th day before the date it enters into a major consulting services contract, a state agency shall file with the secretary of state for publication in the Texas Register:

- (1) an invitation for consultants to provide offers of consulting services;
- (2) the name of the individual who should be contacted by a consultant that intends to make an offer;
- (3) the closing date for the receipt of offers; and
- (4) the procedure by which the state agency will award the contract.

(b) If the consulting services sought by a state agency relate to services previously provided by a consultant, the agency shall disclose that fact in the invitation required by Subsection (a). If the state agency intends to award the contract for the consulting services to a consultant that previously provided the services, unless a better offer is received, the agency shall disclose its intention in the invitation required by Subsection (a).

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1997, 75th Leg., ch. 1035, Sec. 9, eff. June 19, 1997.

Sec. 2254.030. PUBLICATION IN TEXAS REGISTER AFTER ENTERING INTO MAJOR CONSULTING SERVICES CONTRACT. Not later than the 20th day after the date of entering into a major consulting services

contract, the contracting state agency shall file with the secretary of state for publication in the Texas Register:

(1) a description of the activities that the consultant will conduct;

(2) the name and business address of the consultant;

(3) the total value and the beginning and ending dates of the contract; and

(4) the dates on which documents, films, recordings, or reports that the consultant is required to present to the agency are due.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 1035, Sec. 10, eff. June 19, 1997; Acts 1999, 76th Leg., ch. 1467, Sec. 1.30, eff. Sept. 1, 1999.

Sec. 2254.0301. CONTRACT NOTIFICATION. (a) A state agency shall provide written notice to the Legislative Budget Board of a contract for consulting services if the amount of the contract, including an amendment, modification, renewal, or extension of the contract, exceeds \$14,000. The notice must be on a form prescribed by the Legislative Budget Board and filed not later than the 10th day after the date the entity enters into the contract.

(b) This section does not apply to a university system or institution of higher education. In this subsection, "institution of higher education" and "university system" have the meanings assigned by Section 61.003, Education Code.

Added by Acts 1999, 76th Leg., ch. 281, Sec. 14, eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1049 (S.B. 5), Sec. 6.11, eff. June 17, 2011.

Sec. 2254.031. RENEWAL; AMENDMENT; EXTENSION. (a) A state agency that intends to renew a major consulting services contract shall:

(1) file with the secretary of state for publication in the Texas Register the information required by Section 2254.030 not later than the 20th day after the date the contract is renewed

if the renewal contract is not a major consulting services contract; or

(2) comply with Sections 2254.028 and 2254.029 if the renewal contract is a major consulting services contract.

(b) A state agency that intends to renew a contract that is not a major consulting services contract shall comply with Sections 2254.028 and 2254.029 if the original contract and the renewal contract have a reasonably foreseeable value totaling more than \$15,000, or \$25,000 for an institution of higher education other than a public junior college.

(c) A state agency that intends to amend or extend a major consulting services contract shall:

(1) not later than the 20th day after the date the contract is amended or extended, file the information required by Section 2254.030 with the secretary of state for publication in the Texas Register if the contract after the amendment or extension is not a major consulting services contract; or

(2) comply with Sections 2254.028 and 2254.029 if the contract after the amendment or extension is a major consulting services contract.

(d) A state agency that intends to amend or extend a contract that is not a major consulting services contract shall comply with Sections 2254.028 and 2254.029 if the original contract and the amendment or extension have a reasonably foreseeable value totaling more than \$15,000, or \$25,000 for an institution of higher education other than a public junior college.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 1035, Sec. 11, eff. June 19, 1997; Acts 1999, 76th Leg., ch. 1467, Sec. 1.31, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 1266, Sec. 1.04, eff. June 20, 2003.

Sec. 2254.032. CONFLICTS OF INTEREST. (a) An officer or employee of a state agency shall report to the chief executive of the agency, not later than the 10th day after the date on which a private consultant submits an offer to provide consulting services to the agency, any financial interest that:

(1) the officer or employee has in the private consultant who submitted the offer; or

(2) an individual who is related to the officer or employee within the second degree by consanguinity or affinity, as determined under Chapter 573, has in the private consultant who submitted the offer.

(b) This section applies to all consulting services contracts and renewals, amendments, and extensions of consulting services contracts.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2254.033. RESTRICTION ON FORMER EMPLOYEES OF A STATE AGENCY. (a) An individual who offers to provide consulting services to a state agency and who has been employed by that agency or by another agency at any time during the two years preceding the making of the offer shall disclose in the offer:

(1) the nature of the previous employment with the agency or the other agency;

(2) the date the employment was terminated; and

(3) the annual rate of compensation for the employment at the time of its termination.

(b) A state agency that accepts an offer from an individual described in Subsection (a) shall include in the information filed under Section 2254.030 a statement about the individual's previous employment and the nature of the employment.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2254.034. CONTRACT VOID. (a) A contract entered into in violation of Sections 2254.029 through 2254.031 is void.

(b) A contract entered into with a private consultant who did not comply with Section 2254.033 is void.

(c) If a contract is void under this section:

(1) the comptroller may not draw a warrant or transmit money to satisfy an obligation under the contract; and

(2) a state agency may not make any payment under the contract with state or federal money or money held in or outside the state treasury.

(d) This section applies to all consulting services contracts, including renewals, amendments, and extensions of consulting services contracts.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1999, 76th Leg., ch. 1467, Sec. 1.32, eff. June 19, 1999.

Sec. 2254.035. DIVIDING CONTRACTS. (a) A state agency may not divide a consulting services contract into more than one contract to avoid the requirements of this subchapter.

(b) This section applies to all consulting services contracts, including renewals, amendments, and extensions of consulting services contracts.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2254.036. ARCHIVES. (a) On request, a state agency shall, after the agency's contract with a consultant has ended, supply the Legislative Budget Board and the governor's Budget and Planning Office with copies of all documents, films, recordings, or reports compiled by the consultant under the contract.

(b) Copies of all documents, films, recordings, or reports compiled by the consultant shall be filed with the Texas State Library and shall be retained by the library for at least five years.

(c) The Texas State Library shall list each document, film, recording, and report given to it under Subsection (b) and shall file the list at the end of each calendar quarter with the secretary of state for publication in the Texas Register.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1997, 75th Leg., ch. 1035, Sec. 12, eff. June 19, 1997.

Sec. 2254.037. REPORTS. As part of the biennial budgetary hearing process conducted by the Legislative Budget Board and the governor's Budget and Planning Office, a state agency shall report to the Legislative Budget Board and the governor's Budget and Planning Office on any actions taken in response to the

recommendations of any consultant with whom the state agency contracts during the previous biennium.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 1035, Sec. 13, eff. June 19, 1997.

Sec. 2254.038. MIXED CONTRACTS. This subchapter applies to a contract that involves both consulting and other services if the primary objective of the contract is the acquisition of consulting services.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2254.039. COMPTROLLER'S RULES. (a) The comptroller shall adopt rules to implement and administer this subchapter. The comptroller's rules may not conflict with or cover a matter on which this subchapter authorizes the governor to adopt rules.

(b) The comptroller shall give proposed rules to the governor for review and comment before adopting the rules.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 937 (H.B. 3560), Sec. 3.15, eff. September 1, 2007.

Sec. 2254.040. PROCUREMENT BY COMPTROLLER. (a) The comptroller may, on request of a state agency, procure for the agency consulting services that are covered by this subchapter.

(b) The comptroller may require reimbursement for the costs it incurs in procuring the services.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1999, 76th Leg., ch. 426, Sec. 16, eff. June 18, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 937 (H.B. 3560), Sec. 1.75, eff. September 1, 2007.

Sec. 2254.041. DISTRIBUTION OF CONSULTANT REPORTS. (a) A consulting services contract must include provisions that allow the

state agency contracting with the consultant and any other state agency and the legislature, at the contracting state agency's discretion, to distribute the consultant report, if any, and to post the report on the agency's Internet website or the website of a standing committee of the legislature.

(b) This section does not affect the application of Chapter 552 to a consultant's report.

Added by Acts 2013, 83rd Leg., R.S., Ch. 1151 (S.B. 176), Sec. 1, eff. June 14, 2013.

SUBCHAPTER C. CONTINGENT FEE CONTRACT FOR LEGAL SERVICES

Sec. 2254.101. DEFINITIONS. In this subchapter:

(1) "Contingent fee" means that part of a fee for legal services, under a contingent fee contract, the amount or payment of which is contingent on the outcome of the matter for which the services were obtained.

(2) "Contingent fee contract" means a contract for legal services under which the amount or the payment of the fee for the services is contingent in whole or in part on the outcome of the matter for which the services were obtained.

(3) "State governmental entity":

(A) means the state or a board, commission, department, office, or other agency in the executive branch of state government created under the constitution or a statute of the state, including an institution of higher education as defined by Section 61.003, Education Code;

(B) includes the state when a state officer is bringing a parens patriae proceeding in the name of the state; and

(C) does not include a state agency or state officer acting as a receiver, special deputy receiver, liquidator, or liquidating agent in connection with the administration of the assets of an insolvent entity under Article 21.28, Insurance Code, or Chapter 36, 66, 96, or 126, Finance Code.

Added by Acts 1999, 76th Leg., ch. 1499, Sec. 3.03, eff. Sept. 1, 1999.

Sec. 2254.102. APPLICABILITY. (a) This subchapter applies only to a contingent fee contract for legal services entered into by a state governmental entity.

(b) The legislature by this subchapter is providing, in accordance with Section 44, Article III, Texas Constitution, for the manner in which and the situations under which a state governmental entity may compensate a public contractor under a contingent fee contract for legal services.

(c) This subchapter does not apply to a contract:

(1) with a state agency to collect an obligation under Section 2107.003(b), (c), or (c-1); or

(2) for legal services entered into by an institution of higher education under Section 153.006, Education Code.

(d) This subchapter does not apply to a contract for legal services entered into by the Teacher Retirement System of Texas if the services are paid for from money that is not appropriated from the general revenue fund, including funds of a trust administered by the retirement system.

Added by Acts 1999, 76th Leg., ch. 1499, Sec. 3.03, eff. Sept. 1, 1999. Amended by Acts 2003, 78th Leg., ch. 1266, Sec. 1.13, eff. June 20, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 1359 (S.B. 1691), Sec. 31, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. 1386 (S.B. 1615), Sec. 3, eff. September 1, 2007.

Sec. 2254.103. CONTRACT APPROVAL; SIGNATURE. (a) A state governmental entity that has authority to enter into a contract for legal services in its own name may enter into a contingent fee contract for legal services only if:

(1) the governing body of the state governmental entity approves the contract and the approved contract is signed by the presiding officer of the governing body; or

(2) for an entity that is not governed by a multimember governing body, the elected or appointed officer who governs the entity approves and signs the contract.

(b) The attorney general may enter into a contingent fee contract for legal services in the name of the state in relation to a matter that has been referred to the attorney general under law by another state governmental entity only if the other state governmental entity approves and signs the contract in accordance with Subsection (a).

(c) A state governmental entity, including the state, may enter into a contingent fee contract for legal services that is not described by Subsection (a) or (b) only if the governor approves and signs the contract.

(d) Before approving the contract, the governing body, elected or appointed officer, or governor, as appropriate, must find that:

(1) there is a substantial need for the legal services;

(2) the legal services cannot be adequately performed by the attorneys and supporting personnel of the state governmental entity or by the attorneys and supporting personnel of another state governmental entity; and

(3) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained or because the state governmental entity does not have appropriated funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

(e) Before entering into a contingent fee contract for legal services in which the estimated amount that may be recovered exceeds \$100,000, a state governmental entity that proposes to enter into the contract in its own name or in the name of the state must also notify the Legislative Budget Board that the entity proposes to enter into the contract, send the board copies of the proposed contract, and send the board information demonstrating that the conditions required by Subsection (d)(3) exist. If the state governmental entity finds under Subsection (d)(3) that the state governmental entity does not have appropriated funds

available to pay the estimated amounts required under a contract for the legal services providing only for the payment of hourly fees, the state governmental entity may not enter into the proposed contract in its own name or in the name of the state unless the Legislative Budget Board finds that the state governmental entity's finding with regard to available appropriated funds is correct.

(f) A contingent fee contract for legal services that is subject to Subsection (e) and requires a finding by the Legislative Budget Board is void unless the board has made the finding required by Subsection (e).

Added by Acts 1999, 76th Leg., ch. 1499, Sec. 3.03, eff. Sept. 1, 1999.

Sec. 2254.104. TIME AND EXPENSE RECORDS REQUIRED; FINAL STATEMENT. (a) The contract must require that the contracting attorney or law firm keep current and complete written time and expense records that describe in detail the time and money spent each day in performing the contract.

(b) The contracting attorney or law firm shall permit the governing body or governing officer of the state governmental entity, the attorney general, and the state auditor each to inspect or obtain copies of the time and expense records at any time on request.

(c) On conclusion of the matter for which legal services were obtained, the contracting attorney or law firm shall provide the contracting state governmental entity with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows the contracting attorney's or law firm's computation of the amount of the contingent fee, and contains the final complete time and expense records required by Subsection (a). The complete written statement required by this subsection is public information under Chapter 552 and may not be withheld from a requestor under that chapter under Section 552.103 or any other exception from required disclosure.

(d) This subsection does not apply to the complete written statement required by Subsection (c). All time and expense records required under this section are public information subject to

required public disclosure under Chapter 552. Information in the records may be withheld from a member of the public under Section 552.103 only if, in addition to meeting the requirements of Section 552.103, the chief legal officer or employee of the state governmental entity determines that withholding the information is necessary to protect the entity's strategy or position in pending or reasonably anticipated litigation. Information withheld from public disclosure under this subsection shall be segregated from information that is subject to required public disclosure.

Added by Acts 1999, 76th Leg., ch. 1499, Sec. 3.03, eff. Sept. 1, 1999.

Sec. 2254.105. CERTAIN GENERAL CONTRACT REQUIREMENTS. The contract must:

(1) provide for the method by which the contingent fee is computed;

(2) state the differences, if any, in the method by which the contingent fee is computed if the matter is settled, tried, or tried and appealed;

(3) state how litigation and other expenses will be paid and, if reimbursement of any expense is contingent on the outcome of the matter or reimbursable from the amount recovered in the matter, state whether the amount recovered for purposes of the contingent fee computation is considered to be the amount obtained before or after expenses are deducted;

(4) state that any subcontracted legal or support services performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm is an expense subject to reimbursement only in accordance with this subchapter; and

(5) state that the amount of the contingent fee and reimbursement of expenses under the contract will be paid and limited in accordance with this subchapter.

Added by Acts 1999, 76th Leg., ch. 1499, Sec. 3.03, eff. Sept. 1, 1999.

Sec. 2254.106. CONTRACT REQUIREMENTS: COMPUTATION OF

CONTINGENT FEE; REIMBURSEMENT OF EXPENSES. (a) The contract must establish the reasonable hourly rate for work performed by an attorney, law clerk, or paralegal who will perform legal or support services under the contract based on the reasonable and customary rate in the relevant locality for the type of work performed and on the relevant experience, demonstrated ability, and standard hourly billing rate, if any, of the person performing the work. The contract may establish the reasonable hourly rate for one or more persons by name and may establish a rate schedule for work performed by unnamed persons. The highest hourly rate for a named person or under a rate schedule may not exceed \$1,000 an hour. This subsection applies to subcontracted work performed by an attorney, law clerk, or paralegal who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm as well as to work performed by a contracting attorney or by a partner, shareholder, or employee of a contracting attorney or law firm.

(b) The contract must establish a base fee to be computed as follows. For each attorney, law clerk, or paralegal who is a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm, multiply the number of hours the attorney, law clerk, or paralegal works in providing legal or support services under the contract times the reasonable hourly rate for the work performed by that attorney, law clerk, or paralegal. Add the resulting amounts to obtain the base fee. The computation of the base fee may not include hours or costs attributable to work performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm.

(c) Subject to Subsection (d), the contingent fee is computed by multiplying the base fee by a multiplier. The contract must establish a reasonable multiplier based on any expected difficulties in performing the contract, the amount of expenses expected to be risked by the contractor, the expected risk of no recovery, and any expected long delay in recovery. The multiplier may not exceed four without prior approval by the legislature.

(d) In addition to establishing the method of computing the

fee under Subsections (a), (b), and (c), the contract must limit the amount of the contingent fee to a stated percentage of the amount recovered. The contract may state different percentage limitations for different ranges of possible recoveries and different percentage limitations in the event the matter is settled, tried, or tried and appealed. The percentage limitation may not exceed 35 percent without prior approval by the legislature. The contract must state that the amount of the contingent fee will not exceed the lesser of the stated percentage of the amount recovered or the amount computed under Subsections (a), (b), and (c).

(e) The contract also may:

(1) limit the amount of expenses that may be reimbursed; and

(2) provide that the amount or payment of only part of the fee is contingent on the outcome of the matter for which the services were obtained, with the amount and payment of the remainder of the fee payable on a regular hourly rate basis without regard to the outcome of the matter.

(f) Except as provided by Section 2254.107, this section does not apply to a contingent fee contract for legal services:

(1) in which the expected amount to be recovered and the actual amount recovered do not exceed \$100,000; or

(2) under which a series of recoveries is contemplated and the amount of each individual recovery is not expected to and does not exceed \$100,000.

(g) This section applies to a contract described by Subsection (f) for each individual recovery under the contract that actually exceeds \$100,000, and the contract must provide for computing the fee in accordance with this section for each individual recovery that actually exceeds \$100,000.

Added by Acts 1999, 76th Leg., ch. 1499, Sec. 3.03, eff. Sept. 1, 1999.

Sec. 2254.107. MIXED HOURLY AND CONTINGENT FEE CONTRACTS; REIMBURSEMENT FOR SUBCONTRACTED WORK. (a) This section applies only to a contingent fee contract:

(1) under which the amount or payment of only part of

the fee is contingent on the outcome of the matter for which the services were obtained, with the amount and payment of the remainder of the fee payable on a regular hourly rate basis without regard to the outcome of the matter; or

(2) under which reimbursable expenses are incurred for subcontracted legal or support services performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm.

(b) Sections 2254.106(a) and (e) apply to the contract without regard to the expected or actual amount of recovery under the contract.

(c) The limitations prescribed by Section 2254.106 on the amount of the contingent fee apply to the entire amount of the fee under the contingent fee contract, including the part of the fee the amount and payment of which is not contingent on the outcome of the matter.

(d) The limitations prescribed by Section 2254.108 on payment of the fee apply only to payment of the contingent portion of the fee.

Added by Acts 1999, 76th Leg., ch. 1499, Sec. 3.03, eff. Sept. 1, 1999.

Sec. 2254.108. FEE PAYMENT AND EXPENSE REIMBURSEMENT. (a) Except as provided by Subsection (b), a contingent fee and a reimbursement of an expense under a contract with a state governmental entity is payable only from funds the legislature specifically appropriates to pay the fee or reimburse the expense. An appropriation to pay the fee or reimburse the expense must specifically describe the individual contract, or the class of contracts classified by subject matter, on account of which the fee is payable or expense is reimbursable. A general reference to contingent fee contracts for legal services or to contracts subject to this subchapter or a similar general description is not a sufficient description for purposes of this subsection.

(b) If the legislature has not specifically appropriated funds for paying the fee or reimbursing the expense, a state governmental entity may pay the fee or reimburse the expense from

other available funds only if:

- (1) the legislature is not in session; and
- (2) the Legislative Budget Board gives its prior approval for that payment or reimbursement under Section 69, Article XVI, Texas Constitution, after examining the statement required under Section 2254.104(c) and determining that the requested payment and the contract under which payment is requested meet all the requirements of this subchapter.

(c) A payment or reimbursement under the contract may not be made until:

- (1) final and unappealable arrangements have been made for depositing all recovered funds to the credit of the appropriate fund or account in the state treasury; and
- (2) the state governmental entity and the state auditor have received from the contracting attorney or law firm the statement required under Section 2254.104(c).

(d) Litigation and other expenses payable under the contract, including expenses attributable to attorney, paralegal, accountant, expert, or other professional work performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm, may be reimbursed only if the state governmental entity and the state auditor determine that the expenses were reasonable, proper, necessary, actually incurred on behalf of the state governmental entity, and paid for by the contracting attorney or law firm. The contingent fee may not be paid until the state auditor has reviewed the relevant time and expense records and verified that the hours of work on which the fee computation is based were actually worked in performing reasonable and necessary services for the state governmental entity under the contract.

Added by Acts 1999, 76th Leg., ch. 1499, Sec. 3.03, eff. Sept. 1, 1999.

Sec. 2254.109. EFFECT ON OTHER LAW. (a) This subchapter does not limit the right of a state governmental entity to recover fees and expenses from opposing parties under other law.

(b) Compliance with this subchapter does not relieve a

contracting attorney or law firm of an obligation or responsibility under other law, including under the Texas Disciplinary Rules of Professional Conduct.

(c) A state officer, employee, or governing body, including the attorney general, may not waive the requirements of this subchapter or prejudice the interests of the state under this subchapter. This subchapter does not waive the state's sovereign immunity from suit or its immunity from suit in federal court under the Eleventh Amendment to the federal constitution.

Added by Acts 1999, 76th Leg., ch. 1499, Sec. 3.03, eff. Sept. 1, 1999.

SUBCHAPTER D. OUTSIDE LEGAL SERVICES

Sec. 2254.151. DEFINITION. In this subchapter, "state agency" means a department, commission, board, authority, office, or other agency in the executive branch of state government created by the state constitution or a state statute.

Added by Acts 2003, 78th Leg., ch. 309, Sec. 7.18, eff. June 18, 2003.

Sec. 2254.152. APPLICABILITY. This subchapter does not apply to a contingent fee contract for legal services.

Added by Acts 2003, 78th Leg., ch. 309, Sec. 7.18, eff. June 18, 2003.

Sec. 2254.153. CONTRACTS FOR LEGAL SERVICES AUTHORIZED. Subject to Section 402.0212, a state agency may contract for outside legal services.

Added by Acts 2003, 78th Leg., ch. 309, Sec. 7.18, eff. June 18, 2003.

Sec. 2254.154. ATTORNEY GENERAL; COMPETITIVE PROCUREMENT. The attorney general may require state agencies to obtain outside legal services through a competitive procurement process, under conditions prescribed by the attorney general.

Added by Acts 2003, 78th Leg., ch. 309, Sec. 7.18, eff. June 18,

ATTACHMENT 2

**RFQ for Professional Services related to
Bond 2012 and CIP**

REQUEST FOR QUALIFICATIONS (RFQ) NO. 2012-03
BOND ISSUE 2012 AND CIP PROJECTS

I. INTRODUCTION

The City of Corpus Christi (City) is soliciting Letters of Interest (LOI) / Request for Qualifications (RFQ) from consultant/consultant teams (Consultant) interested in providing consultant professional services for the projects specified in the **Bond Issue 2012 and CIP Projects**. See Exhibit "A" Project Concept, Scope and Estimated Total Budget.

The intent of the RFQ is to select a capable consultant or a consultant team (Consultant) to provide engineering services to design projects specified in the Bond Issue 2012 and CIP Projects.

II. REQUEST FOR QUALIFICATIONS GENERAL PROVISIONS

Please submit RFQ as follows:

- A. Consultants must submit two (2) hard copies and one (1) compact disc (CD) in pdf format of the Letters of Interest/Request for Qualifications in the **required** format. **Proposals must be actually received in the City Secretary's Office, 1st Floor, City Hall, 1201 Leopard Street, Corpus Christi, Texas, 78401, by 2:00 P. M., Thursday, September 27, 2012. No RFQ will be accepted after this date and time.**

No matter which method of delivery a Consultant chooses (United States mail, courier, hand delivery, or other) to submit their RFQ, it is the Consultant's responsibility to ensure that the RFQ is actually received and time stamped in the City Secretary's Office, 1st Floor, City Hall by the deadline specified.

- B. Consultants should submit RFQ in a sealed envelope/box marked: **"RFQ NO. 2012-03 BOND ISSUE 2012 AND CIP PROJECTS"**. RFQ's submitted will become the City's property and will not be returned.

The RFQ will include a Letter of Interest (2-page maximum length) that provides the following information:

1. Identify the Consultant as the lead design professional and any proposed sub-consultants which will be included on the Project "teams" by category.
2. Identify the names, titles, telephone numbers, and email addresses of individuals who are available to be contacted by the City concerning the RFQ and for additional information.
3. The LOI must be signed by an individual, identified by name and title, whom is authorized to bind the Consultant to a contract.

C. **The Participation Requirement is 75% local participation and 25% non-local participation, except as noted in Exhibit "A" Project Concept, Scope and Estimated Total Budget.**

D. The City reserves the right to:

1. Waive any defect, irregularity, or informality in RFQ procedures or in any response to the RFQ.
2. Reject any or all submittals.
3. Cancel any portion or the entire RFQ at any time.
4. Re-issue the RFQ.
5. Extend the proposal submission deadline.

E. Questions concerning this RFQ will be in writing only and addressed to:

William J. Green, P.E.
Department of Engineering Services
City of Corpus Christi
P. O. Box 9277
Corpus Christi, TX 78469

Written questions may be submitted by email to velmap@cctexas.com. Questions must be received no later than 5:00 p.m. on **Friday, September 14, 2012**. The subject line shall contain "QUESTION(S) RFQ NO. 2012-03".

F. Notwithstanding this deadline, questions must be submitted with sufficient time allowed for a reply to reach each Consultant before the RFQ submission deadline. Any information given to one Consultant will be furnished to all Consultants who have indicated an interest as an addendum to this RFQ if the City determines, in its sole discretion, that such information is necessary for Consultants to submit the RFQ or that the lack of such information would be unfairly prejudicial to uninformed Consultants.

G. In accordance with Section 252.049 of the Texas Local Government Code, Consultant RFQ's will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the RFQ secret during negotiations. All RFQ's are open for public inspection after the contract is awarded, but trade secrets and confidential information are not open for public inspection. It is specifically provided, however, that each Consultant will identify any information contained in its RFQ which it asserts is either a trade secret or confidential information. This material will be identified conspicuously by marking each page containing this information. In the event such material is not conspicuously identified, then by submitting its RFQ, a Consultant agrees that such material will be considered public information.

III. EVALUATION AND SELECTION CRITERIA

Representatives of the City will be involved in the evaluation and scoring of all proposals. It is the expectation of the Selection Committee that the proposals will be tailored to the detailed specifics outlined in Exhibit "A" Project Concept, Scope and Estimated Total Budget.

The following procedure will be utilized for the selection of the consulting firm:

Step 1 Responsiveness to the RFQ, clarity and brevity of the LOI/RFQ. The City will verify that the Consultant has complied with the provisions specified in this RFQ; has completed the RFQ in the required format of Exhibit "D" Response Format; and has submitted the mandatory requirements information.

Step 2 From those remaining after Step 1, the City will review the written RFQ responses to determine the most highly qualified providers based on demonstrated competence and qualifications in projects of similar size and scope. Step 2 will involve evaluating the RFQ responses according to the following criteria which are listed here with percentages of total score for each:

A. Experience of the Prime Firm (Maximum of 15 points)

Discuss the experience and qualifications of the prime firm in providing the services on projects similar in size and scope to the projects outlined in the RFQ and provide:

1. Description of the project including size and scope
2. Role of the firm
3. Project start and completion dates, planned and actual
4. Project Owner
5. Reference information for each project that includes:
Name, phone number and e-mail address of Reference
6. Initial project budget and final completion costs

B. Experience of Sub-consultants (Maximum of 10 points)

Discuss the experience and qualifications of the sub-consultant firm(s) in providing the services on projects similar in size and scope to the projects outlined in the RFQ and provide:

1. Description of the project including size and scope
2. Role of the firm
3. Project start and completion dates, planned and actual
4. Project Owner
5. Reference information for each project that includes:
Name, phone number and e-mail address of Reference
6. Initial project budget and final completion costs

C. Experience and Qualifications of Key Personnel (Maximum of 15 points)

Discuss the experience and qualifications of the specific project team members in providing the services outlined in this RFQ (particularly the Project Manager, and the managers of the key disciplines). Describe your approach to overall team formation and coordination of team members.

For each key person identified, list their length of time with the firm and provide lists of projects that demonstrate experience in providing the types of services for projects of the same size and scope as outlined in this RFQ. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For other projects provide the following:

1. Description of the project
2. Role of the person
3. Project start and completion dates
4. Project Owner
5. Reference information for each project that includes:
Name, phone number and e-mail address of Reference
6. Initial project budget and final completion costs

D. Local and Historically Underutilized Business Participation (Maximum of 10 points)

A maximum of five percentage (5%) points for Local Business Enterprises (LBEs) are available based on the proposed percentage of the work that will be accomplished by local (reside within the Corpus Christi MSA) employees. Prime contractors who subcontract with LBEs can receive points proportional to amount of work performed by those LBEs (i.e. 75% to LBEs = 3.75 points).

A maximum of five percentage (5%) points for companies designated as Historically Underutilized Businesses (HUBs). Prime contractors who subcontract with HUBs can receive points proportional to amount of work performed by those HUBs (i.e. 50% to HUBs = 2.5 points).

E. Project Approach/Management Plan (Maximum 50 points)

- Describe your firm's project management approach and team organization for the provision of the services outlined in this RFQ.
- Describe your firm's plan for accomplishing the scope of services for this project and provide a proposed timeline.
- Detail the current capacity of key team individuals and the firm's capabilities to complete the services outlined herein.
- Briefly describe the firm's experience on quality control, dispute resolution, and safety management.

Based on the evaluation of the written responses to the RFQ, the City will select a Consultant or Consultant Team or elect to invite the top ranked firms for further evaluation through an interview process. If the City does not elect to conduct interviews, the City will then proceed directly to Step 3.

Based on the evaluation of the written responses to the RFQ, the City may retain a number of the highest-rated Consultants for further considerations during interviews. The chosen Consultants will be notified of the specific time and place for interviews; however, at this point the interviews are tentatively scheduled as shown on Exhibit "F" RFQ Schedule.

If the interview portion of this process is utilized, the Consultants will be evaluated according to the following criteria:

- | | |
|----------------------|---|
| <u>75/100</u> | A. <u>RFQ response.</u> Consultant's score from the Step 2 (Evaluation Criteria A-D) will be weighted, carried forward and considered as part of the overall evaluation. |
| <u>15/100</u> | B. <u>Presentation.</u> Consultant's presentation during the interview, including an explanation of its approach to completing the project. |
| <u>10/100</u> | C. <u>Question and Answer.</u> Consultant's performance during the question and answer portion of the interview. |
| <u>100%</u> | |

Based on this step evaluation of the responses to the RFQ, the City will make a recommendation of a Consultant or Consultant Team to the City Manager or designee, and obtain authorization to negotiate a contract.

Equally Qualified. In those cases where different Consultants are deemed to be "equally" qualified, based on an evaluation of criteria A-D, the City Manager or designee will make the determination.

Step 3 In Step 3, the City will attempt to negotiate a contract for services with the most highly qualified provider as determined in Steps 1 and 2. Once the Department of Engineering Services has received approval and is authorized to negotiate a contract, and if those negotiations are successfully concluded and the contract is signed by the Consultant, it will be submitted to the City Manager or designee with a recommendation to award the contract. If the City Manager or designee approves this recommendation, the contract will then be submitted to the City Council for consideration.

The City intends to execute an Engineering Services contract with the Consultant deemed to be the most highly qualified provider of the required services, based on demonstrated competence and qualifications. The City will negotiate a contract for services at a fair and reasonable price.

Consultant fee information should not be submitted with the RFQ.

The City will not be bound under any contract until the City Council authorizes the City Manager or designee to sign the contract and that individual actually signs the contract.

An RFQ schedule is attached as Exhibit "F" RFQ Schedule.



Daniel Biles, P. E.,
Director of Engineering Services

Exhibits:

- A. Project Concept, Scope and Estimated Total Budget
- B. Project Listing
- C. Mandatory Requirements
- D. Response Format
- E. General Questionnaire
- F. RFQ Schedule

EXHIBIT "A"
RFQ NO. 2012-03
BOND ISSUE 2012 AND CIP PROJECTS

PROJECT CONCEPT, SCOPE, AND ESTIMATED TOTAL BUDGET

A. BOND ISSUE 2012 PROJECTS

PROPOSITION ONE: STREET PROJECTS

1. Navigation Boulevard from Up River Road to Leopard Street (E12090)

<u>Project Description</u>	<u>Project Budget</u>
This project includes full-depth repair and capacity expansion of the existing four lane roadway to a five lane roadway (four travel lanes and continuous center left turn lane) to conform to the A-1 Arterial designation of the current Urban Transportation Master Plan (UTMP). A wider paved shoulder will be provided as a bike route. Improvements will include curb and gutter, sidewalks, ADA curb ramps, and pavement markings. Future bikeway requirements will require evaluation at the time of roadway design and shall conform to the adopted Bikeway Plan of the UTMP/Integrated Community Sustainability Plan (ICSP).	Current - \$7,100,000

2. South Alameda Street from Ayers Street to Louisiana Avenue (E12091)

<u>Project Description</u>	<u>Project Budget</u>
This project includes full-depth repair of the existing roadway section, which varies between a four lane A-2 Arterial roadway which has four travel lanes and dividing median (in the Six Points Area) and an A-1 section (four travel lanes and continuous center left turn lane) for the remaining portion to conform to the A-1 Arterial designation of the current UTMP. Other street improvements include sidewalks, ADA ramps, curb and gutters, bus stop rehabilitation and pavement markings and bike lane. Future bikeway requirements will require evaluation at the time of roadway design and shall conform to the adopted Bikeway Plan of the UTMP/ICSP.	Current - \$5,100,000

3. Greenwood Drive from Gollihar Road to Home Road (E12092)

<u>Project Description</u>	<u>Project Budget</u>
This project includes full-depth repair and widening the existing five lane roadway (four travel lanes and continuous center left turn lane). The existing travel lanes will be widened and reconstructed to meet the requirements of the UTMP A-1 Arterial designation. Other street improvements include curb and gutter, wide sidewalks, ADA curb ramps, lane striping and pavement markings, and bus stop rehabilitation.	Current - \$3,800,000

PROPOSITION ONE: STREET PROJECTS (continued)

4. Ocean Drive from Buford Street to Louisiana Avenue (E12093)

<u>Project Description</u>	<u>Project Budget</u>
This project includes full-depth repair and implements the Road Diet concept by narrowing the existing six lane roadway to a four lane roadway with divided median and bike lanes as prescribed by the Integrated Community Sustainability Plan (ICSP). Other street improvements include traffic signal improvements, curb and gutter, sidewalks, ADA curb ramps, lane striping and pavement markings, as well as side-slope stability repairs to the adjacent roadway shoulder.	Current - \$8,200,000

5. Tuloso Road from IH 37 to Leopard Street (E12094)

<u>Project Description</u>	<u>Project Budget</u>
This project includes full-depth repair and widening the existing two lane rural roadway to three lane roadway with two travel lanes and a continuous left turn lane. The proposed cross section meets the requirements of a C-2 Collector, and is proposed in lieu of the A-2 Arterial designated in the current UTMP. A wider paved shoulder will be provided as a bike route. Other improvements include curb and gutter, sidewalks, ADA curb ramps, lane striping and pavement markings. Future bikeway requirements will require evaluation at the time of roadway design and shall conform to the adopted Bikeway Plan of the UTMP/Integrated Community Sustainability Plan (ICSP).	Current - \$3,200,000

6. South Staples Street from Brawner Parkway to Kostoryz Road (E12095)

<u>Project Description</u>	<u>Project Budget</u>
This project includes full-depth repair of the existing five lane roadway with four travel lanes and continuous center left turn lane which is consistent with the A-1 Arterial designation in the UTMP. Other improvements include curb and gutter, wide sidewalks, ADA curb ramps, lane striping and pavement markings and bus stop rehabilitation. Future bikeway requirements will require evaluation at the time of roadway design and shall conform to the adopted Bikeway Plan of the UTMP/ICSP.	Current - \$6,100,000

7. South Staples Street from Morgan Avenue to IH 37 (E12096)

<u>Project Description</u>	<u>Project Budget</u>
This project includes full-depth repair of the existing four lane roadway. Other improvements may include adjustments to accommodate recently improved curb and gutter, sidewalks, ADA curb ramps, as well as improvements to lane striping and pavement markings and bus stop rehabilitation, which is consistent with the UTMP. Future bikeway requirements will require evaluation at the time of roadway design and shall conform to the adopted Bikeway Plan of the UTMP/ICSP.	Current - \$9,400,000

PROPOSITION ONE: STREET PROJECTS (continued)

8. McArdle Road from Nile Drive to Ennis Joslin Road (E12097)

<u>Project Description</u>	<u>Project Budget</u>
This project includes the reconstruction and widening of the existing unimproved two lane roadway to three lane roadway with two travel lanes and a continuous left turn lane and bike lanes as prescribed by the Integrated Community Sustainability Plan. Public safety improvements include sidewalk, curb and gutter, ADA curb ramps, lane striping and pavement markings, and accommodate recent improvement to area bus stops. Future bikeway requirements will require evaluation at the time of roadway design and shall conform to the adopted Bikeway Plan of the UTMP/ICSP.	Current - \$5,500,000

9. McArdle Road from Whitaker Drive to Nile Drive (E12098)

<u>Project Description</u>	<u>Project Budget</u>
This project includes a combination of full-depth repair and resurfacing the existing four lane roadway (C-3 collector) and widening the existing travel lanes to conform to the C-3 Collector designation on the current UTMP. Public safety improvements include sidewalk, curb and gutter, ADA curb ramps, lane striping and pavement markings, and bus stop rehabilitation. Future bikeway requirements will require evaluation at the time of roadway design and shall conform to the adopted Bikeway Plan of the UTMP/ICSP.	Current - \$5,200,000

10. Kostoryz Road from Brawner Parkway to Staples Street (E12099)

<u>Project Description</u>	<u>Project Budget</u>
This project includes full-depth repair and capacity expansion of the existing four lane roadway to a five lane roadway (four travel lanes and center median) as a A-1 (modified section). The UTMP designates this street as an A-1 Arterial. However, staff recommends that the UTMP be amended to designate this street as a A-1 (mod). Improvements will include curb and gutter, bike lane, sidewalks, ADA curb ramps, and pavement markings. Future bikeway requirements will require evaluation at the time of roadway design and shall conform to the adopted Bikeway Plan of the UTMP/ICSP.	Current - \$5,900,000

11. Horne Road from Ayers Street to Port Avenue (E12100)

<u>Project Description</u>	<u>Project Budget</u>
This project includes full depth repair and widening the existing four-lane roadway with continuous left turn lane to meet the lane width requirements prescribed by the UTMP. Improvements will include curb and gutter, wide sidewalks, ADA curb ramps, and pavement markings. Future bikeway requirements will require evaluation at the time of roadway design and shall conform to the adopted Bikeway Plan of the UTMP/ICSP.	Current - \$1,600,000

PROPOSITION ONE: STREET PROJECTS (continued)

12. Morgan Avenue from Staples Street to Crosstown Freeway (E12101)

<u>Project Description</u>	<u>Project Budget</u>
This project includes reconstruction of the existing four lane (C-3 Collector) roadway. The existing right of way does not comply with the right of way as indicated on the UTMP for this roadway section, but right of way expansion is not recommended at this time. Improvements will include curb and gutter, sidewalks, ADA curb ramps, pavement markings, and bus stop rehabilitation. Future bikeway requirements will require evaluation at the time of roadway design and shall conform to the adopted Bikeway Plan of the UTMP/ICSP.	Current - \$4,100,000

13. Twigg Street from Shoreline Boulevard to Lower Broadway (E12102)

<u>Project Description</u>	<u>Project Budget</u>
This project includes full-depth repair of the existing two lane one way collector street. The UTMP designates this roadway as an A-2 Arterial, but is constructed as one half of a C-3 Collector. However, staff recommends that the UTMP be amended to designate this street as a C-3 Collector with two travel lanes in a one way direction to the east. Other improvements include sidewalks, curb and gutter, pavement markings, landscaping and area beautification. Future bikeway requirements will require evaluation at the time of roadway design and shall conform to the adopted Bikeway Plan of the UTMP/ICSP.	Current - \$2,500,000

14. Leopard Street from Crosstown Freeway to Palm Drive (E12103)

<u>Project Description</u>	<u>Project Budget</u>
This project includes full-depth repair of the existing four lane roadway with partial center left turn lane. The existing right of way does not comply with the A-1 Arterial designation as indicated on the UTMP for this roadway section, but right of way expansion is not recommended at this time. Improvements will include curb and gutter, wide sidewalks, ADA curb ramps, pavement markings, and bus stop rehabilitation. Future bikeway requirements will require evaluation at the time of roadway design and shall conform to the adopted Bikeway Plan of the UTMP/ICSP.	Current - \$4,600,000

15. JFK Causeway Area Improvements (E12107)

<u>Project Description</u>	<u>Project Budget</u>
This project includes access road improvements on the west and east side of the JFK Memorial Causeway in accordance with the proposed plan for Infrastructure Improvements to the Village. Coordination with the Texas General Land Office and TxDOT will be required.	Current - \$1,280,000

PROPOSITION ONE: STREET PROJECTS (continued)

16. ADA Master Plan Improvements City-wide (E12104)

<u>Project Description</u>	<u>Project Budget</u>
This project will implement the remaining work outlined in the Americans with Disabilities (ADA) transition plan approved by the City Council (2003) as well as addressing accessible routes including sidewalks and curb ramps which are identified and prioritized in the draft ADA Master Plan as Phase 1. In addition to these priorities, this project will also incorporate curb ramp locations which are identified by individual citizens and prioritized by the Committee for Persons with Disabilities Engineering Subcommittee, by constructing approved curb ramps with a project cost of up to \$100,000 per year.	Current - \$2,300,000

17. Signal Improvements and Street Lighting City-wide (E12105)

<u>Project Description</u>	<u>Project Budget</u>
<p>Some arterial and collector intersections are currently signalized and controlled by a span wire signal head system. A span wire system cannot accommodate pedestrian traffic light control due to lack of push button signal operation. Also, these intersections would need to be ADA compliant, new LED signal heads mounted on mast arms, underground conduit, video detection (VIVDS) for signal operation and illuminated street signage. Upgrading these signals along with installing new warranted signals city-wide will enhance traffic safety and efficient traffic movement. This project will also upgrade and install additional street lighting in residential areas and along arterial and collector street city-wide. Improvements will principally consists of replacing existing mercury-vapor street lighting with higher-intensity, more efficient high pressure sodium vapor lighting or LED lighting, adding new street lights on residential streets to improve light spacing, adding lights for area beautification, installing new and improved continuous street lighting along selected arterial and collector streets, installing new area lighting as necessary for public safety.</p> <p>NOTE: THE 75% LOCAL PARTICIPATION 25% NON-LOCAL PARTICIPATION REQUIREMENT IS WAIVED FOR THIS PROJECT.</p>	Current - \$2,000,000

PROPOSITION TWO: CITY HALL IMPROVEMENTS

1. City Hall/MIS Data Center-Fire Suppression and Alarm Upgrades (E12087)

<u>Project Description</u>	<u>Project Budget</u>
This project proposes the removal of the current Halon agent system used for fire suppression in the Management Information System (MIS) data center located in the basement level of the City Hall building. This project proposes the installation of a FM-200 fire suppression system with additional requirements to properly seal-off the data center from the remaining facility. Additional work includes replacement of fire alarm devices and panels throughout the City Hall facility.	Current - \$550,000

EXHIBIT "A"
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PROPOSITION TWO: CITY HALL IMPROVEMENTS (continued)

2. City Hall Roof Repair & Waterproofing Repairs (Exterior) (E12088)

<u>Project Description</u>	<u>Project Budget</u>
This project proposes the replacement of roof to wall flashing contributing to water infiltration into the building. The existing concrete roof tiles are to be salvaged and replaced as needed. Additional metal flashing/coping shall be added to the parapet walls to eliminate future water infiltration. This project will also include salvaging and retrofitting the existing glass/glazing at the curtainwall units into a modified framing system to eliminate sealant joints expansion, condensation, and water infiltration. A rain water collection system-composite will be included.	Current - \$1,200,000

PROPOSITION THREE: SERVICE CENTER COMPLEX IMPROVEMENTS

1. Streets & Solid Waste Administration Building Roof Replacement (E12109)

<u>Project Description</u>	<u>Project Budget</u>
This project proposes the complete replacement of the existing membrane roof system including, accessories, HVAC equipment supports, HVAC condensate piping, and storm drainage piping and roof drains.	Current - \$300,000

2. Signs/Signal Operations - New Shop and Office Facility (E12110)

<u>Project Description</u>	<u>Project Budget</u>
This project proposes a new 20,520 SF facility to accommodate warehouse/garage, offices, common spaces, conference rooms, restrooms, and common break room requirements to accommodate Signs, Signals, Markings and Traffic Engineering personnel. This project includes one (1) overhead crane with a 25-ton rating. This project also includes demolition of the existing sign shop building which is beyond repair.	Current - \$2,500,000

3. Animal Control Remodel/Improvements (E12111)

<u>Project Description</u>	<u>Project Budget</u>
This project proposes renovation of the existing euthanizing building into office/storage/adoption spaces and constructing a new addition (30' x 30') to carry-out the euthanizing operation. This project will include a new incinerator system, freezers, and emergency generator.	Current - \$1,150,000

4. Fleet Maintenance Heavy Equipment Shop Roof (E12113)

<u>Project Description</u>	<u>Project Budget</u>
This project proposes the complete replacement of metal roof panels and insulation system to eliminate water leaks into the main shop area. This project also includes modifications and/or replacement of unit heaters and light fixtures in the shop area as needed.	Current - \$350,000

PROPOSITION THREE: SERVICE CENTER COMPLEX IMPROVEMENTS **(continued)**

5. Streets & Solid Waste Storage Building Structure with Slab (New Facility) (E12114)

<u>Project Description</u>	<u>Project Budget</u>
This project proposes the demolition of the existing steel structure and replacement with a new concrete foundation and partially enclosed steel framed roof structure. Additional work includes provisions and/or connections for compressed air, GFI outlets, eyewash/shower station, ice machines.	Current - \$450,000

PROPOSITION FOUR: PARKS AND RECREATION IMPROVEMENTS

1. Community Park Development and Improvements (E12115)

<u>Project Description</u>	<u>Project Budget</u>
This project will primarily focus on irrigation upgrades and extensions at West Guth, Bill Witt/Oso Creek, HP Garcia/Safinas, Billish, and Parker Parks (six of the seven community parks designated in the 2012 Parks, Recreation and Open Space Master Plan to be approved in Summer 2012) as well as, downtown squares La Retama and Artesian Parks. Other improvements in these parks will include specialty use amenities (such as dog parks, skate parks and splash pads), shade structures, landscaping, trails, parking improvements and other items designated for community parks in compliance with the Master Plan.	Current - \$5,000,000

2. Hike & Bike Trail Development (E12116)

<u>Project Description</u>	<u>Project Budget</u>
This project will focus on the design and construction of hike and bike trails throughout the City with emphasis on extending existing trails, providing off road recreational trail experiences and creating connectivity between parks, public spaces and residential areas. Completion of the Schanen Ditch Trail, the Bear Creek/Oso Creek Park Trails and other trail priorities listed in the Parks, Recreation and Open Space and the Community Hike and Bike Trail Master Plans will be considered for this project. This project will bring continuity to a currently disjointed and segmented trail system. Funds may also serve as the cash match for any grant funds identified for increasing the number of hike and bike trails throughout Corpus Christi.	Current - \$1,500,000

PROPOSITION FOUR: PARKS AND RECREATION IMPROVEMENTS **(continued)**

3. Aquatic Facility Upgrades and Improvements (E12117)

<u>Project Description</u>	<u>Project Budget</u>
Improvements to Aquatic facilities are listed in the top three priorities for development in the Parks, Recreation and Open Space Master Plan. Collier Pool is one of the most utilized public facilities in the park system. Dedicated lap swimmers, open swim participants, learn to swim participants and neighborhood groups patron the pool on a regular basis, maximizing the pool's capacity as well as the city resources used to keep it operational on a year-round basis. According to the citizen survey conducted by Halff and Associates, West Guth is the second most popular park in Corpus Christi. Following suit, the pool is one of the most popular places for residents in the Northwest to congregate on hot summer day. Updates to these facilities and other neighborhood pools may include construction of splash pads, wading and zero depth entry pools, extension of lap lanes and swimmer amenities.	Current - \$3,500,000

4. Tennis Center Repairs and Upgrades (HEB/Al Kruse) (E12118)

<u>Project Description</u>	<u>Project Budget</u>
HEB Tennis: Repairs and Improvements: Stadium structure and viewing deck are old and deteriorating and need to be removed, restored or replaced; Courts 1,2,5,6,9,10,13,14,15,16,20,21 have uneven playing surface and need to be replaced with an emphasis on court 13. Al Kruse Tennis: Repairs to the floors and ceiling in the pro shop; New rollers and nets are needed on all courts; All courts are in need of resurfacing and or patching	Current - \$3,000,000

5. Ocean Drive Park Improvements (E12119)

<u>Project Description</u>	<u>Project Budget</u>
The scope of this project includes: Swantner-Installation of an automatic irrigation system, and repairs to sea wall; and Cole Park-Completion of shoreline stabilization from Bond 2008, and other improvements.	Current - \$3,000,000

PROPOSITION FIVE: MUSEUM AND LIBRARY IMPROVEMENTS

1. Museum Roof Replacement (E12120)

<u>Project Description</u>	<u>Project Budget</u>
This project proposes the complete replacement of the existing membrane roof system including storm drainage piping and drains. This project also proposes the replacement of the glass/glazing system at the two sides of the children's interactive activity area. A rainwater collection system-composite will be included.	Current - \$1,600,000

PROPOSITION FIVE: MUSEUM AND LIBRARY IMPROVEMENTS **(continued)**

2. Central Library Roof Replacement (E12121)

<u>Project Description</u>	<u>Project Budget</u>
This project proposes the replacement of the roofing system at the low flat roof and required modifications to the parapet wall base/counter flashing to eliminate water infiltration. Additional work includes repairs to the stucco wall system at the cupola, gutter and downspouts, and attachment clips, failing and/or missing clay roof tiles. A rainwater collection system is also included.	Current - \$260,000

3. Northwest & Garcia Library Roof Replacement (E12122)

<u>Project Description</u>	<u>Project Budget</u>
This project proposes the replacement of roof to parapet wall base/counter flashing and expansion joint to eliminate water infiltration. A new storm water collection/roof drain system will be included.	Current - \$80,000

4. Facilities ADA Improvements: South Texas Art Museum, Barge Dock Parking Lot (E12123)

<u>Project Description</u>	<u>Project Budget</u>
This project will include improving ADA accessibility into the Art Museum and American Bank Center through improvements to the accessible route from the Art Museum west parking lot and Barge Dock parking lot.	Current - \$400,000

PROPOSITION SIX: PUBLIC HEALTH IMPROVEMENTS

1. Health Department East Rear Restroom Repair/WIC Building Roof (E12124)

<u>Project Description</u>	<u>Project Budget</u>
This project proposes the replacement of roof flashing located at the low roof of the east rear restroom addition. The base/counter flashing where the high wall meets the parapet wall will be extended to eliminate water infiltration. Additionally, for the WIC building, this project will implement needed replacement/modifications to the integral gutter system and metal roof and wall panels.	Current - \$220,000

2. Health Department Building Parking Lot (E12125)

<u>Project Description</u>	<u>Project Budget</u>
This project proposes the replacement of approximately 60,000 SF of asphalt drives and parking lots and approximately 10,000 SF of concrete sidewalks throughout the facility. This project also includes modifications to the dumpster area and replacement of 8 light poles.	Current - \$600,000

PROPOSITION EIGHT: ECONOMIC DEVELOPMENT PROJECTS

1. SeaTown Pedestrian Improvements (E12134)

<u>Project Description</u>	<u>Project Budget</u>
This project is the first phase in implementing recommendations of the Sustainable Communities Building Blocks Walkability Audit conducted in May 2012, which includes recommendations to Port Avenue, Mesquite Street, Brewster Street, and Chaparral Street to improve walkability in this area.	Current - \$640,000

2. North Beach Area Road Improvements & Area Beautification (E12127)

<u>Project Description</u>	<u>Project Budget</u>
This project includes landscaping enhancements as well as roadway surface and pedestrian improvements in the North Beach Area on the following roads: Surfside Blvd, Breakwater Ave, Pearl Ave, North Shoreline Blvd, Bridgeport Ave, Coastal Ave and the medians along the Hwy 181 entrances to North Beach	Current - \$1,100,000

3. North Beach Breakwater, Plaza, North Shoreline Repair and Enhancement (E12129)

<u>Project Description</u>	<u>Project Budget</u>
This project includes repair, resurfacing, safety improvements and pedestrian amenities to the sidewalk along the Breakwater Structure; N. Shoreline on-street parking enhancement and pedestrian improvements; and Breakpoint Area Plaza enhancements.	Current - \$1,750,000

4. County Road 52 Extension (CR 69 to FM 1889) (E12136)

<u>Project Description</u>	<u>Project Budget</u>
This project includes extending County Road (CR) 52 from CR 69 to FM 1889. This roadway will be designed as a rural roadway section, matching the existing roadway section CR 69 to US 77. The Street and Storm water portion of the project will be a Nueces County 50/50 match. Street Costs indicated represent the City's portion of the Street 50/50 match.	Current - \$3,800,000

5. International Boulevard (E12137)

<u>Project Description</u>	<u>Project Budget</u>
This project includes a combination of full depth pavement repair and resurfacing the existing entrance roadway looping from State Highway 44 through the Corpus Christi International Airport.	Current - \$1,500,000

B. FY 2012-2013 CIP PROJECTS

WASTEWATER CIP PROJECTS

1. **Greenwood Wastewater Treatment Plant Electrical Improvements to Ultra-Violet (UV) System (E10180)**

<u>Project Description</u>	<u>Project Budget</u>
<p>This project provides electrical infrastructure improvements that provide power to the UV disinfection system. Anticipated improvements include two new transformers, control panel and associated conduit and wiring. Transformers and controls will be set at an elevation above the FEMA 100-year storm event flood elevation. Work includes the design, and construction of the proposed electrical infrastructure to ensure power remains available for continued disinfection capability required by the Texas Commission on Environmental Quality (TCEQ) Enterococcus Bacterial permit levels can be accomplished in severe weather events.</p>	<p>CIP FY 2012-2013 - \$0 Future Years - \$1,407,200</p>

2. **Broadway Wastewater Treatment Plant Collection System Enhancement Program (E12138)**

<u>Project Description</u>	<u>Project Budget</u>
<p>The Broadway Plant is generally able to treat well within permit requirements; however, during rainy periods, flows have exceeded 75% capacity at which time planning for expansion is required by the Texas Commission on Environmental Quality (TCEQ) regulations. One alternative to address this problem is by reducing infiltration and inflow (I/I). Proposed improvements involve identifying I/I problems by installing flow monitors and reducing I/I by rehabilitating collection lines, and lining or reconstructing manholes with fiberglass. This is a yearly project which will continue working on additional lines in this basin to the extent funding allows.</p>	<p>CIP FY 2012-2013 - \$0 Future Years - \$2,600,000</p>

3. **Support of Downtown Redevelopment Projects (Wastewater Line and Manhole Replacement) (E12139)**

<u>Project Description</u>	<u>Project Budget</u>
<p>This project is programmed to support redevelopment in the Downtown area. As major project initiatives (such as Destination Bayfront) in and near the downtown area materialize, it is anticipated that additional downtown redevelopment will occur resulting in project opportunities that will require Wastewater collection system infrastructure upgrades. This project will provide the funding source to complete the identified wastewater utility components as necessary and as funding allows.</p>	<p>CIP FY2012-2013 - \$200,000 Future Years - \$650,000</p>

WASTEWATER CIP PROJECTS (continued)

4. Whitecap Wastewater Treatment Plant Odor Control (E10053)

<u>Project Description</u>	<u>Project Budget</u>
The Whitecap Wastewater Treatment Plant provides wastewater treatment service for the City's customers located on Padre Island. The original plant was a 0.5 million gallons per day (MGD) capacity plant that has been expanded over the years to 2.5 MGD capacity due to growth on the island. The existing odor control unit has exceeded its useful life cycle and rehabilitation is now required. Also, the existing unit employs chemicals for treatment and new modern odor control units are biological. Odor control improvements will therefore eliminate the use of hazardous chemicals by replacement of the existing unit. Design will begin in Year 2, Construction will be completed in Year 3 pending receipt of available funding.	CIP FY 2012-2013 - \$0 Future Years - \$1,500,000

5. Allison Wastewater Treatment Plant Process Piping Replacement Odor Control Replacement (E10045)

<u>Project Description</u>	<u>Project Budget</u>
Process piping at the Allison Wastewater Treatment Plant transfers liquid wastewater in the treatment stream is reaching its lifecycle service and requires replacement. Process pipe infrastructure (cast iron) has been in service for over thirty years ago and deterioration by corrosion is adversely affecting the treatment process. Replacement is necessary to assure proper operations and the integrity of the system. Design is scheduled in Fiscal Years '13 and '14 and construction will follow in Fiscal Years '15 and '16.	CIP FY 2012-2013 - \$0 Future Years - \$1,940,000

6. Citywide Wastewater Lift Station Alternate Power Supply (7427)

<u>Project Description</u>	<u>Project Budget</u>
Electrical power supply is critical for the operation of the City's Wastewater Lift Stations. The Texas Commission on Environmental Quality guidelines requires redundant power sources to avoid overflows during power outages. Currently the City's lift stations rely on single feed power supplied by the local utilities. This project provides the design construction for emergency back-up generators, with initial focus on the Williams Lift Station.	CIP FY 2012-2013 - \$0 Future Years - \$6,245,000

7. Allison Wastewater Treatment Plant Influent Lift Station Equipment and Electrical Replacement (E10043)

<u>Project Description</u>	<u>Project Budget</u>
The Allison Wastewater Treatment Plant influent lift station pumps and pump controls require replacement as they come to the end of their useful service life. Associated influent lift station electrical equipment will also require replacement. Design is scheduled for Fiscal Year 2014 with Construction to follow in Fiscal Year 2015 pending available funding.	CIP FY 2012-2013 - \$0 Future Years - \$3,300,000

WATER CIP PROJECTS

1. Programmed Water Line Service Life Extension (8610)

<u>Project Description</u>	<u>Project Budget</u>
<p>This project provides for a strategic lifecycle program development and cost benefit analysis for the City's approximate 1,368 miles of distribution lines. The project will identify and prioritize capital improvement projects (CIP) in a phased approach to extend the service life of the lines while enhancing monitoring capability and water quality. Additional benefits will include increased distribution reliability with reduced service outages, and reduced operational costs. A major priority of the lifecycle improvements will maximize CIP investments increasing capacity of the system and deferring unnecessary major upgrades to pump stations and plants. Some work will be completed using in-house forces to save on costs where applicable.</p>	<p>CIP FY2012-2013 - \$725,000 Future Years - \$5,000,000</p>

2. Wesley Seale Dam Instrumentation Testing and Rehabilitation (8663)

<u>Project Description</u>	<u>Project Budget</u>
<p>The original piezometers were installed in the late 1990's to ensure the security of the dam and measure differential lateral movement of the dam. This project provides for improvements to the dewatering system and valve replacement in response to previous inspection and priority investment recommendations into the system. This project is required to protect the integrity of the Wesley Seale Dam system. Construction will continue into and be completed in year four.</p>	<p>CIP FY 2012-2013 - \$0 Future Years - \$5,400,000</p>

3. Booster Pump Station – SH 361 (E12140)

<u>Project Description</u>	<u>Project Budget</u>
<p>This project will improve potable water supply to Mustang Island and proposes to construct a booster pump station along State Highway 361 to improve water pressure delivered at the Nueces County Water Control and Improvement District 4 in Port Aransas. This project will also assess the need to construct a chlorine booster pump to improve chlorine residual levels and provide for design and construction of associated improvements as required.</p>	<p>CIP FY 2012-2013 - \$0 Future Years - \$5,000,000</p>

4. Alternative Capacity Power Generation (E12141)

<u>Project Description</u>	<u>Project Budget</u>
<p>This project will assess the need for back-up power at critical water distribution pumping facilities and provide for design and construction of these improvements.</p>	<p>CIP FY 2012-2013 - TBD Future Years – TBD</p>

STORM WATER CIP PROJECTS

1. Lifecycle Curb and Gutter Replacement (E12143)

<u>Project Description</u>	<u>Project Budget</u>
This is an ongoing project where damaged, rolled and failed curb and gutter is removed and replaced along with associated pavement repair throughout the City. In addition to improving drainage, areas considered hazardous to vehicular or pedestrian traffic will receive priority. This project will address problematic areas on a yearly basis as funding allows. Curb replacements shall be designed to exceed a 20-year service life.	CIP FY2012-2013 - \$800,000 Future Years - \$1,200,000

2. Turtle Cove/Jester/Matlock Area Drainage Improvement Project (E12144)

<u>Project Description</u>	<u>Project Budget</u>
This project will consist of a new underground drainage system and other drainage improvements to the northern area of Flour Bluff for the area bounded by Flour Bluff Drive, Matlock, Military Drive, Jester Drive, NAS Drive, and the undeveloped properties along the southern NAS fence line. The existing roadside ditches along Jester and Matlock and outfall structures are inadequate to convey the storm water runoff from routine rain events. The project will be implemented in a phased design and construction approach. The first phase of design has been completed and construction will begin early this fiscal year.	CIP FY2012-2013 - \$500,000 Future Years - \$500,000

3. Major Outfall Assessment and Repairs (E12145)

<u>Project Description</u>	<u>Project Budget</u>
There are eight major storm water outfalls and more than 100 other outfalls that allow runoff to drain into Corpus Christi Bay. In 2003, 13.5 miles of these outfall structures were inspected and improvements and repairs were made to four outfalls. (Alta Vista, Kinney Street, Power Street and Louisiana) The purpose of this current project is to provide an updated assessment, which may include the Brawner/Proctor and Gollihar outfalls and other outfalls, pending results of the initial assessment, and providing recommendations for repairs, improvements, and rehabilitation as necessary. Improvements will be implemented as funding allows.	CIP FY 2012-2013 – 300,000 Future Years - \$1,300,000

4. Lifecycle Pipe Rehabilitation and Replacement (E12146)

<u>Project Description</u>	<u>Project Budget</u>
The purpose of this project is to systematically rehabilitate and / or replace aging storm water infrastructure city-wide. This project will assess the existing condition of clay pipe and other aging systems that have reached the end of their useful service life and rehabilitate and / or replace as required. This project will be implemented in a phased approach as funding allows.	CIP FY2012-2013 - \$500,000 Future Years - \$400,000

EXHIBIT "A"

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STREET CIP PROJECTS

1. ADA Improvements in CDBG Areas (E12147)

<u>Project Description</u>	<u>Project Budget</u>
Design and construction of approximately 4,600 linear feet of 5 foot wide sidewalk and 30 curb ramps along Water Street and portions of Shoreline Drive between Craig Street and Born Street. This area is included in the draft ADA Master Plan Phase 1, Package A.	CIP FY2012-2013 - \$301,356

PUBLIC HEALTH & SAFETY CIP PROJECTS

1. Salt Flats Levee System - Phase 2 (E03428)

<u>Project Description</u>	<u>Project Budget</u>
<p>The City has entered into a Provisionally Accredited Levee (PAL) agreement with FEMA. This project includes assessment of the Salt Flats Levee System and Concrete Flood Wall in conjunction with the City's Levee re-certification effort and will also assess potential pending FEMA Levee Assessment Mapping Process regulations.</p> <p>NOTE: THE 75% LOCAL PARTICIPATION 25% NON-LOCAL PARTICIPATION REQUIREMENT IS WAIVED FOR THIS PROJECT.</p>	<p>CIP FY2012-2013 - \$595,000 Future Years - \$2,300,000</p>

EXHIBIT "B"
RFQ NO. 2012-03
BOND ISSUE 2012 AND CIP PROJECTS
PROJECT LISTING

PROJECT TITLE		PROJECT NO.	INDICATE INTEREST BY PLACING A CHECK MARK	INDICATE HIGHEST INTEREST IN TOP THREE STREET PROJECTS (OPTIONAL)
A. BOND ISSUE 2012 PROJECTS				
PROPOSITION ONE: STREET PROJECTS				
1	Navigation Boulevard from Up River Road to Leopard Street	E12090		
2	South Alameda Street from Ayers Street to Louisiana Avenue	E12091		
3	Greenwood Drive from Gollihar Road to Home Road	E12092		
4	Ocean Drive from Buford Street to Louisiana Avenue	E12093		
5	Tuloso Road from IH 37 to Leopard Street	E12094		
6	South Staples Street from Brawner Parkway to Kostoryz Road	E12095		
7	South Staples Street from Morgan Avenue to IH 37	E12096		
8	McArdle Road from Nile Drive to Ennis Joslin Road	E12097		
9	McArdle Road from Whitaker Drive to Nile Drive	E12098		
10	Kostoryz Road from Brawner Parkway to Staples Street	E12099		
11	Home Road from Ayers Street to Port Avenue	E12100		
12	Morgan Avenue from Staples Street to Crosstown Freeway	E12101		
13	Twigg Street from Shoreline Boulevard to Lower Broadway	E12102		
14	Leopard Street from Crosstown Freeway to Palm Drive	E12103		
15	JFK Causeway Area Improvements	E12107		
16	ADA Master Plan Improvements City-wide	E12104		
17	Signal Improvements and Street Lighting City-wide	E12105		
PROPOSITION TWO: CITY HALL IMPROVEMENTS				
1	City Hall/MIS Data Center-Fire Suppression and Alarm Upgrades	E12087		
2	City Hall Roof Repair & Waterproofing Repairs (Exterior)	E12088		
PROPOSITION THREE: SERVICE CENTER COMPLEX IMPROVEMENTS				
1	Streets & Solid Waste Administration Building Roof Replacement	E12109		
2	Signs/Signal Operations - New Shop and Office Facility	E12110		
3	Animal Control Remodel/Improvements	E12111		
4	Fleet Maintenance Heavy Equipment Shop Roof	E12113		
5	Streets & Solid Waste Storage Building Structure with Slab (New Facility)	E12114		

EXHIBIT "B"
RFQ NO. 2012-03
BOND ISSUE 2012 AND CIP PROJECTS
PROJECT LISTING

PROJECT TITLE		PROJECT NO.	INDICATE INTEREST BY PLACING A CHECK MARK
PROPOSITION FOUR: PARKS AND RECREATION IMPROVEMENTS			
1	Community Park Development and Improvements	E12115	
2	Hike & Bike Trail Development	E12116	
3	Aquatic Facility Upgrades and Improvements	E12117	
4	Tennis Center Repairs and Upgrades (HEB/AI Kruse)	E12118	
5	Ocean Drive Park Improvements	E12119	
PROPOSITION FIVE: MUSEUM AND LIBRARY IMPROVEMENTS			
1	Museum Roof Replacement	E12120	
2	Central Library Roof Replacement	E12121	
3	Northwest & Garcia Library Roof Replacement	E12122	
4	Facilities ADA Improvements: South Texas Art Museum, Barge Dock Parking Lot	E12123	
PROPOSITION SIX: PUBLIC HEALTH IMPROVEMENTS			
1	Health Department East Rear Restroom Repair/WIC Building Roof	E12124	
2	Health Department Building Parking Lot	E12125	
PROPOSITION SEVEN: PUBLIC SAFETY IMPROVEMENTS			
NOTE: Professional Services consultant for Proposition Seven project has been selected under a previous RFQ and are not being solicited as part of this RFQ No. 2012-03.			
PROPOSITION EIGHT: ECONOMIC DEVELOPMENT PROJECTS			
1	SeaTown Pedestrian Improvements	E12134	
2	North Beach Area Road Improvements & Area Beautification	E12127	
3	North Beach Breakwater, Plaza, North Shoreline Repair and Enhancement	E12129	
4	County Road 52 Extension (CR 69 to FM 1869)	E12136	
5	International Boulevard	E12137	

EXHIBIT "B"
RFQ NO. 2012-03
BOND ISSUE 2012 AND CIP PROJECTS
PROJECT LISTING

B. FY CIP PROJECTS			PROJECT TITLE	PROJECT NO.	INDICATE INTEREST BY PLACING A CHECK MARK
WASTEWATER CIP PROJECTS					
1		E10180	Greenwood Wastewater Treatment Plant Electrical Improvements to Ultra-Violet (UV) System		
2		E12138	Broadway Wastewater Treatment Plant Collection System Enhancement Program		
3		E12139	Support of Downtown Redevelopment Projects (Wastewater Line and Manhole Replacement)		
4		E10053	Whitcap Wastewater Treatment Plant Odor Control		
5		E10045	Allison Wastewater Treatment Plant Process Piping Replacement Odor Control		
6		7427	Citywide Wastewater Lift Station Alternate Power Supply		
7		E10043	Allison Wastewater Treatment Plant Influent Lift Station Equipment and Electrical Replacement		
WATER CIP PROJECTS					
1		8810	Programmed Water Line Service Life Extension		
2		8863	Wesley Seale Dam Instrumentation Testing and Rehabilitation		
3		E12140	Booster Pump Station - SH 361		
4		E12141	Alternative Capacity Power Generation		
STORM WATER CIP PROJECTS					
1		E12143	Lifecycle Curb and Gutter Replacement		
2		E12144	Turtle Cove/Jester/Madock Area Drainage Improvement Project		
3		E12145	Major Outfall Assessment and Repairs		
4		E12146	Lifecycle Pipe Rehabilitation and Replacement		
STREET CIP PROJECTS					
1		E12147	ADA Improvements in CDBG Areas		
PUBLIC HEALTH & SAFETY CIP PROJECTS					
1		E03428	Salt Flats Levee System - Phase 2		

NOTE: Refer to EXHIBIT "D", Section 3 for Team Organization, Experience, Qualifications and Project Approach requirements

EXHIBIT "C"
REQUEST FOR QUALIFICATIONS (RFQ) NO. 2012-03
BOND ISSUE 2012 AND CIP PROJECTS
MANDATORY REQUIREMENTS

Standards and Codes

The consultant/consultant team (Consultant's) work will be performed in accordance with the most current applicable codes and standards.

Safety Requirements

If Consultant or its subcontractors are observed engaging in any unsafe activities or unsanitary practices which may be detrimental to City facilities or the general public, the individual will be immediately removed from the worksite. Depending on the nature and severity of the offense, the individual may be allowed to return to work after receiving safety training satisfactory to the City.

Insurance Requirements

The Consultant will not begin work under the contract until it has obtained all required insurance and provided the City with the related certificates and endorsements. For the duration of the project, the Consultant will provide the insurance listed below and document required coverages with certificates of insurance:

1. commercial liability including the following coverages:

- a. broad form property damage;
- b. premises-operations;
- c. explosion, collapse, and underground hazard;
- d. product/completed operations hazard; and
- e. independent contractors.

A letter accompanying the certificate of insurance and signed by an authorized representative of the insurer will state that the commercial liability insurance includes the 5 coverages. Minimum coverage amounts will be:

Bodily Injury and Consequent Death	\$ 500,000 Per Person
Bodily Injury and Consequent Death	\$1,000,000 Per Occurrence
Property Damage	\$1,000,000 Per Occurrence

2. Automobile liability coverage for all owned, non-owned, or rented vehicles. Minimum coverage amounts will be:

Bodily Injury and Consequent Death	\$ 500,000 Per Person
Bodily Injury and Consequent Death	\$1,000,000 Per Occurrence
Property Damage	\$ 500,000 Per Occurrence

3. Employer's liability insurance with a minimum coverage limit of \$100,000 per person.
4. Excess liability insurance coverage for commercial, automobile, and employer's liability insurance with a minimum coverage limit of \$1,000,000.
5. Workers' Compensation Insurance

The Consultant will provide workers' compensation insurance for all its employees who will perform any project work. This coverage will be provided through a company authorized to do business in Texas or through self-insurance obtained in accordance with Texas law.

Coverage will be documented in a certificate of insurance or, if the Consultant provides self-insurance, then it will provide to the City a copy of its certificate of authority to self-insure its workers' compensation coverage liability. The Consultant will also provide a letter stating that the certificate of authority remains in effect and is not the subject of any revocation proceeding pending before the Texas Workers' Compensation Commission.

Except for workers' compensation insurance, for each insurance coverage required under the contract, the Consultant will obtain an endorsement to the applicable insurance policy, signed by an authorized representative of the insurer, stating that in the event of cancellation or material change that reduces or restricts the insurance afforded, the insurer agrees to mail 30-days prior written notice of cancellation or material change to the City at:

City of Corpus Christi
Department of Consultanting Services
Contract Administrator
P.O. Box 9277
Corpus Christi, Texas 78469-9277

For workers' compensation insurance, 10 days notice of cancellation or material change will be sufficient.

The Consultant will also provide an additional insured endorsement for each insurance policy except workers' compensation insurance. Each will name the City as additional insured.

Use of Subcontractors

The Consultant may use subcontractors to complete work under this contract. No subcontractor may provide services unless the City consents. Consent will not be withheld unreasonably.

The Consultant will be responsible for completing all contract work even if a subcontractor has assumed responsibility to complete certain work. Also, the Consultant will be responsible for the acts and omissions of any subcontractors.

Furthermore, the Consultant agrees that any subcontractor for this project will include the same mandatory insurance requirements in favor of the City as are specified in the City's contract with the Consultant. This is particularly emphasized for workers' compensation insurance coverage. Subcontractor certificates of insurance and endorsements will be collected by the Consultant and available for City review upon request.

EXHIBIT "D"
REQUEST FOR QUALIFICATIONS (RFQ) NO. 2012-03
BOND ISSUE 2012 AND CIP PROJECTS
RESPONSE FORMAT

Consultants/consultant teams (Consultant) interested in performing professional consultant services for the projects included in this RFQ (identified in Exhibit "A") are required to submit two (2) hard copies and one (1) compact disc (CD) containing a single file in pdf format of the RFQ in response to the RFQ No. 2012-03 in the following format, utilizing numbered tabs for each of the sections. Sub-section (i.e. Section 3A) can be identified either with numbered tabs or colored fly-sheets.

Table of Contents

Section 1. Letter of Interest from Authorized Consultant Representative

The Letter of Interest (2-page maximum length) shall provide the following information:

1. Identify the Consultant as the lead design professional and any proposed sub-consultants which will be included on the Project "teams" by category.
2. Identify the names, titles, telephone numbers, and email addresses of individuals who are available to be contacted by the City concerning the RFQ and for additional information.
3. The LOI must be signed by an individual, identified by name and title, whom is authorized to bind the Consultant to a contract

Section 2. Executive Summary

1. Respondent shall include a one-to-two page Executive Summary for the Statement of Qualifications (SOQ). The summary shall include a statement of the work to be accomplished and how Respondent proposes to accomplish and perform each specific service.

Section 3. Team Organization, Experience, Qualifications and Project Approach

A. BOND ISSUE 2012 PROJECTS

Bond Issue 2012 projects have divided into the following groups:

Section 3A— Streets

The following projects are included in this group:

- Navigation Boulevard from Up River Road to Leopard Street
- South Alameda Street from Ayers Street to Louisiana Avenue
- Greenwood Drive from Gollihar Road to Horne Road

- Ocean Drive from Buford Street to Louisiana Avenue
- Tuloso Road from IH 37 to Leopard Street
- South Staples Street from Brawner Parkway to Kostoryz Road
- South Staples Street from Morgan Avenue to IH 37
- McArdle Road from Nile Drive to Ennis Joslin Road
- McArdle Road from Whitaker Drive to Nile Drive
- Kostoryz Road from Brawner Parkway to Staples Street
- Horne Road from Ayers Street to Port Avenue
- Morgan Avenue from Staples Street to Crosstown Freeway
- Twigg Street from Shoreline Boulevard to Lower Broadway
- Leopard Street from Crosstown Freeway to Palm Drive
- JFK Causeway Area Improvements
- County Road 52 Extension (CR 69 to FM 1889)
- International Boulevard

Section 3B– ADA, Pedestrian, Parking and Beautification

The following projects are included in this group:

- ADA Master Plan Improvements City-wide
- Facilities ADA Improvements: South Texas Art Museum, Barge Dock Parking Lot
- Health Department Building Parking Lot
- SeaTown Pedestrian Improvements
- North Beach Area Road Improvements & Area Beautification
- North Beach Breakwater, Plaza, North Shoreline Repair and Enhancement

Section 3C– Traffic Signal Improvement and Street Lighting

The following project is included in this group:

- Signal Improvements and Street Lighting City-wide

Section 3D– Facility Improvements

The following projects are included in this group

- City Hall/MIS Data Center-Fire Suppression and Alarm Upgrades
- City Hall Roof Repair & Waterproofing Repairs (Exterior)
- Streets & Solid Waste Administration Building Roof Replacement
- Signs/Signal Operations - New Shop and Office Facility
- Animal Control Remodel/Improvements
- Fleet Maintenance Heavy Equipment Shop Roof
- Streets & Solid Waste Storage Building Structure with Slab (New Facility)
- Aquatic Facility Upgrades and Improvements
- Museum Roof Replacement
- Central Library Roof Replacement
- Northwest & Garcia Library Roof Replacement
- Health Department East Rear Restroom Repair/WIC Building Roof

Section 3E - Parks and Recreation

The following projects are included in this group

- Community Park Development and Improvements
- Hike & Bike Trail Development
- Tennis Center Repairs and Upgrades (HEB/AI Kruse)
- Ocean Drive Park Improvements

For each project group Section 3A through 3E listed above, Respondent shall include a narrative document that includes a Team Organizational Chart and addresses all items in the RFQ No. 2012-03, Section III Evaluation and Selection Criteria for each section as follows below. **Note: Respondent shall submit one narrative document for each Bond Issue 2012 Project group.** For example, if Respondent has expressed an interest in multiple street projects identified in Section 3A – Streets, and Signal Improvements and Street Lighting City-wide in Section 3C, Respondent shall provide one narrative document to address Section 3A- Street projects and one narrative document for Section 3C – Traffic Signal Improvement and Street Lighting. Each narrative document shall include the following:

- Experience of the prime firm (2 page maximum)
- Experience of sub-consultants (2 page maximum for each sub-consultant)
- Experience and qualifications of key personnel
- Local and historically underutilized business participation (1/2 page maximum); respondent shall indicate percentage of work to be completed by local staff.
- Project approach/management plan (5 page maximum for narrative plus additional page for Team Organizational Chart)

B. CIP PROJECTS

For CIP projects, the following sub-sections shall be included as identified below.

Section 3F – Wastewater CIP Projects

- Greenwood Wastewater Treatment Plant Electrical Improvements to Ultra-Violet (UV) System
- Broadway Wastewater Treatment Plant Collection System Enhancement Program
- Support of Downtown Redevelopment Projects (Wastewater Line and Manhole Replacement)
- Whitecap Wastewater Treatment Plant Odor Control
- Allison Wastewater Treatment Plant Process Piping Replacement Odor Control Replacement
- Citywide Wastewater Lift Station Alternate Power Supply
- Allison Wastewater Treatment Plant Influent Lift Station Equipment and Electrical Replacement

Section 3G – Water CIP Projects

- Programmed Water Line Service Life Extension
- Wesley Seale Dam Instrumentation Testing and Rehabilitation
- Booster Pump Station - SH 361
- Alternative Capacity Power Generation

Section 3H – Storm Water CIP Projects

- Lifecycle Curb and Gutter Replacement
- Turtle Cove/Jester/Matlock Area Drainage Improvement Project
- Major Outfall Assessment and Repairs
- Lifecycle Pipe Rehabilitation and Replacement

Section 3I – Street CIP Projects

- ADA Improvements in CDBG Areas

Section 3J – Public Health and Safety CIP Projects

- Salt Flats Levee System - Phase 2

Respondent shall include a narrative document that includes a Team Organizational Chart and addresses all items in the RFQ No. 2012-03, Section III Evaluation and Selection Criteria as follows below. **Note: Respondent shall submit a separate narrative document for each separate CIP project in each sub-section.** For example, if Respondent has expressed an interest in three projects; "Major Outfall Assessment and Repairs" and "Lifecycle Pipe Rehabilitation and Replacement" listed in Section 3H – Storm Water CIP Projects and "Booster Pump Station – SH 361" in Section 3G, Respondent should provide three separate narrative documents. Each narrative document shall include the following:

- Experience of the prime firm (2 page maximum)
- Experience of sub-consultants (2 page maximum for each sub-consultant)
- Experience and qualifications of key personnel
- Local and historically underutilized business participation (1/2 page maximum); respondent shall indicate percentage of work to be completed by local staff.
- Project approach/management plan (5 page maximum for narrative plus additional page for Team Organizational Chart)

Section 4. Team Resumes and References

Respondent shall provide resumes (no more than 2 pages each resume) of the Consultant Team. Resumes are required for key project team members, including Project Manager, Principal-in-Charge, Quality Assurance/Quality Control, and Discipline Leads (Drainage, Street, Surveying, Architectural, etc.) Resumes are not required for all team members, but can be submitted. Respondent shall also include Consultant and sub-consultant references which the City may contact to discuss performance on other similar work. This section can include up to a maximum of five (5) letters of recommendation. These references should specify:

- Project Name
- Description of work and how this prior experience relates to this Project
- Total contract value of work performed; total project budget
- Name, address, and telephone number of project owner/representative who oversaw project performance
- Dates (month/year) contract was issued and actually completed

Respondent shall include Exhibit "E" General Questionnaire in this section.

Section 5. Mandatory Requirements

All mandatory requirements identified in the RFQ will be submitted in this section including:

1. Indicate interest and priority in specific projects by completion of Exhibit "B" Project Listing
2. Certification that Exhibit "C" Mandatory Requirements will be met
3. Acknowledge that a completed Disclosure of Interest Form shall be on file each calendar year
4. By number, the receipt of all Addenda to the RFQ

EXHIBIT "E"
GENERAL QUESTIONNAIRE

1. **Respondent Information:** Provide the following information regarding the Respondent. (NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes partners of a Joint Venture or Co-Respondents, provide a completed General Questionnaire, Exhibit E for each partner of the Joint Venture or Co-Respondent. If a Joint Venture or Partnership exists attach the Joint Venture or Partnership Agreement. If a Joint Venture or Partnership shall be formed after contract award, attach a letter signed by all proposed parties to the Joint Venture stating the firms' intent.

1.1 **Respondent Name:** _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

e-mail address: _____

List here, any other names under which Respondent, Joint Venture Party, Team Co-Respondent or Partner has operated within the last 10 years. (add space as needed)

1.2 **Business Structure:** Check to indicate the business structure of the Respondent.

☐ Individual or Sole Proprietorship

If checked, list Assumed Name, if any:

☐ Partnership

☐ Joint Venture

☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: _____

1.3 **Ownership:** Does Respondent, each joint venture party, team or partner anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months? ☐ Yes ☐ No

- 1.4 Is Respondent, joint venture party, team or partner authorized and/or licensed to do business in Texas?
- ☐ Yes ☐ No If "Yes", list authorizations/licenses for respondent and each joint venture party, team or partner.

- 1.5 Where is the Respondent's or each joint venture party, team or partner's corporate headquarters located? _____

- 1.6 Local Operation: Does the Respondent or each joint venture party, team or partner have an office located in Corpus Christi, Texas?

☐ Yes ☐ No If "Yes", respond to a. and b. below:

a. How long has the Respondent or each joint venture party, team or partner conducted business from its Corpus Christi office?

Years _____ Months _____

b. State the number of full-time employees of Respondent or each joint venture party, team or partner at the Corpus Christi office. _____

- 1.7 Firm's Availability: When can firm start work? _____

Please provide a list of all Contracts in effect through December 2011 and the value of each that the Identified Project Manager is responsible for (add additional space or attachments as necessary):

- 1.8 List the value in dollars of all Contracts/projects of Respondent and or each joint venture party, team or partner completed in the Previous 5 ½ years:

	Respondent	Joint Venture Party/Team/Partner	Joint Venture Party/Team/Partner
2011	_____	_____	_____
2010	_____	_____	_____
2009	_____	_____	_____
2008	_____	_____	_____
2007	_____	_____	_____
2006	_____	_____	_____

- 1.9 Debarment/Suspension Information:** Has the Respondent, any joint venture party, team or any partner or any of its principals been debarred or suspended from contracting with any public entity?

☐ Yes ☐ No

If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

- 1.10 Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

- 1.11 Bankruptcy Information:** Has the Respondent or any joint venture party, team or partner ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

☐ Yes ☐ No

If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

EXHIBIT "F"
REQUEST FOR QUALIFICATIONS (RFQ) NO. 2012-03
BOND ISSUE 2012 AND CIP PROJECTS

RFQ SCHEDULE

Friday	August 31, 2012	Issue RFQ No. 2012-03 Solicitation
Friday	September 14, 2012	Deadline for written questions to RFQ No. 2012-03
Thursday	September 27, 2012 2:00 PM CST	Deadline for Interested Parties Submission
Thursday	November 8, 2012	Deadline for consultant selection recommendation to City Manager

ATTACHMENT 3

**Professional Service Contract for
Landscape Architecture at Salinas Park**



City of
Corpus
Christi

October 24, 2014

Robert Gignac, RLA, ASLA
Gignac Landscape Architect
3833 S. Staples St. Suite N-119
Corpus Christi, TX 78411

**CAPITAL
PROGRAMS**

P.O. Box 9277
Corpus Christi
Texas 78469-9277
Phone 361-826-3500
Fax 361-826-3501
www.cctexas.com

Construction Inspection
4917 Holly Road
Corpus Christi
Texas 78411
Phone 361-826-3555
Fax 361-826-3520

Survey
4917 Holly Road
Corpus Christi
Texas 78411
Phone 361-826-3555
Fax 361-826-3520

Subject: Community Park Development and Improvements- Garcia Park &
Salinas Park
(Project No. E14004)

Dear Mr. Gignac,

Enclosed is executed Agreement for providing Professional Services for the above referenced City project per Exhibit A attached, and is for an amount not to exceed \$44,600.00

Please proceed per Agreement.

Invoices should reference the above Project Name and Number as shown, and submitted to my attention to The City of Corpus Christi, Department of Capital Programs, P. O. Box 9277, Corpus Christi, TX 78469.

Sincerely,


Natasha Fudge, P.E.

Acting Director of Capital Programs

DB:rb
Encl.

cc: Valerie H. Gray, P.E., Interim Executive Director of Public Works
Natasha Fudge, P.E., Acting Director of Capital Programs
Ruth Brown, Management Assistant
Senona Casas, Management Aide
Clarissa Johnson, Contract/Fund Administrator
Velma Pena, Contract/Fund Administrator
Jennifer Ramirez, Contract/Funds Administrator
Angie Menchaca, Contracts/Funds Administrator

SMALL A/E AGREEMENT
For
PROFESSIONAL SERVICES

This AGREEMENT is between the City of Corpus Christi, Texas, a Texas home-rule municipal corporation, "CITY", acting through its duly authorized City Manager or designee ("City Engineer"), and GIGNAC LANDSCAPE ARCHITECTURE of Corpus Christi, Texas, acting through its duly authorized representative who is Robert Gignac, RLA, ASLA, (ARCHITECT), which agree as follows:


1. **DECLARATIONS.** "CITY" desires to engage "ARCHITECT" to provide services in connection with City's project, described as follows: Community Park Development and Improvements – Hector P. Garcia Park and Manuel Salinas Park (Bond 2012) (E14004) "Project".

2. **SCOPE OF WORK.** "ARCHITECT" shall provide services for the PROJECT in accordance with the accompanying Letters, Scope of Services, and Fee attached as "Exhibit A". Invoices to be submitted in accordance with Exhibit "C".

3. **FEE.** The "CITY" agrees to pay the "ARCHITECT" for services provided in accordance with Exhibit "A", Scope of Services, and Fee under this AGREEMENT, a total fee not to exceed \$44,600.00 (in figures), (Forty Four Thousand Six Hundred and Zero Cents) (in words).

4. **INDEMNIFICATION AND HOLD HARMLESS.** The "ARCHITECT" agrees to indemnify, save harmless and defend the "CITY", and it's agents, servants, and employees as more fully set forth in "Exhibit B".

CITY OF CORPUS CHRISTI


Ronald Olson
City Manager

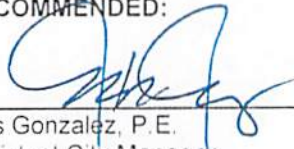
17 Oct 2014
(Date)

GIGNAC LANDSCAPE ARCHITECTURE

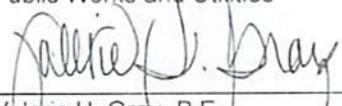

Robert Gignac, RLA, ASLA
Landscape Architect
3833 S. Staples St. Suite N-119
Corpus Christi, TX 78411
(361) 853-0795 Office
(361) 814-0195 Fax

(Date)

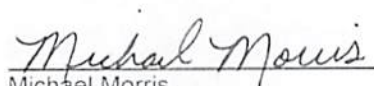
RECOMMENDED:


Gus Gonzalez, P.E.
Assistant City Manager
Public Works and Utilities

10.8.14
(Date)


Valerie H. Gray, P.E.
Interim Executive Director of Public Works

10/9/14
(Date)


Michael Morris
Director of Parks and Recreation

10/1/14
(Date)

APPROVED:

LE Houlihan 10/3/14
Office of Mgmt and Budget (Date)

APPROVED AS TO LEGAL FORM:

Janet Z Kellogg 10-2-2014
Legal Department (Date)

Project Number: E14004

Fund Name: Park and Recreation Bond 2012

Funding Source: 550950-3293-00000-E14004

Encumbrance Number: _____

September 7, 2014

Jamie Pyle, R.P.L.S., P.E., C.F.M.
Major Projects Engineer – Project Manager
City of Corpus Christi
Corpus Christi, Texas

Re: Landscape Architectural Services, City of Corpus Christi Community Park
Development and Improvements - Garcia Park \ Salinas Park – E14004

Dear Jamie:

As per our recent meeting and site visit concerning the referenced project, please accept this letter as our proposal to perform the landscape irrigation construction documents for the three referenced parks.

Gignac Landscape Architecture is structuring the fee proposal into two phases;
Phase I – Preliminary & Design Phase, and Phase II -Bid & Construction Phase.

Services for the project shall include the following:

Phase I: Preliminary & Design Phase

- Confirm and evaluate all site conditions. Verify, through field inspection, the accuracy of drawings supplied by City.
- Verify thru field inspection the quality and the condition of existing irrigation materials to remain or to be adjusted.
- Verify and locate the water source at each park.
- Provide a preliminary irrigation layout for each park showing head and piping layout, hydraulic calculations, irrigation material summary and pipe sizes.
- Size and design a pump station with an automatic control system at Salinas and Garcia Park.
- Design the irrigation system to the new master plan at Salinas and Garcia Park.
- The design will irrigate these areas but will be designed to minimize any major irrigation changes.
- Preliminary review of the project budget as relative to the new preliminary designs and construction plans.
- Provide landscape irrigation construction documents including notes and details.
- Prepare construction drawings, plans, and specifications in requested format.

Page 1 of 4

- Coordinate all improvements with City Engineering and Parks & Recreation Department for new improvements.
- Submit landscape irrigation construction cost estimate.
- Provide summary sheets with total quantities and pertinent notes for the referenced project.
- Furnish City with a reproducible set of irrigation plans. Provide a digital copy of construction plans and specifications on an electronic disc.

Phase II: Bid & Construction Phase

- Attend pre-bid conference.
- Assist City in securing bids.
- Attend the public bid opening. Analyze bids, and provide recommendations concerning the award of contract.
- Attend and assist City with the facilitation of a preconstruction meeting with the contractor, city representatives and other third parties.
- Review and check for approved materials and other submittals provided by the contractor.
- Inspect and approve all irrigation products and irrigation installation.
- Provide interpretations and clarifications of the plans and specifications for the contractor. Authorize minor changes, which do not affect the contractor's price and are not contrary to the interest of the City.
- Review any change orders necessary during the process of the work.
- Confer with City representatives and governmental authorities as needed.
- Visit the site to confer with City project inspector and contractor to observe the general progress and quality of work, and determine, in general, if the work is being done in accordance with the contractor documents.
- Post construction, conduct a preliminary inspection and prepare documentation ("Punch List") for items needing correction.
- Conduct a final inspection with City personnel and Contractor for complete and proper installation.

Landscape Architectural Fees Shall Include:

- The necessary conferences and site visits for the preparation of preliminary studies and final designs.
- The production of complete landscape irrigation architectural drawings and specifications in the City's requested format.

City of Corpus Christi Shall Supply or Reimburse the Following:

- All base and site maps for each park in Auto Cad 2007 format.
- Approval of preliminary irrigation designs and layouts.

- All printing and reproduction fees.
- All electrical designs.
- All mechanical designs other than irrigation equipment.

Gignac Landscape Architectural proposes to perform the outline landscape architectural services for a lump sum fee for each phase. The fee shall be structured per park as noted below.

Salinas Park

Phase I	Preliminary and Design Phase: Twenty Six Thousand Three Hundred and Fifty Dollar \$26,350.00	
Phase II	Bid and Construction Phase: Four Thousand Six Hundred Fifty Dollars	\$4,650.00
Total	Thirty One Thousand Dollars	
\$31,000.00		

Garcia Park

Phase I	Preliminary and Design Phase: Eleven Thousand Five Hundred Sixty Dollars \$11,560.00	
Phase II	Bid and Construction Phase: Two Thousand Forty Dollars	\$2,040.00
Total	Thirteen Thousand Six Hundred Dollars	
\$13,600.00		
Total	Forty Four Thousand Six Hundred Fifty Dollars	\$ 44,600.00

Schedule for delivery of landscape irrigation construction documents shall be as follows:

- Salinas Park\ Garcia Park – 60% Submittal Five weeks from notice to commence
90% Submittal Four weeks from 60% comments
100% Submittal Three weeks from 90% comments

Gignac Landscape Architecture appreciates the opportunity to be of service to the City of Corpus Christi. Should you have any questions or require additional information, please contact me.

Respectfully,



Robert Gignac, RLA, ASLA
Landscape Architect
Gignac Landscape Architecture

Accepted By: _____

Accepted By: _____

Title: _____

Date: _____

Exhibit B
Mandatory Requirements
(Revised November, 2005)

INDEMNIFICATION AND HOLD HARMLESS

Consultant agrees to indemnify, save harmless and defend the City of Corpus Christi, and its officers, agents, servants and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and reasonable attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, to the extent caused by Consultant's negligent performance of services covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the sole or concurrent negligence of the City of Corpus Christi, its officers, agents, servants, or employees, or any other person indemnified hereunder.

COMPLETE PROJECT NAME
Project No. XXXX
Invoice No. 12345
Invoice Date:

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
Basic Services:								
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	750	0	0	0	0%
Construction Phase	2,500	0	1,000	3,500	0	0	0	0%
Subtotal Basic Services	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services:								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
Summary of Fees								
Basic Services Fees	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
Total of Fees	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%



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: GLACIAL LANDSCAPE ARCHITECTURE

P. O. BOX: 6524 P.O. Box

STREET ADDRESS: 3833 S. STANLEY CITY: C.C. ZIP: 78411

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)

NA

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

NA

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

NA

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

NA

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: ROBERT G. GARCIA Title: OWNER
(Type or Print)

Signature of Certifying Person: [Signature] Date: 9/30/14

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.

ATTACHMENT 4

FEMA Reimbursement Guidelines for Engineering and Design Services of Average Complexity

FEMA Reimbursement Guidelines for Engineering and Design Services of Average Complexity

Source: FEMA Public Assistance Guide

CURVE B. COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF CONSTRUCTION COST FOR PROJECTS OF AVERAGE COMPLEXITY

