



Amendment #4 Finance & Procurement

Date: August 28, 2023

Agreement #: 4135 - Convention Center Renovation/Expansion & Hotel Study

Contractor/Consultant: Hunden Strategic Partners, Inc.

Current Amount: \$275,300.00

- I. Section 2, Term, of the Agreement is amended by extending the term of the Agreement from June 30, 2023, as the parties have mutually continued to be engaged in the performance of the Agreement beyond that date and desire additional work to be completed, and replacing it with the new ending date of the term to be December 31, 2023. This Amendment #4 is made **effective as of July 1, 2023**, subject to execution of this document by both parties.
- II. Section 3, Compensation and Payment, of the Agreement is amended by increasing the amount \$330,000.00; therefore, the revised total amount of the Agreement is \$605,300.00.
- III. Attachment A, Scope of Work, to the Agreement is amended by adding the following additional work: continuation of Services along with new tasks, as further described in **Attachment A-4**, the content of which is attached to this Amendment #4 and incorporated by reference into the Agreement as if fully set out here in its entirety.
- IV. Section 9, Subcontractors, to the Agreement is deleted in its entirety and is replaced with language to read as follows:

“Section 9. Subcontractors. Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City’s sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.”

To the extent that the provisions of this Amendment #4 conflict with any provisions of the Agreement and prior amendments, if any, the provisions of this Amendment #4 shall prevail and govern for all purposes and in all respects.

DocuSigned by:
Rob Hunden 8/28/2023
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Rob Hunden Date
President, Hunden Strategic Partners, Inc.

Peter Zaroni Date
City Manager

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

Attached and Incorporated by Reference: Attachment A-4

Attachment A-4



City of Corpus Christi & Hunden Partners: Advanced Planning Services Proposal

To: City of Corpus Christi
Attn: Peter Zanoni
City Manager
1201 Leopard Street
Corpus Christi, TX 78401
Sent via email to: peterz@cctexas.com
cc: elsyb@cctexas.com

From: Rob Hunden, CEO
Hunden Partners
213 W Institute Place, Suite 707
Chicago, IL 60610
rob@hunden.com

Date: August 4, 2023

Understanding of the Assignment

The Hunden Partners Team (Hunden or Team), including architectural and design services from Convergence Design (CD), is pleased to provide a proposal for the **Advanced Planning Services** related to the Expansion of the American Bank Center, the Implementation of the Mixed-Use District Master Plan, and the Funding and Financing of the overall redevelopment effort to the City of Corpus Christi (City, Owner or Client). The Advanced Planning Services are those activities to be undertaken in an effort to prepare for the upcoming vote in November that would facilitate financing the project and to begin some of the necessary activities to allow the City of Corpus Christi to begin to efficiently implement the ABC Expansion and Mixed-Use Development projects.

Hunden Partners would serve as advisors to the City as it embarks on this significant investment in the future of Corpus Christi. Assuming a successful outcome of the vote in November, Hunden would submit a follow-up proposal to the City to assist it in the Expansion of the American Bank Center and the Implementation of the Mixed-Use District Master Plan, which would include helping the City find and enter into agreements with a developer for the Headquarters Hotel, the Mixed-Use District, and other hotels within the District.



Scope of Work

Expansion of the American Bank Center

Task 1 – Assist Owner in the Development of the Project Scope **1**

Hunden will assist Owner in defining the programmatic goals of the ABC project expansion, identifying the portions of the facility to upgrade, and establishing the project boundaries. Hunden will coordinate the expansion project scope with a Capital Improvement Plan being prepared by others.

Convergence Design in consultation with Hunden will provide a high-level summary of the project scope to assist with the work effort. CD will develop a basic proposed concept-level design showing the basic configuration and volume of proposed new space, how the new addition works with the existing building, and highlighting areas within the existing building that will require renovation to achieve the desired functionality. This work effort will include a narrative description of the scope of work and basic area measurements for the project

This will allow the Owner to establish the overall scope of work for the architect and contractor and will guide the creation of a preliminary project budget. The project scope will be incorporated into an RFQ and subsequent RFP for the selection of the design team for the project.

Hunden will assist Owner in refining the conceptual cost for the Project by engaging in informal conversations with contractors experienced in convention center expansion and renovation work.

Task 2 – Assist Owner with the Activities Leading Up to the Selection of Design Team **2**

Hunden will advise and assist Owner in establishing a construction approach which will directly affect the services that will be provided by the design team. Consideration will be given to both constructing the building by eventually hiring either a Construction Manager at Risk (CM@R) or a Design-Builder (DB).

Hunden will advise and assist Owner with the preparation of an RFQ for the selection of a design team for the project.

A preliminary RFQ will be prepared but will not be issued until January 2024 and issuance will be contingent on the results of the election in November.



Task 3 – Assist Owner with Establishing a List of Owner Consultants Needed in Later Phases 2

Depending on the Owner’s resources and available expertise, it is common to engage the services of additional consultants to assist in the design and construction process and to provide a more detailed and specialized level of support to assist the Owner in making prudent business decisions.

Hunden will work with the Owner to create a preliminary list of additional consultants that will be hired as the project progresses through the design and construction phases of the project.

Task 4 – Assist Owner with the Preparation of a Preliminary Overall Development Budget 1

With input from others, Hunden will work with and assist Owner to create a preliminary overall budget for the development of the ABC Expansion that will include construction costs, design and engineering fees, consulting fees, and other related project costs. Hunden with assistance from CD will develop a preliminary high-level milestone schedule for the project.

Task 5 – Assist Owner with the Activities Leading Up to the Selection of the Construction Team 3

Hunden will advise and assist Owner in establishing a construction approach for the project. Consideration will be given to both constructing the building by eventually hiring either a Construction Manager at Risk (CM@R) or a Design-Builder (DB).

Hunden will advise and assist Owner with the preparation of an RFQ for the selection of a construction manager or design-builder for the project. Documents will be prepared but will not be issued until the first quarter of 2024 following the issuance of the design team RFQ. Issuance will be contingent on the results of the election in November. Hunden recommends engaging the services of the construction manager early in the design process – likely during schematic design – to provide cost estimating, scheduling, and constructability input throughout the design phases of the project.

Management of Process. Hunden will coordinate/conduct weekly virtual meetings with the City and other partners/stakeholders and conduct in-person meetings monthly to keep the Project Scope moving expeditiously so that if the Project is approved, quick movement toward execution can begin in January.



Implementing the Mixed-Use District Master Plan

Task 1 – Assist Owner in Refining the Master Plan and Developing an Approach for Delivering the Public and Private Sector Improvements 1

Hunden will advise and assist Owner in creating the overall vision for the mixed-use district. Hunden will work with Convergence Design to update the current master plan to better reflect the intended approach to the development and to make sure that it is coordinated with the underlying market study and Plan of Finance. CD will work with City staff and other stakeholders to refine and the District Master Plan, taking into account property ownership, likelihood of inclusion of private parcels, the use of the historic structures in Heritage Park, pre-existing planning efforts and other known improvements within or adjacent to the District. CD will additionally engage a parking consultant to as part of its work to provide a preliminary parking demand analysis for the Mixed-Use District.

Hunden will break the district into distinct components of work and establish the method by which each component will be completed. This will include an evaluation of whether such work is best led by the public or private sector and how to package the private sector development opportunities.

Task 2 – Assist Owner with Establishing a List of Owner Consultants Needed in Later Phases 2

The creation of the District will require the services of master planners, engineers, landscape architects, financial advisors and other consultants. Hunden will assist Owner in deciding which consultants are needed and what their respective scopes of work should be in order to assist in the creation of the mixed-use district most efficiently through the creation of a preliminary list of additional consultants that will be hired as the project progresses through the design and construction phases.

Task 3 – Assist Owner with the Preparation of a Preliminary Overall Development Budget 1

With input from others, Hunden will work with and assist Owner to create a preliminary overall budget for the development of the Owner's portion of the Mixed-Use District which will include construction costs, design and engineering fees, consulting fees, and other related project costs. An important part of this work effort will be to establish which costs will be the responsibility of the Owner and which will be the responsibility of the private sector. Hunden with assistance from CD will develop a preliminary high-level milestone schedule for the project.

Task 4 – Promotion of ABC Development Opportunities 1

As the master plan is updated, Hunden will begin to lay the groundwork for the future solicitation and selection of developers for the Headquarters Hotel, the Mixed-Use District, and other hotels within the District.



Hunden will informally seek and create interest from top hotel and mixed-use/ entertainment district developers by promoting the project plan and opportunities, which will include meeting (virtually or in person) with interested parties to further educate, market, and encourage the later participation of the most qualified development teams. The goal is to build national interest for the Projects and advertise the upcoming Request for Qualifications and subsequent Request for Proposals. Information gathered in these discussions may shape the nature of the specific development opportunity to be included in the solicitations to be issued later.

Management of Process. Hunden will coordinate/conduct weekly virtual meetings with the City and other partners/stakeholders and conduct in-person meetings monthly to keep the process moving expeditiously so that if the Project is approved, quick movement toward execution can begin in January.

Funding and Financing Work

Task 1 – Plan of Finance/Modeling, Developer Proposal Modeling and Coordination

1

Hunden will coordinate and work with the Finance Team retained by the City to continue to advance the financing of and incentives for the various project components.

Task 2 – Updated Programming and Related Modeling 1

This task is directly related to the Plan of Finance, and any changes in public and private projects being developed. As plans and physical programs change, the demand, financial and impact projections will need to be updated. Hunden will update the Plan of Finance to reflect any adjustments to the Master Plan prior to the election.

Task 3 – PFZ Establishment, Projections and Tracking; HOT Tracking and Projections Advance Planning 1

Hunden will continue to update projections for the future performance of the PFZ and the HOT collections to reflect any changes to the Project in order to update the Plan of Finance and provide the City with updated figures from which they can develop financing options for the Project and related elements. Hunden will update the Plan of Finance to reflect any adjustments to the Master Plan prior to the election.

Management of Process. Hunden will coordinate/conduct weekly virtual meetings with the City and other partners/stakeholders and conduct in-person meetings monthly to keep the process moving expeditiously so that if the Project is approved, quick movement toward execution can begin in January.



Other Work

Hunden will be available to use its resources to accomplish other tasks on behalf of the City and related parties to the Project during the contract period. Hunden will be the City's representative, extension of staff and Advisor for all activities related to the Project. Other adjacent or nearby projects may also need attention during this timeframe and Hunden is available to assist as appropriate. If extra services are needed that are material (beyond \$5,000 of work/time/expense), Hunden will prepare a contract amendment for authorization by the City.



Timing

Hunden proposes to complete the services outlined in this scope of work over a period of five months beginning August 2023 and concluding by December 31, 2023. Hunden has already completed work during late July and early August that is part of the aforementioned scope.

Fees, Expenses and Billing

Fees. Based on the tasks identified in this proposal, including monthly trips to Corpus Christi with for (4) or more professionals working on the Project, Hunden proposes to complete the services for a lump-sum fee of **\$295,000 plus an expense reimbursement Allowance of \$35,000**. This fee is inclusive of the following amounts broken out by firm but excludes expense reimbursements:

- Hunden Fee of \$235,000, plus
- Convergence Design Fee of \$60,000.

An Expense Reimbursement Allowance that includes both Hunden and CD is based on fourteen person-trips at a fixed cost of \$2,500 per trip for a total of \$35,000. Amounts in excess of the Allowance will require Client approval.

Hunden has assigned approximately six professionals to dedicate and make available a portion of their time to the Corpus Christi Project over the next 5 months. Currently, these professionals include:

- Rob Hunden, CEO
- Steve Haemmerle, Executive Vice President
- Shawn Gustafson, Project Manager
- Matthew Avila, Project Manager
- Lucas Neuteufel, Analytics Manager
- Franco Matticolti, Analyst

In addition, as Convergence Design (CD) is a subcontractor under the Hunden contract, CD has assigned two professionals, including David Greusel, who will also travel to Corpus Christi monthly to move through the design and masterplanning process.

Billing. Fees would be billed monthly in the amount of \$59,000 over five months starting August through December of 2023, plus amounts for travel based on the unit cost per trip noted above and any other reimbursed direct expenses (at cost) as incurred, on a monthly basis.

Hunden is currently expending unreimbursed expenses and time for work with the City during July of 2023. Hours and expenses associated with this July 2023 work is incorporated into this proposal and will be billed as part of this contract.



Contractual Conditions

The following conditions apply to this engagement with you.

SCOPE LIMITATIONS. Hunden's services do not include the following: any assistance with a bond marketing strategy; any assistance with the preparation or distribution of any official statement; or any advice on the municipal bond market. Hunden does not provide advice with respect to municipal financial products or the issuance of municipal securities, including services with respect to the structure, timing, terms and other similar matters concerning such financial products or issues.

Hunden is not a municipal advisor and Hunden is not subject to the fiduciary duty set forth in section 15B(c)(1) of the Registration and Regulation of Brokers and Dealers Act (15 U.S.C. 78o-4(c)(1)) with respect to the municipal financing product or issuance of municipal securities. Client is advised that any actual issuance of debt must be done under the advice of its bond counsel and financial advisors. Your financial advisor should provide any advice concerning the specific structure, timing, expected interest cost, and risk associated with any government loan or bond issue. Potential advisors should not rely on representations made in this report with respect to the issuance of municipal debt.

The findings and recommendations of Hunden's research will reflect analysis of primary and secondary sources of information. Estimates and analyses presented in our work product will be based on data that are subject to variation. Hunden will use sources that it deems reliable, but will not guarantee their accuracy. Recommendations will be made from information provided by the analyses, internal databases, and from information provided by external sources.

Client is entitled to receive the work product(s) prepared by Hunden pursuant to this Agreement. Client has no right to access or deliverance of any underlying statistics, models, or any other information developed by Hunden in preparing the Report to which this Agreement pertains.

UPDATES. Hunden has no responsibility to update its work product(s) for events and circumstances occurring after the date presented to the Client. Delayed invoice payments will result in delay of deliverables for the next portion of work. If edits and comments are not received from the Client related to any prior deliverable within thirty (30) days of the delivery of the deliverable, the work product will be considered final, and the current billing will be sent and become due.

TIMING OF DELIVERABLES. The timeline for the study begins when the following have occurred: 1) receipt of first payment, 2) signing of this contract and 3) receipt of any Client materials related to the Project requested by Hunden.

BILLING. Any past invoices must be paid prior to the delivery of the next Milestone Deliverable. If an invoice remains unpaid 30 days after it was emailed to the client, Hunden may without further obligation, cease the assignment and terminate the Agreement. All previous invoices will remain due. Any invoice unpaid after 30 days will accrue a 3% per month late fee. Any invoice unpaid after 90 days will result in legal action by Hunden to collect such invoice(s).



Failure by Hunden to assess late fees does not preclude Hunden from assessing late fees in the future.

TRAVEL. In the event that the Client chooses to alter, adjust or change dates/times of any Client-related trip after Hunden has booked and purchased travel arrangements, it shall be the responsibility of the Client to reimburse Hunden for any fees and fare/price differences associated with cancellation/change of travel arrangements.

USE OF DELIVERABLE. The Work Product is copyrighted and cannot be manipulated in any way beyond the format that it was provided to the Client.

TERMINATION. Notwithstanding the Billing language above, Hunden reserves the right to terminate this Agreement on fifteen (15) days written notice to Client should Client fail to satisfactorily perform its obligations under this Agreement. In the event Hunden terminates this Agreement, Client is obligated to pay Hunden for all services rendered under this Agreement prior to termination, including work through the next unbilled milestone. Nothing contained herein shall constitute a waiver of Hunden's right to bring suit for damages or to enforce specific performance of this Agreement. In the event of termination of this Agreement by the Client, Client is obligated to pay Hunden for all services rendered under this Agreement prior to termination, including work through the next unbilled milestone. Hunden further reserves the right to take any legal action necessary to enforce its rights under this Agreement. In the event Hunden is required to commence suit to collect any unpaid amounts due to it from Client, Client agrees to reimburse Hunden for its costs and attorneys' fees in bringing such suit.

It is agreed that the liability of Hunden to the Client is limited to the amount of the fees paid by client to Hunden.

Hunden limits its responsibility to the Client and any use of the study produced pursuant to this Agreement by third parties shall be at the risk of the Client and/or said third parties. By the execution of this Agreement, Client acknowledges that he/she/it has read and agrees to the terms and conditions of this Agreement and agrees to the inclusion of a standard set of General Assumptions and Limiting Conditions in the report. Additional conditions prompted by the discovery of extraordinary or unusual circumstances uncovered during the course of investigation may be added to the study assignment, if necessary.

DISPUTES. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, other than non-payment of amounts due hereunder, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other applicable] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

If this document meets with Client's approval, Client may accept this letter and authorize Hunden to proceed by signing below.



Authorization

Accepted By:

Signature _____

Printed Name _____

Title _____

Company _____

Date: _____