

**CITY OF CORPUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES**

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director of Engineering Services) and **RPS Espey (Architect/Engineer – A/E)**, hereby agree as follows:

1. SCOPE OF PROJECT (Wastewater Permit Assistance FY 2012, Project No.E12151)

The Espey team will utilize its strong treatment, water quality and regulatory expertise to assist the City of Corpus Christi (City) in the wastewater permitting process. The Espey team will work in close cooperation with the City staff to understand its goals and will coordinate with the Texas Commission on Environmental Quality (TCEQ) regularly about permit issues. The Espey team will also provide assistance on addressing regulatory issues, rule changes, enforcement letters and on the decommissioning of plant operations.

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform professional services as described in Exhibits "A" and "A-1". In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) and provide contract administration services, as described in Exhibits "A" and "A-1", to complete the project. Work will not begin on Additional Services until requested by the A/E (provide breakdown of costs, schedules), and written authorization is provided by the Director of Engineering Services.

3. ORDER OF SERVICES

Work will not begin on any phase or any Additional Services until requested in writing by the A/E and written authorization is provided by the Director of Engineering Services. The anticipated schedule is shown on Exhibit "A". This schedule is not to be inclusive of all additional time that may be required for review by the City staff and may be amended by or with the concurrence of the Director of Engineering Services.

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

4. INDEMNITY AND INSURANCE

A/E agrees to the mandatory contract indemnification and insurance requirements as set forth in Exhibit "B".

5. FEE

The City will pay the A/E a fee, as described in **Exhibit "A"**, for providing services authorized, a total fee not to exceed \$70,000 (Seventy Thousand Dollars and Zero Cents), **renewable for five years**. Monthly invoices will be submitted in accordance with **Exhibit "D"**.

6. TERMINATION OF CONTRACT

The City may, at any time, with or without cause, terminate this contract upon seven days written notice to the A/E at the address of record. In this event, the A/E will be compensated for its services on all stages authorized based upon A/E and City's estimate of the proportion of the total services actually completed at the time of termination.

7. ASSIGNABILITY

The A/E will not assign, transfer or delegate any of its obligations or duties in this contract to any other person without the prior written consent of the City, except for routine duties delegated to personnel of the A/E staff. If the A/E is a partnership, then in the event of the termination of the partnership, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the A/E fee may be assigned in advance of receipt by the A/E without written consent of the City.

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

8. OWNERSHIP OF DOCUMENTS

All documents including contract documents (plans and specifications), record drawings, contractor's field data, and submittal data will be the sole property of the City, may not be used again by the A/E without the express written consent of the Director of Engineering Services. However, the A/E may use standard details that are not specific to this project. The City agrees that any modification of the plans will be evidenced on the plans, and be signed and sealed by a professional engineer prior to re-use of modified plans.

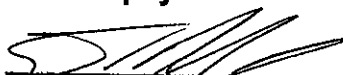
9. DISCLOSURE OF INTEREST

A/E further agrees, in compliance with City of Corpus Christi Ordinance No. 17112, to complete, as part of this contract, the *Disclosure of Interests* form attached as **Exhibit "C"**.

CITY OF CORPUS CHRISTI

RPS Espey

Oscar R. Martinez, Date
Assistant City Manager

 9/17/12

David Harkins, P.E. Date
4801 Southwest Parkway
Parkway 2, Suite 150
Austin, TX 78735
(512) 326-5659 Office
(512) 326-5723 Fax

RECOMMENDED

D. Biles 10/2/12
Daniel Biles, P.E., Date
Director of Engineering Services

J. Howard 10-1-12
Operating Department Date

APPROVED AS TO FORM

Office of Management Date
and Budget

Legal Department Date

ATTEST

Armando Chapa, City Secretary

Project No. <u>E12151</u>
Fund Source No. <u>530000-4200-33000-E12151</u>
Encumbrance No. _____

Wastewater operating

EXHIBIT "A"
CITY OF CORPUS CHRISTI, TEXAS

Wastewater Permit Assistance FY 2012
(Project No. E12151)

1. SCOPE OF SERVICES

A. Basic Services. None

B. Additional Services (ALLOWANCE)

This section defines the scope (and ALLOWANCE) for compensation for additional services that may be included as part of this contract, but the A/E will not begin work on this section without specific written approval by the Director of Engineering Services. Fees for Additional Services are an allowance for potential services to be provided and will be **negotiated** by the Director of Engineering Services as required. The A/E will, with written authorization by the Director of Engineering Services, do the following:

1. Wastewater Permit Assistance. Furnish the City all engineering data and documentation necessary for all required permits **and permitting assistance**. As necessary, the A/E will prepare this documentation for all required signatures. The A/E will prepare and submit all permits **as applicable** to the appropriate local, state, and federal authorities, including, but not limited to:

- a. TxDOT Permits/Amendments
- b. Wetlands Delineation and Permit
- c. Temporary Discharge Permit
- d. NPDES Permit/Amendments
- e. Texas Commission of Environmental Quality (TCEQ) Permits/Amendments
- f. U.S. Fish and Wildlife Service (USFWS)
- g. U.S. Army Corps of Engineers (USACE)
- h. United States Environmental Protection Agency (USEPA)

Refer to Exhibit A-1 for detailed task list.

2. SCHEDULE

There is not a typical schedule for this contract. It will be an annual project with different delivery requests.

3. FEES

A. Fee for Basic Services. None

B. Fee for Additional Services. For services authorized by the Director of Engineering Services under Section 1.B. "Additional Services," the City will pay the A/E a not-to-exceed fee as per the table below:

EXHIBIT "A"
Page 1 of 2

Summary of Fees

Basic Services Fees	
1. Preliminary Phase	\$0.00
2. Design Phase	\$0.00
3. Bid Phase	\$0.00
4. Construction Phase	\$0.00
Sub-Total Basic Services Fees	\$0.00
Additional Services Fees (Allowance)	
1. Wastewater Permit Assistance	\$70,000.00
Sub-Total Additional Services Fees	\$70,000.00
Total Authorized Fee	\$70,000.00

EXHIBIT "A"
Page 2 of 2

EXHIBIT "A-1"
SCOPE OF WORK

(Provides supplemental description to Exhibit "A". Exhibit "A-1" Task List does not supersede Exhibit "A.")

CITY OF CORPUS CHRISTI, TEXAS
WASTEWATER PERMIT ASSISTANCE FY 2012
PROJECT NO. E12151

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Introduction

The Espey team will utilize its strong treatment, water quality and regulatory expertise to assist the City of Corpus Christi (City) in the wastewater permitting process. The Espey team will work in close cooperation with the City staff to understand its goals and will coordinate with the Texas Commission on Environmental Quality (TCEQ) regularly about permit issues. The Espey team will also provide assistance on addressing regulatory issues, rule changes, enforcement letters and on the decommissioning of plant operations. This project will be completed on a Time and Materials basis by work orders defined by the City.

BASIC SERVICES - N/A

ADDITIONAL SERVICES

1. Wastewater Permit Assistance

Provide permitting assistance as described and in accordance with Exhibit A. ENGINEER will provide coordination with regulatory personnel as required to ensure approval by all state/federal agencies. This will involve detailed correspondence with TCEQ during the preliminary design and design phases to ensure their timely approval of the proposed process improvements and/or modifications and to maintain compliance with the City's discharge permit.

Provide backup documentation, clarifications, answers as requested by the permitting agencies.

1.1. Task 1 – Meet with City Staff

Espey team will meet with City staff at Corpus Christi to ensure project goals are defined. The meeting will also allow team members to meet the City staff that will be working on this project.

1.2. Task 2 – Data Collection

After City goals have been defined, the Espey team will collect and review the appropriate data. This may include existing permits, permit applications, timelines for permit renewals, treatment changes occurring between permitting cycles, discharge monitoring records, flow estimates, contested case issues (if any), environmental issues, reports and/or technical memos from other consultants, treatment plant design documents, etc. Plant visits may be conducted to further gather information about each plant's treatment layout.

1.3. Task 3 – Perform regulatory agency interaction and coordination

The Espey team will obtain preliminary TCEQ input to considerations to be applied to permitting actions for the City. Espey will bring this information back to the City for validating City expectations for the project and adjusting as necessary the strategy for advancing the project. The team will then continue to coordinate with the TCEQ regularly to ensure that each item identified by the City will be addressed and move in a timely fashion through the TCEQ permitting process.

1.4. Task 4 – Provide assistance in preparation of the City's position on permitting issues

Espey team will complete the wastewater permit renewal application in order to meet the 180 day submittal deadline including the preparation of Attachments and Technical reports as required by the TCEQ. Additionally, Espey team will complete any required analytical sampling.

The Espey team will submit the application for a renewal permit to discharge wastes from domestic wastewater operations for the City of Corpus Christi WWTP. The permit application process includes posting a public notice of the request for a reuse permit and communication with TCEQ for additional information requested by the TCEQ after the initial application submission. Permit and notice fees are not included as part of this proposal.

1.5. Task 5 – Provide support to the City in responding to specific regulatory requirements and issues presented by the TCEQ

After the City submits applications for permits and/or renewals, the TCEQ may ask for clarification or additional information on the project. The Espey team will assist the City in developing the responses to these requests in a timely manner. The Espey team has extensive experience in providing additional documentation to the TCEQ.

1.6. Task 6 – Assist the City with the preparation of response to regulatory enforcement letters

If the City has enforcement letters from TCEQ, the Espey team will assist the City in developing responses to the letters in a timely manner. The Espey team will also work with the City to recommend solutions for the problems causing the TCEQ to issue the enforcement letter.

1.7. Task 7 – Provide assistance with full and partial decommissioning of treatment plant processes

Should the City's plan of action result in full or partial decommissioning of the City's facilities, the Espey team will coordinate a meeting with City operations of that facility to discuss options for physical removal of facilities, constraints during construction, and identification of any operational needs that arise resulting from the loss of the facilities. The Espey team will then structure an implementation plan for this decommissioning, present it to City for review, and incorporate comments prior to implementing the plan. Implementations considerations will include preparation of construction plans and operational contingency plans, but in preparing both, the Espey team will place emphasis on the critical nature of avoiding impact to operations during implementation.

1.8. Task 8 – Provide assistance with other water quality regulatory issues

The Espey team will provide assistance and guidance for the water quality issues related to any of the permits or WWTPs. This could include a simple water quality analysis or a complicated set of water quality models. The Espey team has extensive experience to provide any and all water quality services.

1.9. Task 9 – Advise the City of anticipated regulatory permit requirements and rule changes for treatment processes

The Espey team will continue to advise the City on regulatory issues that arise from TCEQ or EPA to ensure that the WWTPs are meeting all required regulations. The Espey team will discuss changes in regulations with the City far enough in advance of the new rules to allow the City to plan and construct facilities to meet these new regulations.

1.10. Task 10 – Additional Meetings with Corpus Christi and TCEQ

Espey team will coordinate throughout the course of the project participate in meetings with City and TCEQ staff. These meetings will be used to collect data, respond to TCEQ comments, assist TCEQ in technical explanations, and negotiate the terms of the permit.

1.11. Task 11 – Contested Case Hearing Support

Occasionally when a wastewater permit renewal application is submitted and the public notice has been posted, concerned parties will protest the permit application. If this permit application is protested and becomes a contested case, Espey team has capable staff available to defend and process the application through the contested case hearing process. However, these tasks are not included in this current scope of work.

EXHIBIT "B"
INSURANCE REQUIREMENTS

Insurance Requirements

- A. Consultant must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. The Consultant must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Consultant must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance with applicable policy endorsements, showing the following minimum coverages by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for all liability policies (except Workers Compensation/EL and Professional Liability), and a blanket waiver of subrogation is required on all applicable policies (except Professional Liability).

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Written Notice of Cancellation, or reduction in coverage or limits required on all certificates or by policy endorsements	Bodily Injury & Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury / Advertising Injury	\$1,000,000 COMBINED SINGLE LIMIT Per Occurrence and in the aggregate
AUTOMOBILE LIABILITY to include: 1. Owned vehicles 2. Hired – Non-owned vehicles	\$1,000,000 COMBINED SINGLE LIMIT
UMBRELLA – EXCESS LIABILITY Must follow form	\$1,000,000 COMBINED SINGLE LIMIT
PROFESSIONAL LIABILITY including: Coverage provided shall cover all employees, officers, directors and agents 1. Errors and Omissions	\$2,000,000 per claim / \$2,000,000 aggregate (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement; have extended reporting period provisions and identify any limitations regarding who is an Insured
WORKERS' COMPENSATION	Applicable to paid employees while on City property Which Complies with the Texas Workers Compensation Act
EMPLOYERS' LIABILITY	\$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this agreement, Consultant must furnish the Risk Manager with copies of all reports within (10) ten days of accident.
- D. Consultant must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- E. Consultant's financial integrity is of interest to the City; therefore, subject to Successful Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis (except for Professional Liability), by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.
- F. City shall be entitled, upon request and without expense, to receive Certificates of Insurance and all endorsements thereto as they apply to the limits required by the City. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
Fax: (361) 826-4555

- G. Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- i. Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - ii. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - iii. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - iv. Provide thirty (30) calendar days advance written notice directly to City on CGL and Auto policies of any suspension, cancellation, non-renewal or reduction in coverage or limits in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium. Consultant shall provide this notice to City on Workers Compensation and Professional Liability policies.
- H. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this agreement.

- I. In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- J. Nothing herein contained shall be construed as limiting in any way the extent to which Successful Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this agreement.
- K. It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- L. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, save harmless and defend the City of Corpus Christi, and its 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 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, which may arise or which may be alleged to have arisen out of or in connection with the negligent performance of Consultant's 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 agents, servants, or employees or any other person indemnified hereunder.



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: Espey Consultants, Inc. dba RPS Espey

P. O. BOX: _____

STREET ADDRESS: 4801 Southwest Pkwy, Pkwy 2, Suite 150 CITY: Austin, TX ZIP: 78735

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

DISCLOSURE QUESTIONS

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

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

Name	Job Title and City Department (if known)
<u>None</u>	

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

Name	Title
<u>None</u>	

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

Name	Board, Commission or Committee
<u>None</u>	

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

Name	Consultant
<u>None</u>	

FILING REQUIREMENTS

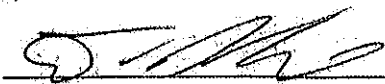
If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose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

CERTIFICATION

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

Certifying Person: David K. Harkins, Ph.D., P.E., D.WRE. **Title:** Vice President
(Type or Print)

Signature of Certifying Person:



Date:

6/21/12

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.

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%