

CITY OF CORPUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES

18128A Solid Waste Landfill Groundwater Monitoring

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director) and Terracon Consultants, Inc., a Texas corporation, 6911 Blanco Road, San Antonio, Bexar County, Texas 78216, (Consultant), hereby agree as follows:

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ARTICLE I – SCOPE OF SERVICES

1.1 The Consultant shall provide to Engineering Services its Scope of Services, to be incorporated herein and attached to this Agreement as **Exhibit A**. The Scope of Services shall include all associated services required for Consultant to provide such Services, pursuant to this Agreement, and any and all Services that would normally be required by law or common due diligence in accordance with the standard of care defined in Article XIII of this Agreement. The approved Scope of Services defines the services to be performed by Consultant under this Agreement.

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

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

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

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

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

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

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

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

1.7 For projects that require subsurface utility investigation:

1.7.1 The Consultant agrees to prepare and submit to the City prior to the 60% submittal a signed and sealed report identifying all utilities within the project area at the Quality Level specified in **Exhibits A and A-4**. It is assumed that all utilities will be identified using Quality Level A exploratory excavation unless stated otherwise.

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

1.8 For project with potential utility conflicts:

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

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

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

ARTICLE II – QUALITY CONTROL

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

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

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

ARTICLE III – COMPENSATION

3.1 The Compensation for all services (Basic and Additional) included in this Agreement and in the Scope of Services for this Agreement shall not exceed \$225,191 per year with the option to administratively renew for two (2) additional years for a total contract price of \$675,573.

3.2 The Consultant's fee will be on a lump sum or time and materials (T&M) basis as detailed in **Exhibit A** and will be full and total compensation for all services and for all expenses incurred in performing these services. Consultant shall submit a Rate Schedule with their proposal. City and Consultant agree that the Rate Schedule is considered confidential information that may be excluded from public disclosure under Texas Government Code Chapter 552 as determined by the Texas Attorney General.

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

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

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

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

3.7 Consultant certifies that title to all services covered by a Payment Request shall pass to City no later than the time of payment. Consultant further certifies that, upon submittal of a Payment Request, all services for which Payment Requests have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. **CONSULTANT SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY CITY TO CONSULTANT.**

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

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

3.9.1 delays in the performance of Consultant's work;

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

3.9.3 damage to City; or

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

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

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

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

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

ARTICLE IV – TIME AND PERIOD OF SERVICE

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

4.2 This service shall be for a period of one (1) year beginning on the Effective Date. The Agreement may be administratively renewed for up to two (2) one-year renewal options upon mutual agreement of the parties to be evidenced in writing prior to the expiration date of the prior term. Any renewals shall be at the same terms and conditions, plus any approved changes.

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

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

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

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

ARTICLE V – OPINIONS OF COST

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

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

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

ARTICLE VI – INSURANCE REQUIREMENTS

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

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

ARTICLE VII – INDEMNIFICATION

Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control ("Indemnitee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by

Consultant or its agent, Consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This indemnification does not apply to any liability resulting from the negligent acts or omissions of the City or its employees, to the extent of such negligence.

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

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

ARTICLE VIII – TERMINATION OF AGREEMENT

8.1 By Consultant:

8.1.1 The City reserves the right to suspend this Agreement at the end of any phase for the convenience of the City by issuing a written and signed Notice of Suspension. The Consultant may terminate this Agreement for convenience in the event such suspension extends for a period beyond 120 calendar days by delivering a Notice of Termination to the City.

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

8.2 By City:

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

8.2.2 The City may terminate this agreement for cause upon ten days written notice to the Consultant. If Consultant begins, within three days of receipt of such notice, to correct its failure and proceeds to diligently cure such failure within the ten days, the agreement will not terminate. If the Consultant again fails to perform under this agreement, the City may terminate the agreement for cause upon seven days written notice to the Consultant with no additional cure period. If the City terminates for cause, the City may reject any and all proposals submitted by Consultant for up to two years.

8.3 Termination Procedure

8.3.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant takes action to cure a failure to perform under the cure period, Consultant shall immediately begin the phase-out and discontinuance of all services in connection with the performance of this Agreement. Within 30 calendar days after receipt of the Notice of Termination, unless Consultant has successfully cured a failure to perform, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

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

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

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

ARTICLE IX – RIGHT OF REVIEW AND AUDIT

9.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under this Agreement, then such retention period shall extend until final resolution of the dispute.

9.2 Consultant's records include any and all information, materials and data of every kind and character generated as a result of and relevant to the Work under this Agreement (Consultant's Records). Examples include billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, and any and all other agreements, sources of information and matters that may, in City's and Consultant's reasonable judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

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

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

ARTICLE X – OWNER REMEDIES

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

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

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

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

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

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

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

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

ARTICLE XI – CONSULTANT REMEDIES

11.1 If Consultant is delayed due to uncontrollable circumstances, such as strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Consultant's and City's reasonable control, an extension of the Project schedule in an amount equal to the time lost due to such delay shall be Consultant's sole and exclusive remedy. The revised schedule should be approved in writing with a documented reason for granting the extension.

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

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

ARTICLE XII – CLAIMS AND DISPUTE RESOLUTION

12.1 Filing of Claims

12.1.1 Claims arising from the circumstances identified in this Agreement or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within twenty-one (21) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim.

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

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

12.1.4 Within thirty (30) calendar days of receipt of notice and supporting documentation, City will meet to discuss the request, after which an offer of settlement or a notification of no settlement offer will be sent to Consultant. If Consultant is not satisfied with the proposal presented, Consultant will have thirty (30) calendar days in which to (i) submit additional supporting data requested by the City, (ii) modify the initial request for remedy or (iii) request Mediation.

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

12.2 Mediation

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

12.2.2 Before invoking mediation, the Parties agree that they shall first try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to the use of mediation. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days after a Party delivers a written notice of such dispute, then the Parties shall proceed with the mediation process contained herein.

12.2.3.1 In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the Party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

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

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

12.2.3.4 The parties shall share the mediator's fee. Venue for mediation shall be Nueces County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

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

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

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

12.4 In case of litigation between the parties, Consultant and City agree that neither party shall be responsible for payment of attorney's fees pursuant to any law or other provision for payment of attorneys' fees. Both Parties expressly waive any claim to attorney's fees should litigation result from any dispute between the parties to this Agreement.

12.5 No Waiver of Governmental Immunity. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

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

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

13.2 Ownership of Documents. Consultant agrees that upon payment, City shall exclusively own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement, including contract documents (plans and specifications), drawings and submittal data. Consultant may make a copy for its files. Any reuse by the City, without specific written verification or adaptation by Consultant, shall be a City's sole risk and without liability or legal exposure to Consultant. The City agrees that any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

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

13.4 Licensing. Consultant shall be represented by personnel with appropriate licensure, registration and/or certification(s) at meetings of any official nature concerning the Project, including scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

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

13.6 Entire Agreement. This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant.

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

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

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

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

13.11 Boycott Israel. As required by Chapter 2270, Government Code, Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.12 Controlling Law. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Nueces County, Texas. Cases must be filed and tried in Nueces County and cannot be removed from Nueces County.

13.13 Severability. If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

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

CITY OF CORPUS CHRISTI

Jeff H. Edmonds, P. E. Date
Director of Engineering Services

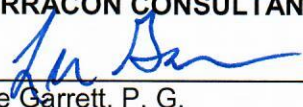
APPROVED AS TO LEGAL FORM

Assistant City Attorney Date

ATTEST

City Secretary Date

TERRACON CONSULTANTS, INC.

 9/2/18

Lee Garrett, P. G. Date
Principal
6911 Blanco Road
San Antonio, TX 78216
(210) 641-2112 Office
lee.garrett@terracon.com

Solid Waste Landfill Groundwater Monitoring (Project No. 18128A)

	Accounting Unit	Account	Activity	Account Category	Amount
Solid Waste Operating JCE LF	1020-12530-033	530000	18128-A-1020-EXP	30000	\$113,925.50
Solid Waste Operating CV LF	1020-12506-033	530000	18128-A-1020-EXP	30000	111,265.50
Total					\$225,191.00

August 28, 2018

Mr. Lawrence Mikolajczyk
Director of Solid Waste Operations
City of Corpus Christi
4917 Holly Road, Bldg. 5
Corpus Christi, Texas 78411-4757

Telephone: (361) 826-1965
E-mail: LawM@cctexas.com

RE: Proposal for Solid Waste Landfill Groundwater Monitoring Project No. 18128A
Cefe Valenzuela Landfill located at 2397 County Road 20 in Bishop, Texas
JC Elliott Landfill located at 7001 Ayers Street in Corpus Christi, Texas
Terracon Proposal No. PCD187028

Dear Mr. Mikolajczyk:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Corpus Christi (City) to conduct groundwater monitoring at the above-referenced municipal solid waste (MSW) landfills. The locations of the MSW landfills are shown in Exhibit 1.

We understand the objective is to implement the current Groundwater Sampling and Analysis Plan (GWSAP) for each MSW landfill. The GWSAPs outline the City's program for groundwater monitoring in accordance with the requirements of Title 30 of the Texas Administrative Code (TAC), Chapter 330, Subchapter J. Currently, the groundwater at each MSW landfill is being monitored on a semi-annual basis under the Detection Monitoring Program.

Scope of Services (see Section 2.0 of attached proposal detail)	Detection monitoring for two landfills with allowances for contract transfer, training, consulting, and non-routine monitoring.
Schedule (see Section 4.0 of attached proposal detail)	A kickoff meeting will be scheduled within one week of receiving a Notice to Proceed. The second annual groundwater monitoring event is scheduled for October 2018 at both landfills.
Compensation (see Section 4.0 of attached proposal detail)	The fee for providing the proposed services will be invoiced on a time and materials basis using the rates referenced in Section 4.0.



Proposal for Groundwater Monitoring

Cefe Valenzuela and JC Elliott MSW Landfills ■ Corpus Christi, Texas

August 28, 2018 ■ Terracon Proposal No. PCD187028

Terracon

If you have questions or comments regarding this proposal, please contact either of the undersigned at 210-641-2112.

Sincerely,

Terracon Consultants, Inc.



Phyllis Primrose, P.G.
Group Manager



Lee Garrett, P.G.
Principal

Attachments: Proposal Detail

Exhibit 1 – Landfill Location Map

Exhibits 2 and 3 – Landfill Map

Table 1 – Sampling and Analytical Program

Terracon 2018 Fee Schedule

Proposal for Groundwater Monitoring

Cefe Valenzuela and JC Elliott MSW Landfills ■ Corpus Christi, Texas

August 28, 2018 ■ Terracon Proposal No. PCD187028



1.0 PROJECT INFORMATION

The J.C. Elliott Landfill is located at 7001 Ayers Street in Corpus Christi, Texas. The layout is shown in Exhibit 2. The landfill is permitted (Permit No. 423B) by the Texas Commission on Environmental Quality (TCEQ) and is in post-closure care. Groundwater monitoring is currently being conducted in accordance with 30 TAC §330.407 (related to Detection Monitoring Program for Type I Landfills) following the Groundwater Sampling and Analysis Plan (GWSAP) dated December 26, 2007 and approved by the TCEQ on June 8, 2008. The detection monitoring network consists of 23 monitoring wells. The wells are completed in the Beaumont Formation. "Well yield is low and most wells experience some draw down at pumping rates less than 0.3 liters per minute."¹ Historically, 3 sumps associated with the leachate collection system have also been sampled.

The Cefe Valenzuela Landfill is located at 2397 County Road 20 in Bishop (Nueces County), Texas. The layout is shown in Exhibit 3. The permitted (Permit No. 2269) landfill is active. Detection monitoring is also being conducted at Cefe Valenzuela following the GWSAP dated January 2010. The groundwater monitoring system consists of 33 four-inch diameter monitoring wells. There are two water-bearing units and the wells are screened in the lower 10 feet of the water-bearing unit in which they were installed.² There are nested wells at MW-02, MW-11, MW-12 and MW-13. Historically, 3 sumps associated with the leachate collection system have also been sampled.

2.0 SCOPE OF SERVICES

The proposed Scope of Services was developed based on a meeting conducted on August 10, 2018 with the City. The City requested that Terracon implement the Detection Monitoring Program for both landfills. For each year of this contract, the Scope of Services will consist of:

- Groundwater detection monitoring on a semi-annual basis at both landfills;
- Evaluation of data to determine if a statistically significant increase (SSI) has occurred;
- Notification of initial exceedance (if needed);
- Verification sampling (if needed);
- Alternate Source Demonstrations (ASDs) (if needed); and
- Preparation and submittal of the required reports for the reporting year.

¹ Tolunay-Wong Engineers, Inc. Annual Groundwater Monitoring Report for 2016. May 2017.

² Tolunay-Wong Engineers, Inc. Cefe Valenzuela Landfill Annual Groundwater Monitoring Report for 2017. April 2018.

Proposal for Groundwater Monitoring

Cefe Valenzuela and JC Elliott MSW Landfills ■ Corpus Christi, Texas
August 28, 2018 ■ Terracon Proposal No. PCD187028



We understand the first semi-annual events for 2018 were conducted by Tolunay-Wong Engineers, Inc. and that the data from that event will be provided to us for inclusion in the Annual Groundwater Monitoring Report.

2.1 Objectives

The objective of the Detection Monitoring Program is to determine if a landfill is leaking. The concentrations detected in the samples will be compared to the background concentrations established for each landfill. If an initial exceedance is confirmed, then a significant statistical increase (SSI) has occurred and an Assessment Monitoring Program may need to be implemented at the landfill unless a demonstration can be made that the SSI is the result of:

- Contamination from a source other than the landfill; or
- An error in sampling, analysis, or statistical evaluation; or
- Natural variations in groundwater quality.

2.2 Sampling and Laboratory Analytical Program

Groundwater samples will be collected from the existing groundwater monitoring system at each landfill on a semi-annual basis. Terracon understands each monitor well has a dedicated pump with bladder and tubing sufficient to collect representative groundwater samples.

The sampling and analytical program is summarized in Table 1. The laboratory analyses are based on the requirements of §330.407 and the applicable GWSAP.

Quality Assurance Program:

The GWSAP specifies type and frequency of quality control samples that are to be included in the analytical testing as part of the Quality Assurance Program. For each landfill facility, the following Quality Control samples will be included:

- Trip Blank – Daily
- Field Blank – Daily
- Equipment Blank – Once per sampling event
- Duplicate Sample: One per every 10 samples or part thereof
- Split Sample (to be tested at a different laboratory): one per sampling event

The selected environmental laboratories that perform the analytical testing will also include standard quality control samples include in each analytical batch, such as Method Blanks, Laboratory Control Samples (LCS), Method Spike/Matrix Spike Duplicates (MS/MSD), and in the case of certain organic test methods, surrogates. The Quality Control results will be reviewed as part of the overall Data Usability Evaluation for the program.

Proposal for Groundwater Monitoring

Cefe Valenzuela and JC Elliott MSW Landfills ■ Corpus Christi, Texas

August 28, 2018 ■ Terracon Proposal No. PCD187028



Only wells with one or more Appendix I constituent concentration in excess of the respective background concentration will be sampled during verification sampling events.

Investigation-derived waste (IDW) will be disposed in the landfill.

2.3 SSI Determination

No later than 60 days after each sampling event, Terracon will determine if a reported concentration exceeds background concentrations. If a constituent concentration exceeds background, Terracon will notify the TCEQ within 14 days of the initial determination and then collect verification samples for laboratory analyses; prepare an ASD; or recommend establishing an Assessment Monitoring Program. Verification sampling and ASDs will be well-specific, constituent-specific and concentration-specific. Based on the laboratory analytical results, verification sampling, if required, will be conducted within 15 business days of receipt of the test results and in consultation with City Landfill personnel.

According to the 2017 Annual Report for the Cefe Valenzuela Landfill, the concentration for one constituent (selenium) exceeded background. The exceedance was attributed to natural conditions and was addressed through an ASD. According to the 2016 Annual Report for Elliott, the concentrations for 5 metals exceeded background in 7 monitoring wells. Resampling was conducted.

2.4 Report Preparation

The Scope of Services will include preparation and submittal of the following reports:

- Notice of Initial Exceedance (if needed);
- Verification Sampling Report (if needed);
- Alternate Source Demonstration Report (if needed); and
- Annual Detection Monitoring Report.

These reports will be prepared and submitted following the TCEQ Guidelines for Groundwater Monitoring Report Submittals dated December 2014. Draft reports will be submitted to the City for review/comments. Annual reports will be available for the City to review at least two weeks prior to the required submittal date.

The written conclusions and recommendations provided in these reports will take precedence over any verbal or preliminary reports that Terracon personnel may have provided.

3.0 ALLOWANCES

3.1 Contract Turnover

The City has requested that Terracon's cost proposal include developing protocols in the form of a Standard Operating Procedure (SOP) for facilitating the transfer of the groundwater monitoring contract between consultants. Items of interest would include transferring information that would be useful in performing the various tasks associated with the landfill groundwater monitoring program. The SOP will be used as a guideline for the current and future transfer of information related to the contract. The intent will be to ease the transition regarding technical, administrative and regulatory agency matters associated with the contract. Included will be items such as the historical data, familiarization of the monitoring well and sampling equipment, access/scheduling, and site-specific TCEQ concerns or requirements. At the end of the contract term, Terracon will assist the selected future contractor with instructions for maintaining the monitoring wells in proper condition, use of the installations for conducting the groundwater sampling, understanding City landfill requirements and any special TCEQ reporting protocols. Safety procedures including reviewing the Health and Safety Plan, personal protective equipment (PPE), site-specific hazards/concerns, will also be reviewed. Technical aspects of the program, such as trends in the historical data trends and quality control procedures will also be included. The overall objectives will be to lower the City's cost associated with changing consultant, help the environmental consultants benefit from past experiences, avoid pitfalls, minimize mistakes/problems, satisfy the TCEQ and achieve the short and long-term requirements of the City.

3.2 Well Inspections & Development

Prior to the commencement of the first groundwater monitoring event, Terracon will inspect and test the dedicated equipment in each monitor well to ensure the bladders are working properly and the tubing/connections are in good working condition. Terracon will also develop the monitor wells if needed based on the volume of sediment in the bladder or bottom of the well. Well development, if needed, may be postponed until after the October sampling event. For budgetary purposes, Terracon assumes that the inspection and development of the wells for each of the landfill facilities will be conducted one time during the groundwater monitoring contract period. Terracon will notify the City of any needed repairs or replacements of any of the tubing, connections or other equipment.

3.3 TCEQ Meetings and Petitions

At various stages during the contract period, occasional meetings with the TCEQ may be required to discuss the analytical laboratory results, data outliers, verification sampling, and/or any specific requirements/concerns that may arise. Based on the data history, petitioning the TCEQ may be applicable to reduce the list of analytical parameters, such as certain metals, that are included in the GWSAPs. The meetings may be conducted in person at the landfill facilities, the TCEQ office in Corpus Christi or in Austin. For budgetary purposes, Terracon assumes that there will be one petition or TCEQ meeting per landfill per year. The actual services that are provided will be invoices on a *time and materials* basis.

Proposal for Groundwater Monitoring

Cefe Valenzuela and JC Elliott MSW Landfills ■ Corpus Christi, Texas

August 28, 2018 ■ Terracon Proposal No. PCD187028



3.4 General Consulting

On an *as-needed basis*, additional environmental consulting services may be required by the City that are not specifically outlined in Terracon's contract with the City. The task items could include, for example, assistance with a spill/release at one of the facilities, characterizing/identifying suspicious waste material, addressing an asbestos or mold issue, ambient air monitoring, or some other environmental matter that is within Terracon's technical capabilities. Our firm provides a wide range of environmental, geotechnical and materials testing services and would welcome the opportunity to be of assistance should the need arise. The actual services that are provided will be invoiced on a *time and materials* basis based on the attached rate sheet.

3.5 Training

During the course of the contract, the City may bring on new/additional personnel that have a need to become familiar with the groundwater monitoring program. Terracon has included the cost for training designated City staff, on an as needed basis, in matters such as overall program objectives, protocols, regulatory agency requirements, data interpretation, Quality Assurance/Quality Controls, historical results/trends, schedules, groundwater monitoring installations/equipment and/or other pertinent issues. There may also be a need to meet with other personnel or City Officials to discuss/explain certain aspects and objectives of the groundwater monitoring program. For budgetary purposes, Terracon assumes that one training event will be required per year.

3.6 Records Review/Audit

If requested, Terracon will conduct an audit of the landfill records such as historical analytical laboratory data, report submittals, TCEQ correspondences, responses, and other pertinent information related to the groundwater monitoring programs. The audit will involve an evaluation of previous issues/concerns, data trends and required milestones for achieving the overall objectives of the groundwater monitoring program. If there are missing reports or other documents, we will let the City know of the situation to see if the information can be located. In some cases, documentation may be available from the TCEQ Central Records in Austin. Where available, the modifiable data tables, forms and other information in MS Word, Excel or another editable format will be obtained. The information will be compiled and organized to facilitate record management and ensure records are readily available for future use. For budgetary purposes, Terracon assumes that the Audit/Records Review for each of the landfill facilities will be conducted one time during the groundwater monitoring contract period.

3.7 Non-Routine Monitoring

Assessment monitoring would only be required if an SSI determination has been confirmed and an alternate source can't be demonstrated to the satisfaction of the TCEQ. Based on historical data, implementation of the Assessment Monitoring Program is unlikely to occur at either landfill during this contract period. In addition, implementation of an Assessment Monitoring Program would require issuance of a new contract.

Proposal for Groundwater Monitoring

Cefe Valenzuela and JC Elliott MSW Landfills ■ Corpus Christi, Texas
August 28, 2018 ■ Terracon Proposal No. PCD187028



As requested by the City, Terracon is providing an allowance for non-routine sampling during the transition period between the Detection and Assessment Monitoring Programs. The non-routine sampling for each landfill (if needed) would consist of:

- Sampling 3 *point of compliance* wells for the constituents listed in Appendix II to 40 Code of Federal Regulations (CFR) Part 258 (hereafter referred to as Appendix II constituents); and
- Initial communications with the TCEQ regarding the Appendix II results.

3.8 Contingency Allowance

As instructed, Terracon has included a line item with a 10% allowance of the groundwater monitoring costs for unforeseen services that may be required.

4.0 SCHEDULE AND FEE

The contract is based on the City's fiscal year which begins October 1. The term of the contract is 3 years. The project schedules are based on Week 1 beginning after receipt of the Notice to Proceed (NTP). Our understanding is that the NTP will be received on or before September 28, 2018. The schedules provided in this proposal are contingent upon Terracon's receipt of the NTP by this date. The Allowances will be conducted on an as-needed basis.

If schedule delays are anticipated based on subcontractor availability, weather, and/or encountered site conditions, the City will be contacted to discuss changes in the schedule. The standard laboratory analytical completion schedule is 10 business days. If the City would like to have laboratory analyses completed quicker, please contact the undersigned to discuss the options and additional fees.

The fee for providing the Scope of Services outlined in this proposal will be invoiced on a time and materials basis using the attached 2018 Terracon Fee Schedule. The 2018 fees will be adjusted 3% annually.

Proposal for Groundwater Monitoring

Cefe Valenzuela and JC Elliott MSW Landfills ■ Corpus Christi, Texas

August 28, 2018 ■ Terracon Proposal No. PCD187028



Summary of Cost for Groundwater Monitoring Program		
	Elliott	Cefe Valenzuela
Labor	13,040.00	14,650.00
Laboratory	11,490.00	15,410.00
Testing Equipment, Supplies and Misc. Expenses	3,480.00	4,190.00
Estimated Verification Sampling and Reporting	11,680.00	4,110.00
Total per Event	39,690.00	38,360.00
Total per Year	\$79,380.00	\$76,720.00

Total Annual Cost for Groundwater Monitoring Program**\$156,100.00****Allowances**

■ Contract Turnover (Meetings and SOP)	\$ 7,000
■ Well Inspections & Development	\$11,975
■ TCEQ Meetings and Petitions	\$ 6,750
■ General Consulting	\$ 5,000
■ Training (One/year)	\$ 3,000
■ Records Review/Audit	\$ 4,750
■ Non-Routine Monitoring (\$7,500 per landfill)	\$15,000
■ Contingency Allowance	<u>\$15,616</u>
	\$69,091

Total Annual Cost for Contract**\$225,191.00**

If additional services are required that are outside the scope of this proposal, the City will be contacted to discuss the associated costs and to obtain authorization prior to commencing the additional services.

Proposal for Groundwater Monitoring

Cefe Valenzuela and JC Elliott MSW Landfills ■ Corpus Christi, Texas

August 28, 2018 ■ Terracon Proposal No. PCD187028



5.0 CONDITIONS

5.1 Assumptions

- Field services will be performed in U.S. Occupational Health and Safety Administration Level D work uniform.
- Verification sampling, if needed, can be completed within 2 days per event.
- Historical data and reports will be provided to Terracon, no later than the first sampling event, in a format that is easily modified or updated such as Word or Excel.

5.2 Limitations

The proposed services will be conducted in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding these services, findings, conclusions or recommendations. Please note that Terracon does not warrant the services of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. These services will be conducted in accordance with the scope of services agreed with you, our client, as set forth in this proposal.

Certain indicators of subsurface impacts may be inaccessible, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, petroleum products, or other latent conditions beyond those identified during this groundwater monitoring services. Subsurface conditions are subject to spatial and temporal variability. Our findings, conclusions, and recommendations will be based solely upon data obtained at the time and within the scope of these services.

Proposal for Groundwater Monitoring

Cefe Valenzuela and JC Elliott MSW Landfills ■ Corpus Christi, Texas

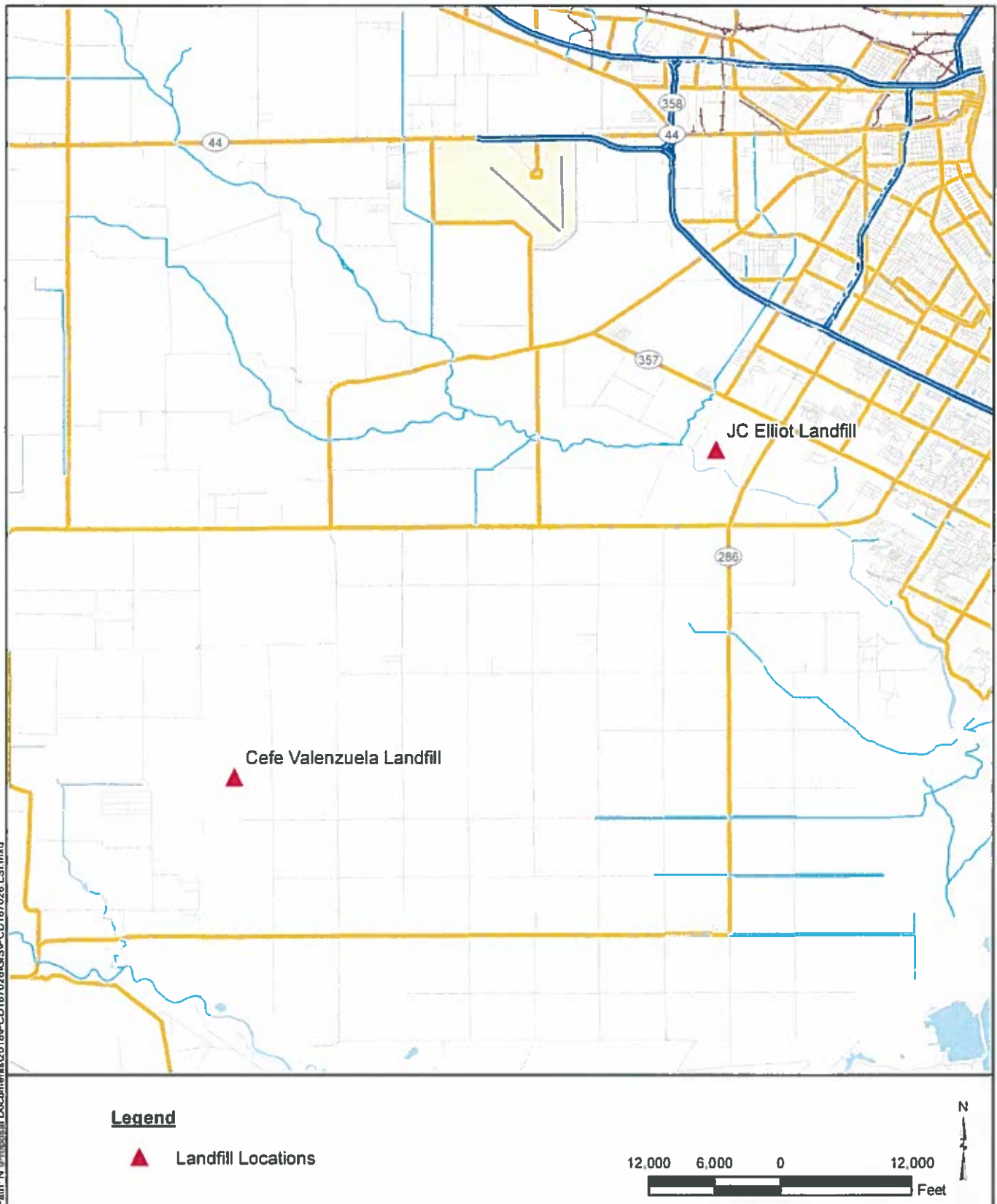
August 28, 2018 ■ Terracon Proposal No. PCD187028

**Table 1. Sampling and Analytical Program for Detection Monitoring**

MSW Landfill	Sample Locations	Quantity or Frequency	Appendix 1 VOCs EPA 8260	Appendix 1 Metals EPA 6010/7471
Cefe Valenzuela	Monitoring Well	33	X	X
	Sump	3	X	X
	Trip Blanks	Daily	X	
	Field Blank	Daily	X	
	Equipment Blank	Per Event	X	X
	Duplicates	Every 10 samples	X	X
	Split	Per Event	X	X
	Trip Blanks	Daily	X	X
JC Elliott	Monitoring Wells	23	X	X
	Sumps	3	X	X
	Trip Blanks	Daily	X	
	Field Blank	Daily	X	
	Equipment Blank	Per Event	X	X
	Duplicates	Every 10 samples	X	X
	Split	Per Event	X	X

Appendix I to 40 CFR Part 258 Subpart related to Groundwater Monitoring and Corrective Action at MSW Landfills

Path: N:\Proposals\Documents\2018\PCD187028GIS\PCD187028 LSI.mxd



Project Mngr:	PJP	Project No:	PCD187028
Drawn By:	KKB	Scale:	1 in = 12,000 ft
Checked By:	PJP	TSPE Firm No:	F-3272
Approved By:	JAL	Date:	08-24-2018

Terracon	
Consulting Engineers & Scientists	
6911 Blanco Road	San Antonio, TX 78216
PH (210) 641-2112	Fax (210) 641-2124

Landfill Location Map
Cefe Valenzuela Landfill (2397 CR 20, Bishop, Texas)
JC Elliott Landfill (7001 Ayers St. Corpus Christi, Texas)

Exhibit
1



TOPOGRAPHIC MAP IMAGE COURTESY OF
THE U.S. GEOLOGICAL SURVEY
QUADRANGLES INCLUDE: DILLEY, TX
(1/1/1974); DILLEY NE, TX (1/1/1974);
MILLET, TX (1/1/1974) and BURNS RANCH,
TX (1/1/1974).

DIAGRAM IS FOR GENERAL LOCATION ONLY.
AND IS NOT INTENDED FOR CONSTRUCTION
PURPOSES

Project Manager: PJP
Drawn by: KKB
Checked by: JAL
Approved by: KKB

Project No: PCD187028
Scale: NTS
File Name: PCD187028
Date: 8-21-2018

Terracon
6911 Blanco Rd
San Antonio, TX 78216-6164

Landfill Map – Cefe Valenzuela Landfill
Cefe Valenzuela Landfill
2397 CR 20
Bishop, Nueces County, Texas 78380

Exhibit
2



APPROXIMATE
SITE BOUNDARY



AERIAL PHOTOGRAPHY PROVIDED BY
MICROSOFT GOOGLE EARTH

DIAGRAM IS FOR GENERAL LOCATION ONLY,
AND IS NOT INTENDED FOR CONSTRUCTION
PURPOSES

Project Manager:	PJP
Drawn by:	KKB
Checked by:	JAL
Approved by:	KKB

Project No:	PCD187028
Scale:	N.T.S.
File Name:	PCD187028
Date:	8-21-2018

Terracon
6511 Blanco Rd
San Antonio, TX 78216-6164

Landfill Map – JC Elliott Landfill

JC Elliott Landfill
7001 Ayers Street
Corpus Christi, Nueces County, Texas 78415

Exhibit	3
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EXHIBIT B

SAMPLE PAYMENT REQUEST FORM

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

Sample form for:
Payment Request
Revised 07/27/00

	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%

EXHIBIT C

Insurance Requirements

Pre-Design, Design and General Consulting Contracts

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

1.2 Consultant must furnish to the Director of Engineering Services with the signed agreement a copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **A waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.

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

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

1.5 In the event of a change in insurance coverage, Consultant shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 business days of said change. Consultant shall pay any costs resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi

Attn: Engineering Services
P.O. Box 9277
Corpus Christi, TX 78469-9277

1.6 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

1.6.1 If the policy is cancelled, other than for nonpayment of premium, notice of such cancellation will be provided at least 30 days in advance of the cancellation effective date to the certificate holder.

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

1.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall notify City of such lapse in coverage and provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

1.8 In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

1.9 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this agreement.

1.10 It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.

1.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.