

CITY OF CORPUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES

FOR PROJECT (No./Name) 18070A - Greenwood Wastewater Treatment Plant Facility Flood Mitigation

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 Alan Plummer Associates, Inc., a Texas corporation, 5934 South Staples Street, Suite 220, Corpus Christi, Nueces County, Texas 78413, (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 **\$339,895.00 for a total amount not to exceed \$389,595.00**

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

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

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

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

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

3.7 Consultant certifies that title to all services covered by a Payment Request shall pass to City no later than the time of payment. Consultant further certifies that, upon submittal of a Payment Request, all services for which

Payment Requests have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. **CONSULTANT SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY CITY TO CONSULTANT.**

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

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

3.9.1 delays in the performance of Consultant's work;

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

3.9.3 damage to City; or

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

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

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

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

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

ARTICLE IV – TIME AND PERIOD OF SERVICE

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

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

4.3 The Consultant agrees to begin work on those authorized Services for this contract upon receipt of the Notice to Proceed from the Director of Engineering Services. Work will not begin on any phase or any Additional

Services until requested in writing by the Consultant and written authorization is provided by the Director of Engineering Services.

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

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

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

ARTICLE V – OPINIONS OF COST

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

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

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

ARTICLE VI – INSURANCE REQUIREMENTS

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

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

ARTICLE VII – INDEMNIFICATION

Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control ("Indemnatee") 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 Indemnatee, 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 Indemnatee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee, 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

ALAN PLUMMER ASSOCIATES, INC.

 October 11, 2018

Rex H. Hunt, P.E. Date
Principal
5934 South Staples Street, Suite 220
Corpus Christi, TX 78413
(361) 356-8412 Office
rhunt@apaienv.com

APPROVED

Assistant City Attorney Date

ATTEST

City Secretary Date

| Fund Name | Accounting Unit | Account No. | Activity No. | Amount |
|----------------------|-----------------|-------------|------------------|---------------------|
| Wastewater 2012A CIP | 4248-042 | 550950 | 18070-A-4248-EXP | \$339,895.00 |
| | | | | |
| Total | | | | \$339,895.00 |

Exhibit "A"
CITY of Corpus Christi, Texas

Greenwood Wastewater Treatment Plant Facility Flood Mitigation

Project No. 18070A

Scope of Services

Project Description

The City of Corpus Christi (CITY) has experienced flooding at the Greenwood Wastewater Treatment Plant (WWTP) in the past, which has caused damage to treatment units and equipment within the WWTP. The CITY would like to have cost-efficient improvements made to the plant to mitigate flooding of the plant caused by La Volla Creek. Two options – a barrier wall (levee and/or floodwall) or flood-proofing individual structures – will be investigated and compared to find the best option for the City. Once selected, the chosen option will be designed in detail in preparation for advertisement and construction.

BASIC SERVICES

A. Conceptual Design Phase

1.0 Project Coordination and Meetings

- 1.1 Project Kickoff Meeting: Conduct a Project Kickoff Meeting at the beginning of the Conceptual Design Phase with the CITY. Consult with the CITY to clarify and define the CITY's requirements for the Project and review scope and schedule of the project and critical project milestones. ENGINEER shall prepare and present the following at the kickoff meeting:
 - a. ENGINEER shall present an overview of work to be completed including the two main flood mitigation options that will be investigated, the pump station concepts, and the discharge options.
 - b. Draft Project Management Plan (PMP) including critical success and project risk factors.
 - c. Project Baseline Schedule showing key milestones.
 - d. With input from CITY, establish project goals, constraints, potential project phasing, performance criteria, risk, service life, and other parameters that will serve as the basis of design and assessment of project alternatives.
- 1.2 Progress Meeting: Engineer coordinate, prepare for, and conduct one (1) progress meetings with the CITY to review progress on the draft Conceptual Plan Report. The meeting shall take place at the CITY's engineering office. Engineer shall prepare an agenda for the meeting, moderate the meeting, and prepare/distribute meeting notes.
- 1.3 Review Meeting: Engineer coordinate, prepare for, and conduct one (1) review meeting on the draft Conceptual Plan Report with the CITY to receive CITY comments on the deliverable. The meeting shall take place at the CITY's engineering office. Engineer shall prepare an agenda for the meeting, moderate the meetings,

and prepare/distribute meeting notes. An updated project schedule will be presented at each review meeting.

- 1.4 Project Management: Provide project management for Tasks 1.0 through 4.0. Project management shall include, but not be limited to developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; and scheduling and participating in quality control reviews.
 - a. ENGINEER shall coordinate design efforts on project tasks identified below.
 - b. ENGINEER shall prepare a common monthly invoice for all services.
- 1.5 Deliverables:
 - a. Draft and Final PMP
 - b. Work Plan Summary
 - c. Project Baseline Schedule
 - d. Draft and Final Meeting Notes
 - e. Monthly Invoices

2.0 Conceptual Geotechnical Assessment

- 2.1 Gather, compile and review readily-available existing geotechnical data such as previous geotechnical investigations performed at the WWTP and geological and soil survey maps available from public sources.
- 2.2 Identify Geotechnical Parameters for Flood Protection Structures – In coordination with Task 3.3 below, identify preliminary geotechnical parameters that are relevant to the flood protection concepts.
- 2.3 Identify Geotechnical Parameters for Effluent and Stormwater Pump Stations – In coordination with Task 3.4 below, identify preliminary geotechnical parameters that are relevant to the effluent and stormwater pump station concepts.
- 2.4 Cursory Geotechnical Evaluation of Existing Facilities – In coordination with Task 3.6, perform cursory-level geotechnical evaluations to assist with development of the alternatives. These evaluations will rely on site observations performed by ENGINEER during the site visit under Task 1.2 and historical record drawings provided by CITY.
- 2.5 Identify data gaps – Based on the results of Tasks 2.1 through 2.4, identify geotechnical data gaps and provide recommendations for additional data collection and geotechnical investigation. These recommendations will be summarized in the Data Collection and Laboratory Testing Plan described under Task 2.6.
- 2.6 Prepare Data Collection and Laboratory Testing Plan – Based on the results of Tasks 2.0 and 3.0, develop a geotechnical sampling and testing plan. The plan will outline ENGINEERS recommendations for the locations and number of borings, and associated laboratory testing, for detailed design of the flood protection and interior drainage improvement concepts that are carried forward for more detailed engineering evaluations under Detailed Design Phase. The plan will be available for

use by the City in engaging a third-party geotechnical consultant for obtaining the field borings, performing laboratory testing, and providing a geotechnical report summarizing the field sampling and laboratory testing. The data Collection and Laboratory Testing Plan will be provided to CITY in draft form for review. Based on review comments provided by the CITY, finalize the Data Collection and Laboratory Testing Plan and resubmit it to APAI.

3.0 Conceptual Flood Protection and Interior Drainage Alternatives Assessment

- 3.1 Perform field investigation as required to define specific areas of demolition and new work, equipment, locations, tie-in point, and other applicable parameters required.
- 3.2 Describe the potential methods listed below for improved flood protection and interior drainage (including combinations of different methods):
 - a. Perimeter Barrier (e.g. levee or floodwall) with Pump Station(s) and interior drainage improvements
 1. Evaluate both a levee and floodwall option, or a combination, for the perimeter of the existing plant.
 2. Develop Preliminary Cross-Sectional Geometry for Flood Protection Concepts – Develop cursory recommendations for cross-sectional geometry (e.g. levee or floodwall height, width, slope, footprint area, etc.). Recommended cross sections will be provided as schematic figures prepared in PowerPoint.
 - b. Develop alternative for flood proofing individual structures if levee or flood wall is not feasible.
- 3.3 For each of the alternatives, prepare the following information based on a 500yr storm event:
 - a. Perform preliminary two-dimensional hydraulic modeling for relative comparisons of the alternatives in terms of their potential for adverse adjacent flooding impacts, effectiveness of proposed interior drainage measures, and potential flood zone alterations. Results will be applied to gain insight on the level of FEMA flood map revisions that may be associated with each alternative.
 - b. Characterize the approximate encroachment within the floodplain, associated mitigation footprint, and offset excavation volume (as applicable)
 - c. Perform analysis to compare and contrast the alternatives in terms of wave run-up, wave impact loading, and the need for scour or erosion protection.
 - d. Based on the results of Task 2.0, evaluate geotechnical considerations such as slope stability, seepage, and settlement.
 - e. Develop refined cross-sectional geometry.
 - f. Evaluate existing interior drainage patterns, determine stormwater pump station location and prepare storm drain piping plan.
 - g. Develop preliminary opinion of probable construction costs (OPCC) for flood protection options.
- 3.4 Compare the alternatives in terms of non-cost factors including footprint, alignment, access/maneuverability issues, mitigation, wave action effects, and regulatory implications. Recommend one of the alternatives for Detailed Design.

- 3.5 Evaluate and make recommendations for protecting La Volla Creek side slopes adjacent to the Plant.
- 3.6 Evaluate potential sources for grant funding for flood resiliency and flood mitigation.
- 3.7 Evaluate potential impacts on the TPDES permit of making modifications to the plant to accommodate proposed flood-proofing methods including potentially moving the outfall location.
- 3.8 Prepare a draft report to summarize results of the alternatives assessment and provide recommendations for proceeding to detailed design, including recommendations for hydraulic modeling and data collection. Incorporate CITY review comments into Final Conceptual Design Report.
- 3.9 Identify environmental permits required for Detailed Design coordination and state and federal agency coordination. Prepare supporting environmental documents and Site Specific Section 404 of the CWA Permit application
- 3.10 Deliverables:
 - a. Conceptual Design Report for Flood Mitigation
 - b. Data Collection and Laboratory Testing Plan
 - c. Environmental Permit Requirement Tech Memo.

B. SUPPLEMENTARY SERVICES

- 1.1 Permitting: Prepare and submit permits that are not in Basic Services as applicable to the appropriate local, state and federal authorities, including, but not limited to:
 - a. Temporary Discharge Permit
 - b. Texas Historical Commission
 - c. U.S. Fish and Wildlife Service
 - d. U.S. EPA
 - e. Texas Department of License and Regulation
- 1.2 Environmental Assessments
- 1.3 Water Quality Modeling:
 - a. Contact TCEQ to obtain the most recent water quality models of Oso Creek and review the underlying assumptions and parameters of the models.
 - b. Run the model based on the obtained data and asses results.
 - c. Evaluate the potential alternate outfall location on Oso Creek downstream of the confluence with La Volla Creek and identify potential permit limits at the alternate outfall for the following discharge flow rates:
 1. 8 MGD (Interim Phase I)
 2. 12 MGD (Interim Phase II)
 3. 16 MGD (Final Phase)
 4. Two potential discharge flow rates for future plant expansion (selected by City).
 - d. Evaluate the potential impacts on the permit limits if Oso Creek (TCEQ Segment 2485A) were reclassified from a tidal segment to a freshwater segment. Reclassification of Oso Creek may increase the DO standard from 4.0 to 5.0 mg/L.

- e. Summarize findings in a draft technical memorandum to describe model findings and potential permit limits for the alternate outfall.
- f. Present the model findings to the City and, if needed any approved by the City, to the TCEQ via conference call.
- g. Develop an Opinion of Probable Cost for the new outfall line to Oso Creek.

C. SCHEDULE

SCHEDULE FOR BASIC SERVICES

| Submittal | Delivery Schedule |
|--|---|
| Progress Meeting (1) | 4 weeks after project kickoff meeting |
| Submittal of draft Conceptual Design Report for Flood Mitigation | 11 weeks after project kickoff meeting |
| Review Meeting | 2 weeks after Submittal of draft Conceptual Design Report |
| Submittal of Final Conceptual Design Report for Flood Mitigation | 2 weeks after review meeting |

D. FEE

The CITY will pay the ENGINEER a fixed fee for providing for all "Basic Services" authorized as per the table below. The fees for Basic Services will not exceed those identified and will be full and total compensation for all services outlined in Section A above, and for all expenses incurred in performing these services. The fee for this project is subject to the availability of funds. The Engineer may be directed to suspend work pending receipt and appropriation of funds. For services provided in Section A, ENGINEER will submit monthly statements for basic services rendered. In Section A, the statement will be based upon ENGINEER's estimate (and CITY concurrence) of the proportion of the total services actually completed at the time of billing. CITY will make prompt monthly payments in response to ENGINEER's monthly statements.

Summary of Fees

| | TOTAL |
|-----------------------------------|--------------|
| BASIC SERVICES FEE | \$254,698 |
| SUPPLEMENTARY SERVICES FEE | \$85,157 |
| | |
| TOTAL FEE (BASIC) | \$339,895 |

E. ADDITIONAL SERVICES

Various ADDITIONAL SERVICES incidental to the Project, but not within the scope of the Basic Engineering Services covered, which may be performed or arranged for separately by the CITY, or may be added to the Engineer's responsibilities by mutual agreement and written authorization, include, but are not necessarily limited to, the following:

- A. Site Surveying For Design

1. Provide surveying services to obtain all field information needed for design including topographic survey, staking of boring locations, and property boundary surveys. Provide horizontal and vertical locations of existing improvements and physical features including fences, property lines, roads, bridges, drainage structures, existing utilities, and railroads reasonably expected to be affected by PROJECT. Provide general locations for large trees, brush and wooded areas.
2. Provide survey notes with clear location descriptions of benchmarks and horizontal control points.
3. Construction staking, if desired by the CITY, will be provided as a SPECIAL SERVICE.

B. Preselection of Equipment

1. Preselection Documents
 - a. Provide bid documents for separate advertisement and preselection of up to five (5) key process equipment items. It is anticipated that the oxygen injection equipment, vortex grit removal equipment, grit pumps, grit classification equipment, and grit basin odor control system will be bid separately, then equipment bids assigned to the successful general contractor.
2. Review and Bid
 - a. Submit draft preselection documents electronically for CITY review. Upon receipt of comments, provide twenty (20) total final copies for CITY and reviewing entities.
 - b. Participate in up to four (4) meetings with equipment vendors during equipment bid process.
 - c. Assist CITY with receipt, evaluation, and recommendation of award for equipment bids.

C. Resident Project Representative

1. Provide a Resident Project Representative (RPR) to assist in observing construction progress and quality of work as required by the CITY as follows:
2. RPR Duties and Responsibilities
 - a. Through observations of Contractor's work in progress and field checks of materials and equipment, the RPR shall endeavor to provide further protection for the CITY against defects and deficiencies in the work. RPR shall not, during such visits or as a result of such observations of Contractors work in progress, supervise, direct, or have control over the Contractor's Work nor shall RPR have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor.
 - b. The duties and responsibilities of the RPR are limited to those of the consultant engineer/architect in the Agreement with the CITY and in the Contract Documents, and are further described as follows:
 - c. General: RPR is Engineer's agent at the site, will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractors work in

progress shall in general be with Engineer and Contractor, keeping the CITY advised as required. RPR shall communicate with CITY with the knowledge of and under the direction of the Engineer.

- d. Conference and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- e. Liaison: Serve as Engineer's liaison with Contractor, working principally through Contractors superintendent and assist in understanding the intent of the Contract Documents.
- f. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- g. Shop Drawings and Samples:
 - 1) Record date of receipt of samples and approved Shop Drawings.
 - 2) Receive samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
 - 3) Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or sample submittal for which RPR believes that the submittal has not been approved by the Engineer.
- h. Review of Work and Rejection of Defective Work:
 - 1) Conduct on-Site observations of Contractor's work in progress to assist in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - 2) Report whenever RPR believes that any part of Contractors work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer and CITY of that part of work in progress that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- i. Records:
 - 1) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
 - 2) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- j. Reports:
 - 1) Furnish to Engineer periodic reports as required of progress of the Work and of Contractors compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- 2) Report immediately to the CITY and Engineer the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
 - k. Completion:
 - 1) Before Engineer issues a Certificate of Completion, submit to Contractor a list of observed items requiring completion or correction.
 - 2) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 - 3) Participate in a final inspection in the company of Engineer, the CITY, and Contractor and prepare a final list of items to be completed or corrected.
 - 4) Observe whether all items on final list have been completed or corrected and make recommendations to Engineer and CITY concerning completion and issuance of the recommendation of Notice of Acceptability of the Work to the CITY.
 3. Resident Project Representative shall not:
 - a. Authorize any deviation from the Contract Documents or substitutions of materials or equipment (including "or-equal" items).
 - b. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
 - c. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
 - d. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 - e. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the CITY or Contractor.
 - f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer and CITY.
 - g. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - h. Authorize the CITY to occupy the Project in whole or in part.
 4. CITY Operating Departments (Water, Wastewater, Storm Water, Gas) may send respective representatives to observe the work. RPR to coordinate with Operating Department Representatives and adhere to any requests, requirements, comments, or procedures as it affects the work.
- D. O&M Manual:
1. Prepare an Operation and Maintenance (O&M) Manual for the PROJECT in electronic format delivered on CDROM. Specific services to be performed by the ENGINEER will be to prepare the manual in a format to be decided at a later date.
- E. Warranty Assistance
1. Provide forty (40) hours of office and on-site consulting concerning the follow-up of Contractor and equipment warranty items during the construction warranty period.

One month prior to the end of the construction warranty period, conduct a site visit and document all warranty items and assist in the coordination of the repairs/replacement of the defective work.

F. Other Additional Services:

1. Other services not included in Basic Services that are approved by the CITY.
2. Electrical Master Plan to summarize power demand from all the projects in progress and plan for additional power supply to Greenwood WWTF.
3. Design additional pumping capacity for the Influent Raw Wastewater Pump Station and peak flow storage to address overflows at the pump station.
4. Additional site visits for Investigation beyond those provided above.
5. Additional site visits for meetings or inspections beyond those provided above.
6. Labor and Analytical costs associated with condition assessment of the existing pipelines and/or structures.
7. Labor and Analytical costs associated with water quality sampling, not included above.
8. GIS processing of geophysical and/or geotechnical data beyond the assumptions provided above.
9. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.
10. Providing additional copies of reports, plans, specifications, and contract documents beyond those specifically described above.
11. Preparing environmental assessments, environmental information documents, or environmental impact statements, traffic control plans, and storm water discharge permits, except as specifically included above.
12. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the CITY.
13. Payment of fees for permit applications and publication(s) of notices.
14. Public relation activities and consulting services.
15. Services known to be required for completion of the Project that the CITY agrees are to be furnished by the Engineer or by a sub-consultant that cannot be defined sufficiently at this time to establish the maximum compensation.

COMPLETE PROJECT NAME
Project No. XXXX
Invoice No. 12345
Invoice Date 01/01/2017

| | Total | | | Current Invoice | Previous Invoice | Total Invoice | Remaining Balance | Percent Complete |
|------------------------------|------------|------------|------------|--------------------|---------------------|------------------|----------------------|---------------------|
| | Contract | Amd No. 1 | Amd No. 2 | | | | | |
| Basic Services: | | | | | | | | |
| Preliminary Phase | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | \$1,000.00 | \$1,000.00 | \$0.00 | 100.0% |
| Design Phase | \$2,000.00 | \$1,000.00 | \$0.00 | \$1,000.00 | \$500.00 | \$1,500.00 | \$1,500.00 | 50.0% |
| Bid Phase | \$500.00 | \$0.00 | \$250.00 | \$0.00 | \$0.00 | \$0.00 | \$750.00 | 0.0% |
| Construction Phase | \$2,500.00 | \$0.00 | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | \$3,500.00 | 0.0% |
| Subtotal Basic Services | \$6,000.00 | \$1,000.00 | \$1,250.00 | \$1,000.00 | \$1,500.00 | \$2,500.00 | \$5,750.00 | 30.3% |
| Additional Services: | | | | | | | | |
| Permitting | \$2,000.00 | \$0.00 | \$0.00 | \$500.00 | \$0.00 | \$500.00 | \$1,500.00 | 25.0% |
| Warranty Phase | \$0.00 | \$1,120.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,120.00 | 0.0% |
| Inspection | \$0.00 | \$0.00 | \$1,627.00 | \$0.00 | \$0.00 | \$0.00 | \$1,627.00 | 0.0% |
| Platting Survey | TBD | TBD | TBD | TBD | TBD | TBD | TBD | TBD |
| O & M Manuals | TBD | TBD | TBD | TBD | TBD | TBD | TBD | TBD |
| SCADA | TBD | TBD | TBD | TBD | TBD | TBD | TBD | TBD |
| Subtotal Additional Services | \$2,000.00 | \$1,120.00 | \$1,627.00 | \$500.00 | \$0.00 | \$500.00 | \$4,247.00 | 10.5% |
| Summary of Fees: | | | | | | | | |
| Basic Services Fees | \$6,000.00 | \$1,000.00 | \$1,250.00 | \$1,000.00 | \$1,500.00 | \$2,500.00 | \$5,750.00 | 30.3% |
| Additional Services Fees | \$2,000.00 | \$1,120.00 | \$1,627.00 | \$500.00 | \$0.00 | \$500.00 | \$4,247.00 | 10.5% |
| Total of Fees | \$8,000.00 | \$2,120.00 | \$2,877.00 | \$1,500.00 | \$1,500.00 | \$3,000.00 | \$9,997.00 | 23.1% |

Notes:
If needed, update this sample form based on the contract requirements.
If applicable, refer to the contract for information on what to include with time and materials (T&M).

EXHIBIT B-1

CONFIDENTIAL RATE SHEET

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

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

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

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

Add additional subconsultants as needed.

EXHIBIT C

Insurance Requirements

Pre-Design, Design and General Consulting Contracts

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

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

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

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

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

1.5 In the event of a change in insurance coverage, Consultant shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 business days of said change. Consultant shall pay any costs resulting

from said changes. All notices under this Article shall be given to City at the following address:

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

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

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

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

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

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

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

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

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



City of
Corpus
Christi

SUPPLIER NUMBER _____
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: Alan Plummer Associates, Inc.

P. O. BOX: _____

STREET ADDRESS: 5934 South Staples Street,
Suite 220 **CITY:** Corpus Christi **ZIP:** 78413

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

DISCLOSURE QUESTIONS

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

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

| Name | Job Title and City Department (if known) |
|-------|--|
| N/A | |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

| Name | Title |
|-------|-------|
| N/A | |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

| Name | Board, Commission or Committee |
|-------|--------------------------------|
| N/A | |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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


| Name | Consultant |
|-------|------------|
| N/A | |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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: Rex Hunt **Title:** Principal
(Type or Print)
Signature of Certifying Person:  **Date:** October 11, 2018

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.