



SERVICE AGREEMENT NO. 2556

Stormwater Utility Fee Implementation

THIS **Stormwater Utility Fee Implementation Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Rafftelis Financial Consultants, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Stormwater Utility Fee Implementation in response to Request for Bid/Proposal No. 2556 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Stormwater Utility Fee Implementation ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
2. **Term.** This Agreement is for one year, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to one additional one-year period ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$281,137.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Reba George
Water Utilities
(361) 826-1648
RebaG@cctexas.com

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. **Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
8. **Warranty.**
- (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
- (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
- (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

- 12. Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Reba George
Assistant Director of Support Services, Water Utilities
2726 Holly Road, Corpus Christi, TX 78415
Phone: (361)-826-1648

IF TO CONTRACTOR:

Raftelis Financial Consultants, Inc.
Attn: Keith Readling, P.E.
Executive Vice President
3755 S. Capital of Texas Highway
Phone: (919) 780-9151
Fax: (828) 484-2442

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 21. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 22. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 23. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 24. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 25. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Kim Baker

Director of Contracts and Procurement

Date: _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

Attachment C: Insurance and Bond Requirements

Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 2556

Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1. Background

The City of Corpus Christi's stormwater system contains over 730 miles of channels, ditches and underground storm water pipe. The City is served by a stormwater system that is completely regulated as a Municipal Separate Storm Sewer System (MS4).

Prior to 1989, the City of Corpus Christi funded storm water management and operations through the General Fund. Since 1989, stormwater management and operations have been funded through revenue generated through the water rate.

The scope of work does not include program and organization review, or the determination of revenue requirements for Stormwater operations and programs for the City of Corpus Christi.

2. General Requirements

Contractor Shall provide the following services:

- Expertise with common municipal stormwater utilities infrastructure, rate structures and models, cost and demand drivers, economic development considerations, policies, standards, and guidelines. City will approve any replacement of team members.
- Follow Texas Local Government Code Chapter 552 which permits municipalities to establish a drainage (stormwater) utility system
- Develop stormwater utility rate structure database and integrate with customers' financial and utility billing systems
- Utilize generally accepted storm water utility rate structure development principles, quality control, and verification and validation of systems solutions
- Support the public and key stakeholders by providing timely and accurate information and responses to questions
- Provide timeline to meet target date of January 2021 for full stormwater utility fee implementation

3. Scope of Work

There will be two phases in this Scope of Work:

Phase I – Stormwater Utility Fee Feasibility (3 Tasks)

Task 1 – Initial Data Gathering and Service Measurement for Rates. Contractor shall provide the following services under Task 1:

- a) Validate the analysis and calculation of an Equivalent Residential Unit (ERU) for the stormwater utility service area

Task 2 – Stormwater Utility Rate Structure Alternatives. Contractor shall provide the following services under Task 2:

- a) Develop rate structure and pricing alternatives that are fair and provide for equitable cost recovery. Other considerations will be the ease of implementation, administration and understanding. Discuss the pro and cons associated with each alternative.
- b) Create a 'user-friendly' stormwater utility rate model tool that can be utilized to update revenue requirements and cash flow projections as program changes occur in future years. Provide training and user manual.
- c) Complete an analysis of a random sample of ten residential and non-residential parcels (of the City's choice), and an analysis of the 20 largest areas of single ownership. The analysis will predict the stormwater charges on each parcel, and options for achieving stormwater fee credits.
- d) Provide comparison of proposed stormwater utility rates to rates used by other stormwater utilities in similar situations.

Task 3 – Credits and Appeals. Contractor shall provide the following services under Task 3:

- a) Evaluate credit program options and recommend various credits for public and private onsite stormwater management and other rate modification options for each class of stormwater utility customers. The impact of the credit program on the rate structure should be taken into consideration.
- b) Develop a credit methodology and manual that will establish protocols for adjusting stormwater fee assessments based upon onsite storm water best management practices to manage runoff quantity and quality consistent with existing and pending stormwater and water quality regulatory requirements.
- c) Create a review process for determining appeals and credit requests from parcel owners to be conducted online or in person.
- d) Establish a mechanism to add and bill for new annexations, developments or changes to impervious surface.

Phase II – Implementation (3 Tasks)

Task 4 – Public Outreach and Education. Contractor shall provide the following services under Task 4:

- a) Ensure that the City has a comprehensive understanding of critical issues that key public interests may raise (positive and negative). Develop methods to address these issues in consultation with these key interests where possible.
- b) Prepare a public outreach, education and involvement plan to provide information on the stormwater utility fee to City staff, elected officials, local community groups, the business community and public.
- c) Assist City staff in the development of all public information material including Frequently Asked Questions (FAQ) brochures and various types of presentations from formal to informal. Spanish translation required.

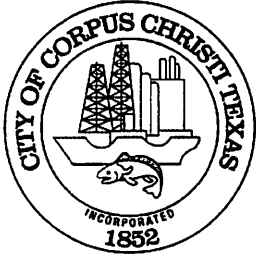
- d) For the duration of the project, prepare for and conduct at least three stakeholder group workshops to educate the group on the process and solicit input on policy issues.
- e) Prepare for and conduct at least eight working sessions with City Staff and existing local agencies or organizations whose mission the stormwater utility impacts.
- f) Prepare for and conduct at least eight public engagement/education meetings.
- g) Prepare for and conduct at least four City Council presentations.
- h) Assist in training City Customer Service Representatives to respond to questions and complaints regarding the stormwater utility fee.

Task 5 - Fully Develop Customer Database. Contractor shall provide the following services under Task 5:

- a) Develop a Master Account File (MAF) with billing parameters to facilitate implementation of stormwater utility fee billing. Verify mapping of parcels to utility accounts through fieldwork when necessary.
- b) Develop a manual to address procedures for matching parcels and utility billing data and uploading stormwater data into the billing system. Identify the process for updating the stormwater database elements so that previously completed address matching and resolutions of those exceptions is not repeated each time updates occur. Sources of storm water information must also be evaluated for their frequency in updating.
- c) Develop interactive map so customers may search their property and view their proposed stormwater utility fee.

Task 6 – Testing and Final Report. Contractor shall provide the following services under Task 6:

- a) Support City through first customer billing cycles including stormwater utility charges. Full implementation of stormwater utility fees by January 2021.
- b) Prepare a draft report for review by City Staff. After comments incorporated, prepare a Final Implementation Plan report.

**CITY OF CORPUS CHRISTI**
Pricing Form
CONTRACTS AND PROCUREMENT DEPARTMENT**RFP No. 2556**
Stormwater Utility Fee Implementation**PAGE 1****DATE:** 11/22/19

Raftelis Financial Consultants, Inc.

PROPOSER
AUTHORIZED SIGNATURE

1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.
2. Provide your best price for each item.
3. In submitting this proposal, Proposer certifies that:
 - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
 - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing.

ITEM	DESCRIPTION	QTY	UNIT	TOTAL PRICE
	PHASE I			
1.0	Task 1 - Initial Data Gathering and Service Measurement for Rates	1	LS	\$25,474
2.0	Task 2 - Stormwater Utility Rate Structure Alternatives	1	LS	\$31,060
3.0	Task 3 - Credits and Appeals	1	LS	\$24,359
	PHASE II			
4.0	Task 4 - Public Outreach and Education	1	LS	\$128,531
5.0	Task 5 - Fully Develop a Customer Database	1	LS	\$47,414
6.0	Task 6 - Testing and Final Report	1	LS	\$24,299
	Total			\$281,137

Attachment C: Insurance and Bond Requirements

LIABILITY INSURANCE

1. Contractor must not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
2. Contractor must furnish to the Risk Manager and Contract Administrator, two (2) copies of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. **The City must be listed as an additional insured for the General Liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.
CYBER LIABILITY	\$1,000,000 Per Occurrence \$1,000,000 Aggregate

3. In the event of accidents of any kind related to this project, Contractor must furnish the Risk Manager with copies of all reports of such accidents within 10 days of the accident.

4. Additional Requirements -

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met. An All States endorsement shall be required if Contractor is not domiciled in the State of Texas.
2. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor'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.
3. Contractor shall be required to submit replacement Certificate of Insurance to City at the address provided below within ten days of any change made by the Contractor or as requested by the City. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277

4. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
 - List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy.
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any cancellation, non-renewal, material change or termination in coverage and not less than ten calendar days advance written notice for nonpayment of premium.
5. Within five calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.
 6. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
 7. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
 8. It is agreed that Contractor'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 contract.
 9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2019 Insurance Requirements

Ins. Req. Exhibit

Professional Services – Other Professional Services - Cyber

04/26/2019 Risk Management – Legal Dept

No bonds are required therefore Section 5 Insurance: Bonds. (B) is NULL to this Agreement.

Attachment D: Warranty Requirements

No warranty is required therefore Section 8. Warranty. (A) and (B) are NULL to this Agreement.