

SERVICE AGREEMENT NO. 2761

MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

FOR PROJECT (No./Name) 19074A - Planning Services

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director) and ASAKURA ROBINSON COMPANY LLC, 1224 E. 12th Street, Suite 210, Austin, Travis County, Texas 78702 (Consultant), hereby agree as follows:

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ARTICLE I – PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many tasks as City and Consultant agree will be performed under the terms and conditions of this Agreement. Each task Consultant performs for City hereunder shall be designated a Task Order. No Task Order shall be binding or enforceable unless and until it has been properly executed by both City and Consultant. Each properly executed Task Order as shown in **Exhibit A** shall become a separate supplemental agreement to this Agreement.
- 1.2 The Consultant shall provide its Scope of Services, to be included in each Task Order. 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 which would normally be required by law or common due diligence in accordance with the standard of care defined in Article XII of this Agreement.
- 1.3 Under this Agreement, Consultant will provide services on a Task Order basis for a range of services related to assisting Engineering Services with professional engineering, architecture and construction services related to execution of Capital Improvements Programs. All work will be subject to authorization from City. A detailed Scope of Services and fee estimate will be developed for each task prior to execution of work.
- 1.4 Consultant shall follow City Codes and Standards effective at the time of the execution of individual Task Orders. 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 Task Order. A request made by either party to deviate from City standards after the contract is executed must be in writing.
- 1.5 Consultant must perform tasks and submit deliverables as detailed in each approved Task Order.
- 1.6 Consultant must provide all labor, equipment and transportation necessary to complete all services agreed to 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. Consultant must provide City with a list of all subconsultants that includes the services performed by the subconsultant and the percentage of work performed by the subconsultant. Changes in Consultant's team that provides services under this Agreement must be agreed to by the City in writing.
- 1.7 Consultant must not begin work on any Task Order authorized under this Agreement until they are briefed on the scope of the Project and are notified in writing to proceed.
- 1.8 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 the City's General Conditions for Construction Contracts, an excerpt of which is attached as an exhibit to this Agreement.
- 1.9 For projects that require subsurface utility investigation:
 - 1.9.1 The Consultant agrees to prepare and submit to the City a signed and sealed report identifying all utilities within the project area at the Quality Level specified in the Task Order. It is assumed that all utilities will be identified using Quality Level A exploratory excavation unless stated otherwise.
 - 1.9.2 Utilities that should be identified include, but are not limited to, City-owned utilities, local franchises, electric companies, communication companies, private pipeline companies and 3rd party owners/operators.

ARTICLE II – COMPENSATION

- 2.1 The Compensation for all services included in this Agreement and in the Scope of Services for this Agreement shall not exceed **\$250,000**.
- 2.2 The Consultant's fee for each Task Order will be on a lump sum or time and materials (T&M) basis with a negotiated not-to-exceed amount. The fees will not exceed those identified and will be full and total compensation for all services outlined in each Task Order, and for all expenses incurred in performing these services.
- 2.3 Consultant shall submit a proposal to the City, which shall be incorporated into this agreement as **Exhibit B**, subject to approval by the City.
- 2.4 Consultant shall submit a Rate Schedule with their proposal.
- 2.5 Monthly invoices will be submitted in accordance with the Payment Request as shown in **Exhibit C**. 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 in compliance with the Texas Prompt Payment Act.
- 2.5.1 Principals may only bill at the hourly rate of Principals when acting in that capacity. Principals acting in the capacity of staff must bill at staff rates. The Consultant shall provide documentation with each payment request that clearly indicates how that individual's time is allocated and the justification for that allocation.
- 2.6 The anticipated fee structure under this agreement is as follows:

DESCRIPTION	NOT TO EXCEED AMOUNT
Maximum Contract Amount	\$250,000
Task 1 – TBD	TBD
Task 2 – TBD	TBD
Task 3 – TBD	TBD
Task 4 – TBD	TBD

- 2.7 In the event of any dispute(s) between the Parties regarding the amount properly compensable for any Task Order 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 provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.
- 2.8 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.
- 2.9 Any fee payable under this Agreement is subject to the availability of funds. The Consultant may be directed 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 2.5 above for services provided up to the date of suspension.

ARTICLE III – QUALITY CONTROL PLAN

- 3.1 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.
- 3.2 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 Opinion of Probable Cost (OPC) as needed.
- 3.3 Documents that do not meet City standards in effect at the time of the execution of a related Task Order may be rejected. If documents are found not to be in compliance with this Agreement, Consultant will not be compensated for having to resubmit documents.

ARTICLE IV – INSURANCE REQUIREMENTS

- 4.1 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.
- 4.2 Insurance Requirements are shown in **EXHIBIT D**.

ARTICLE V - 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 VI – TERM; RENEWALS; TIMES FOR RENDERING SERVICE

- 6.1 This Agreement shall be effective upon the signature of the City Manager or designee (Effective Date).
- 6.2 This Agreement shall be applicable to Task Order issued hereunder from the Effective Date of the Agreement until project is complete.
- 6.3 This service shall be for a period of **two years** beginning on the Effective Date.
- 6.4 The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Consultant will perform services and provide deliverables within a reasonable time.

ARTICLE VII - TERMINATION OF AGREEMENT

7.1 By Consultant:

7.1.1 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.

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

7.2 By City:

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

7.2.2 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.

7.3 Termination Procedure

7.3.1 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.

7.3.2 Consultant shall submit all completed and/or partially completed work under this Agreement, including but not limited to specifications, designs, plans and exhibits. Consultant shall mark partially completed work as "Draft" and does not guarantee the accuracy or reliability of partially completed work submitted in accordance with this Article.

7.3.3 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.

7.3.4 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 VIII – RIGHT OF REVIEW AND AUDIT

- 8.1 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.
- 8.2 "Consultant's records" include any and all information, materials and data of every kind and character generated as a result of the Work under this Agreement. 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, federal and state tax filings for issue in questions and any and all other agreements, sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.
- 8.3 City agrees that it shall exercise the right to audit, examine or inspect Consultant's records only during City's regular business hours. Upon reasonable prior notice, Consultant agrees to allow City's designee access to all of Consultant's records, Consultant's facilities and Consultant's current or former 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.
- 8.4 Consultant shall include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE IX – OWNER REMEDIES

- 9.1 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:
- 9.1.1 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;
- 9.1.2 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.
- 9.1.3 Losses are incurred because of defects, errors and 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 defects, errors and omissions in the documents.

- 9.2 The City may assert a claim against the Consultant's professional liability insurance as appropriate when other remedies are not available or offered for design deficiencies discovered during and after Project construction.
- 9.3 When the City incurs non-value added work costs for change orders due to design errors 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.
- 9.4 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.
- 9.5 The City may withhold or nullify the whole or part of any payment as detailed in Article II.

ARTICLE X – CONSULTANT REMEDIES

- 10.1 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.
- 10.2 If Consultant requests a remedy for a condition not specified above, Consultant must file a Claim as provided in this Agreement.

ARTICLE XI – CLAIMS AND DISPUTE RESOLUTION

11.1 Filing of Claims

11.1.1 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.

11.1.2 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.

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

11.1.4 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 Alternative Dispute Resolution.

11.1.5 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.

11.2 Alternative Dispute Resolution

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

11.2.2 Before invoking mediation or any other alternative dispute resolution (ADR) process set forth herein, 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 any other ADR process. 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 ADR process contained herein.

11.2.3 Mediation

11.2.3.1 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.

11.2.3.2 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.

11.2.3.3 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.

11.2.3.4 The parties shall share the mediator's fee. Venue for any mediation or lawsuit arising under this Agreement 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.

11.3 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 in this Agreement.

11.4 In case of litigation between the parties, Consultant and City agree that they have knowingly waived and do hereby waive the right to trial by jury and have instead agreed, in the event of any litigation arising out of or connected to this Agreement, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

11.5 **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 XII – MISCELLANEOUS PROVISIONS

12.1 Assignability. Neither party will assign, transfer or delegate any of its obligations or duties under this Agreement 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.

12.2 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, 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 professional engineer prior to re-use of modified plans.

12.3 Standard of Care. Services provided by Consultant under this Agreement shall be performed with the professional skill and care ordinarily provided by competent engineers or architects 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.

12.4 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.

12.5 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.

12.6 Entire Agreement. This Agreement, including Task Orders, 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.

12.7 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.

12.8 Disclosure of Interest. Consultant agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract.

12.9 Certificate of Interested Parties. 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>.

- 12.10 Conflict of Interest. Consultant agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. 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>
- 12.11 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.
- 12.12 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.
- 12.13 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.
- 12.14 Conflict Resolution Between Documents. Consultant hereby agrees and acknowledges if anything contained in the Consultant-prepared **Exhibit B**, Scope of Services or in any other document prepared by Consultant and included herein, is in conflict with Articles I - XII of this Agreement (Articles) and/or an approved Task Order, the Articles and/or the Task Order shall take precedence and control to resolve said conflict.
- 12.15 Title VI Assurance. The Consultant shall prohibit discrimination in employment based upon race, color, religion, national origin, gender, disability or age.

CITY OF CORPUS CHRISTI

Mark Van Vleck (Date)
Assistant City Manager

ASAKURA ROBINSON COMPANY LLC

Keiji Asakura (Date)
Principal
1224 E. 12th Street, Suite 310
Austin, Texas 78702
(512) 351 - 9601 Office
keiji@asakurarobinson.com

APPROVED AS TO LEGAL FORM

Assistant City Attorney (Date)
for City Attorney

Funding shall be provided per task order.
Contract Maximum Amount is \$250,000.

ATTEST

Rebecca Huerta, City Secretary

EXHIBIT A

SAMPLE TASK ORDER

This Task Order pertains to a Master Services Agreement for Professional Services by and between City of Corpus Christi, Texas (City) and "Company Name" (Consultant) dated _____, 2019 (Agreement). Consultant shall perform services on the project described below as provided in this Task Order and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NO.:

PROJECT NAME: _____

1. PROJECT DESCRIPTION

2. SCOPE OF SERVICES

3. COMPENSATION

This Task Order is approved and Consultant may proceed. All other terms and conditions of the Agreement remain in full force and effect.

CITY OF CORPUS CHRISTI

COMPANY NAME, INC.

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

Authorized Signer Date
Title
Address
City, State, Zip
(xxx) xxx-xxxx
name@email.com

September 6, 2019

Proposal

Marcus Flores
City of Corpus Christi
1201 Leopard Street
Corpus Christi, TX 78401

Re: City of Corpus Christi As Needed Planning Services

Asakura Robinson (AR) was founded in 2004 with a mission of assisting visionary clients spur positive change through a collaborative design and planning process. Our planning staff have engaged clients throughout our home states of Texas, Louisiana and Minnesota, as well as throughout the country, on successful plans and designs in urban, suburban and rural contexts. They range from long-range static plans to more focused interventions that include detailed design for parks, streetscapes, policies and programs. The common thread in our projects is our emphasis on engaging stakeholders, residents, businesses and other stakeholders to ensure that communities are able to take ownership of their futures and spark implementation. Our planning group focuses on the following five key subject areas:

1. **Small Area Planning** - Small Area Planning encompasses a comprehensive approach to managing community change, and incorporates elements of all of our other services areas. Projects include neighborhood plans, corridor plans, regulatory plans, district plans, and downtown plans. **Key Staff:** Zakcq Lockrem, AICP and Meghan Skornia, AICP
2. **Housing Policy and Community and Economic Development** - This team seeks to assist communities with plans that lift up community assets, culture, and economic potential while working to mitigate quality of life and affordability issues for residents. Projects include strategic planning, housing policy development and planning, fair housing, establishment of special service districts, BIDs and tax increment districts and planning for vacant land. **Key Staff:** Alexandra Miller, AICP
3. **Transportation Planning** - Our transportation planners see to enhance mobility accessibility, connectivity and safety for transit riders, pedestrians and people who bicycle. Projects include bicycle planning, pedestrian planning, streetscapes, and transit planning. **Key Staff:** Luis Guajardo, AICP
4. **Urban Ecology and Parks** - Our urban ecology practice stems from our long standing interest in protecting, restoring and enhancing natural resources. Projects include park design, park master plans, restoration plans, environmental plans, sustainability plans, resilience plans and eco-tourism plans. **Key Staff:** Katie Coyne, AICP, Certified Ecologist - ESA, SITES AP, Master Naturalist
5. **Urban Design** - Whether focused on streets or public spaces, the public realm is at the core of our urban design work. Projects include design guidelines, streetscape plans, and plazas and park design. **Key Staff:** Wei Xiao, LEED AP

A. Scope of Work

AR shall work with the City of Corpus Christi to define specific scopes of work as needed. The City of Corpus Christi shall provide tasks orders for mutually agreed upon scopes of work and fee.

B. Project Schedule

Project schedule is anticipated to commence at a time agreed upon mutually by the City of Corpus Christi and Asakura Robinson and will be detailed in task orders as provided by the client

C. Compensation

As needed not to exceed:	\$ 250,000
Total	\$ 250,000

Fees and reimbursable costs shall be a maximum not-to-exceed and billed monthly as a percentage of work completed or actual costs for additional services and reimbursable expenses as defined herein. Work performed as part of this proposal will be in accordance with the following approved rates:

Reimbursable expenses are expenditures for the project made by AR in the interest of the project. Reimbursable expenses include, but are not limited to travel expenses, costs of printing and reproduction, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar project-related expenditures.

D. Rates for Key Staff

Zakcq Lockrem - Managing Principal	\$210
Alexandra Miller - Managing Principal	\$210
Katie Coyne - Senior Associate	\$123
Meghan Skornia - Senior Associate	\$112
Luis Guajardo - Senior Associate	\$110
Wei Xiao - Associate Designer	\$ 87

Additional Staff Rates are available on the clients request

E. Exclusions to Scope of Services and Additional Services

The following services are also excluded from scope:

1. Hosting of any website, MailChimp account, or other online resources, including social media; direct email blasts, online forums, or media advisories or press releases.
2. Attendance at Boards and Commissions meetings and/or City Council and City Council Committee meetings, other than as outlined in the scope above.
3. LEED, SITES, or similar ratings systems documentation and accreditation.
4. Architectural services related to existing buildings.
5. Transportation engineering services or traffic control plans.
6. Preliminary engineering reports.
7. Additional services including but not limited to:
 - a) Work requested and or authorized by the Client not defined in the 'Scope of Work' or revisions and changes to Client approved drawings and the preparation of alternatives or change orders requested by the Client.
 - b) Models, special renderings, promotional photography, special printing, special equipment, special printed reports or publications, maps, and documents requested by the Client, unless defined in a mutually agreed upon task order.

Client shall provide information as required for performance of the work. AR assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should AR be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as additional services.

1. GIS files and data, including taxation data
2. Meeting logistics
3. Printing
4. Timely review of deliverables

Hourly rates for Additional Services can be provided on request.

F. Jurisdiction and Termination

TERMINATION - If the Client should decide to terminate this Agreement, he or she shall give AR seven (7) days written notice and shall pay for all services rendered to the date of termination. AR reserves the right to terminate this contract upon fifteen (15) day notice if any amount billed to client is greater than ninety (90) days past due.

We appreciate your consideration of our firm, and we look forward to working with you. If this proposal meets your approval, please sign and return one (1) copy to our office at your earliest convenience.

Yours truly,



Keiji Asakura, Principal
Asakura Robinson Company LLC

Date: September 6, 2019

Name:
City of Corpus Christi

Date_____



HOURLY RATE SCHEDULE

(updated 09/06/2019)

1.0	HOURLY RATES	2019 Rates
	Keiji Asakura, FASLA, CLARB, Managing Principal	\$ 230.00
	Margaret Robinson, PLA, LEED AP, Managing Principal	\$ 215.00
	Alexandra Miller, AICP, Managing Principal	\$ 210.00
	Hayley Pallister, Managing Principal	\$ 210.00
	Zakcq Lockrem, AICP, Managing Principal	\$ 210.00
	Jessica Krug, LEED AP, Principal	\$ 162.00
	Brendan Wittstruck, LEED AP BD+C, Principal	\$ 153.00
	Matthew Rufo, AICP, Principal	\$ 145.00
	Erin Cannon, PLA, Senior Designer	\$ 136.00
	Claire Eddleman-Heath, Senior Designer	\$ 128.00
	Katie Coyne, AICP, Senior Planner	\$ 123.00
	Peter Caldwell, PLA, Senior Designer	\$ 121.00
	Isabelle Asakura, Marketing Manager	\$ 116.00
	Luis Guajardo, Sr. Associate Planner	\$ 110.00
	Abigail Phillips, PLA, Senior Designer	\$ 107.00
	Meghan Skornia, AICP, Senior Planner	\$ 113.00
	Ying Liang, Associate Designer	\$ 97.00
	Brianna Frey, Associate Planner	\$ 92.00
	Mayu Takeda, Associate Planner	\$ 92.00
	Wei Xiao, Associate Designer	\$ 87.00
	Wenjie Zhao, Associate Designer	\$ 87.00
	Kari Spiegelhalter, Associate Designer	\$ 92.00
	Kadence Hampton, Planner	\$ 81.00
	Ucha Abbah, Designer	\$ 81.00
	Andy Rowell, Designer	\$ 78.00
	Inmi Moon, Designer	\$ 78.00
	Thu Bui, Designer	\$ 74.00
	Tucker Rose, Designer	\$ 74.00
	Lauren Klich, Marketing Coordinator	\$ 68.00
	Leda Hardesty, Visual Communications Designer	\$ 61.00
	Intern Rate	\$ 57.00
	Mandi Stiles, Human Resources Assistant	\$ 57.00
2.0	2019 IRS MILEAGE RATE PER MILE	\$ 0.58
3.0	EXTERNAL EXPENDITURES	
	Reproduction, Sub-consultants, Fees, Etc.	
	In house printing per page:	Cost plus 10%
	8.5 x 11 BW	\$0.10
	8.5 x 11 Color	\$0.50
	11 x 17 BW	\$0.20
	11 x 17 Color	\$1.00
	24 x 36 BW plot	\$4.50
	24 x 36 Color plot	\$39.00
	24 x 36 Color plot on photo paper	\$48.00
	30 x 42 BW plot	\$6.56
	30 x 42 Color plot	\$56.87
	30 x 42 Color plot on photo paper	\$70.00
4.0	TRAVEL EXPENSE (Airfare, Auto, Parking, etc.)	Cost plus 10%

The rates noted above shall remain in effect until completion of the Agreement.

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	Contract					
Basic Services:									
Preliminary Phase	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	100.0%
Design Phase	\$2,000.00	\$1,000.00	\$0.00	\$3,000.00	\$1,000.00	\$500.00	\$1,500.00	\$1,500.00	50.0%
Bid Phase	\$500.00	\$0.00	\$250.00	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0.0%
Construction Phase	\$2,500.00	\$0.00	\$1,000.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$3,500.00	0.0%
Subtotal Basic Services	\$6,000.00	\$1,000.00	\$1,250.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services:									
Permitting	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$500.00	\$0.00	\$500.00	\$1,500.00	25.0%
Warranty Phase	\$0.00	\$1,120.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$1,120.00	0.0%
Inspection	\$0.00	\$0.00	\$1,627.00	\$1,627.00	\$0.00	\$0.00	\$0.00	\$1,627.00	0.0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal Additional Services	\$2,000.00	\$1,120.00	\$1,627.00	\$4,747.00	\$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	\$8,250.00	\$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	\$4,747.00	\$500.00	\$0.00	\$500.00	\$4,247.00	10.5%
Total of Fees	\$8,000.00	\$2,120.00	\$2,877.00	\$12,997.00	\$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 D

Insurance Requirements

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 Contracts and Procurement 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. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and 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
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
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

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	and identify any limitations regarding who is insured.
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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: Contracts and Procurement
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 List the City and its officers, officials, employees and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City with the exception of the professional liability/Errors & Omissions policy;

1.6.2 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;

1.6.3 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;

1.6.4 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

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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: ASAKURA ROBINSON COMPANY LLC

P. O. BOX: _____

STREET ADDRESS: 2500 SUMMER #3228 CITY: HOUSTON ZIP: TX 77007

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

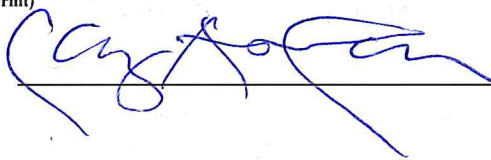
If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose 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: KEIJI ASAKURA Title: PRESIDENT
(Type or Print)

Signature of Certifying
Person:



Date: 11/19/19

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.