

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

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director of Engineering Services) and **FREESE AND NICHOLS, INC.**, a Texas corporation, 800 N. Shoreline Drive, Corpus Christi, Nueces County, Texas 78401, (**Architect/Engineer – A/E**), hereby agree as follows:

1. SCOPE OF PROJECT

Police Vehicle Impound Yard and Garage Phase 2 (Project No. E12126) BOND 2012 – This project proposes the construction of a 3,000 square foot forensics garage for investigative work on vehicles and holding area for vehicles in crime scenes. The new building will be located on the site of the old vehicle impound lot located at the Service Center (Civitan Drive near Holly Road). The site will be developed to include entrance from Civitan Drive, parking lot, and security fencing.

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform design services necessary to review and prepare plans, specifications, and bid and contract documents. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) and provide contract administration services, as described in **Exhibit “A” and “A-1”**, to complete the Project. Work will not begin on Additional Services until requested by the A/E (provide breakdown of costs, schedules), **and** written authorization is provided by the Director of Engineering Services.

A/E services will be "Services for Construction Projects"- (Basic Services for Construction Projects") which are shown and are in accordance with "Professional Engineering Services- A Guide to the Selection and Negotiation Process, 1993" a joint publication of the Consulting Engineer's Council of Texas and Texas Society of Professional Engineers. For purposes of this contract, certain services listed in this publication as Additional Services will be considered as Basic Services.

3. ORDER OF SERVICES

The A/E agrees to begin work on those authorized Basic 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 A/E and written authorization is provided by the Director of Engineering Services. The anticipated schedule of the preliminary phase, design phase, bid phase, and construction phase is shown on **Exhibit “A”**. This schedule is not to be inclusive of all additional time that may be required for review by the City staff and may be amended by or with the concurrence of the Director of Engineering Services.

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

4. INDEMNITY AND INSURANCE

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

5. FEE

The City will pay the A/E a fee, as described in **Exhibit "A"**, for providing services authorized, a total fee not to exceed \$110,168, (One hundred ten thousand, one hundred sixty eight dollars, and zero cents). Monthly invoices will be submitted in accordance with **Exhibit "C"**.

6. TERMINATION OF CONTRACT

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

7. LOCAL PARTICIPATION

The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy. The A/E agrees that at least 75% of the work described herein will be performed by a labor force residing within the Corpus Christi Metropolitan Statistical Area (MSA). Additionally, no more than 25% of the work described herein will be performed by a labor force residing outside the Corpus Christi Metropolitan Statistical Area (MSA.)

8. ASSIGNABILITY

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

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

9. OWNERSHIP OF DOCUMENTS

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

10. DISCLOSURE OF INTEREST

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

CITY OF CORPUS CHRISTI

FREESE AND NICHOLS, INC.

Natasha Fudge, P. E. Date
Acting Director of Capital Programs

Ron Guzman, P. E. Date
800 N. Shoreline Blvd., Suite 1600N
Corpus Christi, TX 78401
(361) 561-6500 Office
(361) 561-6501 Fax

RECOMMENDED

Daniel Biles, P. E., Date
Executive Director of Public Works

Floyd Simpson Date
Police Chief

APPROVED

Office of Management Date
and Budget

ATTEST

Rebecca Huerta, City Secretary

Project Number E12126
Fund Source Number 550950-3342-00000-E12126
Fund Source Name Police 2013 GO (Bond 2012)
Encumbrance Number _____

EXHIBIT "A"
CITY OF CORPUS CHRISTI, TEXAS

Police Vehicle Impound Yard and Garage Phase 2 Bond 2012
Project No. E12126

I. SCOPE OF SERVICES

A. Basic Services.

1. Preliminary Phase. NA

2. Design Phase. Upon receipt of an authorization to proceed, the A/E will:

- a. Prepare one (1) set of the **construction bid and contract documents** (electronic and full-size hard copies using City Standards as applicable), including contract agreement forms, general conditions and supplemental conditions, notice to bidders, instruction to bidders, insurance, bond requirements, and preparation of other contract and bid related items; specifications and drawings to fix and describe, for **one bid**, the size and character of the entire Project; description of materials to be utilized; and such other essentials as may be necessary for construction and cost analysis.
- b. Prepare final quantities and estimates of probable costs with the recommended construction schedule. The construction schedule will provide a phased approach to track progress and payments.
- c. Furnish one (1) set of the **interim plans** (60% submittal - electronic and full-size hard copies using City Standards as applicable) to the City staff for review and approval purposes with estimates of probable construction costs. Show existing elevations resulting from topographic survey. Show locations of utility lines, structures and their respective elevations resulting from the S.U.E. Use the City's numbering system for utility manholes. Identify distribution list for plans and bid documents to all affected utilities including City and all other affected entities. **Required** with the interim plans is a "**Plan Executive Summary**" which will identify and summarize the project by distinguishing key elements such as:
 - Building Size
 - Why one material is selected over another
 - Pluses of selections
 - ~~ROW requirements and why~~
 - Permit requirements and why
 - Easement requirements and why
 - Embedment type and why
 - Constructability, etc.
 - Specific requirements of the City
 - Standard specifications
 - Non-standard specifications
 - Any unique requirements
 - Cost, alternatives, etc.
 - Owner permit requirements and status
- d. Assimilate all review comments, modifications, additions/deletions and proceed to next phase, upon Notice to Proceed.

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- e. Provide one (1) set of the **100% plans and bid documents** (100% submittal - electronic and full-size hard copies using City Standards as applicable) to the City staff for review and approval purposes with revised estimates of probable costs. Compile comments and incorporate any requirements into the plans and specifications, and advise City of responding and non-responding participants.
- f. Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that submittal of the interim, and final complete plans and complete bid documents with specifications accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City staff. **The Consultant A/E and Sub-consultant A/E shall submit a letter declaring that all engineering disciplines of all phases of the submittals have been checked, reviewed, and are complete prior to submission, and include signature of all disciplines including but not limited to structural, civil, mechanical, electrical, etc.**
- g. If required, provide traffic controls including a Traffic Control Plan, illumination, markings and striping, signalization, and as delineated by the City Traffic Engineering Department.
- h. Upon approval by the Director of Engineering Services, provide one (1) set of the **final plans and contract documents** (electronic and full-size hard copies using City Standards as applicable) suitable for reproduction. Said bid documents henceforth become the sole property and ownership of the City of Corpus Christi.
- i. The City agrees that any modifications of the submitted final plans (for other uses by the City) will be evidenced on the plans and be signed and sealed by a professional engineer prior to re-use of modified plans.
- j. Prepare and submit monthly status reports with action items developed from monthly progress and review meetings.
- k. Provide a Storm Water Pollution Prevention Plan, if required.

The City staff will:

- a. Designate an individual to have responsibility, authority, and control for coordinating activities for the construction contract awarded.
 - b. Provide the budget for the Project specifying the funds available for the construction contract.
 - c. Provide the City's standard specifications, standard detail sheets, standard and special provisions, and forms for required bid documents.
3. Bid Phase. The A/E will:
- a. Participate in the pre-bid conference and provide a recommended agenda for critical construction activities and elements impacted the project.
 - b. Assist the City in solicitation of bids by identification of prospective bidders, and review of bids by solicited interests.
 - c. Review all pre-bid questions and submissions concerning the bid documents and prepare, in the City's format, for the Engineering Services' approval, any addenda or other revisions necessary to inform contractors of approved changes prior to bidding.
 - d. Attend bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendation concerning award of the contract.
 - e. In the event the lowest responsible bidder's bid exceeds the project budget as revised by the Engineering Services in accordance with the A/E's design phase estimate required above, the Engineer will, at its expense, confer with City staff and make such revisions to the bid documents as the City staff deems necessary to re-advertise that particular portion of the Project for bids.

The City staff will:

- a. Arrange and pay for printing of all documents and addenda to be distributed to prospective bidders.
 - b. Advertise the Project for bidding, maintain the list of prospective bidders, receive and process deposits for all bid documents, issue (with the assistance of the A/E) any addenda, prepare and supply bid tabulation forms, and conduct bid opening.
 - c. Receive the Engineer's recommendation concerning bid evaluation and recommendation and prepare agenda materials for the City Council concerning bid awards.
 - d. Prepare, review and provide copies of the contract for execution between the City and the contractor.
4. Construction Phase. The A/E will perform contract administration to include the following:
- a. Participate in pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements impacted the project.
 - b. Review for conformance to contract documents, shop and working drawings, materials and other submittals.
 - c. Review field and laboratory tests.
 - d. Provide interpretations and clarifications of the contract documents for the contractor and authorize required changes, which do not affect the contractor's price and are not contrary to the general interest of the City under the contract.
 - e. Make regular visits to the site of the Project to confer with the City project inspector and contractor to observe the general progress and quality of work, and to determine, in general, if the work is being done in accordance with the contract documents. This will not be confused with the project representative observation or continuous monitoring of the progress of construction.
 - f. Prepare change orders as authorized by the City (coordinate with the City's construction division); provide interpretations and clarifications of the plans and specifications for the contractor and authorize minor changes which do not affect the contractor's price and are not contrary to the general interest of the City under the contract.
 - g. Make final inspection with City staff and provide the City with a Certificate of Completion for the project.
 - h. As applicable, review and assure compliance with plans and specifications, the preparation of operating and maintenance manuals (by the Contractor) for all equipment installed on this Project. These manuals will be in a "multimedia format" suitable for viewing with Microsoft's Internet Explorer, version 3.0. As a minimum the Introduction, Table of Contents, and Index will be in HTML (HyperText Markup Language) format, with HyperText links to the other parts of the manual. The remainder of the manual can be scanned images or a mixture of scanned images and text. Use the common formats for scanned images - GIF, TIFF, JPEG, etc.. Confirm before delivery of the manuals that all scanned image formats are compatible with the image-viewing software available on the City's computer - Imaging for Win95 (Wang) and Microsoft Imaging Composer. Deliver the manuals on a CD-ROM, not on floppy disks.
 - i. Review construction "red-line" drawings, prepare record drawings of the Project as constructed (from the "red-line" drawings, inspection, and the contractor provided plans) and deliver to the Engineering Services a reproducible set and electronic file (AutoCAD r.14 or later) of the record drawings within two (2) months of final

acceptance of the project. All drawings will be CADD drawn using dwg format in AutoCAD, and graphics data will be in dxf format with each layer being provided in a separate file. Attribute data will be provided in ASCII format in tabular form. All electronic data will be compatible with the City GIS system.

The City staff will:

- a. Prepare applications/estimates for payments to contractor.
- b. Conduct the final acceptance inspection with the Engineer.

B. Additional Services (ALLOWANCE)

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

1. **Permit Preparation.** Furnish the City all engineering data and documentation necessary for all required permits. The A/E will prepare this documentation for all required signatures. The A/E will prepare and submit all permits **as applicable** to the appropriate local, state, and federal authorities, including, but not limited to:
 - ~~a. Union Pacific Railroad, Missouri Pacific Railroad, or any other railroad operating in the area~~
 - ~~b. TxDOT Permits/Amendments~~
 - ~~c. Wetlands Delineation and Permit~~
 - ~~d. Temporary Discharge Permit~~
 - ~~e. NPDES Permit/Amendments~~
 - ~~f. Texas Commission of Environmental Quality (TCEQ) Permits/Amendments~~
 - ~~g. Nueces County~~
 - ~~h. Texas Historical Commission (THC)~~
 - ~~i. U.S. Fish and Wildlife Service (USFWS)~~
 - ~~j. U.S. Army Corps of Engineers (USACE)~~
 - ~~k. United States Environmental Protection Agency (USEPA)~~
 - l. Texas Department of Licensing and Regulation (TDLR)
2. **Right-of-Way (ROW) Acquisition Survey.** NA
3. **Topographic Survey and Parcel Descriptions.** A/E will provide field surveys, as required for design including the necessary control points, coordinates and elevations of points (as required for the aerial mapping of the Project area - aerial photography to be provided by City). Establish base survey controls for line and elevation staking (not detailed setting of lines and grades for specific structures or facilities). All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 6, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. Include reference to a minimum of two (2) found boundary monuments from the project area.

4. **Environmental Issues (Not Authorized)**. Identify and develop a scope of work for any testing, handling and disposal of hazardous materials and/or contaminated soils that may be discovered during construction.
5. **Construction Observation Services (Not Authorized)**. Provide a project representative (PR) to provide periodic construction inspection.
 - A. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the PR and assistants, the A/E shall endeavor to provide further protection for the CITY against defects and deficiencies in the work.
 - B. The duties and responsibilities of the PR are described as follows:
 1. General: PR will act as directed by and under the supervision of A/E, and will confer with A/E regarding PR's actions. PR's dealings in matters pertaining to the Contractor's work in progress shall in general be with A/E and Contractor, keeping the CITY advised as necessary.
 2. Conference and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings as required by the City, and prepare and circulate copies of minutes thereof.
 3. Liaison:
 - A. Serve as liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
 - B. PR shall communicate with CITY with the knowledge of and under the direction of A/E
 4. Interpretation of Contract Documents: Report when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued.
 5. Shop Drawings and Samples:
 - A. Receive Samples, which are furnished at the Site by Contractor, and notify of availability of Samples for examination.
 - B. Record date of receipt of Samples and approved Shop Drawings.
 - C. Advise Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PR believes that the submittal has not been approved.
 6. Review of Work and Rejection of Defective Work:
 - A. Conduct on-Site observations of Contractor's work in progress to assist A/E in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - B. Report whenever PR believes that any part of Contractor's work in progress will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise City and A/E 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.
 - C. 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.

7. Records:
 - A. 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, A/E'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.
 - B. Prepare a daily report utilizing approved City format, 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 A/E and the City.
 8. Reports:
 - A. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - B. Report immediately to the CITY and A/E 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.
 - C. Provide project photo report on CD-ROM at the rate of a minimum of two photographs per day, including an adequate amount of photograph documentation of utility conflicts.
 9. Completion:
 - A. Before the issue of Certificate of Completion, submit to Contractor a list of observed items requiring completion or correction.
 - B. Participate in a final inspection in the company of A/E, the CITY, and Contractor and prepare a final list of items to be completed or corrected.
 - C. Observe whether all items on final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.
6. **Start-up Services.** NA
7. **Warranty Phase.** Provide a maintenance guaranty inspection toward the end of the one-year period after acceptance of the Project. Note defects requiring contractor action to maintain, repair, fix, restore, patch, or replace improvement under the maintenance guaranty terms of the contract. Document the condition and prepare a report for the City staff of the locations and conditions requiring action, with its recommendation for the method or action to best correct defective conditions and submit to City Staff. Complete the inspection and prepare the report no later than sixty (60) days prior to the end of the maintenance guaranty period.
8. **Windstorm.** Perform structural design in accordance with Texas Department of Insurance Windstorm Code. During construction perform inspections of critical structural items in order to provide documentation to TDI for building certification (WPI-8 certificate). File required forms with TDI for certification.
9. **Geotechnical Investigation.** Perform a subsurface investigation and laboratory testing program and provide pavement and geotechnical recommendations to include the following scope:

- a) Evaluate the subsurface soils within the limits of the proposed building by obtaining information on the in-situ soils and groundwater conditions and to provide foundation design and flexible and rigid pavement sections suitable for 20 and 30-year pavement designs.
- b) Provide soil parameters, trench excavation design parameters, OSHA soil type classification and recommendations needed by the contractor/engineer to design braced excavations for installation of underground utilities. In addition, prospective contractors will utilize the information provided in this report during the bidding process.
- c) Perform one boring to termination depth of 25-feet (within footprint of the building) and one boring to termination depth of 5-feet within the parking lot (Total Number of Borings: 3; Total Linear Feet of Drilling: 30 LF). The scope of work is provided below.

Scope of the Proposed Subsurface Investigation

- a) Coordination with Texas One Call to identify underground utilities in the proximity of the boring/core locations. The borings/cores will be relocated if necessary.
- b) Soil samples will be obtained at predetermined depths, unless subsurface conditions warrant additional sampling.
- c) The borings will be advanced to the depths specified above.
- d) Groundwater readings will be obtained during drilling and immediately upon completion of the drilling operations.
- e) After obtaining the delayed groundwater readings, the open boreholes will be backfilled with excess soils obtained during the drilling operations; the base material will be replaced in the boreholes and patched with cold mix.

Scope of Laboratory Testing Program

- Supplementary Visual Classification (ASTM D2487)
- Water Content Tests (ASTM D2216)
- Atterberg Limits Tests (ASTM D4318)
- Unconfined Compressive Strength Tests (ASTM D2166)
- Percent Material Finer Than The #200 Sieve Tests (ASTM D1140)
- Potential of Sulfate Attack on Concrete or Lime Stabilized Soil (Standard Method E300)

All phases of the laboratory testing program will be performed in general accordance with applicable ASTM Specifications. All field and laboratory test results will be included on the boring logs or provided in the report.

Geotechnical Engineering Report

In addition to the field and laboratory testing, a geotechnical engineering report will be prepared that includes a description of the field exploration and laboratory tests, boring logs, a discussion of the engineering properties of the subsurface materials encountered, trench excavation design parameters, OSHA soil type classification, utility trench recommendations, foundation design recommendations and pavement recommendations for the proposed project

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10. Provide the services above authorized in addition to those items shown on Exhibit "A-1" Task List.

2. SCHEDULE

Day	Duration	Activity
Wednesday	1 day (Notice to Proceed)	Begin Design
Monday	47 days	Interim Submittal (60%)
Monday	7 days	City Review
Monday	42 days	100% Submittal
Monday	14 days	City Review
Wednesday	16 days	Final Submittal
Monday	26 days	Advertise for Bids
Tuesday	8 days	Pre-Bid Conference
Wednesday	8 days	Receive Bids
Tuesday	101 days	Contract Award
Monday	7 days	Begin Construction
Friday	282 days	Complete Construction

3. FEES

- A. Fee for Basic Services.** The City will pay the A/E 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 I.A.1-4 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 I.A.1-4, A/E will submit monthly statements for basic services rendered. In Section I.A.1-3, the statement will be based upon A/E's estimate (and City concurrence) of the proportion of the total services actually completed at the time of billing. For services provided in Section I.A.4, the statement will be based upon the percent of completion of the construction contract. City will make prompt monthly payments in response to A/E's monthly statements.
- B. Fee for Additional Services.** For services authorized by the Director of Engineering Services under Section I.B. "Additional Services," the City will pay the A/E a not-to-exceed fee as per the table below:

Summary of Fees

Basic Services Fees	
1. Preliminary Phase	NA
2. Design Phase	\$59,796
3. Bid Phase	4,105
4. Construction Phase	17,083
Subtotal Basic Services Fees	80,984
Additional Services Fees (Allowance)	
1. Permit Preparation (Authorized)	4,985
2. ROW Acquisition Survey	NA
3. Topographic Survey and Parcel Descriptions (Authorized)	7,493
4. Environmental Issues	NA
5. Construction Observation Services	NA
6. Start-up Services	NA
7. Warranty Phase	2,148
8. Windstorm Services	5,961
9. Geotechnical Investigation (Authorized)	8,597
Sub-Total Additional Services Fees Authorized	29,184
Total Authorized Fee	\$110,168

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EXHIBIT A-1

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

**CITY OF CORPUS CHRISTI
POLICE VEHICLE IMPOUND YARD AND GARAGE PHASE 2 BOND 2012
CITY PROJECT NO. E12126**

TASK LIST

Phase I – Preliminary Design Phase

- 1) NA

Phase II – Final Design

- 1) FNI shall prepare a 60% review submittal of the Plans and Specifications for the Improvements.
- 2) Prepare a 100% review submittal of the Plans and Specifications for the Improvements.
- 3) Prepare contract documents and technical specifications using FNI standard documents. Include any specific requirements of the City of Corpus Christi.
- 4) Prepare final opinion of probable construction cost.
- 5) Submit plans and contract documents for FNI constructability review and QA/QC process. Make final modifications to plans.
- 6) Prepare five (5) sets of plans and contract documents for the OWNER to review at 60% and 100% completion. 100% plans shall be submitted, dated, and stamped "Not for Construction." Upon approval of the plans by the OWNER, the words "Not for Construction" shall be removed and the plans stamped "Issued for Bid" and dated. The Engineer will provide the OWNER five (5) copies of the "Issued for Bid" approved and dated plans and contract documents.

Phase III – Bid Phase

- 1) Assist OWNER in securing bids. Provide a copy of the notice to bidders for OWNER to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by OWNER.
- 2) FNI will print 1 set of Bid Documents and deliver to City.
- 3) Assist OWNER by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
- 4) Assist the OWNER in conducting a pre-bid conference for the construction projects and coordinate responses with OWNER. Response to the pre-bid conference will be in the form of addenda issued after the conference.

- 5) FNI will assist OWNER in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified (based on owner requirements) to construct the project. Recommend award of contracts or other actions as appropriate to be taken by OWNER.

Phase IV - Construction:

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described as follows. FNI will endeavor to protect OWNER in providing these services; however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for supervision of the contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the contractor or any subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

The OWNER agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

- 1) Assist OWNER in conducting pre-construction conference with the contractor, review construction schedules prepared by the contractor pursuant to the requirements of the construction contract.
- 2) Have surveyor re-establish project control points and benchmarks for contractor.
- 3) Establish communication procedures with the OWNER and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, construction schedule and pending and approved contract modifications.
- 4) Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
- 5) Make a maximum of one (1) monthly visits to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. The estimated construction time for this project is 9 months. Therefore, FNI will visit the site 9 times with 6 additional site visits as required (15 total). In this effort FNI will endeavor to protect the OWNER against defects and deficiencies in the work of contractors and will report any observed deficiencies to OWNER. Visits to the site in excess of the specified number are an additional service.
- 6) Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents. Coordinate the work of testing laboratories required for the testing or inspection of materials, witnessed tests, factory testing, etc.

for quality control of the Project. The cost of such quality control testing is not included in the services to be performed by FNI.

- 7) Process contract modifications and negotiate with the contractor on behalf of the OWNER to determine the cost and time impacts of change orders. Prepare change order documentation for approved changes for execution by the OWNER. Documentation of field orders, where cost to OWNER is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the OWNER are an additional service. Substitutions of materials or equipment or design modifications requested by the OWNER are an additional service.
- 8) Conduct, in company with OWNER's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the contractor(s).
- 9) Revise the construction drawings in accordance with the information furnished by construction contractor reflecting changes in the Project made during construction. Three (3) sets of prints of "Record Drawings" and one (1) CD with an electronic file copy of the plans in AutoCAD and contract documents in Word.

Phase V – Additional Services:

PERMITTING

- 1) Upon receiving authorization from the City to proceed, furnish to the City all engineering data and documentation necessary for all required governmental permits as identified in Exhibit A.
- 2) Prepare and submit permit applications and associated fees to the appropriate authorities as required to complete the project.

TOPOGRAPHIC SURVEY

- 1) Research horizontal and vertical controls.
- 2) Pre-plan control survey.
- 3) Set control points in the field.
- 4) Establish vertical control points (bench marks) and perform level loops.
- 5) Establish horizontal control on control points by GPS.
- 6) Perform topographic survey within proposal street project limits.

- 7) Perform topographic survey and associated cross-sections for proposed off-site drainage improvements.
- 8) Locate and tie-in known utilities and structures.
- 9) Download raw survey field data, copy field notes, reduce data and check results.

ENVIRONMENTAL ISSUES

- 1) (TBD)

CONSTRUCTION OBSERVATION SERVICES (NOT AUTHORIZED)

- 1) Provide construction observation services as authorized by the City in accordance with Exhibit 'A' of the Contract for Professional Services.
- 2) Conduct daily site visits to the project site during construction.
- 3) Prepare daily reports and coordinate site visits with FNI office staff.
- 4) Provide detailed coordination with City staff during construction.
- 5) Coordinate construction activities with materials testing laboratory.

WARRANTY PHASE

Upon receiving authorization from the City to proceed, conduct a maintenance guaranty inspection toward the end of the one-year period after acceptance of the project. Note defects requiring contractor action to maintain, repair, fix, restore, patch, correct or replace improvements under the maintenance guaranty terms of the construction contract. Document the condition and prepare a report for the City staff of the locations and conditions requiring action.

WINDSTORM SERVICES

Perform structural design in accordance with Texas Department of Insurance Windstorm Code. During construction perform inspections of critical structural items in order to provide documentation to TDI for building certification (WPI-8 certificate). File required forms with TDI for certification.

GEOTECHNICAL INVESTIGATION

Perform a subsurface investigation and laboratory testing program and provide pavement and geotechnical recommendations to include the following scope:

- a) Evaluate the subsurface soils within the limits of the proposed building by obtaining information on the in-situ soils and groundwater conditions and to provide foundation design and flexible and rigid pavement sections suitable for 20 and 30-year pavement designs.
- b) Provide soil parameters, trench excavation design parameters, OSHA soil type classification and recommendations needed by the contractor/engineer to design braced excavations for installation of underground utilities. In addition, prospective contractors will utilize the information provided in this report during the bidding process.

- e) Perform one boring to termination depth of 25-feet (within footprint of the building) and one boring to termination depth of 5-feet within the parking lot (Total Number of Borings: 3; Total Linear Feet of Drilling: 30 LF). The scope of work is provided below.

Scope of the Proposed Subsurface Investigation

- a) Coordination with Texas One Call to identify underground utilities in the proximity of the boring/core locations. The borings/cores will be relocated if necessary.
- b) Soil samples will be obtained at predetermined depths, unless subsurface conditions warrant additional sampling.
- e) The borings will be advanced to the depths specified above.
- f) Groundwater readings will be obtained during drilling and immediately upon completion of the drilling operations.
- g) After obtaining the delayed groundwater readings, the open boreholes will be backfilled with excess soils obtained during the drilling operations; the base material will be replaced in the boreholes and patched with cold mix.

Scope of Laboratory Testing Program

- Supplementary Visual Classification (ASTM D2487)
- Water Content Tests (ASTM D2216)
- Atterberg Limits Tests (ASTM D4318)
- Unconfined Compressive Strength Tests (ASTM D2166)
- Percent Material Finer Than The #200 Sieve Tests (ASTM D1140)
- Potential of Sulfate Attack on Concrete or Lime Stabilized Soil (Standard Method E300)

All phases of the laboratory testing program will be performed in general accordance with applicable ASTM Specifications. All field and laboratory test results will be included on the boring logs or provided in the report.

Geotechnical Engineering Report

In addition to the field and laboratory testing, a geotechnical engineering report will be prepared that includes a description of the field exploration and laboratory tests, boring logs, a discussion of the engineering properties of the subsurface materials encountered, trench excavation design parameters, OSHA soil type classification, utility trench recommendations, foundation design recommendations and pavement recommendations for the proposed project.

EXHIBIT "B"
INSURANCE REQUIREMENTS

Insurance Requirements

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

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

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

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

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

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

INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, save harmless the City of Corpus Christi, and its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the negligent performance of Consultant's services covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the sole or concurrent negligence of the City of Corpus Christi, its agents, servants, or employees or any other person indemnified hereunder.

COMPLETE PROJECT NAME

Project No. XXXX

Invoice No. 12345

Invoice Date:

	Contract	Amd No. 1	Amd No. 2	Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
Basic Services:								
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	750	0	0	0	0%
Construction Phase	2,500	0	1,000	3,500	0	0	0	0%
Subtotal Basic Services	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services:								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
Summary of Fees								
Basic Services Fees	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
Total of Fees	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%



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: Freese and Nichols

P. O. BOX: N/A

STREET ADDRESS: 800 N. Shoreline Blvd,
Suite 1600N CITY: Corpus Christi ZIP: 78401

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	Department (if known)	Job Title	and	City
<u>N/A</u>				

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
<u>N/A</u>	

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	Committee	Board, Commission or
<u>N/A</u>		

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
<u>N/A</u>	

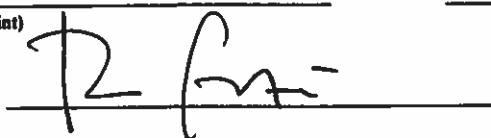
FILING REQUIREMENTS

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

CERTIFICATION

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

Certifying Person: Ron Guzman, P.E. Title: Principal
(Type or Print)

Signature of Certifying Person:  Date: 1.5.14

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.