

**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 (Executive Director of Public Works) and **Freese and Nichols, Inc.**, a Texas corporation, 800 N. Shoreline Blvd., Suite 1600N, Corpus Christi, Nueces County, Texas 78401, (Architect/Engineer – A/E), hereby agree as follows:

1. SCOPE OF PROJECT

Choke Canyon Dam Spillway Gate Rehabilitation (E14043) – Choke Canyon Dam is located in south Texas on the Frio River four miles west of Three River, Texas, and approximately 90 miles northwest of the City of Corpus Christi. The primary purpose of the reservoir is municipal and industrial water supply, and it also provides recreational and environmental benefits. The dam is comprised of a zoned earthen embankment, a reinforced concrete spillway with seven spillway tainter gates, and an outlet works structure near the center of the dam.

The spillway gates are of original construction; construction of the dam and appurtenant structures, including the spillway, occurred between 1976 and 1982. The gates have never been fully recoated.

In 2013, an inspection of the spillway gates and upstream stoplog slots was performed by Freese and Nichols, Inc.

Based on observations from the inspection, an assessment report was prepared and recommendations were made for rehabilitation of the gates. This report confirmed the findings of the United States Bureau of Reclamation inspections that have also identified the need for a new coating system to the seven spillway gates.

The next phase of the project will be to prepare contract documents for rehabilitation of the spillway gates, including such items as recoating, wire rope replacement, seal replacement, guide shoe refurbishment, and stoplog slot resurfacing.

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform professional 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 Executive Director of Public Works.

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 Executive Director of Public Works. 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 Executive Director of Public Works. 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 Executive Director of Public Works.

The Executive Director of Public Works 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 revised fee not to exceed **\$381,220.00 (Three Hundred Eighty-One Thousand Two Hundred Twenty Dollars and Zero Cents)**. Monthly invoices shall 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 Executive Director of Public Works. 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

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

RECOMMENDED

Operating Department Date

APPROVED AS TO LEGAL FORM

Assistant City Attorney Date
for City Attorney

APPROVED

Office of Management Date
and Budget

ATTEST

Rebecca Huerta, City Secretary

FREES AND NICHOLS, INC.

R. Guzman *8.26.14*

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

Project No: E14043
Fund Source No: 550950-4080-00000-E14043
Fund Name: Water CIP
Encumbrance No: _____

EXHIBIT "A"
CITY OF CORPUS CHRISTI, TEXAS

(CHOKE CANYON DAM – SPILLWAY GATE REHABILITATION)
(Project No. E14043)

1. SCOPE OF SERVICES

A. Basic Services

1. PRELIMINARY PHASE SERVICES:

Not Applicable.

2. DESIGN PHASE SERVICES:

Spillway Radial Gate and Stoplog Slot Rehabilitation

A. Project Management. Establish schedule, coordinate information between FNI and the City of Corpus Christi (City), and other efforts in support of this project. Coordinate Quality Control (QC)/Quality Assurance (QA) by Senior Management and Technical Staff consistent with FNI's established internal quality review processes. Facilitate internal kickoff meeting and coordinate conference calls for client kickoff meeting and progress meetings.

1. Attend and participate in a kickoff meeting with the City at the City's office to review the scope of the project, discuss roles and responsibilities, communication, budget, schedule, and specific project needs. Prepare meeting minutes for review and comment. Finalize meeting minutes based on input from meeting participants.

Deliverables:

- See Exhibit A-1

B. Construction Drawings. The construction drawings will serve as the

basis for preparation of quantity estimates, opinion of probable construction cost, technical specifications, and contract bid documents for use during construction.

Drawings and Plan Executive Summary will be submitted at a 90% complete level to City personnel for review. Drawings will be submitted as part of the overall contract documents at the 90% level.

The following specific tasks will be completed to develop the construction drawings for rehabilitation:

1. Modify designs as necessary for such items as removal of the existing coating, repair of the seven (7) spillway gates, re-coating, refurbishment of the guide shoes, replacement of the side and bottom seals, and other related work as recommended in the June 2013 Spillway Gate Inspection and Assessment Report for the spillway gates at Choke Canyon Dam prepared by FNI.
2. Develop details as necessary for such items as removal of the existing coating, repair of the upstream stoplog slots, re-coating, and other related work as recommended in the June 2013 Spillway Gate Inspection and Assessment Report for the spillway gates at Choke Canyon Dam prepared by FNI.
3. Prepare drawings in AutoCAD to describe the configuration and requirements for rehabilitation.
4. Coordinate drawings with the technical specifications so that work items and materials are covered in the specifications and compatible with notes on the drawings.
5. Perform three (3) site visits to discuss rehabilitation concepts and verify dimensions and existing conditions during the process of developing rehabilitation designs.
6. Calculate and estimate quantities for development of a bid schedule and opinion of probable construction cost.
7. Prepare 90% and Issue for Bid level drawings (include as part of the Contract Document package, refer to Section E – Contract

Documents).

Deliverables:

- See Exhibit A-1

C. Technical Specifications. Technical specifications will be prepared to describe the scope, materials, standards and procedures to which the work is to be performed for rehabilitation of the seven (7) spillway gates and stoplog slots. The technical specifications will be prepared as soon as the rehabilitation designs and drawings are advanced to a stage which provides an accurate description of the work involved. Environmental protection requirements will be included to make bidders aware of water quality regulations.

The technical specifications will include the requirements for furnishing materials and execution of the work. The technical specifications along with the instructions to bidders, general conditions, special conditions, bid forms, bid schedule, design drawings and reference drawings will form the final contract bid package.

Technical specifications will be submitted at a 90% complete level to City personnel for review. Technical specifications will be submitted as part of the overall contract documents at the 90% level.

Specific tasks will include the following:

1. Prepare table of contents for the technical specifications and submit to City personnel for review and comment.
2. Prepare technical specifications for rehabilitation procedures in accordance with Construction Specifications Institute (CSI) format and City standards, specifications and general conditions.
3. Coordinate technical specifications with drawings to ensure that notes, material designations, etc. are compatible.

4. Prepare 90% and Issue for Bid level technical specifications (include as part of the Contract Document package, refer to Section E – Contract Documents).

Deliverables:

- See Exhibit A-1

D. Opinion of Probable Construction Cost. Quantity estimates for all items of work will be included in the construction bid documents. An engineer's opinion of probable cost will be prepared to include unit costs for defined items of work and total costs for the rehabilitation of the seven (7) spillway gates and stoplog slots.

The Engineer's Opinion of Probable Construction Cost (OPCC) will serve as the basis for the City's decision on bidding and as the basis to compare and evaluate bids. The OPCC will take into consideration construction methods and techniques and construction schedules.

Specific tasks will include the following:

1. Prepare bid schedule of construction items and quantities for inclusion in bid documents.
2. Identify major cost items and prepare an OPCC estimate. The approach will be to define the equipment, material and manpower needed to accomplish the work and assign appropriate rates to each component included in the work item, and use past experience and engineering judgment to arrive at the estimated unit prices.
3. Prepare estimated construction schedule.

Deliverables:

- See Exhibit A-1

E. Contract Documents. The contract bid documents will enable the City to advertise for competitive bids for rehabilitation of the seven (7) spillway

gates and the stoplog slots. City standard format will be used for relevant advertisement, bidding, payment, general terms and conditions, and standard specifications, with technical specifications produced by the project team.

The following specific tasks will be completed to develop the contract documents:

1. The civil and structural technical specifications will be incorporated with the City's general conditions and other boiler plate sections including the following:
 - Notice to Bidders
 - Notice to Contractors
 - Contract Forms
 - General Provisions
 - Special Provisions
 - Standard Specifications
2. The draft contract documents, including General Provisions, Special Provisions and Standard and Technical Specifications will be assembled into a contract bid document with drawings, suitable for bidding and performance of the rehabilitation work and submitted to the City for review at 90% completion.
3. Submit 90% level contract documents to United States Bureau of Reclamation (USBR) personnel for review. This will include 90% level drawings and technical specifications. Receive and address comments in writing.
4. Submit 90% level contract documents to City personnel for review. Participate in a meeting at the City's office to discuss City and USBR comments on the 90% contract document package. Prepare meeting minutes, send out for City review, and finalize.
5. Incorporate USBR and City comments into the Issue for Bid contract documents.

Deliverables:

- See *Exhibit A-1*

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.

B. Additional Services

3. BID PHASE SERVICES:

Spillway Radial Gate and Stoplog Slot Rehabilitation

A. Support During Bidding Process. Providing support to City personnel during the bidding period will help ensure that the drawings and specifications are being interpreted in accordance with the designer's intent. Specific tasks will include the following:

1. Participate in the pre-bid conference and provide a meeting agenda for critical construction activities and elements impacted the project.
2. Assist the City in solicitation of bids by identification of prospective bidders and review of bids by solicited interests.
3. 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.
4. Attend bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendation concerning award of the contract.

5. 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.
6. Prepare PowerPoint presentation in City format for City Council Meeting.

Deliverables:

- See Exhibit A-1

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.

Deliverables:

- See Exhibit A-1

4. CONSTRUCTION PHASE SERVICES:

Spillway Radial Gate and Stoplog Slot Rehabilitation

Provide professional Construction Phase Services (CPS) to assist in

obtaining a completed project in accordance with the purpose and intent of the Construction Contract Documents. The overall construction schedule for the seven (7) spillway gates and stoplog slot rehabilitation is estimated to be 630 calendar days (approximately 21 months). Any effort directly or indirectly related to a time extension to the contractor and project duration will be an additional service for FNI. Also, any effort not included in this scope will be considered an additional service for FNI.

Upon completion of the bid and negotiation phases, FNI shall proceed with the performance of construction phase services as described below. FNI shall endeavor to protect the City 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.

A. Project Management.

1. Attend and participate in a pre-construction conference with the City and contractor, review construction schedules prepared for the Owner by the contractor pursuant to the requirements of the Construction Contract Documents, and review proposed estimate of monthly cash requirements of the project from information provided through the City by the contractor.
2. Establish communication procedures between the City and contractor. Establish E-Builder, FNI Construction Management software, as the electronic web-based project documentation management system for distributing submittals, submittal responses, and construction related documents.
3. Coordinate and/or cause the timely coordination (distribution, receipt and tracking) of project documents between all parties

including City, the contractor, FNI, and FNI's subcontractors/subconsultants as appropriate.

4. Assist the City in preparing monthly reports of construction progress for the USBR. Reports will describe construction progress in general terms and summarize the construction schedule, including pending and approved contract modifications.
5. Review and make recommendations to the City regarding contractor's progress payment requests.

B. Contractor Submittal Reviews. Review contractor's submittals throughout construction for consistency with plans, specifications, and project requirements, including the following:

1. 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 project. Recommend action to the City for all submittals. It is anticipated that submittal reviews will consist of the following:
 - a. Record Data/Certified Test Reports/Lab Test Reports – 8
 - b. Requests for information – 10
 - c. Schedule of Progress – 27
 - d. Submittals and Shop Drawings – 19
2. Provide technical information for inclusion in change orders or requests for quotes. Engineering analyses, plans, and specifications required to implement a change to the project design is considered an additional service and will be as agreed to by the City in writing prior to work being performed.
3. Review all contract modifications and field orders for conformance with the contract documents. Assist in negotiating contractor costs for design change orders. Prepare approvals of significant design modifications and substitutions of materials and provide written reports to the City.

Deliverables:

- See Exhibit A-1

C. Site Visits. Make visits appropriate to the stage of construction to the site to observe the progress and the quality of work and attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort, FNI shall endeavor to protect the City against defects and deficiencies in the work of the contractor and shall report any observed deficiencies or non-conforming work to the City.

1. Monthly Meeting Visits. Twenty one (21) Monthly Construction Progress meetings and construction site visits for the Engineer or Record, or his designee, immediately prior to, or subsequent of, progress meetings.
2. Additional Stoplog Slot Specific Site Visits. Two (2) site visits are reserved for special circumstances as required to support the construction of the project or as directed by the City.
3. Spillway Gate Site Visits. Twenty one (21) site visits are anticipated to perform inspection and coordination on the seven (7) spillway gates (3 per spillway gate, outside of other site visits). The third visit for each gate will include observation of wet and dry tests and serve as the substantial walkthrough inspection for each gate.
4. Additional Spillway Gate Site Visits. Six (6) site visits are reserved for special circumstances as required to support the construction of the project or as directed by the City.

Visits in excess of the specified number above in Items 1-4 are considered an additional service.

Deliverables:

- See Exhibit A-1

D. Completion Activities. Prepare Record Drawings and a project completion report as follows:

1. Revise the construction drawings in accordance with the information furnished by the contractor reflecting changes in the project made during construction. "Red Lines" will be developed and maintained by the contractor and approved by the City's inspector. Two (2) sets of prints of Record Drawings shall be provided by FNI to the City.
2. Prepare and submit a project completion report summarizing the construction phase observations by FNI.
3. Conduct, in company with the City, a one-year inspection (one day visit) of the project to evaluate the condition and performance of the spillway gates and stoplog slots. Provide a technical memorandum summarizing findings from the site observations.

Deliverables:

- See Exhibit A-1

The City staff will:

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

In addition, for all phases, basic or additional service, City will provide the following to FNI as applicable:

1. Coordinate participation of staff for project meetings and notify all parties of the time and place of the meeting;
2. Schedule conference calls and provide for notice of the time and method of connection to all parties;
3. Attend scheduled meetings;
4. Receive and review all critiques, comments, and documents submitted by FNI;
5. Distribute copies of draft documents to City staff for review and comment;
6. Facilitate pre-bid conference and provide access to the facilities during the pre-bid conference;

7. Facilitate pre-construction conference.

2. SCHEDULE

Spillway Radial Gate and Stoplog Slot Rehabilitation

A. A/E will provide Basic Services as shown below:

- 90% Contract Documents: Within 120 calendar days of receiving NTP.
- Issue for Bid Contract Documents: Within 35 calendar days of City and USBR comments on 90% level Contract Documents.

B. A/E will provide Additional Services as shown below:

- Site Visit Memorandums: Within 2 calendar days of site visit.
- Substantial Completion punch lists for each spillway gate: within 3 calendar days of each walkthrough.
- Record Drawings: Within 60 calendar days of receiving all approved "Red Lines" from contractor.
- Project Completion Report: Within 60 calendar days of issuance of certificate of completion.
- One Year Inspection Memorandum: Within 5 calendar days of site visit which will occur approximately 65 days prior to end of maintenance guaranty period.

Provide the services above authorized in addition to those items shown on Exhibit "A-1" Task List, which provides supplemental description to Exhibit "A". Note: The Exhibit "A-1" Task List does not supersede Exhibit "A".

SCHEDULE

Date	Activity
November 3, 2014	NTP
March 2, 2014	90% submittal
April 6, 2015	City/USBOR Review
May 11, 2015	100% Final Submittal
May 25, 2015	Advertise for Bids
June 3, 2015	Pre-Bid Conference

June 17, 2015	Receive Bids
July 28, 2015	Contract Award
August 28, 2015	Begin Construction
June 30, 2017	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 with City’s 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:

C. Summary of Fees

Fee for Basic Services	
1. Preliminary Phase	N/A
2. Design Phase	\$ 192,540
Subtotal Basic Services Fees	\$ 192,540
Fee for Additional Services	
3. Bid Phase	\$ 16,300
4. Construction Phase	\$ 172,380
Subtotal Additional Services Fees	\$ 188,680
Total Authorized Fee	\$ 381,220

EXHIBIT “A-1” TASK LIST

(Provides supplemental description to Exhibit “A”. Exhibit “A-1” Task List does not supersede Exhibit “A.”)

CITY OF CORPUS CHRISTI, TEXAS CHOKE CANYON DAM – SPILLWAY GATE REHABILITATION (Project No. E14043)

Basic Services:

Spillway Radial Gate and Stoplog Slot Rehabilitation

- 1) Project Kickoff Meeting - Provide (1) electronic copy (.pdf) of the final meeting minutes
- 2) Technical Specifications Table of Contents (TOC) - Provide (1) electronic copy (.pdf) of the TOC.
- 3) 90% Review Submittal – Provide (5) hardcopies and (1) electronic copy (.pdf) of the drawings/specifications/other contract documents and Plan Executive Summary to include Opinion of Probable Construction Costs (OPCC)
- 4) 90% Review Meeting – Provide (1) electronic copy (.pdf) of the final meeting minutes
- 5) Issued for Bid Submittal – Provide (5) hard copies and 1 electronic copy (.pdf) of the Bid Set and OPCC

Additional Services:

Spillway Radial Gate and Stoplog Slot Rehabilitation

- 6) Bid Support – Provide a pre-bid meeting agenda and provide RFI response or addenda in response to questions from contractors
- 7) Bid Support – Provide (1) electronic copy of the Bid Tabulation
- 8) Bid Support – Provide (1) electronic copy of a written award recommendation based on bid evaluations
- 9) Construction Support – Provide contractor submittal review comments and responses

- 10) Construction Support – Provide monthly construction progress reports
- 11) Construction Support – Provide (1) electronic copy of site visit memoranda after site visits
- 12) Construction Support – Provide (1) electronic copy of the substantial completion punch list
- 13) Construction Support – Provide (1) electronic and (3) hard copies of record drawings
- 14) Construction Support – Provide (1) electronic and (3) hard copies of the project Completion Report
- 15) Construction Support – Provide (1) electronic and (3) hard copies of the one-year inspection technical memorandum

EXHIBIT "B"
MANDATORY INSURANCE REQUIREMENTS & INDEMNIFICATION
FOR A/E PROFESSIONAL SERVICES/CONSULTANT SERVICES
(Revised November 2013)

- 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, 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, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates	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	\$1,000,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY to included 1. Owned vehicles 2.. Hired – Non-owned vehicles	\$1,000,000 COMBINED SINGLE LIMIT
PROFESSIONAL LIABILITY including: Coverage provided shall cover all employees, officers, directors and agents 1. Errors and Omissions	\$1,000,000 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	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, 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, 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. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
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 of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

INDEMNIFICATION AND HOLD HARMLESS

Consultant agrees to indemnify, save harmless and defend 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 the negligent performance of Consultant's services in connection with the work 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	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
Basic Services:								
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	750	0	0	0	0%
Construction Phase	2,500	0	1,000	3,500	0	0	0	0%
Subtotal Basic Services	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services:								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
Summary of Fees								
Basic Services Fees	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
Total of Fees	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%



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, CITY: Corpus Christi ZIP: 78401
Suite 1600N

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	Board, Commission or Committee
<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.