

**AMENDMENT NO. 10
TO CONTRACT FOR
PROFESSIONAL SERVICES**

The City of Corpus Christi, Texas hereinafter called "CITY", and **Freese and Nichols, Inc.** agree to the following amendment to the Contract for Professional Services for **Garwood Water Supply Project (Project No. 8424)**, as authorized and amended by:

Original Agreement	October 28, 2003	Motion No. M2003-394	\$116,100.00
Amendment No. 1	October 19, 2004	Motion No. M2004-387	\$285,490.00
Amendment No. 2	December 18, 2007	Motion No. M2007-334	\$911,997.00
Amendment No. 3	March 11, 2009	Administrative Approval	\$0.00
Amendment No. 4	March 9, 2010	Motion No. M2010-051	\$9,676,590.00
Amendment No. 5	November 30, 2011	Administrative Approval	\$0.00
Amendment No. 6	January 14, 2012	Administrative Approval	\$49,940.00
Amendment No. 7	April 24, 2013	Administrative Approval	\$49,822.00
Amendment No. 8	May 29, 2013	Administrative Approval	\$49,900.00
Amendment No. 9	July 30, 2013	Motion No. 2013-125	\$195,664.00

Amendment No. 10 revises the project scope for **Mary Rhodes Pipeline Phase 2 (Project No. E10008)** to the Garwood Water Supply Project as follows:

Exhibit "A", Section 1. Scope of Services, Part B. Additional Services, shall be modified to include Construction Management and Construction Observation Services as specified in Amendment No. 10 Exhibit "A".

Exhibit "A", Section 2. Schedule, shall be modified as specified in the attached Amendment No. 10 Exhibit "A", Schedule.

Exhibit "A", Section 3. Fees, shall be modified as specified in Amendment No. 10 Exhibit "A" for a revised fee not to exceed **\$3,965,785.00 (Three Million Nine Hundred Sixty-Five Thousand Seven Hundred Eighty-Five Dollars and Zero Cents)**, for a total restated fee not to exceed **\$15,301,288.00 (Fifteen Million Three Hundred One Thousand Two Hundred Eighty-Eight Dollars and Zero Cents)**. Monthly invoices shall be submitted in accordance with Exhibit "B".

Exhibit "A-1", Task List, shall be modified as specified in Amendment No. 10 Exhibit "A-1".

Exhibit "A-2", includes a construction management overview and team roles.

All other terms and conditions of the October 28, 2003 contract and amendments between the City and Freese and Nichols, Inc. will remain in full force and effect.

CITY OF CORPUS CHRISTI

Mark Van Vleck, P.E., (Date)
Interim Assistant City Manager
for Public Works & Utilities

RECOMMENDED

Nathan Prof *Fony* *2.10.14*

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

[Signature] *2.10.2014*

Operating Department (Date)

APPROVED

Office of Management and Budget (Date)

ATTEST

City Secretary

Project No: E10008
Fund Source No: 550950-4095-00000-E10008
Fund Name: Water 2014 CIP
Encumbrance No: _____

FREASE AND NICHOLS, INC.

R. Guzman *2.7.14*

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

ENTERED

FEB 07 2014 *[Signature]*

CONTRACT MANAGER

EXHIBIT "A"
CITY OF CORPUS CHRISTI, TEXAS

Mary Rhodes Pipeline, Phase 2
(City Project No. E10008)

I. SCOPE OF SERVICES

A. ADDITIONAL SERVICES

This section defines the scope of additional services that may only be included as part of this contract if authorized by the Director of Engineering Services. A/E may not begin work on any services under this section without specific written authorization 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 shall, with written authorization by the Director of Engineering Services, perform the following:

12. Construction Observation Services.

Construction Management

Freese and Nichols (CM Team) will provide Construction Management (CM) services to the City of Corpus Christi (OWNER) for its Mary Rhodes Pipeline, Phase 2 Project. The project will be constructed utilizing two separate construction contracts:

- River Pump Station, Booster Pump Station and Sedimentation Basin Construction Contract (16 months)
 - It is anticipated that the Contractor will self-perform the majority of the pump station construction work, but will subcontract the earthwork and soil cement at the sedimentation basins.
 - It is anticipated that the normal work schedule will be 10-12 hours per day (sun up to sundown), 6 days per week. This will vary somewhat, particularly at the beginning of the project and depending upon weather conditions.
- Pipeline Section A, Pipeline Section B, Pipeline Section C/Ground Storage Tank/Lake Texas Tie-in Piping Construction Contract (14 months)
 - It is anticipated that the Contractor will self-perform the installation of Section C of the pipeline with one crew, and installation of all of the system tie-in piping with a separate crew; but will subcontract Section A of the pipeline to one subcontractor, Section B to a second subcontractor, and the ground storage tank to a third subcontractor.
 - It is anticipated that the normal work schedule will be approximately 12 hours per day (sun up to sundown), 6 days per week. During the summer months, the schedule might be expanded to be 13-14 hours per day. This will vary somewhat, particularly at the beginning of the project and depending upon weather conditions.

CM services (including cost for labor, Subconsultant, and direct non-labor expenses) will be provided as follows:

- Construction Management and Contract Administration of all construction required by both construction contracts (16 month total construction duration)
- Construction Materials Quality Assurance Testing (soil densities, concrete cylinders, pipe joint welding, pipe coating, pipe corrosion protection)
- On-Site representation providing continuous monitoring of construction activities separate from regular site visits made by the Design Team
- On-Site representation on River Pump Station, Booster Pump Station and Sedimentation Basin Construction Contract (16 month total construction duration)
 - One full time representative on-site for 16 months at 50 hours per week for Month 1, 60 hours per week for Months 2-14, and 50 hours per week for Months 15-16 (FNI employee)
 - One full time representative on-site for 15 months at 50 hours per week for Months 1-2, 60 hours per week for Months 3-14, and 50 hours per week for Month 15 (FNI employee)
 - One full time clerk on-site for 14 months at 40 hours per week (subconsultant RH Shackelford)
- On-Site representation on Pipeline Section A, Pipeline Section B, Pipeline Section C/Ground Storage Tank/Tie-in Piping Construction Contract (14 month total construction duration)
 - *Pipeline Section A – Full time representation provided by other consultant (AGCM) under separate contract with Owner (Not in Freese and Nichols Scope)*
 - *Pipeline Section B – Full time representation provided by other consultant (AGCM) under separate contract with Owner (Not in Freese and Nichols Scope)*
 - Pipeline Section C – One full time representative on-site for 12 months at 50 hours per week for Months 1-2, 60 hours per week for Months 2-10, and 50 hours per week for Months 11-12 (subconsultant RH Shackelford)
 - Ground Storage Tank/Tie-in Piping – One full time representative on-site for 14 months at 50 hours per week for Months 1-2, 60 hours per week for Months 3-13, and 50 hours per week for Month 14 (FNI employee)
 - Overall Pipeline Inspection Coordination/Additional Inspection – One representative on-site 3 weeks per month for 14 months at 55 hours per week (FNI employee)
- Expenses
 - Fee includes project related sub-contract expenses for subconsultant services associated with the CM Services listed above.
 - Fee includes project related direct non-labor expenses associated with the CM Services listed above. CM Services expenses include lodging and travel costs; communication costs (cell phones, delivery charges, postage, etc.); and other miscellaneous direct costs required to provide the listed CM Services.

CM Team tasks will be performed in conjunction with the requirements of the construction contract documents and are generally outlined below. These tasks will be performed to provide more extensive representation at the Project site during the construction phase than the tasks listed under Item 1.A.5 *Construction Phase* in the Scope of Services included with Amendment No. 4 dated March 16, 2010. The tasks listed in this scope do not conflict or overlap with those listed in Amendment No. 4. Rather, the CM Team will perform these tasks with support from the Design Team where applicable.

1. CONSTRUCTION MANAGEMENT (CM) TEAM MANAGEMENT - Coordinate and manage entire CM Team providing CM services including all Freese and Nichols staff on-site, Freese and Nichols subconsultant staff including on-site inspection and construction materials testing personnel, AGCM staff on-site, and any OWNER inspection staff assigned to the project. Note that AGCM will have a separate contract with OWNER for on-site observation services related to Pipeline Section A and Pipeline Section B, and will not be included as a subconsultant to Freese and Nichols.
2. COMMUNICATION
 - a. Establish communication procedures and protocol with the OWNER, Contractors, Design Team, and CM Team. Submit monthly reports, with Design Team input as needed, of construction progress to OWNER. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule, pending and approved contract modifications, change order status, and major outstanding issues.
 - b. Conduct pre-construction conferences with the OWNER and Contractors. Prepare detailed agendas (including recommended items from the Design Team related to critical construction activities and elements impacting the project), and minutes related to these meetings.
 - c. Conduct bi-weekly construction progress meetings with OWNER, Contractors, and CM Team to exchange information regarding progress of construction, status of submittals, status of modifications, and to address any project related issues. Prepare agenda and minutes related to these meetings.
 - d. Conduct monthly project meetings with OWNER, Contractors, and CM Team to provide overview of progress of construction and to discuss any major project issues. Intent of this meeting is for additional City personnel various departments to attend as desired without having to be involved in the bi-weekly meetings where specific project details are discussed.
3. SCHEDULE MANAGEMENT - Review baseline and monthly construction progress schedules prepared by the Contractors. Monitor progress of actual work completed relative to planned progress and address any identified schedule slippage or other anomalies with Contractors.
4. COST MANAGEMENT - Review proposed schedule of values and payment request format prepared by Contractors. Coordinate with OWNER and Contractors to establish a basis and procedure for review of monthly quantities of work in place and payment requests. Based on CM Team's observations of ongoing construction during visits to the site, review the payment requests and supporting documentation submitted by Contractors, determine the amount that CM Team recommends Contractors be paid on monthly and final payment requests. Prepare a proposed estimate of monthly cash flow requirements of the Project from information provided by the Contractors. Update monthly and include with monthly reports submitted to OWNER.

5. DOCUMENT MANAGEMENT - Establish and maintain an electronic project management information system (PMIS) for use by OWNER, Contractors, Design Team, and CM Team. Manage the processing of Contractors submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Receive Contractor submittals including requests for information, modification requests, shop drawings, schedules, field and laboratory tests, O&M Manuals and other submittals. CM Team will perform initial, cursory or detailed reviews of submittals when appropriate, and will transmit submittals to Design Team and/or OWNER for the detailed review and response confirming conformance of the submittals to the contract documents. Monitor the progress of the Contractors in sending and processing submittals and of the Design Team in reviewing and responding to submittals, to verify that documentation is being processed in accordance with schedules.
6. QUALITY ASSURANCE
 - a. 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. In this effort the CM Team will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors, and will prepare Daily Construction Reports to be submitted to OWNER documenting observations made including any observed deficiencies.
 - b. Notify the Contractor of non-conforming work observed by CM Team or by Design Team during site visits. Review quality related documents provided by the Contractor such as test reports, equipment installation reports or other documentation required by the construction contract documents.
 - c. Coordinate the work of materials testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc., for quality control of the Project. The cost of on-site materials quality assurance testing is included in this scope, but other specified quality control functions are the responsibility of the Contractors and are not included in this scope.
7. ISSUES MANAGEMENT - Provide initial interpretation of the drawings and specifications and coordinate with Design Team to develop official interpretation for OWNER and Contractors.
8. CHANGE MANAGEMENT
 - a. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the Contractors on behalf of the OWNER to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the OWNER. Documentation of field orders, where cost to OWNER or time 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 Contractors and approved by the OWNER are not included in this scope.

- b. Prepare documentation for contract modifications required to implement modifications in the design of the project. Coordinate with Design Team for technical review and approval of any design modifications, and preparation of all technical design modifications including having the Engineer of Record seal affixed. Receive and evaluate notices of Contractor claims and make recommendations to the OWNER on the merit and value of the claim on the basis of information submitted by the Contractors or available in project documentation. Endeavor to negotiate a settlement value with the Contractors on behalf of the OWNER if appropriate.
9. MATERIAL TRANSFER - Manage and coordinate the transfer of and acceptance by the Contractors of any OWNER furnished equipment or materials.
 10. FACILITY START-UP – Manage and coordinate facility start-up activities. Provide on-site services and verification for all start up procedures during actual start up of major Project components, systems, and related appurtenances if needed and required. Receive and review commissioning and start-up plans from Contractors. Coordinate with OWNER, Design Team personnel, and Contractors to facilitate proper scheduling of these activities. Monitor the provision of O&M manuals and OWNER training for conformance to the contract documents.
 11. QUALITY MANAGEMENT
 - a. When Contractors request that substantial completion be granted for the Projects (or applicable portions thereof), CM Team will conduct, in company with OWNER's representative and Design Team representatives as appropriate, a review of the Projects for conformance with the design concept of the Projects and general compliance with the construction contract documents. Coordinate with Design Team as appropriate regarding any reviews of the work by it that are deemed necessary. Prepare a list of deficiencies to be corrected by the Contractors before recommendation of substantial completion is granted and/or any partial release or reduction of retainage is made. Prepare certificate of substantial completion with a list of items of work to be completed by Contractors prior to final completion.
 - b. Conduct, in company with OWNER's representative and Design Team representatives as appropriate, a final review of the Projects for conformance with the design concept of the Projects and general compliance with the construction contract documents. Coordinate with Design Team as appropriate regarding any reviews of the work by it that are deemed necessary. Prepare a list of deficiencies to be corrected by the Contractors before recommendation of final payment. Assist the OWNER in obtaining legal releases, permits, warranties, spare parts, O&M manuals, as-built drawings, and keys from the Contractors. Review submittals and other documents, and make recommendation for final payment to Contractors when appropriate.

12. RECORD MANAGEMENT – Receive and review as-built drawings from Contractors. Transmit drawings and other documents as needed to Design Team for preparation of “Record Drawings”, indicating locations of project elements and final built conditions of project components. Drawings prepared by incorporating CM Team field notes, Contractor field notes and OWNER field notes taken at the project during the construction process.

CM Team will endeavor to protect OWNER in providing this scope of services. However, it is understood that CM Team does not guarantee the Contractor’s performance, nor is CM Team responsible for supervision of the Contractors’ operations and employees. The CM Team shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractors, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractors or any Subcontractor. The CM Team shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project sites or otherwise performing any of the work on the Projects.

13. WARRANTY MANAGEMENT – Receive and review all warranty documentation from Contractors, and review for conformance with the contract documents. Develop a warranty period protocol with OWNER and Contractors to address items of work that are discovered to need corrective action during this period. Provide a maintenance guaranty inspection toward the end of the one-year period after acceptance of the Project. Prepare a report documenting observations during this inspection and make recommendations to OWNER regarding corrective actions. Communicate corrective work requirements to Contractors, and coordinate correction work schedule with OWNER and Contractors. Perform inspection of corrective work to verify conformance to the contract documents.

Additional Services

1. Construction Management services beyond the project duration identified in this scope.
2. Management and review of excessive re-submittals or submittals for substitutions and other deviations from the construction contract documents proposed by the Contractors will be addressed as follows:
 - a. CM Team will track and document all staff time spent in shop drawing or submittal review past the second submission of shop drawing or project submittals by the Contractors, allowing OWNER to invoice the Contractors for additional shop drawing or submittal review time spent by CM Team. This effort will be noted as an offsets and be deducted from Contractor payment requests per the General Conditions of the Contract Documents.
 - b. CM Team will track and document all staff time spent in shop drawing or submittal review related to substitutions proposed by Contractors for use of systems or products not specified, allowing OWNER to invoice the Contractor for shop drawing or submittal review time spent by CM Team. This effort will

be noted as an offsets and be deducted from Contractor payment requests per the General Conditions of the Contract Documents.

3. Investigations, analyses, and studies requested by the Contractors and approved by OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications. (See Additional Services Item 1)
4. Substitutions of materials or equipment or design modifications requested by the OWNER.
5. Review and/or evaluation of contractor claim(s), supported by causes not within the control of CM Team.
6. Any miscellaneous services or other assistance to the Owner not specifically identified in this scope.

II. SCHEDULE

Freese and Nichols will provide Construction Management Services to the City of Corpus Christi for its Mary Rhodes Pipeline, Phase 2 Project for duration of 70 weeks from the date Contractors are issued Notices to Proceed (NTP) which is anticipated to be in March 2014. This schedule for Construction Management Services is based on the following the project schedules:

- River Pump Station, Booster Pump Station and Sedimentation Basin Construction Contract
 - 413 calendar days from NTP to Substantial Completion
 - 60 calendar days from Substantial Completion to Final Completion
- Pipeline Section A, Pipeline Section B, Pipeline Section C/Ground Storage Tank/Lake Texas Tie-in Piping
 - 365 calendar days from NTP to Substantial Completion
 - 60 calendar days from Substantial Completion to Final Completion

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".

III. 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:

Summary of Fees

TASK	Description	Fee
Original Contract – Phase 1		
I.A.1	Screening Study of Delivery Options	\$116,100.00
I.A.2	Detailed Study of Delivery Options	TBN
I.A.3	Pipeline Route Study	TBN
I.A.4	Pipeline Surveying, Easement Acquisition, and Permitting	TBN
I.A.5	Pipeline Topographic Survey and Preliminary Design	TBN
I.A.6	Final Design Phase	TBN
I.A.7	Bid, Award, and Construction	TBN
	Original Contract Fee	\$116,100.00
Amendment No. 1 – Phase 2		
2.A	Detailed Study of Delivery Option 5	\$152,532
2.B	Detailed Study of Delivery Option 1	\$64,328
2.C	Detailed Study of Delivery Option 6	\$68,630
	Amendment No. 1 Fee	\$285,490
Amendment No. 2 – Phase 2A		
2A-0001	Field Studies	
2A.1.A	–Ownership Mapping	\$ 20,631
2A.1.B	–Risk Analysis	\$ -
	Prepare Risk Analysis	\$ 5,853
	Risk Analysis Workshop (in CC)	\$ 4,533
2A.1.C	Field survey of West Mustang Creek	\$ 46,922
2A.1.D	–West Mustang Creek Habitat Assessment	\$ 34,272
2A.1.E	–Coordination Re-Calib. Of Gannado Gauging Station	\$ 6,168
2A.1.F	–Summary	\$ -
	Prepare Task Summary	\$ 11,650
	Task Summary Workshop (in CC)	\$ 8,383
	Total Fee by Classification	\$ 138,411
2A-0002	LCRA Agreement	
2A.2.A	–Agreement Framework	\$ -
	Prepare Framework	\$ 12,695
	Submit Framework	\$ 431
	Schedule Framework Meeting	\$ 451
2A.2.B	–Framework Meeting (Garwood)	\$ 7,235

2A.2.C	–Prepare Draft LCRA Agreement	\$ 10,525
2A.2.D	–Draft LCRA Agreement Workshop (Garwood)	\$ 6,366
2A.2.E	Prepare Final Agreement	\$ 8,740
2A.2.F	Task – Execute Agreement (1 meeting Austin, 1 meeting Corpus Christi)	\$ 8,151
2A.2.G	–Task 2 Summary	\$ 14,675
	Total Fee by Classification	\$ 69,268
2A-0003	LNRA Agreement	
2A.3.A	–Agreement Framework	\$ -
	Prepare Framework	\$ 13,025
	Submit Framework	\$ 431
	Schedule Framework Meeting	\$ 451
2A.3.B	–Framework Meeting (Edna)	\$ 7,191
2A.3.C	–Prepare Draft Agreement	\$ 10,525
2A.3.D	–Draft LNRA Agreement Review Workshop (Edna)	\$ 7,191
2A.3.E	–Regulatory Coordination (2 meetings Austin)	\$ 10,137
2A.3.F	–Prepare Final LNRA Agreement	\$ 6,815
2A.3.G	–Execute Agreement (1 meeting Edna, 1 meeting Austin)	\$ 11,360
2A.3.H	–Task 3 Summary	\$ 14,125
	Total Fee by Classification	\$ 81,250
2A-0004	Permitting and Agency Coordination	
2A.4.A	–Coord w/ TPWD re: GSM Permit (2 meetings Austin)	\$ 3,737
2A.4.B	–Coord w/ TPWD re: LNRA Inflow/Release Agreement (3 meetings Austin)	\$ 5,156
2A.4.C	–Coord w/ TCEQ re: Bed and Banks Permit (3 meetings Austin)	\$ 7,104
2A.4.D	–Coord w/ TGLO re: Bed and Banks Permit (3 meetings Austin)	\$ 7,104
2A.4.E	–Coordination with TCEQ and TWDB re: Regional Water Planning (2 meetings Austin)	\$ 1,437
2A.4.F	–Regional Water Planning Group Coordination (1 meeting Austin, 1 meeting Corpus Christi)	\$ 2,979
2A.4.G	–Monitor LCRA/SAWS Project (2 meetings Garwood)	\$ 6,437
2A.4.H	–USACE Coord (1 meeting Galveston)	\$ 8,253
2A.4.I	–TPDES Coordination (1 meeting Austin)	\$ 6,566
2A.4.J	–Landowner Issues and Communications (3 meetings Edna)	\$ 20,785
2A.4.K	–Meet w/ Environmental Groups	\$ -
	Prepare Exhibits	\$ 13,093
	Meeting 1	\$ -
	Plan	\$ 501
	Schedule	\$ 471
	Prepare for Meeting	\$ 3,745
	Attend Meeting (Austin)	\$ 2,376

	Meeting 2	\$ -
	Plan	\$ 501
	Schedule	\$ 471
	Prepare for Meeting	\$ 3,745
	Attend Meeting (Austin)	\$ 2,376
	Meeting 3	\$ -
	Plan	\$ 501
	Schedule	\$ 471
	Prepare for Meeting	\$ 3,745
	Attend Meeting (Edna)	\$ 3,591
2A.4.L	-Task 4 Summary	\$ 16,070
	Total Fee by Classification	\$ 121,216
2A-0005	Permitting Activities	
2A.5.A	-Bed and Banks Permit Application	\$ -
	Prepare Permit	\$ 20,655
	Submit Permit	\$ 6,360
	Agency Review	\$ 8,115
	Permit Approval	\$ 5,203
2A.5.B	-Prepare Amendment to TPWD/LNRA Inflow & Release Agreement	\$ -
	Develop Amendment Framework	\$ 3,815
	Meet with LNRA and TPWD to develop amendment outline (1 mtg Edna)	\$ 4,441
	Develop Draft Amendment	\$ 4,075
	Meet with LNRA and TPWD to review Draft Amendment (1 mtg Edna)	\$ 4,441
	Prepare Final Amendment	\$ 3,735
	Obtain Written Approval (1 mtg Austin, 1 mtg Edna)	\$ 6,540
2A.5.C	-Water Right Amendment Application	\$ -
	Prepare Permit	\$ 10,815
	Submit Permit	\$ 961
	Agency Review	\$ 4,210
	Permit Approval	\$ 1,023
2A.5.D	-Monitor Permit Application Status	\$ 2,045
2A.5.E	-Regulatory Agency Coord During Permit App Process	\$ 2,945
2A.5.F	-Develop Supporting Info for Region N Amendment	\$ 5,130
2A.5.G	-Coordinate Region N Amendment (2 meetings CC)	\$ 11,475
2A.5.H	-Amend Water Conservation/Drought Management Plan	\$ -
	Prepare Draft Amendment	\$ 3,408
	Plan Workshop (CC)	\$ 4,533
	Submit Draft Amendment	\$ 1,120

	City Review of Draft Amendment	\$ -
	Review Workshop (CC)	\$ 4,533
	City Review Complete	\$ -
	Incorporate City Comments/Prepare Final Amendment	\$ 3,535
	City Council Approval of Final Amendment (CC)	\$ 4,533
2A.5.F	-Task 5 Summary	\$ 15,227
	Total Fee by Classification	\$ 142,870
2A-0006	Conceptual Facility Design	
2A.6.A	-GIC Facility Requirement Workshop	\$ 330
	Schedule Workshop	\$ 681
	Conduct Workshop (Garwood)	\$ 6,393
2A.6.B	-Concept Design of GIC Canal System Improvements	\$ 4,800
2A.6.C	-Concept Design of West Mustang Creek Div. Structure	\$ 4,800
2A.6.D	-Design Review Workshop	\$ -
	Schedule Workshop	\$ 681
	Conduct Workshop (Garwood)	\$ 6,393
2A.6.E	-W. Mustang Creek Gauging Facility Workshop	\$ 6,900
	Schedule Workshop	\$ 681
	Conduct Workshop (Edna)	\$ 4,193
2A.6.F	-Concept Design, W. Mustang Creek Gauging Facility	\$ 3,960
2A.6.G	-W. Mustang Creek Gauging Facility Workshop	\$ -
	Schedule Workshop	\$ 681
	Conduct Workshop (Edna)	\$ 6,393
2A.6.H	-Task Summary	\$ 10,275
	Total Fee by Classification	\$ 57,164
2A-0007	Mary Rhodes Pipeline Assessment	
2A.7.A	-Data Collection and Review	\$ 8,648
2A.7.B	-Facilities Site Visit	\$ 23,266
2A.7.C	-Task Kickoff Workshop (Corpus Christi)	\$ 8,605
2A.7.D	-Pump Station Assessment	\$ 17,008
2A.7.E	-SCADA System Assessment	\$ 11,840
2A.7.F	-Operational Integration of Garwood Water	\$ 6,200
2A.7.G	-Alternatives Identification and Screening	\$ 27,613
2A.7.H	-Alternative Control Strategies	\$ 11,335
2A.7.I	-Recommended Mary Rhodes Pipeline Improvements	\$ 6,205
2A.7.J	-Task 7 Summary	\$ -
	Prepare Summary	\$ 16,200
	Attend Workshop	\$ 5,768
	Total Fee by Classification	\$ 142,686

2A-0008	Task 8 – Phase 2A Report	
2A.8.A	–Prepare Draft Report	\$ -
	Prepare Report	\$ 25,656
	Submit Draft Report to City for Review	\$ 1,292
	City Review of Draft Report	\$ -
	City Review Complete	\$ -
2A.8.B	–Prepare Draft Report Presentation	\$ 7,112
2A.8.C	–Draft Report Workshop (Corpus Christi)	\$ 9,169
2A.8.D	–Draft Report Comments Meeting (Corpus Christi)	\$ 9,169
2A.8.E	–Prepare Final Report	\$ 10,321
2A.8.F	–Final Report Presentation (up to 3 meetings in Corpus Christi)	\$ 34,669
		\$ 97,388
2A-0009	Project Management	
2A.9.A0BC1	Task 9.A–Project Schedule	\$ 10,060
2A.9.B0BC2	Task 9.B–Progress Reports and Invoices	\$ 23,342
2A.9.C0BC3	Task 9.C–Phase 3 Scoping	\$ 28,343
	Total Fee by Classification	\$ 61,744
	Amendment No. 2 Fee	\$ 911,997
Amendment No. 3		
2A-0005	Task 5 - Permitting Activities (Deleted in its Entirety)	\$ -142,870
2A-0008	Task 8 – Phase 2A Report (Deleted in its Entirety)	\$ -97,388
3-00010	Task 10 - Garwood Alignment Study Scope of Work	
3-0010.1	Data Collection	\$ 49,709
3-0010.2	Preliminary Hydraulic Study	\$ 21,975
3-0010.3	Preliminary Environmental Review	\$ 60,294
3-0010.4	Preliminary Route Analysis	\$ 45,364
3-0010.5	Final Route Analysis	\$ 62,916
	Amendment No. 3 Fee	\$ 0
Amendment No. 4		
1	Study Phase	\$ 0
2	Preliminary Phase	\$ 1,514,814
3	Design Phase	\$ 3,068,522
4	Bid Phase	\$ 102,000
5	Construction Phase	\$ 1,200,000
A - 1	Permitting	\$ 267,414
A – 2	ROW Acquisition Survey	\$ 350,000

A - 3	Topographic Survey	\$ 891,165
A - 4	Subsurface Utility Exploration	\$ 286,000
A - 5	Aerial Photography	\$ 23,750
A - 6	Corrosion Engineering	\$ 122,768
A - 7	Surge Analysis	\$ 104,181
A - 8	Geotechnical Investigation	\$ 312,737
A - 9	Archeological Investigation	\$ 184,650
A - 10	Hydraulic Modeling	\$ 37,398
A - 11	ROW Acquisition	\$ 1,060,601
A - 12	Construction Observation Services	\$ TBD
A - 13	Start-Up Services	\$ TBD
A - 14	O&M Services	\$ 150,590
A - 15	Warranty Phase	\$ TBD
A - 16	Provide SCADA Documentation	\$ TBD
	Amendment No. 4 Fee	\$ 9,676,590
Amendment No. 5		
2	Preliminary Phase	\$ 0
3	Design Phase	\$ 183,179
4	Bid Phase	\$ 82,814
A - 1	Permitting	\$ 53,696
A - 3	Topographic Survey	\$ 37,035
A - 4	Subsurface Utility Exploration	\$ -121,045
A - 8	Geotechnical Investigation	\$ 18,749
A - 9	Archeological Investigation	\$ -87,808
A - 10	Hydraulic Modeling	\$ 36,102
A - 11	ROW Acquisition	\$ -202,722
	Amendment No. 5 Fee	\$ 0
	Total Fee	\$10,990,177
Amendment No. 6		
2	Preliminary Phase	\$ 2,340
A - 11	ROW Acquisition	\$ 47,600
	Amendment No. 6 Fee	\$ 49,940
	Total Fee	\$11,040,117
Amendment No. 7		
	Study Phase	\$ 49,822
	Amendment No. 7 Fee	\$ 49,822
	Total Fee	\$ 11,089,939

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EXHIBIT "A"

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Amendment No. 8		
A-4	Subsurface Utility Exploration	\$ 49,900
	Amendment No. 8 Fee	\$ 49,900
	Total Fee	\$ 11,139,839
Amendment No. 9		
3	Design Phase	
	Monthly Meetings	\$ 14,554
	60% and 90% Review Meetings/Workshops	\$ 10,943
	Develop Sequence of Operations/Control Narratives	\$ 22,080
	Integration, Verification, and Validation (IVV) Specs	\$ 20,315
	Coordination with Electrical Subcontractor	\$ 5,378
	Integration of Mary Rhodes Phase 1 with Phase 2	\$ 15,206
5	Construction Phase	
	Answer RFI's	\$ 2,588
	Construction Meetings/Site Visits	\$ 30,708
	Review Shop Drawings	\$ 10,876
	Control Meetings with Contractor (System Integrator)	\$ 12,911
	Factory Acceptance Testing (FAT)	\$ 17,271
	Start-up/Checkout of Controls	\$ 20,315
	Site Acceptance Testing	\$ 12,519
	Amendment No. 9 Fee	\$ 195,664
	Total Fee	\$ 11,335,503
Amendment No. 10		
12	Construction Management Services	\$ 3,965,785
	Amendment No. 10 Fee	\$ 3,965,785
	Total Fee	\$15,301,288

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 MARY RHODES PIPELINE, PHASE 2 (Project No. E10008)

Additional Services:

12. Construction Observation Services.
Construction Management

Freese and Nichols (CM Team) will provide Construction Management (CM) services to the City of Corpus Christi (OWNER) for its Mary Rhodes Pipeline, Phase 2 Project. The project will be constructed utilizing two separate construction contracts:

- River Pump Station, Booster Pump Station and Sedimentation Basin Construction Contract (16 months)
 - It is anticipated that the Contractor will self-perform the majority of the pump station construction work, but will subcontract the earthwork and soil cement at the sedimentation basins.
 - It is anticipated that the normal work schedule will be 10-12 hours per day (sun up to sundown), 6 days per week. This will vary somewhat, particularly at the beginning of the project and depending upon weather conditions.
- Pipeline Section A, Pipeline Section B, Pipeline Section C/Ground Storage Tank/Lake Texas Tie-in Piping Construction Contract (14 months)
 - It is anticipated that the Contractor will self-perform the installation of Section C of the pipeline with one crew, and installation of all of the system tie-in piping with a separate crew; but will subcontract Section A of the pipeline to one subcontractor, Section B to a second subcontractor, and the ground storage tank to a third subcontractor.
 - It is anticipated that the normal work schedule will be approximately 12 hours per day (sun up to sundown), 6 days per week. During the summer months, the schedule might be expanded to be 13-14 hours per day. This will vary somewhat, particularly at the beginning of the project and depending upon weather conditions.

CM services (including cost for labor, Subconsultant, and direct non-labor expenses) will be provided as follows:

- Construction Management and Contract Administration of all construction required by both construction contracts (16 month total construction duration)
- Construction Materials Quality Assurance Testing (soil densities, concrete cylinders, pipe joint welding, pipe coating, pipe corrosion protection)

<p>AMEND. NO. 10 EXHIBIT "A-1" Page 1 of 8 Revised April 2010</p>

- On-Site representation providing continuous monitoring of construction activities separate from regular site visits made by the Design Team
- On-Site representation on River Pump Station, Booster Pump Station and Sedimentation Basin Construction Contract (16 month total construction duration)
 - One full time representative on-site for 16 months at 50 hours per week for Month 1, 60 hours per week for Months 2-14, and 50 hours per week for Months 15-16 (FNI employee)
 - One full time representative on-site for 15 months at 50 hours per week for Months 1-2, 60 hours per week for Months 3-14, and 50 hours per week for Month 15 (FNI employee)
 - One full time clerk on-site for 14 months at 40 hours per week (subconsultant RH Shackelford)
- On-Site representation on Pipeline Section A, Pipeline Section B, Pipeline Section C/Ground Storage Tank/Tie-in Piping Construction Contract (14 month total construction duration)
 - *Pipeline Section A – Full time representation provided by other consultant (AGCM) under separate contract with Owner (Not in Freese and Nichols Scope)*
 - *Pipeline Section B – Full time representation provided by other consultant (AGCM) under separate contract with Owner (Not in Freese and Nichols Scope)*
 - Pipeline Section C – One full time representative on-site for 12 months at 50 hours per week for Months 1-2, 60 hours per week for Months 2-10, and 50 hours per week for Months 11-12 (subconsultant RH Shackelford)
 - Ground Storage Tank/Tie-in Piping – One full time representative on-site for 14 months at 50 hours per week for Months 1-2, 60 hours per week for Months 3-13, and 50 hours per week for Month 14 (FNI employee)
 - Overall Pipeline Inspection Coordination/Additional Inspection – One representative on-site 3 weeks per month for 14 months at 55 hours per week (FNI employee)
- Expenses
 - Fee includes project related sub-contract expenses for Subconsultant services associated with CM services listed above.
 - Fee includes project related direct non-labor expenses associated with the CM Services listed above. CM Services expenses include lodging and travel costs; communication costs (cell phones, delivery charges, postage, etc.); and other miscellaneous direct costs required to provide the listed CM Services.

CM Team tasks will be performed in conjunction with the requirements of the construction contract documents and are generally outlined below. These tasks will be performed to provide more extensive representation at the Project site during the construction phase than the tasks listed under Item 1.A.5 *Construction Phase* in the Scope of Services included with Amendment No. 4 dated March 16, 2010. The tasks listed in this scope

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do not conflict or overlap with those listed in Amendment No. 4. Rather, the CM Team will perform these tasks with support from the Design Team where applicable.

1. **CONSTRUCTION MANAGEMENT (CM) TEAM MANAGEMENT** - Coordinate and manage entire CM Team providing CM services including all Freese and Nichols staff on-site, Freese and Nichols subconsultant staff including on-site inspection and construction materials testing personnel, AGCM staff on-site, and any OWNER inspection staff assigned to the project. Note that AGCM will have a separate contract with OWNER for on-site observation services related to Pipeline Section A and Pipeline Section B, and will not be included as a subconsultant to Freese and Nichols.
2. **COMMUNICATION**
 - a. Establish communication procedures and protocol with the OWNER, Contractors, Design Team, and CM Team. Submit monthly reports, with Design Team input as needed, of construction progress to OWNER. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule, pending and approved contract modifications, change order status, and major outstanding issues.
 - b. Conduct pre-construction conferences with the OWNER and Contractors. Prepare detailed agendas (including recommended items from the Design Team related to critical construction activities and elements impacting the project), and minutes related to these meetings.
 - c. Conduct bi-weekly construction progress meetings with OWNER, Contractors, and CM Team to exchange information regarding progress of construction, status of submittals, status of modifications, and to address any project related issues. Prepare agenda and minutes related to these meetings.
 - d. Conduct monthly project meetings with OWNER, Contractors, and CM Team to provide overview of progress of construction and to discuss any major project issues. Intent of this meeting is for additional City personnel various departments to attend as desired without having to be involved in the bi-weekly meetings where specific project details are discussed.
3. **SCHEDULE MANAGEMENT** - Review baseline and monthly construction progress schedules prepared by the Contractors. Monitor progress of actual work completed relative to planned progress and address any identified schedule slippage or other anomalies with Contractors.

4. **COST MANAGEMENT** - Review proposed schedule of values and payment request format prepared by Contractors. Coordinate with OWNER and Contractors to establish a basis and procedure for review of monthly quantities of work in place and payment requests. Based on CM Team's observations of ongoing construction during visits to the site, review the payment requests and supporting documentation submitted by Contractors, determine the amount that CM Team recommends Contractors be paid on monthly and final payment requests. Prepare a proposed estimate of monthly cash flow requirements of the Project from information provided by the Contractors. Update monthly and include with monthly reports submitted to OWNER.
5. **DOCUMENT MANAGEMENT** - Establish and maintain an electronic project management information system (PMIS) for use by OWNER, Contractors, Design Team, and CM Team. Manage the processing of Contractors submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Receive Contractor submittals including requests for information, modification requests, shop drawings, schedules, field and laboratory tests, O&M Manuals and other submittals. CM Team will perform initial, cursory or detailed reviews of submittals when appropriate, and will transmit submittals to Design Team and/or OWNER for the detailed review and response confirming conformance of the submittals to the contract documents. Monitor the progress of the Contractors in sending and processing submittals and of the Design Team in reviewing and responding to submittals, to verify that documentation is being processed in accordance with schedules.
6. **QUALITY ASSURANCE**
 - a. 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. In this effort the CM Team will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors, and will prepare Daily Construction Reports to be submitted to OWNER documenting observations made including any observed deficiencies.
 - b. Notify the Contractor of non-conforming work observed by CM Team or by Design Team during site visits. Review quality related documents provided by the Contractor such as test reports, equipment installation reports or other documentation required by the construction contract documents.
 - c. Coordinate the work of materials testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc., for quality control of the Project. The cost of on-site materials quality

assurance testing is included in this scope, but other specified quality control functions are the responsibility of the Contractors and are not included in this scope.

7. ISSUES MANAGEMENT - Provide initial interpretation of the drawings and specifications and coordinate with Design Team to develop official interpretation for OWNER and Contractors.
8. CHANGE MANAGEMENT
 - a. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the Contractors on behalf of the OWNER to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the OWNER. Documentation of field orders, where cost to OWNER or time 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 Contractors and approved by the OWNER are not included in this scope.
 - b. Prepare documentation for contract modifications required to implement modifications in the design of the project. Coordinate with Design Team for technical review and approval of any design modifications, and preparation of all technical design modifications including having the Engineer of Record seal affixed. Receive and evaluate notices of Contractor claims and make recommendations to the OWNER on the merit and value of the claim on the basis of information submitted by the Contractors or available in project documentation. Endeavor to negotiate a settlement value with the Contractors on behalf of the OWNER if appropriate.
9. MATERIAL TRANSFER - Manage and coordinate the transfer of and acceptance by the Contractors of any OWNER furnished equipment or materials.
10. FACILITY START-UP – Manage and coordinate facility start-up activities. Provide on-site services and verification for all start up procedures during actual start up of major Project components, systems, and related appurtenances if needed and required. Receive and review commissioning and start-up plans from Contractors. Coordinate with OWNER, Design Team personnel, and Contractors to facilitate proper scheduling of these activities. Monitor the provision of O&M manuals and OWNER training for conformance to the contract documents.

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11. QUALITY MANAGEMENT

- a. When Contractors request that substantial completion be granted for the Projects (or applicable portions thereof), CM Team will conduct, in company with OWNER's representative and Design Team representatives as appropriate, a review of the Projects for conformance with the design concept of the Projects and general compliance with the construction contract documents. Coordinate with Design Team as appropriate regarding any reviews of the work by it that are deemed necessary. Prepare a list of deficiencies to be corrected by the Contractors before recommendation of substantial completion is granted and/or any partial release or reduction of retainage is made. Prepare certificate of substantial completion with a list of items of work to be completed by Contractors prior to final completion.
- b. Conduct, in company with OWNER's representative and Design Team representatives as appropriate, a final review of the Projects for conformance with the design concept of the Projects and general compliance with the construction contract documents. Coordinate with Design Team as appropriate regarding any reviews of the work by it that are deemed necessary. Prepare a list of deficiencies to be corrected by the Contractors before recommendation of final payment. Assist the OWNER in obtaining legal releases, permits, warranties, spare parts, O&M manuals, as-built drawings, and keys from the Contractors. Review submittals and other documents, and make recommendation for final payment to Contractors when appropriate.

12. RECORD MANAGEMENT – Receive and review as-built drawings from Contractors. Transmit drawings and other documents as needed to Design Team for preparation of "Record Drawings", indicating locations of project elements and final built conditions of project components. Drawings prepared by incorporating CM Team field notes, Contractor field notes and OWNER field notes taken at the project during the construction process.

CM Team will endeavor to protect OWNER in providing this scope of services. However, it is understood that CM Team does not guarantee the Contractor's performance, nor is CM Team responsible for supervision of the Contractors' operations and employees. The CM Team shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractors, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractors or any Subcontractor. The CM Team shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project sites or otherwise performing any of the

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work on the Projects.

13. **WARRANTY MANAGEMENT** – Receive and review all warranty documentation from Contractors, and review for conformance with the contract documents. Develop a warranty period protocol with OWNER and Contractors to address items of work that are discovered to need corrective action during this period. Provide a maintenance guaranty inspection toward the end of the one-year period after acceptance of the Project. Prepare a report documenting observations during this inspection and make recommendations to OWNER regarding corrective actions. Communicate corrective work requirements to Contractors, and coordinate correction work schedule with OWNER and Contractors. Perform inspection of corrective work to verify conformance to the contract documents.

Additional Services

1. Construction Management services beyond the project duration identified in this scope.
2. Management and review of excessive re-submittals or submittals for substitutions and other deviations from the construction contract documents proposed by the Contractors will be addressed as follows:
 - a. CM Team will track and document all staff time spent in shop drawing or submittal review past the second submission of shop drawing or project submittals by the Contractors, allowing OWNER to invoice the Contractors for additional shop drawing or submittal review time spent by CM Team. This effort will be noted as an offsets and be deducted from Contractor payment requests per the General Conditions of the Contract Documents.
 - b. CM Team will track and document all staff time spent in shop drawing or submittal review related to substitutions proposed by Contractors for use of systems or products not specified, allowing OWNER to invoice the Contractor for shop drawing or submittal review time spent by CM Team. This effort will be noted as an offsets and be deducted from Contractor payment requests per the General Conditions of the Contract Documents.
3. Investigations, analyses, and studies requested by the Contractors and approved by OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications. (See Additional Services Item 1)
4. Substitutions of materials or equipment or design modifications requested by the OWNER.

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5. Review and/or evaluation of contractor claim(s), supported by causes not within the control of CM Team.
6. Any miscellaneous services or other assistance to the Owner not specifically identified in this scope.

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MARY RHODES PUMP STATIONS, SEDIMENTATION BASIN, AND PIPELINE

Construction Management Overview

Freese and Nichols (CM Team) will provide Construction Management (CM) services to the City of Corpus Christi (OWNER) for its Mary Rhodes Pipeline, Phase 2 Project. The project will be constructed utilizing two separate construction contracts:

- River Pump Station, Booster Pump Station and Sedimentation Basin Construction Contract (16 months)
 - Note that the Contractor (Renda) intends to self-perform the majority of the pump station construction work, but will subcontract the earthwork and soil cement at the sedimentation basins.
 - It is anticipated that the normal work schedule will be 10-12 hours per day (sun up to sundown), 6 days per week. This will vary somewhat particularly at the beginning of the project and depending upon weather conditions.
- Pipeline Section A, Pipeline Section B, Pipeline Section C/Ground Storage Tank/Lake Texas Tie-in Piping Construction Contract (14 months)
 - Note that the Contractor (Garney) intends to self-perform the installation of Section C of the pipeline with one crew and installation of all of the system tie-in piping with a separate crew; but will subcontract Section A of the pipeline to Renda, Section B to SJ Louis, and the ground storage tank to DN.
 - It is anticipated that the normal work schedule will be approximately 12 hours per day (sun up to sundown), 6 days per week. During the summer months, the schedule might be expanded to be 13-14 hours per day. This will vary somewhat particularly at the beginning of the project and depending upon weather conditions.

CM services will be provided as follows:

- Construction Management and Contract Administration of all construction required by both construction contracts (16 month total construction duration)
- Construction Materials Quality Assurance Testing (soil densities, concrete cylinders, pipe joint welding, pipe coating, pipe corrosion protection)
- On-Site representation on River Pump Station, Booster Pump Station and Sedimentation Basin Construction Contract (16 month total construction duration)
 - One full time representative on-site for 16 months at 50 hours per week for Month 1, 60 hours per week for Months 2-14, and 50 hours per week for Months 15-16 (FNI employee)
 - One full time representative on-site for 15 months at 50 hours per week for Months 1-2, 60 hours per week for Months 3-14, and 50 hours per week for Month 15 (FNI employee)
 - One full time clerk on-site for 14 months at 40 hours per week (subconsultant RH Shackelford)
- On-Site representation on Pipeline Section A, Pipeline Section B, Pipeline Section C/Ground Storage Tank/Tie-in Piping Construction Contract (14 month total construction duration)
 - *Pipeline Section A – Full time representation provided by other consultant (AGCM) under separate contract with Owner (Not in Freese and Nichols Scope)*
 - *Pipeline Section B – Full time representation provided by other consultant (AGCM) under separate contract with Owner (Not in Freese and Nichols Scope)*
 - Pipeline Section C – One full time representative on-site for 12 months at 50 hours per week for Months 1-2, 60 hours per week for Months 2-10, and 50 hours per week for Months 11-12 (subconsultant RH Shackelford)
 - Ground Storage Tank/Tie-in Piping – One full time representative on-site for 14 months at 50 hours per week for Months 1-2, 60 hours per week for Months 3-13, and 50 hours per week for Month 14 (FNI employee)
 - Overall Pipeline Inspection Coordination/Additional Inspection – One representative on-site 3 weeks per month for 14 months at 55 hours per week

Construction Management Team Roles

CM Team roles will be as follows (refer to CM Team Organization Chart for graphical representation):

- **Principal in Charge (PIC)** will provide coordination between the CM Team and City management acting as a liaison between FNI and the City on major construction issues, other contractual issues, and project related non-construction issues. He will verify that the CM Team is devoting the proper resources to the CM and will monitor overall progress of the project.
- **Construction QA/QC Manager** will coordinate with the CM Team and the PIC verifying that the CM services being provided are in accordance with the contracted scope of services, and that these services comply FNI construction management standard procedures. He will be responsible for communicating with the CM on a regular basis and for conducting internal quality control reviews of the CM Team's services. He will use the QA/QC plan developed by the CM to monitor the project. He will meet with various team members multiple times during the project review the work being produced by the team. In conjunction with the CM, he will submit a QC review form to a senior member of FNI management confirming that the CM Team's QC procedures are being followed.
- **Construction Manager (CM)** will direct the CM Team and will be responsible for the quality and successful completion of the CM assignment. He has the responsibility and authority to direct the CM team staff as needed to see that all construction activities are being properly monitored and documented. He will be the primary point of contact for City staff, and his role will include day to day communication with and coordination of the CM Team. He will prepare and submit monthly project reports to City staff describing construction progress in general terms and summarizing project costs, schedule, changes and any major outstanding issues. He will verify that the Design Team is responding to contractor submittals in the appropriate amount of time with satisfactory responses. He will typically be on site a minimum of 2 days every other week to attend bi-weekly construction meetings.
- **Pump Stations/Sedimentation Basins Senior Inspector** will oversee all pump station and sedimentation basin construction providing daily observation of all activities. He will direct the activities of the other pump stations/sedimentation inspector, the field clerk, specialty inspectors, and the materials testing technicians. Generally, he will monitor the work at the River Pump Station. Depending on specific work activities, he will divide his time with the other inspector to monitor the work at the Booster Pump Station and at the Sedimentation Basins. He will typically be on site full time for the full 16 month project duration.
- **Pump Stations/Sedimentation Basins Inspector** will conduct and document daily observation of work activities at either pump station or at the basins as directed by the Senior Inspector so that proper coverage of all construction activities is achieved. He will typically be on site full time for 15 months.
- **Field Clerk** will provide support to the entire CM Team including maintaining the document track system, document filing, preparation of meeting agendas and minutes, etc. He will be the point of contact for the materials testing lab when materials testing services are requested. He will typically be on site full time for 14 months and will be located at the Pump Station construction site. *Note that RH Shackelford is providing the field clerk as a subconsultant to FNI.*
- **Pipeline Senior Inspector** will oversee all pipeline and ground storage tank (GST) construction activities. He will direct the activities of the pipeline and GST inspectors, specialty inspectors, materials testing technicians, welding inspectors, corrosion protection inspectors. Generally he will monitor inspectors to verify consistency of enforcement of construction documents, and he will provide support to the inspectors when requested. Because there will be 4 separate major contractors (5 major work crews total) performing work under this construction contract, consistency of the work product must be monitored. He will typically be on site 3 weeks per month for 14 months.
- **Pipeline Section A Inspector** will conduct and document daily observation of work activities on this segment of pipeline. It is assumed that he will typically be on site full time for 12 months. *Note that AGCM is furnishing this inspector under separate contract with the City.*

- **Pipeline Section B Inspector** will conduct and document daily observation of work activities on this segment of pipeline. It is assumed that he will typically be on site full time for 12 months. *Note that AGCM is furnishing this inspector under separate contract with the City.*
- **Pipeline Section C Inspector** will conduct and document daily observation of work activities on this segment of pipeline. He will typically be on site full time for 12 months. *Note that RH Shackelford is providing this inspector as a subconsultant to FNI.*
- **Ground Storage Tank/Tie-in Piping Inspector** will conduct and document daily observation of work activities on the tank and on the system tie-in piping. He will support the pipeline inspectors when needed when contractors have other crews performing the directional drilling, clearing activities, clean-up activities, and pipe unloading/stringing activities. He will typically be on site full time for 14 months.
- **Specialty Inspections** will be provided as requested by the CM Team through the CM. These inspections will include additional inspection support when contractors have multiple activities ongoing and/or when the CM Team requests a special inspection by a design engineer. These inspections are separate from the inspections included by the Design Team in the construction phase scope of work in the base contract.
- **Construction Materials Testing** will be provided as requested by the CM Team. This testing will include soil densities, concrete cylinders and other tests as needed. There will be a technician performing primarily soil density testing on site full time for 12 months. Additional time will be needed for concrete testing and laboratory tests. *Note that the intent is to utilize Rock Engineering to provide this testing as a subconsultant to FNI.*
- **Certified Welding Inspections** will be provided as requested by the CM Team. The welding inspector will make 12 trips to the site to inspect pipe joint welds. *Note that the intent is to utilize Rock Engineering to provide these inspections as a subconsultant to FNI.*
- **Factory Coating Inspections** will be provided as requested by the CM Team. The coating inspector will make 6 trips to the factory to inspect pipe coatings. *Note that Accurate Inspections is providing this inspector as a subconsultant to FNI.*
- **Corrosion Protection Consultation/Inspection** will be provided as requested by the CM Team. The scope of this work includes review of contractor corrosion protection system submittals and to perform inspections and continuity testing of the installed corrosion protection system. *Note that V&A Consulting is providing these services as a subconsultant to FNI.*

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,
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	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.