

**AMENDMENT NO. 3
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 **New Broadway Wastewater Treatment Plant (Project No. 7293)**, as authorized and amended by:

Original A/E Agreement	December 12, 2006	Administrative Approval	\$24,900.00
Amendment No. 1	February 12, 2008	Motion No. M2008-034	\$339,300.00
Amendment No. 2	April 24, 2013	Administrative Approval	\$46,698.00

Exhibit "A", Section I. Scope of Services, Part B. Additional Services, shall be modified as specified below and in Amendment No. 3 Exhibit "A". Exhibit "A-1" Task List is added to provide a supplemental description to Exhibit "A".

- Provide Construction Observation Services for the construction of the New Broadway Wastewater Treatment Plant Phase 1 and Phase 2.

Exhibit "A", Section II. Schedule shall be modified as specified in the attached Amendment No. 3 Exhibit "A", Schedule.

Exhibit "A", Section III. Fees, shall be modified as specified in Amendment No. 3 Exhibit "A" for a revised fee not to exceed **\$1,120,662.00 (One Million One Hundred Twenty Thousand Six Hundred Sixty-Two Dollars and Zero Cents)**, for a total restated fee not to exceed **\$1,531,560.00 (One Million Five Hundred Thirty-One Thousand Five Hundred Sixty Dollars and Zero Cents)**. Monthly invoices shall be submitted in accordance with Amendment No. 3 Exhibit "B".

All other terms and conditions of the December 12, 2006 and amendments to the contract between the City and Freese and Nichols, Inc. will remain in full force and effect.

CITY OF CORPUS CHRISTI

FREESE AND NICHOLS, INC.

Oscar R. Martinez (Date)
Assistant City Manager

R. Guzman 5-23-13

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

RECOMENDED

D. Biles 5/29/13

Daniel Biles, P.E., (Date)
Director of Engineering Services

John Crowl 5-29-13

Operating Department (Date)

APPROVED AS TO FORM:

Office of Management and Budget (Date)

ATTEST

Armando Chapa, City Secretary

Project No: <u>7293</u> Fund Source No: <u>550950-4249-00000-190130</u> Fund Name: <u>Wastewater 2012B CIP (Rev Bds)</u> Encumbrance No: _____

ENTERED
MAY 23 2013 *JR*
CONTRACT MANAGER

EXHIBIT "A"
CITY OF CORPUS CHRISTI, TEXAS

NEW BROADWAY WASTEWATER TREATMENT PLANT
(Project No. 7293)

I. SCOPE OF SERVICES

A. Basic Services.

No changes.

B. Additional Services (ALLOWANCE)

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

1. **Public Involvement Assistance.** No changes.
2. **Construction Observation Services. (AUTHORIZED)** Provide construction observation services with project representative (PR) and support staff to provide construction inspection from April 1, 2013 to January 31, 2015.
 - A. Through such observations of Contractor's work in progress and field checks of materials and equipment by the PR and assistants, FNI shall endeavor to provide further protection for the CITY against defects and deficiencies in the work.
 - B. The duties and responsibilities of the PR are described as follows:
 1. **General:** PR will act as directed by and under the supervision of FNI, and will confer with FNI regarding PR's actions. PR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Carollo (Design A/E), FNI, and Contractor, keeping the CITY advised as necessary. PR's dealings with Subcontractors shall only be through or with full knowledge and approval of Contractor. PR shall generally communicate with City with the knowledge of and under the direction of FNI.
 2. **Conference and Meetings:** Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings as required by the City, and prepare and circulate copies of minutes thereof.
 3. **Liaison:**
 - A. Serve as liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
 - B. PR shall communicate with CITY with the knowledge of and under the direction of A/E.
 4. **Interpretation of Contract Documents:** Report when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued.
 5. **Shop Drawings and Samples:**

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- A. Receive Samples, which are furnished at the Site by Contractor, and notify of availability of Samples for examination.
 - B. Record date of receipt of Samples and approved Shop Drawings.
 - C. Advise Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PR believes that the submittal has not been approved.
6. Review of Work and Rejection of Defective Work:
- A. Conduct on-Site observations of Contractor's work in progress to assist A/E in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - B. Report whenever PR believes that any part of Contractor's work in progress will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise City and A/E of that part of work in progress that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - C. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
7. Records:
- A. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the Contract, A/E's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
 - B. Prepare a daily report utilizing approved City format, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to A/E and the City.
8. Reports:
- A. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - B. Report immediately to the CITY and A/E the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.
 - C. Provide project photo report on CD-ROM at the rate of a minimum of two photographs per day, including an adequate amount of photograph documentation of utility conflicts.

9. Completion:
 - A. Before the issue of Certificate of Completion, submit to Contractor a list of observed items requiring completion or correction.
 - B. Participate in a final inspection in the company of A/E, the CITY, and Contractor and prepare a final list of items to be completed or corrected.
 - C. Observe whether all items on final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.
 10. Limitations of Authority of Project Representative:
 - A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by DESIGN A/E.
 - B. Shall not exceed limitations of FNI's authority as set forth in Agreement or the Contract Documents.
 - C. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractor, Suppliers, or CONTRACTOR's superintendent.
 - D. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - E. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of City or CONTRACTOR.
 - F. Shall not accept shop drawing or sample submittals from anyone other than the CONTRACTOR.
 - G. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by FNI.
3. **Start-up Phase Peer Services.** No changes.
 4. **Post-Construction Phase Peer Services.** No changes.

II. SCHEDULE

Day	Date	Activity
Monday	April 1, 2013	Begin Construction Observation Services – Phase 1
Thursday	October 31, 2013	Terminate Construction Observation Services – Phase 1
Friday	November 1, 2013	Begin Construction Observation Services – Phase 2
Saturday	January 31, 2015	Terminate Construction Observation Services – Phase 2

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III. FEES

A. Fee for Basic Services. No changes.

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 FNI a not-to-exceed fee as per the table below:

Summary of Fees
NEW BROADWAY WASTEWATER TREATMENT
 Project No. 7293

		Original Contract	Amend. No. 1	Amend. No. 2	Amend. No. 3	Total
BASIC SERVICES						
1	Preliminary Phase	\$24,900.00	\$67,875.00	\$0.00	\$0.00	\$92,775.00
2	Design Phase	0.00	\$271,425.00	\$0.00	\$0.00	\$271,425.00
3	Bid Phase	0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Construction Phase	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub-Total Basic Services		24,900.00	\$339,300.00	\$0.00	\$0.00	\$364,200.00
ADDITIONAL SERVICES						
1	Public Involvement Assistance	0.00	0.00	\$0.00	\$0.00	\$0.00
2	Construction Observation Services	0.00	0.00	\$46,698.00	\$1,120,662.00	\$1,167,360.00
3	Start-up Phase Peer Services	0.00	0.00	\$0.00	\$0.00	\$0.00
4	Post-Construction Phase Peer Services	0.00	0.00	\$0.00	\$0.00	\$0.00
5	Warranty Phase Services (Not Authorized)					
Sub-Total Additional Services		0.00	0.00	\$46,698.00	\$1,120,662.00	\$1,167,360.00
Total		\$24,900.00	\$339,300.00	\$46,698.00	\$1,120,662.00	\$1,531,560.00
		12/12/2006 Admin Approval	2/12/2008 M2008-034	4/24/13 Admin Approval	M2013-	

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**EXHIBIT "A-1" TASK LIST
CITY OF CORPUS CHRISTI, TEXAS**

**NEW BROADWAY WASTEWATER TREATMENT PLANT
(Project No. 7293)**

Basic Services:

- 1) No changes.

Additional Services:

PUBLIC INVOLVEMENT ASSISTANCE

- 1) No changes.

CONSTRUCTION OBSERVATION SERVICES - \$1,120,662.00

- 1) Provide full-time construction observation services as described in Exhibit "A".
 - a. Construction Phase 1 - \$508,915.00
 - i. Provide a full-time Project Representative (PR) to provide construction observation for the duration of construction and start-up of Phase 1. (7 months @ 40 hours per week)
 - ii. Provide a part-time Project Construction Observer (PCO) for the duration of construction and start-up of Phase 1. (7 months @ 32 hours per week and physically on site 10 days per month)
 - iii. Provide a part-time Project Construction Observer (PCO) for weekend work for duration of construction and start-up of Phase 1. (7 months @ 3 weekends per month @ 12 hours per weekend and physically on site 6 days per month)
 - iv. Provide a half-time Project Administration Assistant (PAA) for the duration of construction and start-up of Phase 1. (7 months @ 20 hours per week)
 - v. Provide Construction Management Team services to review critical elements of construction on or off-site for the duration of construction and start-up of Phase 1. (7 months @ average of 80 hours per month)
 - b. Construction Phase 2 - \$611,747.00
 - i. Provide a full-time Project Representative (PR) to provide construction observation for the duration of construction and start-up of Phase 2. (15 months @ 40 hours per week)
 - ii. Provide a part-time Project Construction Observer (PCO) for weekend work the duration of construction and start-up of Phase 2. (15 months @ 3 weekends per month @ 12 hours per weekend and physically on site 6 days per month)
 - iii. Provide Construction Management Team services to review critical elements of construction on or off-site for the duration of construction and start-up of Phase 2. (15 months @ average of 80 hours per month)

2) Provide detailed coordination with City staff during construction.

START-UP PHASE PEER SERVICES

No changes.

POST-CONSTRUCTION PHASE PEER SERVICES

No changes.

WARRANTY PHASE SERVICES

Not authorized.

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, Inc.

P. O. BOX: _____

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

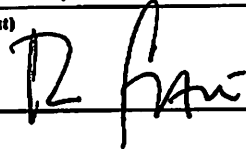
FILING REQUIREMENTS

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: 1.23.13

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.