

**AMENDMENT NO. 1  
TO  
SMALL A/E AGREEMENT  
FOR  
ARCHITECT/ENGINEERING SERVICES**

The City of Corpus Christi, Texas, hereinafter called "CITY", and **FREESE AND NICHOLS, INC.**, hereinafter called "ENGINEER", agree to the following amendments to the contract for Architect/Engineering Services for the following project, as authorized and administratively amended by:

Original Small A/E Agreement	July 21, 2011	Administrative Approval	\$34,438.00
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- DECLARATIONS.** "CITY" desires to engage "ENGINEER" to provide services in connection with City's project, described as follows: **SCHANEN DITCH IMPROVEMENTS PHASE 2 (Project No. E11073)** ("PROJECT").
- SCOPE OF WORK.** "ENGINEER" shall provide services for the "PROJECT" in accordance with the accompanying Letter, Scope of Services, and Fee attached as "Exhibit A". **Additional Services required.**
- FEE.** The "CITY" agrees to pay the "ENGINEER" for services provided in accordance with Exhibit "A", Scope of Services, and Fee under this AGREEMENT, a total fee not to exceed **\$38,540.00 (Thirty Eight Thousand Five Hundred Forty Dollars and Zero Cents)** for a total restated fee not to exceed **\$72,978.00 (Seventy Two Thousand Nine Hundred Seventy Eight Dollars and Zero Cents)**. Monthly invoices will be submitted in accordance with "Exhibit B".
- INDEMNIFICATION AND HOLD HARMLESS.** The Engineer agrees to indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants and employees as more full set forth in Exhibit "C".

**CITY OF CORPUS CHRISTI**

*Oscar R. Martinez* 4.17.13  
 Oscar R. Martinez (Date)  
 Assistance City Manager

**FREESE AND NICHOLS, INC.**

*Ron Guzman* 4.10.13  
 Ron Guzman, P.E. (Date)  
 Principal  
 800 N. Shoreline Blvd., Suite 1600N  
 Corpus Christi, Texas 78401  
 (361) 561-6500 Office  
 (361) 561-6501 Fax

**RECOMMENDED**

*Daniel Biles* 4/15/13  
 Daniel Biles, P.E. (Date)  
 Director of Engineering Services

*Valerie Gray* 4/12/13  
 Valerie Gray, P.E. (Date)  
 Director of Storm Water

**APPROVED AS TO FORM**

*LE Holliman* 4/17/13  
 Office of Management and Budget (Date)

\_\_\_\_\_  
 Legal Department (Date)

**ATTEST**

\_\_\_\_\_  
Armando Chapa, City Secretary

Project No. E11073  
Fund Source No. 550950-3495-00000-E11073  
Fund Name: Storm Water 2012B CIP Rev Bds  
Encumbrance No. \_\_\_\_\_

ENTERED

APR 10 2013

VX

*Armando Chapa*  
CITY SECRETARY

**EXHIBIT "A"**  
**CITY OF CORPUS CHRISTI, TEXAS**

**Schanen Ditch Improvements Phase 2**  
**(Project No. E11073)**

**I. SCOPE OF SERVICES**

**A. Basic Services.**

~~1. Preliminary Phase. The Architect/Engineer/A/E will:~~

~~It is the intent of the Preliminary Phase to provide a study and report of project scope with economic and technical evaluation of alternatives, and upon approval, proceed with an Engineering Letter Report which includes preliminary designs, drawings, and written description of the project. This report shall include:~~

~~a. Provide scope of soil investigations, borings, and laboratory testing and make recommendations to the City. Coordinate all required services with the Geotech Lab. (The City Engineering Services Department will provide necessary soil investigation and testing under one or more separate contracts.)~~

~~b. Confer with the City staff at the start of this phase regarding the design parameters of the Project. The Engineer will participate in a minimum of one (1) formal meeting with City staff, provide agenda and purpose for each formal meeting; document and distribute meeting minutes and meeting report within seven (7) working days of the meeting. The A/E will discuss the project with the operating department (Water, Wastewater, Gas, Storm Water, Streets, etc.) and other agencies, including but not limited to the Texas Department of Transportation (TxDOT) and Texas Commission on Environmental Quality (TCEQ) as required to satisfactorily complete the Project.~~

~~c. Submit one (1) copy in an approved electronic format, and one (1) paper copy of the Draft Engineering Letter Report of identified feasible alternatives, and review with City staff to produce an acceptable format. The Draft Engineering Letter Report will include the following (with CONSTRUCTABILITY being a major element in all the following items):~~

~~1) Review the Project with the respective Operating Department(s) and discussions including clarification and definition of intent and execution of the Project. The A/E will meet with City staff to collect data, discuss materials and methods of construction, and identify design and construction requirements.~~

~~2) Review and investigation of available records, archives, and pertinent data related to the Project including taking photographs of the Project site, list of potential problems and possible conflicts, intent of design, and improvements required, and conformance to relevant Master Plan(s).~~

~~3) Identify results of site field investigation including site findings, existing conditions, potential right of way/easements to be acquired, and probable Project design solutions (which are common to municipalities), in accordance with S.U.E. (Subsurface Utility Engineering) standards (CI/ASCE 38-02). Subsurface investigation will be paid as an additional service.~~

~~4) Provide a presentation of pertinent factors, sketches, designs, cross-sections, and parameters which will or may impact the design, including~~

~~engineering design basis, preliminary layout sketches, identification of needed additional services, preliminary details of construction of critical elements, identification of needed permits, identification of specifications to be used, identification of quality and quantity of materials of construction, and other factors required for a professional design (CONSTRUCTABILITY).~~

- ~~5) Advise of environmental site evaluations and archeology reports that are needed for the Project (environmental issues and archeological services to be an Additional Service).~~
  - ~~6) Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; meet and coordinate with agencies such as RTA, CDBG, USPS, CCISD, community groups, TDLR, etc.~~
  - ~~7) Confer, discuss, and meet with City operating department(s) and Engineering Services staff to produce a cohesive, well defined proposed scope of design, probable cost estimates and design alternatives.~~
  - ~~8) Provide a letter stating that the A/E and Sub consultant Engineers have checked and reviewed the design memorandum prior to submission.~~
  - ~~9) Provide an analysis on project impacts towards "re-engineering" and effects on cost savings toward City operations, which this project will affect.~~
- d. ~~Assimilate all review comments of the Draft Engineering Letter Report (if any) and provide one (1) set of the Final Engineering Letter Report (electronic and hard copies using City Standards as applicable) suitable for reproduction. Said Final Engineering Letter Report henceforth becomes the sole property and ownership of the City of Corpus Christi.~~

~~City staff will provide one set only of the following information (as applicable):~~

- ~~a. Record drawings, record information of existing facilities, and utilities (as available from City Engineering files).~~
  - ~~b. The preliminary budget, specifying the funds available for construction.~~
  - ~~c. Aerial photography for the Project area.~~
  - ~~d. Through separate contract, related GIS mapping for existing facilities.~~
  - ~~e. A copy of existing studies and plans. (as available from City Engineering files).~~
  - ~~f. Field location of existing city utilities. (A/E to coordinate with City Operating Department.)~~
  - ~~g. Provide applicable Master Plans.~~
  - ~~h. Provide bench marks and coordinates.~~
2. Design Phase. Upon approval of the preliminary phase, designated by receiving authorization to proceed, the A/E will:
- ~~a. Study, verify, and implement Engineering Letter Report recommendations including construction sequencing, connections to the existing facilities, and restoration of property and incorporate these plans into the construction plans. Development of the construction sequencing will be coordinated with the City Operating Department(s) and Engineering Services staff.~~
  - b. Prepare one (1) set of the construction bid and contract documents (electronic and full-size hard copies using City Standards as applicable), including contract agreement forms, general conditions and supplemental conditions, notice to bidders,

instruction to bidders, insurance, bond requirements, and preparation of other contract and bid related items; specifications and drawings to fix and describe, for one bid, the size and character of the entire Project; description of materials to be utilized; and such other essentials as may be necessary for construction and cost analysis.

- c. Provide assistance to identify testing, handling and disposal of any hazardous materials and/or contaminated soils that may be discovered during construction (to be included under additional services).
- d. Prepare final quantities and estimates of probable costs with the recommended construction schedule. The construction schedule will provide a phased approach to track progress and payments.
- e. ~~Furnish one (1) set of the Interim plans (60% submittal - electronic and full-size hard copies using City Standards as applicable) to the City staff for review and approval purposes with estimates of probable construction costs. Show existing elevations resulting from topographic survey. Show locations of utility lines, structures and their respective elevations resulting from the S.U.E. Use the City's numbering system for utility manholes. Identify distribution list for plans and bid documents to all affected utilities including City and all other affected entities. Required with the interim plans is a "Plan Executive Summary" which will identify and summarize the project by distinguishing key elements such as:~~
  - ~~Pipe Size or Building Size~~
  - ~~Pipe Material, etc.~~
  - ~~Why one material is selected over another~~
  - ~~Pluses of selections~~
  - ~~ROW requirements and why~~
  - ~~Permit requirements and why~~
  - ~~Easement requirements and why~~
  - ~~Embedment type and why~~
  - ~~Constructability, etc.~~
  - ~~Specific requirements of the City~~
  - ~~Standard specifications~~
  - ~~Non-standard specifications~~
  - ~~Any unique requirements~~
  - ~~Cost, alternatives, etc.~~
  - ~~Owner permit requirements and status~~
- f. ~~Assimilate all review comments, modifications, additions/deletions and proceed to next phase, upon Notice to Proceed.~~
- g. Provide one (1) set of the **pre-final plans and bid documents** (90% submittal - electronic and full-size hard copies using City Standards as applicable) to the City staff for review and approval purposes with revised estimates of probable costs. Compile comments and incorporate any requirements into the plans and specifications, and advise City of responding and non-responding participants.
- h. Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that submittal of the interim, pre-final (if required), and final complete plans and complete bid documents with specifications accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City staff. **The Consultant A/E and Sub-consultant A/E shall submit a letter declaring that all engineering disciplines of all phases of the submittals have been checked, reviewed, and are complete prior to submission, and include**

**signature of all disciplines including but not limited to structural, civil, mechanical, electrical, etc.**

- i. If required, provide traffic controls including a Traffic Control Plan, illumination, markings and striping, signalization, and as delineated by the City Traffic Engineering Department.
- j. Provide one (1) set of the final (100%) plans (unsealed and unstamped - electronic and full-size hard copies using City Standards as applicable) for City's final review.
- k. Assimilate all final review comments (if any).
- l. Upon approval by the Director of Engineering Services, provide one (1) set of the **final plans and contract documents** (electronic and full-size hard copies using City Standards as applicable) suitable for reproduction. Said bid documents henceforth become the sole property and ownership of the City of Corpus Christi.
- m. The City agrees that any modifications of the submitted final plans (for other uses by the City) will be evidenced on the plans and be signed and sealed by a professional engineer prior to re-use of modified plans.
- n. Prepare and submit monthly status reports with action items developed from monthly progress and review meetings.
- o. Provide a Storm Water Pollution Prevention Plan, if required.

The City staff will:

- a. Designate an individual to have responsibility, authority, and control for coordinating activities for the construction contract awarded.
- b. Provide the budget for the Project specifying the funds available for the construction contract.
- c. Provide the City's standard specifications, standard detail sheets, standard and special provisions, and forms for required bid documents.

3. Bid Phase. The A/E will:

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

The City staff will:

- a. Arrange and pay for printing of all documents and addenda to be distributed to prospective bidders.
- b. Advertise the Project for bidding, maintain the list of prospective bidders, receive and process deposits for all bid documents, issue (with the assistance of the A/E) any addenda, prepare and supply bid tabulation forms, and conduct bid opening.

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

The City staff will:

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

**B. Additional Services (ALLOWANCE)**

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

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



State of Texas, Ninth Edition. Include reference to a minimum of two (2) found boundary monuments from the project area. A/E will submit individual parcel descriptions and survey plats to the City along with all title reports obtained in Section 2. A strip map showing all parcels required will be submitted along with parcel descriptions. The A/E will field mark and delineate all new right-of-way lines upon request of the City's Land Acquisition Division.

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

approval required to be made; and advise City and A/E of that part of work in progress that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- C. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

7. Records:

- A. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the Contract, A/E's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- B. Prepare a daily report utilizing approved City format, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to A/E and the City.

8. Reports:

- A. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- B. Report immediately to the CITY and A/E the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.
- C. Provide project photo report on CD-ROM at the rate of a minimum of two photographs per day, including an adequate amount of photograph documentation of utility conflicts.

9. Completion:

- A. Before the Issue of Certificate of Completion, submit to Contractor a list of observed items requiring completion or correction.
- B. Participate in a final inspection in the company of A/E, the CITY, and Contractor and prepare a final list of items to be completed or corrected.
- C. Observe whether all items on final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.

6. **Start-up Services. (NOT AUTHORIZED)** 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.

7. **Warranty Phase. (AUTHORIZED)** Provide a maintenance guaranty inspection toward the end of the one-year period after acceptance of the Project. Note defects requiring contractor action to maintain, repair, fix, restore, patch, or replace improvement under the maintenance guaranty terms of the contract. Document the condition and prepare a report for the City staff of the locations and conditions requiring action, with its recommendation for the method or action to best correct defective conditions and submit to City Staff. Complete the inspection and prepare the report no later than sixty (60) days prior to the end of the maintenance guaranty period.

8. 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".

**2. SCHEDULE**

Date	Activity
December 7, 2011	Begin Design
30 Days from NTP of Amd. #1	Pre-Final Submittal
14 Days	City Review
21 Days	Final Submittal
7 Days	Advertise for Bids
8 Days	Pre-Bid Conference
14 Days	Receive Bids
60 Days	Contract Award
45 Days	Begin Construction
120 Days	Complete Construction

**3. FEES**

**A. Fee for Basic Services.** The City will pay the A/E a fixed fee for providing for all "Basic Services" authorized as per the table below. The fees for Basic Services will not exceed those identified and will be full and total compensation for all services outlined in Section I.A.1-4 above, and for all expenses incurred in performing these services. **The fee for this project is subject to the availability of funds. The Engineer may be directed to suspend work pending receipt and appropriation of funds.** For services provided in Section I.A.1-4, A/E will submit monthly statements for basic services rendered. In Section I.A.1-3, the statement will be based upon A/E's estimate (and City concurrence) of the proportion of the total services actually completed at the time of billing. For services provided in Section I.A.4, the statement will be based upon the percent of completion of the construction contract. City will make prompt monthly payments in response to A/E's monthly statements.

**B. Fee for Additional Services.** For services authorized by the Director of Engineering Services under Section I.B. "Additional Services," the City will pay the A/E a not-to-exceed fee as per the table below:

**Summary of Fees**

		<b>Original Contract</b>	<b>Amend. No. 1</b>	<b>Total</b>
<b>BASIC SERVICES</b>				
1	Preliminary Phase	\$2,963.00	\$0.00	\$2,963.00
2	Design Phase	19,244.00	25,933.00	45,177.00
3	Bld Phase	2,681.00	2,627.00	5,308.00
4	Construction Phase	9,550.00	6,423.00	15,973.00
<b>Sub-Total Basic Services</b>		<b>34,438.00</b>	<b>34,983.00</b>	<b>69,421.00</b>
<b>ADDITIONAL SERVICES</b>				
1	Permit Preparation	0.00	0.00	0.00
2	ROW Acquisition	0.00	0.00	0.00
3	Topographic Survey	0.00	0.00	0.00
4	Environmental Issues	0.00	0.00	0.00
5	Construction Observation	0.00	0.00	0.00
6	Start-Up Services	0.00	0.00	0.00
7	Warranty Phase	0.00	3,557.00	3,557.00
<b>Sub-Total Additional Services</b>		<b>0.00</b>	<b>3,557.00</b>	<b>3,557.00</b>
<b>Total</b>		<b>\$34,438.00</b>	<b>\$38,540.00</b>	<b>\$72,978.00</b>
		7/29/2011 Admin. Approval		

The estimated cost of construction of Schanen Ditch Improvements Phase 2 Project is \$1,100,000. The total basic services fee proposal for this project is \$69,421. Therefore, the percentage of design cost to construction cost is 6.31%.

**COMPLETE PROJECT NAME**

Project No. XXXX

Invoice No. 12345

Invoice Date:

	Contract	Amd No. 1	Amd No. 2	Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
<b>Basic Services:</b>								
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%
<b>Additional Services:</b>								
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%
<b>Summary of Fees</b>								
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%
<b>Total of Fees</b>	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

**Insurance Requirements**

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

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

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

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

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

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

**INDEMNIFICATION AND HOLD HARMLESS**

**Consultant shall indemnify, save harmless 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 or in connection with the negligent performance of Consultant's services covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the sole or concurrent negligence of the City of Corpus Christi, its agents, servants, or employees or any other person indemnified hereunder.**





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>
_____	_____
_____	_____

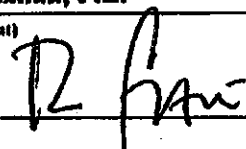
### FILING REQUIREMENTS

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.