

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

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director of Engineering Services) and **Freese and Nichols, Inc.**, a Texas corporation, 800 North Shoreline, Suite 1600N, Corpus Christi, Nueces County, Texas 78401, (**Architect/Engineer – A/E**), hereby agree as follows:

1. SCOPE OF PROJECT Broadway Wastewater Treatment Plant Decommissioning (Project No. E12159)

The Broadway Wastewater Treatment Plant is being replaced by a new plant adjacent to the old one. The site of the old plant must be closed in accordance with TCEQ requirements prior to it being converted to other uses. This contract includes preparation of a closure plan, environmental sampling, analysis of potential uses for the site, and a contract to prevent odors when the old plant is closed.

2. SCOPE OF SERVICES

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

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

3. ORDER OF SERVICES

The A/E agrees to begin work on those authorized Basic Services for this contract upon receipt of the Notice to Proceed from the Director of Engineering Services. Work will not begin on any phase or any Additional Services until requested in writing by the A/E and written authorization is provided by the Director of Engineering Services. The anticipated schedule of the preliminary phase, design phase, bid phase, and construction phase is shown on **Exhibit “A”**. This schedule is not to be inclusive of all additional time that may be required for review by the City staff and may be amended by or with the concurrence of the Director of Engineering Services.

The Director of Engineering Services may direct the A/E to undertake additional services or tasks provided that no increase in fee is required. Services or tasks requiring an increase

of fee will be mutually agreed and evidenced in writing as an amendment to this contract. A/E shall notify the City of Corpus Christi within three (3) days of notice if tasks requested requires an additional fee.

4. INDEMNITY AND INSURANCE

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

5. FEE

The City will pay the A/E a fee, as described in **Exhibit "A"**, for providing services authorized, a total fee not to exceed \$590,887.00 (Five Hundred Ninety Thousand Eight Hundred Eighty-Seven Dollars and Zero Cents). Monthly invoices will be submitted in accordance with **Exhibit "D"**.

6. TERMINATION OF CONTRACT

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

7. LOCAL PARTICIPATION

The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy. The A/E agrees that at least 40% of the work described herein will be performed by a labor force residing within the Corpus Christi Metropolitan Statistical Area (MSA). Additionally, no more than 60% of the work described herein will be performed by a labor force residing outside the Corpus Christi Metropolitan Statistical Area (MSA.)

8. ASSIGNABILITY

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

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

9. OWNERSHIP OF DOCUMENTS

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

10. DISCLOSURE OF INTEREST

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

CITY OF CORPUS CHRISTI

Oscar R. Martinez, Date
Assistant City Manager

RECOMMENDED

[Signature] P.E. 10/5/12

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

[Signature] 10/16/12

Operating Department Date

APPROVED AS TO FORM

Office of Management Date
and Budget

ATTEST

Armando Chapa, City Secretary

FREESE AND NICHOLS, INC.

[Signature] 10.4.12

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

ENTERED

SEP 28 2012

CONTRACT MANAGER *[Signature]*

Project No. E12159
Fund Source No. 550950-4248-00000-E12159
Wastewater CIP
Encumbrance No. _____

EXHIBIT "A"

CITY OF CORPUS CHRISTI WASTEWATER DEPARTMENT BROADWAY WASTEWATER TREATMENT PLANT (WWTP) DECOMMISSIONING CITY OF CORPUS CHRISTI, TX

1. SCOPE OF SERVICES

A. Basic Services.

Basic Services will include the following in addition to those items shown on Exhibit "A-1" Task List.

1. Wastewater Treatment Plant (WWTP) Closure Plan. The A/E Consultant will perform the following services:
 - a. Confer with the City staff regarding the closure plan of Broadway WWTP. The A/E Consultant will participate in up to one (1) formal meeting [one (1) City initiation 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 Consultant will participate in discussions with the operating department and other agencies (such as the Texas Department of Transportation (TxDOT) and Texas Commission of Environmental Quality (TCEQ)) as required to satisfactorily complete the Project.
 - b. The A/E Consultant shall conduct one (1) site visit to visually identify and document existing structures and treatment units within the abandoned plant site. The following services will be provided in order to develop and submit the Closure Plan:
 1. Review existing permits and analytical data for the wastewater treatment plant including data from historical sludge characterization and disposal.
 2. Collect historical records of previous use of site as a landfill.
 3. Contact TCEQ to discuss the City's intent to submit a closure plan and discuss facility-specific requirements.
 4. Prepare a WWTP Closure Plan in accordance with TCEQ regulations, the facility's existing permits, and Land Application Team guidance.
 5. Submit one (1) draft electronic copy of the closure plan to the City for review and comment.
 6. Revise and finalize the Draft Closure Plan as necessary based on the City's comments.
 7. Submit three (3) hard paper copies of the Closure Plan to the TCEQ within ten (10) business days of receipt of the City's comments. The A/E Consultant will also submit two (2) hard paper copies and one (1) electronic copy in CDROM to the City for their records.

8. The A/E Consultant shall provide a letter stating that the A/E Consultant and Sub-consultant Engineers have checked and reviewed the Closure Plan prior to submission to TCEQ and the City.
 9. The A/E Consultant will respond to any comments or questions regarding the Closure Plan from TCEQ.
2. **Site Investigation for Closure.** Upon approval of the Closure Plan by TCEQ, the A/E Consultant will perform sampling and analysis described in the approved Closure Plan to document conditions on the site. This site investigation will include the following general tasks:
- a. The A/E Consultant shall field locate proposed sample locations. City shall verify absence of underground utilities in those locations.
 - b. The A/E Consultant shall collect soil and groundwater samples (as specified in the Closure Plan) to determine if chemicals of concern (COCs) are present at concentrations that require removal or special handling (i.e. capping) if left in place. Sample collection will require use of truck-mounted, direct-push drilling equipment. The A/E Consultant anticipates that a total of **one hundred twenty (120)** soil borings and **three (3)** temporary groundwater monitoring wells will be installed to document closure activities.
 - c. The A/E Consultant shall analyze sampling results of the samples collected for COCs approved by the TCEQ in the Closure Plan. The presence of hazardous waste or contaminated areas will be considered under Special Services.
 - d. Upon receipt of sample results, the A/E Consultant will prepare a letter report summarizing the findings and providing recommendations for closure of the WWTP facilities.
3. **Preparation and Submittal of Final Closure Report.** The A/E Consultant will perform the following services:
- a. Confer with the City staff regarding the closure plan of Broadway WWTP. The A/E Consultant shall participate in up to **one (1)** formal meeting [**one (1)** draft closure report review 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 Consultant will participate in discussions with the operating department and other agencies (such as the Texas Department of Transportation (TxDOT) and Texas Commission of Environmental Quality (TCEQ)) as required to satisfactorily complete the Project.
 - b. The A/E Consultant will prepare a WWTP Final Closure Report for the existing Broadway WWTP. The following services will be provided in order to develop and submit the Final Closure Report:

1. The A/E Consultant shall prepare a WWTP Final Closure Report in accordance with TCEQ regulations, the facility's existing permits, and Land Application Team guidance.
2. The A/E Consultant shall submit one (1) draft electronic copy of the Final Closure Report to the City for review and comment. The A/E Consultant shall revise and finalize the Final Closure Report as appropriate based on the City's comments.
3. The A/E Consultant shall submit three (3) hard paper copies of the Final Closure Report to TCEQ within ten (10) business days of receipt of the City's comments. The A/E Consultant will also submit two (2) hard paper copies and one (1) electronic copy in CDROM to the City for their records.
4. Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that submittal of the draft and the final WWTP closure report accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City Staff. The A/E Consultant shall submit a letter declaring that all engineering disciplines involved have checked and reviewed all the submittals and are complete prior to submission and include signature of all disciplines including but not limited to environmental geoscientists.
5. The A/E Consultant will respond to any comments or questions from TCEQ. Additional investigation required by TCEQ comments shall be considered as an additional services item and will be initiated and completed only after the written authorization by the Director of Engineering Services.
6. The City agrees that any modifications of the submitted WWTP closure report (for other uses by the City) will be evidenced on the report and be signed and sealed by the professional geoscientist and a professional engineer prior to re-use of modified report.

4. Odor Mitigation Contract. The contract will include temporary covering of open structures, security provisions, fence line (baseline) hydrogen sulfide measurement levels, and contract required hydrogen sulfide control levels. The A/E consultant will provide the following services:

- a. Confer with the City staff to review the scope of services. The A/E Consultant will participate in up to four (4) formal meetings [one (1) City initiation meeting, one (1) technical memorandum review workshop, one (1) 50% review workshop, and one (1) 90% review workshop] with City staff. The A/E Consultant shall provide an agenda, prepare meeting minutes and distribute meeting minutes and meeting report within seven (7) working days of the meeting. The A/E Consultant will participate in discussions with the operating department and other agencies (such as the Texas Department of Transportation (TxDOT) and Texas Commission

- of Environmental Quality (TCEQ)) as required to satisfactorily complete the project.
- b. The A/E Consultant shall conduct one (1) site visit to visually identify and document existing structures and treatment units within the abandoned plant site that will require dewatering, identify locations for the removal of sludge, and other potential odor generating components of the old plant . The following services will be provided in order to develop and submit the Broadway WWTP odor mitigation contract:
 - c.. The A/E Consultant shall prepare a technical memorandum identifying sources of odors, recommendations for mitigating the odors and an OPCC for the mitigation measures. The A/E consultant will one (1) electronic copy of the draft technical memorandum to the City and participate in one (1) review meeting.
 - d. Furnish one (1) set of the 50% half size plans (half-size plans only-identify needed front-end and technical specifications) to the City staff for review and approval purposes with the opinion of probable construction cost. The City will be responsible for reproduction for additional sets of 50% half-size plans per the requirement of the City. Upon receipt of the 50% set of half-size plans and list of front-end and technical specifications, the City will promptly review the submittal and provide their comments to the A/E Consultant in electronic e-mail or CDROM. There will be one (1) 50% submittal review coordination meeting to discuss comments on the 50% half size plans and specifications list.
 - e. Assimilate all review comments, modifications, additions/deletions and proceed to 100% completion of Interim Design Submittal. A memorandum will be prepared indicating how all comments are to addressed.
 - f. Conduct a construction sequencing workshop to coordinate the work of this contract with the New Broadway WWTP construction.
 - g. Furnish one (1) copy of the 100% Interim Design Submittal [half size plans and front-end documents and technical specifications] to the City staff for review and approval purposes with a revised opinion of probable construction costs. 100% half size plans shall be submitted, dated, and stamped "NOT FOR CONSTRUCTION". There will be one (1) 100% Interim Design Submittal review coordination meeting to discuss comments on the 100% Interim Design Submittal. Upon approval of the 100% Interim Design Submittal by the City, the words "NOT FOR CONSTRUCTION" shall be removed and the original seals of the responsible professional engineer will be provided on the plans and the seals will be signed and dated. The required no. of Final 100% Contract Documents sets will be forwarded to Texas Commission on Environmental Quality (TCEQ) for review and approval.
 - h. Upon receipt of comments from TCEQ, the A/E Consultant will make necessary modifications to the 100% Contract Documents. A memorandum will be prepared which indicates how each comment will be addressed. The stamp "ISSUED FOR BID" and original seals of the

professional engineers will be placed on the 100% plans and dated. One (1) copy of the completed 100% Contract Documents will be forwarded to the City. The City will be responsible for reproduction for any additional sets of the completed Contract Documents per the requirement of the City. The A/E Consultant will also furnish one (1) CDROM with an electronic file copy of the "ISSUED FOR BID" plans in AutoCAD and Front-End Documents and Technical Specifications in MS Word to the City. The said "ISSUED FOR BID" Contract Documents henceforth become the sole property and ownership of the City of Corpus Christi.

- i. The A/E Consultant will assist the City in securing bids. The City will issue Notice to Bidders to prospective CONTRACTORS and vendors listed in their database of prospective bidders and to selected plan rooms.
- j. The A/E Consultant will assist the City by responding to questions and interpreting bid documents. The A/E Consultant will prepare and issue addenda and forward the addenda to the City for distribution to the prospective bidders.
- k. The A/E Consultant will assist the City in conducting one (1) pre-bid conference for the construction project and coordinate CONTRACTOR's responses with the City. Response to the pre-bid conference will be in the form of addenda issued after the conference. The A/E Consultant will also attend the tour of the project site along with the prospective contractors after the pre-bid conference.
- l. The A/E Consultant will assist the City in the opening, tabulating, and analyzing the bids received. The A/E Consultant will review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified (based on City requirements) to construct the project. The A/E Consultant will submit to the City a written recommendation to award of contracts or other actions as appropriate to be considered by the City.
- m. The A/E Consultant will make necessary modifications to the 100% "ISSUED FOR BID" Contract Documents based on the addenda issued during the Bid Phase. After the incorporation of all the comments, the stamp "ISSUED FOR CONSTRUCTION" will be placed on the 100% Contract Documents from the A/E Consultant. One (1) copy of the completed 100% "ISSUED FOR CONSTRUCTION" Contract Documents will be forwarded to the City. The City will be responsible for reproduction for any additional sets of the completed 100% "ISSUED FOR CONSTRUCTION" Contract Documents per the requirement of the City. The A/E Consultant will also furnish one (1) CDROM with an electronic file copy of the "ISSUED FOR CONSTRUCTION" plans in AutoCAD and specifications in Word to the City.
- n. Assist City in conducting one (1) pre-construction conference with the CONTRACTOR, review construction schedules prepared by the CONTRACTOR pursuant to the requirements of the construction contract.

- o. Assist the City with coordinating the work under this contract with the ongoing New Broadway WWTP construction.**
- p. Attend and participate in up to a maximum of six (6) periodic construction meetings to the site to attend the Monthly Construction Progress Meeting. Visits to the site for Monthly Construction Progress Meetings in excess of the specified number are an additional service.**
- q. Attend and participate in up to a maximum of three (3) periodic site visits to the site (as distinguished from the continuous services of a Resident Project Representative) to observe whether the improvements have been completed in accordance with the Construction Contract Documents. The estimated construction time for this project is 9 months. FNI will endeavor to protect the City against defects and deficiencies in the work of CONTRACTOR and will report any observed deficiencies to the City. Visits to the site in excess of the specified number are an additional service.**
- r. Review quality related documents provided by the CONTRACTOR such as shop drawings, test reports, equipment installation reports or other documentation required by the Construction Contract Documents.**
- s. Process contract modifications and negotiate with the CONTRACTOR on behalf of the City to determine the cost and time impacts of change orders. Prepare change order documentation for approved changes for execution by the City. Documentation of field orders, where cost to City is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the CONTRACTOR or other deviations from the construction Contract Documents requested by the CONTRACTOR and approved by the City are an additional service. Substitutions of materials or equipment or design modifications requested by the City are an additional service.**
- t. Conduct, in company with City's representative, a final review of the Project for conformance with the Contract Documents of the Project and general compliance with the Construction Contract Documents. Attend and participate in up to a maximum of two (2) final walkthrough/punchlist site visits to the site (separate from site visits) to observe whether the improvements have been completed in accordance with the Construction Contract Documents. The City's representative will be responsible to track the completion of all the punchlist items. The A/E Consultant will issue FINAL Certificate of Completion upon the completion of all the punchlist items. Visits to the site in excess of the specified number are an additional service. Prepare a list of deficiencies to be corrected by the CONTRACTOR before issuing the FINAL Certificate of Completion. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the CONTRACTOR. Make recommendation for final payment to the CONTRACTOR.**

- u. Revise the construction drawings in accordance with the information furnished by Construction CONTRACTOR and the construction inspector reflecting changes in the Project made during construction. One (1) set of full-size prints of "RECORD DRAWINGS" and one (1) CDROM with an electronic file copy of the plans in AutoCAD after the completion of the Construction Project will be provided to the City. The City will be responsible for making additional sets of hard-copy prints and electronic copies per the requirement of the City.
- v. Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that each submittal accurately represents the percent completion designated and do not necessitate an excessive amount of revision and correction by City Staff. The A/E Consultant shall submit a letter declaring that all engineering disciplines involved have checked and reviewed all the submittals and are complete prior to submission, and include signature of all disciplines including but not limited to mechanical, civil, electrical, structural, etc.
- w. The City agrees that any modifications of the submitted "ISSUED FOR BID" plans (for other uses by the City) will be evidenced on the plans and will be signed and sealed by a professional engineer prior to re-use of the modified plans.

5. Wastewater Treatment Plant (WWTP) Decommissioning Engineering Letter Report. The A/E Consultant will perform the following services:

- a. Confer with the City staff to review the scope of services. The A/E Consultant will participate in up to **two (2)** formal meetings [**one (1)** City initiation meeting, **one (1)** draft decommissioning report review workshop] with City staff to gather information from the City regarding future use constraints of the site and to discuss the WWTP decommissioning engineering letter report. The A/E Consultant shall prepare meeting minutes and distribute meeting minutes and meeting report within **seven (7)** working days of the meeting. The A/E Consultant will participate in discussions with the operating department and other agencies (such as the Texas Department of Transportation (TxDOT) and Texas Commission of Environmental Quality (TCEQ)) as required to satisfactorily complete the project.
- b. The A/E Consultant shall conduct **one (1)** site visit to visually identify and document existing structures and treatment units within the abandoned plant site. The identified structures shall be inclusive of existing electrical facilities, office/storage/maintenance buildings, chemical storage/feed facilities, treatment process structures and distribution storage and pumping facilities. The following services will be provided in order to develop and submit the Broadway WWTP decommissioning engineering letter report:
 - 1. The A/E Consultant shall prepare a WWTP decommissioning engineering letter report in accordance with TCEQ regulations, the

facility's existing permits, and Land Application Team guidance. The report shall contain facilities descriptions, schematic layouts, sketches and conceptual design criteria. The report will consist of exhibits to indicate the considerations involved and solutions available to City on decommissioning of the Broadway WWTP. The report will also include documentation of the A/E Consultant's findings and recommendations with Opinion of Probable Construction Costs (OPCC) for the Project.

2. The A/E Consultant shall submit one (1) electronic copy of the WWTP decommissioning report to the City for review and comment. The A/E Consultant will review the engineering letter report with the City in one (1) Draft Engineering Letter Report Review Workshop. The A/E Consultant shall revise and finalize the WWTP decommissioning report as appropriate based on the City's comments.
3. The A/E Consultant shall develop Opinion of Probable Construction Costs (OPCC) associated with demolition of the non-salvageable WWTP facilities and conceptual site plan. OPCC development shall consist of the itemized estimate to completely demolish and/or remove all existing non-salvageable facilities and equipment and fill and compact voids to the existing grade level with select structural fill. The OPCC shall include cost associated with demolition and disposal of structures and equipment, removal of salvageable and recyclable equipment and materials as well as materials necessitating disposal. The OPCC will also include an estimate of partial demolition of the above mentioned facilities to a depth suitable for site redevelopment as identified in additional services.
4. The A/E Consultant shall submit two (2) hard paper copies and one (1) electronic copy in CDROM of the Final WWTP decommissioning engineering letter report to the City within fourteen (14) business days of receipt of the City's comments.
5. Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that submittal of the draft and the final WWTP decommissioning engineering letter report accurately reflects the percent completion designated and do not necessitate an excessive amount of revision and correction by City Staff. The A/E Consultant shall submit a letter declaring that all engineering disciplines involved have checked and reviewed all the submittals and are complete prior to submission, and include signature of all disciplines including but not limited to mechanical, civil, electrical, structural, etc.
6. The City agrees that any modifications of the submitted WWTP decommissioning engineering letter report (for other uses by the City) will be evidenced on the report and be signed and sealed by the professional engineer(s) prior to re-use of modified report.

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

- a. Record drawings, record information of existing facilities, and utilities (as available from City Engineering files).
- b. Aerial photography for the Project area.
- c. Through separate contract, related GIS mapping for existing facilities.
- d. Field location of existing city utilities. (A/E Consultant to coordinate with City Operating Department).

The City staff will:

- a. Designate an individual to have responsibility, authority, and control for coordinating activities for the completion of the closure and WWTP decommissioning reports.
- b. The individual will be responsible to initiate contact and coordinate exchange of information (relevant plans and specifications and change orders) from previous A/E Consultant who assisted the City with the design of the Broadway Wastewater Treatment Plant.
- c. Provide the budget specifying the funds available for the decommissioning and redevelopment of the site.
- d. Provide the specific City's standard specifications, standard detail sheets, standard and special provisions, and forms for required bid documents for the decommissioning and redevelopment of the site. In addition, the City will be responsible for providing, reviewing and including all pertinent front-end documents, forms, etc. in the bid package in addition to the 100% Contract Documents (provided by A/E Consultant).

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 Consultant 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 Consultant will, with written authorization by the Director of Engineering Services, do the following:

1. **Coordination of Redevelopment Plan** The A/E Consultant shall provide planning support services to assist with a redevelopment strategy for the decommissioned portion of the Broadway WWTP. This task shall include:
 - a. Review of existing planning documents for surrounding Hillcrest and Washington Coles neighborhoods.
 - b. Preparation of preliminary site development alternatives (maximum of 3) with site demolition evaluation.
 - c. Conduct one (1) City coordination meeting to discuss site redevelopment.

- d. Upon notification from City of reuse strategy, the A/E Consultant shall prepare conceptual site plan, including three-dimensional articulation of the proposed use.
 - e. The A/E Consultant shall submit one (1) draft electronic copy of the conceptual site plan and technical memorandum describing and summarizing the redevelopment plan to City for review and comment. The A/E Consultant will review the draft submittal with the City in one (1) Draft Submittal Review Workshop. The A/E Consultant shall revise and finalize the conceptual site plan and technical memorandum based on the City's comments.
 - f. The A/E Consultant shall submit two (2) hard paper copies and one (1) electronic copy in CDROM of the conceptual site plan and technical memorandum to the City for their records.
2. **Subsurface Utility Engineering** Subsurface Utility Engineering (SUE) will be provided by a subcontractor and coordinated by the A/E Consultant as required to identify the location of up to five (5) subsurface utilities.
 3. **Environmental Remediation Due Diligence** If hazardous substances are detected at the site, the A/E Consultant will provide environmental remediation due diligence services. The scope will be determined based on the environmental sampling results.
 4. **Asbestos Remediation Evaluation** An asbestos remediation specialist will evaluate the extent and costs of asbestos remediation, if required, for the reuse or demolition of existing structures.
 5. **Public Outreach – Part A** The A/E consultant will provide up to five (5) exhibits for public outreach activities and will attend up to five (5) public outreach meetings.
 6. **Public Outreach – Part B** The A/E consultant will develop quarterly mailouts for up to one (1) year, develop a project specific website, and social media accounts.
 7. **Supplemental Resident Project Representative** The A/E Consultant will provide a full-time resident project representative for up to 200 manhours if city staff is unavailable due to vacations, etc.
 8. **Peer Review** Peer review will be provided by a subcontractor and coordinate by the A/E Consultant. The A/E Consultant will provide one (1) draft electronic copy of each submittal to the subcontractor for review and comment.
 9. Provide the services above authorized in addition to those items shown on **Exhibit "A-1" Task List.**

2. SCHEDULE

PROPOSED DECOMMISSIONING PROJECT SCHEDULE

DAY	DATE	ACTIVITY
Monday	December 3, 2012	Begin Development of Closure Plan
Friday	January 4, 2013	Draft Closure Plan
Friday	January 18, 2013	City's Review
Monday	January 28, 2013	100% Closure Plan Submittal to TCEQ and City
Monday	March 25, 2013	Site Investigation for Closure
Friday	May 24, 2013	100% Site Investigation Report to City
Monday	May 27, 2013	Begin Final Closure Report
Friday	June 28, 2013	Draft Final Closure Report
Monday	July 12, 2013	City's Review
Monday	July 22, 2013	100% Submittal to TCEQ and City
Monday	September 9, 2013	Begin WWTP Decommissioning Engineering Letter Report
Friday	November 8, 2013	Draft WWTP Decommissioning Engineering Letter Report to City
Wednesday	November 27, 2013	City's Review
Monday	December 16, 2013	100% Submittal of Final WWTP Decommissioning Engineering Letter Report to City

PROPOSED ODOR MITIGATION PROJECT SCHEDULE

DAY	DATE	ACTIVITY
Monday	December 3, 2012	Begin Design Phase
Monday	December 31, 2012	Submit Technical Memorandum
Friday	March 2, 2013	50% Interim Submittal
Friday	March 28, 2013	City Review
Tuesday	May 28, 2013	90% Interim Submittal
Friday	June 16, 2013	City Review
Friday	June 28, 2013	Submit to TCEQ
Friday	July 10, 2013	TCEQ Approval
Friday	July 12, 2013	Submit 100% Ready to Bid
Monday	August 13, 2013	Bid Opening
Wednesday	October 15, 2013	Contract Award
Sunday	November 2, 2013	Contractor NTP

3. FEES

A. Fee for Basic Services. The City will pay the A/E Consultant 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 1 above, and for all expenses incurred in performing these services. For services provided in Section 1, A/E Consultant will submit monthly statements for basic services rendered. In Section 1, the statement will be based upon A/E Consultant's estimate (and City Concurrence) of the proportion of the total services actually completed at the time of billing.

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 Consultant a not-to-exceed fee as per the table presented in Section 3.C. Summary of Fees.

C. Summary of Fees

Fee for Basic Services	
1. Wastewater Treatment Plant Closure Plan (including peer review)	\$26,760
2. Site Investigation for Closure	\$ 54,459
3. Final closure Report	\$ 27,336
4. Odor Mitigation Contract	\$ 244,728
5. Decommissioning Letter Report	\$47,938
Subtotal Basic Services Fees (Authorized)	\$401,221
Fee for Additional Services (Allowance)	
1. Coordination of Redevelopment Plan	\$28,845
2. Subsurface Utility Engineering	\$21,033
3. Environmental Remediation Due Diligence	TBD
4. Asbestos Remediation Evaluation	TBD
5. Public Outreach – Part A	\$68,820
6. Public Outreach – Part B	\$13,725
7. Supplemental Resident Project Representative	\$ 38,843
8. Peer review	\$ 18,400
9. Construction Observations	TBD
Sub-Total Additional Services Fees Authorized	\$189,666
Total Authorized Fee	\$590,887
Total Project Fee	\$590,887

EXHIBIT "A-1"
TASK LIST

CITY OF CORPUS CHRISTI WASTEWATER DEPARTMENT
BROADWAY WASTEWATER TREATMENT PLANT (WWTP) DECOMMISSIONING
CITY OF CORPUS CHRISTI, TX

Task I - Wastewater Treatment Plant (WWTP) Closure Plan

- 1) The A/E Consultant shall prepare and submit closure plan in accordance with the TCEQ laws and regulations.

Closure Plan will include the following Items:

- a. Site location and description of the site
 - b. City's Permit No. with TCEQ
 - c. Steps for Closure of Broadway WWTP
- 2) Attend and participate in client initiation meeting (1 meeting) with City's Engineering and Wastewater Department staff to discuss closure plan. Gather information and perform close coordination with the City's staff via phone and e-mails.
- 3) The A/E Consultant shall conduct one (1) site visit to visually identify and document existing structures and treatment units within the abandoned plant site.
- 4) The A/E Consultant shall prepare and submit one (1) electronic copy of closure plan including data collected.
- 5) Upon the receipt of City's comments, the A/E Consultant will make appropriate changes and submit three (3) paper hard copies to TCEQ for their review and comments. The A/E Consultant will also submit two (2) hard paper copies and one (1) electronic copy in CDROM to the City for their records.

Task II – Site Investigation for Closure

- 1) Upon approval of the Closure Plan by TCEQ, the A/E Consultant will perform sampling and analysis described in the approved closure plan to document conditions on the site.

Site Investigation Report for Closure will include the discussion on the following Items:

- a. Documentation and analysis of the existing site conditions
- b. Location of the sampling points (borings and temporary groundwater monitoring wells)
- c. Methodology for sampling
- d. Summary and analysis of the sampling results.

- 2) The A/E Consultant shall field locate proposed sample locations. City shall verify absence of underground utilities in those locations.

The A/E Consultant shall collect soil and groundwater samples (as specified in the Closure Plan) to determine if chemicals of concern (COCs) are present at concentrations that require removal or special handling (i.e. capping) if left in place.

- 3) The A/E Consultant shall analyze results of the samples collected for COCs which have been approved by TCEQ in the closure plan.

Task III – Final Closure Report

- 1) The A/E Consultant shall prepare a WWTP Final Closure Report in accordance with TCEQ regulations, the facility's existing permits, and Land Application Team guidance.

Final Closure Report will include the discussion on the following items:

- a. Documentation and analysis of the existing site conditions
 - b. Summary of the Site Investigation (Environmental Sampling)
 - c. Description of the steps involved in the Closure of the Broadway WWTP
 - d. Anticipated timeframe for closure of the Broadway WWTP
- 2) The A/E Consultant shall submit **one (1)** draft electronic copy of the Final Closure Report to the City for review and comment. The A/E Consultant shall revise and finalize the Final Closure Report as appropriate based on the City's comments.
 - 3) The A/E Consultant shall submit **three (3)** hard paper copies of the Final Closure Report to TCEQ. The A/E Consultant will also submit **two (2)** hard paper copies and **one (1)** electronic copy in CDROM to the City for their records.
 - 4) The A/E Consultant will respond to any comments or questions from TCEQ. Additional investigation required as a result of TCEQ comments shall be considered as an additional services item and will be initiated and completed only after the written authorization by the Director of Engineering Services.

Task IV – Odor Mitigation Contract

Phase I – Final Design Phase

- 1) The A/E Consultant shall submit a technical memorandum identifying the sources of odors, recommendations for mitigating odors prior to the demolition or renovation of the site and an OPCC for the mitigation measures. One (1) electronic copy of this technical memorandum will be submitted to the City for their records. This technical memorandum will be submitted within the first 75 days after the receipt of "Authorization to Proceed" from the City and will include the discussion on the following items:

- a. Identification of structures and treatment units that will require dewatering.
 - b. Identification of areas where sludge is to be removed.
 - c. Identification of potential odor producing components such as trickling filter media.
 - c. Recommendation for odor mitigation.
 - d. Recommendations for site security.
 - e. Odor monitoring plan and recommended control levels.
- 2) Perform field investigation in a site visit (1 site visit) as required to define the potential sources of odors.
 - 3) Attend and participate in client initiation meeting (1 meeting), technical memorandum review meeting (1 meeting), 50% Design Submittal review meeting (1 meeting) and 100% Interim Design Submittal review meeting (1 meeting) with pertinent City's Engineering and Wastewater Department staff to receive City comments on the submittals. Gather information and perform close coordination with the City's staff via phone and e-mails.
 - 4) The A/E Consultant shall prepare one (1) set of 50% design submittal (design drawings only) for the Odor Mitigation Project using FNI standard Contract Documents. The 50% review drawings shall be delivered to the City Staff in half size along with a list of front-end and technical specifications.
 - 5) There will be one (1) review workshop to discuss the 50% design submittal. The City will be responsible to provide comments to the A/E Consultant on electronic e-mail or CDROM. Upon receipt of all the electronic comments, the A/E Consultant will assimilate all review comments, modifications, additions/deletions and proceed to prepare a 100% Interim Design Submittal [Final Design Drawings, Front-End and Technical Specifications] for the Odor Mitigation Project. The A/E Consultant will prepare a memorandum that responds to all comments and how they will be addressed.
 - 6) Conduct one (1) construction sequencing workshop to coordinate the Odor Mitigation Project with the New Broadway WWTP construction.
 - 7) The A/E Consultant shall prepare one (1) set of 100% Interim Design Submittal for the City to review at 100% completion. There will be one (1) 100% Interim Design Submittal review coordination workshop to discuss the 100% Interim Design Submittal. The City will be responsible to provide follow-up comments to the A/E Consultant on electronic e-mail or CDROM. Assimilate all review comments, modifications and additions/deletions and proceed to completion of 100% Final Design Submittal. The original seals of the responsible professional engineer will be provided on the 100% Final Design Submittal and dated and the required no. of sets will be forwarded to TCEQ for review and approval. The A/E Consultant will be responsible for coordination of 100% Contract Documents submittal to TCEQ for review. In addition, the A/E Consultant will also be responsible for addressing TCEQ comments related to the A/E Consultant's

100% Contract Documents. The A/E Consultant will prepare a memorandum that responds to all comments and how they are addressed.

- 8) The A/E Consultant will prepare the final opinion of probable construction cost based on the 100% Contract Documents.
- 9) The A/E Consultant will submit 100% Contract Documents for FNI constructability review. The A/E Consultant will also make final modifications to the 100% Contract Documents per the comments provided during the constructability review.
- 10) Upon receipt of comments from TCEQ and FNI Construction Services, the A/E Consultant will make necessary modifications to the 100% Contract Documents. After the incorporation of all the comments, the stamp "ISSUED FOR BID" will be placed on the 100% full-size plans from the A/E Consultant and the original seals of the professional engineers will be placed on the drawings and dated. One (1) copy of the completed 100% "ISSUED FOR BID" Final Design Submittal will be forwarded to the City. The City will be responsible for reproduction for any additional sets of the completed "ISSUED FOR BID" Final Design Submittal per the requirement of the City. The A/E Consultant will also furnish one (1) CDROM with an electronic file copy of the "ISSUED FOR BID" plans in AutoCAD and specifications in Word to the City.

Phase II – Bid Phase

- 1) The A/E Consultant will assist the City in securing bids. The City will issue Notice to Bidders to prospective CONTRACTORS and vendors listed in their database of prospective bidders and to selected plan rooms.
- 2) The A/E Consultant will assist the City by responding to questions and interpreting bid documents. The A/E Consultant will prepare and issue addenda and forward the addenda to the City for distribution to the prospective bidders.
- 3) The A/E Consultant will assist the City in conducting one (1) pre-bid conference for the construction project and coordinate CONTRACTOR's responses with the City. Response to the pre-bid conference will be in the form of addenda issued after the conference. The A/E Consultant will also attend the tour of the project site along with the prospective contractors after the pre-bid conference.
- 4) The A/E Consultant will assist the City in the opening, tabulating, and analyzing the bids received. The A/E Consultant will review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified (based on City requirements) to construct the project. The A/E Consultant will submit to the City a written recommendation to award of contracts or other actions as appropriate to be considered by the City.
- 5) The A/E Consultant will make necessary modifications to the 100% "ISSUED FOR BID" Contract Documents based on the addenda issued during the Bid Phase. After the incorporation of all the comments, the stamp "ISSUED FOR CONSTRUCTION" will be placed on the 100% Contract Documents from the A/E Consultant. One (1) copy of the completed 100% "ISSUED FOR

CONSTRUCTION” Contract Documents will be forwarded to the City. The City will be responsible for reproduction for any additional sets of the completed 100% “ISSUED FOR CONSTRUCTION” Contract Documents per the requirement of the City. The A/E Consultant will also furnish one (1) CDROM with an electronic file copy of the “ISSUED FOR CONSTRUCTION” plans in AutoCAD and specifications in Word to the City.

Phase III – Construction Observation Services

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

The City agrees to include provisions in the Construction Contract Documents that will require the Construction CONTRACTOR to include FNI and their subconsultant(s) on this project to be listed as an additional insured on CONTRACTOR's insurance policies.

- 1) Assist City in conducting one (1) pre-construction conference with the CONTRACTOR, review construction schedules prepared by the CONTRACTOR pursuant to the requirements of the construction contract.**
- 2) Assist the City with coordination of the work under this contract with the construction of the New Broadway WWTP.**
- 3) Attend and participate in up to a maximum of six (6) periodic construction meetings to the site to attend the Monthly Construction Progress Meeting. Visits to the site for Monthly Construction Progress Meetings in excess of the specified number are an additional service.**
- 4) Attend and participate in up to a maximum of three (3) periodic site visits to the site (as distinguished from the continuous services of a Resident Project Representative) to observe whether the improvements have been completed in accordance with the Construction Contract Documents. The estimated construction time for this project is 9 months. FNI will endeavor to protect the City against defects and deficiencies in the work of CONTRACTOR and will report any observed deficiencies to the City. Visits to the site in excess of the specified number are an additional service.**
- 5) Review quality related documents provided by the CONTRACTOR such as shop drawings, test reports, equipment installation reports or other documentation required by the Construction Contract Documents.**

- 6) Process contract modifications and negotiate with the CONTRACTOR on behalf of the City to determine the cost and time impacts of change orders. Prepare change order documentation for approved changes for execution by the City. Documentation of field orders, where cost to City is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the CONTRACTOR or other deviations from the construction Contract Documents requested by the CONTRACTOR and approved by the City are an additional service. Substitutions of materials or equipment or design modifications requested by the City are an additional service.
- 7) Conduct, in company with City's representative, a final review of the Project for conformance with the Contract Documents of the Project and general compliance with the Construction Contract Documents. Attend and participate in up to a maximum of two (2) final walkthrough/punchlist site visits to the site (separate from site visits) to observe whether the improvements have been completed in accordance with the Construction Contract Documents. The City's representative will be responsible to track the completion of all the punchlist items. The A/E Consultant will issue FINAL Certificate of Completion upon the completion of all the punchlist items. Visits to the site in excess of the specified number are an additional service. Prepare a list of deficiencies to be corrected by the CONTRACTOR before issuing the FINAL Certificate of Completion. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the CONTRACTOR. Make recommendation for final payment to the CONTRACTOR.
- 8) Revise the construction drawings in accordance with the information furnished by Construction CONTRACTOR and the construction inspector reflecting changes in the Project made during construction. One (1) set of full-size prints of "RECORD DRAWINGS" and one (1) CDROM with an electronic file copy of the plans in AutoCAD after the completion of the Construction Project will be provided to the City. The City will be responsible for making additional sets of hard-copy prints and electronic copies per the requirement of the City.

Task V - Wastewater Treatment Plant (WWTP) Decommissioning Engineering Letter Report

- 1) The A/E Consultant shall prepare a WWTP decommissioning engineering letter report in accordance with TCEQ regulations, the facility's existing permits, and Land Application Team guidance. The report shall contain facilities descriptions, schematic layouts, sketches and conceptual design criteria. The report will consist of exhibits to indicate the considerations involved and solutions available to City on decommissioning of the Broadway WWTP. The report will also include documentation of the A/E Consultant's findings and recommendations with Opinion of Probable Construction Costs (OPCC) for the Project.

Decommissioning Engineering Letter Report will include the discussion on the following items:

- a. Summary of the Closure Report
 - b. Description of the City's anticipated use of the existing Broadway WWTP site
 - c. Evaluation for up to a maximum of **four (4)** decommissioning alternatives for the existing Broadway WWTP:
 - 1) Alternative 1 - No demolition and complete abandonment of the plant
 - 2) Alternative 2 - Partial demolition of all structures to 3-feet below grade, demolition of all piping and utilities within 3-feet below grade and capping of remaining piping and utilities
 - 3) Alternative 3 - Complete demolition of some of the structures to allow for construction of new structures in the future and capping of piping and utilities within 3-feet below grade
 - 4) Alternative 4 - Complete demolition of all structures and piping to allow for construction of new structures in the future
 - d. Opinion of Probable Construction Cost (OPCC) for the **four (4)** evaluated alternatives.
 - e. Recommendation for the preferred decommissioning alternative based on the City's anticipated use of the existing Broadway WWTP site. The findings of the report will be used to develop a future demolition contract for the Old Broadway WWTP.
- 2) Attend and participate in client initiation meeting (**1 meeting**) with City's Engineering and Wastewater Department staff to gather information from the City regarding future use constraints of the site and to discuss the WWTP decommissioning engineering letter report. Gather information and perform close coordination with the City's staff via phone and e-mails.
 - 3) The A/E Consultant shall conduct **one (1)** site visit to visually identify and document existing structures and treatment units within the abandoned plant site. The identified structures shall be inclusive of existing electrical facilities, office/storage/maintenance buildings, chemical storage/feed facilities, treatment process structures and distribution storage and pumping facilities. The following services will be provided in order to develop and submit the Broadway WWTP decommissioning engineering letter report:
 - 4) The A/E Consultant shall submit **one (1)** electronic copy of the WWTP decommissioning report to the City for review and comment. The A/E Consultant will review the engineering letter report with the City in **one (1)** Draft Engineering Letter Report Review Workshop. The A/E Consultant shall revise and finalize the WWTP decommissioning report as appropriate based on the City's comments.
 - 5) The A/E Consultant shall develop Opinion of Probable Construction Costs (OPCC) associated with demolition of the non-salvageable WWTP facilities and conceptual site plan. OPCC development shall consist of the itemized estimate to completely demolish and/or remove all existing non-salvageable facilities and

equipment and fill and compact voids to the existing grade level with select structural fill. The OPCC shall include cost associated with demolition and disposal of structures and equipment, removal of salvageable and recyclable equipment and materials as well as materials necessitating disposal.

- 6) The A/E Consultant shall submit two (2) hard paper copies and one (1) electronic copy in CDROM of the Final WWTP decommissioning engineering letter report to the City.

EXHIBIT "B"
INSURANCE REQUIREMENTS

Insurance Requirements

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

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

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

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

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

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

INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, save harmless 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, 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>	_____
_____	_____
_____	_____

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."

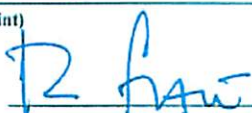
Name	Consultant
<u>N/A</u>	_____
_____	_____
_____	_____

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: 3-7-12

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.

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%