

**CITY OF CORPUS CHRISTI
AMENDMENT NO. 4
CONTRACT FOR ENGINEERING DESIGN**

The City of Corpus Christi, Texas, a Texas home-rule municipal corporation ("City") and **Freese and Nichols, Inc.** ("Consultant"), agree to the following amendments to the Contract for Professional Services for **O.N. Stevens Raw Water Influent Improvements (Project No. 8643)**:

Original Agreement	May 27, 2008	Administrative Approval	\$47,500.00
Amendment No. 1	January 12, 2010	Motion No. M2010-013	\$1,880,000.00
Amendment No. 2	November 20, 2011	Administrative Approval	\$49,431.00
Amendment No. 3	December 1, 2014	Administrative Approval	\$11,889.00

In the Original Contract, Exhibit "A", Section 1. Scope of Services shall be amended as set forth in the attached Amendment No.4, Exhibit "A".

In the Original Contract, Section 3. Fees shall be amended based on the modified scope of services in the attached Amendment No. 4, Exhibit "A" for a fee not to exceed **\$650,729.00**, for a total restated fee not to exceed **\$2,639,549.00**.

All other terms and conditions of the May 27, 2008 Contract for Professional Services between the City and Consultant, and of any amendments to that contract, which are not specifically addressed herein shall remain in full force and effect.

CITY OF CORPUS CHRISTI

J.H. Edmonds, P.E. Date
Director of Engineering Services

RECOMMENDED

Operating Department Date

APPROVED AS TO LEGAL FORM

Assistant City Attorney Date

APPROVED

Office of Management and Budget Date

ATTEST

City Secretary Date

FREESE AND NICHOLS, INC.

 3.8.16

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

Project Number 8643
Accounting Unit 4096-062
Account 550950
Activity 180415014096EXP
Account Category 50950
Fund Name Water 2015 CIP



Innovative approaches
Practical results
Outstanding service

800 N. Shoreline Blvd., Suite 1600N • Corpus Christi, Texas 78401 • 361-561-6500 • fax 361-561-6501

www.freese.com

February 3, 2016

Ms. Valerie H. Gray, P.E.
Executive Director, Public Works
City of Corpus Christi
P. O. Box 9277
Corpus Christi, Texas 78469-9277

Re: O. N. Stevens Raw Water Influent Improvements, City Project No. 8643
Amendment No. 4

Dear Valerie:

Freese and Nichols, Inc. (FNI) is pleased to submit our professional services amendment for the O.N. Stevens Raw Water Influent Improvements project. We have prepared our proposed amendment for Project No. 8643 relative to the relocation of the O.N. Stevens WTP Maintenance Building and re-initiation of the project following the AEP relocation. The building is being relocated to make way for the raw influent improvement piping and hydraulic structures at the headworks of the plant, as well as to provide for operational space for the chemical feed improvements as part of the AEP ROW agreement. FNI will coordinate with LNV, Inc. (LNV) to combine FNI's raw water influent and LNV's chemical feed improvement projects into one design, bid, and construction package, including a joint Basis of Design memorandum, updated pipeline alignments and hydraulic analysis, and combined bid and construction phase services.

We are proposing the following changes to the Scope items under Exhibit A, Part 1. Scope of Services:

A. Basic Services (Maintenance Building Relocation):

2. Design Phase:

- o. Conduct Project Kickoff Meeting and prepare meeting agenda and meeting minutes and distribute to project participants within 5 days of the meeting.
- p. Request available reports, record drawings, utility maps, and other information provided by the City pertaining to the project area. Provide topographic survey (by sub) of the site.
- q. Coordinate with the City's project manager to identify the operating department's potential project needs to include up to (1) project coordination meeting.
- r. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project, to include permitting, environmental, historical, construction, and geotechnical issues.
- s. Design Maintenance Building improvements for O.N. Stevens WTP for an approximately 8400 SF new facility to be relocated on site to include separate offices for the I/E Manager and the Maintenance Manager, as well as common office, break, conference, and restroom facilities for the Maintenance and I/E workers, and two I/E shops (clean/dirty) and one Maintenance shop, with a shared overhead crane between the Maintenance shop and the I/E (dirty) shop.

Design to include utility connections along Hearn Rd. and site design for parking lot and scrap/storage yard, as well as Pre-Sedimentation Basin spillway contour restoration – existing maintenance facility demolition to be part of Amendment S.

- t. Prepare (1) set of Construction Bid and Contract Documents in City format 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, project description, specifications and drawings, materials list, project/construction schedule, quantities, and cost estimate.
- u. Provide (1) hard copy and one electronic copy of 60% and pre-final interim plans, accompanied by an anticipated specification list at 60% and draft specifications at pre-final, for City review and comment, to include a Plan Executive Summary, which will identify, as needed:
 - Building Size
 - Material Selection
 - Permit Requirements
 - Utility Requirements
 - Standard Specifications
 - Non-standard Specifications
 - Unique construction or maintenance requirements
 - Cost alternatives
 - Status of action items
- v. Attend (2) interim review meetings with the City, and assimilate all review comments, modifications, additions/deletions, and proceed to the next level of design, providing meeting agenda and meeting minutes, to be distributed within 5 working days of the review meeting.
- w. Provide QA/QC measures to ensure that submittal of the interim 60% and pre-final and Construction plans accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City staff.
- x. Upon approval by the Executive Director of Public Works, provide (1) set of signed sealed plans and contract documents in hard copy and electronic format for use by the City to bid the project.
- y. Provide monthly progress reporting throughout the design phase

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

- a. Electronic index and database of City's record drawing and record information
- b. Requested record drawings, record information in electronic format as available from City Engineering files
- c. The preliminary budget, specifying the funds available for construction
- d. A copy of existing studies and plans. (as available from City Engineering files)
- e. Field location of existing City utilities
- f. City Control survey – provide bench marks and coordinates or plant control system
- g. Designate an individual to have responsibility, authority, and control for coordinating activities for the construction contract awarded.
- h. Provide the budget for the Project specifying the funds available for the construction contract.
- i. Provide electronic copy 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 perform Bid Phase services to include the following:

- a. Participate in the pre-bid conference and provide a recommended agenda for critical construction activities and elements impacted the project.

- a. Assist the City in solicitation of bids by identification of prospective bidders, and review of bids by solicited interests.
- b. 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.
- c. Attend bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendation concerning award of the contract.
- d. 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.
5. Prepare Agenda Memorandum and PowerPoint presentation in City format for City Council Meeting to award construction contract.
6. Provide monthly progress reporting throughout the bid phase

The City staff will:

1. Arrange and pay for printing of all documents and addenda to be distributed to prospective bidders.
 2. 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.
 3. Receive the Engineer's recommendation concerning bid evaluation and recommendation and prepare agenda materials for the City Council concerning bid awards.
 4. 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 (3) 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.
- j. Attend (6) monthly construction progress meetings
- k. Provide (6) monthly progress reports throughout the construction phase

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) (Maintenance Building Relocation):

11. Permit Preparation:

- a. Provide a TDLR permit and inspection to confirm ADA compliance

12. Right-of-Way (ROW) Acquisition Survey: (Not Authorized)

13. Construction Topographic Survey: (Not Authorized)

- a. Provide Construction Staking by establishing base survey controls for line and elevation staking (horizontal control only) – but not a detailed construction staking of lines and grades or building corners, which will be the Contractor's responsibility under a separate contract.
- b. Provide Construction Staking by establishing base survey controls for line and elevation staking – but not a detailed construction staking of lines and grades or building corners, which will be the Contractor's responsibility under a separate contract.
- c. All work will be tied to and conform with the City's Global Positioning System (GPS) control network and tie to a minimum of two (2) plant coordinate monuments.

14. Environmental Issues: (Not Authorized)

- a. Identify and develop a scope of work for any testing, handling, and disposal of hazardous materials or contaminated soils that may be discovered during construction.

15. 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.

16. **Start-Up Services: (Not Authorized)**

17. **Warranty Phase Services:** 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.

18. **Windstorm: (Not Authorized)**

Perform structural design in accordance with Texas Department of Insurance Windstorm Code. During construction perform inspections of critical structural items in order to provide documentation to TDI for building certification (WPI-8 certificate). File required forms with TDI for certification.

19. **Geotechnical Investigation:**

- a. Provide geotechnical report by an engineer licensed to practice in the State of Texas to investigate subsurface soils and make recommendations to support building foundation design.
- b. Provide one copy of the geotechnical report to the City in order to provide soil parameters, OSHA soil type classification and recommendations needed by the contractor/engineer to design braced excavations for installation of underground utilities, which they can use during the bid and construction phases.
- c. Provide two borings to termination depth of 25 feet within the footprint of the building.
Scope of the Proposed Subsurface Investigation
 - 1) Coordination with Texas One Call to identify underground utilities in the proximity of the boring/core locations. The borings/cores will be relocated if necessary.

- 2) Soil samples will be obtained at predetermined depths, unless subsurface conditions warrant additional sampling.
- 3) The borings will be advanced to the depths specified above.
- 4) Groundwater readings will be obtained during drilling and immediately upon completion of the drilling operations.
- 5) After obtaining the delayed groundwater readings, the open boreholes will be backfilled with excess soils obtained during the drilling operations; the base material will be replaced in the boreholes and patched with cold mix.

Scope of Laboratory Testing Program

- Supplementary Visual Classification (ASTM D2487)
- Water Content Tests (ASTM D2216)
- Atterberg Limits Tests (ASTM D4318)
- Unconfined Compressive Strength Tests (ASTM D2166)
- Percent Material Finer Than The #200 Sieve Tests (ASTM D1140)
- Potential of Sulfate Attack on Concrete or Lime Stabilized Soil (Standard Method E300)

All phases of the laboratory testing program will be performed in general accordance with applicable ASTM Specifications. All field and laboratory test results will be included on the boring logs or provided in the report.

d. Geotechnical Engineering Report

In addition to the field and laboratory testing, a geotechnical engineering report will be prepared that includes a description of the field exploration and laboratory tests, boring logs, a discussion of the engineering properties of the subsurface materials encountered, trench excavation design parameters, OSHA soil type classification, utility trench recommendations, foundation design recommendations and pavement recommendations for the proposed project

The City will:

1. Provide access for the Geotechnical Boring crew
2. Provide access for the Topographic Survey crew
3. Provide access for the ADA reviewer or Texas Department of Licensing and Regulation to perform reviews and inspections as necessary at all phases of construction
4. Provide access for the structural engineer to perform a Texas Department of Insurance Windstorm Inspection as necessary at all phases of construction

A. Basic Services (Raw Water Influent Improvements):

2. Design Phase:

- z. Due to 4-year Project halt due to AEP transmission line relocation effort, conduct A/E familiarization through review of preliminary engineering report, CAD drawings, subsurface utility engineering investigations, geotechnical report, hydraulic calculations, draft construction sequencing and demolition requirements, meeting minutes, action items tracker, decisions made tracker, and other applicable design documents.
- aa. Conduct Project Re-initiation Meeting with A/E Team to familiarize all team members with the project, where the design stopped, the AEP transmission line design updates, and the path forward on project activities.
- bb. Conduct Project Re-initiation Meeting with City and A/E. Prepare meeting agenda prior to this meeting, and prepare meeting minutes for distribution to project participants within 5 business days of the meeting.
- cc. Coordinate with LNV and lead effort to develop a Basis of Design memorandum, including raw water improvements design criteria and chemical feed requirements. Send draft memorandum to the City, address comments, and finalize the memorandum.
- dd. Attend up to two (2) additional meetings with City staff during the duration of the design phase to discuss the project as a whole, assimilate all review comments, modifications, additions/deletions, providing meeting agenda and meeting minutes, to be distributed within 5 working days of the review meeting.
- ee. Redesign the pipeline alignments and structure configurations based on the final AEP transmission line alignment (AEP design files and AEP final construction staking points for all new pole locations) and chemical feed system improvements. This realignment also includes rerouting of large diameter pipelines to/from the pre-sedimentation basin. The redesigned components of the project will be incorporated into the master submittal.
- ff. Preliminary routing of an additional, fourth raw water line from the plant boundary to the proposed raw water junction structure. This line will not be fully designed or installed, but will be planned for in the future. The fourth raw water line may be installed on a subsequent construction project.
- gg. Additional hydraulic analysis and updating of the hydraulic profile will be required for rerouting of project components.
- hh. Design modifications to the upstream raw water metering structure include installation of a minimal length (maximum of 50 LF) of a fourth raw water pipeline with pipe supports, piping, and spool pieces designed, as well as dishhead plugs on each end for future connections. This will involve structural and mechanical modifications to the junction structure. No flow meter or electrical power or controls will be included for this additional line.
- ii. Design modifications to the raw water junction structure include installation of a minimal length (maximum of 50 LF) of a fourth raw water pipeline on the influent side of the structure with a dishhead plug, as well as design of a manual fabricated gate in the structure for isolation. This will involve structural and mechanical modifications to the junction structure. No actuator or electrical power or controls will be included for this additional line.
- jj. Attend up to two (2) additional site visits and coordination meetings with ONSWTP staff to discuss realignments and site plan, including preparation of discussion topics and providing site visit memorandum and decision items.
- kk. Coordination with LNV for design of four (4) rapid mix structures at the connection point or upstream of each primary sedimentation basin, including structural design by FNI. Mechanical treatment design and sizing will be by LNV.

- ll. Coordination with LNV for design of four (4) chemical injection vaults and facilities, including structural design of the chemical injection vaults by FNI. Mechanical treatment design and sizing will be by LNV.
 - mm. Attend up to two (2) additional meetings with City staff to discuss rapid mix and chemical feed design, assimilate all review comments, modifications, additions/deletions, providing meeting agenda and meeting minutes, to be distributed within 5 working days of the review meeting.
 - nn. Design the demolition of the existing ONSWTP maintenance building (full demolition of the structure, slab and all interior components that the City desires for demolition, salvage, and removal).
 - oo. Coordinate the site civil of the site including drainage, grading, analysis of existing features, and any required appurtenances with LNV. LNV will lead site civil design.
 - pp. Coordinate with LNV and lead effort in sequencing construction with raw water influent improvements and chemical feed improvements. Develop a construction sequencing plan and specification.
 - qq. Conduct and attend up to two (2) additional meetings with City staff to discuss construction sequencing, assimilate all review comments, modifications, additions/deletions, providing meeting agenda and meeting minutes, to be distributed with 5 working days of the review meeting.
 - rr. Coordinate with LNV and lead effort in combining draft submittal plans and specifications into one review package for the City at both the 60% and 100% deliverable stages.
 - ss. Prepare for and present at City required submittal meetings at the 60% and 100% project deliverable stages, prior to City review.
 - tt. For the added design components of this amendment, provide QA/QC measures to ensure that submittal of the interim 60% and pre-final and Construction plans accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City staff for the additional design components.
 - uu. Provide monthly progress reporting of the combined FNI/ LNV project throughout the design phase for the additional design components.
 - vv. Electrical and instrumentation design for design basis memorandum, power upgrades, and demolition of existing maintenance building (BY BATH ENGINEERING)
3. Bid Phase: The A/E will perform Bid Phase services to include the following:
- f. Coordinate with LNV and lead effort in combining construction plans and specifications into one bid package.
 - g. Upon approval by the Executive Director of Public Works, provide (2) sets of signed sealed plans and contract documents in hard copy and electronic format for use by the City to bid the project for the additional design components.
 - h. Additional bid phase services related to construction of the additional influent pipeline, rapid mix structures, chemical injection vaults, and demolition of the existing maintenance building, including answering bidders' questions, preparation of any addenda and any other revisions necessary to inform contractors of approved changes prior to bidding. This additional bid phase effort includes leading the bid phase for the combined FNI/ LNV project.
 - i. Additional bid phase services related to electrical and instrumentation for power upgrades, and demolition of existing maintenance building (BY BATH ENGINEERING)
4. Construction Phase. The A/E will perform contract administration to include the following:
- j. Coordinate with LNV and lead effort in construction phase services, including leading construction phase administration and coordinating reviews.

- k. Additional construction phase services related to construction of the additional influent pipeline at the meter and junction structures, structural design of the rapid mix structures, structural design of the chemical injection vaults, and demolition of the existing maintenance building, including review of up to ten (10) additional shop drawings and submittals, review of up to three (3) additional test reports, interpretations and clarifications of the contract documents for up to five (5) RFI's or field orders, and additional record drawing preparation.
- l. Attend and lead up to six (6) additional monthly construction progress meetings and site visits with Contractor & City staff for the joint construction project, assimilate all review comments, modifications, additions/deletions, providing meeting agenda and meeting minutes, to be distributed within 5 working days of the review meeting.
- m. Additional electrical and instrumentation construction services for power upgrades, and demolition of existing maintenance building.

B. Additional Services (Allowance) (Raw Water Influent Improvements):

20. Automated Concepts:

At the request of the City (Mark Van Vleck) in July 2009, FNI coordinated the services of Automated Concepts to provide a chlorine unloading control panel including panel fabrication and testing, instrumentation and control components, software development and testing, installation of the panel at the designated location at ONSWTP, onsite wiring and connection, and testing and checkout of panel operation. FNI was directed by Mark Van Vleck and Alex Barabanov to handle this item as an amendment for the Raw Water Influent Project. FNI also coordinated testing and checkout of the panel in presence of City representatives.

C. Schedule

The following is updated project schedule for the project, including new design components addressed in this amendment.

ACTIVITY	TASK LEADER	DATE
Continue Design Phase	FNI	Date of Notice to Proceed
Draft Design Basis Memo	FNI	3 Weeks after Notice to Proceed
City Review of Draft Design Basis Memo	The City	2 Weeks following receipt of Draft Design Basis Memo
Final Design Basis Memo	FNI	2 Weeks following receipt of City Comments
60% Submittal & Submittal Meeting	FNI	24 Weeks after Notice to Proceed
City Review of 60% Submittal Complete	The City	4 Weeks following 60% Submittal
60% Submittal Review Meeting	FNI	2 Weeks following Receipt of City Comments
100% Submittal & Submittal Meeting	FNI	12 Weeks after City Review Meeting
City Review of 100% Submittal Complete	The City	4 Weeks following 100% Submittal
100% Submittal Review Meeting	FNI	2 Weeks following Receipt of City Comments
Final Issued for Bid Submittal	FNI	4 Weeks following 100% Submittal Meeting
Advertise for Bids	The City/ FNI	4 Weeks following Final Issued for Bid Submittal

ACTIVITY	TASK LEADER	DATE
Pre-Bid Conference	The City/ FNI	2 Weeks after Advertise for Bids
Receive Bids	The City/ FNI	4 Weeks after Advertise for Bids
Begin Construction (Notice to Proceed)	FNI	8 Weeks after Bid Opening
Construction Complete		24 Months after Notice to Proceed

In the Amendment No. 4, **EXHIBIT "A", PART 3. FEES, SECTION C. SUMMARY OF FEES** shall be modified for a revised fee not to exceed **\$650,729.00 (Six Hundred Fifty Thousand Seven Hundred Twenty Nine Dollars and No Cents)**, for a total restated fee not to exceed **\$2,639,549.00 (Two Million Six Hundred Thirty Nine Thousand Five Hundred Forty Nine Dollars and No Cents)**.

Sincerely,

Ron Guzman, P.E.
Principal

cc: file

EXHIBIT B

SAMPLE PAYMENT REQUEST FORM

Sample form for:
Payment Request
Revised 07/27/00

COMPLETE PROJECT NAME
Project No. XXXX
Invoice No. 12345
Invoice Date:

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
Basic Services:								
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	750	0	0	0	0%
Construction Phase	2,500	0	1,000	3,500	0	0	0	0%
Subtotal Basic Services	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services:								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
Summary of Fees								
Basic Services Fees	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
Total of Fees	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%



City of
Corpus
Christi

SUPPLIER NUMBER
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: Freese and Nichols, Inc.

P. O. BOX: _____

STREET ADDRESS: 800 N. Shoreline, 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)
NA	
_____	_____
_____	_____
_____	_____

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
NA	
_____	_____
_____	_____
_____	_____

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
NA	
_____	_____
_____	_____
_____	_____

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
NA	
_____	_____
_____	_____
_____	_____

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

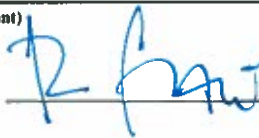
I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Ron Guzman, P.E.

(Type or Print)

Title: Principal

Signature of Certifying Person:



Date:

3-8-14

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.