

**CITY OF CORPUS CHRISTI  
AMENDMENT NO. 1 to  
MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES**

The City of Corpus Christi, Texas, hereinafter called "CITY," and **Freese and Nichols, Inc.**, hereinafter called "ENGINEER," agree to the following amendment to the MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES as authorized and administratively amended by:

Original Contract	September 22, 2015	Motion No. M2015-103	\$363,168.00
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**EXHIBIT A**, shall be modified to include additional services.

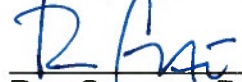
**ARTICLE II, COMPENSATION** shall be modified as shown in the attached Exhibit A for an additional fee not to exceed **\$187,200.00** (in figures) **One Hundred Eighty Seven Thousand Two Hundred Dollars and Zero Cents** (in words) for a total restated fee not to exceed **\$550,368.00** (in figures) **Five Hundred Fifty Thousand Three Hundred Sixty Eight Dollars and Zero Cents** (in words).

All other terms and conditions of the September 22, 2015 contract between the "CITY" and "ENGINEER" 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.  
Director of Engineering Services

**FREESE AND NICHOLS, INC.**

 8.23.16  
\_\_\_\_\_  
Ron Guzman, P.E. Date  
800 N. Shoreline, Suite 1600N  
Corpus Christi, TX 78414  
(361) 561-6500 Office  
(361) 561-6501 Office  
rg@freese.com

**APPROVED AS TO FORM**

\_\_\_\_\_  
Legal Department                      Date

**APPROVED AS TO FUNDING ONLY**

\_\_\_\_\_  
Office of Mgmt and Budget                      Date



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](http://www.freese.com)

August 17, 2016

Mrs. Valerie Gray, P.E.  
Executive Director of Public Works  
City of Corpus Christi  
P. O. Box 9277  
Corpus Christi, TX 78469-9277

Re: Capital Programs Department Staff Augmentation Consultant Services (Project No. E15120) –  
Amendment No. 2 (Revision No. 1)

Dear Mrs. Gray,

Freese and Nichols, Inc. (FNI) would respectfully request your consideration of our proposal for an amendment to our Project Management Services on an on-call basis. The proposal includes man-hours for one (1) P.E. (Eng. V) at a rate of \$160/hr. and one (1) P.E. (Eng. IV) at a rate of \$140/hr. to provide assistance with managing projects as directed by City of Corpus Christi staff for three 8-hour days a week per engineer for 26 additional weeks. The fee associated with this effort would be \$187,200. Monthly invoices will be for only those hours authorized and rendered.

After the initial 16 weeks of the proposed 26-week extension both FNI and the City of Corpus Christi will evaluate the staff augmentation services agreement and either party may terminate the agreement at that time. Services are expected to begin in September 2016 and reassessment period will begin on January 2, 2017.

Please feel free to contact me at 361.561.6500 if you have any questions regarding this matter.

Respectfully,

Freese and Nichols, Inc.

A handwritten signature in blue ink, appearing to read 'Ron Guzman'.

Ron Guzman, P.E.  
Vice President/Principal

Enclosures

**PROJECT NAME**  
**Project No. EXXXX**  
**Invoice No. 12345**  
**Invoice Date:**

**Basic Services:**

Preliminary Phase  
 Design Phase  
 Bid Phase  
 Report Phase  
 Construction Phase  
 Subtotal Basic Services

**Additional Services:**

Permitting  
 Warranty Phase  
 Inspection  
 Platting Survey  
 Reporting  
 O & M Manuals  
 SCADA  
 Subtotal Additional Services

**Summary of Fees**

Basic Services Fees  
 Additional Services Fees  
**Total of Fees**

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	0	0	0	0	\$0	0	0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	TBD	TBD	TBD	TBD	TBD	TBD	0	0%
	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	0	0	0	0	0	0	0	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%

## EXHIBIT C

### Insurance Requirements

#### Staff Augmentation Contracts

1.1 Consultant must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.

1.2 Consultant must furnish to the Director of Engineering Services with the signed agreement a copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit

WORKERS' COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory
Employer's Liability	\$500,000 /\$500,000 /\$500,000

1.3 In the event of accidents of any kind related to this agreement, Consultant must furnish the City with copies of all reports of any accidents within 10 days of the accident.

1.4 Applicable for paid employees, Consultant must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Consultant will be promptly met. An All States Endorsement shall be required if Consultant is not domiciled in the State of Texas.

1.5 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, 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. **Consultant is required to provide City with renewal Certificates.**

1.6 Consultant shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Engineering Services  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

1.7 **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:**

1.7.1 List the City and its officers, officials, employees and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;

- 1.7.2 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;
- 1.7.3 Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- 1.7.4 Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 1.8 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, 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 contract.
- 1.9 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 remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- 1.10 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this agreement.
- 1.11 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.
- 1.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.



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, Ste. 1600N **CITY:** Corpus Christi **ZIP:** 78401

**FIRM IS:**

1. Corporation	<input checked="" type="checkbox"/>	2. Partnership	<input type="checkbox"/>	3. Sole Owner	<input type="checkbox"/>
4. Association	<input type="checkbox"/>	5. Other	<input type="checkbox"/>		

### 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  
N/A

Job Title and City Department (if known)

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  
N/A

Title

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  
N/A

Board, Commission or Committee

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  
N/A

Consultant

### 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: 8.23.16

### 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.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-102953

Date Filed:  
08/23/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Freese and Nichols, Inc.  
Corpus Christi, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corpus Christi

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MSA - Project No. E15120

Provide professional engineering services to support staff augmentation project

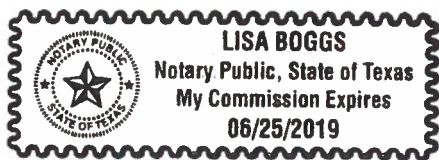
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hatley, Tricia	Oklahoma City, OK United States	X	
	New, John	San Antonio, TX United States	X	
	Payne, Jeff	Dallas, TX United States	X	
	Herchert, Robert	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Nichols, Michael	Fort Worth, TX United States	X	
	Milrany, Cindy	Fort Worth, TX United States	X	
	Pence, Robert	Fort Worth, TX United States	X	
	Gooch, Thomas	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ron Guzman, this the 23<sup>rd</sup> day of August, 2016, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Lisa Boggs  
Printed name of officer administering oath

Notary  
Title of officer administering oath