

**CITY OF CORPUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES
AMENDMENT NO. 1**

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 **Old Broadway Wastewater Treatment Plant Decommissioning (Project No. E12159)**:

Original Contract	December 11, 2012	Motion No. M2012-198	\$590,887
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In the Original Contract, Exhibit A, Section 1. Scope of Services shall be amended as set forth in the attached Amendment No.1, Exhibit A.

In the Original Contract, Exhibit A, Section 3. Fees shall be amended based on the modified scope of services in the attached Amendment No. 1, Exhibit A for a fee not to exceed **\$290,447**, for a total restated fee not to exceed **\$881,334**.

All other terms and conditions of the December 11, 2012 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

FREESE AND NICHOLS, INC.

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

March 22, 2018

Ron Guzman, P.E. Date
Principal
800 N. Shoreline Blvd., Suite 1600N
Corpus Christi, TX 78401
(361) 561-6500 Office
(361) 561-6501 Fax
rg@freese.com

APPROVED AS TO LEGAL FORM

Assistant City Attorney Date

ATTEST

City Secretary _____ Date _____

Project Number E12159
Accounting Unit 4254-042
Account 550950
Activity E12159-01-4254-EXP
Account Category 50950
Fund Name Wastewater 2015

March 12, 2018

Mr. Jeff Edmonds, P.E.
Director of Engineering Services
City of Corpus Christi
1201 Leopard Street
Corpus Christi, Texas 78469

Re: Broadway Wastewater Treatment Plan Demolition
Professional Services Proposal

Dear Mr. Edmonds:

Freese and Nichols, Inc. (FNI) is pleased to provide our Broadway Wastewater Treatment Plant Demolition Professional Services proposal.

Project Understanding:

Freese and Nichols, Inc. (FNI) understands that the City of Corpus Christi (City) is planning on demolishing the old Broadway Wastewater Treatment Plant. The old Broadway Wastewater Treatment plant was originally constructed in the 1930's and has been expanded upon multiple times since its original construction. The current plant footprint is approximately 8.0 Acres and it consists of numerous above and below ground structures. The scope of the contract is to remove all structures to a depth of 3 feet below existing grade. Also included in this project is the demolition of a two-story Administration Building and identifying/removing/terminating all underground process piping.

This scope does not include Hazardous Materials identification nor abatement. FNI will coordinate with a Hazardous Materials surveyor to provide the City with a proposal for Hazardous Materials Survey Services for the Broadway Wastewater Treatment Demolition project. FNI will provide support throughout the survey efforts in order to encourage a quality deliverable for the City. The Survey contract will be executed and funded by the City.

Basic Services:

1. Kick-off Meeting: FNI will conduct a project kick-off meeting with City to discuss project specifics such as utility coordination, Hazardous Materials Survey, project schedule and record document needs.
2. Hazardous Materials Survey Support: FNI will provide support to the City's Hazardous Material Surveyor to assist in City's Hazardous Materials identification/removal.
3. Data Collection and Review: A data request memorandum will be prepared and submitted to the City. FNI will review and analyze available data that is pertinent to the project. Data requests may include "As-Built" drawings of original plant and subsequent expansions/improvements.

4. Coordination for Administration Building and Chloride Disinfection Structure: FNI will coordinate with City Staff to ensure all current work-related activities have ceased and have been relocated from existing Administration Building along with coordinating the demolition of chlorine contact structures and chemical tanks currently being utilized.
5. Coordination with Existing Utility: FNI will coordinate demolition activities with all utility providers servicing the project site such as American Electric Power, AT&T and City owned services.
6. Coordinate with Wastewater Operating Department: FNI will coordinate with City Wastewater Staff to determine intent to salvage any material and/or equipment.
7. Develop 60% Design Submittal: FNI will prepare 60% demolition package for the removal of the following structures:

Base Bid:

- a. Plant Office Building
- b. Lift Station and Bar Screen
- c. Relief/Recirculation Pumps and Wet Well
- d. Final Sludge Pumps
- e. Final Effluent Pumps
- f. Final Clarifier No. 1
- g. Final Clarifier No. 2
- h. Headworks Structure
- i. Return Flow Reconditioners
- j. Primary Sludge Pumps
- k. Blower and Sludge Pumps
- l. Grit Removal and Parshall Flume
- m. Septage Receiving Station
- n. Standard Trickling Filter No. 1
- o. Standard Trickling Filter No. 2
- p. Standard Trickling Filter No. 3
- q. Standard Trickling Filter No. 4
- r. Redistribution Box
- s. Relift Pumps
- t. Intermediate Clarifiers No. 1
- u. Intermediate Clarifiers No. 2
- v. Intermediate Sludge Pumps
- w. High Rate Trickling Filter Splitter Box
- x. High Rate Trickling Filter No. 1
- y. High Rate Trickling Filter No. 2
- z. Disinfection Chemical Storage Tanks
- aa. Sand Filter Chamber
- bb. Yard Piping
- cc. Site Paving
- dd. Old Pump Building (storage)
- ee. Flood Pump Building
- ff. Oil Storage Building
- gg. Primary Clarifier No.1
- hh. Electrical/Breakroom Building

Additive Bid Items

- ii. Chlorine Contact Chamber
- jj. Non- Potable Pump Building
- kk. Digester Tanks
- ll. Digester Operations Building
- mm. Primary Clarifier No.2
- nn. Belt Press Building

FNI will also develop formal site grading, storm water pollution prevention plans, traffic control plans, seeding and temporary irrigation plans.

FNI will compile demolition quantities and prepare Opinion of Probable Construction Costs for both demolition and final site grading improvements.

FNI will submit five hard copies of submittal documents (plans and specifications) to the City. Plans will be 11"X17". All documents will also be provided in electronic format (PDF) for review and comment.

8. Pre-final and Final Design:

- a. Pre-Final and Final Design will include all elements of 60% Design.
- b. Develop the pre-final design by addressing City formal review comments of 60% design submittal. The Pre-Final submittal will include a plan executive summary, plans, specifications, and up-to-date front-end documents. Provide copy of the documents to the City in electronic format (PDF) for review and comment.
- c. Develop a revised OPCC for the proposed improvements based on pre-final submittal.
- d. Hold one (1) review session with City staff to discuss issues and review the pre-final design.
- e. Address any final comments from the pre-final design submittal prior to finalizing the signed/sealed (IFB) set for submittal to the City for bid.

9. Bid Phase Support:

- a. Assist City in soliciting qualified contractors to bid on the project.
- b. Participate in the pre-bid meeting.
- c. Assist City in securing bids by responding to bidder's requests for information (RFI) during bid phase. Prepare addenda as necessary to address RFIs.
- d. Compile the bid tab, review bids for responsiveness, and provide a bid award recommendation to the City.

10. Construction Phase:

Upon completion of the bid phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect City of Corpus Christi 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.

These services are based on the use of FNI Standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract

administration procedures are an additional service. If general conditions other than FNI standards are used City of Corpus Christi agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

- a. Attend the pre-construction meeting and provide an agenda and record and provide meeting minutes.
- b. Provide general representation services during construction by assisting the City in Submittal review in a manner consistent with the requirements of the construction contract documents. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and test results in accordance with the requirements of the construction contract documents for the projects.
- c. Attend up to monthly construction progress meetings, and provide an agenda and record and provide meeting minutes. Demolition project is anticipated to be a total of six (6) months.
- d. Conduct, in company with City's representative, one (1) site visit and final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment.
- e. Revise the construction drawings in accordance with the information furnished by construction Contractor reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by FNI to the City.

Additional Services:

This section defines the scope of additional services that may only be included as part of this Contract if authorized by the City. The Consultant may not begin work on any services under this section without specific written authorization from the City. Fees for Additional Services will be negotiated by the City, as required. The Consultant will, with written authorization by the City, perform the following services.

1. Topographical Survey Services
2. Landscape/Irrigation Services

Project Schedule:

FNI proposed to submit Project submission packages as per the following schedule:

- | | |
|-----------------------------|--|
| 1. 60% Submission | 12 weeks upon receiving notice to proceed |
| 2. 90% Submission | 8 weeks upon receiving Owner's 60% review comments |
| 3. Pre-Final Submission | 3 weeks upon receiving Owner's 90% review comments |
| 4. Issue for Bid submission | 1 week upon receiving Owner's Pre-Final comments |

Fee:

Freese and Nichols, Inc. proposes to provide the scope of services listed above for the Lump Sum fee listed below.

Basic Services:	\$277,751.00
Additional Services:	\$12,696.00

Total Project Fee:	\$290,447.00
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Please feel free to contact me at 361.561.6510 should you have any questions regarding this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read "R Guzman".

Ron Guzman, P.E.

Principal

cc: file



City of
Corpus
Christi

SUPPLIER NUMBER
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

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

COMPANY NAME: FREESE AND NICHOLS, INC

P. O. BOX: _____

STREET ADDRESS: 800 N SHORELINE BLVD **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)
N/A	N/A
_____	_____
_____	_____
_____	_____

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
N/A	N/A
_____	_____
_____	_____
_____	_____

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
N/A	N/A
_____	_____
_____	_____
_____	_____

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
N/A	N/A
_____	_____
_____	_____
_____	_____

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: Vice President/Principal

Signature of Certifying Person:



Date: March 1, 2018

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.