

**Service Agreement No. 1474
CITY OF CORPUS CHRISTI
AMENDMENT NO. 2 to the
CONTRACT FOR PROFESSIONAL SERVICES**

The City of Corpus Christi, Texas, hereinafter called "CITY," and **Freese and Nichols, Inc.**, hereinafter called "CONSULTANT," agree to the following amendment to the Contract for Professional Services **Corpus Christi Reservoir Operating System Infrastructure Improvement (Project No. E13050)** as authorized and administratively amended by:

Original Contract	December 4, 2017	Administrative Approval	\$24,230.00
Amendment No. 1	August 12, 2019	Administrative Approval	\$23,922.00

IN THE ORIGINAL CONTRACT, EXHIBIT A, SCOPE OF SERVICES, shall be modified as shown in the attached Exhibit A.

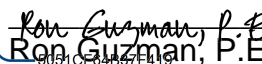
IN THE ORIGINAL CONTRACT, ARTICLE III, COMPENSATION shall be modified as shown in the attached Exhibit A for an additional fee not to exceed **\$600,330.00** for a total revised fee not to exceed **\$648,482.00**. Monthly invoices to be submitted in accordance with Exhibit B.

All other terms and conditions of the December 4, 2017 contract 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.

Michael Rodriguez
Chief of Staff

DocuSigned by: 4/13/2020


Ron Guzman, P.E.
Date
Vice President/Principal
800 N. Shoreline, Suite 1600N
Corpus Christi, Texas 78401
(361) 561-6500 Office
rg@freese.com

APPROVED AS TO FORM

DocuSigned by: 4/14/2020


208F28F0A822443
Legal Department Date

ATTEST

City Secretary 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

March 6, 2020

Jeff Edmonds, P.E.
Director of Engineering Services
City of Corpus Christi
1201 Leopard St.
Corpus Christi, TX 78401

Re: Choke Canyon Dam Infrastructure Improvements – Amendment #2 (Revision 2)
City Project No. E13050
Reservoir Operations (RFQ 2016-01) – Choke Canyon Dam Gate Controls System

Dear Mr. Edmonds:

It is our pleasure to provide a scope of services and fee proposal to support the Reservoir Operations Final Design amendment for Choke Canyon Dam Spillway Electrical Upgrades and Outlet Tower Improvements. The City's Engineering Staff have directed FNI to focus our final design efforts under this selection on Gate Controls Systems at Choke Canyon Dam based on items identified as priorities by the United States Bureau of Reclamation (USBR) through its 2012 Comprehensive Facilities Review. Recommendations were made to address the concerns of the USBR as a part of the *Choke Canyon Dam Gate Controls Systems Evaluation* dated October 15th, 2018.

Per USBR and FNI recommendations, the project goal is to prepare construction plans and specifications for:

- Upgraded Gate Control Systems at the Emergency Spillway and the Low Flow Outlet Tower
- Refurbishment of the outlet tower trash racks protecting each sluice gate
- Life safety improvements for safe operation of the Stoplog System
- Repair of concrete spalling on the emergency spillway chute.
- Stabilization of Gantry Crane Resting Pad
- New maintenance facility

The project will include the following:

BASIC SERVICES

Project Management: Establish schedule, coordinate information between FNI and the City of Corpus Christi (City), and other efforts in support of this project. Coordinate Quality Control (QC)/Quality Assurance (QA) by Senior Management and Technical Staff consistent with FNI's established internal quality review processes. Coordinate conference calls for internal kickoff meeting, client kickoff meeting, and progress meetings.

Project Management, Meetings, and Data Assembly:

The following tasks will be performed as part of project management:

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1. Establish project and manage schedule and work execution. Develop contracts for electrical subconsultant to work in partnership with FNI.
2. Coordinate information between the FNI team and City. Upon City approval, coordinate information between United States Bureau of Reclamation, City , and FNI.
3. Coordinate Quality Control (QC)/Quality Assurance (QA) by FNI Senior Management and Technical Staff.
4. Develop and provide monthly status reports, including financial information.

Electrical Field Investigation: Conduct a field investigation to validate design assumptions and take measurements of existing equipment.

Sluice Gate Controls

The following tasks will be performed for field investigation:

1. Perform site visit and perform verification of record drawing for only visible components.

Low Flow Outlet Perform upgrade design of low flow outlet sluice gate controls for four (4) sluice gates, upgrade to a bypass steel conduit (20-inch and 60-inch) outlet controls, and electrical upgrades to the panels and transformers. Additionally, new trash racks will be installed upstream from the sluice gates.

Sluice Gate Controls and Upgrades:

The following tasks will be performed for the four (4) sluice gates:

1. Specify new electrical actuators to replace existing actuators including coordination with approved manufactures.
2. Design new travel counter/direction indicator utilizing new electric actuators.
3. Design new remote I/O rack at outlet tower to interface with new electric actuators and communicate to PLC in bunker for monitoring and control.
4. Design new remote PLC control in DS bunker to include travel counter/direction indicator
5. Develop a monitoring and control on new PLC-based HMI master control processor touch screen located in bunker for all (4) sluice gates

Bypass Conduit (20-inch) Outlet Controls

The following tasks will be performed for the 20-inch Bypass Conduit:

1. Develop new encoders for gate position indication to PLC utilizing existing hydraulic actuator
2. Design new outlet controls in bunker to include travel counter/direction indicator
3. Develop monitoring and control on new PLC-based HMI master control processor touch screen in Bunker for 20" outlet.

Bypass Conduits (60-inch) Outlet Controls

The following tasks will be performed for the two 60-inch Bypass Conduits:

1. Develop new encoders for gate position indication to PLC utilizing existing hydraulic actuator
2. Design new outlet controls in bunker to include travel counter/direction indicator
3. Develop monitoring and control on new PLC-based HMI master control processor touch screen in Bunker for both 60" outlets.

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Electrical Upgrades

The following tasks will be performed for the Electrical Upgrades:

1. Design new 480V distribution Panel.
2. Design new 120/208V Panel.
3. Design new 480V – 120/208V transformer

Trash rack System Upgrades

The following tasks will be performed for the Trash rack:

1. Develop trash rack corrosion protection system
2. Develop trash rack #3 hatch repair
3. Design trash rack refurbishment and recoating details.

Emergency Spillway: Design new controls for each spillway hoist, spillway control room upgrades, stoplog gantry crane upgrades, and electrical upgrades. Additionally, design repairs of the concrete spalled area of the spillway chute.

Spillway Gate Controls

The following tasks will be performed for the seven (7) spillway gate hoists:

1. Design new stainless steel NEMA 4X enclosures and support racks at each hoist
2. Design New electrical control gear, including local PLC-based HMI control processor touch screen on swing out door inside enclosure
3. Design New electrical feed wiring to each hoist (and conduit as needed)
4. Design new hoist & lube oil motor starters and controls wiring
5. Design new encoders for gate position indication to PLC

Spillway Control Room and Stoplog Gantry Crane

The following tasks will be performed for the spillway control room and stoplog gantry crane:

1. Design new PLC-based HMI master control processor touch screen that bundles controls for all (7) gates to include travel counter/direction indicator for all (7) gates on one screen
2. Upgrade I/O wiring (and raceways/conduit as required)
3. Develop new electrical feed wiring (and conduit as needed)
4. Design new Stoplog Gantry Crane electrical enclosure upgrade to NEMA 4X
5. Design new Stoplog Gantry Crane overhead electrical wiring replacement/repair
6. Replace Lake level transmitter with new transmitter

Electrical Upgrades

The following tasks will be performed for the Electrical Upgrades:

1. Design new 480V distribution Panel.
2. Design new 120/208V Panel.
3. Design new 480V – 120/208V transformer

Spillway Spall Repair Plan and Details

The following tasks will be performed for the spillway spall repair:

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1. Perform a site visit to inspect areas experiencing concrete spalling and develop a layout of spalled areas to be addressed and shown on the construction drawings. Assessment of superficial concrete along joint areas will be performed using non-destructive testing (NDT) methods. These methods will consist of sounding the concrete with a hammer or steel rod to identify delamination or potentially unsound concrete along joints. The goals of the inspection will be to assess a potential issue, general extent of problems found, and variations in severity at differing locations.
2. Develop repair details, including requirements for concrete demolition, surface preparation, and placement of new concrete, along with doweling and/or anchorage as required.
3. Develop a technical memorandum to document site visit, including layout of spalled areas.

Gantry Crane Resting Slab Stabilization and Repair:

1. Design helical pile stabilization of existing crane resting pad.
2. Design repairs to broken pad corners.

Spillway Deck Safety Grating Design

The following tasks will be performed for the spillway deck grating:

1. Perform a design site visit to inspect and measure the existing slots for the grating.
2. Review historic technical information.
3. Develop grating details for a new safety rail system.

Maintenance Facility: Design building foundation, work lighting and electrical outlets, and specify pre-engineered metal building for provision by the contractor.

The following tasks will be performed for the proposed maintenance facility:

1. Determine building function with input from staff
2. Design building foundation based on geotechnical testing, loading information, and foundation design recommendations provided by the City
3. Design performance specification to allow contractor to procure appropriate pre-engineered metal building for installation.

Lifting Beam Procurement Support: The City intends to procure a new lifting beam based on original engineering design and specification. The following tasks would be performed under this item:

1. Limited support of required bid information, such as steel grade, dimensional alterations, or review and coordination of procurement descriptions or requirements.

Design Report: Prepare a design report to document the basis of design, equipment description, and updates to the standard operating procedure for the gates.

The following specific tasks will be completed to develop the Design Report:

Design Report:

1. Prepare a draft report discussing findings from inspection, engineering evaluations, and final design decisions with supporting appendices as required.
2. Meet with City personnel in person and via phone to discuss comments and prepare the final report.
3. Revise report per City comments and issue final design report to improve the life safety during deployment of the Stoplog System.

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Construction Drawings and Specifications: Prepare construction documents to serve as the basis for preparation of quantity estimates and opinion of probable construction cost and to allow City to secure services of a qualified contractor to perform the work. The construction documents will include drawings, technical specifications, and contract bid documents for during bid phase and construction. Technical specifications will be prepared to describe the scope, materials, standards and procedures to which the work is to be performed. The technical specifications along with the instructions to bidders, general conditions, special conditions, bid forms, bid schedule, design drawings and reference drawings will form the final contract bid package.

The following specific tasks will be completed to develop the construction drawings:

60% Design:

1. Develop 60% design submittal. The 60% submittal will include an executive summary, plans, a technical specification list, front-end documents, and a preliminary opinion of probable construction costs (OPCC). Provide copy of the documents to the City in electronic format (PDF) for review and comment. Following City approval, coordinate review of documents by USBR.
2. Coordinate drawings with the technical specifications so that all items of work and materials are covered in the specifications and compatible with notes on the drawings
3. Hold a review session with City staff to discuss issues and review the 60% design submittal.

90% Design:

1. Develop the 90% design by addressing City formal review comments of 60% design submittal. The 90% submittal will include a 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. Following City approval, coordinate review of documents by USBR.
2. Revise technical specifications by addressing City formal review comments of 60% design submittal.
3. Develop a revised OPCC for the proposed improvements based on the submittal.
4. Hold a review session with City staff to discuss issues and review the 90% design.

Pre-Final and Final Design:

1. Develop the pre-final design by addressing City formal review comments of 90% 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. Following City approval, coordinate review of documents by USBR.
2. Develop a revised OPCC for the proposed improvements based on pre-final submittal.
3. Hold a review session with City staff to discuss issues and review the pre-final design.
4. 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.

Bid and Construction Phase Services: Provide support to the City personnel during the bidding period and construction phase to assist City with construction document interpretation and compliance with engineer's intent.

Support during Bidding Process

The following specific tasks will be provided during the bid phase:

1. Participate in the pre-bid conference to discuss scope of work and to answer scope questions
2. Review all questions concerning the bid documents and prepare any revisions to the plans, specifications and bid forms that may be necessary.
3. Attend bid opening and assist with the evaluation of bids.

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4. Assist with the review of the Contractor's Statement of Experience and confirm it meets Contract requirements.
5. For bids over budget, the A/E will confer with City staff and provide and, if necessary, make such revisions to the bid documents as the City staff deems necessary to re-advertise the Project for bids.
6. Provide two (2) hard copy set and one (1) electronic set of **conformed drawings and conformed Contract Documents** (PDF and original [CAD/Word/etc.]) to the City.

Construction Phase Services

Provide professional Construction Phase Services (CPS) to assist in obtaining a completed project in accordance with the purpose and intent of the Construction Contract Documents. The overall construction schedule for the electrical upgrades and spall repairs is estimated to be approximately eight months. Any effort directly or indirectly related to a time extension to the contractor and project duration will be an additional service for FNI. Also, any effort not included in this scope will be considered an additional service.

Upon completion of the bid and negotiation phases, FNI shall proceed with the performance of construction phase services as described below. FNI shall endeavor to protect the 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 following specific tasks will be provided during construction:

1. Attend and participate in a pre-construction conference with the City and contractor, review construction schedules prepared for the Owner by the contractor pursuant to the requirements of the Construction Contract Documents and review proposed estimate of monthly cash requirements of the project from information provided through the City by the contractor.
2. Establish communication procedures between the City and contractor. Establish FNI Construction Management software, as the electronic web-based project documentation management system for distributing submittals, submittal responses, and construction related documents.
3. Coordinate and/or cause the timely coordination (distribution, receipt and tracking) of project documents between all parties including City, the contractor, FNI, and FNI's subcontractors/subconsultants as appropriate.
4. Review and make recommendations to the City regarding contractor's progress payment requests-36.

Contractor Submittal Reviews

1. Review contractor's submittals, including requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the Construction Contract Documents for the project. Review contractor's submittals throughout construction for consistency with plans, specifications, and project requirements. Recommend action to the City for reviewed submittals. It is anticipated that submittal reviews will consist of the following:
 - a. Record Data/Certified Test Reports/Lab Test Reports – 10
 - b. Requests for information – 10
 - c. Schedule of Progress – 8
 - d. Submittals and Shop Drawings – 3

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2. Provide technical information for inclusion in change orders or requests for quotes. Engineering analyses, plans, and specifications required to implement a change to the project design is considered an additional service and will be as agreed to by the City in writing prior to work being performed.
3. Review all contract modifications and field orders for conformance with the contract documents. Assist in negotiating contractor costs for design change orders. Prepare approvals of significant design modifications and substitutions of materials and provide written reports to the City.

Site Visits

1. Make visits appropriate to the stage of construction to the site to observe the progress and the quality of work and attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort, FNI shall endeavor to protect the City against defects and deficiencies in the work of the contractor and shall report any observed deficiencies or non-conforming work to the City. Visits in excess of the specified number above in Items 1-4 are considered an additional service.
 - a. Monthly Meeting Visits. Eight (12) Monthly Construction Progress meetings and construction site visits for the Engineer or Record, or his designee, immediately prior to, or subsequent of, progress meetings.
 - b. Site Visits. Four (4) site visits are anticipated to perform inspection and coordination.
 - c. Additional Site Visits. Four (4) site visits are reserved for special circumstances as required to support the construction of the project or as directed by the City.

Completion Activities

1. Revise the construction drawings in accordance with the information furnished by the contractor reflecting changes in the project made during construction. "Red Lines" will be developed and maintained by the contractor and approved by the City's inspector. Two (2) sets of prints of Record Drawings shall be provided by FNI to the City.
2. Prepare and submit a project completion report summarizing the construction phase observations by FNI.
3. Conduct, in company with the City, a one-year warranty phase inspection (one day visit) of the project to evaluate the condition and performance of the spillway gate and low-flow outlet controls, as well as the gantry crane and slab. Provide a technical memorandum summarizing findings from the site observations.

Additional Services:

Tasks not included in this work authorization would require a new work authorization or an amendment to this work authorization agreed to in writing by the City and FNI.

Project Assumptions:

Maintenance Facility (46' x 60')

It is our understanding that the City desires only an engineered slab and limited electricity for lights and outlets to support vehicle repair and maintenance. No occupancy is supported by this scope, as it is a temporary repair facility to get repair items out of the elements. No plumbing, interior walls, interior finishes, HVAC, insulation, landscaping, or other amenities normally required in an occupied structure would be provided under this scope. The metal frame building will be a performance specification building, engineered by the manufacturer, with the only structural engineering being performed under this scope to be the building foundation. The building site has already been designated by City staff, who have already built up the sand pad to support the building foundation. Geotechnical investigation and foundation design recommendations would be provided by the City to support FNI foundation design.

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Gantry Crane Resting Pad Stabilization

The design in this scope is considered a temporary 10-year design that cannot prevent further settlement but should stabilize and slow further settlement. Only a geotechnical investigation could provide information about why the settlement is occurring, and if there are any voids or issues below the pad. FNI can assist the City in defining the scope for the geotechnical investigation, to be funded directly through City geotechnical providers, outside of this contract. Design of the repair of the gantry crane rail after pad stabilization is outside of this contract.

Schedule:

Activity	Duration	Months after NTP	Anticipated Date
Commencement of Services	-	-	April 2020
60% Design Documents*	4 months	4 months	August 2020
90% Design Documents*	4 months	8 months	December 2020
Pre-Final Bid Documents*	3 months	12 months	March 2021
Issued For Bid Documents	2 months	14 months	May 2021
Bid and Award Phase	3 months	17 months	August 2021
Construction Begin	-	19 months	October 2021
Construction End	12 months	31 months	October 2022

* activity dates assume 2-week duration of City review

Engineering Fee:

Proposed lump sum engineering phase services fees, including direct costs, for the tasks described in this scope of work are as shown in the table below:

TASK		
1	Design	\$422,866
2	Bid-Phase	\$25,638
3	Construction Support	\$151,826
Total Fee		\$600,330

Please feel free to contact me at 361.561.6510 if you have any questions regarding this matter.

Respectfully,

Freese and Nichols, Inc.



Ron Guzman, P.E.
Vice President/Principal

Original Contract	Amendment No. 1	Amendment No. 2	Amendment No. 3	Total Contract
\$24,230.00	\$23,922.00			\$48,152.00
		\$422,866.00		\$422,866.00
		\$25,638.00		\$25,638.00
		\$151,826.00		\$151,826.00
\$24,230.00	\$23,922.00	\$600,330.00	\$0.00	\$648,482.00
				\$0.00
				\$0.00
				\$0.00
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				\$0.00
				\$0.00
				\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$24,230.00	\$23,922.00	\$600,330.00	\$0.00	\$648,482.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$24,230.00	\$23,922.00	\$600,330.00	\$0.00	\$648,482.00

Sample form for:
Payment Request
AE Contract
Revised 02/01/17

COMPLETE PROJECT NAME

Project No. XXXX

Invoice No. 12345

Invoice Date 01/01/2017

	Total			Current Invoice	Previous Invoice	Total Invoice	Remaining Balance	Percent Complete
	Contract	Amd No. 1	Amd No. 2					
Basic Services:	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	100.0%
	\$2,000.00	\$1,000.00	\$0.00	\$1,000.00	\$500.00	\$1,500.00	\$1,500.00	50.0%
	\$500.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$750.00	0.0%
	\$2,500.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$3,500.00	0.0%
	\$6,000.00	\$1,000.00	\$1,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services:								
	\$2,000.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	\$1,500.00	25.0%
	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,120.00	0.0%
	\$0.00	\$0.00	\$1,627.00	\$0.00	\$0.00	\$0.00	\$1,627.00	0.0%
	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Summary of Fees:								
	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	\$2,000.00	\$1,120.00	\$1,627.00	\$500.00	\$0.00	\$500.00	\$4,247.00	10.5%
Total of Fees	\$6,000.00	\$1,000.00	\$1,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$5,750.00	30.3%
	\$2,000.00	\$1,120.00	\$1,627.00	\$500.00	\$0.00	\$500.00	\$4,247.00	10.5%
	\$8,000.00	\$2,120.00	\$2,877.00	\$1,500.00	\$1,500.00	\$3,000.00	\$9,997.00	23.1%

Notes:

If needed, update this sample form based on the contract requirements.
If applicable, refer to the contract for information on what to include with time and materials (T&M).

EXHIBIT C

Insurance Requirements

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
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage 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
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim If claims made policy, retro date must

	be prior to inception of agreement, have 3-year reporting period provisions and identify any limitations regarding who is insured.
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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 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, with the exception of professional liability, which may be on a per claims made 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.**

1.5 Consultant is 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

1.6 **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:**

1.6.1 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 professional liability/Errors & Omissions policy;

1.6.2 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;

1.6.3 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.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 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 Blvd., Suite 1600 **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	
_____	_____
_____	_____
_____	_____

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	
_____	_____
_____	_____
_____	_____

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	
_____	_____
_____	_____
_____	_____

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	
_____	_____
_____	_____
_____	_____

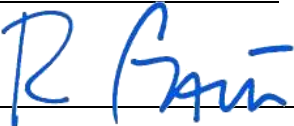
FILING REQUIREMENTS

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 **Title:** Vice President/Principal
(Type or Print)

Signature of Certifying Person:  **Date:** January 3, 2020

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.