

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

The City of Corpus Christi, Texas hereinafter called "CITY", and Urban Engineering hereinafter called "ENGINEER," agree to the following amendment to the Contract for Professional Services for City-Wide Collection System Replacement and Rehabilitation Indefinite Delivery/Indefinite Quantity (IDIQ) Program (Project No. E12161/E14015), as authorized and amended by:

Original Agreement	March 19, 2013	Motion No. M2013-047	\$120,880.00
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**Exhibit "A", Section I. Scope of Services, Part A. Basic Services, Item No. 4 Construction Phase** shall be amended to include services as specified in the attached Amendment No. 1 Exhibit "A".

**Exhibit "A", Section I. Scope of Services, Part B. Additional Services, Item No. 1 Topographic Survey and Item No. 2. Warranty Phase** shall be amended to include services as specified in the attached Amendment No. 1 Exhibit "A".

**Exhibit "A", Section III. Fees** shall be amended as specified in the attached Amendment No. 1 Exhibit "A", for a revised fee not to exceed **\$120,880.00 (One Hundred Twenty Thousand Eight Hundred Eighty Dollars and Zero Cents)**, for a total restated fee not to exceed **\$241,760.00 (Two Hundred Forty-One Thousand Seven Hundred Sixty Dollars and Zero Cents)**. Monthly invoices shall be submitted in accordance with Exhibit "B".

All other terms and conditions of the March 19, 2013 contract between the City and Engineer, and any amendments to that contract, which are not specifically addressed herein shall remain in full force and effect.

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Director of Capital Programs (Date)

**RECOMMENDED**

\_\_\_\_\_  
Operating Department Date

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
Assistant City Attorney Date  
for City Attorney

**URBAN ENGINEERING**

  
\_\_\_\_\_  
James L. Urban, P.E. Date

Principal  
2725 Swantner Drive  
Corpus Christi, Texas 78404  
(361) 854-3101 Office  
(361) 854-6001 Fax

**APPROVED**

\_\_\_\_\_  
Office of Management and Budget      Date

**ATTEST**

\_\_\_\_\_  
Rebecca Huerta, City Secretary

Project No: E14015  
Accounting Unit: 4254-042  
Account: 550950  
Activity: E14015014254EXP  
Account Category: 50950  
Fund Name: Wastewater 2015 CIP

**AMEND. NO. 1**  
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**EXHIBIT "A"**  
**CITY OF CORPUS CHRISTI, TEXAS**

**City-Wide Collection System Replacement & Rehabilitation ID/IQ Procurement**  
**City Project No. E12161/E14015**

Delivery orders will be prepared by one of three (3) AE's as follows:

<b>WASTEWATER SERVICE BASINS</b>	<b>ENGINEER RESPONSIBLE FOR PREPARING DELIVERY ORDERS</b>
<b>1. ALLISON</b>	<b>URBAN ENGINEERING</b>
<b>2. BROADWAY</b>	
<b>3. GREENWOOD</b>	<b>LNV, INC.</b>
<b>4. OSO</b>	
<b>5. LAGUNA</b>	<b>COYM, REHMET &amp; GUTIERREZ</b>
<b>6. WHITECAP</b>	

I. SCOPE OF SERVICES

A. Basic Services. **(N/A)**

1. Preliminary Phase. **(N/A)**
2. Design Phase. **(N/A)**
3. Bid Phase. **(N/A)**
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 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.~~

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)

This section defines the scope (and ALLOWANCE) for compensation for additional services that may be included as part of this contract, but the A/E will not begin work on this section without specific written approval by the Executive Director of Public Works. Fees for Additional Services are an allowance for potential services to be provided and will be **negotiated** by Executive Director of Public Works as required. The A/E will, with written authorization by Executive Director of Public Works, do the following:

1. **Topographic Survey.** A/E will provide field surveys, as required for design including the necessary control points (**up to 1 site**), coordinates and elevations of points (as required for the aerial mapping of the Project area - aerial photography to be provided by City). Establish base survey controls for line and elevation staking (not detailed setting of lines and grades for specific structures or facilities). All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 6, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. ~~Include reference to a minimum of two (2) found boundary monuments from the project area. A/E will submit individual parcel descriptions and survey plats to the City along with all title reports obtained in Section 2. A strip map showing all parcels required will be submitted along with parcel descriptions. The A/E will field mark and delineate all new right-of-way lines upon request of the City's Land Acquisition Division.~~

2. **Warranty Phase.** Provide a maintenance guaranty inspection toward the end of two (2) one-year periods 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.
- Provide the services above authorized in addition to those items shown on Exhibit “A-1” Task List, which provides supplemental description to Exhibit “A.” *Note: The Exhibit “A-1” Task List does not supersede Exhibit “A.”*

## II. SCHEDULE

Day	Date	Activity
Tuesday	February, 2015	Contract Award
Weekday	March 2015	Contractors NTP
Weekday	March 2017	Complete Construction

## III. FEES

- A. Fee for Basic Services.** The City will pay the A/E a fee for providing for all “Basic Services” authorized as per the table below. The fees for Basic Services will not exceed those identified and will be full and total compensation for all services outlined in Section I.A.1-4 above, and for all expenses incurred in performing these services. **The fee for this project is subject to the availability of funds. The Engineer may be directed to suspend work pending receipt and appropriation of funds.** For services provided in Section I.A.1-4, A/E will submit monthly statements for basic services rendered. **The construction phase allowance will be billed at the percentage rate associated with the delivery order amount as described in the Compensation Table below in the Summary of Fees section. The amount actually billed is entirely dependent on the value of delivery orders issued and the full amount may not be needed.** ~~In Section I.A.1-3, the statement will be based upon A/E’s estimate (and City concurrence) of the proportion of the total services actually completed at the time of billing. For services provided in Section I.A.4, the statement will be based upon the percent of completion of the construction contract. City will make prompt monthly payments in response to A/E’s monthly statements.~~

**B. Fee for Additional Services.** For services authorized by the Executive Director of Public Works under Section I.B. "Additional Services," the City will pay the A/E a not-to-exceed fee as per the table below. **All additional service fees are unauthorized allowances requiring authorization by the Executive Director of Public Works.**

**Fees are based on the City's budget for the 6 service basins of \$5,500,000.00 (2-year Base Contract) with up to one-third (1/3) of work performed in any two (2) basins.**

**Summary of Fees**

<b>Basic Services Fees</b>			
	<b>Original Contract</b>	<b>Amendment No.1</b>	<b>Total</b>
1. Preliminary Phase	N/A	N/A	N/A
2. Design Phase	N/A	N/A	N/A
3. Bid Phase	N/A	N/A	N/A
4. Construction Phase (Allowance)	\$112,500 <sup>1</sup>	\$112,500 <sup>1</sup>	\$225,000
<b>Subtotal Basic Services Fees</b>	<b>\$112,500<sup>1</sup></b>	<b>\$112,500<sup>1</sup></b>	<b>\$225,000</b>
<b>Additional Services Fees (Allowance)</b>			
1. Topographic Survey	\$3,080	\$3,080	\$6,160
2. Warranty Phase	\$5,300	\$5,300	\$10,600
<b>Sub-Total Additional Services Fees Authorized</b>	<b>\$8,380</b>	<b>\$8,380</b>	<b>\$16,760</b>
<b>Total Authorized Fee</b>	<b>\$120,880</b>	<b>\$120,880</b>	<b>\$241,760</b>

Note: 1. The fee depends on the value of the delivery orders issued. The following compensation table will be used to determine the fee;

**COMPENSATION TABLE**

<b><u>Construction Cost of Delivery Order</u></b>	<b><u>A/E Fee</u></b>
\$0 to \$30,000	\$3,750 (Flat Rate)
\$30,000 to \$100,000	10.0%
\$100,000 to \$150,000	6.25%
\$150,000 to \$250,000	5.5%
\$250,000 to \$350,000	5.0%
Over \$350,000	4.75%

If the average value for a delivery order is \$150,000 then the total basic services fee would be as follows:

$$\begin{aligned}
 & \$5,500,000/3 = \$1,833,333 \text{ (available for each consultant)} \\
 & \# \text{ Delivery orders} = \$1,833,333/\$150,000 = 12 \\
 & \text{Fee} = 12 \text{ orders} \times \$150,000 \times 6.25\% = \underline{\underline{\$112,500}}
 \end{aligned}$$

**EXHIBIT "A-1"**  
**CITY OF CORPUS CHRISTI, TEXAS**

**City-Wide Collection System Replacement & Rehabilitation ID/IQ Procurement**  
**City Project No. E12161/E14015**

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<b>6. WHITECAP</b>	

**TASK LIST**

**BASIC SERVICES**

1. Preliminary Phase **(N/A)**
2. Design Phase **(N/A)**
3. Bidding Phase **(N/A)**
4. Construction Phase –
  - Basic Construction Phase Services
    - a. Perform standard construction phase services for each delivery order as described in Exhibit A. The Construction Phase fee will be billed as delivery order improvements are constructed at the rates shown in the Compensation Table in Exhibit A.
  - Deliver Orders
    - a. Engineer will perform site visits, review video inspections, and meet with City to identify wastewater collection system issues and the possible rehabilitation options.
    - b. Engineer will submit a "draft" version of each non-emergency delivery order for the City's review and comment prior to issuing the final delivery order.
    - c. Delivery orders will include a short narrative of the expected work for each site, a site exhibit depicting work location, quantities, and rehabilitation methods, a utility base map identifying all known utilities in the area, an engineers estimate, and any other reference material that may aid the Contractor during construction including video inspection reports, City work orders, old plans, etc.
    - d. The Delivery Order allowance will be billed, at rates shown in the Compensation Table in Exhibit A, as the final delivery orders are issued to the Contractor and are assumed to be limited to a max of 30 separate delivery order packets for the base 2-year contract.

The fee is based on the one-third (1/3) of the 2-Year base contract budget of \$5,500,000.00.

## **ADDITIONAL SERVICES**

### 1. Topographic Survey

- a. Topographic survey is not anticipated to be needed on most deliver order sites, except where horizontal and/or vertical control is critical for the design and construction of the proposed improvements to avoid potential conflicts, and/or to confirm slopes, etc.
- b. The Topographic Survey allowance is based on one (1) 8-hr day of (2-man) field crew work and is sufficient for up to one (1) site.

### 2. Warranty Phase

- a. Engineer will prepare a list of all sites completed at the end of each 12-month period for the City and recommend acceptance of the sites and commencement of the warranty period. All listed sites will have the same completion date and warranty expiration date.
- b. Engineer will provide a warranty inspection of all sites toward the end of the 12-month period and generate a warranty items punch list.
- c. The Warranty Phase allowance is based on two (2) 12-month warranty periods.



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

	<b>Contract</b>	<b>Amd No. 1</b>	<b>Amd No. 2</b>	<b>Total Contract</b>	<b>Amount Invoiced</b>	<b>Previous Invoice</b>	<b>Total Invoice</b>	<b>Percent Complete</b>
<b>Basic Services:</b>								
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%
<b>Additional Services:</b>								
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%
<b>Summary of Fees</b>								
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%
<b>Total of Fees</b>	<b>\$8,000</b>	<b>\$2,120</b>	<b>\$2,877</b>	<b>\$12,997</b>	<b>\$1,250</b>	<b>\$1,500</b>	<b>\$3,000</b>	<b>23%</b>



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: Urban Engineering

P. O. BOX: \_\_\_\_\_

STREET ADDRESS: 2725 Swantner Drive CITY: Corpus Christi ZIP: 78404

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 NA 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 NA 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 NA 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 NA 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:** James L. Urban, P.E. **Title:** Principal  
(Type or Print)

**Signature of Certifying Person:**  **Date:** 1/20/15

### 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.