

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

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Executive Director of Public Works) and **Urban Engineering**, a Texas corporation, 2725 Swantner Drive, Corpus Christi, Nueces County, Texas 78404, (Architect/Engineer – A/E), hereby agree as follows:

1. SCOPE OF PROJECT

Nueces River Raw Water Pump Station (Project No. E11068) - The Nueces River Raw Water Pump Station is located on the Nueces River and utilizes two separate pump buildings to deliver water from the river to the O.N. Stevens Water Treatment Plant (ONSWTP). Pump Building No. 1 was constructed in 1954 and was provided with four vertical turbine type pumps. Only two of the four pumps are functional at this time. Pump Building No. 2 was constructed in 1981 and contains four dry-pit centrifugal pumps. The maximum daily water demand treated at ONSWTP has been 111.7 million gallons daily (MGD), and the pump station has been unable to meet the peak demands. Currently Mary Rhodes Pipeline is providing an additional 30 MGD of raw water to ONSWTP to meet the demand requirement of the City, but this demand amount cannot be assured, should additional pumps go out at the Nueces River Pump Station.

This contract provides for the design and construction to improve the pumping capacity and reliability of the Nueces River Raw Water Pump Station. The scope of work for this contract includes improvements of pump station and raw water transmission main. The pump station improvements will be evaluated and designed for a minimum peak hour flow rate of 200 MGD, but the number of pumps installed will be phased with initial flows expected to be in the 140 to 177 MGD range with space for future pumps to provide flow capacity to meet the anticipated requirements over next 50 years.

Urban Engineering was selected as the A/E Consultant for this project through RFQ No. 2011 - 05.

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform professional services necessary to review and prepare plans, specifications, and bid and contract documents. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) and provide contract administration services, as described in **Amendment No. 1 Exhibit "A" and "A-1"**, to complete the project. Work will not begin on Additional Services until requested by the A/E (provide breakdown of costs, schedules), **and** written authorization is provided by the Executive Director of Public Works.

A/E services will be "Services for Construction Projects"- (Basic Services for Construction Projects") which are shown and are in accordance with "Professional Engineering Services- A Guide to the Selection and Negotiation Process, 1993" a joint publication of the Consulting Engineer's Council of Texas and Texas Society of Professional Engineers. For

purposes of this contract, certain services listed in this publication as Additional Services will be considered as Basic Services.

3. ORDER OF SERVICES

The A/E agrees to begin work on those authorized Basic Services for this contract upon receipt of the Notice to Proceed from the Executive Director of Public Works. Work will not begin on any phase or any Additional Services until requested in writing by the A/E and written authorization is provided by the Executive Director of Public Works. The anticipated schedule of the preliminary phase, design phase, bid phase, and construction phase is shown on **Amendment No. 1 Exhibit "A"**. This schedule is not to be inclusive of all additional time that may be required for review by the City staff and may be amended by or with the concurrence of the Executive Director of Public Works.

The Executive Director of Public Works may direct the A/E to undertake additional services or tasks provided that no increase in fee is required. Services or tasks requiring an increase of fee will be mutually agreed and evidenced in writing as an amendment to this contract. A/E shall notify the City of Corpus Christi within three (3) days of notice if tasks requested requires an additional fee.

4. INDEMNITY AND INSURANCE

A/E agrees to the mandatory contract indemnification and insurance requirements as set forth in **Amendment No. 1 Exhibit "B"**.

5. FEE

The City will pay the A/E a fee, as described in **Amendment No. 1 Exhibit "A"**, for providing services authorized, a revised fee not to exceed **\$1,688,299 (One Million Six Hundred Eight-Eight Thousand Two Hundred Ninety-Nine Dollars and Zero Cents)**, for a total restated fee of **\$1,738,035 (One Million Seven Hundred Thirty-Eight Thousand Thirty-Five Dollars and Zero Cents)**. Monthly invoices will be submitted in accordance with **Amendment No. 1 Exhibit "C"**.

6. TERMINATION OF CONTRACT

The City may, at any time, with or without cause, terminate this contract upon seven days written notice to the A/E at the address of record. In this event, the A/E will be compensated for its services on all stages authorized based upon A/E and City's estimate of the proportion of the total services actually completed at the time of termination.

7. LOCAL PARTICIPATION

The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy. The A/E agrees that at least 75% of the work described herein will be performed by a labor force residing within the Corpus Christi Metropolitan Statistical Area (MSA). Additionally, no more than 25% of the work described herein will be performed by a labor force residing outside the Corpus Christi Metropolitan Statistical Area (MSA.)

8. ASSIGNABILITY

The A/E will not assign, transfer or delegate any of its obligations or duties in this contract to any other person without the prior written consent of the City, except for routine duties delegated to personnel of the A/E staff. If the A/E is a partnership, then in the event of the termination of the partnership, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the A/E fee may be assigned in advance of receipt by the A/E without written consent of the City.

The City will not pay the fees of expert or technical assistance and consultants unless such employment, including the rate of compensation, has been approved in writing by the City.

9. OWNERSHIP OF DOCUMENTS

All documents including contract documents (plans and specifications), record drawings, contractor's field data, and submittal data will be the sole property of the City, may not be used again by the A/E without the express written consent of the Executive Director of Public Works. However, the A/E may use standard details that are not specific to this project. The City agrees that any modification of the plans will be evidenced on the plans, and be signed and sealed by a professional engineer prior to re-use of modified plans.


10. DISCLOSURE OF INTEREST

A/E further agrees, in compliance with City of Corpus Christi Ordinance No. 17112, to complete, as part of this contract, the *Disclosure of Interests* form.

CITY OF CORPUS CHRISTI

URBAN ENGINEERING

Natasha Fudge, P.E., Date
Acting Director, Capital Programs

 7/7/14

James L. Urban, P.E., Date
Principal
2725 Swantner Drive
Corpus Christi, Texas 78404
(361) 854-3101 Office
(361) 854-6001 Fax

RECOMMENDED

 7.9.14

Operating Department Date

APPROVED

Office of Management Date
and Budget

ATTEST

Rebecca Huerta, City Secretary

Project No: E11068 for \$1,147,482
Fund Source No: 550950-4091-00000-E11068
Fund Name: Water 2012B CIP (RevBds)
Encumbrance No: _____

Project No: E11068 for \$540,817
Fund Source No: 550950-4093-00000-E11068
Fund Name: Water 2013 CIP (RevBds)
Encumbrance No: _____

EXHIBIT "A"
CITY OF CORPUS CHRISTI, TEXAS

NUECES RIVER RAW WATER PUMP STATION
AMENDMENT NO. 1
PROJECT NO. E11068

I. SCOPE OF SERVICES

A. BASIC SERVICES

For the purpose of this contract, Preliminary Phase may include Schematic Design and Design Phase services may include Design Development as applicable to Architectural services.

1. **Preliminary Phase.** The Architect/Engineer-A/E (also referred to as Consultant) will:
 - a) Prepare PowerPoint presentation in City format for City Council Meeting.
 - b) Hold Project Kick-off Meeting. Prepare meeting agenda and distribute meeting meetings to attendees within five working days of the meeting.
 - c) Provide scope of geotechnical testing requirements to the Geotechnical Sub-Consultant.
 - d) Review available reports, record drawings, utility maps and other information provided by the City pertaining to the project area.
 - e) Develop preliminary requirements for utility relocations replacements or upgrades. Coordinate with the City's Project Manager and identify operating departments potential project needs.
 - f) Prepare preliminary opinions of probable construction costs for the recommended improvements.
 - g) Identify electric and communication utility companies and private pipeline companies that may have existing facilities and must relocated to accommodate the proposed improvements.
 - h) Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; upon request or concurrence of the Project Manager, meet and coordinate with agencies such as RTA, CDBG, USPS, affected school districts (CCISD, FBISD, etc.) community groups, TDLR, etc.
 - i) Identify and recommend public outreach and community stakeholder requirements.
 - j) Prepare a Design Memorandum that documents the analyses, approach, opinions of probable construction costs, and document the work with text, tables, schematic-level exhibits and computer models or other applicable supporting documents required per City Plan Preparation Standards Contract Format (CPPSCF). Design Memorandum content shall follow the guidelines described in Exhibit A-1.
 - k) 1. Submit one (1) copy in an approved electronic format, and one (1) paper copy of the Draft Design Memorandum.
 - l) Hold Project review meeting with City staff to review and receive City comments on the Draft Design Memorandum.
 - m) Assimilate all review comments of the Design Memorandum and provide one (1) set of the Design Memorandum (electronic and hard copies using City Standards as applicable) suitable for reproduction.
 - n) Assist City in presenting summary of Design Memorandum findings to City-appointed capital project oversight committee having responsible charge of vetting preliminary

project design components prior to proceeding to project design phase. Prepare PowerPoint presentation, handouts and exhibits for meeting. Provide follow-up and response to comments.

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

- a) Record drawings, record information of existing facilities, and utilities (as available from City Engineering files).
- b) The preliminary budget, specifying the funds available for construction.
- c) A copy of existing studies and plans. (as available from City Engineering files).
- d) Field location of existing city utilities. (A/E to coordinate with City Operating Department).
- e) Applicable Master Plans and GIS mapping are available on the City's website.
- f) Provide bench marks and coordinates.

The records provided for A/E's use under this contract are proprietary, copyrighted, and authorized for use only by A/E, and only for the intended purpose of this project. Any unauthorized use or distribution of the records provided under this contract is strictly prohibited.

2. **Design Phase.** Upon approval of the preliminary phase, designated by receiving authorization to proceed, the A/E will:

- a) Provide coordination with electric and communication utility companies and private pipeline companies that may have existing facilities and must be relocated to accommodate the proposed improvements.
- b) Provide assistance to identify testing, handling and disposal of any hazardous materials and/or contaminated soils that may be discovered during construction (to be included under additional services).
- c) Prepare construction documents in City standard format for the work identified in the approved Design Memorandum. Construction plans to include improvements or modifications to the storm water, water and wastewater systems within the project limits. Include standard City of Corpus Christi detail sheets as appropriate.
- d) Prepare construction plans in compliance with CPPSCF using English units on 24"x 36" plan sheets that can be reduced to 11"x 17".
 1. Prepare Traffic Control and Construction Sequencing Plans. The TCP will include construction sequencing, typical cross section and construction phasing plan sheets, warning and barricades, as well as standards sheets for barricades, traffic control plan, work zone pavement markings and signage.
 2. Provide Storm Water Pollution Prevention Plan, including construction drawings.
- e) Furnish one set of 30% submittal (electronic and full-size hard copies using City Standards as applicable) to the City staff for review and approval purposes with investigation reports, specification index, design calculations, economic justifications for design selections, preliminary estimate of probable construction cost, layout plans, piping and instrumentation diagrams and conceptual elevations.
- f) Hold Project 30% review meeting. Prepare meeting agenda and distribute meeting meetings to attendees within five working days of the meeting. Assimilate all review comments, as appropriate and, upon Notice to Proceed.
- g) Furnish one (1) set of the **interim plans and specifications** (60% submittal - electronic and full-size hard copies using City Standards as applicable) to the City staff for review and approval purposes with estimates of probable construction costs. Identify distribution list for plans and bid documents to all affected franchise utilities.

1. **Required with the interim plans is a “Plan Executive Summary” which will identify and summarize the project by distinguishing key elements and opinion of probable project costs.**
- h) **Hold Project 60% review meeting. Prepare meeting agenda and distribute meeting meetings to attendees within five working days of the meeting. Assimilate all review comments, as appropriate and, upon Notice to Proceed.**
- i) **Provide one (1) set of the **pre-final plans and bid documents** (100% submittal - electronic and full-size hard copies using City Standards as applicable) to the City staff for review and approval purposes with revised estimates of probable costs.**
- j) **Hold Project 100% review meeting. Prepare meeting agenda and distribute meeting meetings to attendees within five working days of the meeting. Assimilate all review comments, and incorporate any requirements into the plans and specifications, and advise City of responding and non-responding participants as appropriate and, upon Notice to Proceed.**
- k) **Assimilate all final review comments Upon approval by the Executive Director of Public Works, provide one (1) set of the **final plans and contract documents** (electronic and full-size hard copies using City Standards as applicable) suitable for reproduction. Said bid documents henceforth become the shared intellectual property of the City of Corpus Christi and the Consultant. The City agrees that any modifications of the submitted final plans (for other uses by the City) will be evidenced on the plans and be signed and sealed by a professional engineer prior to re-use of modified plans.**
- l) **Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that submittal of the interim, pre-final (if required), and final complete plans and complete bid documents with specifications accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City. Additional revisions or design submittals are required (and within the scope of Consultant’s duties under this contract) if, in the opinion of the City Engineer or designee, Consultant has not adequately addressed City-provided review comments or provided submittals in accordance with City standards..**
- m) **Prepare and submit monthly status reports to the Project Manager no later than the last Wednesday of each month with action items developed from monthly progress and review meetings.**

The City staff will:

- a) **Designate an individual to have responsibility, authority, and control for coordinating activities for the construction contract awarded.**
 - b) **Provide the budget for the Project specifying the funds available for the construction contract.**
 - c) **Provide 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:
- a) **Participate in the pre-bid conference and provide a meeting agenda for critical construction activities and elements impacted the project.**
 - b) **Assist the City in solicitation of bids by identification of prospective bidders, and review of bids by solicited interests.**
 - c) **Review all pre-bid questions and submissions concerning the bid documents and prepare, in the City’s format, for the Capital Programs’ approval, any addenda or other revisions necessary to inform contractors of approved changes prior to bidding.**

- d) Attend bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendation concerning award of the contract.
- e) In the event the lowest responsible bidder's bid exceeds the project budget as revised by the Capital Programs 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.
- f) Prepare PowerPoint presentation in City format for City Council Meeting.

The City staff will:

- a) Arrange and pay for printing of all documents and addenda to be distributed to prospective bidders.
- b) 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.
- c) Receive the Engineer's recommendation concerning bid evaluation and recommendation and prepare agenda materials for the City Council concerning bid awards.
- d) Prepare, review and provide copies of the contract for execution between the City and the contractor.

4. **Construction Administration 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, Contractor submittals and operating and maintenance manuals for conformance to contract documents.
- c) Review and interpret 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; 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) Attend final inspection with City staff and provide the City with a Certificate of Completion for the project upon successful completion of the project.
- h) Review Contractor-provided construction "red-line" drawings. Prepare Project record drawings and provide a reproducible set and electronic file (AutoCAD r.14 or later) within two (2) months of final acceptance of the project. All drawings shall 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

This section defines the scope of additional services that may only be included as part of this contract if authorized by the Executive Director of Public Works. A/E may not begin work on any services under this section without specific written authorization 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 the Executive Director of Public Works as required. The A/E shall, with written authorization by the Executive Director of Public Works, perform the following:

1. **Permit Preparation.** Furnish the City all engineering data and documentation necessary for all required permits. The A/E will prepare this documentation for all required signatures. The A/E will prepare and submit identified permits as **applicable** to the appropriate local, state, and federal authorities, including:
 - a) TxDOT utility and environmental permits, multiple use agreements
2. **Topographic Survey.** All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 6, Condition 1 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) Establish Horizontal and Vertical Control.
 - b) Establish both primary and secondary horizontal/vertical control.
 - c) Set project control points for Horizontal and Vertical Control outside the limits of project construction disturbance.
 - d) Horizontal control will be based on NAD 83 State plane coordinates (South Zone), and the data will have no adjustment factor applied – i.e. – the coordinate data will remain in grid.
 - e) Vertical control will be based on NAVD 88.
 - f) All control work will be established using conventional (non-GPS) methods. Perform topographic surveys to gather existing condition information.
 - g) Obtain x, y, and z coordinates of all accessible existing sanitary sewer, storm sewer, water and gas lines as well as any other lines owned by third-parties and locate all visible utilities, wells and signs within the apparent ROW width along project limits. No utility connections will be shown. Surveying services, related to subsurface utility engineering (SUE) shall be provided as part of the scope of work for SUE.
 - h) Locate improvements within the apparent ROW.
 - i) Locate and identify trees, at least five inches in dia. within the apparent ROW.
 - j) Generate electronic planimetric base map for use in project design.
3. **Environmental Issues.** Identify and develop a scope of work for any testing, handling and disposal of hazardous materials and/or contaminated soils that may be discovered during construction.
4. **Public Involvement.** N/A

5. **Subsurface Utility Investigation**
- a) Provide subsurface utility engineering in accordance with ASCE Standard "ASCE C-I, 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" including, but not limited to, hydro-excavation. The proposed subsurface utility investigation will be as follows:
 - i) Excavation – The survey scope includes working with a subsurface utility excavator to perform Quality Level A investigation of underground utilities in specified areas through the project limit. (Quality Level A involves the use of nondestructive digging equipment at critical points to determine the horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics.) Utilities located at this quality level will be physically located and tied to the topographic survey control. The utility will be identified and an elevation will be obtained to the top of the utility.
 - ii) Utility Location – The survey scope includes locating certain utilities to Quality Level B (Quality Level B involves surveying visible above ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records.) These utilities will be located by obtaining a One-Call Notice and measuring the marked locations.
 - iii) Storm Water – Storm water facilities within the project limits will be located to Quality Level C. Locations will be based on the surveyed locations of accessible storm water manholes and drainage inlets.
 - iv) Wastewater – Wastewater facilities within the project limits will be located to Quality Level C. Locations will be based on the surveyed locations of accessible wastewater manholes. Wastewater lines that are not to be replaced as part of this project and that fall within the footprint of construction-related excavation shall be located at Quality Level A.
 - v) Water–Water facilities within the project limits will be located to Quality Level C.
 - vi) Gas – Gas facilities within the project limits will be located to Quality Level C by the A/E. The City of Corpus Christi Gas Department will provide Quality Level A. The A/E will coordinate this activity.
 - b) Inform local franchises whose utilities fall within the footprint of construction-related excavation of the potential for encountering their utility lines during construction.

6. **Construction Observation Services.** To Be Determined

7. **Start-up Services.**

- a) Provide on-site services and verification for all start-up procedures during actual start-up of major Project components, systems, and related appurtenances if needed and required.
- b) Provide Pump Factory Testing Witness. Provide a representative to travel to the pump manufacturer's testing facility to witness the factor testing of the pump to confirm performance requirements.
- c) Provide training support to plant operating personnel on the project objectives, design intent and system operational procedures to supplement that being provided by the Contractor and equipment manufacturers. A total of 4 training support sessions that will last approximately 4 hours are planned. The training will be both classroom and hands-on and is intended to supplement the information presented in the O&M Manual. Training support budget is limited to a total of 48 hours.

8. **Warranty Phase.** Provide 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.
9. **Electronic O&M Manual.**
Provide electronic operation and maintenance manual as described in Exhibit A-1.
10. **Project Manual.**
Provide project manual services as described in Exhibit A-1.
11. **Existing Transmission Main Video Inspection.**
Provide video inspection services of existing transmission mains as described in Exhibit A-1.
12. **Pump Building No. 1 Wet Well Underwater Inspection.**
Provide underwater inspection services of Pump Building No. 1 as described in Exhibit A-1.
13. **Asbestos Survey.**
Provide asbestos survey services of existing buildings as described in Exhibit A-1.
14. **Pump System Hydraulic Modeling.**
Provide modeling services of proposed pumping system as described in Exhibit A-1.
15. **Windstorm Certification.**
Provide windstorm certification services as described in Exhibit A-1.
16. **SCADA Documentation.**
Provide SCADA documentation services as described in Exhibit A-1.
17. **Control System URS, DFS and SOO.**
Provide control system services as described in Exhibit A-1.
18. **Existing Instrumentation Evaluation.**
Provide instrumentation evaluation services as described in Exhibit A-1.
19. **Additional Documentation Verification.**
Provide additional documentation verification services as described in Exhibit A-1.
20. **Electrical Distribution System Modeling.**
Provide electrical distribution system modeling services as described in Exhibit A-1.
21. **Geotechnical Investigation Program.**
Provide a geotechnical investigation program as described in Exhibit A-1.
22. **Engineering Services For Workshops and Various Additional Tasks.**
Provide additional engineering services as described in Exhibit A-1.

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
Friday	August 15, 2014	NTP
Wednesday	November 5, 2014	Draft Design Memo Subm
Thursday	November 27, 2014	City Review
Thursday	December 18, 2014	Final Design Memo Subm
Tuesday	February 17, 2015	30% Design Submittal
Thursday	March 12, 2015	City Review
Tuesday	June 9, 2015	60% Design Submittal
Thursday	July 2, 2015	City Review
Tuesday	August 25, 2015	100% Submittal
Thursday	September 17, 2015	City Review
Monday	October 12, 2015	Final Submittal
Monday	October 19, 2015	Advertise for Bids
Thursday	November 5, 2015	Pre-Bid Conference
Wednesday	November 18, 2015	Receive Bids
Tuesday	December 29, 2015	Contract Award
Thursday	January 28, 2016	Begin Construction
	TBD	Complete Construction

III. FEES

- A. Fee for Basic Services.** The City will pay the A/E a fixed 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. In Section I.A.1-3, the statement will be based upon A/E's estimate (and with City's 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:

Summary of Fees

		ORIGINAL CONTRACT	AMENDMENT NO. 1		TOTAL
			Pump Station	Trans Main	
BASIC SERVICES					
1	Preliminary Phase	\$49,736.00	\$204,750.00	\$58,900.00	\$313,386.00
2	Design Phase	0.00	452,600.00	133,000.00	585,600.00
3	Bid Phase	0.00	15,500.00	4,700.00	20,200.00
4	Construction Administration Phase	0.00	150,150.00	44,200.00	194,350.00
Subtotal Basic Services		49,736.00	823,000.00	240,800.00	1,113,536.00
ADDITIONAL SERVICES					
1	Permit Preparation (TxDOT)	0.00	0.00	3,070.00	3,070.00
2	Topographic Survey	0.00	6,780.00	7,530.00	14,310.00
3	Environmental Issues	0.00	4,680.00	0.00	4,680.00
4	Public Involvement	0.00	0.00	0.00	0.00
5	Subsurface Utility Engineering (SUE)	0.00	0.00	28,810.00	28,810.00
6	Construction Observation Services	0.00	TBD	TBD	TBD
7	Start-up Services	0.00	37,550.00	0.00	37,550.00
8	Warranty Phase	0.00	21,010.00	3,950.00	24,960.00
9	Electronic O&M Manual	0.00	35,810.00	0.00	35,810.00
10	Project Manual	0.00	37,480.00	0.00	37,480.00
11	Existing Trans Mains Video Inspection	0.00	0.00	139,900.00	139,900.00
12	PB#1 Wet Well Underwater Inspection	0.00	5,040.00	0.00	5,040.00
13	PB#1 Asbestos Survey	0.00	5,310.00	0.00	5,310.00
14	Pump System Hydraulic Modeling	0.00	30,330.00	0.00	30,330.00
15	Windstorm Certification	0.00	10,040.00	0.00	10,040.00
16	SCADA Documentation	0.00	63,867.00	0.00	63,867.00
17	Control System URS, DFS, and SOO	0.00	29,990.00	0.00	29,990.00
18	Existing Instrumentation Evaluation	0.00	14,169.00	0.00	14,169.00
19	Additional Documentation Verification	0.00	8,068.00	0.00	8,068.00
20	Electrical Distribution System Modeling	0.00	60,415.00	0.00	60,415.00
21	Geotechnical Investigation Program	0.00	5,980.00	16,720.00	22,700.00
22	Various Workshops and Additional Engineering Tasks	0.00	48,000.00	0.00	48,000.00
Subtotal Additional Services		0.00	424,519.00	199,980.00	624,499.00
TOTAL FEE		\$49,736.00	\$1,247,519.00	\$440,780.00	\$1,738,035.00
		03/06/13 Admin Approval	M2014-		

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

**NUECES RIVER RAW WATER PUMP STATION
AMENDMENT NO. 1
PROJECT NO. E11068**

Basic Services:

- 1) Meet with Staff to identify project goals, timetables, and review project issues, User Requirements and Engineering Letter Report for project implementation.
- 2) Project limits for the Raw Water Pump Station are within the existing fenced site of the pump station, other than instrumentation and SCADA improvements at the ONS WTP. Project limit for the new raw water transmission main include the existing waterline easement from the Raw Water Pump Station to the ONS WTP.
- 3) Provide project management according to recognized and generally accepted good project management practices and standards such as those provided by Project Management Institute. Manage project scope, budget, and schedule. Conduct appropriate workshops to identify all project stakeholders and to define stakeholder management and communication requirements. Conduct appropriate workshops to identify project risks and develop and execute risk prevention and mitigation measures.
- 4) Perform field investigation surveys (as authorized by Additional Services) as required to define specific areas of demolition and new work along with the applicable parameters required to complete the design memorandum and construction drawings.
- 5) Contact Texas One-Call system to locate existing City utilities in the field, and coordinate with appropriate City operating department.
- 6) Attend and participate in project kickoff and planning meetings (2 meetings) with City staff to discuss planning and conceptual design.
- 7) Develop a Geotechnical Investigation Program for preliminary design and submit to City for Testing Laboratory selection.
- 8) Review available reports, record drawings, utility maps and other information provided by the City pertaining to the project area.
- 9) Prepare one (1) hard copy and one (1) electronic copy of the Design Memorandum including data collected, approach and opinions of probable construction costs for the anticipated improvements and make recommendation

to the City staff. Design Memorandum shall follow the outline guidelines provided as page 3 of Exhibit A-1 and shall include identification and selection of alternative pumping solutions (such as stand-by diesel pump skid) or alternative AC power source (such as stand-by diesel generator).

- 10) Review with City staff, revise and furnish one (1) hard copy and one (1) electronic copy of the final Design Memorandum. Obtain approval to proceed to Design Phase.
- 11) All submitted PDF documents shall be bookmarked for ease of navigating to key parts and sections of the document.
- 12) Develop and maintain Action Items Log and Decisions Log according to Owner-provided format and samples. Maintain the logs throughout duration of the project. Submit after each deliverable and review meetings.
- 13) Re-frame engineering efforts from designing fully-custom sub-systems (such as pumping skids) to identifying Commercial Off-The-Shelf (COTS) and Non-Development Items (NDI) components and sub-systems with standard interfaces that can be easily integrated into the project. Select components that minimize integration effort (for example, pumping skids with built in flow controls and measurement)
- 14) Design Phase Deliverables
 - a. 30% Submittal
 - 1) Investigation Reports
 - 2) Specification Index
 - 3) Design Calculations For All Disciplines
 - 4) Economic Justification For All Design Selections
 - 5) Preliminary Estimate Of Probable Construction Cost
 - 6) Layout Schematic Drawings
 - 7) Piping and Instrumentation Diagrams
 - 8) Conceptual Elevations
 - 9) Review Meeting
 - b. 60% Submittal
 - 1) Preliminary Front-end documents
 - 2) Draft Technical Specifications
 - 3) Set of 60% Level Of Plan Completion
 - 4) Review Meeting
 - c. 100% Pre-Final Submittal
 - 1) Completed Front-end Documents
 - 2) Completed Technical Specifications
 - 3) Response to City's 60% Review Comments
 - 4) Estimate Of Probable Construction Cost
 - 5) Completed But Unsealed Final Plans
 - 6) Review Meeting

d. Final Submittal

- 1) **Sealed Front-end Documents/Technical Specifications**
 - 2) **Response to City's 100% Review Comments**
 - 3) **Final Estimate Of Probable Construction Cost**
 - 4) **Sealed Set of Final Plans**
 - 5) **CD with electronic copy of Bid Documents**
-
- 15) **Develop design plans to the City's format and specification documents incorporating all issues with relevant solutions and identifying to the best of the Engineer's knowledge all potential conflicts and offer solutions. Provide 30%, 60%, pre-final (100%) and final submittals.**
 - 16) **Provide project control and quality review of senior staff to insure project quality and completeness. Perform quality assurance and quality control (QA/QC) of internal design development processes.**
 - 17) **Prepare opinion of probable construction costs including contingency amounts.**
 - 18) **Address comments received from the City for the pre-final submittal.**
 - 19) **Provide Quality Control/Quality Assurance (QC/QA) final review and submit one (1) reproducible hard copy of the final contract drawings and specifications to the City for bidding process.**
 - 20) **Update the opinion of probable construction costs.**
 - 21) **Provide Bid Phase Services in accordance with Exhibit 'A' of the Contract for Professional Services.**
 - 22) **Provide Construction Administration Phase Services in accordance with Exhibit 'A' of the Contract for Professional Services.**
 - 23) **Develop Integration, Verification, and Validation (IV&V) plan for the system. documentation. Develop phased testing and acceptance plan, required testing scenarios, checklists, acceptance and sign-off documentation, installation, commissioning and cutover sequence, and other quality control and acceptance documentation to be used by the contractor.**
 - 24) **Provide construction observation services at the construction milestones. Ensure contractor's and integrator's compliance with construction plans, specifications, and quality assurance plan. Review and approve acceptance checklists, witness and approve acceptance tests, attest to correct operation of the system per end user's intent and engineer's specification.**
 - 25) **Coordinate construction observation and inspection with City-designated Construction Manager and/or Inspector.**

- 26) Plan and conduct final inspection. Assemble, review, and prepare for final inspection all required documentation. Coordinate final inspection with City-designated Construction Manager and/or Inspector. Coordinate roles, activities, and work products of final inspection of all project participants.
- 27) Conduct final inspection. Complete required commissioning documentation and submit final inspection reports and copies of completed commissioning documentation to the City.
- 28) Provide the Owner with a signed and dated Certificate of Completion for the project upon successful completion
- 29) Startup and Commissioning: Engineer to recommend efforts required to start, verify and validate, and bumplessly place into operation a system of this type. Engineer to provide training support to supplement that being provided by the Contractor and equipment manufacturers.
- 30) Prepare monthly progress reports for submittal to the City. Monthly progress reports shall be submitted no later than the last Wednesday of each month.

Additional Services:

The numbering in the following follows that provided in Exhibit A and in the Summary Of Fees. See Exhibit A for City's standard descriptions for Items No. 1 to No. 8.

- 9) **Electronic O&M Manual.** Prepare and provide a facility Operation and Maintenance Manual for the Raw Water Pump Station and the plant SCADA system. Each manual shall be assembled in one or more appropriately bound volumes, in three (3) complete sets, one of which is to be retained by the Engineer. Manual will be prepared as a hard copy for preliminary review by the City. After initial review, city comments will be incorporated and a draft PDF electronic manual will be prepared for City review. Final submission will be three sets of printed document and a CD with the electronic PDF file. The PDF file will be able to be downloaded and used on any of the City's computer that has Adobe reader program. Sections and referenced pages will be bookmarked for easy access. Future revisions will be tracked with a Revision Flag.
- 10) **Project Manual.** Continue to develop and maintain a comprehensive Project Manual (developed in the initial phase) throughout the life cycle of the project following City-approved format and samples. Project Manual shall define project objective, parameters, approach and characteristics as defined in the City approved format. An update of the Project Manual will be submitted with the Design Memorandum and the 30%, 60%, 100% and the Final Submittals.
- 11) **Existing Transmission Main Video Inspection.** Provide a video inspection of

the twin 54" diameter concrete pressure pipes that move raw water from the intake structure to the O. N. Stevens Water Treatment Plant. A video inspection company will examine the interior conditions of the concrete pressure pipes and provide a written report, photos, and video detailing all conditions observed. Before the video inspection can occur, the existing concrete pressure lines will have to be tapped at certain locations so that the video inspection equipment can be inserted into the pipeline. It is estimated that three locations will need to be tapped each costing \$21,400 (two taps, one for each main, at each location).

- 12) **Pump Building No. 1 Wet Well Underwater Inspection.** Provide an underwater inspection of the existing Pump Building No. 1 raw water intake structure. A diver will examine the submerged concrete and steel elements both inside and outside of the existing structure and provide a written report detailing all conditions observed, including photographs and sketches where applicable.
- 13) **Asbestos Survey.** Provide asbestos survey of the existing buildings to be modified. The survey shall determine the location, condition and quantity of materials suspected of containing asbestos. The survey shall include a visual inspection, sampling and laboratory analysis of suspect asbestos containing materials. Survey to be performed by an individual licensed or registered with the Department of State Health Services.
- 14) **Pump System Hydraulic Modeling.** Determine existing and future conditions for the raw water transmission mains and ONS WTP influent structure and provide detailed hydraulic computer modeling to evaluate the system conditions to select the most efficient new pumps for Pump Building No. 1 and to verify compatibility with the existing pumps in Pump Building No. 2.
- 15) **Windstorm Certification.** Provide engineering services to obtain windstorm certification on the renovated Pump Building No. 1 and for the new Electrical Control Room including preparation of a WPI-1 for each building. The buildings will be inspected during the construction phase by a Texas Licensed Professional Engineer approved by the Texas Department of Insurance. At completion of the construction provide a WPI-2-BC-5 Inspection Verification Form and obtain the WPI-8 Windstorm Certificate.
- 16) **SCADA Documentation.** Provide a 60% review workshop and a 100% review workshop for the review of the SCADA documentation required to coordinate effort of the design team and the Utilities Department. SCADA specifications shall follow those developed for the Mary Rhodes Pipeline Phase 2. Provide the project documentation close out workshop for the completion of the review of the additional SCADA documentation required to coordinate efforts of the design team and the Utilities Dept. Provide Quality Assurance (QA) and Quality Control (QC) of the SCADA plans and drawings. Provide meetings with the contractor to coordinate the effort of the contractor's commissioning efforts. Travel to the vendors shop for acceptance testing and to the site to verify the function and

completeness of the SCADA system. Provide site inspection services to verify the SCADA system installation. Provide record drawing documentation of the additional SCADA drawings and documentation. Provide engineering services for developing the following:

- a) Developing the commissioning process, along with the Contractor, for the SCADA system.
- b) Developing the Integration Verification Validation Document used as part of the commissioning process to verify all parts of the SCADA system. Develop phased testing and acceptance plan for the new control system. Develop all required testing scenarios, checklists, acceptance and sign-off documentation, installation and cutover sequence, and other quality control and acceptance documentation to be used by the contractor.
- c) Developing the control system configuration parameters to be used as part of the commissioning process to verify the configuration of the SCADA system.
- d) Developing the check list that will be the basis of the Factory Acceptance Test (FAT) conducted on the SCADA system. This document will be used as part of the commissioning process to verify the function of the SCADA system before it is shipped to the site.
- e) Developing the check list that will be the basis of the Site Acceptance Test (SAT) conducted on the SCADA system. This document will be used as part of the commissioning process to verify the function of the SCADA system after it is installed on the site.

- 17) **Control System URS, DFS and SOO.** Provide engineering services for soliciting from the Utilities Department, confirming and managing the User Requirement Specifications (URS) to define the control system requirements. Provide engineering services for developing the Detailed Functional Specification (DFS) of the control system. The DFS is based on the URS and is part of developing the Sequence of Operations (SOO). Provide engineering services for developing the SOO of the control system. The SOO is based on the DFS and is intended to assist the Utilities Department in refining the control system strategy. Upon successful start-up and commissioning, update Detailed Functional Specification and Sequence of Operation, if required, and submit to Owner with Record Drawing documentation.
- 18) **Existing Instrumentation Evaluation.** Provide engineering services for evaluating with the Utilities Dept. the existing process and control instruments and existing analytical instruments in regard to function and new technology.
- 19) **Additional Documentation Verification.** Provide verification of contractor compliance to the additional documentation requirements required for this project.
- 20) **Electrical Distribution System Modeling.** Provide detailed modeling and analysis of the normal and standby power distribution system. Develop relay settings, coordination curves, fault current calculations, load flow, and arc flash

information for this project.

21) **Geotechnical Investigation Program.** Provide geotechnical engineering services for the project to explore subsurface soil conditions, obtain physical soil properties by laboratory testing and provide foundation design recommendations for the new structures and pipeline.

22) **Engineering Services For Workshops and Various Additional Tasks.** Conduct necessary workshops to confirm user requirements and to identify additions or changes to the requirements that may be discovered throughout the design process. Solicit, capture, record and manage change requirements from various stakeholders throughout the life cycle of the project. Field verify as-builts submitted to Engineer by Owner as much as reasonable without undue demolition or disturbance of existing conditions. Engineer shall not assume that as-builts from previous projects correctly represent the facility as it exists today. Identify pre-treatment chemical storage and feed system space (footprint) and expected power and communication requirements. Provide the services of a Design Quality Control Committee (DQCC). The DQCC will be led by a Senior Engineer that will meet independently from the Design Team to review the 30%, 60% and 100% Pre-final progress milestone submittals for technical merit, completeness of the drawings and specifications, and interdisciplinary coordination prior to submittal to the City. The Design Team and the DQCC will meet to review and resolve DQCC comments and suggested modifications to the progress milestone submittals. The comments and resolutions will be documented in a memorandum. The DQCC will be responsible for the following focused areas of review for each design submittal:

- Consistency with the intent of the design concepts established in the Preliminary Design
- Technical merit
- Conformance with Engineer's Design Checklist
- Conformance with Regulatory Agency Criteria and Development Services Design Checklists
- Constructability
- Operability and Maintainability"

Upon successful completion of the project obtain acceptance signatures from system Owner, Project Manager, Construction Manager, and Inspector. Upon successful startup and commissioning, conduct "Lessons Learned" workshop with project participants. Document and submit to the City a log of lessons learned and recommendations for improvement to project procurement process.

Outline for Design Memorandum

1. Executive Summary

- a. Project Description
- b. Purpose and Objective of Memorandum
- c. Description of Main Deficiencies that Project is addressing
- d. Summary Updated Alternatives Evaluation Matrix
- e. Recommendation for Proposed Improvements
- f. Preliminary Opinion of Probable Construction Costs
- g. Project Design and Construction Schedule
- h. Project Location and Preliminary Site Layout on Aerial Photo

2. Introduction

- a. Scope of Work
- b. Results and Findings of Preliminary Study (Brief Summary of ELR)
- c. Review of Existing Site Conditions: Utilities; Topography ; Soils; Flood Zones
- d. Potential impact of site conditions to Project
- e. Identify Need and Timeline for Utilities relocation
- f. Identify Need and Timeline for Property Acquisition
- g. Identify Regulatory and Permitting Requirements
- h. Impact to Water System and Coordination with Other Projects

3. Proposed Improvements

- a. Design Basis for Water System
- b. Primary Design Criteria & Assumptions - including Design Capacity/Flow Rate, redundancy , compliance with Master Plan/CIP
- c. Standards - including applicable codes, guidelines, regulations, and other references that will be followed
- d. Narrative Descriptions including performance criteria for all systems site conditions, operational and maintenance requirements and compatibility with other system components
- e. Agency and Approval Requirements
- f. Existing Easement/ Right-of-Way and Utilities Relocation Requirements
- g. Existing/ Proposed/ Issues
- h. Construction Sequencing
- i. Major Activities
- j. Construction Sequences Construction Phasing
- k. Recommendations and Alternatives

4. Alternatives Evaluation and Opinion of Probable Construction Costs

- a. Required Improvements
- b. Detailed Alternatives Evaluation with Evaluation Matrix and Evaluation Criteria
- c. Recommendations

5. Geotechnical Study

6. Topographic Survey (and DTM as applicable) and Boundary Survey (legal description/Metes & Bounds survey, new/revised easements, plats...)

7. Detailed Project Schedule from Design through Construction in Excel or MS project Format

8. Design Calculations (Preliminary calculations, Hydraulic grade lines)

9. Other Project Specific Studies as applicable: Wetlands Delineation, Modeling ...

10. Exhibits/Schematics: Location Map, Aerial Photos, Proposed Layout (s), Photos, Base Maps...

**PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COST
 NUECES RIVER RAW WATER PUMP STATION IMPROVEMENTS
 City Project No. E11068**

Mark Maroney, P.E.
 September 18, 2013

PHASE 1 - PUMP STATION IMPROVEMENTS

ITEM	DESCRIPTION	AMOUNT
1.	Bonds and Insurance	\$120,000
2.	Move In and Move Out	\$200,000
3.	PB #1 Building Refurbishment	\$300,000
4.	PB #1 Two New 21,000 GPM Vertical Turbine Pumps	\$1,350,000
5.	PB #1 New Pipe, Valves and Fittings	\$350,000
6.	PB #2 Building Refurbishment	\$37,800
7.	PB #2 Pump and Motor Refurbishment	\$150,000
8.	PB #2 Pipe and Valves Refurbishment	\$75,000
9.	PB #2 Provide New Climate Controlled Office	\$36,000
10.	Temporary Backup Engine Driven Pump	\$150,000
11.	Add Pump Station Flow Metering	\$54,000
12.	Replace 5 Exist. 48" Buried Butterfly Isolation Valves	\$425,000
13.	Replace Existing Air Release Valves on Trans. Main	\$46,400
14.	New Electrical Control Room	\$509,800
15.	New Electrical Gear/MCCs/Control Panels	\$2,850,200
16.	One New Emergency Generator	\$770,500
17.	New Underground Duct Banks	\$201,000
18.	PB #1 Electrical	\$141,300
19.	BP #2 Electrical Improvements	\$148,200
20.	Demo Existing MCCs and New Site Electrical	\$50,000
21.	Add Automated Access Control Gate	\$65,000
22.	Plant Road and Parking Improvements	\$50,000
23.	Perimeter Fence Refurbishment	\$23,200
24.	Utility Allowance	\$50,000
SUB-TOTAL ESTIMATED PROBABLE COST		\$8,153,400
Contingencies at 30%		\$2,465,900
TOTAL ESTIMATE OF PROB. CONSTRUCTION COST		\$10,619,300

**PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COST
NUECES RIVER RAW WATER PUMP STATION IMPROVEMENTS**

City Project No. E11068

Mark Maroney, P.E.
September 18, 2013

PHASE 1 - 54" RAW WATER TRANSMISSION MAIN

ITEM	DESCRIPTION	QTY. + 5%	UNIT	UNIT PRICE	AMOUNT
1.	Move In / Move Out	1	LS	\$50,000	\$63,000
2.	Bonds	1	LS	\$30,300	\$37,600
3.	54" Dia. Transmission Main	5145	LF	\$345	\$1,775,025
4.	54" Dia. 22.6° to 45° Pipe Bend	3	EA	\$7,500	\$22,500
5.	54" Dia. 67.6° to 90° Pipe Bend	2	EA	\$9,000	\$18,000
6.	54" Butterfly Valve	2	EA	\$60,000	\$120,000
7.	72" Dia. Casing Installed by Boring	357	LF	\$1,000	\$357,000
9.	Air Release/Surge Release Chamber	3	EA	\$10,000	\$30,000
10.	Blow-off Valve	3	EA	\$10,000	\$30,000
11.	Guard Post	3	EA	\$350	\$1,050
12.	Metal Post with Sign	4	EA	\$125	\$500
13.	Tie to Existing Structure at WTP	1	LS	\$20,000	\$20,000
14.	8" Flexible Base	270	SY	\$15	\$4,050
15.	1-1/2" HMAc Pavement Repair	270	SY	\$25	\$6,750
16.	Concrete Curb and Gutter	42	LF	\$35	\$1,470
17.	Concrete Sidewalk	189	SF	\$5	\$945
18.	Trench Safety	4800	LF	\$1	\$4,800
19.	4" PVC for Fiber Optic	5145	LF	\$15	\$77,175
20.	4" Fittings	5	EA	\$250	\$1,250
21.	Pull Boxes / Junction Boxes	5	EA	\$1,500	\$7,500
22.	Traffic Control	1	LS	\$10,000	\$10,000
23.	Mandatory Utility Allowance	1	LS	\$20,000	\$20,000
SUB-TOTAL ESTIMATED PROBABLE COST					\$2,608,615
Contingencies @ 15%					\$391,285
TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COST					\$2,999,900

EXHIBIT "B"
MANDATORY INSURANCE REQUIREMENTS & INDEMNIFICATION
FOR A/E PROFESSIONAL SERVICES/CONSULTANT SERVICES
(Revised October 2010)

- A. Consultant must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. The Consultant must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Consultant must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverages by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates	Bodily Injury & Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY to included 1. Owned vehicles 2.. Hired – Non-owned vehicles	\$1,000,000 COMBINED SINGLE LIMIT
PROFESSIONAL LIABILITY including: Coverage provided shall cover all employees, officers, directors and agents 1. Errors and Omissions	\$1,000,000 per claim / \$2,000,000 aggregate (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement; have extended reporting period provisions and identify any limitations regarding who is an Insured
WORKERS' COMPENSATION	Which Complies with the Texas Workers Compensation Act
EMPLOYERS' LIABILITY	500,000/500,000/500,000

AMEND. NO. 1
EXHIBIT "B"
Page 1 of 3

- C. In the event of accidents of any kind, Consultant must furnish the Risk Manager with copies of all reports within (10) ten days of accident.
- D. Consultant must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- E. Consultant's financial integrity is of interest to the City; therefore, subject to Successful Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, 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.
- F. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall 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: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
Fax: (361) 826-4555

- G. 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:
- i. Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - ii. 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;
 - iii. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - iv. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

AMEND. NO. 1
EXHIBIT "B"
Page 2 of 3

- H. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful 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.
- I. 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 stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- J. Nothing herein contained shall be construed as limiting in any way the extent to which Successful Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this agreement.
- K. 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 contract.
- L. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the negligent performance of Consultant's services covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the sole or concurrent negligence of the City of Corpus Christi, its agents, servants, or employees or any other person indemnified hereunder.

**AMEND. NO. 1
EXHIBIT "B"
Page 3 of 3**

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%

AMEND. NO. 1
 EXHIBIT "C"
 Page 1 of 1



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: URBAN ENGINEERING

P. O. BOX: N/A

STREET ADDRESS: 2725 SWANTNER DR. 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	Department (if known)	Job Title and City
<u>N/A</u>		

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
<u>N/A</u>	

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	Committee	Board, Commission or
<u>N/A</u>		

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
<u>N/A</u>	

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: EUGENE C. URBW, Jr Title: PRINCIPAL
(Type or Print)

Signature of Certifying Person:

Eugene C. Urbw, Jr

Date: 1.2.14

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.