

**CITY OF CORPUS CHRISTI
AMENDMENT NO. 3
CONTRACT FOR ENGINEERING DESIGN**

The City of Corpus Christi, Texas, a Texas home-rule municipal corporation ("City") and **Urban Engineering** ("Consultant"), agree to the following amendments to the Contract for Professional Services for **Programmed Water Line Service Life Extension for City-Wide Distribution Repair and Replacement - Indefinite Delivery/Indefinite Quantity (IDIQ) Procurement (Project No. 8610):**

Original Contract	September 3, 2013	Administrative Approval	\$39,100.00
Amendment No. 1	February 11, 2014	Motion No. M2014-013	\$228,440.00
Amendment No. 2	April 18, 2016	Administrative Approval	\$49,900.00

In the Original Contract, Exhibit "A", Scope of Services shall be amended as set forth in the attached Amendment No.3, Exhibit "A".

In the Original Contract, Fees Section, shall be amended based on the modified scope of services in the attached Amendment No. 3, Exhibit "A" for a fee not to exceed **\$328,350.00**, for a total restated fee not to exceed **\$645,790.00**.

All other terms and conditions of the September 3, 2013 Contract for Professional Services between the City and Consultant, and of any amendments to that contract, which are not specifically addressed herein shall remain in full force and effect.

CITY OF CORPUS CHRISTI

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

RECOMMENDED

Operating Department Date

APPROVED AS TO LEGAL FORM

Assistant City Attorney Date


APPROVED

Office of Management and Budget Date

ATTEST

City Secretary Date

URBAN ENGINEERING



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

Project Number <u>8610</u>
Accounting Unit <u>4093-041</u>
Account <u>550950</u>
Activity <u>180198014093EXP</u>
Account Category <u>50950</u>
Fund Name <u>Water 2013 RVBD</u>



Job No.: 33760.B3.02

May 12, 2016

TRANSMITTED VIA EMAIL

Mr. Jeff Edmonds, P.E.
Director of Engineering Services
City of Corpus Christi
P. O. Box 9277
Corpus Christi, Texas 78469

Subject: Amendment No.3 - Programmed Water Line Service Life Extension (#8610)
City-Wide Water Distribution System Repair and Replacement - ID/IQ Procurement

Dear Jeff:

In response to a City request we are proposing the following contract amendment to the *Programmed Water Line Service Life Extension (#8610)*. It is our understanding that the City desires to renew the City-Wide Water Distribution System Repair and Replacement (IDIQ) Procurement project for an additional two (2) year period. The City would also like to prepare bidding documents for a new IDIQ program. To assist the City with these tasks we propose to provide engineering services as outlined below.

I. SCOPE OF SERVICES:

Basic Services

A. Design Phase Services (ID/IQ Bidding Documents)

- a. Attend (1) one kickoff meeting
- b. Provide Project Management services to ensure that the project deliverables that are provided meet the stakeholders requirements
- c. Review, study, and verify all comments and recommendations from the "lessons learned" and incorporate into the contract documents for a new City-Wide Water Distribution System Repair and Replacement (IDIQ) Procurement project.
- d. A/E will update the current unit-price matrix to include water system repair and replacement items (water mains, valves, water services, hydrants, meters, etc.). This matrix will also include ancillary items such as fence removal and replacement, seeding sodding, pavement repair, sidewalk repair, curb and gutter repair, traffic control, etc.
- e. A/E will update the bid item matrix.
- f. Attend (2) two meetings to review the unit price matrix
- g. A/E will update the sample delivery order to be included as an attachment in the bid documents. This document will clearly define the contractor's expectations on the type of information typically included in future delivery orders and the level of detail to be expected. In addition, it will provide clear guidance on the anticipated format of future delivery orders and will define the documents required, provide suggestions on the type

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TBPE Firm #145
TBPLS Firm #10032400

**AMEND. NO. 3
EXHIBIT "A"
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of information recommended, and offer examples of plan sheets, photos, and cost estimates.

- h. A/E will update the typical traffic control plans and standard traffic control measures for the various construction applications that can be reasonably anticipated. The City Traffic Engineering Department will have final authority on the appropriate traffic control set-ups for each delivery order site.
- i. Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that submittal of the pre-final, 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 staff.
- j. A/E will update the construction contract documents (plans and specifications) for the City-Wide Water Distribution System Replacement and Repair ID/IQ Procurement. These plans and specifications will follow the same format that was developed for the current *City Wide Water Distribution System Repair and Replacement IDIQ Procurement (City Project 8610)* project.
 - i. Prepare one (1) set of PRE-FINAL (60%) and one (1) set of FINAL (100%) Contract and Bid Documents in City format (using City Standards as applicable), including Contract agreement forms, general conditions and supplemental conditions, notice to bidders, instruction to bidders, insurance, bond requirements, and preparation of other contract and bid related items; specifications and drawings to fix and describe, for one bid or for multiple bids, the size and character of the entire Project; description of materials to be utilized; and such other essentials as may be necessary for construction and cost analysis. Both packages will also be provided electronically in PDF and CAD formats. Said bid documents henceforth become the sole property and ownership of the City of Corpus Christi.
 - ii. Following the City's review of the PRE-FINAL (60%) submittal package, Engineer will assimilate all review comments and make the appropriate modifications and additions/deletions to the FINAL (100%) bid package. 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.
 - iii. Attend (1) one PREFINAL (60%) complete design meeting to review the contract and bidding documents. Attend (1) one FINAL (100%) complete design meeting to review the contract and bidding documents.

Bid Phase Services

A/E will provide the following bid phase services:

- a. Attend Pre-Bid Meeting
- b. Attend Bid Opening
- c. Review and prepare responses to RFI's
- d. Prepare addenda as needed for the project execution
- e. Prepare a bid evaluation and provide a written recommendation to the City

Construction Phase Services

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. Remaining construction services will be conducted under the Delivery Order Preparation task, as described below.

Additional Services

Delivery Order Preparation

- a. A/E will perform site visits, review inspection reports, repair reports and meet with City to identify water distribution system issues and the possible rehabilitation options.
- b. A/E 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 inspection reports, City work orders, old plans, etc.
- d. Review field and laboratory tests.
- e. 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.
- f. 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.
- g. Prepare draft change orders as authorized by the City (coordinate with the City's construction division).
- h. Make final inspection with City staff and provide the City with a Certificate of Completion for the project.

Topographic Survey

- a. Topographic surveys will be required on some delivery orders where horizontal and/or vertical control is critical for the design and construction of the proposed improvements and to avoid potential conflicts or to confirm to proposed slopes, etc.
- b. The Topographic Survey allowance is based on two (2) 8-hr days of (2-man) field crew work and office time per site and has been estimated for approximately four (4) sites.

Warranty Phase

- a. A/E will prepare a list of all sites completed at the end of a 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. A/E will provide a warranty inspection of all sites toward the end of the 12-month period and generate a warranty items punch list. The Warranty Phase allowance is based on one (2) 12-month warranty periods.

Construction Administrative Support

A/E will provide up 10 hours per month x 12 months x 2 two years = 240 hours to assist the City as follows:

- a. Review the monthly payment requests with respect to the delivery orders issued to ensure that the quantities presented by the contractor are justified.
- b. Addend construction meetings

The Construction Administrative Support allowance is based on two (2) 12-month periods.

II. SCHEDULE:

A/E proposes to complete the construction bid documents as described under basic services above within (60) sixty days of receiving the notice to proceed.

The schedule for Delivery Order preparation will be determined once the construction contract has been renewed.

III. FEE:

For services authorized by the Director of Engineering Services, the City will pay the A/E a not-to-exceed fee as per the table below.

Summary of Fees

Basic Services Fees					
	Original Contract	Amend. No. 1	Amend. No. 2	Amend. No. 3	Total
1. Preliminary Phase	\$39,100	\$7,420			\$46,520
2. Design Phase		\$59,570		\$30,330	\$89,900
3. Bid Phase		\$7,440		\$7,350	\$14,790
4. Construction Phase		\$6,640		6,740	\$13,380
Subtotal Basic Services Fees	\$39,100	\$81,070		\$44,420	\$164,590
Additional Services Fees (Allow.)					
1. Assessment/Selection of Proposed Work		\$25,100	\$5,000		\$30,100
2. Delivery Order Preparation		\$112,820 ¹	\$44,900 ¹	\$225,640 ¹	\$383,360
3. Topographic Survey		\$3,810		\$19,050	\$22,860
4. Warranty Phase		\$5,640		\$5,640	\$11,280
5. Construction Administrative Support				\$33,600	\$33,600
Sub-Total Additional Services Fees		\$147,370	\$49,900	\$283,930	\$481,200
Total Fee	\$39,100	\$228,440	\$49,900	\$328,350	\$645,790

Notes

1) The Delivery Order allowance will be determined and billed, at rates shown in the Compensation Table below, as the final delivery orders are issued to the Contractor

The following compensation table will be used to determine the Delivery Order fee;

COMPENSATION TABLE

<u>Construction Cost of Delivery Order</u>	<u>A/E Fee</u>
\$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 delivery order is estimated to be \$475,025 then the total basic services fee would be as follows:

$$\text{Fee} = \$475,025 \times 4.75\% = \underline{\$22,564}$$

The proposed fee of \$225,640 will cover approximately 10 delivery orders of \$475,025 for a total budget of approximately \$4,750,250, over the next two (2) years.

If the above is acceptable, please prepare an amendment to our AE Contract for signatures. Should you have any questions please let me know.

Sincerely,

URBAN ENGINEERING



J. Douglas McMullan, P.E.

JDM/

Enclosures

cc: Daniel Deng, P.E. – Major Projects Engineer, Engineering Services w/encl. via email



SUPPLIER NUMBER
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

City of
Corpus
Christi

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	Job Title and City Department (if known)
<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	Board, Commission or Committee
<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: James L. Urban, P.E. Title: Principal
(Type or Print)

Signature of Certifying Person:  Date: 2/2/16

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.