



Job No.: 33760.B4.00

May 23, 2014 REV2

TRANSMITTED VIA EMAIL

Natasha Fudge, P.E.
Acting Director of Capital Programs
City of Corpus Christi
P. O. Box 9277
Corpus Christi, Texas 78469

Subject: Amendment No.3 – Padre Island Water Supply E10172 – 8 Inch Gas Line Extension to Aquarius Street

Dear Natasha,

This proposal is in response to a request from City staff to provide professional services for an extension of the 8-inch gas line, from the termination point of the Padre Island Water Supply project to Aquarius Street, as shown on the attached Exhibit. We propose the following contract amendment to the *Padre Island Water Supply (#E10172)* to prepare plans and specifications to construct the proposed gas line improvements;

I. SCOPE OF SERVICES:

BASIC SERVICES

Design Phase Services

- a. Attend (1) one kickoff meeting.
- b. Provide Project Management services to ensure that the project deliverables that are provided meet the stake holder's requirements.
- c. Review, study, and verify all applicable comments and recommendations from the Padre Island Water Supply project (E10172) and incorporate into the new gas line project contract documents.
- d. Prepare construction contract documents (plans and specifications) for the *8 Inch Gas Line Extension to Aquarius Street*. These plans and specifications will follow the City of Corpus Christi format as follows:
- e. Prepare one (1) set of 60% and one (1) set of 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 bidding, 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. Bid 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.
- f. Prepare a 60% Opinion of Probable Construction Cost Estimate (OPCC)
- g. Following the City's review of the 60% submittal package, the A/E will assimilate all review comments and make the appropriate modifications and additions/deletions to the 100% bid package and prepare a 100% OPCC. 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.

(361)854-3101

2725 SWANTNER DR. • CORPUS CHRISTI, TEXAS 78404

FAX (361)854-6001

www.urbaneng.com

TBPE Firm #145

TBPLS Firm #10032400

**AMEND. NO. 3
EXHIBIT "A"
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- h. Attend (1) one 60% complete design meeting to review the contract and bidding documents. Attend (1) one 100% complete design meeting to review the contract and bidding documents.**
- i. Provide typical traffic control plans and standard traffic control measures for the various construction applications that can be reasonably anticipated. Include bid items for signage, illumination, markings and striping, and signalization. The City Traffic Engineering Department will have final authority on the appropriate traffic control set-ups.**
- j. Prepare a storm water pollution prevention plan (SWPPP) for the project and include it in the bid package.**
- k. Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that submittal of the 60%, and 100% complete plans, specifications and bid documents accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City staff.**

Bid Phase Services

The A/E will provide the following bid phase services:

- a. Attend a Pre-Bid Meeting**
- b. Review and prepare responses to requests for information (RFI's) during the bid phase**
- c. Prepare addenda as needed for the project execution**
- d. Attend the Bid Opening**
- 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 a pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements that impact the project.**
- b. Review shop and working drawings, materials and other submittals for conformance to contract documents.**
- a. 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 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.**

ADDITIONAL SERVICES (NOT AUTHORIZED)

U.S. Army Corps of Engineers Nation Wide Permit

A/E will conduct a wetland delineation, coordinate with the USACE, prepare a Nation Wide Permit application and assist in pursuit of USACE authorization for the impacts associated with the 8-inch gas line extension. The following tasks will be performed;

a. Wetland Delineation:

A/E will conduct a wetland delineation within the proposed work corridor in accordance with the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and Regional Supplement.

A/E will provide a draft wetland delineation report to City for review and comment. After receiving approval from City, A/E will submit the delineation report to USACE with a request for a preliminary jurisdictional determination or verified determination.

A/E will coordinate with USACE in attempt to attain a preliminary jurisdictional determination or verified delineation. This task includes up to two site visits with USACE and responding to minor questions and requests for additional information. Additional fees may be required if significant requests for additional field work or information are made.

b. Pre-construction Notification (PCN):

A/E will prepare a Pre-construction Notification (PCN) for applicable USACE Nationwide Permits and/or Regional General Permit for gas pipeline installation and submit the PCN to USACE with a request for concurrence.

A/E will coordinate with USACE in attempt to obtain concurrence from USACE that the projects are eligible for authorization under Nationwide Permit and/or Regional General Permits. If USACE determines that the projects are not eligible for use under a Nationwide or Regional General Permit, additional fees may be required to pursue an Individual Permit.

Texas DOT Permit

A/E will coordinate with the TxDOT and prepare a permit application for the 8-inch gas line extension within their right-of-way.

Texas General Land Office Authorization

A/E will coordinate with the TGLO and prepare an authorization to construct the 8-inch gas line extension within their jurisdictional area (TxDOT ROW).

Topographic/Hydrographic Survey

Topographic survey will be undertaken along the proposed horizontal alignment to establish horizontal and/or vertical control for the design and construction of the proposed improvements. A hydrographic survey (soundings) will also be conducted across the channel to establish the channel depth along the proposed alignment.

Warranty Phase

A/E will provide a warranty inspection of the project site toward the end of the 12-month warranty period and generate a warranty items punch list.

Geotechnical Study

A/E will enter into a contract with a Professional Geotechnical Engineer to provide the following scope of services:

- **Field Program** – Subsurface conditions will be explored by performing two (2) soil borings to a depth of 80-ft and four (4) soil borings to depths of 15-ft below existing grade.
- **Laboratory Testing** – Selected samples from the soil borings will be used for laboratory testing.
- **Engineering Analysis** – The analysis will include braced sloped excavations, pipe bedding and backfill, pavement subgrade reconstruction, subsurface dewatering, HDD drill pad construction, and soil corrosion potential. The results and findings of the geotechnical services will be presented in a written report.

II. SCHEDULE:

We proposed to complete the Design Phase tasks described above within (120) one hundred and twenty days of receiving the notice to proceed.

The schedule for the bidding and construction phases will be determined once the Design Phase has been completed.

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. All fees for Additional Services are unauthorized at this time, requiring authorization by the Director of Capital Programs.

Summary of Fees

BASIC SERVICES	
1. Design Phase	\$59,580
2. Bid Phase	\$3,970
3. Construction Phase	\$15,890
Subtotal Basic Services Fees	\$79,440
ADDITIONAL SERVICES (NOT AUTHORIZED)	
1. USACE Permit	\$33,105
2. TxDOT Permit	\$2,275
3. TGLO Authorization	\$2,275
4. Topographic/Hydrographic Survey	\$6,615
5. Warranty Phase	\$1,605
6. Geotechnical Study	\$16,008
Sub-Total Additional Services Fees	\$61,883
Total Fee	\$141,323

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

xc: Natasha Fudge, P.E. – Engineering Services w/encl. via email

Padre Island Water Supply Study
Project No. E10172
SUMMARY OF FEES

	ORIGINAL CONTRACT	AMEND. NO. 1	AMEND. NO. 2				AMEND. NO. 3 Gas Dept.	TOTAL
			Water Dept.	Gas Dept.	MIS Dept.	Total		
BASIC SERVICES								
1	Preliminary Phase	\$0.00	\$40,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,100.00
2	Design Phase	0.00	173,500.00	1,500.00	62,897.00	41,210.00	105,607.00	338,687.00
3	Bid Phase	0.00	13,300.00	0.00	4,368.00	2,862.00	7,230.00	24,500.00
4	Construction Phase	0.00	40,100.00	0.00	13,104.00	8,585.00	21,689.00	77,679.00
Sub-Total Basic Services		0.00	267,000.00	1,500.00	80,369.00	52,657.00	134,526.00	480,966.00
ADDITIONAL SERVICES								
1	Water Supply Study	49,870.00	20,000.00	0.00	0.00	0.00	0.00	69,870.00
2	Permitting (Allowance):							
	USCOE Permit	0.00	19,600.00	0.00	5,748.00	3,832.00	9,580.00	62,285.00
	TXDOT	0.00	10,000.00	0.00	2,934.00	1,956.00	4,890.00	17,165.00
	NPDES Permit	0.00	2,500.00	0.00	0.00	0.00	0.00	2,500.00
	TGLO Authorization	0.00	0.00	0.00	0.00	0.00	2,275.00	2,275.00
3	ROW Acquisition Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Topographic Survey	0.00	11,500.00	0.00	0.00	0.00	6,615.00	18,115.00
5	Hydrographic Survey	0.00	9,110.00	0.00	0.00	0.00	0.00	9,110.00
6	Wetland Delineation (Allowance)	0.00	13,800.00	0.00	4,044.00	2,696.00	6,740.00	20,540.00
7	Environmental Issues	0.00	5,460.00	0.00	0.00	0.00	0.00	5,460.00
8	Construction Observation Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	Start-up Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	Warranty	0.00	5,400.00	0.00	0.00	0.00	1,605.00	7,005.00
11	TGLO Miscellaneous Easement (Allowance)	0.00	0.00	11,100.00	6,660.00	4,440.00	22,200.00	22,200.00
12	Subsurface Utility Exploration (Allowance)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	Public Outreach	0.00	0.00	5,040.00	0.00	0.00	5,040.00	5,040.00
14	Geotechnical Study	0.00	0.00	5,040.00	0.00	0.00	16,008.00	16,008.00
Sub-Total Additional Services		49,870.00	97,370.00	21,180.00	19,386.00	12,924.00	48,450.00	257,573.00
TOTAL AUTHORIZED FEE		\$49,870.00	\$364,370.00	\$22,680.00	\$99,755.00	\$65,581.00	\$182,976.00	\$738,539.00
		11/05/10 Admin Approval	06/21/11 M2011-134	02/26/13 M2013-037			06/24/14 M2014-	

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%



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>	

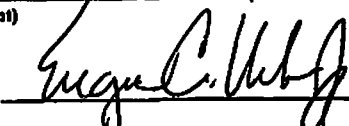
FILING REQUIREMENTS

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. URBAN, JR Title: PRINCIPAL
(Type or Print)

Signature of Certifying Person:  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.