

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

The City of Corpus Christi, Texas hereinafter called "City", and **RVE, INC.** hereinafter called "Engineer", agree to the following amendments to the Contract for Engineering Services for **McArdle Road Improvements Ennis Joslin Road to Whitaker Drive (Project No. E12097/E12098) BOND ISSUE 2012**, as authorized and administratively amended by:

Original Contract	January 29, 2013	Motion No. M2013-019	\$957,720.00
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In the Original Contract, Exhibit "A", Section 1. Scope of Services, Part A. Basic Services shall be amended to include **Item No. 2 Design Phase**, **Item No. 3 Bid Phase** and **Item No. 4 Construction Phase** as set forth in the attached Amendment No. 1, Exhibit "A".

In the Original Contract, Exhibit "A", Section 3. Fees, Part C. Summary of Fees shall be modified by the attached as Amend No. 1 Exhibit "A" for a fee not to exceed **\$155,520.00 (One Hundred Fifty Five Thousand Five Hundred Twenty Dollars and Zero Cents)**, for a total restated fee not to exceed **\$1,113,240.00 (One Million One Hundred Thirteen Thousand Two Hundred Forty Dollars and Zero Cents)**. Monthly invoice will be submitted in accordance with Exhibit "C".

All other terms and conditions of the January 29, 2013 contract between the City and Engineer, and of any amendments to that contract, which are not specifically addressed herein shall remain in full force and effect.

CITY OF CORPUS CHRISTI

Mark Van Vleck, P.E. Date
Interim Assistant City Manager
for Public Works & Utilities

RVE, INC.



Patrick D. Veteto, P.E. Date
President
820 Buffalo Street
Corpus Christi, TX 78401
(361) 887-8851 Office
(361) 887-8855 Fax

8-23-13

RECOMMENDED

Daniel Biles, P. E., Date
Director of Engineering Services

APPROVED AS TO FORM

City Attorney Date

APPROVED

Office of Management Date
and Budget

ATTEST

Armando Chapa, City Secretary

McArdle Road from Nile to Ennis Joslin (Project No. E12097) BOND ISSUE 2012

Department	Fund Source No.	Amount
Street CIP	550950-3549-00000-E12097	\$0.00
Wastewater CIP	550950-4251-00000-E12097	75,410.00
Storm Water CIP	550950-3496-00000-E12097	56,077.00
Water CIP	550950-4092-00000-E12097	0.00
Gas CIP	550950-4556-00000-E12097	0.00
Total		\$131,487.00

Encumbrance No. _____

McArdle Road from Whitaker Drive Nile (Project No. E12098) BOND ISSUE 2012

Department	Fund Source No.	Amount
Street CIP	550950-3549-00000-E12098	\$0.00
Wastewater CIP	550950-4251-00000-E12098	0.00
Storm Water CIP	550950-3496-00000-E12098	24,033.00
Water CIP	550950-4092-00000-E12098	0.00
Gas CIP	550950-4556-00000-E12098	0.00
Total		\$24,033.00

Encumbrance No. _____

ENTERED *aw*

AUG 21 2013

CONTRACT MANAGERS



August 19, 2013

7-13002

City of Corpus Christi
Engineering Services
P. O. Box 9277
Corpus Christi, Texas 78469-9277

Attn: Ms. Jamie Pyle, P.E.

Re: McArdle Road Improvements – Ennis Joslin Road to Whitaker Drive
City Project No(s) E12097 & E12098
Engineering Contract Amendment No. 1

Dear Ms. Pyle:


The City has requested that RVE perform additional design work on the subject project to include: storm sewer capacity upgrades from Daly Drive to Rodd Field Road and wastewater trunk line upsizing from Nile Drive to Ennis Joslin Road. Per our contract with the City on this project, RVE is due additional engineering fees for storm sewer capacity upgrades and for other street and utility improvements that exceed the budgets established at the time of the original contract. The estimated construction cost of the storm sewer capacity upgrades is \$1,339,275.05. The estimated construction cost of the total requested wastewater improvements, including upsizing of the trunk main, is \$1,421,593.05. The original budget for wastewater improvements was \$500,000; so, the amount of wastewater improvements over the original budget is \$921,593.05. The total estimated additional construction cost associated with this contract amendment is \$2,260,868.10. RVE proposes to perform the necessary additional engineering services for a total of \$155,520.00 (6.88%) separated as follows:

- DESIGN PHASE: \$ 122,780.00
- BID PHASE: \$ 1,440.00
- CONSTRUCTION PHASE: \$ 31,300.00

Contract amendment documents supporting the above have been submitted to the City. Please let me know if you have any questions, or need any additional information.

Sincerely,

RVE, Inc.



D. Scott Jones, P.E.
Civil Group Manager

DSJ/dcr

cc: File

TBPE Firm Reg. No. F-2037

820 Buffalo St., Corpus Christi, Texas 78401-2216 P.O. Box 2927, Corpus Christi, Texas 78403-2927
phone: 361.887.8851 fax: 361.887.8855 e-mail: rve@rve-inc.com website: www.rve-inc.com

AMD. NO. 1
EXHIBIT "A"
Page 1 of 2

**McARDLE ROAD IMPROVEMENTS
ENNIS JOSLIN ROAD TO WHITAKER DRIVE
(Project No. E12097/E12098)**

SUMMARY OF FEES

	ORIGINAL CONTRACT	AMENDMENT NO. 1			TOTAL
		Wastewater	Storm Water	TOTAL	
Basic Services Fees					
1. Preliminary Phase	\$110,700.00	\$0.00	\$0.00	\$0.00	\$110,700.00
2. Design Phase	\$422,855.00	\$59,040.00	\$63,740.00	\$122,780.00	\$545,435.00
3. Bid Phase	\$30,225.00	\$720.00	\$720.00	\$1,440.00	\$31,665.00
4. Construction Phase	\$80,850.00	\$15,650.00	\$15,650.00	\$31,300.00	\$112,150.00
Subtotal Basic Services Fee	\$644,430.00	\$75,410.00	\$80,110.00	\$155,520.00	\$799,950.00
Additional Services (Allowance)					
1. Permitting (TxDOT) (Authorized)	\$10,290.00	\$0.00	\$0.00	\$0.00	\$10,290.00
2. Permitting (TDLR) (Authorized)	\$3,230.00	\$0.00	\$0.00	\$0.00	\$3,230.00
3. Topographic Survey and ROW Verification (Authorized)	\$126,380.00	\$0.00	\$0.00	\$0.00	\$126,380.00
4. SUE Exploration (Hydro Excavation) (Authorized)	\$62,500.00	\$0.00	\$0.00	\$0.00	\$62,500.00
5. Public Meetings (2 Meetings) & Oversight Committee Presentation (Authorized)	\$18,750.00	\$0.00	\$0.00	\$0.00	\$18,750.00
6. Construction Observation Services (To Be Determined)	TBD				
7. Drainage Analysis of Existing Storm Infrastructure (Authorized)	\$88,840.00	\$0.00	\$0.00	\$0.00	\$88,840.00
8. Warranty Phase (Authorized)	\$3,300.00	\$0.00	\$0.00	\$0.00	\$3,300.00
Subtotal Additional Services Fee	\$313,290.00	\$0.00	\$0.00	\$0.00	\$313,290.00
Total Fees	\$957,720.00	\$75,410.00	\$80,110.00	\$155,520.00	\$1,113,240.00

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

- 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.

- 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.

COMPLETE PROJECT NAME
Project No. E11088
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	\$15,117	\$0	\$0	\$15,117	\$0	\$1,000	\$1,000	7%
Design Phase	20,818	0	0	20,818	1,000	500	1,500	7%
Bid Phase	0	0	0	0	0	0	0	n/a
Report Phase	14,166	0	0	14,166	0	0	0	0%
Construction Phase	0	0	0	0	0	0	0	n/a
Subtotal Basic Services	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
Additional Services:								
Permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Warranty Phase	0	0	0	0	0	0	0	n/a
Inspection	9,011	0	0	9,011	0	0	0	0%
Platting Survey	29,090	0	0	29,090	0	0	0	0%
Reporting	1,294	0	0	1,294	0	0	0	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	0	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$39,395	\$0	\$0	\$39,395	\$0	\$0	\$0	0%
Summary of Fees								
Basic Services Fees	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
Additional Services Fees	39,395	0	0	39,395	0	0	0	0%
Total of Fees	\$89,496	\$0	\$0	\$89,496	\$750	\$1,500	\$2,500	3%



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: RVE, Inc.

P. O. BOX: _____

STREET ADDRESS: 820 Buffalo Street **CITY:** Corpus Christi **ZIP:** 78401

FIRM IS: 1. Corporation 2. Partnership
4. Association 5. Other 3. Sole Owner

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>	_____
_____	_____
_____	_____

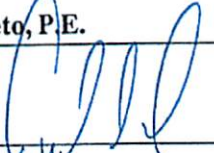
FILING REQUIREMENTS

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: Patrick D. Veteto, P.E. Title: President
(Type or Print)

Signature of Certifying Person:  Date: 01-18-13

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.