

**CITY OF COPRUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES
AMENDMENT NO. 5**

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

Original Agreement	March 19, 2013	Motion No. M2013-047	\$162,950.00
Amendment No. 1	February 5, 2014	Administrative Approval	\$49,000.00
Amendment No. 2	May 12, 2014	Administrative Approval	\$39,850.00
Amendment No. 3	July 7, 2014	Administrative Approval	\$5,820.00
Amendment No. 4	January 23, 2015	Administrative Approval	\$46,300.00

Exhibit "A", Section I. Scope of Services, Part A. Basic Services, Item No. 3 Construction Phase shall be amended to include additional Design Phase Services as specified in the attached Amendment No. 5 Exhibit "A".

Exhibit "A", Section I. Scope of Services, Part B. Additional Services, Item No. 2 Warranty Phase and Item No. 3 Consultant and Invoice Coordination shall be amended to include services as specified in the attached Amendment No. 5 Exhibit "A".

Exhibit "A", Section III. Fees, shall be amended as specified in the attached Amendment No. 5 Exhibit "A" for a revised fee not to exceed **\$238,550.00 (Two Hundred Thirty-Eight Thousand Five Hundred Fifty Dollars and Zero Cents)**, for a total restated fee not to exceed **\$542,470.00 (Five Hundred Forty-Two Thousand Four Hundred Seventy Dollars and Zero Cents)**. Monthly invoices shall be submitted in accordance with Exhibit "B".

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

CITY OF COPRUS CHRISTI

Director of Capital Programs (Date)

RECOMMENDED

Operating Department (Date)

APPROVED AS TO FORM

Assistant City Attorney (Date)
for City Attorney

LNV, INC.

[Signature]

Dan S. Leyendecker, P.E., (Date)

President
801 Navigation, Suite 300
Corpus Christi, TX 78408
(361) 883-1984 Office
(361) 883-1986 Fax

**AMEND. NO. 5
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APPROVED

Office of Management and Budget (Date)

ATTEST

Rebecca Huerta, City Secretary

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



December 9, 2014

Jerry Shoemaker, P.E.
Acting Director of Capital Programs
City of Corpus Christi
P.O. Box 9277
Corpus Christi, TX 78469-9277

**Re: Amendment No. 5 to Professional Services Contract
City Wide Collection System Replacement and Rehabilitation
Indefinite Delivery/Indefinite Quantity Program
City Project No. E12161/E14015**

Dear Mr. Shoemaker:

In response to City request, we are proposing the following contract amendment for the City Wide Collection System Replacement and Rehabilitation Indefinite Delivery/Indefinite Quantity Program.

Project Description:

The City of Corpus Christi, Texas, hereinafter called "City", and LNV, Inc., hereinafter called "Engineer", agree to the following Contract Amendment for Engineering and Consulting Services to develop and issue delivery order packages for the City Wide Collection System Replacement & Rehabilitation Indefinite Delivery/Indefinite Quantity Program (Oso & Greenwood service basins).

The original contract was based on 1/3 of the work occurring in the respective basins shown in the table below. However, the Oso and Greenwood basins consist of approximately 65% of the City's collection system and 62% of the sanitary sewer overflows; therefore, the majority of delivery order sites issued have been located in these basins. This amendment will increase the Basic Services Construction Phase (Allowance) for the Engineer to continue issuing delivery orders and providing construction phase services, it will increase the Additional Service Warranty Phase associated with the additional delivery order sites as described in Scope of Services below, and it will increase the Consultant and Invoice Coordination amount. The additional allowance in this amendment is the estimated maximum amount required for the Engineer to complete the 2-year Renewal Construction Contract.

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

1. SCOPE OF SERVICES

The Scope of Services for this contract amendment consists of preparing delivery order documents including site work descriptions, exhibits, utility basemaps, engineer's estimates, and site photos and associated construction phase services described below. The original contract shall be modified to include the following:

A. BASIC SERVICES

1. Preliminary Phase. **(N/A)**
2. Design Phase. **(N/A)**
3. Bid Phase. **(N/A)**
4. Construction Phase. The A/E will perform contract administration to include the following:
 - a. ~~Participate in pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements impacted the project.~~
 - b. Review for conformance to contract documents, shop and working drawings, materials and other submittals.
 - c. Review field and laboratory tests.
 - d. Provide interpretations and clarifications of the contract documents for the contractor and authorize required changes, which do not affect the contractor's price and are not contrary to the general interest of the City under the contract.
 - e. Make regular visits to the site of the Project to confer with the City project inspector and contractor to observe the general progress and quality of work, and to determine, in general, if the work is being done in accordance with the contract documents. This will not be confused with the project representative observation or continuous monitoring of the progress of construction.
 - f. Prepare change orders as authorized by the City (coordinate with the City's construction division); provide interpretations and clarifications of the plans and specifications for the contractor and authorize minor changes which do not affect the contractor's price and are not contrary to the general interest of the City under the contract.
 - g. Make final inspection with City staff and provide the City with a Certificate of Completion for the project.
 - h. ~~As applicable, review and assure compliance with plans and specifications, the preparation of operating and maintenance manuals (by the Contractor) for all equipment installed on this Project. These manuals will be in a "multimedia format" suitable for viewing with Microsoft's Internet Explorer, version 3.0. As a minimum the Introduction, Table of Contents, and Index will be in HTML (HyperText Markup Language) format, with HyperText links to the other parts of the manual. The remainder of the manual can be scanned images or a mixture of scanned images and text. Use the common formats for scanned images - GIF, TIFF, JPEG, etc.. Confirm before delivery of the manuals that all scanned image formats are compatible with the image-viewing software available on the City's computer - Imaging for Win95 (Wang) and Microsoft Imaging Composer. Deliver the manuals on a CD-ROM, not on floppy disks.~~
 - i. Review construction "red-line" drawings, ~~prepare record drawings~~ of the Project as constructed (from the "red-line" drawings, inspection, and the contractor

~~provided plans). and deliver to the Engineering Services a reproducible set and electronic file (AutoCAD r.14 or later) of the record drawings within two (2) months of final acceptance of the project. All drawings will be CADD drawn using dwg format in AutoCAD, and graphics data will be in dxf format with each layer being provided in a separate file. Attribute data will be provided in ASCII format in tabular form. All electronic data will be compatible with the City GIS system.~~

k. Delivery Orders

- Engineer will perform site visits, review video inspections, and meet with City to identify wastewater collection system issues and the possible rehabilitation options.
- Engineer will submit a “draft” version of each non-emergency delivery order for the City’s review and comment prior to issuing the final delivery order.
- 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 engineer’s estimate, and any other reference material that may aid the Contractor during construction including video inspection reports, City work orders, old plans, etc.
- The Delivery Order allowance will be billed, at rates shown in the Compensation Table below, as the final delivery orders are issued to the Contractor and are assumed to be limited to a max of 30 separate delivery order packets for the renewed 2-year contract.

The City staff will:

- ~~a. Prepare applications/estimates for payments to contractor.~~
- b. Conduct the final acceptance inspection with the Engineer.

A. Additional Services (ALLOWANCE)

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

1. **Topographic Survey (N/A)**

2. **Warranty Phase**

- Engineer will prepare a list of all sites completed at the end of each 12-month period for the City and recommend acceptance of the sites and commencement of the warranty period. All listed sites will have the same completion date and warranty expiration date.
- Engineer 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 two (2) 12-month warranty periods.

3. **Consultant and Invoice Coordination**

- Engineer will provide interpretations/clarifications on ID/IQ plans,

specifications and procedures.

- Engineer will prepare and maintain a Site Summary List detailing construction status and total invoiced amount for each delivery order site
- Engineer will create a site quantity form for consultant's monthly execution.
- Engineer will compile consultant's site quantity forms and submit a single pay application to the City on a monthly basis.
- Engineer will track overall project money and provide City with regular updates on status of remaining funds.

4. **Traffic Control Plans (N/A)**

5. **City-wide Pipe Bursting IDIQ Contract Docs. & Bid Package (N/A)**

II. SCHEDULE

Day	Date	Activity
Weekday	April 2016	Complete Construction (E14015)

III. FEES

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

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

Original Contract fees were based on the City's budget for the 6 service basins of \$5,500,000.00 (2-year Base Contract) with up to one-third (1/3) of work performed in any two (2) basins. However, the Oso and Greenwood basins consist of approximately 65% of the City's collection system and 62% of the sanitary sewer overflows; therefore, the majority of delivery order sites issued in the original contract were located in these basins. The fees in this Amendment are based on this estimated distribution of delivery orders.

Summary of Fees

	ORIGINAL CONTRACT	AMD. No. 1	AMD. No. 2	AMD. No. 3	AMD. No. 4	AMD. No. 5	TOTAL
BASIC SERVICES							
1. Preliminary Phase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Design Phase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Bid Phase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Construction Phase (Allowance)	\$ 112,500.00	\$ 49,000.00	\$ 38,600.00	\$ -	\$ -	\$ 190,000.00	\$ 390,100.00
Subtotal Basic Services	\$ 112,500.00	\$ 49,000.00	\$ 38,600.00	\$ -	\$ -	\$ 190,000.00	\$ 390,100.00
ADDITIONAL SERVICES (Allowance)							
1. Topographic Survey	\$ 3,080.00	\$ -	\$ -	\$ (3,080.00)	\$ -	\$ -	\$ -
2. Warranty Phase	\$ 5,300.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ 6,550.00	\$ 13,100.00
3. Consultant and Invoice Coordination	\$ 42,070.00	\$ -	\$ -	\$ -	\$ -	\$ 42,000.00	\$ 84,070.00
4. Traffic Control Plans	\$ -	\$ -	\$ -	\$ 8,900.00	\$ -	\$ -	\$ 8,900.00
5. City-wide Pipe Bursintg IDIQ Contract Docs. & Bid Package	\$ -	\$ -	\$ -	\$ -	\$ 46,300.00	\$ -	\$ 46,300.00
Subtotal Additional Services	\$ 50,450.00	\$ -	\$ 1,250.00	\$ 5,820.00	\$ 46,300.00	\$ 48,550.00	\$ 152,370.00
TOTAL AUTHORIZED FEE	\$ 162,950.00	\$ 49,000.00	\$ 39,850.00	\$ 5,820.00	\$ 46,300.00	\$ 238,550.00	\$ 542,470.00

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

COMPENSATION TABLE

Construction Cost of Delivery Order

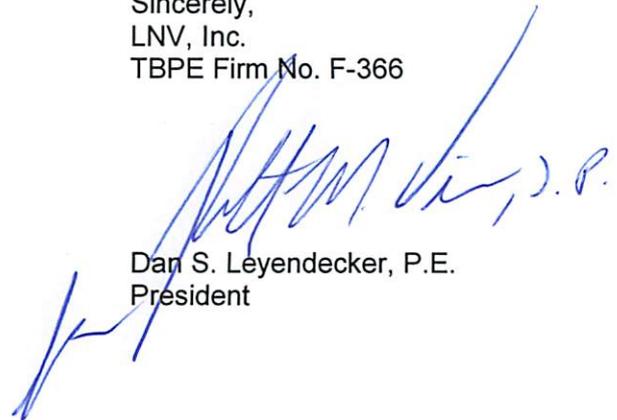
\$0 to \$30,000
 \$30,000 to \$100,000
 \$100,000 to \$150,000
 \$150,000 to \$250,000
 \$250,000 to \$350,000
 Over \$350,000

A/E Fee

\$3,750 (Flat Rate)
 10.0%
 6.25%
 5.5%
 5.0%
 4.75%

All other terms and conditions of the March 26, 2013 contract and amendments between the City and Consultant will remain in full force and effect.

Sincerely,
 LNV, Inc.
 TBPE Firm No. F-366


 Dan S. Leyendecker, P.E.
 President

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: LNV Engineering

P. O. BOX: _____

STREET ADDRESS: 801 Navigation, Suite 300 CITY: Corpus Christi ZIP: 78408

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: ^{for} Dan S. Leyendecker, P. E. Title: President
(Type or Print)

Signature of Certifying Person:



Date: 2/20/15

DEFINITIONS

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