

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

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 (Director of Capital Programs) and LNV, Inc., a corporation, 801 Navigation, Suite 300, Corpus Christi, Nueces, Texas, 78408, (Architect/Engineer – A/E), hereby agree as follows:

1. SCOPE OF PROJECT

City of Corpus Christi Utilities Department Staff Augmentation Consultant Services (Project No. E15092) – Continue assisting the Utility and Public Works Departments as staff augmentation with projects, program management, and land development technical services, as necessary to meet operational requirements on behalf of the City of Corpus Christi.

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform professional engineering review services. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) as described in **Exhibit "A"**, to complete the Project.

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 Director of Capital Programs. 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 Director of Capital Programs. The anticipated schedule of the preliminary phase, design phase, bid phase, and construction phase is shown on **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 Director of Capital Programs.

The Director of Capital Programs 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

The A/E agrees to indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees as more fully set forth in **Exhibit "B"**. If applicable, the A/E will submit to the City Engineer a certificate of insurance, with the City named as additionally insured, showing the minimum coverage set forth in Exhibit "B" by an insurance company acceptable to the City.

5. FEE

The City will pay the A/E a fee, as described in Exhibit "A", for providing services authorized, a total fee not to exceed \$215,000.00 (in Numbers), Two Hundred Fifteen Thousand Dollars and No Cents (in Words), for a total restated fee not to exceed \$265,000.00 (in Numbers), Two Hundred Sixty Five Thousand Dollars and No Cents (in Words). Monthly invoices will be submitted in accordance with 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 Director of Capital Programs. 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

LNV, INC.

J. H. Edmonds, P. E., Date
Director of Capital Programs

[Signature] _____ *4/27/15*
Dan S. Leyendecker, P.E., Date
President
801 Navigation, Suite 300
Corpus Christi, Texas 78408
(361) 883-1984 Office
(361) 883-1986 Fax

RECOMMENDED

Gustavo Gonzalez, P.E. Date
Assistant City Manager
of Public Works and Utilities

Mark Van Vleck, P.E. Date
Executive Director of Utilities

Valerie H. Gray, P.E. Date
Executive Director of Public Works

APPROVED

Office of Management Date
and Budget

ATTEST

Rebecca Huerta, City Secretary

**City of Corpus Christi Utilities Department Staff Augmentation Consultant Services
(Project No. E15092)**

Fund Name	Accounting Unit	Account	Activity	Account Category	Amount
Water Department Operating	4010-30000-041	530000	E15092014010EXP	30000	\$65,000.00
Water Department Operating	4010-30220-072	530000	E15092014010EXP	30000	\$15,000.00
Water Department Operating	4010-30230-072	530000	E15092014010EXP	30000	\$25,000.00
Water Department Operating	4010-30283-072	530000	E15092014010EXP	30000	\$10,000.00
Water Department Operating	4010-31510-041	520130	E15092014010EXP	20130	\$50,000.00
Water Department Operating	4010-31520-041	520140	E15092014010EXP	20140	\$50,000.00
Total					\$215,000.00

Encumbrance No. _____



engineers | architects | contractors

Solutions Today with a
Vision for Tomorrow

March 3, 2015

Ms. Valerie Gray, P.E.
Executive Director of Public Works
City of Corpus Christi
1201 Leopard Street
Corpus Christi, Texas 78401

**Ref: CITY OF CORPUS CHRISTI UTILITIES DEPARTMENT STAFF AUGMENTATION
CONSULTANT SERVICES
Project No. E15092 – Amendment No. 1**

Dear Ms. Gray:

Please accept this proposal for Amendment No. 1 in the amount of \$215,000 for a total contract value of \$265,000. The preliminary phase of this contract provided Bill Green, dba William J. Green, P.E. through an exclusive use consultant contract with LNV Engineering, Inc. to the Utility and Public Works Departments as staff augmentation with project, program management and land development technical services, as necessary to meet operational requirements on behalf of the City of Corpus Christi.

Amendment No. 1 provides for a continuance of Bill's professional engineering consultant services at a standard rate of \$100.00 per hour and standard travel and per diem expenses, at cost. Provision is made to adjust the hourly rate in January 2016 based upon the Consumer Price Index. We will advise you in writing of this adjustment in advanced of a revised hourly billing rate.

We further agree that Bill can continue to work up to a full time basis (40 hours/week) on City directed assignment for the next year (12 months). We anticipate that Bill will continue to receive a variety of assignments directly assisting the Utilities and Public Works Departments. Monthly invoices will be only for those hours authorized and rendered.

If my proposal of services is acceptable to you, please include this letter as Exhibit A to Amendment No. 1 for a large A/E Contract. We are prepared to review this proposal with you should you have any questions.

Sincerely,

Dan S. Leyendecker, P.E.
President

Cc: Mr. Mark Van Vleck, P.E. – Executive Director of Utilities

EXHIBIT "A"
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Exhibit "B"
Mandatory Requirements

INDEMNIFICATION

Consultant shall fully indemnify, hold harmless, and defend the City of Corpus Christi and its officials, officers, agents, employees, volunteers, directors and representatives ("Indemnitee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and defense costs, caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Consultant or its agent, consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This Indemnification does not apply to any liability resulting from the negligent acts or omissions of the City of Corpus Christi or its employees, to the extent of such negligence.

Consultant must, at City's option, defend Indemnitee and with counsel satisfactory to the City Attorney.

Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

COMPLETE PROJECT NAME
 Project No. XXXX
 Invoice No. 12345
 Invoice Date:

	Contract	Amd No. 1	Amd No. 2	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%



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: LNV Engineering

P. O. BOX: _____

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

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: ^{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.