



**Service Agreement No. 1809  
CITY OF CORPUS CHRISTI  
AMENDMENT NO. 1 to the  
CONTRACT FOR PROFESSIONAL SERVICES**

The City of Corpus Christi, Texas, hereinafter called "CITY," and **HDR ENGINEERING, INC.** hereinafter called "CONSULTANT," agree to the following amendment to the Contract for Professional Services for Mary Rhodes Pipeline Phase 1 System Improvements, (Project E13037), as authorized and amended by:

Original Contract	July 10, 2018	Administrative Approval	\$47,560.00
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**IN THE ORIGINAL CONTRACT, EXHIBIT A, SCOPE OF SERVICES,** shall be modified as shown in the attached Exhibit A.

**IN THE ORIGINAL CONTRACT, COMPENSATION** shall be modified as shown in the attached Exhibit A for an additional fee not to exceed **\$831,000.00** for a total revised fee not to exceed **\$878,560.00**.

All other terms and conditions of the July 10, 2018 contract 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**

**HDR ENGINEERING, INC.**

\_\_\_\_\_  
Jeff Edmonds, P.E. Date  
Director of Engineering Services

DocuSigned by:  
*Tony Dark* 11/22/2021  
\_\_\_\_\_  
Tony Dark, P.E. Date  
Office Principal  
555 N. Carancahua, Suite 1600  
Corpus Christi, Texas 78401-0849  
(361) 696-3357  
tony.dark@hdrinc.com

**APPROVED AS TO FORM**

DocuSigned by:  
*Janet Whitehead* 11/23/2021  
\_\_\_\_\_  
Legal Department Date

\_\_\_\_\_  
Authorized By

**ATTEST**

Council \_\_\_\_\_

\_\_\_\_\_  
City Secretary Date

**Mary Rhodes Pipeline Phase 1 System Improvements (Project No. E13037)**  
**Design, Bidding and Construction Administration - Scope of Work**

**Background and Scope Description**

HDR performed a condition assessment of the existing Mary Rhodes raw water delivery system booster pump stations and made recommendations for upgrading those facilities. Some of the recommended capacity and condition related improvements from the condition assessment study are the basis for the scope of this project. The following descriptions represent the design and construction elements at each pump station.

Bloomington Booster Pump Station Improvements

Design of the proposed improvements at this pump station will include the following evaluations and construction scope elements:

- Add one additional pump with a new variable frequency drive (VFD).
- Replace the existing VFD with a new VFD, including a spare PowerCell for the new VFD configuration, and circuit boards.
- Add backup generator power sufficient to operate up to four (4) pumps, controls and HVAC and electrical loads for a period of 72 hours.
- Evaluate up to 2 alternatives for upgrading the pump control valve actuators and replace the valve actuators with the final alternative selected by the City.
- Evaluate the capacity of the existing HVAC system to cool the electrical room with the revised heat loads from the new equipment and modify or replace as necessary.
- Repair the differential settlement that has occurred adjacent to the ground storage tank.
- Replace the existing flow meter with a magnetic flow meter and to a relocate meter vault with sufficient straight pipe runs to meet the meter manufacturer's requirements.
- Install dewatering sump pumps in vaults and route discharge piping to a location that does not result in local ponding.

Woodsboro Booster Pump Station Improvements

Design of the proposed improvements at this pump station will include the following evaluations and construction scope elements:

- Add one additional pump with a new VFD.
- Replace the existing VFD with a new VFD, including a spare PowerCell if needed for the new VFD configuration, and circuit boards.
- Add backup generator power sufficient to operate up to four (4) pumps, controls and HVAC electrical loads at the pump station for a period of 72 hours.

- Evaluate alternatives for upgrading the pump control valve actuators and replace the valve actuators with the final alternative selected by the City.
- Evaluate the capacity of the existing HVAC system to cool the electrical room with the revised heat loads from the new equipment and modify or replace as necessary.
- Replace the existing flow meter with a magnetic flow meter and relocate meter vault to a location where it will be more accurate. For an accurate installation location that provides sufficient straight pipe runs to meet the meter manufacturer's requirements, the meter vault siting may require acquisition of additional easement by the City outside of the current pump station site.
- Install dewatering sump pumps in vaults and route discharge piping to a location that does not result in local ponding.

## **SCOPE OF SERVICES**

### **TASK 1 Final Design**

#### **TASK 1.1 Project Management**

The purpose of this task is to provide project management for the on-going work such as scheduling, budget reviews and invoicing associated with the project. The project management task includes a Project Kickoff Meeting and development of project controls and documentation for task implementation, safety, QA/QC, accounting and other administrative tasks. HDR's Project Approach and Resource Review will be administered under this task.

#### **TASK 1.2 Survey Coordination**

HDR will coordinate with the City's on-call surveyor to collect site data and provide control points, topographic data, visible utility locations and other necessary surveying services for the project. The City will contract directly with the surveyor.

An electronic file in AutoCAD electronic format with descriptions for each control point and other required survey information shall be provided to HDR by the City's on-call surveyor at no cost to HDR.

HDR will provide coordination for sizing additional easement at the Woodsboro site for the flow meter installation. The City's on-call surveyor will provide the legal description to the City for negotiation of the easement.

#### **TASK 1.3 Geotechnical Data Collection**

HDR will engage the services of a geotechnical laboratory to drill four (4) exploratory borings to a depth of approximately 25 feet at the location of the proposed meter vaults and generator pads (two at each site) and perform soils testing lab analysis.

The soils data will be compiled into a geotechnical data letter report. HDR will incorporate the geotechnical design criteria into the project structural design and waterlines backfill/bedding design.

#### **TASK 1.4 Detailed Design**

HDR will perform the detailed design of the project elements listed above under this task. HDR will develop drawings and specifications, which will indicate the scope, extent, and character of the work to be performed and furnished by a Contractor. Draft design documents will be submitted for City review and comment as listed below.

1. 30% – draft construction plans, a table of contents of technical specs, and an opinion of probable construction cost (OPCC)
2. 60% – draft construction plans and draft technical specs, OPCC
3. 100% pre-bidding – final construction plans and specifications, OPCC

HDR will advise the City at each deliverable phase of any adjustments to the OPCC known to the HDR. The OPCC for the deliverables shall be Class 3 at 30%, Class 2 at 60% and Class 1 at 100%, in accordance with AACE 18R. HDR's Opinions of Probable Construction Cost are to be made on the basis of HDR's experience, qualifications, and general familiarity with the construction industry. However, because HDR has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, HDR cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by HDR.

HDR will conduct a workshop with City staff to review the draft documents after each deliverable. HDR will revise the contract documents in accordance with comments and instructions from the City, as appropriate, and submit final copies of the bidding documents for distribution by the City.

#### **TASK 2 Bidding Assistance**

HDR will assist the City in obtaining bids or proposals for the work by providing the following services:

- Attending a Pre-Bid meeting to be conducted by the City, to explain the project and answer contractor questions.
- Review questions submitted from bidders concerning the bid documents and prepare up to 2 revisions to the plans, specifications and bid forms to be issued by addendum.
- Assist with the review of the Contractor's Statement of Experience.
- Provide two (2) hard copy sets and one (1) electronic set (PDF) of conformed Contract Documents to the City.

The City staff will:

- Advertise the Project for bidding, maintain the list of prospective bidders, conduct the Prebid conference, issue any addenda as prepared by HDR, conduct the bid opening and prepare the bid tabulation.
- Coordinate the review of the bids HDR.
- Prepare agenda materials for the City Council concerning bid awards.
- Prepare, review and provide copies of the Contract for execution between the City and the Contractor.
- The City will be responsible for final contractor selection.

### **TASK 3 Construction Administration**

Construction administration services for this project will include following elements:

- Conduct monthly project coordination meetings (12 total) with the City and the Contractor. Perform site visits at each meeting to observe progress and general conformance of construction with Contract Documents. HDR anticipates that project coordination meetings and site visits will occur on the same day.
- Review and approve or take appropriate action upon the shop drawings, samples, and other submittals furnished by the Contractor (up to 30 total).
- Review laboratory, shop and factory performance tests of material and equipment for general conformance with Contract Document requirements.
- Review and approve or take appropriate action upon O&M Manuals submitted by the Contractor (up to 12 total).
- Respond to requests for information, provide design clarifications and recommendations, and resolve field issues related to the construction.
- Evaluate Contractor change and cost proposals and substitutions and recommend approval or disapproval of the Contractor's proposal or substitution.
- Prepare supporting data and provide other services (including revisions to Construction Documents) in connection with change orders.
- Review contractors monthly pay estimates (12 total), after review and approval by the on-site inspector, and make recommendations to the City concerning the progress of payments to the Contractor.
- Conduct substantial completion walk through and prepare punch list for final completion.
- Conduct final completion walk through and recommend or take appropriate action regarding final acceptance of the work and dates of substantial and final completion.
- Review red-line as-recorded drawings submitted by the Contractor. Incorporate red-lines into contract documents to prepare as-recorded drawings and provide to the City.
- Provide two (2) full-size hard copy sets and one (1) electronic set (PDF) of as-recorded drawings to the City.

### **TASK 4 - ADDITIONAL SERVICES**

#### **TASK 4.1 Additional Construction Observation**

HDR will provide additional site visits for construction observation, as requested by the City. This task provides an allowance for up to 12 additional site visits by the appropriate discipline leads during construction beyond the visits included in Task 3 above.

## Items Not Included in this Scope

The following services are not included in this scope:

- Design services for improvements at the Lake Texana Intake Pump Station
- Additional ground storage at either booster pump station site.
- Services of a resident project representative (RPR) at the project site to provide observation of Contractor's work.
- Construction materials testing (i.e. concrete testing).
- Real estate services, including survey, for acquisition of any additional easements.
- Environmental evaluations, including endangered species, waters of the United States, and cultural resources.

## ANTICIPATED PROJECT SCHEDULE

Timeframe for completion of the Final Design Phase shall be 270 days from receipt of a written notice to proceed. HDR anticipates advertising, bid and award will take approximately 90 days and construction will take approximately 360 days to complete.

## COMPENSATION

City shall pay HDR for the services described in the scope above on the payment basis in the amounts as shown as follows.

### Estimated Fee and Basis for Compensation

Final Design – Lump Sum	\$609,200
Bidding Assistance – Lump Sum	\$19,100
Construction Administration – Time & Materials	\$170,800
<b>Total for Basic Services =</b>	<b>\$799,100</b>
Additional Services – Time & Materials	\$31,900
<b>Total Professional Services =</b>	<b>\$831,000</b>

The Lump Sum includes compensation for HDR's services and services of HDR's subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses. The portion of the Lump Sum amount billed for HDR's services will be based upon HDR's estimate of the percentage of the total services actually completed during the billing period.

**Mary Rhodes Pipeline Phase 1 System Improvements**  
**CITY PROJECT NO. E13037**  
**SUMMARY OF FEES**  
8/4/2021

	<b>Original Contract</b>	<b>Amendment No. 1</b>	<b>Total Contract</b>
<b>Basic Services:</b>			
Preliminary Phase	\$47,560.00		\$47,560.00
Design Phase		\$609,200.00	\$609,200.00
Bid Phase		\$19,100.00	\$19,100.00
Construction Admin Phase (T&M)		\$170,800.00	\$170,800.00
<b>Subtotal Basic Services</b>	<b>\$47,560.00</b>	<b>\$799,100.00</b>	<b>\$846,660.00</b>
<b>Additional Services:</b>			
Permit Preparation			\$0.00
Topographic Survey (T&M)			\$0.00
Geotechnical Investigation (T&M)			\$0.00
Environmental Issues			\$0.00
Public Meetings			\$0.00
Construction Observation (T&M)		\$31,900.00	\$31,900.00
Traffic Control			\$0.00
Signalization Improvements			\$0.00
Warranty Phase			\$0.00
Construction Inspection (T&M)			\$0.00
Platting Survey			\$0.00
O & M Manuals			\$0.00
SCADA			\$0.00
<b>Subtotal Additional Services</b>	<b>\$0.00</b>	<b>\$31,900.00</b>	<b>\$31,900.00</b>
<b>Summary of Fees:</b>			
Basic Services Fees	\$47,560.00	\$799,100.00	\$846,660.00
Additional Services Fees	\$0.00	\$31,900.00	\$31,900.00
<b>Total Authorized Fees</b>	<b>\$47,560.00</b>	<b>\$831,000.00</b>	<b>\$878,560.00</b>



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:** HDR Engineering, Inc.

**P. O. BOX:** \_\_\_\_\_

**STREET ADDRESS:** 555 N. Carancahua St, Ste 1600 **CITY:** Corpus Christi **ZIP:** 78401-0849

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:** David Weston **Title:** Area Manager  
(Type or Print)

**Signature of Certifying Person:**  **Date:** 09/14/2021

**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.