

**CITY OF CORPUS CHRISTI
AMENDMENT NO. 2
CONTRACT FOR PROFESSIONAL SERVICES**

The City of Corpus Christi, Texas, a Texas home-rule municipal corporation ("City") and **Urban Engineering** ("Consultant"), agree to the following amendments to the Contract for Professional Services for **Citywide Collection System Replacement and Rehabilitation Indefinite Delivery/Indefinite Quantity (IDIQ) Program (Project No. E12161/E14015)**:

Original Agreement	March 19, 2013	Motion No. M2013-047	\$120,880.00
Amendment No. 1	March 31, 2015	Motion No. M2015-030	\$120,880.00

In the Original Contract, Exhibit "A", Section I. **Scope of Services** shall be amended as set forth in the attached Amendment No. 2, Exhibit "A".

In the Original Contract, Exhibit "A", Section III. shall be amended based on the modified scope of services in the attached Amendment No. 2, Exhibit "A" for a fee not to exceed **\$120,880.00**, for a total restated fee not to exceed **\$362,640.00**.

All other terms and conditions of the March 19, 2013 Contract for Professional Services 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

J.H. Edmonds, P.E. Date
Director of Engineering Services

RECOMMENDED

Operating Department Date

APPROVED AS TO LEGAL FORM

Assistant City Attorney Date

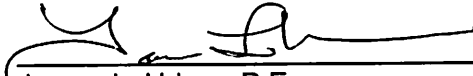
APPROVED

Office of Management and Budget Date

ATTEST

City Secretary

URBAN ENGINEERING



James L. Urban, P.E. Date 11/02/15
Principal
2725 Swantner Drive
Corpus Christi, TX 78404
(361) 854-3101 Office
(361) 854-6001 Fax

Project Number <u>E12161/E14015</u>
Accounting Unit <u>4254-042</u>
Account <u>550950</u>
Activity <u>E14015014254EXP</u>
Account Category <u>50950</u>
Fund Name <u>Wastewater 2015</u>

EXHIBIT "A"
CITY OF CORPUS CHRISTI, TEXAS

City-Wide Collection System Replacement & Rehabilitation ID/IQ Procurement
City Project No. E12161/E14015

Delivery orders will be prepared by one of three (3) AE's as follows:

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	

I. SCOPE OF SERVICES

A. Basic Services. (N/A)

- 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.~~

The City staff will:

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

B. 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 Executive Director of Public Works. Fees for Additional Services are an allowance for potential services to be provided and will be **negotiated** by Executive Director of Public Works as required. The A/E will, with written authorization by Executive Director of Public Works, do the following:

1. **Topographic Survey.** A/E will provide field surveys, as required for design including the necessary control points (**up to 1 site**), coordinates and elevations of points (as required for the aerial mapping of the Project area - aerial photography to be provided by City). Establish base survey controls for line and elevation staking (not detailed setting of lines and grades for specific structures or facilities). All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 6, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. ~~Include reference to a minimum of two (2) found boundary monuments from the project area. A/E will submit individual parcel descriptions and survey plats to the City along with all title reports obtained in Section 2. A strip map showing all parcels required will be submitted along with parcel descriptions. The A/E will field mark and delineate all new right-of-way lines upon request of the City's Land Acquisition Division.~~

2. **Warranty Phase.** Provide a maintenance guaranty inspection toward the end of two (2) one-year periods after acceptance of the Project. Note defects requiring contractor action to maintain, repair, fix, restore, patch, or replace improvement under the maintenance guaranty terms of the contract. Document the condition and prepare a report for the City staff of the locations and conditions requiring action, with its recommendation for the method or action to best correct defective conditions and submit to City Staff. Complete the inspection and prepare the report no later than sixty (60) days prior to the end of the maintenance guaranty period.
- Provide the services above authorized in addition to those items shown on Exhibit “A-1” Task List, which provides supplemental description to Exhibit “A.” *Note: The Exhibit “A-1” Task List does not supersede Exhibit “A.”*

2. SCHEDULE

Date	Activity
October 2016	Completion of Construction Phase
October 2017	Completion of Warranty Phase

3. 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 Executive Director of Public Works 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 Executive Director of Public Works.**

Fees are 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.

Summary of Fees

Basic Services Fees				
	Original Contract	Amendment No.1	Amendment No.2	Total
1. Preliminary Phase	N/A	N/A	N/A	N/A
2. Design Phase	N/A	N/A	N/A	N/A
3. Bid Phase	N/A	N/A	N/A	N/A
4. Construction Phase (Allowance)	\$112,500 ¹	\$112,500 ¹	\$112,500 ¹	\$337,500
Subtotal Basic Services Fees	\$112,500¹	\$112,500¹	\$112,500¹	\$337,500
Additional Services Fees (Allowance)				
1. Topographic Survey	\$3,080	\$3,080	\$3,080	\$9,240
2. Warranty Phase	\$5,300	\$5,300	\$5,300	\$15,900
Sub-Total Additional Services Fees	\$8,380	\$8,380	\$8,380	\$25,140
Total Authorized Fee	\$120,880	\$120,880	\$120,880	\$362,640

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

<u>Construction Cost of Delivery Order</u>	<u>A/E Fee</u>
\$0 to \$30,000	\$3,750 (Flat Rate)
\$30,000 to \$100,000	10.0%
\$100,000 to \$150,000	6.25%
\$150,000 to \$250,000	5.5%
\$250,000 to \$350,000	5.0%
Over \$350,000	4.75%

If the average value for a delivery order is \$150,000 then the total basic services fee would be as follows:

$$\begin{aligned}
 &\$5,500,000/3 = \$1,833,333 \text{ (available for each consultant)} \\
 &\# \text{ Delivery orders} = \$1,833,333/\$150,000 = 12 \\
 &\text{Fee} = 12 \text{ orders} \times \$150,000 \times 6.25\% = \underline{\underline{\$112,500}}
 \end{aligned}$$



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: _____

STREET ADDRESS: 2725 Swantner Drive 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 NA Job Title and City Department (if known)

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 NA Title

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 NA Board, Commission or Committee

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 NA Consultant


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: James L. Urban, P.E. Title: Principal
(Type or Print)

Signature of Certifying Person:  Date: 1/20/15

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.