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

The City of Corpus Christi, Texas, a Texas home-rule municipal corporation ("City") and <u>Hanson Professional Inc.</u> ("Consultant"), agree to the following amendments to the Contract for Professional Services for <u>Residential Street Rebuild Program (Project No. E17019)</u>:

Rebuild Program (Project	(NO. E17019):				
Original Contract	June 8, 2017	Administrative Approval	\$49,660		
In the Original Contract, Ex No. 1, Exhibit "A".	hibit "A", Scope of Services	shall be amended as set forth in the	attached Amendment		
In the Original Contract, Fees shall be amended as set forth in the attached Amendment No. 1, Exhibit "A" for a fee not to exceed \$552,667 , for a total restated fee not to exceed \$602,327 .					
		Contract for Professional Services be hich are not specifically addressed he			
CITY OF CORPUS CHRIST	п	HANSON PROFESSIONAL IN	c .		
Jeff H. Edmonds, P.E.	Date	Grant A. Jackson, P.E.	08/21/2017 Date		
Director of Engineering Ser		Vice President 4501 Gollihar Road Corpus Christi, TX 78411 361-814-9900 Office	Date		
APPROVED AS TO LEGAL	LFORM	gjackson@hanson-inc.com			
Assistant City Attorney	Date				
ATTEST					
Rebecca Huerta City Secretary	Date				



August 15, 2017

Mr. J.H. Edmonds, P.E. Director of Engineering Services P.O. Box 9277 Corpus Christi, Texas 78469-9277

Re:

Amendment 1 - Residential Street Rebuild Project (RSRP)

City Project No. E17019

NEI/Hanson Project No.17L0066

Dear Mr. Edmonds:

Please accept this letter as our formal proposal for our Contract Amendment No. 1 on the above referenced project. The original agreement, processed as a small Architect/Engineer (A/E) agreement, was issued to complete the Street Rebuild Prioritization and will result in development of a final list of street segments to be evaluated for construction as part of the RSRP program. The work anticipated under this contract amendment consists of the development of the necessary Indefinite Delivery/Indefinite Quantity (IDIQ) construction delivery orders to execute the improvements to the identified street segments under the RSRP.

Project Description:

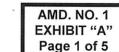
This project sets up the initial year of construction for the RSRP. Funding for the project was approved by the voters as part of the Bond 2016 election. The construction budget for the initial year is set at \$8,100,000.00.

Scope of Services:

Design Phase (Indefinite Delivery/Indefinite Quantity [ID/IQ] contracts)

- 1. Project Meetings with City staff will be held at key milestones. The initial meeting will be to discuss the formatting required for the ID/IQ Plans and Specifications. Follow up meetings will be conducted to review the 60% submittals and the final plan submittal.
- 2. It is anticipated that Geotechnical Technical Testing will be completed on each of the selected street segments. The Consultant will visit each segment with a representative of the geotechnical firm, to select the optimal location for the bore(s).
- 3. Prepare a set of plans and specifications that will be utilized by the City for bidding in order to issue two (2) ID/IQ contracts. The ID/IQ bid set will incorporate two (2) of the five (5) delivery orders (described under the Construction Phase) and will include cross sections and details to use as the basis for unit pricing by the ID/IQ construction contractors for all items that are anticipated for the roadway rebuild program.
- 4. A 60% submittal of the plans and specifications will be provided for review/comment by the City. A final sealed submittal will be provided for bidding. Minor comments on the sealed set will be

TBAE Firm 13553 ■ TBPE Firm 417 ■ TBPG Firm 50017 ■ TBPLS Firm 100395-00



addressed if required.

Bidding Phase

Assist with the Bidding process, consisting of attending pre-bid meetings, bid openings, addressing questions and issuing addenda and recommending award. Provide documents required for CivCast.

Construction Phase - Delivery Order Preparation

It is anticipated that two ID/IQ contracts will be issued by the City. One ID/IQ contract will cover City Council Districts 1 and 2. The second will cover City Council Districts 3, 4, and 5. A total of five (5) Delivery Orders (Dos) will be issued to include one per City Council District. The A/E will perform contract administration to include the following:

 Attend one (1) pre-construction meeting for each DO with the City and each of the ID/IQ contractors to discuss the process of implementing the program.

2. The total construction budget for the program is \$8,100,000. The distribution of funds by percent of need per District will be based on the following:

District 1	23.6% of Need
District 2	23.6% of Need
District 3	17.5% of Need
District 4	20.2% of Need
District 5	14.9% of Need

- Perform limited site visits, consisting of visual field observations, to confirm areas identified for improvements based on the previous condition assessments and prioritization. Including assessment of roadways, concrete structure or items contained in the unit bid price contracts.
- 4. Identify and coordinate efforts with other local authorities having jurisdiction or that may be impacted by the construction process, consisting of the Regional Transportation Authority, identified School Districts and public medical facilities providing emergency services.
- 5. Review the geotechnical investigations for the identified street segments. The geotechnical investigation will be completed by a third party hired directly by the City.
- 6. Prepare draft DOs for issuance to the Contractors. Two (2) of the five (5) DOs will be issued in a draft format as part of the ID/IQ bid documents. During the Construction Phase an updated set of DOs will be finalized and issued for the construction process. Each of the DOs will include:
 - a. Reference to the requirements outlined in the ID/IQ contract.
 - A short narrative outlining the level of effort expected to be completed on each street segment.
 - c. Cover sheet and Vicinity/Site Map.
 - d. Quantity/Cost Sheets shown in a table format outlining the estimated quantities, unit pricing and total estimated cost per street segment.
 - e. Plan sheets (11"x17") for each of the street segments will include the limits of construction, areas of pavement rehabilitation, limits of areas outside the pavement section to be constructed, boring locations and descriptions for any items required that are included in the unit pricing. Typical cross sections for rehabilitation of the street segment will be provided.
 - f. Each Delivery Order is based on having 14 plans sheets with an average of 500 LF of street per plan sheet.





- g. An option to prepare 10 additional plan sheets is included in the scope of work. The City's Project Manager will authorize the sheets if deemed necessary.
- h. Additional information that may assist the contractor to understand the scope of work to be completed.
- 7. Submit the draft delivery orders to the designated City staff and make field visits with staff and contractor to fully review the proposed scope, costs and other ancillary items.
- 8. Update the draft delivery orders based on City and Contractor feedback. Submit the final deliver orders for approval.
- 9. Conduct one (1) meeting for each DO with the Contractor and City staff to review the final delivery orders and ensure coordination prior to commencing the construction.
- 10. Issue the final approved delivery orders to the contractor for construction.
- 11. Review field and laboratory tests furnished by the City and/or the contractor.
- 12. Respond to Requests for Information (RFIs) that arise during the construction process.
- 13. Provide limited construction phase services for DOs which include bi-weekly meetings per each of the two (2) ID/IQ contracts. Each active DO will be visited bi-weekly (2 per month) throughout the duration of the DO. One visit will include a project meeting along with site visit and reporting (6 hours max per visit). The second visit will be to the sites only including reporting (4.5 hours max per visit).
- 14. Prepare change orders as authorized by the City (coordinate with the City's construction division).
- 15. Conduct, along with City Staff, a pre-final and a final inspection of the completed construction on each street segment, and provide the City with a Certificate of Completion for the Delivery Order
- 16. Prepare record drawings of construction for each Delivery Order as completed.

Special Services

- A. Permitting. Prepare and submit identified permits to the following authorities:
 - Texas Department of Licensing and Regulation (TDLR) for accessibility review by an independent Registered Accessibility Specialist (RAS). It is expected that each of the DO's will be registered as a separate project. Fees include the Registration Fee (\$175), the Plan Review Fee (\$315) and the inspection fee (\$375).
- B. Topographic Surveying. A basic topographic survey will be completed on each of the street segments. Cross sections will be at 100' intervals and will include horizontal and vertical locations for the limits of sidewalk, if present, curb and gutter (C&G), storm drainage components, and the centerline of the roadway. In addition any storm drainage or sanitary sewer manholes and water or gas valves that fall within the pavement will be identified and located. Items which impact accessibility or are required for utility adjustments will also be included in the topographic survey. All other items that do not affect the intent of the improvements (power poles, hydrants, etc.) will not be surveyed but will be displayed as part of the aerial photography provided as a background.
- C. Asphalt Maintenance Report. Prepare a report that addresses asphalt pavement maintenance and new design options. Includes a review of common or existing methods and new technologies available to extend the life of rehabilitated pavements and new pavements. Contact contractors, local transportation agencies, suppliers and other publicly available resources to develop a short report which addresses the methods available. The anticipated





costs and life cycle analysis for the varying systems will be addressed.

D. Public Outreach. It is anticipated that public outreach will be a very important component of implementing this program. In support of the City staff, the consultant will retain a subconsultant (Olivarri & Associates) to conduct specific public outreach associated with the work (See Exhibit A). The outreach scope consists of one (1) public meeting per City District to initiate the construction process. Thereafter the consultant (Olivarri & Associates) will assist the City with up to 80 hours of follow-up to address items which may be specific to each District or street segment. The Hanson employee time will include the preparation of exhibits required for public meetings, attendance at the public meetings and addressing any resident concerns during construction. The City's Project Manager will authorize public outreach items as deemed necessary.

Warranty Phase

The warranty phase is based on one 12-month warranty period by the contractor after acceptance of the street Delivery Order by the City. As part of the warranty phase, the A/E will perform the following tasks:

1. Prepare a list of all the street segments completed per Delivery Order, recommend acceptance of the sites and commencement of the warranty period.

2. Conduct a warranty inspection of all the street segments in the Delivery Order towards the end of the 12-month period and generate a warranty items punch list. During the inspection, the A/E will note defects that require action from the contractor to maintain, fix, restore, patch or replace in accordance with the construction contract requirements. The findings of the A/E inspection will be summarized in a report to be submitted to the City staff. The report will outline the deficiencies and provide a recommendation for correcting them.

Schedule:

It is expected that the final street candidate list will be approved by the City Council by the end of September, 2017. The design phase will commence immediately thereafter with a goal of advertising for bids in November, 2017. Construction Phase estimated to conclude in September, 2018. See detailed schedule attached as Exhibit B.

Fees:

B.

A. Basic Services

Permitting

Asphalt Maintenance Report

Design Phase (Two IDIQ & Two DO) Bidding Phase Delivery Orders and Construction Allowance to prepare additional 10 sheets (Authorization By the City PM is required)	\$113,718.00 \$ 9,488.00 \$284,538.00 \$ 41,228.00
Total Basic Services	\$448,972.00
Special Services Topographic Surveying Public Outreach (Authorization By the City PM is required)	\$38,000.00 \$28,520.00





\$ 6,385.00

\$16,280.00

Total Special Services

\$ 89,185.00

C. Warranty Phase

\$ 14,510.00

TOTAL CONTRACT AMOUNT

\$552,667.00

Once again we thank you for the opportunity to assist you with this project and we look forward to working with you, City Staff and the City Council. Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

HANSON PROFESSIONAL SERVICES, INC.

Grant A. Jackson, P.E.

Vice-President

I:/17L0066/Agreements/Amendment No. 1 Request (081517)





Exhibit A

Residential Streets – Strategic Assistance on Communications and Outreach

Olivarri & Associates, Inc. (OA), primarily Leah Olivarri, would be available to assist the city and the project team with communications and outreach. Given the intensity of activities associated with the residential streets planning and construction effort, especially given the workload associated with other capital projects and engineering activities, additional support for the Engineering and Capital Projects PIO (city's PIO) may be needed. OA would coordinate with the city's PIO and provide assistance as assigned. Below are examples of the type of services that may be required:

- 1. Assist with development of overall communications and outreach plan for residential streets;
- 2. Assist with logistics associated with public meetings, including owner data base review, set up of meetings, attendance at meetings, meeting summaries, or other tasks;
- 3. Assist with presentations and materials development including update information to report on progress of projects;
- 4. Assist with research or scrips for video segments;
- 5. Assist with image development for residential street effort:
- 6. Attendance at team or construction meetings providing reports to PIO as needed:
- 7. Develop media materials or notices;
- 8. Develop tracking system for inquiries by residents;
- 9. Assist with one-on-one responses/meetings with residents or other inquiries from residents;
- 10. Assist with review of traffic and street closure notices;
- 11. Assist with potential development of residential streets Facebook or other social media;
- 12. Development system to evaluate communication and outreach processes for future use and decision-making; and
- 13. Provide other assistance or back-up for the city's PIO as project evolves.
- 14. Serve as point of contact for residents and facilitate resolving questions/concerns by coordinating responses with appropriate City staff.

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:	Hanson Professional	Services, Inc.			
P. O. BOX:		<u>-</u>			
STREET ADDRESS:	4501 Gollihar Road		CITY:	Corpus Christi 2	ZIP: 78411
FIRM IS: 1. Cor 4. Ass	rporation X sociation	 Partnership Other 		3. Sole Owner	
If additional space is need 1. State the names of einterest" constituting:	DISCLOSURI cessary, please use the re each "employee" of the 3% or more of the owne	E QUESTIONS everse side of this e City of Corpurship in the above	s page ous Christee name	or attach separate sheet. sti having an "ownersh ed "firm."	ip
Name None	Department (if l	known)	Job	Title and Cit	ty
					<u></u>
2. State the names of eac constituting 3% or mo Name None	ch "official" of the City ore of the ownership in t	of Corpus Chris he above named	iti havin "firm." Title	,	t°
3. State the names of ea interest" constituting 3	ch "board member" of t 3% or more of the owne	the City of Corr rship in the above	ous Chr. ve name	isti having an "ownershi d "firm."	 ip
Name None	Committee		Boa	rd, Commission o	or
4. State the names of ea who worked on any interest" constituting a Name None	ach employee or officer matter related to the s 3% or more of the owner	subject of this	contract e name	t and has an "ownershi	ti ip

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:	Grant A. Jackson, P.E.	Title:	Vice-President	
	(Type or Print)		a valides	
Signature of Certifyi Person:	ng Stant Walko		Date: 08/21/2017	

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.
- 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.
- Legal or equitable interest, whether actually or constructively held, f. "Ownership Interest." 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."
- "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.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 2

	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING
1	of business. Hanson Professional Services Inc.	Certificate Number: 2017-252481 Date Filed:
2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Corpus Christi	08/22/2017 Date Acknowledged:

Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E17019

Professional Services for Residential Street Rebuild Program

City, State, Country (place of business)	Nature of interest (check applicable)		
	Controlling	Intermediary	
Ponte Verdra, FL United States	×		
Wheaton, IL United States	×		
Springfield, IL United States	х		
Springfield, IL United States	х		
Edwards, IL United States	х		
Springfield, IL United States	х		
Dawson, IL United States	х		
New Berlin, IL United States	х		
Jacksonville, FL United States	х		
Bloomington, IL United States	х		
	Wheaton, IL United States Springfield, IL United States Springfield, IL United States Edwards, IL United States Springfield, IL United States Dawson, IL United States New Berlin, IL United States Jacksonville, FL United States	Ponte Verdra, FL United States X Wheaton, IL United States X Springfield, IL United States X Springfield, IL United States X Edwards, IL United States X Springfield, IL United States X Springfield, IL United States X New Berlin, IL United States X Jacksonville, FL United States X	

CERTIFICATE OF INTERESTED PARTIES **FORM 1295** OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business 2017-252481 Hanson Professional Services Inc. Springfield, IL United States Date Filed: 08/22/2017 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Corpus Christi Date Acknowledged: Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. Professional Services for Residential Street Rebuild Program Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary 5 Check only if there is NO Interested Party. 6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. Signature of authorized agent of contracting business entity AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said Grant Alan day of ALLGUST , to certify which, witness my hand and seal of office. JOHN PENA JR Notary Public, State of Texas Expires AUGUST 24, 2019 I.D.# 130342379

Title of officer administering oath