

**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 **LNV, Inc.** ("Consultant"), agree to the following amendments to the Contract for Professional Services for **Airline Road from SPID to McArdle Road (Bond 2018, Prop B) (Project No. 18004A)**:

Original Contract	April 26, 2019	Administrative Approval	\$49,900.00
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In the Original Contract, Article I Scope of Services shall be amended as set forth in the attached Amendment No. 1, Exhibit "A" and Exhibit "A-1".

In the Original Contract, Article III Compensation shall be amended based on the modified scope of services in the attached Amendment No. 1, Exhibit "A" for a fee not to exceed **\$349,220**, for a total restated fee not to exceed **\$399,120**.

All other terms and conditions of the April 26, 2019 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**

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

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
Assistant City Attorney                      Date

**ATTEST**

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

**LNV, INC.**

  
\_\_\_\_\_  
Dan S. Leyendecker, P.E.                      Date  
President  
801 Navigation, Suite 200  
Corpus Christi, TX 78408  
(361) 883-1984  
danl@lnvinc.com

Airline Road from SPID to McArdle Road (Bond 2018, Prop B)  
Project No. 18004A

LNV, Inc.  
Amendment No. 1

	Accounting Unit	Account	Activity	Total
Street 2019 Bond 2018 P2	3557-051	550950	18004-A-3557-EXP	\$211,533
Storm Water 2015	4530-043	550950	18004-A-4530-EXP	67,164
Water 2015 CIP	4096-041	550950	18004-A-4096-EXP	70,523
Total				\$349,220

**EXHIBIT "A"**  
**CITY OF CORPUS CHRISTI, TEXAS**  
**AMENDMENT NO. 1**  
**AIRLINE ROAD – SPID to McArdle Road**  
**PROJECT NO. 18004A**  
**BOND ISSUE 2018**

**I. SCOPE OF SERVICES**

**A. BASIC SERVICES**

For the purpose of this Contract, Preliminary Phase may include Schematic Design and Design Phase services may include Design Development as applicable to Architectural/Engineering services.

**1. Preliminary Phase.**

The Architect/Engineer (A/E), also referred to as Consultant, will:

- a) Attend Project Kick-off Meeting and distribute meeting minutes to attendees within five working days of the meeting.
- b) Provide recommended geotechnical investigations scope and coordinate testing with City's geotechnical Consultant. Proposed sites shall be approved by the City Project Manager prior to performing geotechnical investigation.
- c) Request and review available reports, record drawings, utility maps and other information provided by the City pertaining to the project area.
- d) Develop preliminary requirements for utility relocations, replacements or upgrades. Coordinate with the City's Project Manager and identify Operating Departments potential Project needs.
- e) Develop preliminary typical street sections and pavement sections, incorporating the City's Geotechnical Consultant's recommendations. All streets shall be designed with flexible and rigid pavements.
- f) Identify preliminary right-of-way acquisition requirements and illustrate on a schematic strip map.
- g) Prepare preliminary opinions of probable construction costs for the recommended improvements.
- h) Develop a Drainage Area Map showing the existing and proposed drainage basins served by the Project storm system.
- i) Conduct preliminary hydraulic analysis to quantify the storm water design of existing and proposed systems.
- j) Identify electric and communication utility companies and private pipeline companies that may have existing facilities and must be relocated to accommodate the proposed improvements. Submit a list of identified companies to the City.
- k) ~~Conduct preliminary analysis of lighting and traffic signalization, including existing equipment, above/below ground electrical service, lane designations, etc. Coordinate signal requirements with City Street Department. Provide recommendations for improvements/upgrades.~~
- l) The AE will participate in discussions with the Operating Department; Development Services and other agencies (such as the Texas Department of Transportation (TXDOT) and Texas Commission of Environmental Quality (TCEQ) as required to satisfactorily complete the Project. Any directions or changes to scope provided by the Operating Department or other agencies shall be reviewed

with the City Engineering Department PM prior to including/excluding from the scope of work.

- m) Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; upon request or concurrence of the Project Manager, coordinate with agencies such as RTA, USPS, affected school districts (CCISD, FBISD, etc.), community groups, etc.
- n) Identify and recommend public outreach and community stakeholder requirements.
- o) ~~Request and review traffic counts from the City PM.~~
- p) Prepare an Engineering Letter Report (20 – 25 page main-body text document with supporting appendices) that documents the analyses, approach, opinions of probable construction costs, and document the work with text, tables, schematic-level exhibits and computer models or other applicable supporting documents required per City Plan Preparation Standards (CPPS). The Engineering Letter Report to include:
  - 1. Provide a concise presentation of pertinent factors, sketches, designs, cross-sections, and parameters which will or may impact the design, including engineering design basis, preliminary layout sketches, construction sequencing, alignment, cross section, geotechnical testing report, sealed survey including topographic, right-of-way and utilities location information (per scope in Topographic and Right-of-Way (ROW) Survey services), right-of-way requirements, conformance to master plans, identification of needed additional services, identification of needed permits and environmental consideration, existing and proposed utilities, existing electric and communication utility companies and private pipeline companies, identification of quality and quantity of materials of construction, and other factors required for a professional design.
  - 2. Include existing site photos with location key map.
  - 3. Provide opinion of probable construction costs.
  - 4. Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; meet as City agent or with City participation and coordinate with agencies such as TCEQ, RTA, CDBG, USPS, CCISD, community groups, TDLR, etc.
  - 5. Summary of Geotechnical Report findings and criteria for pavement design, including the projected growth rate, 30-year ESAL estimate and SN value, 30-year pavement recommendation, etc.
    - a. Analyze proposed pavement options and provide recommendation for most cost-effective pavement section that accommodates traffic requirements, budget constraints, utility needs, etc.
  - 6. Provide preliminary index of anticipated drawings and specifications.
  - 7. Provide a preliminary summary table of anticipated required ROW parcels
- q) Submit one (1) copy in an approved electronic format, and two (2) hard copies of the Draft Engineering Letter Report.
- r) **Initiate** ELR submittal discussion with City PM to brief PM on any concerns or issues prior to distribution of ELR submittal.
- s) Participate in Project review meeting with City staff and others on the Draft Engineering Letter Report as scheduled by City Project Manager.

- t) Address review comments and questions and provide written responses to the City PM.
- u) Assimilate all City review comments into the **Final Engineering Letter Report (ELR)**. Provide one (1) electronic and one (1) hard copy using City Standards as applicable and suitable for reproduction.

City staff will provide electronic copies of the following information (as applicable and requested through the City PM):

- a) Electronic index and database of City's Record Drawing and record information.
- b) Record Drawings and record information as available from City Engineering files.
- b) The preliminary budget, specifying the funds available for construction.
- c) A copy of existing studies and plans (as available from City Engineering files).
- d) Copy of Geotechnical Investigation Report.
- g) Traffic counts.

Note: Applicable Master Plans and GIS mapping are available on the City's website. **The records provided for A/E's use under this Contract are proprietary, copyrighted, and authorized for use only by A/E, and only for the intended purpose of this project. Any unauthorized use or distribution of the records provided under this Contract is strictly prohibited.**

## 2. **Design Phase.**

Upon approval of the preliminary phase, designated by receiving authorization to proceed from the City Project Manager, the A/E will:

- a) Provide coordination with electric and communication utility companies and private pipeline companies that may have existing facilities and must be relocated to accommodate the proposed improvements. Inform private utility and pipeline owners whose facilities fall within the project limits of the proposed improvements. Identify areas of potential conflicts. Coordinate with private utility and pipeline owners to obtain needed locations of their respective utility/pipeline, including Level A SUE by private utility/pipeline owner as necessary. Coordinate necessary adjustments and provide a project schedule to utility/pipeline owner. Provide utility/pipeline relocation schedule to the City and update monthly.
- b) Coordinate with AEP and City Traffic Engineering to identify location of electrical power conduit for street lighting and traffic signalization.
- c) Identify the approximate locations and areas of existing utilities and pipelines that may have a significant potential impact on the proposed features or utilities and for which the existing location(s) cannot be adequately determined by the SUE investigation up to and including Level B, and which require a Level A exploratory excavation during the design phase. These critical locations and their basis of potential impact are to be clearly provided on a layout for the City PM.
- d) Provide assistance to identify potential needs for testing, handling and disposal of any hazardous materials and/or contaminated soils that may be discovered during construction (to be included under additional services).
- e) Prepare Construction Documents in City standard format for the work identified in the approved ELR. Construction plans to include improvements or modifications to the street, storm water, water, wastewater, gas, ~~IT, signal, and lighting systems~~ within the Project limits, per the Project scope. Include standard City of Corpus Christi detail sheets and specifications as applicable to the Project.

1. Prepare construction plans in compliance with CPPS using English units on full-size (22" x 34").
  2. Prepare temporary Traffic Control and Construction Sequencing Plans. ~~The TCP will include construction sequencing, typical cross section and construction phasing plan sheets, warning and barricades, as well as standards sheets for barricades, traffic control plan, work zone pavement markings and signage.~~  
~~---OR---~~  
 Provide temporary Traffic Control parameters, sequencing and performance requirements for the Contractors to develop the construction TCP.
  3. Provide pollution control measures and BMP layout for the Contractor's Storm Water Pollution Prevention Plan, using the City Standard Notes and BMP Detail Sheets as applicable.
  4. Include computer model results and calculations used to analyze drainage.
- f) Submit two (2) sets of the **interim plans** (60% submittal) in electronic and half-size (11" x 17") hard copies using City Standards as applicable to City staff for review and approval purposes with 60% estimates of probable construction costs. Identify distribution list for plans and bid documents to all affected franchise utilities and stakeholders.
1. **Required** with the interim plans is:
    - a. Design Submittal Packet Checklist
    - b. Executive Summary of the 60% submittal," which will identify and briefly summarize the Project by distinguishing key elements of the Project, decisions made, outstanding issues, items TBD, Opinion of Probable Construction Costs (OPCC) compared to construction budget and the schedule with changes identified.
    - c. Project Submittal Checklist
    - d. Drawing Review Checklist
    - e. OPCC
    - f. Drawings
    - g. Draft Table of Contents with specification list
  2. **Initiate** 60% submittal discussion with City PM to brief PM on any concerns or issues prior to distribution of 60% submittal.
- g) Participate in Project 60% review meeting. Prepare and distribute meeting meetings to attendees within five working days of the meeting. Assimilate all review comments, as appropriate, and upon confirmation from the City PM proceed to the 90% design.
- h) Submit two (2) sets of the **pre-final plans and bid documents** (90% submittal) in electronic and half-size hard copies using City Standards as applicable to City staff for review and approval purposes. Include the 90% estimate of probable construction costs, 90% submittal Executive Summary, Submittal Packet, Project, and Drawing Checklists, responses to previous review comments and the Contract Document Book with in-line Track Changes in red to identify all proposed edits to the City Construction Contracts.
- i) Participate in Project 90% review meeting. Prepare and distribute meeting meetings to attendees within five working days of the meeting. Assimilate all review comments, as appropriate, and proceed to the pre-ATA submittal.

- j) Provide one (1) set of the **pre-ATA** plans (100% unsealed and unstamped) in electronic and half-size hard copy using City Standards as applicable for City's Pre-ATA review. Include the pre-ATA OPCC and written responses to previous review comments. The pre-ATA (100%) submittal will not include a full distribution and review unless in the opinion of the City Project Manager the questions from the previous review have not been adequately addressed or resolved in the pre-ATA submittal. If this occurs, the PM may request additional distribution, meeting, review and related revisions at no additional cost to the City. See item (l) below.
- k) Assimilate all pre-ATA comments, as appropriate, and provide one (1) set of the **final plans and contract documents** (signed and sealed, electronic and half-size hard copy using City Standards as applicable) suitable for reproduction. Said bid documents henceforth become the shared intellectual property of the City of Corpus Christi and the Consultant. The City agrees that any modifications of the submitted final plans (for other uses by the City) will be evidenced on the plans and be signed and sealed by a professional engineer prior to re-use of modified plans.
- l) Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that all submittals accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City. Additional revisions or design submittals are required (and within the scope of Consultant's duties under this Contract) if, in the opinion of the City Engineer or designee, Consultant has not adequately addressed City-provided review comments or provided submittals in accordance with City standards.
- m) Prepare and submit Monthly Status Reports to the Project Manager no later than the last Wednesday of each month with action items developed from monthly progress and review meetings.

The City staff will:

- a) Designate an individual to have responsibility, authority, and control for coordinating activities for the Project.
- b) Provide the budget for the Project specifying the funds available for the construction contract.
- c) Provide electronic copy the City's Standard Specifications, Standard Detail sheets, Front End Contract Documents, and forms for required bid documents.

### 3. **Bid Phase.**

The A/E will:

- a) Participate in the pre-bid conference and submit agenda for critical construction activities and elements impacting the Project to PM prior to pre-bid conference.
- b) Assist the City in solicitation of bids by identification and notification of prospective bidders.
- c) Review all pre-bid questions and submissions concerning the bid documents and prepare, in the City's format for Engineering Services' approval, any addenda or other revisions necessary to inform Contractors of approved changes prior to bidding.
- d) Attend bid opening, analyze and evaluate bids, and prepare bid tabulation in City format. Provide bid tabulation in Excel and PDF formats.
- e) AE shall review Statement of Experience and confirm it meets Contract requirements. AE shall contact three (3) lowest bidder's references for review and

evaluation. Provide signed recommendation concerning award of the Contract on Company letterhead.

- f) In the event the lowest responsible bidder's bid exceeds the construction budget provided by the Engineering Services in accordance with the A/E's design phase OPCC estimate required above, the Engineer will confer with City staff and provide recommendations for potential remedy options to reconcile scope and/or budget, and if necessary, make such revisions to the bid documents as the City staff deems necessary to re-advertise the Project for bids.
- g) Provide two (2) hard copy sets and one (1) electronic set of **conformed drawings and conformed Contract Documents** (PDF and original format {CAD/word/etc.}) to the City.

The City staff will:

- a) Advertise the Project for bidding, maintain the list of prospective bidders, issue (with the assistance of the A/E) any addenda, supply bid tabulation forms, and conduct bid opening.
- b) Receive the Engineer's recommendation concerning bid evaluation and recommendation and prepare agenda materials for the City Council concerning bid awards.
- c) Prepare, review and provide copies of the Contract for execution between the City and the Contractor.

4. **Construction Administration Phase (T&M).**

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 impacting the project.
- b) Review Contractor submittals and operating and maintenance manuals for conformance to Contract Documents.
- c) If requested by the City, review and interpret 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 as requested by the Owner's Authorized Representative (OAR).
- e) Make periodic 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) Provide interpretations and clarifications of the plans and specifications for the Contractor and recommendations to the City for minor changes which do not affect the Contractor's price and are not contrary to the general interest of the City under the Contract as requested by the OAR.
- g) Attend final inspection with City staff, provide punch list items to the City's Construction Engineers for Contractor completion, and provide the City with a Certificate of Completion for the Project upon successful completion of the Project.
- h) Review Contractor-provided construction "red-line" drawings. Prepare Project Record Drawings and provide a reproducible set and electronic file (both PDF and AutoCAD r.14 or later) within one (1) month of receiving the Contractor's red-line drawings. All drawings shall 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 Record Drawings should incorporate the Contractor's red-lines and identify all changes made during construction. The Drawing Cover and each sheet should be clearly identified as the Record Drawing and should indicate the basis and date.

- i) When requested by the OAR, assist in addressing Request for Information (RFI) submitted by the Contractor.

The City staff will:

- a) Prepare applications/estimates for payments to Contractor.
- b) Conduct the final inspection with the Engineer.

## B. ADDITIONAL SERVICES

This section defines the scope of additional services that may only be included as part of this contract if authorized by the Director of Engineering Services. A/E may not begin work on any services under this section without specific written authorization by the Director of Engineering Services. Fees for Additional Services are an allowance for potential services to be provided and will be **negotiated** by the Director of Engineering Services as required. The A/E shall, with written authorization by the Director of Engineering Services, perform the following:

### 1. Permit Preparation.

Furnish the City all engineering data and documentation necessary for all required permits. The A/E will prepare this documentation for all required signatures. The A/E will prepare and submit identified permits **as applicable** to the appropriate local, state, and federal authorities, including:

- a) Union Pacific Railroad, Missouri Pacific Railroad, or any other railroad operating in the area
- b) TxDOT coordination (no permitting)**
- c) Wetlands Delineation and Permit
- d) Temporary Discharge Permit
- e) NPDES Permit/Amendments (including SSC, NOI, NOT)
- f) Texas Commission of Environmental Quality (TCEQ) Permits/Amendments
- g) Nueces County
- h) Texas Historical Commission (THC)
- i) U.S. Fish and Wildlife Service (USFWS)
- j) U.S. Army Corps of Engineers (USACE)
- k) United States Environmental Protection Agency (USEPA)
- l) Texas Department of Licensing and Regulation (TDLR)**
  - 1. Register the project with the Texas Department of Licensing and Regulation (TDLR) and pay associated fee.
  - 2. Provide copy of Contract Documents along with appropriate fee to TDLR for review and approval of accessibility requirements for pedestrian improvements by a Registered Accessibility Specialist (RAS).
  - 3. Coordinate RAS inspection services at the end of construction and pay associated fee.
- m) Texas General Land Office (TGLO)
- n) Other agency project-specific permits

2. **Topographic and Right-of-Way (ROW) Survey.**

All work must comply with Category 1-A, Condition I specifications of the *Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas*, latest edition. All work must be tied to and in conformance with the City's Global Positioning System (GPS) control network. All work must comply with all TxDOT requirements as applicable. Include references tying Control Points to a minimum of two (2) registered NGS Benchmark Monuments in the vicinity of the Project that will not be disturbed by construction. Survey sheets shall be sealed, provided to the City and included in the bid document plan set.

- a) Establish Horizontal and Vertical Control.
- b) Establish both primary and secondary horizontal/vertical control.
- c) Set project control points for Horizontal and Vertical Control outside the limits of area that will be disturbed by construction.
- d) Horizontal control will be based on NAD 83 State plane coordinates (South Zone), and the data will have no adjustment factor applied – i.e. – the coordinate data will remain in grid.
- e) Vertical control will be based on NAVD 88.
- f) All control work will be established using conventional (non-GPS) methods. Perform topographic surveys to gather existing condition information.
- g) Locate proposed soil/pavement core holes as drilled by the City's Geotechnical Engineering Consultant.
- h) Obtain x, y, and z coordinates of all accessible existing wastewater, storm water, water, IT and gas lines as well as any other lines owned by third-parties and locate all visible utilities, wells and signs within the apparent ROW width along project limits. Survey shall include utility marking from the Texas 811 request.
- i) Open accessible manholes and inlets to obtain information on structure invert, type, and size; and all related pipe size, type, invert, orientation, and flow direction.
- j) Everything up to and including Level B subsurface engineering (SUE) is to be included in Topographic Survey. Surveying services related to Level A SUE are not included in Topographic and ROW Survey services, but shall be provided as part of the scope of work for SUE below, if needed.
- k) Locate existing features within the apparent ROW.
- l) Locate and identify trees, at least five inches in diameter, and areas of significant landscape or shrubs within the apparent ROW.
- m) Generate electronic planimetric base map for use in project design.
- n) Obtain finished floor elevations of critical and habitable structures along the roadway corridor as needed to certify drainage design criteria are met.
- o) The survey should not stop at the property line, but should extend beyond the property line as needed to pick up features and surface flow patterns in the vicinity of the Project that could potentially impact the design or be impacted by the construction. This includes features such as existing swales or ditches, foundations, loading docks/overhead doors, driveways, parking lots, etc.
- p) Research plats, ROW maps, deed, easements, and survey for fence corners, monuments, and iron pins within the existing ROW and analyze to establish existing apparent ROW.
- q) Provide a preliminary base map containing apparent ROW, which will be used by the A/E to develop the proposed alignment and its position relative to the existing and proposed ROW. This preliminary base map must show lot or property lines, addresses, and significant business/facility names.

3. **ROW/Easement Acquisition Survey and Parcel Descriptions (T&M).**  
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*, latest edition.
- a) Set property corners and prepare right of way strip parcel map depicting all parcels proposed for acquisition. Metes and bounds descriptions must indicate parent tract areas based on the most accurate information available. Strip map will show entire parent tracts at a representative scale and for information only. All existing easements within the parcels to be acquired and those within adjacent parcels must be shown.
  - b) Prepare Metes and Bound Instrument with supporting exhibits as required and agreed upon, subsequent to ELR acceptance for ROW parcels, utility easements and temporary construction easements.
  - c) Prepare individual signed and sealed parcel maps and legal descriptions for the required right of way acquisition for parcels and easements. A strip map showing all parcels required will be submitted along with parcel descriptions. If boundary conflicts between Owners are identified, additional fees may be authorized if needed. A/E shall submit parcel maps and legal descriptions prior to the 60% submittal.
  - d) A/E must obtain Preliminary Title Reports from a local title company and provide copies of the title reports to the City. Preliminary Title Report shall identify title ownership and any title encumbrances to all right-of-way to be acquired.
4. **Environmental Issues.**  
Identify and develop a scope of work for any testing, handling and disposal of hazardous materials and/or contaminated soils that may be discovered during construction.
5. **Public Involvement.**  
Participate in two public meetings. One public meeting shall be held after submittal of the Final Engineering Letter Report and one public meeting shall be held prior to start of project construction. Prepare exhibits for meetings. Provide follow-up and response to citizen comments. Revise contract drawings to address citizen comments, as directed by the City. Significant revisions based on public meeting feedback may be negotiated for an additional fee.
6. **Subsurface Utility Investigation (Level A).** (To Be Determined.)  
SUE investigation for all utilities (City and third party) shall be conducted to Level B as part of Topographic Survey referenced above and in accordance with ASCE Standard "ASCE C-I, 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data". A sealed Level A SUE report shall be provided to the City and included in the bid documents as an appendix.
- a) Provide subsurface utility engineering in accordance with ASCE Standard "ASCE C-I, 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" including, but not limited to, hydro-excavation. The proposed subsurface utility investigation will be as follows:
    - i) Excavation – The SUE scope includes working with a subsurface utility excavator to perform Quality Level A investigation of underground utilities in specified areas through the project limit. Quality Level A includes the use of minimally intrusive excavation equipment at critical points to

determine the horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics. Utilities located at this quality level will be physically located and tied to the topographic survey control. The utility will be identified, and an elevation will be obtained to the top of the utility.

7. **Construction Observation Services.** (To Be Determined.)
8. **Warranty Phase.** (To Be Determined.)  
Provide a maintenance guaranty inspection toward the end of the one-year period 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.
9. **Televising Utility Lines.** (To Be Determined.)  
Provide cleaning and televising of existing utility lines to verify existing conditions. Analyze photos and videos to recommend repairs and/or improvements and provide a written report with findings and recommendations. A copy of all photos and videos (in standard video and image format) shall be provided to the City.
10. **Electrical Evaluation and Design for Pedestrian Push Button Improvements at Airline/McArdle Intersection.** Design improvements to pedestrian facilities associated with the existing traffic signal poles at the southwest and southeast corners of the Airline Road and McArdle Road intersection and related only to the crosswalk across Airline Road on the south side of the McArdle Road intersection. No other traffic signal or pedestrian facility improvements are included in the scope of work of this Contract.

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".

## II. SCHEDULE

Date	Activity
Upon Receipt of Signed Small Contract and Small NTP (April 29, 2019)	Commence field (survey) and office work on Project
5 Weeks after Receipt of Small NTP (May 31, 2019)	Draft ELR submittal
2 Weeks (June 14, 2019)	City Review
2 Weeks after Receipt of Signed Large AE Contract and Large NTP, OR City Comments, whichever is later (June 28, 2019)	Final ELR submittal
6 Weeks after Receipt of Large NTP (July 26, 2019)	60% Design Submittal
2 Weeks (August 9, 2019)	City Review
3 Weeks after Receipt of City Comments (August 30, 2019)	90% Design Submittal
2 Weeks (September 13, 2019)	City Review
2 Weeks after Receipt of City Comments (September 27, 2019)	100% Pre-ATA Submittal
1 Week (October 4, 2019)	City Review
1 Week after Receipt of City Comments (October 11, 2019)	Final Sealed Bid Package
3 Weeks after Sealed Submittal (October 28, 2019)	Advertise for Bids
3 Weeks after Advertise (November 19, 2019)	Pre-Bid Conference
1 Week after Pre-Bid Conference (November 27, 2019)	Receive Bids
2 Months after Bid Date	Contract Award
1 Month After Award	Begin Construction
8 Months After Begin Construction	Complete Construction

## III. FEES

### A. **Fee for Basic Services.**

The City will pay the A/E a fixed fee for providing 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, A/E will submit monthly statements for services rendered. The statement will be based upon A/E’s estimate (and with City’s concurrence) of the proportion of the total services actually completed at the time of billing. City will make prompt monthly payments in response to A/E’s monthly statements.

### B. **Fee for Additional Services.**

For services authorized by the Director of Engineering Services under Section I.B. “Additional Services”, the City will pay the A/E a not-to-exceed fee as per the table below:

## Summary of Fees

	Small AE	Large Contract Amendment No. 1						Total Contract
Basic Services Fees		Street	Storm Wtr	WW	Water	Gas	Total CA#1	
1. Preliminary Phase	\$ 41,900.00	\$ 17,104.00	\$5,798.00		\$ 6,088.00		\$ 28,990.00	\$ 70,890.00
2. Design Phase		\$ 120,413.00	\$40,818.00		\$ 42,859.00		\$ 204,090.00	\$ 204,090.00
3. Bid Phase		\$ 10,526.00	\$3,568.00		\$ 3,746.00		\$ 17,840.00	\$ 17,840.00
4. Construction Admin. Phase (T&M)		\$ 23,600.00	\$8,000.00		\$ 8,400.00		\$ 40,000.00	\$ 40,000.00
<b>Subtotal Basic Services Fees</b>	<b>\$ 41,900.00</b>	<b>\$ 171,643.00</b>	<b>\$ 58,184.00</b>		<b>\$ 61,093.00</b>		<b>\$ 290,920.00</b>	<b>\$ 332,820.00</b>
<b>Additional Services Fees (Allowance)</b>								
1a. Permit: TxDOT Coordination *		\$ 4,560.00					\$ 4,560.00	\$ 4,560.00
1b. Permit: TDLR Review & Registration *		\$ 2,010.00					\$ 2,010.00	\$ 2,010.00
2. Topographic and ROW Survey *	\$ 8,000.00	\$ 10,242.00	\$ 3,472.00		\$ 3,646.00		\$ 17,360.00	\$ 25,360.00
3. ROW/Easement Acquisition Survey and Parcel Descriptions (T&M) *		\$ 5,900.00	\$ 2,000.00		\$ 2,100.00		\$ 10,000.00	\$ 10,000.00
4. Environmental Issues *		\$ 2,466.00	\$ 836.00		\$ 878.00		\$ 4,180.00	\$ 4,180.00
5. Public Involvement *		\$ 7,882.00	\$ 2,672.00		\$ 2,806.00		\$ 13,360.00	\$ 13,360.00
6. Subsurface Utility Investigation (Level A) (TBD)								
7. Construction Observation Services (TBD)								
8. Warranty Phase (TBD)								
9. Televising Utility Lines (TBD)								
10. Electrical Evaluation and Design for Pedestrian Push Button Improvements at Airline/McArdle Intersection *		\$ 6,830.00					\$ 6,830.00	\$ 6,830.00
<b>Subtotal Additional Services Fees</b>	<b>\$ 8,000.00</b>	<b>\$ 39,890.00</b>	<b>\$ 8,980.00</b>		<b>\$ 9,430.00</b>		<b>\$ 58,300.00</b>	<b>\$ 66,300.00</b>
<b>Total Fee</b>	<b>\$ 49,900.00</b>	<b>\$ 211,533.00</b>	<b>\$ 67,164.00</b>		<b>\$ 70,523.00</b>		<b>\$ 349,220.00</b>	<b>\$ 399,120.00</b>

\*Additional Services authorized in coordination with the notice to proceed for Basic Services.

**AMENDMENT NO. 1**

**EXHIBIT 'A-1'**

(Provides supplemental description to *Exhibit 'A'*. Task List does not supersede *Exhibit 'A'*.)

**CITY OF CORPUS CHRISTI, TEXAS**

**AIRLINE ROAD – SPID to McArdle Road**

**PROJECT NO. 18004A**

**BOND ISSUE 2018**

**TASK LIST**

**I. SCOPE OF SERVICES**

**A. BASIC SERVICES**

**1. Preliminary Phase**

- a. Perform Preliminary Phase Services as indicated in *Exhibit 'A'*. Services struck through are not part of the scope of services of this Contract and will not be performed.
- b. Scope of Services excludes SPID intersection and work in TxDOT right-of-way.
- c. Scope of Services excludes traffic signal improvements and signal pole relocations at McArdle Road intersection.

**2. Design Phase**

- a. Perform Design Phase Services as indicated in *Exhibit 'A'*. Services struck through are not part of the scope of services of this Contract and will not be performed.
- b. Scope of Services excludes SPID intersection and work in TxDOT right-of-way.
- c. Scope of Services excludes traffic signal improvements and signal pole relocations at McArdle Road intersection.

**3. Bid Phase**

- a. Perform Bid Phase Services as indicated in *Exhibit 'A'*.

**4. Construction Administration Phase (T&M)**

- a. Construction Phase Services shall be performed on a Time and Material Basis upon receipt of a written requests from City Staff. Services may include those indicated in *Exhibit 'A'*, but may also include additional services as requested by City Staff. Engineering services will not be performed in excess of the budget established in *Exhibit 'A'* without approval and execution of a Contract Amendment increasing the Construction Phase budget. LNV will keep the City apprised of the status of available funds for Construction Phase Services.

**B. ADDITIONAL SERVICES**

**1a. Permitting: TxDOT Coordination \***

- a. Services include review and coordination of the Project with TxDOT staff. Obtaining permits from TxDOT is not anticipated as necessary and not included in the scope of services of this Contract.

**1b. Permitting: TDLR Review & Registration \***

- a. Services include review and registration of the Project and inspection in the field upon completion of construction. No other services are included in this item.

**2. Topographic and Right-of-Way (ROW) Survey \***

- a. Perform Services as indicated in *Exhibit 'A'*.

**3. ROW/Esmt. Acquisition Survey and Parcel Descriptions (T&M) \***

- a. Acquisition of additional right-of-way (ROW) is not anticipated as necessary.
- b. If ROW acquisition is required, the Consultant, upon receipt of written authorization to proceed from the City, will begin work on services described in *Exhibit 'A'* on a Time and Materials basis within the limits of the task budget established in *Exhibit 'A'*. Engineering services will not be performed in excess of the task budget without approval and execution of a Contract Amendment increasing the task budget. LNV will keep the City apprised of the status of available funds for this task.

**4. Environmental Issues \***

- a. Perform Services as indicated in *Exhibit 'A'*.

**5. Public Involvement \***

- a. Perform Services as indicated in *Exhibit 'A'*.

**6. Subsurface Utility Investigation (Level A) (To Be Determined)**

- a. SUE Services are not included in the scope of services of this Contract. If determined necessary, a Contract Amendment will be executed to provide funds for the agreed upon services.

**7. Construction Observation Services (To Be Determined)**

- a. Construction Observation Services are not included in the scope of services of this Contract. If determined necessary, a Contract Amendment will be executed to provide funds for the agreed upon services.

**8. Warranty Phase (To Be Determined)**

- a. Warranty Phase Services are not included in the scope of services of this Contract. If determined necessary, a Contract Amendment will be executed to provide funds for the agreed upon services.



**9. Televising Utility Lines (To Be Determined)**

- a. Existing utilities within the Project Limits are 50+ years old and will be removed and replaced. As such, televising utility lines is not anticipated as necessary and not included in the scope of services of this Contract. If determined necessary, a Contract Amendment will be executed to provide funds for the agreed upon services.

**10. Electrical Evaluation and Design for Pedestrian Push Button Improvements at Airline/McArdle Intersection \***

- a. Perform Services as indicated in *Exhibit 'A'*.
- b. Adjustments and/or improvements to the existing traffic signals at the McArdle Road intersection are not included in the scope of services or improvements of this Contract.

(\* Additional Service to be authorized with execution of the Contract.)

**C. CONTRACT EXCLUSIONS AND CONDITIONS**

1. Engineering services not listed in this Contract are excluded from the scope of work of this Contract.
2. The Contract scope of services includes the preparation of one (1) set of bid documents (i.e. construction plans, specifications and contract documents) for the installation of Project improvements and one (1) bid process.
3. Traffic Studies are not included in the scope of services of this Contract. The A/E will rely upon traffic data provided by the City.
4. Excluded services can be provided, if desired, for additional fees.