



## **AMENDMENT 1 FOR SERVICES**

This Agreement is made this **21<sup>ST</sup>** day of **June 2018**, by and between **LNV, Inc.** of 801 Navigation Blvd., Suite 300, Corpus Christi, Nueces County, Texas 78408 hereinafter referred to as **Provider**, and **The City of Aransas Pass**, of 600 West Cleveland Blvd., Aransas Pass, TX 78336, hereinafter referred to as **Client**.

**Provider** hereby agrees to perform the following Engineering services for **Client**. The Agreement consists of this **Contract for Services** and the attached **General Terms and Conditions**, which are incorporated by reference for all purposes herein.

### **SCOPE OF WORK – AMENDMENT 1**

**Provider** agrees to perform the following services for the City of Aransas Pass – Pompano Street Drainage Repair adjacent to Pelican Cove just north of the intersection with Dolphin Court in Aransas Pass, Texas.

#### **A. BASIC SERVICES FOR AMENDMENT 1**

##### **Engineering Services**

1. Conduct a site visit to obtain field information for use in the street drainage repair design.
2. Perform design of Pompano street drainage repairs.
3. Prepare preliminary Drawings to include all plans, sections and details to adequately depict the street drainage repair work to be performed. Drawings will be prepared using AutoCAD 2014.
4. Prepare technical specifications applicable to the Pompano street drainage repair project.
5. Submit preliminary Construction Documents (Drawings and Technical Specifications) for client review and comment.
6. Address comments and submit final Construction Documents to Client signed and sealed by a Texas Licensed Professional Engineer.

#### **B. DELIVERABLES**

1. Three (3) bound 22" x 34" hard copies of the Construction Drawings, sealed by a Texas Licensed Professional Engineer.
2. One electronic (.PDF) file of the Construction Drawings, sealed by a Texas Licensed Professional Engineer.

#### **C. SCHEDULE**

1. Begin design work within one (1) week(s) of receiving the signed Contract.
2. Approximately (1) week(s) to complete the design and submit preliminary Construction Documents.



**D. FEE SUMMARY**

The Provider will perform the above-listed Basic Services and Special Services *Scope of Work* for the Lump Sum fees as indicated below:

**BASIC SERVICES FOR AMENDMENT 1:**

<b>Pompano Street Drainage Repair Design</b>	<b>\$ 3,000.00</b>
--	--------------------

*Additional work not listed in the above scope of work herein, in which the client wishes to include in this contract will be performed at an hourly rate \$175 per hour.*

**E. AMENDMENT 1 CLARIFICATIONS:**

1. All work is to be performed during normal working hours, Monday through Friday (8 AM to 5 PM) except holidays.
2. Site topographic surveying is excluded
3. Permitting fees and material testing is excluded
4. All work operations will be conducted in accordance with OSHA. Work will be coordinated with Condominium personnel prior to scheduling site work.
5. Contract negotiations and/or contract language or writing for construction is excluded


**All invoicing will be submitted monthly based on percent of completion.** *Payments not received within thirty (30) days of the date of invoice will cause interest at the rate of 1.5% per month to accrue on any outstanding balance. All other conditions apply as stipulated on attached **General Terms and Conditions**.*

Provider shall provide at his sole expense equipment, tools, employees, subcontractors, or other such assistance, necessary to the performance by him of the above-described service.



This Agreement, including the **General Terms and Conditions** constitutes the full agreement of the parties and no oral statements or other writings shall be construed to be a part of this contract, executed by the parties. By acceptance of this Agreement, the Client represents and warrants that it has read, understood, accepted, and agrees to be bound by the **General Terms and Conditions**. Client further agrees that by signing below, Client is either the legal owner of the property subject to the Project or will inform Provider in writing within seven (7) days of the date of this Agreement that Client is not the legal property owner.

IN WITNESS WHEREOF, we have executed this contract on the date written above.

  
\_\_\_\_\_  
LNV, INC. 6/21/18  
Date

By: Douglas H. Lawrence, PE

Its: Vice President

\_\_\_\_\_  
Client Representative

Date

By:

Its: