

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

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Executive Director of Public Works) and **Bath Engineering**, a Texas corporation, 5656 South Staples Street, Suite 110, Corpus Christi, Nueces County, Texas, 78411, (**Architect/Engineer – A/E**), hereby agree as follows:

Original Agreement	Administrative Approval	July 22, 2015	\$32,500.00
--------------------	-------------------------	---------------	-------------

1. SCOPE OF PROJECT

Alternative Capacity Power Generation (Project No. E12141) – The scope of this project includes design of back-up power systems at two critical water distribution pumping facilities, including Navigation and Staples Street Pump Station.

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform design services necessary to review and prepare plans, specifications, and bid and contract documents. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) and provide contract administration services, as described in **Exhibit “A”** to complete the Project. Work will not begin on Additional Services until requested by the A/E (provide breakdown of costs, schedules), **and** written authorization is provided by the Executive Director of Public Works.

A/E services will be "Services for Construction Projects"- (Basic Services for Construction Projects") which are shown and are in accordance with "Professional Engineering Services-A Guide to the Selection and Negotiation Process, 1993" a joint publication of the Consulting Engineer's Council of Texas and Texas Society of Professional Engineers. For purposes of this contract, certain services listed in this publication as Additional Services will be considered as Basic Services.

3. ORDER OF SERVICES

The A/E agrees to begin work on those authorized Basic Services for this contract upon receipt of the Notice to Proceed from the Executive Director of Public Works. Work will not begin on any phase or any Additional Services until requested in writing by the A/E and written authorization is provided by the Executive Director of Public Works. The anticipated schedule of the preliminary phase, design phase, bid phase, and construction phase is shown on **Exhibit “A”**. This schedule is not to be inclusive of all additional time that may be required for review by the City staff and may be amended by or with the concurrence of the Executive Director of Public Works.

The Executive Director of Public Works may direct the A/E to undertake additional services or tasks provided that no increase in fee is required. Services or tasks requiring an increase of fee will be mutually agreed and evidenced in writing as an amendment to this contract. A/E shall notify the City of Corpus Christi within three (3) days of notice if tasks requested requires an additional fee.

4. INDEMNITY AND INSURANCE

A/E agrees to the mandatory contract indemnification and insurance requirements as set forth in **Exhibit "B"**.

5. FEE

The City will pay the A/E a fee, as described in **Exhibit "A"**, for providing services authorized, a total fee not to exceed **\$90,955.00, (Ninety Thousand Nine Hundred Fifty-Five Dollars and Zero Cents)** for a total restated fee of **\$123,455.00 (One Hundred Twenty-Three Thousand Four Hundred Fifty-Five Dollars and Zero Cents)**. Monthly invoices will be submitted in accordance with **Exhibit "C"**.

6. TERMINATION OF CONTRACT

The City may, at any time, with or without cause, terminate this contract upon seven days written notice to the A/E at the address of record. In this event, the A/E will be compensated for its services on all stages authorized based upon A/E and City's estimate of the proportion of the total services actually completed at the time of termination.

7. LOCAL PARTICIPATION

The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy. The A/E agrees that at least 75% of the work described herein will be performed by a labor force residing within the Corpus Christi Metropolitan Statistical Area (MSA). Additionally, no more than 25% of the work described herein will be performed by a labor force residing outside the Corpus Christi Metropolitan Statistical Area (MSA.)

8. ASSIGNABILITY

The A/E will not assign, transfer or delegate any of its obligations or duties in this contract to any other person without the prior written consent of the City, except for routine duties delegated to personnel of the A/E staff. If the A/E is a partnership, then in the event of the termination of the partnership, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the A/E fee may be assigned in advance of receipt by the A/E without written consent of the City.

The City will not pay the fees of expert or technical assistance and consultants unless such employment, including the rate of compensation, has been approved in writing by the City.

9. OWNERSHIP OF DOCUMENTS

All documents including contract documents (plans and specifications), record drawings, contractor's field data, and submittal data will be the sole property of the City, may not be used again by the A/E without the express written consent of the Executive Director of Public Works. However, the A/E may use standard details that are not specific to this project. The City agrees that any modification of the plans will be evidenced on the plans, and be signed and sealed by a professional engineer prior to re-use of modified plans.

10. DISCLOSURE OF INTEREST

A/E further agrees, in compliance with City of Corpus Christi Ordinance No. 17112, to complete, as part of this contract, the *Disclosure of Interests* form.

CITY OF CORPUS CHRISTI

Director, Capital Programs Date

RECOMMENDED

Operating Department Date

APPROVED AS TO LEGAL FORM

Assistant City Attorney Date
for City Attorney

APPROVED AS TO FORM

Office of Management Date
and Budget

ATTEST

Rebecca Huerta, City Secretary

BATH ENGINEERING

William B. Stark PE 4/5/15

William B. Stark, P.E. Date
Vice President
5656 South Staples, Suite 110
Corpus Christi, Texas 78411
(361) 992-2284 Office
(361) 992-2287 Fax

Project No: E12141
Accounting Unit: 4093-041
Account: 550950
Activity: E12141014093EXP
Account Category: 50950
Fund Name: Water 2013 RVBD

EXHIBIT "A"

CITY OF CORPUS CHRISTI

ALTERNATIVE CAPACITY POWER GENERATION STAPLES AND NAVIGATION PUMP STATION GENERATOR INSTALLATION

PROJECT E12141

Updated by David L. Cash PE on March 19th 2015

GENERAL SCOPE SUMMARY

This contract will provide engineering design, plans, specifications and all documentation along with construction administration services for construction of emergency stand-by generators at two locations, Staples Street and Navigation Pump Stations and associated SCADA at Navigation Pump Station only. This is a first phase of a four phase program to meet the Water Distributions Alternative Capacity Requirements (ACR) of the TECQ. This improvement will allow for better protection during a City-wide power outage scenario (determine previously to be the worst case scenario) and because comparatively it is a low cost intermediate solution to meet the ACR.

BASIC SERVICES

Project Management:

Provide Project Manage Services which include: meeting to coordinate with the City staff during the 30% Preliminary Design Phase, the City Staff will be responsible for execution of any air or water permitting / reporting requirements. The city will be responsible for providing geotechnical testing and topographical surveys at the Staples Street and Navigation sites.

Preliminary Phase: (Fee item 1)

Define all required drawings, specifications and other required engineering deliverables required to install new Pump Station Emergency Generators to City standards. Engineering services required to evaluate existing service and power conduit system as it relates to the addition of generator and ATS at both locations.

Design Phase: (Fee item 2)

Engineering services to develop all drawings, specifications and other engineering deliverables, including but not limited to design and specifications for the generators, design of generator foundations, location plans and installation details, detailed conduit and wiring schedules, schedules, control system equipment specification sheets and control logic description for the control system to new generators and ATS.

Engineering services required to coordinate with AEP and City Staff the installation of the new ATS at each location.

Furnish four (4) review copies of the Preliminary Design Phase documents (30%) and any other deliverables to Owner within 31 calendar days of authorization to proceed with this phase. Conduct Preliminary Design review meeting with the Owner. Revise Preliminary Design Phase documents and any other deliverables in response to Owner's comments.

Furnish four (4) review copies of the Final Design Phase documents and any other deliverables to Owner within 132 calendar days of authorization to proceed with this phase (recite of review comments from the city). Conduct Final Design review meeting with the Owner. Revise Final Design Phase documents and any other deliverables in response to Owner's comments.

Engineer's services under the Design Phase will be considered complete on the date when the full, final set of bid documents has been delivered to Owner.

Bid Phase: (Fee item 3)

Attend the pre-bid conference and assist City in defining, clarifying, and responding to bidder questions with respect to project design, specifications, materials, and methods.

Assist the City in solicitation of bids and identification of prospective bidders.

Prepare addenda necessary to inform contractors of modifications and clarifications prior to bid date. The City's Engineering Services will distribute any addendum.

Attend the bid opening, tabulate bids according to the City Engineering Services preferred standard format, review bids and make recommendations concerning award.

Construction Phase: (Fee item 4)

Attend and participate at the pre-construction conference, which will be chaired by Engineering Services.

Provide contractor-prepared redlined marked-up set of construction documents. Coordinate with the City inspector to authorize minor field alterations that do not affect the contractor's price and are not contrary to the interest of the City.

Make up to seven (7) visits to each site of the Project to confer with Contractor and City Staff and to observe the general progress and quality of work and determine if work is being done in accordance with the contract documents. It is estimated onsite construction will be 120 days for this project.

Project construction administration services are required to coordinate contractor activities, change orders and other contract requirements.

Conduct a "final inspection" with City and Contractor, and make a recommendation concerning final acceptance.

Post-Construction Phase (Fee item 2)

Eleven (11) months from the day of final acceptance, conduct a thorough assessment of the power generation system. Inspect maintenance records, diagnostic records, and process records. Determine whether the system functions per original intent and specification and make recommendations for repair and/or modification.

Additional Services:

SCADA Re-Design Services: (Fee item 5) required to modify the existing SCADA system to allow operation of the emergency generators.

Engineering Services: (Fee item 8) required to develop a phased system acceptance plan, testing scenarios, acceptance checklists and sign-off documentation, installation and cutover sequence, and other quality control and acceptance documentation defined in the Preliminary design phase.

Commissioning Services (Fee item 10) to include all Engineering services required to provide onsite startup and commissioning assistance for and acceptance of the system consisting of up to 30 man-hours spent between Staples Street PS, Navigation PS, and O.N. Stevens Water Treatment Plant. Also includes up to 10 man-hour allowance for Engineering services required for any additional assistance, modifications and enhancements of the design during testing, installation, commissioning and start-up of generator systems.

PROJECT SCHEDULE

These project schedules are to begin from Bath Engineering's notice to proceed from the proper authorities of The City of Corpus Christi. The anticipated completion schedule for these projects is noted below: Please note some of these projects are linked based upon their anticipated deliverables and review responses from the City.

ACTIVITY	DATE
Permission to Proceed to Engr.	TBD
Preliminary Design Phase (30%) Complete	NTP + 31 days
30% Review comments received by Bath	NTP + 45 days
Final Design (100%) Complete	132 days after 30% comments
100% Review Comments received by Bath	146 days after 30% comments
Final Bid Documents	14 days after 100% comments
Pre-Bid Conference	TBD
Project Bid Date	14 days after Pre-Bid
Begin Construction	110 days after Pre-Bid
Inspection, Startup, and Commissioning	160 days after Construction start
Complete Construction	180 days after Construction start
11 month Inspection – Warranty Issue / Repair	11 months after completion of construction

STAPLES and NAVIGATION PUMP STATION GENERATORS
(Project No. E 12141)
SUMMARY OF ENGINEERING FEES

		ORIGINAL CONTRACT	TOTAL
BASIC SERVICES			
1	Preliminary Phase	\$4,130.00	\$4,130.00
2	Design Phase	\$48,950.00	\$48,950.00
3	Bid Phase	\$2,880.00	\$2,880.00
4	Construction Phase	\$18,520.00	\$18,520.00
Subtotal Basic Services		\$74,480.00	\$74,480.00
ADDITIONAL SERVICES			
5	SCADA Re-Design	\$ 7,830.00	\$7,830.00
6	N/A	\$ -	\$0.00
7	N/A	\$ -	\$0.00
8	SAT Documentation Development	\$ 2,525.00	\$2,525.00
9	N/A	\$ -	\$0.00
10	Start-up Services / Commissioning *	\$ 6,120.00	\$6,120.00
11	N/A	\$ -	\$0.00
12	N/A	\$ -	\$0.00
13	N/A	\$0.00	\$0.00
14	N/A	\$0.00	\$0.00
15	N/A	\$0.00	\$0.00
Subtotal Additional Services		\$16,475.00	\$16,475.00
TOTAL AUTHORIZED ENGINEERING FEE		\$90,955.00	\$90,955.00

* Start-up Services / Commissioning will be an allowance encumbered but not authorized at time of contract award. Initial contract amount shall be \$84,835.00.

** Fees are contingent on the sequence of design and construction for project E12004 SCADA Amendment.

EXHIBIT "B"

INSURANCE REQUIREMENTS & INDEMINIFICATION

I. CONSULTANT'S LIABILITY INSURANCE

- A. Consultant must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Consultant must furnish to the City's Risk Manager and Director of Capital Programs, two (2) copies of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim \$2,000,000 Aggregate (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, Consultant must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Consultant must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Consultant will be promptly met. An All States Endorsement shall be required if Consultant is not domiciled in the State of Texas.
- B. Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Consultant shall be required to submit a copy of the replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Consultant or as requested by the City. Consultant shall pay any costs incurred resulting from said changes. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Consultant agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

INDEMNIFICATION

Consultant shall fully indemnify, hold harmless, and defend the City of Corpus Christi and its officials, officers, agents, employees, volunteers, directors and representatives ("Indemnatee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and defense costs, caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Consultant or its agent, consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This Indemnification does not apply to any liability resulting from the negligent acts or omissions of the City of Corpus Christi or its employees, to the extent of such negligence.

Consultant must, at City's option, defend Indemnatee and with counsel satisfactory to the City Attorney.

Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

COMPLETE PROJECT NAME
Project No. XXXX
Invoice No. 12345
Invoice Date:

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
Basic Services:								
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	750	0	0	0	0%
Construction Phase	2,500	0	1,000	3,500	0	0	0	0%
Subtotal Basic Services	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services:								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
Summary of Fees								
Basic Services Fees	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
Total of Fees	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%



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: Bath Engineering

P. O. BOX: _____

STREET ADDRESS: 5656 S. Staples Street, Suite 110 CITY: Corpus Christi ZIP: 78411

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)
_____	_____
_____	_____
_____	_____

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
_____	_____
_____	_____
_____	_____

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
_____	_____
_____	_____
_____	_____

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
_____	_____
_____	_____
_____	_____


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: William B. Stark, P.E. Title: Vice President
(Type or Print)

Signature of Certifying Person:  Date: 4-5-15

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.