

**AMENDMENT NO. 1
TO
SMALL A/E AGREEMENT
FOR
ARCHITECT/ENGINEERING CONSULTANT SERVICES**

The City of Corpus Christi, Texas, hereinafter called "CITY", and **NAISMITH ENGINEERING, INC.**, hereinafter called "CONSULTANT", agree to the following amendments to the contract for Architect/Engineer Consultant Services for the following project, as authorized and administratively amended by:

Original Small A/E Agreement	August 26, 2010	Administrative Approval	\$49,650.00
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- DECLARATIONS.** "CITY" desires to engage "CONSULTANT" to provide services in connection with City's project, described as follows: **CITY STANDARD SPECIFICATIONS REVIEW (Project No. E10115)** ("PROJECT").
- SCOPE OF WORK.** "CONSULTANT" shall provide services for the "PROJECT" in accordance with the accompanying Letter, Scope of Services, and Fee attached as "Exhibit A". **Additional Services required.**
- FEE.** The "CITY" agrees to pay the "CONSULTANT" for services provided in accordance with Exhibit "A", Scope of Services, and Fee under this AGREEMENT, a total fee not to exceed **\$92,740.00 (Ninety Two Thousand Seven Hundred Forty Dollars and Zero Cents)** for a total restated fee not to exceed **\$142,390.00 (One Hundred Forty Two Thousand Three Hundred Ninety Dollars and Zero Cents)**. Monthly invoices will be submitted in accordance with Exhibit "C".
- INDEMNIFICATION AND HOLD HARMLESS.** The Consultant agrees to indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants and employees as more full set forth in Exhibit "B".

CITY OF CORPUS CHRISTI

Oscar R. Martinez
Assistant City Manager

Date

NAISMITH ENGINEERING, INC.

Grant A. Jackson 02/11/2013

John A. Michael, P. E. (Date)
Vice President *Grant A. Jackson*
4501 Gollihar
Corpus Christi, Texas 78411
(361) 814-9900 Office
(361) 814-4401 Fax

RECOMMENDED

Daniel Biles

Daniel Biles, P.E.
Director of Engineering Services

2/13/13

Date

APPROVED AS TO FORM

Office of Management and Budget (Date)

ATTEST

Armando Chapa, City Secretary

Department	Fund Source No.	Amount
Water 2012 CIP-Rev. Bonds	550950-4088-00000-E10115	\$30,913.33
Wastewater 2012 CIP-Rev. Bonds	550950-4248-00000-E10115	30,913.33
Storm Water 2012 CIP-Rev. Bonds	550950-3494-00000-E10115	30,913.34
Total		\$92,740.00

Encumbrance number: _____

ENTERED 

FEB 7 2013

CONTRACT MANAGERS

Specifications Update Project Budget

Revised February 8, 2013

Task	Description	Schedule	Sub-Task	Description	Budgeted Manhours					Budgeted Costs		
					Qty	Hrs Each	Prin	Mgr	Cler	Fees	Expenses	Total
1	Complete Department Review Meetings, Receive comments, Incorporate comments into Draft Specifications	April 2013	1A	Attend Department Meetings	6.0	4.0	24.0	24.0	0.0	\$6,600.00	\$1,350.00	\$7,950.00
		May 2013	1B	Incorporate Comments into Specifications	95.0	9.0	47.5	152.0	9.5	\$23,892.50	\$100.00	\$23,992.50
		May 2013	1C	Distribute to Departments	1.0	8.0	1.0	8.0	0.0	\$975.00	\$200.00	\$1,175.00
2	Develop a Stakeholders List (Suppliers, Designers, Constructors, Quality Assurance Providers, 3rd Party Sponsors)	June 2013	2A	Identify City Vendors, Contractors, Consultants, & Developers	6.0	2.0	3.0	12.0	0.0	\$1,725.00	\$100.00	\$1,825.00
		June 2013	2B	Prepare a contact list	6.0	1.3	1.8	6.0	0.0	\$915.00	\$100.00	\$1,015.00
3	Provide Draft Technical Specifications to Stakeholders for written comments	July 2013	3A	Contact Stakeholders, Supply Draft Specification Information, Seek comments, Discussions	6.0	2.0	12.0	30.0	0.0	\$5,100.00	\$1,200.00	\$6,300.00
		July 2013	3B	Prepare Stakeholder comment list with recommendations for inclusion	6.0	6.0	6.0	30.0	0.0	\$4,050.00	\$100.00	\$4,150.00
4	Conduct Public Meetings by Department and receive comments	July 2013	4A	Assist with Notice of Meetings	6.0	1.0	0.0	6.0	0.0	\$600.00	\$100.00	\$700.00
		August 2013	4B	Conduct meetings, receive comments	6.0	4.0	24.0	24.0	0.0	\$6,600.00	\$900.00	\$7,500.00
		September 2013	4C	Prepare Public Input comment list with recommendations for inclusion	6.0	6.0	9.0	42.0	0.0	\$5,775.00	\$100.00	\$5,875.00
5	Public Comment Review, Finalize Documents	September 2013	5B	Attend Department Meetings	6.0	4.0	24.0	24.0	0.0	\$6,600.00	\$1,200.00	\$7,800.00
		September 2013	5C	Incorporate Comments	95.0	1.4	28.5	104.5	0.0	\$15,437.50	\$100.00	\$15,537.50
6	Distribute to departments for final review and comment	October 2013	6A	Assist with distribution of Draft Final Technical Specifications	1.0	8.0	1.0	8.0	0.0	\$975.00	\$200.00	\$1,175.00
		November 2013	6B	Receive any comments and incorporate into Final Technical Specifications	95.0	0.7	9.5	28.5	28.5	\$5,795.00	\$200.00	\$5,995.00
7	Publish final Technical Specifications	December 2013	7A	Assist in distribution to City personnel and website administrator	1.0	3.0	2.0	8.0	0.0	\$1,150.00	\$600.00	\$1,750.00

Total Budget: \$92,740.00

AMEND. NO. 1
EXHIBIT "A"
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EXHIBIT A
CITY STANDARD SPECIFICATIONS REVIEW
PROJECT NO. E10115

Original Services	Contract	Amendment 1	Total Contract
1 Specification Review	\$13,500.00	\$0.00	\$13,500.00
2 Review Other Organization Specifications	11,500.00	0.00	11,500.00
3 Detail Review	3,350.00	0.00	3,350.00
4 Department Meetings	7,200.00	33,117.50	40,317.50
5 Revision and Formatting of Specifications	10,750.00	7,170.00	17,920.00
6 Final Check with Engineering Staff Meeting	3,350.00	0.00	3,350.00
7 Public Comment and Revisions	0.00	50,702.50	50,702.50
8 Publish Final Technical Specifications	0.00	1,750.00	1,750.00
TOTAL	\$49,650.00	\$92,740.00	\$142,390.00

EXHIBIT "B"
MANDATORY INSURANCE REQUIREMENTS & INDEMNIFICATION
FOR A/E PROFESSIONAL SERVICES/CONSULTANT SERVICES
(Revised October 2010)

- A. Consultant must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. The Consultant must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Consultant must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverages by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates	Bodily Injury & Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY to included 1. Owned vehicles 2.. Hired – Non-owned vehicles	\$1,000,000 COMBINED SINGLE LIMIT
PROFESSIONAL LIABILITY including: Coverage provided shall cover all employees, officers, directors and agents 1. 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 an Insured
WORKERS' COMPENSATION	Which Complies with the Texas Workers Compensation Act
EMPLOYERS' LIABILITY	500,000/500,000/500,000

- C. In the event of accidents of any kind, Consultant must furnish the Risk Manager with copies of all reports within (10) ten days of accident.
- D. Consultant must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- E. Consultant's financial integrity is of interest to the City; therefore, subject to Successful Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, 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.
- F. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
Fax: (361) 826-4555

- G. 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:
 - i. Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - ii. 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;
 - iii. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - iv. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- H. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful 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.
- I. 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.
- J. Nothing herein contained shall be construed as limiting in any way the extent to which Successful Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this agreement.
- K. 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.
- L. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the negligent performance of Consultant's services covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the sole or concurrent negligence of the City of Corpus Christi, its agents, servants, or employees or any other person indemnified hereunder.

COMPLETE PROJECT NAME

Project No. E11088

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	\$15,117	\$0	\$0	\$15,117	\$0	\$1,000	\$1,000	7%
Design Phase	20,818	0	0	20,818	1,000	500	1,500	7%
Bid Phase	0	0	0	0	0	0	0	n/a
Report Phase	14,166	0	0	14,166	0	0	0	0%
Construction Phase	0	0	0	0	0	0	0	n/a
Subtotal Basic Services	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
Additional Services:								
Permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Warranty Phase	0	0	0	0	0	0	0	n/a
Inspection	9,011	0	0	9,011	0	0	0	0%
Platting Survey	29,090	0	0	29,090	0	0	0	0%
Reporting	1,294	0	0	1,294	0	0	0	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	0	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$39,395	\$0	\$0	\$39,395	\$0	\$0	\$0	0%
Summary of Fees								
Basic Services Fees	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
Additional Services Fees	39,395	0	0	39,395	0	0	0	0%
Total of Fees	\$89,496	\$0	\$0	\$89,496	\$750	\$1,500	\$2,500	3%



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: Naismith Engineering, ~~LLP~~ Inc.

P. O. BOX: _____

STREET ADDRESS: 4501 Gollihar Road 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	Department (if known)	Job Title	and	City
<u>N/A</u>				

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
<u>N/A</u>	

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	Committee	Board, Commission or
<u>N/A</u>		

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
<u>N/A</u>	

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 Title: Vice President
(Type or Print)

Signature of Certifying Person:  Date: 01/07/2013

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.