

**AMENDMENT NO. 1  
TO CONTRACT FOR  
PROFESSIONAL SERVICES**

The City of Corpus Christi, Texas hereinafter called "CITY", and Solka Nava Torno, LLC agree to the following amendment to the Contract for Professional Services for Fleet Maintenance Heavy Equipment Shop Roof (Project No. E12113) BOND ISSUE 2012, as authorized and amended by:

Original Agreement	April 10, 2013	Administrative Approval	\$24,450.00
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Exhibit "A", Section A. Basic Services, shall be modified to include Design Phase Services and JOC RFP Phase as specified in Amendment No. 1 Exhibit "A".

Exhibit "A", Section B. Additional Services, shall be modified to include Windstorm Certification, Construction Observation (Project Representation), and Warranty Phase as specified in Amendment No. 1 Exhibit "A".

Exhibit "A", Project Schedule, shall be modified as specified in the attached Amendment No. 1 Exhibit "A", Project Schedule.

Exhibit "A", Section C. Fee Summary, shall be modified as specified in Amendment No. 1 Exhibit "B" Summary of Fees for a fee not to exceed \$34,620.00 (Thirty Four Thousand Six Hundred Twenty Dollars and Zero Cents), for a total restated fee not to exceed \$59,070.00 (Fifty Nine Thousand Seventy Dollars and Zero Cents). Monthly invoices shall be submitted in accordance with Exhibit "C".

The ARCHITECT agrees to indemnify, save harmless and defend the "CITY", and it's agents, servants, and employees as more fully set forth in Exhibit "D".

All other terms and conditions of the April 10, 2013 contract and amendments between the City and Solka Nava Torno, LLC will remain in full force and effect.

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Gustavo Gonzalez, P.E., (Date)  
Assistant City Manager  
for Public Works & Utilities

**RECOMMENDED**

\_\_\_\_\_  
Daniel Biles, P.E., (Date)  
Executive Director of Public Works

\_\_\_\_\_  
Operating Department (Date)

**SOLKA NAVA TORNO, LLC**

  
\_\_\_\_\_  
Glen Ray Torno, AIA, (Date) 02/20/14  
Project Architect  
6262 Weber Road, Suite 310  
Corpus Christi, TX 78413  
(361) 854-1471 Office  
(361) 854-1470 Fax

**APPROVED**

\_\_\_\_\_  
Office of Management and Budget (Date)

**ATTEST**

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

Project No: E12113  
Fund Source No: 550950-3162-00000-E12113  
Fund Name: Public Facility 2013 GO Bond 2012  
Encumbrance No: E12113ASO

RECEIVED  
FEB 20 2014 VP  
CONTRACT MANAGERS

**AMEND. NO. 1**  
**Page 2 of 2**

**PROJECT E12113: Fleet Maintenance Heavy Equipment Shop Roof (Bond 2012)****A/E Service Fee Proposal (Revised 01/29/2014)  
(Revised 02/10/2014)****Project Scope**

Based on the determination of the Phase I Final Report, the Phase 2 project scope is defined as follows:

1. Replace existing light fixtures in maintenance bays.  
(Note: It was decided in Project Review Meeting to eliminate the gas-fired unit heaters suspended from the roof).
2. Replace existing water damaged suspended acoustical ceilings in office areas.
3. Provide miscellaneous repairs or replacement of existing damaged sheet metal wall panels.
4. Provide complete tear-off and replacement of existing sheet metal roof system over entire building, structural bay by structural bay. Repair or replace damaged purlins and roof insulation system.

Total Project Budget (Bond Amount) -	\$350,000.00
Assumed Construction Cost Budget Amount -	\$280,000.00
Estimate of Probable Construction Cost -	\$241,248.00

Project Delivery is expected to be by Job Order Contractor (J.O.C.)

**Task List – Phase 2**

1. Meet with Users and investigate codes and similar facilities to determine the level of compliance required to allow the building shop to perform maintenance on CNG fueled vehicles.
2. Provide additional field investigation to determine as-built conditions of the building's exterior envelope and interior components.
3. Provide additional inspections and investigation by MEP consultants to determine as-built conditions for lighting, power and ventilation.
4. Prepare plans and details to define the roofing and skylight replacement requirements.
5. Prepare specifications to define project material requirements.
6. **Provide front-end documentation for JOC procurement.**
7. Provide structural design of new roof replacement structural elements and sheet metal roofing (Note: Windstorm inspections during construction and certification to TDI are additional services).
8. Prepare plans, details and schedules to define the requirements for replacement lighting, power and heating components.
9. Coordinate with the Users and J.O.C. to determine construction phasing.
10. Coordinate with the Users, Engineering Department and J.O.C. to obtain pricing.

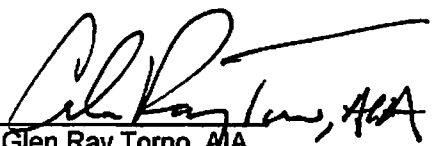
## A/E Services Fee Proposal – Phase 2

For services authorized by the Director of Engineering Services, the City will pay the A/E a fixed fee as per the table below. **All fees for Additional Services are unauthorized at this time, requiring written authorization by the Director of Engineering.**

### Summary of Fees

<b>A. Basic Services Fees</b>			
1. Preliminary Phase (Completed)			
2. Design Phase	23,180.00		
3. JOC RFP Phase	1,200.00		
<b>Subtotal Basic Services Fees</b>	<b>24,380.00</b>		
<b>B. Additional Services Fees</b>			
1. Windstorm Certification	4,640.00		
2. Project Representation	4,800.00		
3. Warranty Phase	800.00		
<b>Sub-Total Additional Services Fees</b>	<b>10,240.00</b>		
<b>Total Fee</b>	<b>34,620.00</b>		

Schedule: Refer Attached

Signed:   
Glen Ray Torno, AIA  
Vice-President

PROJECT E12113: FLEET MAINTENANCE HEAVY EQUIPMENT SHOP ROOF (BOND 2012)  
CITY OF CORPUS CHRISTI  
PROJECT DELIVERY SCHEDULE  
01/29/2014  
**Revised 02/26/2014**

DATE	DAY	ACTIVITY
12/13/13	Friday	Submit Original Phase 2 Fee Proposal
01/20/14	Monday	Meet with Engineering and Users to Confirm Project Scope and Discuss Fees
01/29/14	Wednesday	Submit Proposed Project Delivery Schedule
03/25/14	Tuesday	Receive Contract, Purchase Order and Authorization to Proceed
05/23/14	Friday	Submit Pre-Final Project Documents
06/27/14	Friday	Pre-Final Review Meeting
07/11/14	Friday	Submit Final Documents
08/08/14	Friday	Final Review Meeting
09/11/14	Thursday	Issue Final Plans/Specs for JOC RFP
10/09/14	Thursday	Approve JOC Contract
12/11/14	Thursday	Issue JOC Notice to Proceed
05/29/15	Friday	Construction Complete

**Fleet Maintenance Heavy Equipment Shop Roof  
 Project No. E12113  
 Bond Issue 2012  
 Summary of Fees**

		<b>ORIGINAL CONTRACT</b>	<b>AMEND. NO. 1</b>	<b>TOTAL FEE</b>
<b>Basic Services Fees</b>				
1	Preliminary Phase	\$24,450.00	\$0.00	\$24,450.00
2	Design Phase	0.00	23,180.00	23,180.00
3	JOC RFP Phase	0.00	1,200.00	1,200.00
<b>Subtotal Basic Services</b>		<b>24,450.00</b>	<b>24,380.00</b>	<b>48,830.00</b>
<b>Additional Services</b>				
1	Windstorm Certification	0.00	4,640.00	4,640.00
2	Construction Observation (Project Representation)	0.00	4,800.00	4,800.00
3	Warranty Phase	0.00	800.00	800.00
<b>Subtotal Additional Services</b>		<b>0.00</b>	<b>10,240.00</b>	<b>10,240.00</b>
<b>Total Fee</b>		<b>\$24,450.00</b>	<b>\$34,620.00</b>	<b>\$59,070.00</b>
		Admin Approval 04/10/13	M2014-_____ 03/25/14	

**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
<b>Basic Services:</b>								
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%
<b>Additional Services:</b>								
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%
<b>Summary of Fees</b>								
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%
<b>Total of Fees</b>	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%

**EXHIBIT "D"**  
**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
<b>30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates</b>	<b>Bodily Injury &amp; Property Damage Per occurrence - aggregate</b>
<b>COMMERCIAL GENERAL LIABILITY</b> including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	<b>\$1,000,000 COMBINED SINGLE LIMIT</b>
<b>AUTOMOBILE LIABILITY</b> to included 1. Owned vehicles 2.. Hired – Non-owned vehicles	<b>\$1,000,000 COMBINED SINGLE LIMIT</b>
<b>PROFESSIONAL LIABILITY</b> including: Coverage provided shall cover all employees, officers, directors and agents 1. Errors and Omissions	<b>\$1,000,000 per claim / \$2,000,000 aggregate</b> (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
<b>WORKERS' COMPENSATION</b>	Which Complies with the Texas Workers Compensation Act
<b>EMPLOYERS' LIABILITY</b>	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.**



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:** Solka Nava Torno

**P. O. BOX:** \_\_\_\_\_

**STREET ADDRESS:** 6262 Weber Road, Suite 310 **CITY:** Corpus Christi **ZIP:** 78413

**FIRM IS:** 1. Corporation  2. Partnership  3. Sole Owner   
4. Association  5. Other  LLC

### 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)
<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	Board, Commission or Committee
<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:** Glen Ray Torno **Title:** A. I. A.  
(Type or Print)  
**Signature of Certifying Person:**  **Date:** 02/20/14

**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.