

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

The City of Corpus Christi, Texas, hereinafter called "CITY," and **NAISMITH ENGINEERING, INC.**, hereinafter called "ENGINEER," agree to the following amendment to the MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES as authorized and administratively amended by:

Original Contract	September 22, 2015	Motion No. M2015-103	\$162,240.00
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EXHIBIT A, shall be modified to include additional services.


ARTICLE II, COMPENSATION shall be modified as shown in the attached Exhibit A for an additional fee not to exceed \$81,120.00 (in figures) Eighty One Thousand One Hundred Twenty Dollars and Zero Cents (in words) for a total restated fee not to exceed \$243,360.00 (in figures) Two Hundred Forty Three Thousand Three Hundred Sixty Dollars and Zero Cents (in words).

All other terms and conditions of the September 22, 2015 contract between the "CITY" and "ENGINEER" and of any amendments to that contract which are not specifically addressed herein shall remain in full force and effect.

CITY OF CORPUS CHRISTI

J.H. Edmonds, P.E.
Director of Engineering Services

NAISMITH ENGINEERING, INC.

 09/25/2016

Grant A. Jackson, P.E. Date
4501 Gollihar Road
Corpus Christi, TX 78411
(361) 814-9900 Office
(361) 814-4401 Fax
gjackson@naismith-engineering.com

APPROVED AS TO FORM

Legal Department Date

APPROVED AS TO FUNDING ONLY

Office of Mgmt and Budget Date



NaismithEngineering,Inc

ARCHITECTURE ■ ENGINEERING ■ ENVIRONMENTAL ■ SURVEYING

TBPE FIRM NO. F-355

ESTABLISHED 1949

TBPLS No. F-100395-00

OVER 60 YEARS OF ENGINEERING EXCELLENCE

August 17, 2016

Jeff. H. Edmonds, PE
Director of Engineering Services
City of Corpus Christi
P.O. Box 9277
Corpus Christi, TX 78469-9277

**SUBJECT: Project Management Assistance – Engineering Services
Amendment 1 to MSA**

Dear Mr. Edmonds:

NEI is pleased to offer this proposal, Amendment 1, to provide project management assistance to the Engineering Services Department. As requested by the City, NEI is proposing to provide a senior project manager for up to two (2) six month periods.

The assistance will be provided by Mrs. Melanie Gavlik, PE, for an initial period of twenty six (26) weeks for twenty four (24) hours per week, for a total of 624 hours. The hourly rate for these services would be \$130, for a total of \$81,120.00.

We would consider extending an additional 26 weeks for an additional amount of \$81,120.00. This would bring the total value of Amendment 1 to \$162,240.00, to be authorized in two phases and a total restated contract value of \$324,480.00

NEI is in discussions with another individual to provide an additional project manager to the City at the same rate above. If those discussions are successful, we will submit a supplemental proposal.

We thank you for your consideration. Attached please find Exhibit A, which includes a summary of fees and schedule.

Should you have any questions, please do not hesitate to call.

Very Truly Yours,

NAISMITH ENGINEERING, INC.

Grant A. Jackson, P.E.
Vice President

Z:\9499 City Of Corpus Christi Staff Augmentation\CP-PM_Assistance-2016-07.Docx

EXHIBIT "A"
CITY OF CORPUS CHRISTI, TEXAS

**AMENDMENT 1 TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES FOR
PROJECT MANAGEMENT ASSISTANCE TO ENGINEERING SERVICES DEPARTMENT**

I. SCOPE OF SERVICES

1. SPECIAL SERVICES

1. **Project Management Assistance.** The Architect/Engineer-A/E (also referred to as Consultant) will provide a professional engineer to serve as a project manager on various City projects for the Engineering Services Department. Anticipated tasks will include the following:
- a) Review and track project status and budgets and provide periodic project updates to the Engineering Services Department and others (as directed) departments/personnel within the City.
 - b) Correspond and conduct meetings with the City's Consultants on various City projects, provided requested record drawings/information from City records, and develop City comments on Consultant work products.
 - c) Coordinate meetings and review comments with City Consultants and Operating Departments on City Projects.
 - d) Attend Public Meetings associated with City Projects.
 - e) Review City Consultant Monthly Status Reports on City projects.
 - f) Other project management tasks, as assigned by the Director of Engineering Services.

The individual professional engineer shall be approved by the Director of Engineering Services and may only be changed with the written authorization of the Director of Engineering Services. The Director will not unreasonably withhold or condition such approval.

II. SCHEDULE

Date	Activity
Hourly at \$130.00 for 24 hours for a total of 26 weeks \$81,120.00 An additional 26 weeks for a total of \$162,240.00	CAPITAL PROGRAMS PROJECT MANAGEMENT ASSISTANCE

III. FEES

1. **Fee for Special Services.** The City will pay the A/E a fixed hourly fee for providing for all "Special Services" authorized as per the table below. The fees for Special Services will not exceed those identified and will be full and total compensation for all services outlined in Section I.A.1 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 records (and with City's concurrence)

of the hour of services actually completed at the time of billing. City will make prompt monthly payments in response to A/E's monthly statements.

Summary of Fees

Special Services Fees		
Description	Original MSA	Amendment 1
1. Project Management Assistance	\$162,240.00	\$162,240.00
Subtotal Special Services Fees		
Total Authorized Fee		\$324,480.00

PROJECT NAME
Project No. EXXXX
Invoice No. 12345
Invoice Date:

Basic Services:

Preliminary Phase
Design Phase
Bid Phase
Report Phase
Construction Phase
Subtotal Basic Services

Additional Services:

Permitting
Warranty Phase
Inspection
Platting Survey
Reporting
O & M Manuals
SCADA
Subtotal Additional Services

Summary of Fees

Basic Services Fees
Additional Services Fees
Total of Fees

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	0	0	0	0	\$0	0	0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	TBD	TBD	TBD	TBD	TBD	TBD	0	0%
	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	0	0	0	0	0	0	0	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%

EXHIBIT C

Insurance Requirements

Staff Augmentation Contracts

1.1 Consultant must not commence work under this agreement until all required insurance 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.

1.2 Consultant must furnish to the Director of Engineering Services with the signed agreement a copy of Certificates of Insurance (COI) 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 COI. Project name and or number must be listed in Description Box of COI.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	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	\$500,000 Combined Single Limit

WORKERS' COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory
Employer's Liability	\$500,000 /\$500,000 /\$500,000

1.3 In the event of accidents of any kind related to this agreement, Consultant must furnish the City with copies of all reports of any accidents within 10 days of the accident.

1.4 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.

1.5 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. **Consultant is required to provide City with renewal Certificates.**

1.6 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 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: Engineering Services
P.O. Box 9277
Corpus Christi, TX 78469-9277

1.7 **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:**

1.7.1 List the City and its officers, officials, employees and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;

- 1.7.2 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;
- 1.7.3 Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- 1.7.4 Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 1.8 Within five (5) calendar days of a suspension, cancellation or non-renewal 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.
- 1.9 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 remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- 1.10 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 agreement.
- 1.11 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 agreement.
- 1.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.



City of
Corpus
Christi

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, Inc.

P. O. BOX: N/A

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
None

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
None

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

Wilfredo Rivera, Jr.

Transportation Advisory Commission

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
None

Consultant

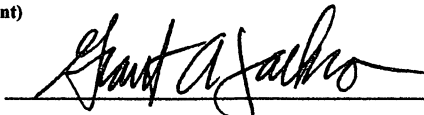
FILING REQUIREMENTS

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: Grant Jackson, P.E. **Title:** Vice President
(Type or Print)

Signature of Certifying Person:  **Date:** 08/17/2016

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Naismith Engineering, Inc.
Corpus Christi, TX United States

Certificate Number:
2016-104511

Date Filed:
08/25/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corpus Christi, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

M2015-103
Project management assistance - engineering services for staff augmentation.

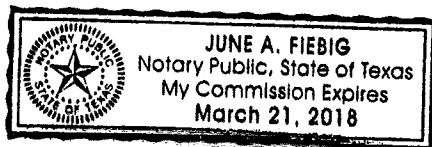
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Thompson, Craig	Corpus Christi, TX United States	X	
	Rivera, Wilfredo	Corpus Christi, TX United States	X	
	Underbrink, David	Corpus Christi, TX United States	X	
	Michael, John	Corpus Christi, TX United States	X	
	Jackson, Grant	Corpus Christi, TX United States	X	

5 Check only if there is NO Interested Party.

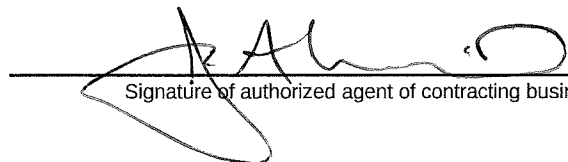
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6 AFFIDAVIT

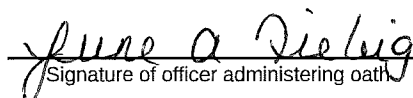
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE


Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said JOHN A. MICHAEL, this the 25th day of AUGUST, 2016, to certify which, witness my hand and seal of office.


Signature of officer administering oath

JUNE A. FIEBIG
Printed name of officer administering oath

NOTARY
Title of officer administering oath