

ESTABLISHED 1949

OVER 60 YEARS OF ENGINEERING EXCELLENCE

June 19, 2015

Jonny F. Hipp Administrator/Chief Executive Officer Nueces County Hospital District 555 North Carancahua, Ste. 950 Corpus Christi, Texas 78401-0835 JUN 2 2 2015
NCHD-ADMINISTRATION

Re: Temporary Letter Agreement for Owner Representative Services: Christus Spohn Health System Plans for Memorial Corpus including Construction of a new Ambulatory Health Center

Dear Mr. Hipp:

Naismith Engineering Inc., (NEI) appreciates the opportunity to assist the Nueces County Hospital District (NCHD) with Owner Representative Services related to future Christus Spohn Health System Corporation (CSHS) activities planned for the NCHD Memorial Campus site, including construction of a new Ambulatory Health Center and eventual removal of the buildings and infrastructure located on the campus site.

NEI's work effort will include a review of Plans and Specifications prepared by CSHS, coordinating and inspection services during construction and demolition activities and review of future land use considerations for the future use of the Memorial Campus. NEI's Scope will include review of available documents, meetings with CSHS and NCHD representatives and their consultants, site visits, attendance at construction meetings, and preparation of monthly update project reports. NEI proposes to perform this work on an hourly basis for a fee not to exceed five thousand dollars (\$5,000) per month in accordance with the attached hourly rate schedule.

Furthermore, NEI agrees to the following terms as requested by the NCHD:

- 1. This Temporary Letter Agreement shall commence June 9, 2015 and terminate July 31, 2015. This Letter Agreement may be terminated by NCHD for reasons of its own and not subject to the mutual consent of NEI upon not less than thirty (30) calendar days written notice to NEI.
- 2. NEI shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:
 - a. Workers' Compensation, endorsed with a waiver of subrogation in favor of NCHD in the amount of the statutory obligations imposed under the Texas Workers' Compensation Law ("Statutory Texas").

Jonny Hipp Nueces County Hospital District June 19, 2015 Page 2



- b. Commercial General Liability, endorsed with NCHD as an additional insured and endorsed with a waiver of subrogation in favor of NCHD, in limits of liability not less than one million dollars (\$1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- c. Texas Business Automobile Policy, any automobile endorsed with NCHD as an additional insured and endorsed with a waiver of subrogation in favor of NCHD, in limits of liability not less than two hundred fifty thousand dollars (\$250,000) each person for bodily injury, five hundred thousand dollars (\$500,000) each person for bodily injury, and one hundred thousand dollars (\$100,000) each occurrence for property damage.
- d. Professional Liability in limits of one million dollars (\$1,000,000) each occurrence and in the aggregate.

The respective insurers above shall give NCHD thirty (30) days written notice prior to cancellation, material revision, or intention not to renew have been submitted to NCHD.

Once again, NEI appreciates the opportunity to assist NCHD with this assignment and if you have any questions and/or comments please feel free to contact me at 814-9900 or my cell 816-3700 any time. When you are ready to proceed please sign this correspondence and send back to me and we will get started.

Sincerely,

NAISMITH ENGINEERING, INC.

John A Michael, P.E.
Principal/Project Engineer

JAM/jaf

AGREED TO AND ACCEPTED BY:

- In A

Title: /td/minishector/C

Date: 6/22/2015

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RATE SCHEDULE

Effective January 1, 2013

Labor Category	Hourly Rate
Principal	\$225.00
Associate	\$200.00
Sr. Project Architect/Engineer/Manager/Scientist/Surveyor	\$175.00
Project Architect/Engineer/Manager/Scientist/Surveyor V	\$150.00
Project Architect/Engineer/Manager/Scientist/Surveyor IV	\$140.00
Project Architect/Engineer/Manager/Sclentist/Surveyor III	\$130.00
Project Architect/Engineer/Manager/Scientist/Surveyor II	\$115.00
Project Architect/Engineer/Manager/Scientist/Surveyor I	\$100.00
Engineering/Architectural/Surveying Assistant, Environmental Scientist IV	\$110.00
Engineering/Architectural/Surveying Assistant, Environmental Scientist III	\$100.00
Engineering/Architectural/SurveyIng Assistant, Environmental Scientist II	\$90.00
Engineering/Architectural/Surveying Assistant, Environmental Scientist I	\$80.00
Technician/Designer iV	\$90.00
Technician/Designer III	\$90.00
Technician/Designer il	\$80.00
Technician/Designer I	\$70.00
Drafter IV	\$80.00
Drafter III	\$70.00
Drafter II	\$60.00
Drafter I	\$50.00
Party Chief II	\$60.00
Party Chief I	\$50.00
Instrument Person	\$45.00
Rodperson	\$40.00
Administrator	\$80.00
Systems Administrator	\$75.00
Administrative Assistant V	\$70.00
Administrative Assistant IV	\$60.00
Administrative Assistant III	\$50.00
Administrative Assistant II	\$40.00
Administrative Assistant I	\$35.00
CADD	\$20.00
GPS .	\$55.00
Truck & Equipment (Environmental and Surveying)	\$25.00
Three-person Survey Crew	\$170.00
Two-person Survey Crew	\$130.00

Expenses

Mileage for NEI Company vehicles will be billed at \$0.65 per mile, from the NEI project office, portal to portal.

All other expenses will be charged at cost plus an administrative mark-up of ten percent (10%). \\NEI-ACCT12\Accounting\Rate_Sheets\NEI-Rates-2013-01-01.docx

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