

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

The City of Corpus Christi, Texas hereinafter called "CITY", and **NRG Engineering** hereinafter called "ENGINEER" agree to the following amendment to the Contract for Professional Services for **Corpus Christi Police Department Building Repair/Replacement (Project No. E14080)**, as authorized and amended by:

Original Small A/E Agreement	January 20, 2015	Administrative Approval	\$6,200.00
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Exhibit "A", Section I. Scope of Services, shall be amended to provide Phase 2 Improvements as specified below.

- **Fire Protection Improvements**
 - Remove and replace existing Halon tanks with new tanks
 - Remove and replace existing fire detection and alarm system with new advanced components
 - Remove and replace domestic water pumps
 - Install new dedicated electrical service for existing fire pump and associated controller

Exhibit "A", Section III. Fees, shall be amended as specified in Amendment No. 1, Exhibit "B" for a revised fee not to exceed **\$48,880.00 (Forty Eight Thousand Eight Hundred Eighty Dollars and Zero Cents)**, for a total restated fee not to exceed **\$55,080.00 (Fifty Five Thousand Eighty Dollars and Zero Cents)**. Monthly invoices shall be submitted in accordance with Exhibit "C".

ENGINEER agrees to the mandatory contract indemnification and insurance requirements as set forth in Exhibit "D".

All other terms and conditions of the January 20, 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

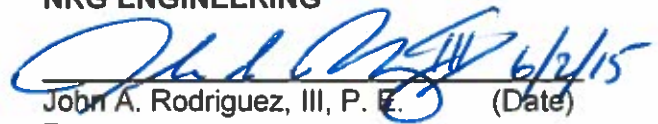
Valerie H. Gray, P. E., (Date)
Executive Director of Public Works

RECOMMENDED

Carlos Gonzalez, (Date)
Director of Facilities

Mike Markle, (Date)
Interim Chief of Police

NRG ENGINEERING



John A. Rodriguez, III, P. E. (Date)
Partner
5656 S. Staples, Suite 360
Corpus Christi, TX 78411
(361) 852-2727 Office
(361) 852-2922 Fax

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

APPROVED

Office of Management and Budget (Date)

ATTEST

Rebecca Huerta, City Secretary

Project No: E14080
Accounting Unit: 5115-40300-191
Account: 550030
Activity: E14080 01 5115 EXP
Account Category: 50030
Fund Name: Facility & Prop Mg Fund



5656 S. Staples, Suite 360
Corpus Christi, TX 78411
361/852-2727 FX: 361/852-2922
TX Firm Registration No. F-005318

May 14, 2015

Letter of Interest

Jiangang (Daniel) Deng, P.E.
Project Manager - Capital Programs
City of Corpus Christi
1201 Leopard Street
Corpus Christi, Texas 78401

SUBJECT: RFP – Corpus Christi Police Station Phase 2 – Fire Protection and Building Improvements

Dear Mr. Deng:

NRG Engineering is pleased to respond to the City of Corpus Christi's (City) Request For Proposals (RFP) for services required to complete the Engineering for the above referenced project.

It is our understanding that the City intends to acquire engineering services for this project in the Capital Programs Department from the most qualified, experienced firm. The contracted firm will be responsible for the complete scope of work which is presented in the RFP.

The NRG Engineering team will include the following:

- Sean Rodriguez, P.E. – Engineer of Record – Phone Number 361-852-2727 Ext 302
- John Rodriguez, P.E. – Project Manager – Phone Number 361.852.2727 Ext 301
- Clark Hudson – Senior Design Technician – Phone Number 361.852.2727 Ext 305
- Martin Villarreal – CAD Technician
- Kathy Rodriguez – Administrative Support – Phone Number 361.852.2727 Ext 300

NRG Engineering has completed numerous projects that are related to the scope of work that is outlined in the RFP. Several of these projects include:

- Christas Spohn Memorial Hospital Fire Protection Improvements
- Riviera ISD District Wide Fire Alarm Improvements

On behalf of our entire staff, we want to thank you for considering NRG Engineering. Please contact us at (361) 852-2727 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'John A. Rodriguez III', is written over the word 'Sincerely,'.

John A. Rodriguez III, P.E.
President



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Exhibit A - PRICE PROPOSAL FORM

Request for Design Proposal for the
 Corpus Christi Police Station Phase 2 – Fire Protection and Building Improvements
 Corpus Christi, TX

The following fees must be filled-in for this proposal to be acceptable:

2.2.1 Redraw Existing floor plans	_____ \$10,000.00 _____	Lump Sum Price
2.2.2 Phase 2 – Construction Documents	_____ \$28,080.00 _____	Lump Sum Price
2.2.3 Bid Phase	_____ \$1,500.00 _____	Lump Sum Price
2.2.4 Construction Phase	_____ \$9,300.00 _____	Lump Sum Price
TOTAL FEE for ALL Phases Above	_____ \$48,880.00 _____	Lump Sum Price

Authorized signature for Lump Sum Pricing:

 5/14/2015
 Signature Date

John A. Rodriguez - President
 Print Name Title

5656 S. Staples, #360
 Address

Corpus Christi, TX 78411
 City State Zip Code

361-852-2727 ext 301
 Telephone

jrod@nrgcc.com
 Email



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Scope of Services

Re: Corpus Christi Police Station Phase 2 – Fire Protection and Building Improvements

Phase 2 – Fire Protection improvements includes the following:

Task #1 – Design the replacement of the existing IT Fire Suppression System (Halon 1301) tanks.

- Redraw existing floor plans
- Identify location of existing tanks to be replaced
- Specify replacement tanks
- Specify testing, training, and warrantee requirements

Task #2 – Design the replacement of the existing Fire Detection and Alarm System

- Redraw existing floor plans
- Identify location of existing devices
- Design new Fire Detection and Alarm system
- Specify new equipment
- Specify testing, training, and warrantee requirements

Task #3 – Develop specifications and scope of work for testing and preventative maintenance for the existing Fire Sprinkler system

- Redraw existing floor plans
- Identify locations where new sprinkler heads are required
- Specify cleaning and replacement requirements for the existing system
- Specify testing, training, and warrantee requirements

Phase 2 – Building improvements includes the following:

Task #4 – Design the replacement of the existing Domestic Water Pumps

- Redraw existing floor plans
- Identify location of domestic water pumps to be replaced
- Design new control panel for domestic water pumps
- Specify testing, training, and warrantee requirements

Task #5 – Design of new dedicated electrical service for existing Fire Pump and associated controller.

- Redraw existing floor plans
- Identify location of existing electric service, fire pump, generator, transfer switch, and panels
- Design new electric service for fire pump.
- Design new feeder requirements for Fire pump.
- Design new transfer switch and panels for service and alternate service to fire pump.
- Specify new materials for said task #5
- Specify testing, training, and warrantee requirements

Note: City shall provide hard copies of existing shop drawings related to the existing systems identified in the tasks above. City shall also provide electronic copies of all floor plans and previous design drawings in AutoCAD format. NRG Engineering's scope of services includes the recreation and/or the redrawing of floor plans and system drawings should building drawings not be provided in AutoCAD format.



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Work Phase Schedule

Re: Corpus Christi Police Station Phase 2 – Fire Protection and Building Improvements

Phase 2 – Redraw Existing Backgrounds	35 Calendar days from Notice to Proceed
Phase 2 – Construction Documents	120 Calendar days from Notice to Proceed

Corpus Christi Police Department (CCPD)
Building Repair/Replacement
Project No. E14080
SUMMARY OF FEES

		Original Contract	Amend. No. 1	Total
BASIC SERVICES				
1	Preliminary Phase	\$6,200.00	\$0.00	\$6,200.00
2	Design Phase	0.00	38,080.00	38,080.00
3	Bid Phase	0.00	1,500.00	1,500.00
4	Construction Phase	0.00	9,300.00	9,300.00
Subtotal Basic Services		6,200.00	48,880.00	55,080.00
TOTAL FEE		\$6,200.00	\$48,880.00	\$55,080.00
		01/20/15 Admin Approval	Motion 2015-	

COMPLETE PROJECT NAME

Project No. XXXX

Invoice No. 12345

Invoice Date:

	Contract	Amd No. 1	Amd No. 2	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%

EXHIBIT "D"

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) Employer's Liability	Statutory \$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 ("Indemnitee") 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 Indemnitee 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.

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: NRG Engineering

P. O. BOX: _____

STREET ADDRESS: 5656 S. Staples, #360 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)
None	
_____	_____
_____	_____
_____	_____

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
None	
_____	_____
_____	_____
_____	_____

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
None	
_____	_____
_____	_____
_____	_____

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
None	
_____	_____
_____	_____
_____	_____

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: John A. Rodriguez Title: Managing Partner
(Type or Print)

Signature of Certifying Person:  Date: 4/21/15

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.