

**CONTRACT  
for  
Architect/Engineer Consultant Services**

This AGREEMENT is between the City of Corpus Christi, Texas, a Texas home-rule municipal corporation, "CITY", acting through its duly authorized City Manager or designee ("CITY ENGINEER"), and Russ Berger Design Group, Inc., a Texas corporation, acting through its duly authorized representative who is Russ Berger, FASA, President "CONSULTANT", which agree as follows:

1. **DECLARATIONS.** "CITY" desires to engage "CONSULTANT" to provide services in connection with City's project, described as follows: City of Corpus Christi Municipal Communication Studio Facility Renovation (Project No. E13144) "PROJECT".

2. **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".

3. **FEE.** The "CITY" agrees to pay the "CONSULTANT" for services provided in accordance with Exhibit "A", Scope of Services, and Fee under this CONTRACT, a total fee not to exceed \$59,300.00 (in figures), (Fifty Nine Thousand Three Hundred Dollars and Zero Cents) (in words). Monthly invoices will be submitted in accordance with Exhibit "B".

4. **INDEMNIFICATION AND HOLD HARMLESS.** The "CONSULTANT" agrees to indemnify, save harmless and defend the "CITY", and it's agents, servants, and employees as more fully set forth in Exhibit "C".

**CITY OF CORPUS CHRISTI**

**RUSS BERGER DESIGN GROUP, INC.**

\_\_\_\_\_  
Natasha Fudge, P. E. (Date)  
Acting Director of Capital Programs

\_\_\_\_\_  
Russ Berger, FASA, (Date)  
President  
4006 Belt Line Road, Suite 160  
Addison, TX 75001-5802  
(972) 661-5222 Office  
(972) 934-3935 Fax

**RECOMMENDED**

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

**APPROVED**

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

**ATTEST**

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

Project Number: E13144  
Fund Source No: 1031-14676-550010  
Fund Source Name: Public, Educ & Gov Cable  
Encumbrance Number: \_\_\_\_\_



May 9, 2014

Natasha Fudge, P.E.  
Acting Director of Capital Programs  
Department of Capital Programs  
City of Corpus Christi  
1201 Leopard Street  
Corpus Christi, TX 78401

Subject: **Proposal For Professional Services  
Acoustical Consulting and Architectural Design  
For The City of Corpus Christi Municipal Communication Studio  
Facility Renovation – Project number: E13144**

Dear Ms. Fudge:

We are pleased to present this revised proposal for acoustical, mechanical, electrical, and plumbing consulting and architectural design services regarding the City of Corpus Christi Municipal Communication Studio (MCS) renovation project, for use by the Public Communication Department for the City of Corpus Christi. We have based the proposed scope of our efforts on our meeting with Kim Womack and tour of the 1201 Leopard Street existing facilities and the new basement site.

#### **SCOPE OF PROJECT**

The consulting services described in this proposal are intended to help you create the new MCS facility in existing basement space. Our services apply to the MCS facilities within this area, which are comprised of control rooms, edit suites, a shooting stage, production rooms, office areas and associated support areas. Specifically excluded from our contract are technical electronic production systems.

The inherent structural limitations of the existing construction and the problematic acoustical nature of the room's volume and shape are not ideal for a broadcast technical facility of this kind. However, every attempt will be made to overcome these limitations and to maximize the acoustical performance of the space within the given constraints.

#### **DESCRIPTION OF SERVICES**

The consulting services for this project will be provided in four phases: Program Confirmation and Schematic Design, Design Development, Construction Documents, and Construction Coordination.



## PHASE I – PROGRAM CONFIRMATION AND SCHEMATIC DESIGN

In discussions with you, Kim, and key staff, we will reconfirm the objectives of this project with regard to design intent, budget, and schedule.

We will develop an informal program for the renovation, which will define and describe each room's intended use, size, acoustical criteria, and the general acoustical, technical, and functional requirements that affect their architectural design.

We will assist in the preparation of construction cost estimates and schedules.

We will develop a space plan and functional layout for the MCS facility. This space plan will indicate the size, shape, and orientation of the technical spaces, their relation to each other, and their relation to the non-technical and public spaces in the facility.

We will discuss the general construction concepts that are required for a facility of this type, and their impact on a building renovation and new interior construction.

## PHASE II - DESIGN DEVELOPMENT

Following approval of the space plan and general design concepts, we will begin design development for the MCS facility. Our efforts will take the form of letters, reports, drawings, telephone conversations, and meetings.

We will issue general guideline recommendations regarding the engineering of HVAC and mechanical systems noise control; technical power and grounding systems; and special acoustical systems, products, and applications.

We will provide design development drawings of the MCS suite to you for review and coordination with other design efforts. These drawings may include the following:

- site plan
- vicinity map
- floor plans
- furniture plans/selection
- interior elevations/sections
- building sections
- location of walls, doors, and windows
- door/window schedules
- reflected ceiling plans and details
- acoustical finishes
- special floor systems
- sound-rated door systems
- partition sections
- critical plan details
- acoustical glazing details



- sound isolation ceiling systems
- special acoustical systems
- interior finish schedules
- special interior details
- architectural lighting
- millwork/millwork details
- mechanical, electrical, and plumbing

We will review and coordinate technical wire management systems for the MCS suite generated by other members of the design team.

We will identify items that might affect the project schedule, budget, or quality, and recommend appropriate solutions.

### PHASE III - CONSTRUCTION DOCUMENTS

Based on the approved design development documents, we will generate construction documents for the MCS facility renovation for coordination with other design efforts and the submittal of building permits.

These construction documents will include drawings, specifications, and contract requirements suitable for competitive bid or negotiated construction in accordance with city standards and front end documents.

### PHASE IV – BID PHASE SERVICES

We will attend the pre-bid meeting and the bid opening. We will review and prepare responses to RFI's. We will prepare addenda as needed for the project execution. We will prepare a bid evaluation and provide a written recommendation to the City.

### PHASE V - CONSTRUCTION COORDINATION

We will review and approve pertinent submittals, shop drawings, materials, and construction techniques to ensure that they meet the design intent of the contract documents.

During construction, we will make on-site observations and attend construction meetings as requested to ensure that the quality and progress of the work is maintained in accordance with the design. Reports will be generated to identify deficiencies. Visits to the site will only be made with advance notice to you.

Any required design/redesign activities initiated during the construction phase as a result of inspections and meetings will be considered on a case-by-case basis and handled by amendment to this document.

We will provide final acceptance testing regarding the acoustical performance of the technical spaces. We will issue a document including the test results and observations, indicating whether the finished construction is in compliance with the acoustical specifications and fulfills the needs and requirements established in the facility program.

## EXCLUDED SERVICES

Services specifically excluded from the scope of this proposal include design and documentation of the following:

- Civil engineering
- Foundation
- Structural
- Waterproofing
- Code compliance review, expeditor's fees and permits
- Technical Millwork
- Procurement or installation of equipment and systems

The scope of this proposal does not include civil or structural engineering consulting. However, our work will have an impact in these areas, and close coordination and communications will be maintained.

## COST CONTROL

Opinions of probable construction cost, feasibility studies, and financial evaluations of alternate solutions prepared by us will be on the basis of our experience and qualifications, and represent our best judgment as qualified design professionals. This proposal is based on the assumption that your construction budget for this project is estimated at \$550,000 to \$600,000.

However, we do not have control over the cost of labor, materials, equipment, or services furnished by others, or over market conditions or contractors' methods of determining their prices. An evaluation of your facility to be constructed or work to be performed will be speculative until completion of its detailed design. We do not guarantee that proposals, bids, or actual costs will not vary from opinions, estimates, or studies submitted by us.

## COMPENSATION

Russ Berger Design Group, Inc. will provide the Phase I through Phase V consulting services as described above for a fixed fee of \$59,300. We will invoice monthly on a percent complete basis for the work performed.

Mechanical, Electrical, and Plumbing consulting engineering and design services are included in the fees above.

The above fees include six trips for one person for meetings and site inspection. Any additional meetings or site trips will be handled on an hourly basis, exclusive of reimbursable expenses. Trips will only be made with your approval.

Reimbursable expenses are included in the fees noted above. These include expenses for travel, photography, plotting, printing, or report reproduction, instrumentation fees, shipping costs, and other materials or services necessary to the execution of the work.



Natasha Fudge, P.E.

- 5 -

May 9, 2014

We will not exceed these fees unless one of the following were to occur:

The program of the facility or its planned activities is expanded or made more complex than described.

The scope of our consulting services is increased by you. We will notify you prior to providing any work which we consider to be beyond the scope of this proposal.

A significant redesign of the facility or reselection of finishes and materials is undertaken after any of the drawing phases prior to construction have been approved.

The duration of our consulting services within the scope of this proposal exceeds 24 calendar months from the date of this proposal.

In any case, we will not invoice for fees in excess of the above amounts without your prior approval.

We look forward to working together with you, Kim and your staff on this project. If this proposal meets with your approval, please return a signed copy.

Best Regards,

RUSS BERGER DESIGN GROUP, INC.

Russ Berger, FASA  
President

REB:rb

cc: Kim Womack  
Jiangang (Daniel) Deng, P.E.

ACCEPTED: CITY OF CORPUS CHRISTI

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**COMPLETE PROJECT NAME**  
**Project No. XXXX**  
**Invoice No. 12345**  
**Invoice Date:**

	<b>Contract</b>	<b>Amd No. 1</b>	<b>Amd No. 2</b>	<b>Total Contract</b>	<b>Amount Invoiced</b>	<b>Previous Invoice</b>	<b>Total Invoice</b>	<b>Percent Complete</b>
<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%
<b>Subtotal Basic Services</b>	<b>\$6,000</b>	<b>\$1,000</b>	<b>\$1,250</b>	<b>\$8,250</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>30%</b>
<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%
<b>Subtotal Additional Services</b>	<b>\$2,000</b>	<b>\$1,120</b>	<b>\$1,627</b>	<b>\$4,747</b>	<b>\$500</b>	<b>\$0</b>	<b>\$500</b>	<b>11%</b>
<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>	<b>\$8,000</b>	<b>\$2,120</b>	<b>\$2,877</b>	<b>\$12,997</b>	<b>\$1,250</b>	<b>\$1,500</b>	<b>\$3,000</b>	<b>23%</b>

**EXHIBIT "C"**  
**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>	<b>Which Complies with the Texas Workers Compensation Act</b>
<b>EMPLOYERS' LIABILITY</b>	<b>500,000/500,000/500,000</b>



- 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: Russ Berger Design Group, Inc.

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

STREET ADDRESS: 406 Belt Line Road, Suite 160 CITY: Addison, TX ZIP: 75001

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)
_____	_____
_____	_____
_____	_____

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
_____	_____
_____	_____
_____	_____

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
_____	_____
_____	_____
_____	_____

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
_____	_____
_____	_____
_____	_____

### 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:** Russ Berger, FASA **Title:** President  
(Type or Print)

**Signature of Certifying Person:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### 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.