

**CITY OF CORPUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES**

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director of Engineering Services) and Coym, Rehmet & Gutierrez Engineering, L.P., a Texas partnership, 5656 South Staples Street, Suite 230, Corpus Christi, Nueces County, Texas, 78411, (Architect/Engineer – A/E), hereby agree as follows:

1. SCOPE OF PROJECT

City-Wide Collection System Replacement and Rehabilitation Indefinite Delivery/Indefinite Quantity Program (Project No. E12161) – This project consists of Wastewater Collection System improvements in the six (6) wastewater plant service basins. The scope of work includes, but is not limited to: rehabilitation and/or replacement of manholes, rehabilitation and/or replacement of gravity collection lines and/or force mains by pipe bursting, cured-in-place pipe, and/or open-cut method for lines up to 36-inches in diameter, gravity line point repairs, dewatering through well pointing, control of wastewater flows through bypass pumping, cleaning and televised inspection of conduits, as needed SWPPP/permit compliance(subsidiary), and temporary traffic controls. All work will be executed with multiple indefinite quantity delivery orders as required, in accordance with the plans, specifications, and contract documents and will be prepared by one of three Engineers depending on the basin where the work resides. The initial contract will be for a two (2) year (24-calendar months) base contract, with three (3) optional one (1) year (12-calendar month) extensions.

Delivery orders will be prepared by one of three (3) A/E's as follows:

WASTEWATER SERVICE BASINS	ENGINEER RESPONSIBLE FOR PREPARING DELIVERY ORDERS
1. ALLISON	URBAN ENGINEERING
2. BROADWAY	
3. GREENWOOD	LVN, INC.
4. OSO	
5. LAGUNA	COYM, REHMET & GUTIERREZ
6. WHITECAP	

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform professional services ~~necessary to review and prepare plans, specifications, and bid and contract documents~~ **described in Exhibit "A" and "A-1"**. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) and provide contract administration services, as described in **Exhibit "A" and "A-1"**, to complete the project. Work will not begin on Additional Services until requested by the A/E (provide breakdown

of costs, schedules), **and** written authorization is provided by the Director of Engineering Services.

A/E services will be "Services for Construction Projects"- (Basic Services for Construction Projects") which are shown and are in accordance with "Professional Engineering Services- A Guide to the Selection and Negotiation Process, 1993" a joint publication of the Consulting Engineer's Council of Texas and Texas Society of Professional Engineers. For purposes of this contract, certain services listed in this publication as Additional Services will be considered as Basic Services.

3. ORDER OF SERVICES

The A/E agrees to begin work on those authorized Basic Services for this contract upon receipt of the Notice to Proceed from the Director of Engineering Services. Work will not begin on any phase or any Additional Services until requested in writing by the A/E and written authorization is provided by the Director of Engineering Services. The anticipated schedule of the ~~preliminary phase, design phase, bid phase, and~~ construction phase is shown on **Exhibit "A"**. This schedule is not to be inclusive of all additional time that may be required for review by the City staff and may be amended by or with the concurrence of the Director of Engineering Services.

The Director of Engineering Services may direct the A/E to undertake additional services or tasks provided that no increase in fee is required. Services or tasks requiring an increase of fee will be mutually agreed and evidenced in writing as an amendment to this contract. A/E shall notify the City of Corpus Christi within three (3) days of notice if tasks requested requires an additional fee.

4. INDEMNITY AND INSURANCE

A/E agrees to the mandatory contract indemnification and insurance requirements as set forth in **Exhibit "B"**.

5. FEE

The City will pay the A/E a fee, as described in the **Compensation Table in Exhibit "A"**, for providing services authorized, a total fee not to exceed **\$120,880.00 (One Hundred Twenty Thousand Eight Hundred Eighty Dollars and Zero Cents.)** Monthly invoices will be submitted by A/E on a monthly basis based on percentage of project completion as defined in **Exhibit "A"**. Monthly invoices shall be submitted in accordance with **Exhibit "C"**.

6. TERMINATION OF CONTRACT

The City may, at any time, with or without cause, terminate this contract upon seven days written notice to the A/E at the address of record. In this event, the A/E will be compensated for its services on all stages authorized based upon A/E and City's estimate of the proportion of the total services actually completed at the time of termination.

7. LOCAL PARTICIPATION

The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy. The A/E agrees that at least 75% of the work described herein will be performed by a labor force residing within the Corpus Christi Metropolitan Statistical Area (MSA). Additionally, no more than 25% of the work described herein will be performed by a labor force residing outside the Corpus Christi Metropolitan Statistical Area (MSA.)

8. ASSIGNABILITY

The A/E will not assign, transfer or delegate any of its obligations or duties in this contract to any other person without the prior written consent of the City, except for routine duties delegated to personnel of the A/E staff. If the A/E is a partnership, then in the event of the termination of the partnership, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the A/E fee may be assigned in advance of receipt by the A/E without written consent of the City.

The City will not pay the fees of expert or technical assistance and consultants unless such employment, including the rate of compensation, has been approved in writing by the City.

9. OWNERSHIP OF DOCUMENTS

All documents including contract documents (plans and specifications), record drawings, contractor's field data, and submittal data will be the sole property of the City, may not be used again by the A/E without the express written consent of the Director of Engineering Services. However, the A/E may use standard details that are not specific to this project. The City agrees that any modification of the plans will be evidenced on the plans, and be signed and sealed by a professional engineer prior to re-use of modified plans.


10. DISCLOSURE OF INTEREST

A/E further agrees, in compliance with City of Corpus Christi Ordinance No. 17112, to complete, as part of this contract, the *Disclosure of Interests* form.

CITY OF CORPUS CHRISTI

COYM, REHMET GUTIERREZ
ENGINEERING, L.P.


Oscar R. Martinez, Date
Assistant City Manager

 1/25/13

J. Don Rehmet, P.E., Date
Principal

5656 South Staples Street
Corpus Christi, Texas 78411
361-991-8550 Office
361-993-7569 Fax

RECOMMENDED

 4/30/13

Daniel Biles, P.E., Date
Director of Engineering Services

Jose Manuel / 1-30-13
Operating Department Date

APPROVED AS TO FORM

Office of Management Date
and Budget

ATTEST

Armando Chapa, City Secretary

Project No. <u>E12161</u>
Fund Source No. <u>550950-4248-00000-E12161</u>
Fund Name: <u>Wastewater CIP</u>
Encumbrance No. _____

EXHIBIT "A"
CITY OF CORPUS CHRISTI, TEXAS

**CITY-WIDE COLLECTION SYSTEM REPLACEMENT AND REHABILITATION
INDEFINITE DELIVERY / INDEFINITE QUANTITY PROGRAM
PROJECT NO. E12161**

Delivery orders will be prepared by one of three (3) AE's as follows:

WASTEWATER SERVICE BASINS	ENGINEER RESPONSIBLE FOR PREPARING DELIVERY ORDERS
1. ALLISON	URBAN ENGINEERING
2. BROADWAY	
3. GREENWOOD	LNV, INC.
4. OSO	
5. LAGUNA	COYM, REHMET & GUTIERREZ
6. WHITECAP	

I. SCOPE OF SERVICES

A. Basic Services. (N/A)

- 1. Preliminary Phase. (N/A)**
- 2. Design Phase. (N/A)**
- 3. Bid Phase. (N/A)**
- 4. Construction Phase. The A/E will perform contract administration to include the following:**
 - a. Participate in pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements impacted the project.**
 - b. Review for conformance to contract documents, shop and working drawings, materials and other submittals.**
 - c. Review field and laboratory tests.**
 - d. Provide interpretations and clarifications of the contract documents for the contractor and authorize required changes, which do not affect the contractor's price and are not contrary to the general interest of the City under the contract.**
 - e. Make regular visits to the site of the Project to confer with the City project inspector and contractor to observe the general progress and quality of work, and to determine, in general, if the work is being done in accordance with the contract documents. This will not be confused with the project representative observation or continuous monitoring of the progress of construction.**
 - f. Prepare change orders as authorized by the City (coordinate with the City's construction division); provide interpretations and clarifications of the plans and specifications for the contractor and authorize minor changes which do not affect the contractor's price and are not contrary to the general interest of the City under the contract.**
 - g. Make final inspection with City staff and provide the City with a Certificate of Completion for the project.**

- ~~h. As applicable, review and assure compliance with plans and specifications, the preparation of operating and maintenance manuals (by the Contractor) for all equipment installed on this Project. These manuals will be in a "multimedia format" suitable for viewing with Microsoft's Internet Explorer, version 3.0. As a minimum the Introduction, Table of Contents, and Index will be in HTML (HyperText Markup Language) format, with HyperText links to the other parts of the manual. The remainder of the manual can be scanned images or a mixture of scanned images and text. Use the common formats for scanned images - GIF, TIFF, JPEG, etc.. Confirm before delivery of the manuals that all scanned image formats are compatible with the image viewing software available on the City's computer - Imaging for Win95 (Wang) and Microsoft Imaging Composer. Deliver the manuals on a CD-ROM, not on floppy disks.~~
- ~~i. Review construction "red-line" drawings, prepare record drawings of the Project as constructed (from the "red-line" drawings, inspection, and the contractor provided plans). and deliver to the Engineering Services a reproducible set and electronic file (AutoCAD r.14 or later) of the record drawings within two (2) months of final acceptance of the project. All drawings will be CADD drawn using dwg format in AutoCAD, and graphics data will be in dxf format with each layer being provided in a separate file. Attribute data will be provided in ASCII format in tabular form. All electronic data will be compatible with the City GIS system.~~

The City staff will:

- ~~a. Prepare applications/estimates for payments to contractor.~~
- b. Conduct the final acceptance inspection with the Engineer.

B. Additional Services (ALLOWANCE)

This section defines the scope (and ALLOWANCE) for compensation for additional services that may be included as part of this contract, but the A/E will not begin work on this section without specific written approval by the Director of Engineering Services. Fees for Additional Services are an allowance for potential services to be provided and will be **negotiated** by the Director of Engineering Services as required. The A/E will, with written authorization by the Director of Engineering Services, do the following:

1. **Topographic Survey.** A/E will provide field surveys, as required for design including the necessary control points (**up to 1 site**), coordinates and elevations of points (as required for the aerial mapping of the Project area - aerial photography to be provided by City). Establish base survey controls for line and elevation staking (not detailed setting of lines and grades for specific structures or facilities). All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 6, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. ~~Include reference to a minimum of two (2) found boundary monuments from the project area. A/E will submit individual parcel descriptions and survey plats to the City along with all title reports obtained in Section 2. A strip map showing all parcels required will be submitted along with parcel descriptions. The A/E will field mark and delineate all new right-of-way lines upon request of the City's Land Acquisition Division.~~

2. **Warranty Phase.** Provide a maintenance guaranty inspection toward the end of two (2) one-year periods after acceptance of the Project. Note defects requiring contractor action to maintain, repair, fix, restore, patch, or replace improvement under the maintenance guaranty terms of the contract. Document the condition and prepare a report for the City staff of the locations and conditions requiring action, with its recommendation for the method or action to best correct defective conditions and submit to City Staff. Complete the inspection and prepare the report no later than sixty (60) days prior to the end of the maintenance guaranty period.
- Provide the services above authorized in addition to those items shown on Exhibit "A-1" Task List, which provides supplemental description to Exhibit "A." *Note: The Exhibit "A-1" Task List does not supersede Exhibit "A."*

2. SCHEDULE

Day	Date	Activity
Tuesday	February 2013	Contract Award
Weekday	March 2013	Contractors NTP
Weekday	March 2015	Complete Construction

3. FEES

- A. **Fee for Basic Services.** The City will pay the A/E a fee for providing for all "Basic Services" authorized as per the table below. The fees for Basic Services will not exceed those identified and will be full and total compensation for all services outlined in Section I.A.1-4 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 in Section I.A.1-4, A/E will submit monthly statements for basic services rendered. ~~In Section I.A.1-3, the statement will be based upon A/E's estimate (and City concurrence) of the proportion of the total services actually completed at the time of billing. For services provided in Section I.A.4, the statement will be based upon the percent of completion of the construction contract.~~ City will make prompt monthly payments in response to A/E's monthly statements.

- B. Fee for Additional Services.** For services authorized by the Director of Engineering Services under Section I.B. "Additional Services," the City will pay the A/E a not-to-exceed fee as per the table below. **All additional service fees are unauthorized allowances requiring authorization by the Director of Engineering.**

Fees are based on the City's budget for the 6 service basins of \$5,500,000.00 (2-year Base Contract) with up to one-third (1/3) of work performed in any two (2) basins.

Summary of Fees

Basic Services Fees	
1. Preliminary Phase	N/A
2. Design Phase	N/A
3. Bid Phase	N/A
4. Construction Phase (See Fee Table)	\$112,500.00 ¹
Subtotal Basic Services Fees	\$112,500.00¹
Additional Services Fees (Allowance)	
1. Topographic Survey	\$3,080.00
2. Warranty Phase	\$5,300.00
Sub-Total Additional Services Fees Authorized	\$8,380.00
Total Authorized Fee	\$120,880.00

Note: 1. The fee depends on the value of the delivery orders issued. The following compensation table will be used to determine the fee;

COMPENSATION TABLE

<u>Construction Cost of Delivery Order</u>	<u>A/E Fee</u>
\$0 to \$30,000	\$3,750 (Flat Rate)
\$30,000 to \$100,000	10.0%
\$100,000 to \$150,000	6.25%
\$150,000 to \$250,000	5.5%
\$250,000 to \$350,000	5.0%
Over \$350,000	4.75%

If the average value for a delivery order is \$150,000 then the total basic services fee would be as follows;

$$\$5,500,000/3 = \$1,833,333 \text{ (available for each consultant)}$$

$$\# \text{ Delivery orders} = \$1,833,333/\$150,000 = 12$$

$$\text{Fee} = 12 \text{ orders} \times \$150,000 \times 6.25\% = \underline{\underline{\$112,500}}$$

If the orders packages are smaller the fee could end up being higher than is noted above.

EXHIBIT "A-1"
CITY OF CORPUS CHRISTI, TEXAS

**CITY-WIDE COLLECTION SYSTEM REPLACEMENT AND REHABILITATION
INDEFINITE DELIVERY / INDEFINITE QUANTITY PROGRAM
PROJECT NO. E12161**

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4. OSO	
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6. WHITECAP	

TASK LIST

BASIC SERVICES

1. Preliminary Phase (N/A)
2. Design Phase (N/A)
3. Bidding Phase (N/A)
4. Construction Phase –
Basic Construction Phase Services
 - a. Perform standard construction phase services for each delivery order as described in Exhibit "A". The Construction Phase fee will be billed as delivery order improvements are constructed at the rates shown in the table in Exhibit "A".

Deliver Orders

- a. Engineer will perform site visits, review video inspections, and meet with City to identify wastewater collection system issues and the possible rehabilitation options.
- b. Engineer will submit a "draft" version of each non-emergency delivery order for the City's review and comment prior to issuing the final delivery order.
- c. Delivery orders will include a short narrative of the expected work for each site, a site exhibit depicting work location, quantities, and rehabilitation methods, a utility base map identifying all known utilities in the area, an engineers estimate, and any other reference material that may aid the Contractor during construction including video inspection reports, City work orders, old plans, etc.
- d. The Delivery Order allowance will be billed at the rates shown in the table in Exhibit "A" as the final delivery orders are issued to the Contractor and are assumed to be limited to a max of 30 separate delivery order packets for the base 2-year contract.

The fee is based on the one-third (1/3) of the 2-Year base contract budget of \$5,500,000.00.

ADDITIONAL SERVICES

1. Topographic Survey

- a. Topographic survey is not anticipated to be needed on most deliver order sites, except where horizontal and/or vertical control is critical for the design and construction of the proposed improvements to avoid potential conflicts, and/or to confirm slopes, etc.
- b. The Topographic Survey allowance is based on one (1) 8-hr day of (2-man) field crew work and is sufficient for up to one (1) site.

2. Warranty Phase

- a. Engineer will prepare a list of all sites completed at the end of each 12-month period for the City and recommend acceptance of the sites and commencement of the warranty period. All listed sites will have the same completion date and warranty expiration date.
- b. Engineer will provide a warranty inspection of all sites toward the end of the 12-month period and generate a warranty items punch list.
- c. The Warranty Phase allowance is based on two (2) 12-month warranty periods.

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

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
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%



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: Coym, Rehmet & Gutierrez, L.P.

P. O. BOX: _____

STREET ADDRESS: 5656 South Staples St., Suite 230 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	Department (if known)	Job Title	and	City
<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	Committee	Board,	Commission	or
<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: Jeff Coym Title: Partner
(Type or Print)

Signature of Certifying Person:  Date: 1/3/13

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.