



**Service Agreement No. 1576
CITY OF CORPUS CHRISTI
AMENDMENT NO. 2 to the
CONTRACT FOR PROFESSIONAL SERVICES**

The City of Corpus Christi, Texas, hereinafter called "CITY," and **HAZEN AND SAWYER**, hereinafter called "CONSULTANT," agree to the following amendment to the Contract for Professional Services for O.N. Stevens WTP On-Site Hypochlorite Generation (A.K.A. Chlorine Storage and Handling Facilities Improvements), (Project E10144), as authorized and amended by:

Original Contract	March 6, 2018	Administrative Approval	\$49,500.00
Amendment No. 1	January 8, 2019	Motion No. M2019-002	\$914,100.00

IN THE ORIGINAL CONTRACT, EXHIBIT A, SCOPE OF SERVICES, shall be modified as shown in the attached Exhibit A.

IN THE ORIGINAL CONTRACT, COMPENSATION shall be modified as shown in the attached Exhibit A for an additional fee not to exceed **\$3,454,000.00** for a total revised fee not to exceed **\$4,417,600.00**.

All other terms and conditions of the March 6, 2018 contract between the "CITY" and "CONSULTANT" and of any amendments to that contract which are not specifically addressed herein shall remain in full force and effect.

CITY OF CORPUS CHRISTI

Jeff Edmonds, P.E. Date
Director of Engineering Services

HAZEN AND SAWYER

DocuSigned by:
Chamindra Dassanayake 2/7/2022
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Chamindra Dassanayake, Ph.D., P.E. Date
Vice President and Southwest Regional
Manager
8350 N. Central Expressway, Ste. 775
Dallas, Texas 75208
cdassanayake@hazenandsawyer.com

APPROVED AS TO FORM

DocuSigned by:
Janet Whitehead 2/7/2022
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Legal Department Date

_____ AUTHORIZED

BY COUNCIL _____

Rebecca Huerta
City Secretary

**EXHIBIT A
SCOPE OF WORK**

**CITY OF CORPUS CHRISTI
O. N. Stevens Water Treatment Plant Chlorine Storage and Handling
Facilities Improvements
CITY PROJECT NO. E10144**

PROJECT DESCRIPTION:

The CITY owns and operates the O.N. Stevens Water Treatment Plant (ONSWTP) that currently uses a chlorine gas system, originally installed in 1981, for disinfection. The chlorine gas system includes the 90-ton railcar storage area, gas measurement building, 1-ton container storage area, chlorine dioxide generation system, and eight (8) injection locations. Due to lack of redundancy, criticality of the process, safety concerns and anticipated future regulatory challenges associated with the use of chlorine gas railcars, the CITY of Corpus Christi (CITY) is replacing the chlorine gas system with an onsite generation system of sodium hypochlorite. The existing railcar facility, chlorine gas evaporation and feed equipment, 1-ton chlorine container storage area and associated piping will be demolished. The existing chlorine dioxide generator system that uses chlorine gas will be replaced with a new three chemical system that use sodium hypochlorite, sodium chlorite, and hydrochloric acid.

The purpose of this project is to design a new OSG system to replace the existing aging chlorine gas system. Hazen and Sawyer and its subconsultants (ENGINEER) will be responsible for the design of the following upgrades:

- Site preparation
- Access roads and utility improvements
- New OSG building
- New brine storage and containment facilities
- New sodium hypochlorite bulk storage and containment facilities
- New yard piping
- New power control room (PCR) facilities with transformers and switchgear
- New sodium hypochlorite feed pump building
- New chlorine dioxide system room and sodium chlorite storage and containment facilities
- New hydrochloric acid system storage and containment facilities
- Demolition of the existing chlorine gas railcar system

The proposed OSG facility will have the ability to generate up to 17,800 pounds per day (ppd) of 0.8% sodium hypochlorite, with the ability to expand to 22,100 ppd in the future. At completion of the project, ONSWTP will be one of the largest OSG facilities in the United States. The conversion from 90-ton chlorine gas railcars to OSG will greatly enhance the safety of the plant personnel and surrounding communities and reduce the risk and hazards associated with chlorine gas. As

such, design, and construction of an OSG facility of this size will be a complex, multidisciplinary effort. Keys to project success are describe in the tasks below and generally include:

- An engineering team of national experts paired with local consultants knowledgeable of ONSWTP
- Collaboration through design with the CITY of Corpus Christi and pre-selected OSG vendor including workshops and site visits
- Construction support through onsite project representatives and specialty disciplines
- Assistance with startup, integration of the new OSG system into the plant SCADA system, and development of process operations manuals
- Multiple startup phases to expedite the conversion from chlorine gas
- Operational flexibility to switch between OSG and bulk hypochlorite truck deliveries

Preliminary Design Services for this project was completed in November of 2019. This task included preparation of the Preliminary Engineering Report (PER), 30-percent drawings, project schedule, construction cost estimates, site survey, subsurface utility exploration, geotechnical site work and laboratory analysis, and OSG equipment pre-selection. Since this time the CITY has experienced unprecedented events including a worldwide pandemic and extreme winter weather that have stressed supply chains and resulted in greater volatility in chemical and material pricing. As such, the CITY requested that the “Planning-Level Assessment of the Chlorine Gas System” (submitted February 21, 2018) be updated to reflect updated chemical pricing and new project drivers. The resulting analysis is documented in the “ONSWTP Disinfection Alternatives Evaluation (2020)” and the 2021 update. Based on current market conditions, expected capital costs, and pricing volatility it was recommended to continue with the design of an OSG system. The previously developed 30-percent design will be reviewed to confirm assumptions and basis of design criteria as well as considerations for the changes in market conditions.

This contract amendment will include Task 2: Design Services, Task 3: Bid Phase Services, and Task 4: Construction Phase Services.

The project implementation strategy is to design sodium hypochlorite storage and feed systems and a vendor supplied on-site generation system under one design package for a single CONTRACTOR to complete all construction. The benefit of this strategy is that the bid package will be tailored towards a single OSG system vendor, preselected by the CITY prior to beginning of design phase.

The construction will be completed in two phases: 1.) Construction Phase 1 - the CONTRACTOR will construct and start-up the sodium hypochlorite storage and feed system and decommission the chlorine gas system, and 2.) Construction Phase 2 - the CONTRACTOR will construct and commission the OSG system and all other facilities and after successful start-up of the OSG facilities will demolish the existing chlorine gas system.

SCOPE OF SERVICES

Basic Services

1. Preliminary Design Services (Completed in 2019)

2. Design Phase Services

2.1 Project Progress Meetings and Minutes

ENGINEER will coordinate regular progress meetings. These meetings shall be used to coordinate ongoing issues, discuss project status and obtain input from the CITY. ENGINEER will prepare meeting agendas prior to each meeting and shall prepare draft meeting minutes within one week after each meeting and will finalize and distribute meeting minutes after review by the CITY's staff. The ENGINEER will prepare progress reports to support monthly invoicing.

Scope Item Assumptions:

- Meetings will be held at the Corpus Christi Utilities building or ONSWTP
- Utilities and Engineering Services Staff will attend progress meetings.
- ENGINEER's staff working on the project remotely will dial in by phone as necessary

Meetings:

- Five (5) two-hour progress meetings (monthly) with Utility and Engineering Services staff, including the Preliminary Design Phase Services task

Deliverables:

- Meeting agenda, sign-in sheet, and meeting minutes
- Project progress reporting and invoicing

2.2 Project Coordination

ENGINEER will coordinate:

- The work of all subconsultants, including the leading of meetings with subconsultants to coordinate completion of work and adherence to schedules.
- With the CITY's utilities staff for data requests and operations questions.
- Will coordinate with Engineering Services regarding historical document and drawings requests.
- Will coordinate with other on-going projects at ONSWTP.

The ENGINEER will provide the definition of project documentation and deliverables prior to the kick-off meeting, and the CITY and the ENGINEER will come to consensus on the level of detail for each submittal during the kick-off meeting. The ENGINEER will ensure project submittals are in accordance with the agreed upon deliverable level of detail. This effort will include:

- The ENGINEER will provide monthly progress reports and one-month look-ahead summaries with invoices
- The ENGINEER will develop and maintain an Action Items and Decisions Log.
- The ENGINEER will develop and maintain a Risk Register.
- The ENGINEER will develop and maintain a Submittals Tracking Log.

Meetings:

- Project Kickoff Meeting within 3 weeks of NTP
- Up to six (6) one-hour meetings with CITY Staff and project representatives from other ongoing ONSWTP projects.

Deliverables:

- Meeting agenda, sign-in sheet, and meeting minutes
- Risk register
- Action Items and Decisions Log
- Submittals Tracking Log

2.3 Detailed Project Schedule and Updates

ENGINEER will prepare a project schedule that summarizes all the major tasks of the project, provides proposed construction sequencing, and the critical path of the project. ENGINEER will update the project schedule as the project progresses or changes occur.

Meetings:

Included under Subtask 2.1 Project Progress Meetings and Minutes.

Deliverables:

- Updated project schedule with each deliverable

2.4 60%, Pre-final (90%), and Final (100%) Design

The ENGINEER shall review previous design calculations and assumptions submitted to the CITY in November of 2019 for the Preliminary Design titled “**O.N. Stevens Water Treatment Plant Chlorine Storage and Handling Facilities Improvements Preliminary Engineering Report**”. The ENGINEER shall conduct a workshop with the CITY Engineering, ONSWTP Operations, and Utilities Departments to review the previously submitted design and confirm assumptions related to system sizing, basis of design, location, control strategies, and layouts. Considerations for recent construction industry trends will also be included. Input and comments from the CITY will be documented in meeting minutes that will be distributed to the team. The overall input from the CITY will be considered to further develop the design submitted in subsequent deliverables.

The detail design will involve development of a set of contract documents, which will include construction plans, details, specifications, and other documents to establish and depict the size, character, and extent of the entire project with respect to architectural, structural, site work, mechanical, instrumentation and electrical systems, and such other elements as may be appropriate.

The contract plans will be prepared using 3D CAD software (Revit). 3D models will be generated and used for design review workshops. 2D sheet files will be created from the 3D models. Drawings such as civil discipline, electrical one lines and panel schedules, P&IDs, etc. will be developed using AutoCAD 2D 2021. As part of the final design, the ENGINEER will develop contractual conditions and instructions to bidders and will also update the project cost estimates and construction schedule, to reflect the level of design completion.

As part of preparing the final design, the ENGINEER will conduct an internal constructability review. This review will focus on the ease with which the facility can be constructed at the selected site, be integrated with existing facilities, and avoid interferences and other obstacles that could cause construction delays or difficulties while maintaining plant operations. The ability to maintain existing facilities in service throughout construction will also be examined as part of the constructability review.

Design documents will be submitted to the CITY at various stages during final design. The following deliverables have been established for design, which will be provided at the 60% and 90% design completion points, respectively:

Deliverables for 60% Design Completion

- Technical specifications
- Plans, Sections and details for all disciplines
- 3D models
- Updated cost estimate and schedule

Deliverables for 90% Design Completion

- Updated Plans, Sections and details for all disciplines
- Complete specifications
- Electrical modeling, arc flash, and power study

- Updated 3D models
- Updated cost estimate and schedule

The 60% and 90% documents will be submitted to the CITY for approval. Upon receipt of the CITY's comments on the 60% and Pre-final (90%) deliverables, the ENGINEER will revise the set and issue Final, signed, and sealed bid-ready (100% complete) documents, which will include the "front-end" documents, along with the design drawings and technical specifications. Any changes from the Preliminary Engineering Report will be documented in a technical memorandum.

Scope Item Assumptions:

- The CITY standard front end (general and supplemental conditions and Division 1 specifications) documentation for inclusion into the contract documents will be obtained from <https://www.cctexas.com/promo/standards-contracts>
- The CITY staff will provide comments to the ENGINEER on the drawings and specifications at each design milestone. Turnaround time on comments is assumed to be within 3 weeks.
- The CITY staff will attend the 60%, 90% and Final submittal workshops.
- The pre-selected OSG Manufacturer will enter into an agreement with an outside Construction CONTRACTOR to complete the work. The OSG equipment will be part of the Construction contract to provide single point of accountability. The CITY will not pre-purchase equipment from the OSG Manufacturer.
- As part of the design process, coordination with the OSG manufacturer will be included. It is expected that the OSG manufacturer will provide review comments and optionally attend the design workshops during each phase of final design.
- All permitting fees will be paid by the CITY.
- It is assumed that there are no known hazardous waste contaminated areas, wetlands, endangered species, or other environmentally sensitive flora or fauna which may require additional efforts during design, permitting or construction management.
- The CITY will obtain any necessary easements and rights-of-way. The CITY will also obtain any necessary agreements to ensure power supply increases are obtained in time for this project. The ENGINEER shall assist the CITY with development of the agreement from a technical perspective.
- The ENGINEER will update on-site containment of storm water runoff taking into consideration the proposed facility. The ENGINEER will also finalize the Storm Water Pollution Prevention Plan (SWPPP) for the plant.
- Submittals shall include one (1) electronic copy of CAD files and word documents, one pdf electronic copy of entire bid set, and three (3) sets of bound 8 1/2-inch by 11-inch specifications and five sets of half size (11-inch by 17-inch) drawings (hard copy)

Meetings:

- Included under subtask 2.6.

Deliverables:

- 60% design review submittal
- 90% (pre-final) design review submittal
- 100% signed and sealed design submittal
- Comment log with responses to CITY comments

2.5 QA / QC

ENGINEER will document internal Quality Assurance and Quality Control review comments on the 60%, pre-final (90%), and 100% drawing and specifications. ENGINEER will address internal Quality Assurance and Quality Control review comments.

Scope Item Assumptions:

- The ENGINEER will provide a Quality Assurance and Quality Control review of all drawings and specifications in accordance with Hazen QA/QC standards.

Deliverables:

- QA/QC Plan

2.6 60%, Pre-final (90%) and Final (100%) Design Workshops

ENGINEER will prepare a MS PowerPoint presentation and 3D model views for the 60%, Pre-final (90%), and Final (100%) Design workshops. ENGINEER will prepare meeting agendas prior to each meeting and shall prepare draft meeting minutes one week after each meeting, and will finalize and distribute meeting minutes after review by the CITY's staff

ENGINEER will lead workshops to discuss the drawings and specifications. ENGINEER will incorporate comments from the CITY into the 60%, Pre-final (90%), and Final (100%) Design.

Scope Item Assumptions:

- The CITY staff will provide comments to the ENGINEER on the drawings and specifications within 3 weeks after submission.

Meetings:

- One (1) Preliminary Design Baseline Workshop
- One (1) 60% Design Client Review Workshop

- One (1) Pre-final (90%) Design Workshop
- One (1) two-hour Final (100%) Design Workshop

Deliverables:

- PowerPoint presentation for each of the Workshops
- Meeting agendas, sign-in sheets, and meeting minutes

2.7 Permitting and Agency Coordination

ENGINEER will meet with CITY Staff to discuss existing TCEQ permitting requirements and understand projected future permitting requirements. As needed, the ENGINEER will perform the following:

- Prepare a letter and design submittal package to TCEQ providing notification for the recommended improvements to be performed for the OSG systems.
- Coordinate with the CITY and different regulatory agencies, as required to obtain any permits for construction of the project.
- Attend phone calls or in-person meetings with TCEQ to confirm regulatory requirements and present proposed improvements.
- Address TCEQ comments from the plan review process and incorporate them into the contract documents.

Scope Item Assumptions:

- The CITY staff will provide information regarding permitting as needed.
- The CITY will pay for any applicable permits.

Meetings:

- Two (2) one-hour meetings with CITY Staff to discuss permitting requirements
- Three (3) one-hour conference calls with TCEQ to discuss permitting requirements

Deliverables:

- Submittal letter and design submittal package

3. Bid Phase Services

The ENGINEER will assist the OWNER in developing bid documents including contract agreement forms, general conditions and supplemental conditions, notice to bidders, instruction to bidders, insurance, bond requirements, and preparation of other contract and bid related items. The ENGINEER will develop specifications and drawings to describe the size and character of the entire project, description of the materials to be utilized and such

other essentials as may be necessary for construction and cost analysis. The ENGINEER will assist the CITY during the bid period by performing the following tasks:

- Participate in the Pre-Bid Conference to discuss scope of work and to answer scope questions
- Review all questions concerning the bid documents and prepare and revisions to the plans, specifications and bid forms that may be necessary.
- Assist in preparation of Addenda
- Attend bid opening meeting and assist with the evaluations of bids
- Assist with the review of the CONTRACTOR's Statement of Experience and confirm it meets the Contract Requirements.
- Recommend contract award, based on the lowest responsive and responsible bidder.
- Prepare a conformed set of contract documents including the issued Addenda.

Scope Item Assumptions:

- The CITY will prepare agenda materials for the pre-bid conference
- The CITY will provide the CITY's updated standard and special provisions and forms for required bid documents.
- The CITY will arrange for all documents and addenda to be distributed to prospective bidders.
- The CITY will advertise the projects for bidding, maintain the list of prospective bidders, receive and process deposits for all bid documents, issue (with assistance of ENGINEER) any addenda, and conduct bid opening.
- It is assumed only one (1) Addenda will be issued to bidders.
- The CITY will prepare and supply bid tabulation forms.
- The CITY will receive the ENGINEER's recommendation concerning bid evaluation and recommendation and prepare agenda materials for the City Council concerning bid awards.
- The CITY will prepare, review, and provide copies of the contract for execution between the CITY and the CONTRACTOR.
- This Scope of Services does not include time for the ENGINEER to assist the CITY in the event of bid protests

Meetings:

- One (1) two-hour Pre-bid Meeting
- One (1) two-hour bid opening meeting
- One (1) two-hour meetings to discuss bids with the CITY

Deliverables:

- Bid Documents
- Bid Review Form and recommendation for contract award

- Provide two (2) hard copy sets and one (1) electronic set of **conformed drawings and conformed Contract Documents** (PDF and original [CAD/Word/etc.]) to the CITY.

4. Construction Phase Services

4.1 Engineering Services During Construction

The ENGINEER will assist the CITY during the construction phase, by providing the following engineering services:

- Attend a pre-construction meeting with the CITY and the CONTRACTOR.
- Attend monthly progress meetings to update on construction progress with CITY.
- Attend monthly progress meetings with CITY to discuss other related, on-going projects at ONSWTP.
- Review and approve submittals and maintain the submittal log.
- Provide interpretations and clarifications of the contract documents based on the CONTRACTOR's requests for information (RFIs) and review required changes. Maintain RFI log.
- Review CONTRACTOR pricing for change order requests.
- Manage and review the O&M Manual deliverables required by construction contracts and by equipment suppliers.
- Review the CONTRACTOR's requirement of providing electronic record drawings.
- Make regular visits to the site of the project (twice monthly) 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 effort is in addition to the project representative observation (from the CITY or other) and does not include continuous monitoring of the progress of construction. Assumes either Project Manager or Principal-in-Charge from the Hazen/LNV engineering team.
- Assist CITY staff during the construction phase by providing assistance 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. The following types of construction observation services are proposed:
 - a) *Daily Observation*
 - Project Representative (services detailed in Task 4.2):
 - Reports daily to Engineer of Record (EOR) and ONSWTP Project Inspector (PI)
 - ONSWTP Project Inspector (PI) (provided by CITY)
 - b) *Regular Discipline Specific Observation*
 - Regular inspection by EOR of each discipline (civil, mechanical, structural/architectural and Electrical/Instrumentation)
 - c) *Specialized Inspections*

- As needed at key milestones and critical construction activities including equipment testing, startup, commissioning, and training
- d) *Windstorm Inspections*
 - As detailed in Task 4.6
- e) *Warranty Inspections*
 - As detailed in Task 4.5
- Two staff from the ENGINEER to visit the manufacturers shop to witness and confirm testing and performance of the OSG equipment and PLCs. CITY attendance is optional.
- Make final inspections with the CITY Staff and provide the CITY with a letter of substantial completion and letter of final completion for the project. These inspections and letters shall be prepared for (1) completion of the sodium hypochlorite storage and feed system, (2) OSG system and all remaining facilities, and (3) demolition of the chlorine gas facilities.
- Review construction “red-line” drawings, prepare record drawings of the Project as constructed (from the “red-line” drawings, inspections and the CONTRACTOR provided plans) and deliver to the Engineering Services a reproducible set and electronic file of the record drawings within two (2) months of final acceptance of the project. All electronic data will be compatible with the CITY GIS system.

Scope Item Assumptions:

- All construction phase services will be billed to the CITY on a time & materials (T&M) basis.
- Expected construction duration is 28 months, including startup and decommissioning of the chlorine gas railcar facilities.
- CITY to arrange for a site inspector to continuously monitor the progress of construction
- Due to the criticality and complexity of the project, specialized construction observation services will be required to allow for successful completion and start-up of the project. Project team members from different disciplines will be present on site during their discipline specific critical construction, installation, testing and start-up activities. Through such additional observations of CONTRACTOR’s and SUBCONTRACTOR’s work in progress and field checks of materials and equipment by Engineer’s from different disciplines, the design team shall endeavor to provide further protection for the CITY against defects and deficiencies in the Work.
- Total number of submittals is estimated at 360. Submittal review assumes 50% resubmittal
- Number of RFIs is estimated at one per drawing.
- The CITY will process applications/ estimates for payments to CONTRACTOR. The ENGINEER will review the pay applications and provide signature as required.
- The CITY will conduct the substantial completion inspection and final complete inspection with the ENGINEER.

Meetings:

- One (1) two-hour pre-construction meeting
- Twenty-eight (28) monthly progress meetings
- Twenty-eight (28) one-hour monthly meetings with CITY Staff to coordinate with other on-going construction projects at ONSWTP (can be conducted following monthly progress meetings).
- Fifty-six (56) one-hour site visits (twice monthly and can be conducted following monthly progress meetings).
- One (1) two-day Shop Test of OSG equipment
- Two (2) two-day Shop Tests of ancillary equipment (Tanks, Pumps, PLCs)
- Specialty discipline site visits assuming the following:
 - Civil: 100 hours
 - Structural/Concrete: 100 hours
 - Process: 220 hours
 - Electrical: 200 hours
 - Instrumentation and Controls: 120 hours
 - Architectural: 40 hours
 - Building Mechanical: 40 hours
- Two (2) two-hour punch list walkthrough meetings for Sodium Hypochlorite storage and feed facilities
- Four (4) two-hour punch list walkthrough meetings for OSG and other remaining facilities

Deliverables:

- RFIs
- Change orders
- Submittal reviews
- Correspondence with manufacturer's certified factory acceptance test reports
- Record Drawings
- Meeting agenda, sign-in sheet, and meeting minutes
- Project progress reporting and invoicing

4.2 Project Representative (PR) Services

The ENGINEER is to provide a Project Representative (PR) to provide field observation services relevant to the design of the proposed project.

The duties and responsibilities of the PR are described as follows:

1. General: PR will act as directed by and under the supervision of Engineer and will confer with Engineer regarding PR's actions. PR's dealings in matters pertaining to the CONTRACTOR's work in progress shall in general be with Engineer and CONTRACTOR, keeping the CITY advised as necessary.

2. Conference and Meetings: Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings as required by the CITY and prepare and circulate copies of minutes thereof.
3. Liaison:
 - A. Serve as liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents.
 - B. PR shall communicate with CITY with the knowledge of and under the direction of Engineer.
4. Interpretation of Contract Documents: Report when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued.
5. Shop Drawings and Samples:

Shop Drawings review budgets are based upon up to 50% resubmittal for an approved status. Any additional reviews by the Engineer are beyond the scope of the project and additional fees will need to be procured from the CONTRACTOR.

 - A. Receive Samples, which are furnished at the Site by CONTRACTOR, and notify of availability of Samples for examination.
 - B. Record date of receipt of Samples and approved Shop Drawings.
 - C. Advise CONTRACTOR of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PR believes that the submittal has not been approved.
6. Review of Work and Rejection of Defective Work:
 - A. Conduct on-site observations of CONTRACTOR's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - B. Report whenever PR believes that any part of CONTRACTOR's work in progress will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CITY and Engineer of that part of work in progress that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - C. Observe whether CONTRACTOR has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

7. Records:

- A. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to CONTRACTOR, and other Project related documents.
- B. Prepare a weekly report utilizing approved CITY format, recording CONTRACTOR's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer and the CITY.
- C. Project Representative will review CONTRACTOR-prepared monthly pay estimates and forward to Engineer for approval.

8. Reports:

- A. Furnish periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- B. Report immediately to the CITY and Engineer the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
- C. Provide project photo report on CD-ROM at the rate of a minimum of two photographs per day, including an adequate amount of photograph documentation of utility conflicts.

9. Completion:

- A. Before the issue of Certificate of Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- B. Participate in a final inspection in the company of Engineer, the CITY, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- C. Observe whether all items on final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.

Scope Item Assumptions:

The PR shall not perform the following duties:

- Undertake any of the responsibilities of CONTRACTOR or its SUBCONTRACTORS, nor direct any of their work.
- Advise on or issue directions pertaining to any aspect of the means, method, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- Advise on or issue directions about safety precautions and programs related to the CONTRACTOR's work.
- Shall not approve any interruptions or modification of the CITY's facilities without the approval by the CITY.

Meetings:

- One (1) two-hour pre-construction meeting
- Site visits are assumed at an average of 40 hours per month
- Twenty-eight (28) monthly progress meetings
- Two (2) two-hour punch list walkthrough meetings for Sodium Hypochlorite storage and feed system
- Two (2) four-hour punch list walkthrough meetings for OSG and other remaining facilities

Deliverables:

- Weekly reports

4.3 Start-up Services

The ENGINEER shall monitor startup activities and participate during the startup phases of the project. It is anticipated that a separate start-up phase will be performed for the hypochlorite storage and feed system and the OSG system. Participation shall include the following:

The ENGINEER will perform the following:

- Coordinate CONTRACTOR and OSG system supplier startup plan and make recommendations as necessary.
- Develop Maintenance of Plant Operations (MOPO) document to sequence activities and minimize impact to plant operations
- Review CONTRACTOR's start-up checklist
- Observe the start-up testing and equipment troubleshooting for the bulk sodium hypochlorite system and OSG systems (each system start-up individually).
- Confirm system operation baseline performance meets the specified conditions.
- Develop an Operations and Maintenance Process Manual (including switch over from OSG to hypochlorite truck deliveries and coagulant changes). The O&M manual will be incorporated into the Cities existing overall ONSWTP electronic

O&M and will only address the new systems installed under this contract. The electronic O&M will:

- Make sure the content is correct and current.
 - Develop good interface aesthetics and graphics to provide a pleasing user experience.
 - Make the manual usable through attention to proper organization and coherent navigation.
 - Provide a system that can be easily modified and/or expanded.
 - Make technology decisions that allow for integration of new technologies, without an excessive technology-maintenance burden on the CITY.
 - Contain links to vendor supplied O&M manuals for reference and troubleshooting
 - Be web-based to facilitate multiple users and allow for periodic updates
- Review and manage operations and maintenance manuals required under the construction contract and provided by equipment suppliers
 - VVT (Verification, Validation, and Testing) plan for the entire system
 - Preparation of acceptance checklist and sign-off forms
 - Quality Assurance and quality control of all CONTRACTOR's start-up activities and sequencing.
 - Review CONTRACTOR's training plan and instruction materials for compliance with the Contract Documents

Scope Item Assumptions:

- CONTRACTOR is responsible for preparing, testing, and cleaning equipment prior to start-up as detailed in the project specifications.
- CONTRACTOR to maintain start-up checklist
- Two (2) start-up phases included in construction contract

Meetings:

- Sixteen (16) eight hour (full day) site visits to assist in calibration, testing, and troubleshooting of bulk sodium hypochlorite and OSG systems
- Six (6) eight-hour start-up days (three per system)
- One (1) four hour O&M Workshop to review new electronic O&M manual

Deliverables:

- Compiled Operations and Maintenance Manuals and Electronic O&M Process Manual
- MOPO Document
- Start-up Checklist

4.4 SCADA & Controls Integration Assistance

The ENGINEER shall provide assistance to the CITY and the CONTRACTOR to ensure the appropriate control strategies are functioning properly prior to commissioning the bulk hypochlorite and OSG systems. The ENGINEER will perform the following:

- Assist the CITY in implementing the control strategies and assist ONSWTP staff with system integration. The control strategies will build on the existing monitoring and control logic at the ONSWTP.
- Review PLC cutover checklist.
- Witnessing of signal loop testing including electrical and instrumentation terminations.
- Coordination of new signals with existing SCADA system.
- Oversee process tuning during startup.

Scope Item Assumptions:

- OSG Manufacturer will provide Master PLC and local PLCs. Master PLC provided by OSG Manufacturer will include I/O for all other field equipment and instruments part of OSG and Bulk Hypochlorite systems. OSG Manufacturer to provide integration of Master PLC and individual local PLCs
- OWNER to perform integration and programming of systems not covered under the Master PLC (OSG Manufacturer's responsibility).

Meetings:

- Two (2) forty-hour site visits (full week) to test and/or troubleshoot control strategies, signals, and SCADA operations
- Two (2) eight-hour site visits to coordinate PLC cutover checklist.

4.5 Warranty Phase

The Engineer will provide services during the 12-month warranty period for observing and reporting discrepancies under guarantees called for in the construction documents and provide assistance for resolution of defects to be corrected under warranty. The correction of any defects observed in the inspections is the responsibility of the CONTRACTOR and their SUBCONTRACTORS and suppliers.

Meeting:

- The Engineering team will conduct a site walkthrough during month 11 of the warranty period
- A multi-disciplinary team of up to four (4) will attend a two day site walk with plant staff to document any deficiencies.

Deliverables:

- Correspondence with CONTRACTOR and equipment manufacturers reports on warranty inspections.

4.6 Windstorm Certification

The ENGINEER will perform the following:

- Prepare and submit the WPI-1 form in accordance with the requirements of the Texas Department of Insurance (TDI) for Windstorm for the project WORK.
- Review all necessary submittals required for the WORK, including but not limited to; reinforcing shop drawings, anchor rods, concrete mix design, backfill materials, steel shop drawings and all other project-specific items, to ensure conformance with the sealed project Construction Documents and for compliance with TDI.
- Perform required inspections and prepare the required reports during the construction phase to visually verify all WORK is constructed as designed and detailed on the sealed Construction Documents.
- Prepare and submit WPI-2 form to the TDI upon completion of construction.

Scope Item Assumptions:

- The CONTRACTOR shall provide at a minimum, 48-hour notice to the Windstorm ENGINEER / Inspector to schedule all required inspections for the project.
- The ENGINEER is not responsible for failure by the CONTRACTOR to abide by the provisions and/or design and inspection requirements set forth on the construction documents.
- Approval in writing must be provided by the Windstorm ENGINEER prior to any modifications, substitutions or alterations from the contract documents that may be proposed during construction.
- The CONTRACTOR shall provide notification for re-inspection or documentation verifying all noted deficiencies have been brought into compliance, as may be required by the Windstorm ENGINEER.

Meetings:

- Thirty (30) two-hour site visits to perform inspections

Deliverables:

- WPI-1 form
- WPI-2 form

ADDITIONAL SERVICES

5.1 OSG Vendor Pre-Selection

In 2019 the CITY of Corpus Christi issued a Requested for Bids (RFB) to pre-select the OSG equipment supplier. The bidding requirements included minimum qualifications, equipment price, lifecycle cost calculations, design phase services, and an operations and maintenance service fee for the first 2 years of operation. Three proposals were received and evaluated by

the CITY and ENGINEER. A recommendation was made to select UGSI (Microclor) based on cost and non-cost factors, however the CITY never formally entered into an agreement with UGSI. The CITY may choose to negotiate a price adjustment with UGSI based on the 2019 proposal and proceed with design of the OSG system using this equipment. Alternatively, if the CITY decides to re-issue and RFB and perform the pre-selection process again there will be schedule and cost impacts.

If OSG equipment pre-selection is repeated under the current amendment, the ENGINEER will work with the CITY to determine the viable pre-selection options for the OSG manufacturer/equipment. The ENGINEER will utilize ENGINEER's previous experience in preparation of the Vendor Pre-Selection Package. The ENGINEER shall develop a Microsoft PowerPoint presentation and lead a workshop with the CITY to review and pre-select the most appropriate options for OSG manufacturer/equipment. The ENGINEER's presentation will outline the advantages and disadvantages of each option. With input from CITY staff, a protocol for pre-selection of the OSG manufacturer/equipment shall be developed. The ENGINEER will assist the CITY in the vendor qualification evaluation services and best value package selection.

Once the method is selected, the ENGINEER will perform the following:

- Develop a proposal package for the OSG vendor pre-selection with performance specifications.
- Attend a Pre-proposal Meeting
- Respond to Manufacturer Inquiries
- Issue Addenda, (Assume one (1) addenda)
- Attend proposal opening meeting
- Review proposals and references for completeness, balance of proposal items, and responsiveness and shall prepare a tabulation of proposal prices
- Recommend pre-selection award, based on the criteria established in the proposal package.

Scope Item Assumptions:

- The CITY will compile the RFB package with the technical specifications and drawings provided by the ENGINEER.
- CITY staff will provide input on the viable pre-selection options for the OSG manufacturer/equipment.
- One specific vendor and style of OSG skid will be selected and carried through into the Detailed Design Phase.
- The CITY will designate an individual to have responsibility, authority and control for coordinating activities for the pre-selection award.
- The CITY will provide the CITY's updated standard specifications, standard detail sheets, standard and special provisions and forms for required proposal documents.
- The CITY will arrange and pay for printing of all documents and addenda to be distributed to prospective proposers.

- The CITY will advertise the project for proposals, maintain the list of prospective proposers, receive and process deposits for all proposal documents, issue (with assistance of ENGINEER) any addenda, prepare and supply proposal tabulation forms, and conduct proposal opening.
- This Scope of Services does not include time for the ENGINEER to assist the CITY in the event of proposal protests

Meetings:

- One (1) one-hour workshop to structure pre-selection process - as part of a monthly progress meeting.
- One (1) one-hour workshop with CITY Staff to firm up selection criteria with CITY Staff
- One (1) two-hour Pre-proposal Meeting
- One (1) two-hour proposal opening meeting
- Two (2) two-hour meetings to discuss proposals with the CITY

Deliverables:

- MS PowerPoint Presentation for selection workshop
- Proposal Documents and Addenda
- Agenda and meeting minutes for pre-proposal conference
- Proposal Review Form and recommendation for selection award

5.2 Expenses

All project expenses including travel, mileage, lodging, meals, per diem, printing and reproduction, and supplies will be charged as time and materials under the additional services task.

SCHEDULE

The following table summarizes the planned project schedule. The proposed schedule is provided to delineate the critical path tasks. If the CITY elects to conduct OSG Vendor pre-selection an additional 3 months will be added to the schedule.

Date	Activity
-	A/E Contract NTP
2 months after NTP	Preliminary Design Baseline Workshop
4 months after NTP	60% Submittal Package
7 months after NTP	90% Submittal Package (Pre-Final)
9 months after NTP	100% Submittal (Contract Documents)
10 months after NTP	Construction Package Advertise
11 months after NTP	Construction Package Bid Opening
12 months after NTP	Construction NTP
24 months after NTP	Phase 1 Construction Completion/ Startup/ Commissioning
38 months after NTP	Phase 2 (OSG) Construction Complete
42 months after NTP	OSG Startup/Commissioning and Chlorine Gas Facility Demo

FEE

The proposed not-to-exceed contract amount for each task is as follows:

Task	Fee	Billing Type
Original Contract (2018)	\$49,500	-
Amendment 1		
Task 1 – Preliminary Design (2019)	\$914,100	-
Amendment 2 – Basic Services		
Task 2 - Design Phase	\$1,998,200	Lump Sum
Task 3 - Bid Phase	\$31,600	Lump Sum
Task 4 - Engineering Services During Construction	\$1,329,800	Lump Sum
Amendment 2 – Additional Services		
OSG Vendor Pre-Selection	\$47,900	Lump Sum
Expenses	\$46,500	Time & Materials
Amendment 2 – Total		
	\$3,454,000	
Grand Total Contract Amount		
	\$4,417,600	

Invoices will be submitted to the CITY on a monthly basis as a percentage complete based on project progress (for lump sum) and based on time and materials (T&M) for expenses charged to the project. Invoices will be provided with a cover letter summarizing the actions and meetings performed during the invoice period.

If you have any questions or if you would like to discuss in more detail, please feel free to call me at 336-403-7586.

Sincerely,

Hazen and Sawyer
TBPE Firm No. F-13618



Chamindra Dassanayake, Ph.D., P.E.
Vice President



Evan Ged, PE
Associate Engineer

Sample form for:
 Payment Request
 AE Contract
 Revised 02/01/17

COMPLETE PROJECT NAME
 Project No. XXXX
 Invoice No. 12345
 Invoice Date 01/01/2017

	Contract		Amd No. 1		Amd No. 2		Total Contract		Current Invoice	Previous Invoice	Total Invoice	Remaining Balance	Percent Complete
Basic Services:													
Preliminary Phase	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	100.0%
Design Phase	\$2,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00	\$1,000.00	\$500.00	\$1,500.00	\$1,500.00	\$1,500.00	50.0%
Bid Phase	\$500.00	\$0.00	\$0.00	\$250.00	\$0.00	\$750.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	0.0%
Construction Phase	\$2,500.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00	0.0%
Subtotal Basic Services	\$6,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$8,250.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services:													
Permitting	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	\$500.00	\$0.00	\$500.00	\$500.00	\$1,500.00	25.0%
Warranty Phase	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$1,120.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,120.00	0.0%
Inspection	\$0.00	\$0.00	\$0.00	\$1,627.00	\$0.00	\$1,627.00	\$1,627.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,627.00	0.0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal Additional Services	\$2,000.00	\$1,120.00	\$1,120.00	\$1,627.00	\$1,627.00	\$4,747.00	\$4,747.00	\$500.00	\$0.00	\$500.00	\$500.00	\$4,247.00	10.5%
Summary of Fees:													
Basic Services Fees	\$6,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$8,250.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services Fees	\$2,000.00	\$1,120.00	\$1,120.00	\$1,627.00	\$1,627.00	\$4,747.00	\$4,747.00	\$500.00	\$0.00	\$500.00	\$500.00	\$4,247.00	10.5%
Total of Fees	\$8,000.00	\$2,120.00	\$2,120.00	\$2,877.00	\$2,877.00	\$12,997.00	\$12,997.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$9,997.00	23.1%

Notes:

A PURCHASE ORDER NUMBER MUST BE INCLUDED ON ALL INVOICES AND INVOICE CORRESPONDENCE. FAILURE TO COMPLY WILL RESULT IN DELAYED PAYMENT OF INVOICES.

If needed, update this sample form based on the contract requirements.

If applicable, refer to the contract for information on what to include with time and materials (T&M).

EXHIBIT C

Insurance Requirements**Pre-Design, Design and General Consulting 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. **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
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim If claims made policy, retro date must be prior to inception of agreement, have 3-year reporting period provisions or be maintained for 3 years after project completion.

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 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, with the exception of professional liability, which may be on a per claims made 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.**

1.5 Consultant is 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

1.6 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:

1.6.1 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.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.



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: Hazen and Sawyer, DPC

P. O. BOX: NA

STREET ADDRESS: 500 N. Shoreline Blvd., Suite 1102 **CITY:** Corpus Christi **ZIP:** 78401

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)
<u>NA</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>NA</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	Board, Commission or Committee
<u>NA</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>NA</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: Chamindra Dassanayake, PhD, PE **Title:** Vice President
(Type or Print)

Signature of Certifying Person:  **Date:** 2/3/2022

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.