

**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 Capital Programs) and Tolunay-Wong Engineers, Inc., a Texas corporation, 5233 IH-37 Suite B-7, Corpus Christi, Nueces County, Texas 78408, (Architect/Engineer – A/E), hereby agree as follows:

**1. SCOPE OF PROJECT**

**Groundwater Monitoring at Cefe Valenzuela Municipal Landfill (Project No. E14012) –**  
The scope of work consists of four tasks:

1. Semiannual Detection Monitoring of the 30 monitoring wells (MW 1-19, 40-46 plus deep wells MW-2B, MW-11B, MW-12B and MW-13B) for the 15 total metals and volatile organic compounds specified in the current GWSAP. One of our underlying objectives for this project is to maintain consistency and make the transition as seamless as possible. The cost proposal submitted to the City for FY2013-2014 added the following parameters to the monitoring list: iron, manganese, nitrate-nitrogen, ammonia-nitrogen, and dissolved organic carbon. These were added to facilitate identification of geochemical processes that can mobilize metals, and which may assist with preparing alternate source demonstrations when background is exceeded in a well. In addition, that same cost proposal recommended the collection of 6 samples (3 per event) from the landfill leachate collection system to characterize the waste in terms of monitored constituents. This was also intended to assist in preparation of alternate source demonstrations and contaminant fate and transport modeling. TWE concurs with both of these provisions and has added them into our cost proposal.
2. Verification re-sampling for wells with statistically significant increases (SSI) over background limits.
3. Biennial intrawell background update based on Detection Monitoring data collected in 2013 and 2014
4. Evaluation of detection monitoring data, identification and reporting of SSIs or alternate sources, preparation of correspondence and submittals to TCEQ, including the Annual Report. TWE will transmit two hard copies and 1 electronic copy of the report to the City and three hard copies to the TCEQ.

## 2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform design services necessary to review and prepare plans, specifications, and bid and contract documents. 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"**, 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 Capital Programs.

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 Capital Programs. 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 **Exhibit "A"**, for providing services authorized, a total fee not to exceed \$138,280.00, (in numbers), One Hundred Thirty Eight Thousand Two Hundred Eighty Dollars and Zero Cents (in words). Monthly invoices will 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**

**Tolunay-Wong Engineers, Inc.**

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

*Paul R. Wild*                      *7/23/14*  
\_\_\_\_\_  
Paul R. Wild, CAPM                      Date  
V.P. – Environmental Services  
10710 S. Sam Houston Pkwy W.  
Suite 100  
Houston TX 77031  
(713) 722-7064 Houston Office  
(361) 884-5050 Corpus Christi Office

**RECOMMENDED**

\_\_\_\_\_  
Lawrence Mikolajczyk                      Date  
Director of Solid Waste Operations

**APPROVED**

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

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
Assistant City Attorney                      Date  
For City Attorney

**ATTEST**

\_\_\_\_\_  
Rebecca Huerta, City Secretary

**Groundwater Monitoring Cefe Valenzuela Municipal Landfill (Project No. E14012)**

Department	Fund Source No.	Amount
Solid Waste	530000-1020-12506	\$138,280.00

Encumbrance No. \_\_\_\_\_

Monday, July 7, 2014  
TWE Proposal No. P14-E066

Mr. Lawrence Mikolajczyk  
Director of Solid Waste Operations  
City of Corpus Christi  
2525 Hygeia St., 78415  
Corpus Christi, Texas 78469-9277

Phone: 361 826-1965  
Fax: 361 826-1971

[LawM@cctexas.com](mailto:LawM@cctexas.com)

**COST PROPOSAL FOR  
GROUNDWATER MONITORING AT CEFE VALENZUELA MUNICIPAL LANDFILL  
FOR FISCAL YEAR 2014 - 2015  
CORPUS CHRISTI, NUECES COUNTY, TEXAS**

Dear Mr. Mikolajczk:

Tolunay-Wong Engineers, Inc. (TWE) is pleased to submit the following proposal to provide groundwater monitoring services at the above-referenced facility for the City of Corpus Christi's (City) fiscal year of 2014 to 2015.

**Background**

The Site is located southeast of Petronila, TX, and the active area comprises approximately 300 acres. The landfill is a Type I Municipal Solid Waste (MSW) facility that receives domestic waste and wastewater treatment plant sludges. It is currently in active status and the groundwater is being monitored on a semiannual basis under the detection monitoring program as specified in *Title 30 Administrative Code (30 TAC )§330 Subchapter J Groundwater Monitoring and Corrective Action*, Constituents being monitored under this program include metals and volatile organic compounds (VOC) listed in 40 CFR Part 258, Appendix I. In the detection monitoring program for this facility, groundwater analytical results are compared to background concentrations that have been determined on an intrawell basis. The background pool for this facility was completed in August of 2012 and therefore, qualifies for updating after completion of the second semiannual sampling event of 2014.

**Objective**

The objective of this project is to implement the Groundwater Sampling and Analysis Plan (GWSAP) which outlines the City's program for groundwater monitoring in accordance with the requirements of *30 TAC Subchapter J*. The groundwater-monitoring program includes consistent

sampling and analysis procedures that are designed to ensure monitoring results that provide an accurate representation of groundwater quality at the Cefe Valenzuela facility.

### Scope of Work

The Scope of Work includes four tasks

1. Semiannual Detection Monitoring of the 30 monitoring wells (MW 1-19, 40-46 plus deep wells MW-2B, MW-11B, MW-12B and MW-13B) for the 15 total metals and volatile organic compounds specified in the current GWSAP. One of our underlying objectives for this project is to maintain consistency and make the transition as seamless as possible. The cost proposal submitted to the City for FY2013-2014 added the following parameters to the monitoring list: iron, manganese, nitrate-nitrogen, ammonia-nitrogen, and dissolved organic carbon. These were added to facilitate identification of geochemical processes that can mobilize metals, and which may assist with preparing alternate source demonstrations when background is exceeded in a well. In addition, that same cost proposal recommended the collection of 6 samples (3 per event) from the landfill leachate collection system to characterize the waste in terms of monitored constituents. This was also intended to assist in preparation of alternate source demonstrations and contaminant fate and transport modeling. TWE concurs with both of these provisions and has added them into our cost proposal.
2. Verification re-sampling for wells with statistically significant increases (SSI) over background limits.
3. Biennial intrawell background update based on Detection Monitoring data collected in 2013 and 2014
4. Evaluation of detection monitoring data, identification and reporting of SSIs or alternate sources, preparation of correspondence and submittals to TCEQ, including the Annual Report. TWE will transmit two hard copies and 1 electronic copy of the report to the City and three hard copies to the TCEQ.

### Schedule

Based on the City's new fiscal year schedule and negotiations with TCEQ, TWE proposes to conduct the field sampling events in October of 2014 and April 2015. This will shift the 2014 Annual report forward to no later than April 2015. The period between the 2nd semiannual sampling event of 2014 and Annual Report will be utilized for verification sampling which has historically included as many as two verification sampling events. The period following the 1<sup>st</sup> semiannual event of 2015 will also be utilized for verification sampling, if required. Each semiannual sampling event is expected to take about one working week to complete with analytical turnaround time (TAT) requiring two working weeks. Each of these two sampling events will be conducted as early in their respective semiannual period as possible to allow sufficient time for verification sampling, data analysis, and reporting. Verification sampling, if required, is expected to take about 3 days for each event with analytical TAT again requiring two working weeks.

Mr. Lawrence Mikolajczyk  
TWE Proposal No. P14-E066  
July 7, 2014  
Page 3

**Proposed Project Costs**

The proposed costs are presented in two components: the base cost to perform the work itself and ramp-up costs for us to become familiar with the various program elements and to facilitate a seamless transition between past monitoring events and future events. TWE will conduct the investigation on a time and material basis for a not-to-exceed base price of \$120,590 with estimated ramp-up costs of \$17,690, yielding a total, not-to-exceed price of **\$138,280**. A cost breakdown for the major tasks is summarized below.

<b><u>Field Sampling Activities (includes 2 Verification Sampling Events)</u></b>	
Labor	\$ 23,900
Travel & ODCs	\$ 6,300
<u>Analytical</u>	\$ 41,890
<u>Reporting</u>	\$ 36,090
<u>Project Management</u>	\$ 12,410
<b>Project Subtotal</b>	<b>\$ 120,590</b>
Ramp-up Costs	\$ 17,690
<b>Total</b>	<b>\$ 138,280</b>

**Limitations**

The proposal presented above, including the Scope of Work and schedule, is contingent upon the following assumptions:

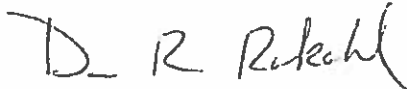
- TWE will have necessary access to the site.
- Level D Personal Protective Equipment is adequate.
- Permit Modifications and/or GWSAP modifications along with associated agency negotiations and meetings will not be required if Semiannual Reports are submitted in lieu of one Annual Report.
- Negotiations and/or meetings with TCEQ for any other issues related to the scope of work as outlined in this proposal will not be required.
- Unanticipated delays beyond TWE's control will constitute a change order and will be billed according to the attached fee schedule.

Mr. Lawrence Mikolajczyk  
TWE Proposal No. P14-E066  
July 7, 2014  
Page 4

**Closing Remarks**

If you have any questions or need additional information, please contact me at (361) 884-5050 or by e-mail at [drokohl@tweinc.com](mailto:drokohl@tweinc.com).

Sincerely,  
Tolunay-Wong Engineers, Inc.



Don Rokohl, P.E.  
Corpus Christi Branch Manager



Mark Brotherton, P.G.  
Sr. Project Manager  
Environmental Services Division



Paul Wild  
Vice President  
Environmental Services Division



**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
<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>	Which Complies with the Texas Workers Compensation Act
<b>EMPLOYERS' LIABILITY</b>	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.

**EXHIBIT "B"**  
Page 2 of 3

- 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	Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
<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>



City of  
Corpus  
Christi

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: Tolunay-Wong Engineers, Inc.

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

STREET ADDRESS: 5233 IH-37, Suite B-7 CITY: Corpus Christi ZIP: 78408

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>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	Board, Commission or Committee
<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: Don R. Rokohl, P. E. Title: Branch Manager  
(Type or Print)

Signature of Certifying Person: Don R. Rokohl Date: 4.3.14

### 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.