

**AMENDMENT NO. 1
TO 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 (Executive Director of Public Works) and **COYM, REHMET & GUTIERREZ ENGINEERING, L.P.**, a Texas corporation, 5656 South Staples Street, Suite 230, Corpus Christi, Nueces County, Texas 78411, (**Architect/Engineer – A/E**), hereby agree as follows:

1. SCOPE OF PROJECT

Citywide Street Preventative Maintenance Program Year 2 (Project No. E14021) – This contract amendment includes the preparation and development of the necessary Indefinite Delivery/Indefinite Quantity (IDIQ) construction delivery orders for the Citywide Street Overlay and Sealcoat program to support year two construction.

The IDIQ construction project supports the City's efforts to increase the street maintenance program and is developed in conjunction with the work plan identified for year two of street maintenance.

Development of project delivery orders to support construction of year two of the IDIQ construction will be provided through a separate contract.

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 Executive Director of Public Works.

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 Executive Director of Public Works. 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 Executive Director of Public Works. 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 Executive Director of Public Works.

The Executive Director of Public Works 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

In the original contract, Exhibit "A" FEES shall be modified for a total fee not to exceed \$749,530.00 (Seven Hundred Forty Nine Thousand Five Hundred Thirty Dollars and Zero Cents), for a restated fee not to exceed \$799,320.00, (Seven Hundred Ninety Nine Thousand Three Hundred Twenty Dollars and Zero Cents) as shown in the attached Amendment No. 1, **Exhibit "A"**. 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 Executive Director of Public Works. 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.**

Natasha Fudge, P.E. Date
Acting Director of Capital Programs

Victor M. Gutierrez Jr., P.E. Date
Principal
5656 S. Staples, Suite 230
Corpus Christi, TX 78411
(361) 991-8550 Office

RECOMMENDED

Operating Department Date

Project No. E14021

APPROVED

Department	Accounting Unit	Amount
Street Fund	1041-12415-051	\$374,765.00
Street Fund	1041-12415-053	374,765.00
Total		\$749,530.00

Office of Management Date
and Budget

Encumbrance No. _____

ATTEST

City Secretary

Coym, Rehmet & Gutierrez Engineering, L.P.

ENGINEERS • PLANNERS • SURVEYORS

TBPE Firm Reg. No. F-388

TBPLS Firm Reg. No. 10104001

5856 S. STAPLES, SUITE 230
CORPUS CHRISTI, TX 78411
361-664-8550 FAX:361-664-7669

1220 N. TEXAS BLVD., SUITE 4
ALICE, TX 78332
361-664-8621 FAX:361-664-0559

October 15, 2014

Valerie Gray, P.E.
Director of Public Works
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277

VIA EMAIL:

**RE: Contract Amendment No. 1 - Revised
City-Wide Street Preventative Maintenance Program (SPMP) - Year 2
Project No. E14021**

Dear Ms. Gray,

As requested, this correspondence is our proposal for Contract Amendment No. 1 for performing professional services related to Year 2 of the City-Wide Street Preventative Maintenance Program (SPMP).

I. DESCRIPTION AND TASK LIST

Under this Amendment No. 1, we propose to perform the following tasks:

PHASE I -- YEAR 2 PRELIMINARY TASKS

1. Attend a kick off meeting with City Staff and the Year 1 consultant to review the proposed scope of work, schedule, deliverables, contractors and contacts for the City, CRG and the two contractors.
2. Review original and revised documents and delivery orders related to the Year 1 Program.
3. Meet with the two contractors, Haas-Anderson Construction and Bay Ltd., along with City Staff to review the Year 1 "lessons learned" and prepare any documentation required to effect necessary change orders or directives and other contractual items as required.
4. Prepare a geotechnical investigation scope for the Year 2 Program, meet with City Staff and Rock Engineering to obtain a Proposal, coordinate the investigation, compile and keep all records for incorporation into the delivery orders design and scopes.
5. Prepare a listing and schedule for the five (5) overlays delivery orders and the five (5) seal coat delivery orders to be included in the Year 2 Program and receive City approval.
6. Work with City Staff to develop a listing for five (5) overlay delivery orders and five (5) seal coat delivery orders to be included in the Year 3 Program.

PROPOSED PHASE I -- YEAR 2 PRELIMINARY TASKS FEE: \$34,590.00

AMD. NO. 1
EXHIBIT "A"
Page 1 of 5

PHASE II -- DELIVERY ORDERS (10 DO'S)

1. Prepare instructions and exhibits for field survey crew to mark stationing on curb lines of streets included in DO's.
2. Perform site visits and field investigation to ascertain areas requiring pre-paving repairs or modifications, concrete construction or other items contained in the unit bid price contracts.
3. Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the DO's including permitting, environmental, historical, construction and geotechnical issues; upon request or concurrence of the Project Manager, meet and coordinate with agencies such as RTA, CDBG, USPS, affected school districts (CCISD, FBISD, etc.) community groups, TDLR, etc.
4. Review the geotechnical investigation for the streets included in the DO's.
5. Coordinate work with the ADA and Miscellaneous Concrete IDIQ Contract.
6. Prepare draft delivery orders for issuance to the Contractors. The delivery orders shall incorporate City GIS and Maximo data to allow City staff to load appropriately into data bases. The delivery orders will include:
 - a. A short narrative of the expected work for each street.
 - b. A complete listing of included streets with pertinent data in tabular form.
 - c. Cost data utilizing unit bid price matrix.
 - d. Aerial photo plans (11" x 17"), depicting limits of construction, areas of pavement repair/replacement, areas of concrete repair/replacement, boring locations and descriptions and any items required that are included in the unit price bids. Typical cross sections (in some areas) as necessary may be required.
 - e. Any additional information that may assist the Contractor during construction.
7. Submit the draft delivery orders to City Staff and make field visits with staff and contractor to fully review the proposed scope, costs and other ancillary items.
8. Make changes as derived from City Staff reviews and submit the final delivery orders for approval.
9. Meet with Contractors and City Inspection personnel to review delivery orders and insure coordination before commencing construction.
10. Issue delivery order(s).
11. Coordinate scheduling of delivery order work with all involved City Departments.
12. Closely monitor public notification requirements and insure contractor compliance.
13. Review field and laboratory tests.
14. 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.
15. Coordinate and provide field engineering for DO's during construction to include witnessing exposed subgrade and base to confirm recommended improvements:
 - i. Exposed base and subgrade for sidewalks, driveways, and curb and gutter;
 - ii. Base and subgrade proof rolling;

- iii. Minor utility improvements for storm water inlets, adjustments to valve boxes and manhole ring and covers;
 - iv. ADA field work;
 - v. Bus stops;
 - vi. Landscaping and irrigation system assessments; and
 - vii. Other pedestrian improvements
16. Prepare change orders as authorized by the City (coordinate with the City's construction division).
 17. Make pre-final and final inspection with City Staff and provide the City with a Certificate of Completion for the project.
 18. Prepare as-built drawings of construction as completed.

PROPOSED PHASE II -- DELIVERY ORDERS (10 DO'S) FEE: \$653,500.00
(See Compensation Table)

The City will:

- Furnish Inspection Services, field verify all quantities for Contractor estimates and submit estimates for payment.

PHASE II -- WARRANTY PHASE

1. Prepare a list of all sites completed at the end of a 12-month period for the City and recommend acceptance of the sites and commencement of warranty period.
2. Provide a warranty inspection of all sites toward the end of the 12-month period and generate a warranty items punch list. The Warranty Phase allowance is based on one (1) 12-month warranty period.

PROPOSED PHASE II -- WARRANTY PHASE FEE: \$29,790.00

ADDITIONAL SERVICES (ALLOWANCE)

Control Surveys: Marking stationing on curb lines for construction control and reference. The survey allowance is based on thirty (30) 9-hr days of (2-man) field crew work and associated office work.

Topographic Surveys and TDLR Requirements: Topographic surveys and TDLR requirements will be accommodated engineering-wise under the provisions of the City-Wide Miscellaneous Concrete and ADA Improvements Indefinite Quantity Contract City Project No. E12215.

TOTAL ADDITIONAL SERVICES (ALLOWANCE) \$31,650.00

II. SCHEDULE

We propose to complete the Phase I Tasks described above within forty five (45) days of receiving the Notice to Proceed.

We anticipate the issuance of ten (10) delivery orders with one year of the Notice to Proceed.

III. FEE

FEE SUMMARY	
Basic Services	
Phase I	
Preliminary Tasks	\$34,590.00
Phase II	
Delivery Order Preparation & Construction Phase Services (10 Delivery Orders)	\$653,500.00
Warranty Phase (10 Delivery Orders)	\$29,790.00
Total Basic Services	\$717,880.00
Additional Services (Allowance)	
Control Surveys	\$31,650.00
Total Additional Services	\$31,650.00
TOTAL BASIC AND ADDITIONAL SERVICES	\$749,530.00


For services authorized by the Director of Engineering Services, the City will pay the A/E a not-to-exceed fee for Basic Services for Phase I, Phase II Delivery Orders and Phase II Warranty as shown in the Table above. Additional Services for Control Surveys will be paid according to time and materials expended according to Coym, Rehmet and Gutierrez Engineering's normal hourly rates.

Seventy Five Percent (75%) of each Delivery Order fee will be paid upon issuance of the Delivery Order. Twenty Percent (20%) will be paid in the construction phase on a monthly basis according to percent of construction complete. Five Percent (5%) will be paid upon submittal of as-built drawings.

Additional Services under the "Allowance" required would be in addition to the Basic Services Fee.

If the above is acceptable, please prepare an A/E Contract for signatures. Should you have any questions please let me know.

Very truly yours,
COYM, REHMET & GUTIERREZ
ENGINEERING, L.P.



Victor M. Gutierrez Jr., P.E.
Principal

Enclosures

Attachment "A" Revised

City-Wide Preventative Maintenance Program (SPMP) Year 2
 (Project No. E14021)
 Summary of Fees

		Original Contract	AMD. NO. 1	Total
BASIC SERVICES				
Preliminary Work Plan		\$49,790.00	\$0.00	\$49,790.00
1	Yr. 2 Preliminary Tasks	\$0.00	\$34,590.00	\$34,590.00
2	Yr. 2 Delivery Orders (10)	\$0.00	\$653,500.00	\$653,500.00
3	Warranty Phase	\$0.00	\$29,790.00	\$29,790.00
Subtotal Basic Services		\$49,790.00	\$717,880.00	\$767,670.00
ADDITIONAL SERVICES				
1	Control Surveys	\$0.00	\$31,650.00	\$31,650.00
Subtotal Additional Services		\$0.00	\$31,650.00	\$31,650.00
Total Fee		\$49,790.00	\$749,530.00	\$799,320.00
		05/16/14 Admin Approval		

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. xxxxxx

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	\$15,117	\$0	\$0	\$15,117	\$0	\$1,000	\$1,000	7%
Design Phase	20,818	0	0	20,818	1,000	500	1,500	7%
Bid Phase	0	0	0	0	0	0	0	n/a
Report Phase	14,166	0	0	14,166	0	0	0	0%
Construction Phase	0	0	0	0	0	0	0	n/a
Subtotal Basic Services	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
Additional Services:								
Permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Warranty Phase	0	0	0	0	0	0	0	n/a
Inspection	9,011	0	0	9,011	0	0	0	0%
Platting Survey	29,090	0	0	29,090	0	0	0	0%
Reporting	1,294	0	0	1,294	0	0	0	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	0	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$39,395	\$0	\$0	\$39,395	\$0	\$0	\$0	0%
Summary of Fees								
Basic Services Fees	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
Additional Services Fees	39,395	0	0	39,395	0	0	0	0%
Total of Fees	\$89,496	\$0	\$0	\$89,496	\$750	\$1,500	\$2,500	3%



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: COYM, REHMET & GUTIERREZ ENGINEERING, L.P.

P. O. BOX: N/A

STREET ADDRESS: 5656 S. STAPLES, 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

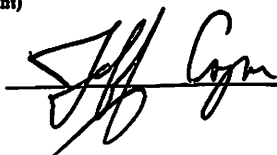
I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: JEFF COYM, P.E.

(Type or Print)

Title: PARTNER

Signature of Certifying Person:



Date:

1/6/14

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.