

**AMENDMENT NO. 1
TO CONTRACT FOR
PROFESSIONAL SERVICES**

The City of Corpus Christi, Texas hereinafter called "CITY", and **Solka Nava Torno, LLC** agree to the following amendment to the Contract for Professional Services for **Museum Roof Replacement (Project No. E12120) BOND ISSUE 2012**, as authorized and amended by:

Original Agreement	April 10, 2013	Administrative Approval	\$48,590.00
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Exhibit "A", Section A. Basic Services, shall be modified to include Design Phase Services, Bid Phase Services, and Construction Phase Services as specified in Amendment No. 1 Exhibit "A".

Exhibit "A", Section B. Additional Services, shall be modified to include Windstorm Certification, Construction Observation (Project Representation), and Warranty Phase as specified in Amendment No. 1 Exhibit "A".

Exhibit "A", Project Schedule, shall be modified as specified in the attached Amendment No. 1 Exhibit "A", Project Schedule.

Exhibit "A", Section C. Fee Summary, shall be modified as specified in Amendment No. 1 Exhibit "B" Summary of Fees for a fee not to exceed **\$81,450.00 (Eighty One Thousand Four Hundred Fifty Dollars and Zero Cents)**, for a total restated fee not to exceed **\$130,040.00 (One Hundred Thirty Thousand Forty Dollars and Zero Cents)**. Monthly invoices shall be submitted in accordance with Exhibit "C".

The ARCHITECT agrees to indemnify, save harmless and defend the "CITY", and it's agents, servants, and employees as more fully set forth in Exhibit "D".

All other terms and conditions of the April 10, 2013 contract and amendments between the City and Solka Nava Torno, LLC will remain in full force and effect.

CITY OF CORPUS CHRISTI

Gustavo Gonzalez, P.E., (Date)
Assistant City Manager
for Public Works & Utilities

RECOMMENDED

Daniel Biles, P.E., (Date)
Executive Director of Public Works

Operating Department (Date)

SOLKA NAVA TORNO, LLC



Glen Ray Torno, AIA, (Date)
Project Architect
6262 Weber Road, Suite 310
Corpus Christi, TX 78413
(361) 854-1471 Office
(361) 854-1470 Fax

APPROVED

Office of Management and Budget (Date)

ATTEST

City Secretary

Project No: E12120
Fund Source No: 550950-3162-00000-E12120
Fund Name: Public Facility 2013 GO Bond 2012
Encumbrance No: E12120ASO

ENTERED
FEB 19 2014
CONTRACT MANAGER VP

January 27, 2014

Daniel Deng P. E.
Engineering Services
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277

Subject: PROJECT E12120: Corpus Christi Museum Roof Replacement (Bond 2012)
A/E Services Fee Proposal – Phase 2

Dear Daniel,

In response to the Engineering Department Request, we are amending our A/E Services Fee Proposal previously submitted 12/13/2013 in order to conform to the example document format transmitted to us 01/21/2014.

Project Scope:

Based on the determination of the Phase 1 Final Report, the Phase 2 project scope is defined as follows:

1. Replace the entire existing Museum deteriorated roof system including Insulation, multi-layer membrane, base and parapet flashing, sheet metal flashing and parapet caps and other related roofing components and accessories on all 11 Independent roof section areas of the building with a new 20 year warranted two-ply white mineral granule surfaced modified bitumen roof system.
2. Replace the roof-mounted HVAC unit and external ductwork serving the Discovery Dome as well as various other defective roof-mounted equipment such as exhaust fans, fresh air intakes and gravity vents.
3. Replace the existing two-story high exterior glass curtain wall in the Children's Area with a windstorm impact-resistant compliant aluminum and glass curtain wall system.

Total Project Budget (Bond Amount) - \$1,600,000.00
Assumed Construction Cost Budget Amount - \$1,280,000.00

Project Delivery is expected to be by Competitive Sealed Proposal. Complete design plans, City Standard Front End Documentation, Technical Specifications and Bid Documents will be required.

A. Basic Services:

1. Preliminary Phase – Completed as Phase 1.
2. Design Phase Services (Bidding Documents)
 - a. Attend one (1) project kick-off meeting after Engineering Department written Notice to Proceed.
 - b. Provide Project Management services to ensure that the project deliverables provided meet the stakeholder requirements.
 - c. Provide additional field investigation to document as-built condition of the various roof areas and roof components.

- d. Provide additional field investigation to determine the possibility of deterioration of the steel roof decking or structural components.
- e. Prepare detailed plans, specifications and bid documents to describe the requirements of the reroofing project, including phasing.
- f. Provide structural engineering design for roofing replacement project and for curtain wall replacement.
(Note: Windstorm inspections during construction and certification to TDI are additional services).
- g. Provide mechanical and electrical engineering design to describe the requirements for replacement of roof-mounted HVAC equipment.
- h. Provide architectural and structural engineering services as required for design of the replacement aluminum and glass curtain wall system.
(Note: Windstorm inspections during construction and certification to TDI are additional services).
- i. Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that submittal of the pre-final, and final complete plans and complete bid documents with specifications accurately reflect the project requirements and do not necessitate an excessive amount of revision and correction by City staff.
- j. Prepare one (1) set of PRE-FINAL and one (1) set of FINAL Contract and Bid Documents in City format (using City Standards as applicable), 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; specifications and drawings to fix and describe, for one bid or for multiple bids, the size and character of the entire Project; description of materials to be utilized; and such other essentials as may be necessary for construction and cost analysis. Both packages will also be provided electronically in PDF and CAD formats. Said bid documents henceforth become the sole property and ownership of the City of Corpus Christi.
- k. Following the City's review of the PRE-FINAL submittal package, Architect will assimilate all review comments and make the appropriate modifications and additions/deletions to the FINAL bid package. The City agrees that any modifications of the submitted final plans (for other uses by the City) will be evidenced on the plans and be signed and sealed by a professional engineer prior to re-use of modified plans.
- l. Attend (1) one PRE-FINAL complete design meeting to review the contract and bidding documents. Attend (1) one FINAL complete design meeting to review the contract and bidding documents.

Proposed Fee (Design Phase): \$43,848.00

3. Bid Phase Services

The Architect will provide the following bid phase services:

- a. Attend Pre-Bid Meeting
- b. Attend Bid Opening
- c. Review and prepare responses to RFI's
- d. Prepare addenda as needed for the project execution
- e. Prepare a bid evaluation and provide a written recommendation to the City

Proposed Fee (Bid Phase): \$2,740.00

4. Construction Phase Services

The Architect will perform construction administration to include the following:

- a. Participate in Pre-Installation Conference
- b. Review for conformance to contract documents, shop and working drawings, materials and other submittals.
- c. 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.
- d. Make periodic visits to the site of the Project to confer with the City project inspector and Contractor to observe the general progress and quality of work, and to determine, in general, if the work is being done in accordance with the contract documents. This will not be confused with the project representative observation or continuous monitoring of the progress of construction.
- e. Prepare change orders as authorized by the City.
- f. Make final inspection with City staff and provide the City with a Certificate of Completion for the project.
- g. Review construction "red-line" drawings, prepare record drawings of the Project as constructed (from the "red-line" drawings, inspection, and the Contractor provided plans) and deliver to the Engineering Services a reproducible set and electronic file (AutoCAD r.14 or later) of the record drawings within two (2) months of final acceptance of the project.

Proposed Fee (Construction Phase): \$8,222.00

Total Basic Services Fee: \$54,810.00

B. Additional Services

1. Windstorm Engineering

Windstorm Inspection and Certification Services will be required once the Project enters the Construction Phase.

- a. Provide services of a Texas Registered and Qualified Professional Windstorm Engineer to generate and file appropriate documentation with the Texas Department of Insurance while the Project is under construction.
- b. Engineer will review and approve shop drawings and submittals for conformance with Project requirements and TDI regulations.
- c. Engineer will visit the site at appropriate intervals and stages of construction to determine if the work is being performed in accordance to the contract documents and TDI regulations.
- d. Engineer will document his site visits and observations in form acceptable to TDI and Architect.
- e. At conclusion and final acceptance of the Project, Engineer will file appropriate and timely documentation with TDI to obtain valid WPI-8 windstorm certification form.

Proposed Fee (Windstorm): \$8,620.00

2. Construction Observation (Project Representation)

Through additional observations of Contractor's work in progress, the Architect will endeavor to provide further protection for the City against defects and deficiencies in the work.

- a. **Conference and Meetings:** Attend meetings with Contractor, such as pre-construction conferences, weekly progress meetings, job conferences and other project-related meetings as required by the City, and prepare and circulate copies of minutes thereof.
- b. **Conduct Pre-Installation Conferences** as required by the Contract Documents, verify proper participation by Contractor. Prepare and circulate copies of meetings thereof.
- c. **Serve as liaison with Contractor**, working principally through Contractor's superintendent and assist in his understanding of the intent of the Contract Documents.
- d. **Interpretation of Contract Documents:** Report when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued.
- e. **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 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.**
- f. **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 and those of the Windstorm Engineer.**
- g. **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, A/E'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.**
- h. **Prepare a minimum weekly report utilizing approved City format, recording Contractor's staff on the site, weather conditions, date relative to questions of the 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 A/E and the City.**
- i. **Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.**
- j. **Report immediately to the City 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.**
- k. **Provide project photo report at the rate of a minimum of six photographs per site visit, including an adequate amount of photograph documentation of utility conflicts and pertinent issues.**
- l. **Before the issue of Certificate of Completion, submit to Contractor a list of observed items requiring completion or correction.**
- m. **Participate in a final inspection in the company of the City, and Contractor and prepare a final list of items to be completed or corrected.**

- n. 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.

Proposed Fee (Project Representation): \$16,420.00

3. Warranty Phase

Provide a maintenance guaranty inspection toward the end of the one-year period after acceptance of the Project. Note defects requiring Contractor action to maintain, repair, fix, restore, patch, or replace improvement under the maintenance guaranty terms of the contract. Document the condition and prepare a report for the City staff of the locations and conditions requiring action, with its recommendation for the method or action to best correct defective conditions and submit to City staff. Complete the inspection and prepare the report not later than sixty (60) days prior to the end of the maintenance guaranty period. (Note: Project materials and installation including roofing and sheet metal will have a 2-year Contractor's Warranty and a 20-year Manufacturer's Warranty).

Proposed Fee (Warranty Phase): \$1,600.00

Total Additional Services Fee: \$26,640.00

C. Fee Summary:


For services authorized by the Director of Engineering Services, the City will pay the A/E a fixed fee as per the table below. All fees for Additional Services are unauthorized at this time, requiring written authorization by the Director of Engineering.

Summary of Fees

A. Basic Services Fees			
1. Preliminary Phase (Completed)			
2. Design Phase	43,848.00		
3. Bld Phase	2,740.00		
4. Construction Phase	8,222.00		
Subtotal Basic Services Fees	54,810.00		
B. Additional Services Fees			
1. Windstorm Certification	8,620.00		
2. Project Representation	16,420.00		
3. Warranty Phase	1,600.00		
Sub-Total Additional Services Fees	26,640.00		
Total Fee	81,430.00		

81,450.00

D. Schedule: Refer Attached

Signed:  AIA
Glen Ray Tomo, AIA
Vice-President

PROJECT E12120: CORPUS CHRISTI MUSEUM ROOF REPLACEMENT (BOND 2012)
CITY OF CORPUS CHRISTI
PROJECT DELIVERY SCHEDULE
01/27/2014

DATE	DAY	ACTIVITY
12/13/13	Friday	Submit Original Phase 2 Fee Proposal
01/20/14	Monday	Meet with Engineering and Users to Confirm Project Scope and Discuss Fees
01/27/14	Monday	Resubmit Fee Proposal in "example" Format
03/25/14	Tuesday	Receive Contract, Purchase Order and Authorization to Proceed
07/25/14	Friday	Submit Pre-Final Project Documents
08/08/14	Friday	Pre-Final Review Meeting
08/22/14	Friday	Submit Final Documents
09/05/14	Friday	Final Review Meeting
10/03/14	Friday	Advertise for Bids
11/05/14	Wednesday	Receipt of Bids
01/13/15	Tuesday	Bid Award
02/13/15	Friday	Notice to Proceed
08/14/15	Friday	Construction Complete

**Museum Roof Replacement
Project No. E12120
Bond Issue 2012
Summary of Fees**

		ORIGINAL CONTRACT	AMEND. NO. 1	TOTAL FEE
Basic Services Fees				
1	Preliminary Phase	\$48,590.00	\$0.00	\$48,590.00
2	Design Phase	0.00	43,848.00	43,848.00
3	Bid Phase	0.00	2,740.00	2,740.00
4	Construction Phase	0.00	8,222.00	8,222.00
Subtotal Basic Services		48,590.00	54,810.00	103,400.00
Additional Services				
1	Windstorm Certification	0.00	8,620.00	8,620.00
2	Construction Observation (Project Representation)	0.00	16,420.00	16,420.00
3	Warranty Phase	0.00	1,600.00	1,600.00
Subtotal Additional Services		0.00	26,640.00	26,640.00
Total Fee		\$48,590.00	\$81,450.00	\$130,040.00
		Admin Approval 04/10/13	M2014-____ 03/25/14	

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
Basic Services:								
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	750	0	0	0	0%
Construction Phase	2,500	0	1,000	3,500	0	0	0	0%
Subtotal Basic Services	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services:								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
Summary of Fees								
Basic Services Fees	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
Total of Fees	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%

EXHIBIT "D"
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.



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: Solka Nava Torno

P. O. BOX: _____

STREET ADDRESS: 6262 Weber Road, Suite 310 CITY: Corpus Christi ZIP: 78413

FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner
4. Association 5. Other LLC

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 N/A Job Title and City Department (if known)

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name N/A Title

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name N/A Board, Commission or Committee

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name N/A Consultant


FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

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

Certifying Person: Glen Ray Torpo **Title:** A. I. A.
(Type or Print)

Signature of Certifying Person:  **Date:** 02/10/14

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.