CITY OF CORPUS CHRISTI CONTRACT FOR PROFESSIONAL SERVICES

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director of Engineering Services) and <u>HDR Engineering, Inc.</u>, a Texas corporation, 555 North Carancahua, Suite 1600, Corpus Christi, Nueces County, Texas 78401, (Architect/Engineer – A/E), hereby agree as follows:

1. SCOPE OF PROJECT

Water Supply Alternative Funding Strategies (Project No. E13012) – The scope of this project includes analysis and contract negotiation support for the Mary Rhodes – Phase II project and an analysis of strategies to manage capital costs and help minimize impacts on customer rates.

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), <u>and</u> written authorization is provided by the Director of Engineering Services.

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

3. ORDER OF SERVICES

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

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

4. INDEMNITY AND INSURANCE

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

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The City will pay the A/E a fee, as described in **Exhibit "A"**, for providing services authorized, a total fee not to exceed \$80,000.00, (**Eighty Thousand Dollars and Zero Cents**). 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

Encumbrance No.

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	HDF
Oscar R. Martinez, Date Assistant City Manager	Carl Vice 555
RECOMMENDED	Corp (361
Daniel Biles, P.E., Date Director of Engineering Services 2.20.13 Operating Department Date	(361
APPROVED AS TO FORM	
Office of Management Date and Budget	
ATTEST	
Armando Chapa, City Secretary	
Drainet No. E42040	
Project No. <u>E13012</u> Fund Source No. <u>530000-4010-30230-E13012</u>	
Fund Name: Water Operating	

HDR ENGINEERING, INC.

Zu/13

CarlE. Crull, P.E., Date
Vice President
555 North Carancahua, Suite 1600
Corpus Christi, Texas 78401
(361) 696-3300 Office
(361) 696-3385 Fax

EXHIBIT "A" CITY OF CORPUS CHRISTI

WATER SUPPLY ALTERNATIVE FUNDING STRATEGIES PROJECT NO. E13012

SCOPE OF PROFESSIONAL SERVICES TO ASSIST IN MARY RHODES PIPELINE – PHASE II NEGOTIATIONS AND TO EVALUATE ALTERNATIVE FUNDING STRATEGIES FOR WATER SUPPLY AND OTHER WATER-RELATED INFRASTRUTURE

The City of Corpus Christi is facing significant water-related infrastructure challenges arising from various factors, including: generalized growth, booming oil/gas industrial development, increased maritime trade, and potential increased wholesale service demands coupled with continuing, perhaps record drought conditions; low lake levels and reliability concerns increasingly-limited, readily-available excess water supply; aging infrastructure; and regulatory compliance issues.

This has necessitated accelerated considerations of funding and constructing the Mary Rhodes – Phase II pipeline project and how those costs might be shared with other parties. Also in recent years, the City has made great strides in addressing various utility planning, capital, and funding issues, including an overhaul and reform of its utility rate structures; enactment of a water supply development rate surcharge and associated reserve fund; formal provision of various levels of operating, contingency, and capital reserve accounts; adoption of various other capital program policies; and bringing the CIP process into timing synchronization with the annual budget process. However even with these actions, a more comprehensive array of funding and financing strategies is likely needed to better manage these significant infrastructure costs and their impact on future ratepayers.

This proposed scope of services would provide for: (A) analysis and contract negotiation support for the Mary Rhodes — Phase II project, and (B) an analysis of strategies to manage capital costs and help minimize impacts on customer rates.

SCOPE OF SERVICES

EFFORT A - PROVIDE ANALYTICAL AND NEGOTIATION SUPPORT FOR A MARY RHODES - PHASE II FUNDING AGREEMENT

Task A-1 – Assessment of Funding Proposals

HDR would confer with the City on the current status of discussions with potential funding partners. HDR would review the current cost projections for the project and various project options, assess the timing of City regional water supply needs, and the current proposals and positions in the negotiations and recommend to the City a strategy for proceeding. HDR would then provide analytical support to the City, as needed, as negotiations proceed towards decision-making.

Task A-2 - Coordination

HDR would provide coordination support in meeting, briefing, or negotiating with various entities related to the potential project which could include, among others: City staff, management, and Council; its Financial Advisor and Bond Counsel; and LNRA/Formosa. Given the unknown number of potential meetings, HDR has budgeted a placeholder amount for this.

EFFORT B – ASSESS AND RECOMMEND STRATEGIES TO MANAGE CAPITAL COSTS AND EFFECT ON THE RATES

Task B-1 – Data Gathering, Kick-off Meeting, and Policy Discussion

HDR would initiate this effort with an initial kick-off meeting to discuss information sources, City goals, current funding programs and recent initiatives, policy issues, and to refine the study approach and subject matter.

Task B-2 – Identify and Assess Measures that Affect City Capital Costs

HDR will assess various techniques or market conditions that could lower City capital (project) costs and make recommendations to the City on possible program changes. This will include consideration of economies of scale and oversizing, value engineering, strategic bidding approaches, construction market conditions, and cost-sharing through partnering.

Task B-3 – Identify and Assess Factors that Affect Project Implementation

HDR will review and assess existing City programs for project delivery and various forms of alternative delivery, ranging from more traditional approaches to CMAR to design-build to full privatization. Pros and cons of these project delivery methods will be identified reviewing such factors as legal authority, timeliness, quality of construction, span of City control, project cost, and administrative costs.

Task B-4 - Identify and Assess Programs that Affect City Financing Costs

In consultation with City Finance Staff, HDR will evaluate interim construction funding, pros and cons of cash versus debt project funding, mixes of cash/debt funding, debt funding through market versus subsidized loans, tax-exempt versus taxable bond implications, and potential grant programs. HDR will make recommendation to the City for possible program changes.

Task B-5 - Identify and Assess Factors that Affect the Timing of Capital Costs

HDR will identify and assess factors that affect the timing of capital costs, including situations where the timing of implementation of projects is under City control and just-in-time construction can be accommodated, or alternatively, where external forces and opportunity are governing the timing of action that might result in carrying the cost of excess capacity for a longer period of time. Other factors to be reviewed that affect the timing of costs would include such factors as deferred payment approaches (ex. timing of bond issues and first payments, interest-only and backloading debt schedules, deferred payment subsidized loans, etc.). Again, recommendations would be made for City consideration.

Task B-6 - Funding Approaches that Affect the Incidence of Risk, Who Pays and How

In this task effort, HDR will examine cost allocation and revenue recovery methods that can affect the incidence of risk, who pays, how they pay, and resulting customer equity considerations. This review will examine alternative utility rate funding approaches; rate surcharges; impact fees of various forms; and contract provisions. These mechanism will be assessed for customer equity; funding effectiveness and revenue stability; risk incidence, implementation issues, on-going administrative costs, and legal/regulatory defensibility. Recommendations would be made for City consideration.

Task B-7 - Coordination, Reporting, and Scheduling

HDR proposes close coordination with the City staff through regular phone and e-mail communications, scheduled coordination meetings or presentations to staff at key milestones in the effort. Our budget assumes two work sessions with City staff and one presentation to the City Council.

HDR will prepare and deliver 10 copies of a draft and final report. The draft report will be provided to the City and allow for a two weeks comments period, and then submission of a final report. Given Notice to Proceed, it is anticipated that this portion of the study effort will take approximately 90-120 days to prepare a draft report for City review.

SCHEDULE

For the Phase A efforts concerning the Mary Rhodes Phase II negotiations, HDR would perform on an oncall or as-needed basis and continue to support the City until the effort is completed or budgeted funds are expended. For the Phase B efforts concerning capital cost management and effect on the rates, HDR will prepare a draft report for City review within 60-90 days of Notice to Proceed.

BUDGET

HDR proposes to conduct the study effort for an amount of \$80,000. This fee is proposed on a per diem basis, not to be exceeded without advance written authorization from the City. Extra coordination, if desired, can be provided on a per diem basis at the hourly rates shown in Table 1. Billing would be made on a monthly basis with payment due within 45 days of invoicing.

TABLI												
					TRATE	GIE	S EV	ALUATI	ON			
		Hourly Effort										
PROPOSED F MARY RHODES PHASE II SUPPORT AND CAPIT L LABOR EXPENSES Activity FFORT A - MARY RHODES - PHASE II CONSIDERATIONS/NEGOTIATIONS Task A-1 - Provide Analytical & Negotiation Support Task A-2 - Provide Coordination Support Sub-Total FFORT B - CAPITAL STRATEGIES Task B-1 - Initial Policy Direction & Data Gathering Task B-2 - Measures that Affect City Capital Costs Task B-3 - Factors that Affect City Financing Costs Task B-4 - Programs that Affect City Financing Costs Task B-5 - Factors that Affect the Timing of Capital Costs Task B-6 - Funding Approaches that Affect the Incidence of Risk, Who Pays & Task B-7 - Coordination, Reporting, and Scheduling Sub-Total Total Labor F- Loaded Labor Expense per Total Condition (telephone, FAX, mail) Reproduction (telephone, FAX, mail) Reproduction Misc.	Proje	ect		Senior	Financi						T	otal
Activity	Mana	ger	E	ngineer	Analys	it :	Cl	erical	Total Hou	rs	<u>c</u>	cost
FFFORT A - MARY RHODES - PHASE II CONSIDERATIONS/NEGOTIATIONS			•	- +		1	i		•	***		
		40.0		24.0		- ;			64	1.0	\$	15,78
		48.0		24.0				4.0	76	3.0	\$	17,954
		88.0		48.0		•		4.0	140	0.0	\$	33,735
FEFORT B. CAPITAL STRATEGIES												
		12.0		8.0					20	0.0	\$	4,940
		4.0		12.0					16	3.0	\$	4,04
		4.0	•	18.0			• · · · ·		22	2.0	\$	5,58
		12.0	•	6.0					18	3.0	\$	4,42
		8.0		6.0					14	1.0	\$	3,464
Task B-6 - Funding Approaches that Affect the Incidence of Risk, Who Pays & How	•	16.0		6.0					2	2.0	\$	5,389
		30.0		30.0				4.0	64	4.0	\$	15,16
		86.0		86.0				4.0	170	3.0	\$	43,00
Total Labor Hours		174.0		134.0		-		8.0	310	3.0		
		241	•	257	\$	146	S	62		•		
Total Labor Expense		1,863	_	34,379			\$	496			\$	76,736
D MONI ADOD EVERNERS			• •	Ur	nit				Total			
		Quantity				Price			Cost			
An B A		3,520		miles	s ().50		r mile	\$ 1,7	60		
		316		hours		3.70		r hour	\$ 1,1			
		25	•	68.	Š	1		l.s.		25		
	-	20		reports	S	5	* ** ***	ea.		00		200
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MISC. Total Non-Labor Expenses										62		
The second state of the se	1 1 73										•	80,000
C. TOTAL PROJECT BUDGET										_	\$	ου,u

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

EXHIBIT "B" Page 1 of 3

- 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:

				Total	Amount	Previous	Total	Percent
Basic Services:	Contract	Amd No. 1	Amd No. 2	Contract	Invoiced	Invoice	Invoice	Complete
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%



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:	HDR Engineering, Inc	c.		
P. O. BOX:				
STREET ADDRESS:	555 N. Carancahua, Su	nite 1600 CITY:	Corpus Christi	ZIP:
	poration 2 ociation 5	2. Partnership Other	3. Sole Owne	er 🗌
If additional space is need 1. State the names of exinterest" constituting 2. Name N.A.	DISCLOSURE cessary, please use the reveach "employee" of the 3% or more of the owners	QUESTIONS The state of this page of the computer of the compu		hip
				
2. State the names of eaconstituting 3% or mo	ch "official" of the City of the orthogonal of the ownership in the	of Corpus Christi havi e above named "firm."	ng an "ownership intere	est"
Name N.A.		Title		
				
3. State the names of ear interest" constituting	nch "board member" of the 3% or more of the owners	ne City of Corpus Ch ship in the above nam	risti having an "owners ed "firm."	hip
Name N.A.		Board, Commission	or Committee	
4. State the names of ea who worked on any interest" constituting	ach employee or officer of matter related to the sulphy or more of the owners.	of a "consultant" for ubject of this contrac ship in the above nam	the City of Corpus Chi ct and has an "owners ed "firm."	risti ship
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:	Carl E. Crull, P. E.	Title:	Vice President	
Signature of Certifying Person:	(Type or Print) ng		Date: 1/9/13	

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.