

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 **KLEINFELDER CENTRAL, INC.**, a Texas corporation, 5002 Ambassador Row, Corpus Christi, Texas 78416, (**Architect/Engineer – A/E**), hereby agree as follows:

1. SCOPE OF PROJECT (J.C. Elliott Landfill New Office Building) (Project No. E11060)

<p>The new office Building will support Landfill activities and house approximately 20 employees at the J.C. Elliott Citizens Collection Center, Solid Waste Transfer Station and Scale House.</p>
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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" and "A-1"**, 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 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"**.

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 \$115,509.00, (One Hundred Fifteen Thousand Five Hundred Nine 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

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

Oscar R. Martinez, Date
Assistant City Manager

KLEINFELDER CENTRAL, INC.

[Signature] 5-17-13

Jerry Lipstreu Date
Project Manager
5002 Ambassador Row
Corpus Christi, TX 78416
(361) 854-4774 Office
(361) 854-4924 Fax

RECOMMENDED

[Signature] 5/17/13

Daniel Biles, P. E., Date
Director of Engineering Services

[Signature] 5/21/13

Operating Department Date
Laurence Miodajczyk

APPROVED AS TO FORM

Office of Management Date
and Budget

ATTEST

Armando Chapa, City Secretary

Project Number: E11060
Funding Source: 550950-3365-00000-E11060
Fund Name: Sanitary Landfill 2008 CIP
Encumbrance Number: _____

ENTERED *[Signature]*

MAY 15 2013

CONTRACT MANAGERS

EXHIBIT A
CITY OF CORPUS CHRISTI, TEXAS
J.C. Elliott Transfer Station
Administrative Building Improvements

PROJECT UNDERSTANDING

We understand that the existing administration / staff building at the J. C. Elliott Transfer Station is undersized and in substandard condition. A new structure to accommodate administrative and staff support needs will be developed. The new building will accommodate a workforce of approximately 20 employees, including 3 to 5 administrative staff (these may be transient desks or workstations for drivers or dispatch personnel), related storage and equipment areas, plus lunchroom/break room, kitchen, locker, toilet and related support spaces for yard staff. No public transaction windows or other dedicated functions are needed. We estimate that this will require a single-story pre-engineered metal building structure of approximately 3,000 square feet with the building exterior panels to match the existing scale house panels. The design wind speed elected by the client is 130-mph (3 Sec Gust) in accordance with the International Building Code 2009. The design of standby generator power will be included in the project design.

Kleinfelder will provide project management, geotechnical services, civil engineering and architectural design services for the project. Govind Development will provide structural engineering, cost estimating and assistance with local permits and approvals under subcontract to Kleinfelder. Stridde Callins Associates (SCA) will provide plumbing, mechanical and electrical design services under subcontract to Kleinfelder. Frontier will provide surveying services under a subcontract to Kleinfelder.

ASSUMPTIONS

- The project site is not impacted by the presence of landfill gas or hazardous waste.
- The project site is not located in an area with the presence of uncontrolled fill, weak or unsuitable soil materials for the development of the site.
- The project site is not within an environmentally sensitive or protected area under current Local, State or Federal regulations.
- The design of standby generator power will be included in the project design but will be limited to the staff support building only.
- The project scope does not include upgrades of any existing utility systems or reuse of existing services to the existing facility.

1. SCOPE OF SERVICES

1. A. Basic Services.

1. Preliminary Phase. The Architect/Engineer-A/E will:

It is the intent of the Preliminary Phase to provide a study and report of project scope with economic and technical evaluation of alternatives, and upon approval, proceed in a design memorandum which includes Preliminary designs, drawings, and written description of the project. This report shall include:

a. ~~Provide scope of soil investigation, borings, and laboratory testing, (The City of Engineering Service department will provide necessary soil investigation and testing under one or more separate contracts).~~

b. Confer with the City staff regarding the design parameters of the Project. The Engineer will participate in a minimum of **(one)** formal meetings with City staff, provide agenda and purpose for each formal meeting; document and distribute meeting minutes and meeting report within seven (7) working days of the meeting. The A/E will participate in discussions with the operating department and other agencies (such as the Texas Department of Transportation (TxDOT) and Texas Commission of Environmental Quality (TCEQ)) as required to satisfactorily complete the Project.

c. Submit one (1) copy in an approved electronic format, and one (1) paper copies of the Design Memorandum, with executive summary, opinion of probable construction costs with life cycle analysis, defined technical evaluations of identified feasible alternatives, and review with City staff to produce an acceptable format which contains common municipal elements. Design Memorandum will include the following (with **CONSTRUCTABILITY** being a major element in all the following items):

- 1) Review of the Project with the respective Operating Department(s) and discussions including clarification and definition of intent and execution of the Project; The A/E will meet with City staff to collect data, discuss materials and methods of construction, and identify design and construction requirements.
- 2) Review and investigation of available records, archives, and pertinent data related to the Project including taking photographs of the Project site, list of potential problems and possible conflicts, intent of design, and improvements required, and conformance to relevant Master Plan(s).
- 3) Identify results of site field investigation including site findings, existing conditions, potential right of way/easements, and probable Project design solutions; (which are common to municipalities).

- 4) Provide a presentation of pertinent factors, sketches, designs, cross-sections, and parameters which will or may impact the design, including engineering design basis, preliminary layout sketches, identification of needed additional services, preliminary details of construction of critical elements, identification of needed permits, identification of specifications to be used, identification of quality and quantity of materials of construction, and other factors required for a professional design (CONSTRUCTABILITY).
- 5) Advise of environmental site evaluations and archeology reports that are needed for the Project (Environmental issues and archeological services to be an Additional Service).
- ~~6) Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project and permitting, environmental, historical, construction, and geotechnical issues; and meet with pertinent authorities.~~
- 7) Confer, discuss, and meet with City operating department(s) and Engineering Services staff to produce a cohesive, well-defined proposed scope of design, probable cost estimates(s) and design alternatives.
- 8) Provide a letter stating that the A/E and Sub-consultant Engineers have checked and reviewed the design memorandum prior to submission.
- 9) Provide an analysis on project impacts towards "re-engineering" and effects on cost savings toward City operations, which this project will affect.

City staff will provide one set only of the following information (as applicable):

- a. Record drawings, record information of existing facilities, and utilities (as available from City Engineering files).
- b. The preliminary budget, specifying the funds available for construction;
- c. Aerial photography for the Project area.
- d. Through separate contract, related GIS mapping for existing facilities.
- e. A copy of existing studies and plans. (as available from City Engineering files).
- f. Field location of existing city utilities. (A/E to coordinate with City Operating Department).
- g. ~~Provide applicable Master Plans.~~

- h. Provide loading conditions and tolerance for different movement for structures.
2. Design Phase. Upon approval of the preliminary phase, designated by receiving authorization to proceed, the A/E will:
- a. Study, verify, and implement **design memorandum** recommendations including construction sequencing, connections to the existing facilities, and restoration of property and incorporate these plans into the construction plans. Development of the construction sequencing will be coordinated with the City Operating Department(s) and Engineering Services staff.
 - b. Prepare **one** sets of Construction Bid and Contract 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.
 - c. Provide assistance identify testing, handling and disposal of any hazardous materials and/or contaminated soils that may be discovered during construction (to be included under additional services).
 - d. Prepare final quantities and estimates of probable costs with the recommended construction schedule. The construction schedule will provide a phased approach to better track progress and payments.
 - e. Furnish one (1) copy of the interim plans (plans only-identify needed specifications) to the City staff for review and approval purposes with estimates of probable construction costs. Identify distribution list for plans and bid documents to all affected utilities including City and all other affected entities. **Required** with the interim plans is a "Plan Executive Summary" which will identify and summarize the project by distinguishing key elements such as:
 - Pipe Size or Building Size
 - Pipe Material, etc.
 - Why one material is selected over another
 - Pluses of selections
 - ROW requirements and why
 - Permit requirements and why
 - Easement requirements and why
 - Embedment type and why

- Constructability, etc.
 - Specific requirements of the City
 - Standard specifications
 - Non-standard specifications
 - Any unique requirements
 - Cost, alternatives, etc.
 - Owner permit requirements and status
- f. Assimilate all review comments, modifications, additions/deletions and proceed to next phase, upon Notice to Proceed.
 - g. Provide 1 copy of pre-final plans and bid documents to the City Staff for review and approval purposes with revised estimates of probable costs. Compile comments and incorporate any requirements into the plans and specifications, and advise City of responding and non-responding participants.
 - h. Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that submittal of the interim, pre-final (if required), and final complete plans and complete bid documents with specifications accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City staff. **The Consultant A/E and Sub-consultant A/E shall submit a letter declaring that all engineering disciplines of all phases of the submittals have been checked, reviewed, and are complete prior to submission, and include signature of all disciplines including but not limited to structural, civil, mechanical, electrical, etc.**
 - i. If required, provide traffic controls including a Traffic Control Plan, illumination, markings and striping, signalization, and as delineated by the City Traffic Engineering Department.
 - j. Upon approval by the Director of Engineering Services, provide one (1) set (hard copy and electronic) of final plans and contract documents suitable for reproduction (In City Format) and said bid documents henceforth become the sole property and ownership of the City of Corpus Christi.
 - k. 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. Prepare and submit monthly status reports with action items developed from monthly progress and review meetings.
 - m. Provide a Storm Water Pollution Prevention Plan.
 - n. ~~Ordinance No. 19663 establishes the Municipal Public Arts Program requiring works of art to be included in certain city vertical construction~~

~~projects. If it is determined this project is subject to Municipal Public Art Program, the architect/engineer will cooperate during the design process to fulfill the requirements of the ordinance.~~

The City staff will:

- a. Designate an individual to have responsibility, authority, and control for coordinating activities for the construction contract awarded.
- b. Provide the budget for the Project specifying the funds available for the construction contract.
- c. Provide the City's standard specifications, standard detail sheets, standard and special provisions, and forms for required bid documents in standard electronic formats

3. Bid Phase. The A/E will:

- a. Participate in the pre-bid conference and provide a recommended agenda for critical construction activities and elements impacted the project.
- b. Assist the City in solicitation of bids by identification of prospective bidders, and review of bids by solicited interests.
- c. Review all pre-bid questions and submissions concerning the bid documents and prepare, in the City's format, for the Engineering Services' approval, any addenda or other revisions necessary to inform contractors of approved changes prior to bidding.
- d. Attend bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendation concerning award of the contract.
- e. In the event the lowest responsible bidder's bid exceeds the project budget as revised by the Engineering Services in accordance with the A/E's design phase estimate required above, the Engineer will, at its expense, confer with City staff and make such revisions to the bid documents as the City staff deems necessary to re-advertise that particular portion of the Project for bids.

The City staff will:

- a. Arrange and pay for printing of all documents and addenda to be distributed to prospective bidders.
- b. Advertise the Project for bidding, maintain the list of prospective bidders, receive and process deposits for all bid documents, issue (with the assistance of the A/E) any addenda, prepare and supply bid tabulation forms, and conduct bid opening.
- c. Receive the Engineer's recommendation concerning bid evaluation and recommendation and prepare agenda materials for the City Council concerning bid awards.

- d. Prepare, review and provide copies of the contract for execution between the City and the contractor.
4. Construction Phase. The A/E will perform contract administration to include the following:
 - a. Participate in pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements impacted the project.
 - b. Review for conformance to contract documents, shop and working drawings, materials and other submittals.
 - c. Review field and laboratory tests.
 - d. 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.
 - e. Make regular 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.
 - f. Prepare change orders as authorized by the City (coordinate with the City's construction division); provide interpretations and clarifications of the plans and specifications for the contractor and authorize minor changes which do not affect the contractor's price and are not contrary to the general interest of the City under the contract.
 - g. Make final observation with City staff and provide the City with a Certificate of Completion for the project.
 - h. As applicable, review and assure compliance with plans and specifications, the preparation of operating and maintenance manuals (by the Contractor) for all equipment installed on this Project. ~~These manuals will be in a "multimedia format" suitable for viewing with Microsoft's Internet Explorer, version 3.0. As a minimum the Introduction, Table of Contents, and Index will be in HTML (HyperText Markup Language) format, with HyperText links to the other parts of the manual. The remainder of the manual can be scanned images or a mixture of scanned images and text. use the common formats for scanned images - GIF, TIFF, JPEG, etc.. Confirm before delivery of the manuals that all scanned image formats are compatible with the image viewing software available on the City's computer - Imaging for Win95 (Wang) and Microsoft Imaging Composer. Deliver the manuals on a CD-ROM, not on floppy disks.~~
 - i. Review construction "red-line" drawings, prepare record drawings of the Project as constructed (from the "red-line" drawings, observation, 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. All drawings will be CADD drawn using dwg format in AutoCAD, and graphics data will be in dxf format with each layer being provided in a separate file. Attribute data will be provided in ASCII format in tabular form. All electronic data will be compatible with the City GIS system.

The City staff will:

- a. Prepare applications/estimates for payments to contractor.
- b. Conduct the final acceptance inspection with the Engineer.

2. B. Additional Services (ALLOWANCE)

This section defines the scope (and ALLOWANCE) for compensation for additional services that may be included as part of this contract, but the A/E will not begin work on this section without specific written approval by the Director of Engineering Services. Fees for Additional Services are an allowance for potential services to be provided and will be **negotiated** by the Director of Engineering Services as required. The A/E will, with written authorization by the Director of Engineering Services, do the following:

1. **Permitting.** Furnish the City all engineering data and documentation necessary for all required permits. The A/E will prepare this documentation for all required signatures. The A/E will prepare and submit all permits **as applicable** to the appropriate local, state, and federal authorities, including, but not limited to:
 - a. ~~Union Pacific Railroad, Missouri Pacific Railroad, or any other railroad operating in the area~~
 - b. ~~TxDOT Permits/Amendments~~
 - c. ~~Wetlands Delineation and Permit~~
 - d. ~~Temporary Discharge Permit~~
 - e. ~~NPDES Permit/Amendments~~
 - f. Texas Commission of Environmental Quality (TCEQ) Permits/Amendments
 - g. ~~Nueces County~~
 - h. ~~Texas Historical Commission (THC)~~
 - i. ~~U.S. Fish and Wildlife Service (USFWS)~~
 - j. ~~U.S. Army Corps of Engineers (USACE)~~
 - k. ~~United States Environmental Protection Agency (USEPA)~~

- ~~1. Texas Department of License and Regulation (TDLR)~~
- ~~2. **Right-of-Way (ROW) Acquisition Survey.** The A/E will review existing ROW and easements to ascertain any conflicts and provide field ROW surveys and submit ROW plats and descriptions for the City's use in the acquisition process. All work must comply with Category 1-A, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with all TxDOT requirements as applicable. A/E Consultant will be required to perform all necessary deed research.~~
- ~~3. **Topographic Survey.** Provide field surveys, as required for design including the necessary control points, coordinates and elevations of points (as required for the aerial mapping of the Project area - aerial photography to be provided by City). Establish base survey controls for line and elevation staking (not detailed setting of lines and grades for specific structures or facilities). All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 6, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. Include reference to a minimum of two (2) found boundary monuments from the project area.~~
- ~~4. **Environmental Issues**
 - ~~a. Provide environmental site evaluations and Archeology Reports that are needed for the Project.~~
 - ~~b. Identify and develop a scope of work for any testing, handling and disposal of hazardous materials and/or contaminated soils that may be discovered during construction.~~~~
- ~~5. **Construction Observation Services.**
 - ~~1. Provide a project representative (PR) to provide periodic construction inspection.
 - ~~A. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the PR and assistants, the A/E shall endeavor to provide further protection for the CITY against defects and deficiencies in the Work.~~
 - ~~B. The duties and responsibilities of the PR are described as follows:
 - ~~1. General: PR will act as directed by and under the supervision of A/E, and will confer with A/E regarding PR's actions. PR's dealings in matters pertaining to the Contractor's work in progress shall in general be with A/E and Contractor, keeping the CITY advised as necessary.~~
 - ~~2. Conference and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings as required by the City, and prepare and circulate~~~~~~~~

copies of minutes thereof.

~~3. Liaison:~~

~~A. Serve as liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.~~

~~B. PR shall communicate with CITY with the knowledge of and under the direction of A/E~~

~~4. Interpretation of Contract Documents: Report when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued.~~

~~5. Shop Drawings and Samples:~~

~~A. Receive Samples, which are furnished at the Site by Contractor, and notify of availability of Samples for examination.~~

~~B. Record date of receipt of Samples and approved Shop Drawings.~~

~~C. Advise Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PR believes that the submittal has not been approved.~~

~~6. Review of Work and Rejection of Defective Work:~~

~~A. Conduct on-Site observations of Contractor's work in progress to assist A/E in determining if the Work is in general proceeding in accordance with the Contract Documents.~~

~~B. Report whenever PR believes that any part of Contractor's work in progress will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise City and A/E of that part of work in progress that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.~~

~~C. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.~~

~~7. Records:~~

~~A. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the Contract, 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.~~

~~B. Prepare a daily report utilizing approved City format, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to A/E and the City.~~

~~8. Reports:~~

~~A. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.~~

~~B. Report immediately to the CITY and A/E the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.~~

~~C. Provide project photo report on CD-ROM at the rate of a minimum of two photographs per day, including an adequate amount of photograph documentation of utility conflicts.~~

~~9. Completion:~~

~~A. Before the issue of Certificate of Completion, submit to Contractor a list of observed items requiring completion or correction.~~

~~B. Participate in a final inspection in the company of A/E, the CITY, and Contractor and prepare a final list of items to be completed or corrected.~~

~~C. Observe whether all items on final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.~~

6. **Start-up Services.** Provide on-site services and verification for all start-up procedures during actual start up of major Project components, systems, and related appurtenances if needed and required.

7. **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 no later than sixty (60) days prior to the end of the maintenance guaranty period.

8. ~~Provide SCADA Documentation.~~ Provide standardized SCADA documentation, which will include PFDs, P&IDs, loop sheets, logics, SCADA architecture, DCS I/O lists, instrument lists, tie-in lists, piping lists, equipment lists, and instrumentation specification sheets.

2. SCHEDULE

PROPOSED PROJECT SCHEDULE

DAY	DATE	ACTIVITY
Wednesday	19 June 13	Begin Preliminary Phase
Monday	15 July 13	Begin Design Phase
Friday	19 July 13	Interim Submittal
Friday	16 Aug 13	City Review
Friday	13 Sept 13	Pre-Final Submittal
Friday	11 Oct 13	City Review
Friday	8 Nov 13	Final Submittal
Monday (2)	18 Nov 13	Advertise for Bids
Tue/Wed/Thu	Dec 3,4,5 13	Pre-Bid Conference
Wednesday	18 Dec 13	Receive Bids
Monday	15 Jan 14	Begin Construction
Weekday	9 April 14 (12 weeks)	Construction Completion

3. FEES

3. A. Fee for Basic Services. The City will pay the A/E a fixed fee for providing for all "Basic Services" authorized as per the table below. The fees for Basic Services will not exceed those identified and will be full and total compensation for all services outlined in Section I.A.1-4 above, and for all expenses incurred in performing these services. For services provided in Section I.A.1-4, A/E will submit monthly statements for basic services rendered. In Section I.A.1-3, the statement will be based upon A/E's estimate (and City Concurrence) of the proportion of the total services actually completed at the time of billing. For services provided in Section I.A.4, the statement will be based upon the percent of completion of the construction contract. City will make prompt monthly payments in response to A/E's monthly statements.

4. B. Fee for Additional Services. For services authorized by the Director of Engineering Services under Section I.B. "Additional Services" the City will pay the A/E a not-to-exceed fee as per the table below:

C. Summary of Fees

Fee for Basic Services	
1. Preliminary Phase	\$25,678
2. Design Phase	\$42,697
3. Bid Phase	\$7,331
4. Construction Phase	\$13,869
Subtotal Basic Services Fees	\$89,575
Fee for Additional Services (Allowance)	
1. Permit Preparation (as applicable)	
Railroads	
— TXDOT	
— Wetlands Delineation and Permit	
— Temporary Discharge Permit	
— NPDES Permit/Amendments	
— TNRCC	
— Nueces County	
— Texas Historical Commission	
— U.S. Fish and Wildlife Service	
— U.S. Army Corps of Engineers	
— U.S. Environmental Protection Agency	
— Texas Department of License and Regulation	
— Texas Commission on Environmental Quality	\$2,954
Total Permitting	
ROW Acquisition Survey (AUTHORIZED)	0
3. Topographic Survey (AUTHORIZED)	\$8,306
4. Environmental Issues	0
5. Construction Observation Services	0
6. Start-up Services	\$2,808
7. Warranty Phase	\$2,808
8. Provide SCADA Documentation	0
9. As-Built Electrical for Generator Upgrade	\$2,530
10. Windstorm Certification	0
11. Geotechnical investigation	\$6,528
Sub-Total Additional Services Fees Authorized	\$25,934
Total Authorized Fee	\$115,509

**CITY OF CORPUS CHRISTI, TEXAS
J.C. ELLIOTT TRANSFER STATION
ADMINISTRATIVE BUILDING IMPROVEMENTS**

**EXHIBIT A-1
SCOPE OF WORK**

A. BASIC SERVICES

A.1 PRELIMINARY PHASE

Project Initiation and Data Collection

Kleinfelder will attend one Project Initiation team meeting with the Client to develop an initial Work Plan of specific tasks, staff assignments and responsibilities, deliverable products, project calendar and budget. One visit to the project site will be performed with the Client.

This initial phase will include the following activities:

- Observe site operations, existing utility systems, vehicle movements, parking, pedestrian movements, etc., which may affect the location or design of new facilities.
- Review existing documentation of the property, site and buildings, as available. Identify additional information needed and assign responsibility.
- Confer with Client and designated users to develop functional requirements for all areas of the proposed building, including room sizes, room-to-room adjacencies, employee counts, required heating and cooling, communications, security, appliances and other equipment, furnishings, fixed and movable furniture, etc.
- Determine applicable codes and standards, including Texas state and local Corpus Christi building codes, City design and construction codes, City ordinances, planning requirements, ADA and Texas accessibility standards, other City departmental regulations, Energy codes, Windstorm and other insurance regulations, etc.
- One (1) project initiation meeting with the design team (remote via videoconference or telephone)
- One (1) Project kick-off meeting in Corpus Christi with City and design team.
- Two (2) Progress meetings with the design team (remote via videoconference or telephone)

As an Additional Service under Item B.3, a site specific topographic and location survey will be performed and used to prepared base map and identify existing utilities, structures, drains, grade breaks and field information for use in preparing schematic designs. Surveys performed will utilize horizontal and vertical controls based on official government recorded control points and survey markers.

Conceptual Design

A Conceptual design approach will be prepared for the proposed building, including recommended improvements to the site. The concept will include a diagrammatic site plan and building plan, showing the general location, size and organization of site features and spaces within the building. We will develop a preliminary listing of interior furnishing and equipment to be accommodated.

Conceptual Cost Estimates

Kleinfelder will develop a conceptual estimate of probable construction cost based on the preliminary building design, construction type, primary materials, and finishes, building systems, furnishings and equipment. The estimate will include site and utility design elements. Unit costs will be based on industry standard data, current trends and local conditions, probably bidding conditions at the time of construction, and historical data from past City bid tabulations if available. As appropriate, this estimate may recommend the inclusion of Alternates for budget control. The purpose of the conceptual estimate of probable construction cost is for budget planning purposes, and will include a 30% percent contingency not to be used for bid or construction purposes.

Basis of Engineering Design Report

We will prepare a Basis of Design report presenting the methodology, findings and recommendations for the project. A written narrative of the proposed work, the conceptual site and building design and the conceptual cost estimate will be included, along with data sheets for each room and for the general building requirements. A summary of building code, accessibility requirements and required reviews, permits and approvals will be included, along with a preliminary schedule for final design, procurement and construction. This report will be in an 8½ x 11 or 11 x 17 format and will be delivered in electronic and hard copy formats.

A.2 DESIGN PHASE

Schematic Design

An interim Schematic design will be prepared for the proposed building, including recommended improvements to the site. The schematic design package will include site plans including utility services and building plans, exterior elevations and interior layouts of furnishing and equipment. We will prepare a basic 3D model to illustrate the general building massing, appearance, recommended materials and relationships to other

structures and site features. The Schematic documents will also identify specific improvements to utilities, grading, drainage, surface treatments and features, parking, access, electrical services, communications and buildings and existing structures to be made within the project area. Utility services include new domestic sewer service connection to the city sewer system, including abandonment of the existing septic system, water, additional drainage structures to control runoff, gas service and demolition of existing structures within the project area. The Plan Executive Summary identified in Section 2.e of Exhibit "A" will be included in this task.

Final Design and Construction Documents

Based on the City's acceptance of the Interim (Schematic) design package, Kleinfelder will provide complete Civil, Structural, Architectural and MEP drawings and specifications suitable for bidding. As directed by the City, we will provide a pre-final submittal of plans, specifications, bid documents and cost estimate for review prior to preparation of the final bid package. City standard contract documents, forms and templates will be used in preparation of the bid package.

Final Cost Estimate and Construction Schedule

Kleinfelder will prepare a final estimate of probable construction cost based on the completed site and building design. Costs will be based on industry standard data, current trends and local conditions, probable bidding conditions at the time of construction, and historical data from past City bid tabulations if available. If requested by the City, this estimate may include Alternates. An updated Construction Schedule based on anticipated bid, award, construction start and completion dates will be prepared. This schedule will identify all major construction activities and phases and will include an outline Schedule of Values and a projection of anticipated monthly payments to the Contractor.

A.3 BID PHASE

Kleinfelder will assist the City in the identification of potential bidders, attend a pre-bid conference, respond to pre-bid questions, issue clarifications or Addenda as necessary, attend bid opening, evaluate and report on bids, and prepare letter of recommendation of award of the construction contract, etc., as specified in Section 3 of Exhibit "A".

A.4 CONSTRUCTION PHASE

Mobilization and Construction

Upon receiving Contractors Notice to Proceed from the City of Corpus Christi, Kleinfelder will begin construction phase administration services. The estimated construction schedule is 12 weeks. A minimum of 5 regular visits by one Kleinfelder representative will be made to the construction site. The Kleinfelder representative will perform these services as described under Construction Phase Services of Exhibit A. If

additional visits are required by a Kleinfelder representative due to an extended construction schedule, the City of Corpus Christi will be notified of the estimated number of increased visits required to meet contract requirements and will provide an estimated fee for the increased services.

Project Close-out

Upon notification by the contractor of the date of substantial completion, Kleinfelder will arrange a final inspection. A site visit with Kleinfelder, the Contractor and the City of Corpus Christi will be conducted. A site walk will be performed at that time observing the completed work, installations and construction. Observations will be made to determine compliance with contract documents, designs and specifications. During the site visit and observation agreement, a summary of those items not meeting project specifications or not being completed under contract requirements will be prepared and designated as the "Punch List" which itemizes remaining work to complete, correct or modify. The contractor will be required to notify the city of Corpus Christi and Kleinfelder when the punch list items have been addressed. A second meeting with the contractor, the City of Corpus Christi and Kleinfelder will be held onsite to confirm and verify the required corrections under the punch list were completed. A certificate of completion will be prepared and issued to the contractor only when the items listed in the Punch List are confirmed to be corrected and documented to be complete.

ADDITIONAL SERVICES

B.1 Permitting

Designs prepared for the JC Elliott Building Improvements will be processed with the City of Corpus Christi Development Services Department. Additional services under this task include revisions to the JC Elliott TS permit document with the TCEQ. Under this scope of work, additional permitting is not anticipated for the items listed under Exhibit A 3.B.1. With these assumptions, an Allowance budget of \$2,954 has been allocated for this task. If additional permitting requirements are necessary, Kleinfelder will notify the City of Corpus Christi and prepare an additional scope of work and fee.

B.2 Right-of-Way (ROW) Acquisition Survey (not applicable to this project)

B.3 Topographic Survey

A topographic survey of the project site is necessary for the preparation of design and development plans. The area of site development will be confined to the compound within the fenced area of the transfer station of approximately 4.5 acres. Mapping this area allows consideration of the most options in development of the site for new building construction. An allowance budget of \$8,306 is estimated for this task.

B.4 Environmental Issues

The JC Elliott Transfer Station Building improvements site area is located adjacent to the JC Elliott Landfill which was closed in 2006. At the present time, no known environmental hazards or conditions are evident at the project site. Should these conditions become apparent or evident during data search, records search, field investigation or construction, Kleinfelder will immediately notify the City of Corpus Christi of this discovery or evidence which may require appropriate action. Kleinfelder will prepare a separate scope and fee for review and approval by the City of Corpus Christi prior to initiating actions to the conditions identified. No estimated Allowance for these services is set at this time.

B.5 Construction Observation Services

These services are not included in this project.

B.6 Start-up Services

Start-up services will be conducted by the City of Corpus Christi, in the presence of the Kleinfelder representative and the Contractor. Observations and verification of the functionality and operation of systems, equipment and related devices installed will be documented under this task. An allowance of \$2,808 is estimated for this task.

B.7 Warranty Phase

In accordance with the City of Corpus Christi requirements, the Contractor will warrantee all completed work and installations for a period of one year from date of certified completion. During this time Kleinfelder will work with contractor directly in supporting the City of Corpus Christi in ensuring the obligations of the contractor are met under the agreement. The number, type and level of services required for this task are difficult to estimate, and an allowance estimate for providing this support to the City of Corpus Christi is \$2,808.

B.8 Provide SCADA Documentation

These Services are not applicable to this project.

B.9 Provide Soil Investigation, Borings, and Testing

The purpose of the proposed soil investigation will be to provide recommendations for use during the design of foundations for the J C Elliott Transfer Station Building Improvements project. To accomplish this purpose, this task includes exploring subsurface soil conditions, obtaining physical soil properties by laboratory testing, and providing recommendations for use during design of the foundations. This scope is discussed in detail below.

Field Exploration

- Coordinate field activities with the city of Corpus Christi personnel
- Locate the proposed borings using a site plan and measurements from existing landmarks; these locations will be recorded in the field using a hand-held GPS device
- Contact Texas 811 to locate buried utilities within existing easements and right-of-ways
- Mobilize a truck-mounted drilling rig to drill 2 borings, one to a depth of 25 feet below grade and one to a depth of 40 feet below grade
- Sample the subsurface soil continuously to a depth of 10 feet, and then every 5 feet thereafter; samples will be collected using either a tube sampler, or a split spoon sampler in conjunction with the standard penetration test
- Observe for groundwater seepage during drilling and, if encountered, after a 10 minute waiting period
- Backfill boreholes with soil cuttings upon completion

The borings will be logged in the field by a Kleinfelder engineering technician.

Laboratory Testing

Selected laboratory testing will be conducted on samples that are representative of materials obtained during the field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analysis. These tests may include

- Moisture content
- Atterberg limits (liquid and plastic limits)
- Percent passing No. 200 sieve
- Dry density and moisture content
- Unconfined compressive strength

Kleinfelder will retain soil samples for 30 days after submission of the final report. Further storage or transfer of samples can be made at owner expense upon written request.

Engineering Analysis and Report

An engineering analysis and evaluation of the field and laboratory data will be performed for the project, based on available project concepts. Information to be provided in the report includes the following items.

- Description of the field exploration and laboratory testing
- Summary of laboratory test results
- Discussion of subsurface soil and groundwater conditions
- General discussion of the site geology
- Discussion of potential soil movements, including calculated potential vertical rise (PVR)
- Recommendations for foundation type, depth, and allowable loading
- Seismic geotechnical criteria per International Building Code (2009)
- Earthwork recommendations, including backfill requirements
- Plan of borings to scale illustrating the approximate location of each boring
- A log of each boring indicating the boring number, depth of each stratum, soil classification and description, and groundwater information

One bound copy and one electronic copy of the report.

An allowance of \$6,528 is estimated for this task.

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. 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%

Basic Services:
 Preliminary Phase
 Design Phase
 Bid Phase
 Construction Phase
 Subtotal Basic Services

Additional Services:
 Permitting
 Warranty Phase
 Inspection
 Platting Survey
 O & M Manuals
 SCADA
 Subtotal Additional Services

Summary of Fees
 Basic Services Fees
 Additional Services Fees
 Total of Fees



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: Kleinfelder Central, Inc.

P. O. BOX: _____

STREET ADDRESS: 5002 Ambassador Row CITY: Corpus Christi ZIP: 78416

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>	
_____	_____
_____	_____
_____	_____

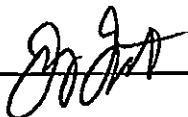
FILING REQUIREMENTS

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: JERRY LIPSTREN Title: Project Manager
(Type or Print)

Signature of Certifying Person:  Date: 1/10/13

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.