

**CONTRACT FOR PROFESSIONAL SERVICES
AGREEMENT**

This AGREEMENT is between the City of Corpus Christi, Texas, a Texas home-rule municipal corporation, "CITY", acting through its duly authorized City Manager or designee ("City Engineer"), and SCS FIELD SERVICES, a ^{Virginia} ~~Texas~~ corporation, acting through its duly authorized representative who is David Mezzacappa, P.E., Project Director (CONSULTANT), which agree as follows:

1. **DECLARATIONS.** "CITY" desires to engage "CONSULTANT" to provide services in connection with City's project, described as follows: J. C. Elliott Landfill – Gas Collection and Control System Repairs (Project No. E12108) "Project".
2. **SCOPE OF WORK.** "CONSULTANT" shall provide services for the PROJECT in accordance with the accompanying Letter, Scope of Services, and Fee attached as "Exhibit A".
3. **FEE.** The "CITY" agrees to pay the "CONSULTANT" for services provided in accordance with Exhibit "A", Scope of Services, and Fee under this AGREEMENT, a total fee not to exceed \$100,400.00 (in figures), (One Hundred Thousand Four Hundred Dollars and Zero Cents) (in words).
4. **INDEMNIFICATION AND HOLD HARMLESS.** The "CONSULTANT" agrees to indemnify, save harmless and defend the "CITY", and it's agents, servants, and employees as more fully set forth in "Exhibit B".

CITY OF CORPUS CHRISTI

Oscar R. Martinez, (Date)
Assistant City Manager

SCS FIELD SERVICES



David Mezzacappa, P.E. (Date) 8/29/12
Project Director
1901 Central Drive, Suite 550
Bedford, TX 76021-5872
(361) 571-2288 Office
(361) 571-2188 Fax

RECOMMENDED:

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

Operating Department (Date)

APPROVED AS TO FORM:

Office of Management and Budget (Date)

Legal Department (Date)

ATTEST

Armando Chapa, City Secretary

Project Number: E12108
Funding Source: 550950-3365-00000-E12108
Encumbrance Number: _____

Solid Waste Management Consultants
and Contractors

1901 Central Drive
Suite 550
Bedford, Texas 76021- 5872

817 571-2288
FAX 817 571-2188
www.scsengineers.com

SCS FIELD SERVICES

July 27, 2012
SCS Proposal No. 070106212

Mr. Bill Green, P.E.
Major Projects Manager
City of Corpus Christi Engineering Services
PO Box 9277
Corpus Christi, TX 78469

Subject: J. C. Elliott Landfill – Corpus Christi, Texas
Proposal for Providing Gas Collection and Control System Repairs

Dear Mr. Green:

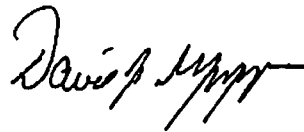
SCS Engineers (SCS) is pleased to provide the enclosed proposal to the City of Corpus Christi (City) for Gas Collection and Control System (GCCS) repairs at the J. C. Elliott Landfill. Details related to background, scope, schedule, assumptions, and costs are provided in the proposal.

SCS appreciates the opportunity to provide this proposal for services to the City. If you have any questions or comments related to the proposal, please contact David Mezzacappa at telephone number (817) 358-6108.

Sincerely,



Jason Lewallen
Project Manager
SCS FIELD SERVICES



David Mezzacappa, P.E.
Project Director
SCS ENGINEERS

Enclosure

Offices Nationwide

EXHIBIT "A"
Page 1 of 18

SCS FIELD SERVICES



Landfill Gas Collection and Control System Repairs

J.C. Elliott Landfill



Presented to:

CITY OF CORPUS CHRISTI
Solid Waste Operations
2525 Hygeia
Corpus Christi, Texas 78415

Presented by:

SCS FIELD SERVICES
1901 Central Drive
Suite 550
Bedford, Texas 76021

July 27, 2012
SCS Proposal No. 070106212

Offices Nationwide
www.scsengineers.com

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1 INTRODUCTION

SCS completed a Landfill Gas Collection and Control System (GCCS) Assessment at the City of Corpus Christi (City) J.C. Elliott Landfill (Site) in June 2012. As part of that report, several GCCS corrective actions were recommended to improve the overall operation of the Site's gas system, prevent air intrusion into the waste mass, and to increase gas quality and flow rates in general. This proposal is being presented to satisfy the recommended corrective actions.

The scope of services provided in the next section has been divided into 6 tasks to accomplish the recommended GCCS repairs and upgrades as outlined in section 4 of the Assessment Report.

Although a two-phase process was included in the Assessment so that samples for carbon monoxide (CO) can be confirmed prior to disturbing and repairing Sump 5, this final repair is simply included as Task 6 in this proposal. As recommended by SCS, this task will not proceed until the CO levels have been confirmed. Lastly, as discussed in Task 1, since the extent or need for geosynthetic landfill cap repairs at Sump 5 is not known, this proposal only includes an evaluation of the cap as possible during the Sump 5 repairs in Task 6. Past the potential need for cap repair, all items from the Assessment are included in this proposal.

2 SCOPE OF SERVICES

SCS Field Services (SCS-FS) is proposing to implement the corrective actions as described below to address the recommendations as outlined in the J.C. Elliott Landfill GCCS Assessment Report prepared by SCS in June 2012.

TASK 1 – CAP EVALUATION AND GENERAL ENGINEERING SUPPORT

Task 1 includes engineering support during the project. It includes up to 10 hours of David Mezzacappa's time for issues that may arise during construction. This task assumes that City personnel will coordinate directly with the TCEQ regional office as necessary regarding any cap disturbances needed for the repairs in Tasks 2 through 6, so that no additional authorizations are required.

Task 1 also includes a one-day site visit by an SCS Engineers employee experienced with liner and cap construction during the Sump 5 repair to assess as possible whether and to what extent cap repair and/or restoration is recommended. Photos will be taken and a short memorandum provided to the City with our recommendation. As an additional service if needed, SCS can provide a proposal to facilitate this repair.

TASK 2 – REPAIR OF HEADER OBSTRUCTION AND WELLFIELD REBALANCING

During the recent J.C. Elliott site assessment activities, a large belly/obstruction was discovered in the header in an area on the north side of the landfill which has historically been problematic. This blockage is located just west of Sump 1 on the main 16" header, and due to its location it is causing vacuum loss to a large portion of the wellfield. The blockage is a result of settlement issues which have created a low spot, resulting in condensate becoming trapped in the pipe and

severely restricting the available vacuum. Historically this area has experienced this type of problem several times in the past.

SCS-FS proposes to excavate the approximately 200 feet of header affected by the settlement, and re-grade the existing trench line, thereby restoring the flow of condensate to the recovery sumps as originally designed. This process will involve excavation of the header to allow for re-grading of the trench bottom with sand which will alleviate the settlement. SCS-FS will separate and salvage the cover materials currently in place over the header during excavation for use in restoring the cap to its original condition after all re-grading activities.

Once the obstruction in the north header has been removed and vacuum restored, the wellfield will require rebalancing since the GCCS vacuum will redistribute itself throughout the piping network. Therefore, as a secondary part of this task, a tuning event for all the wells located at the Site will also be performed by SCS-FS staff to optimize the systems LFG recovery after vacuum is restored.

TASK 3 – CARBON MONOXIDE SAMPLING

SCS recommends the collection of 10 CO samples from wells near Sump 5, Well RTC-A03, and a few other areas which showed higher screening-level CO readings during the site assessment activities. SCS-FS will utilize Summa® canisters to collect gas samples from the 10 wells designated for further investigation. After collection, the samples will be shipped to a laboratory for a (2-day) analysis of CO levels and to provide final verification that the CO levels in the targeted locations are below 100ppm. SCS Engineering staff will review the results and compare them to the screening-level field results obtained as part of the previous Assessment. An email will be prepared for the City with SCS' findings and recommendation as to whether the disturbance required to repair Sump 5 is recommended.

TASK 4 – REPAIR OF FLEX COUPLER FROM MAIN HEADER TO KNOCKOUT POT

During the field investigation it was noted that the flex coupling between the header pipe and the pipe leading to the flare required replacement and could be allowing air intrusion into the GCCS. It was also reported that several of the pipe welds were showing signs of impending failure and that the pipe supports in the area were no longer providing the required support for the pipe weight.

SCS-FS is proposing to disassemble the 16" header at the junction between the knockout pot and main line from the field. This portion of the header can then be reconstructed from its original parts to realign the header and therefore eliminate the need for a flex coupling. Reconstructing the header will also provide an opportunity to repair the failing pipe welds. The existing pipe stands will also be repositioned and modified to carry the weight of the header in this area as originally designed.

TASK 5 – REPLACEMENT OF 6 SUMP PUMPS

SCS-FS is proposing to perform a complete replacement of the Blackhawk pumps in Sumps 1, 2, 3, 5, 6, and 7, with QED AP4 auto pumps. The six existing pumps are currently in disrepair and

even more importantly, lack automatic on/off capabilities, making it difficult to maintain efficient operation without the sumps periodically watering-out. SCS-FS will remove the current sump pumps, and QED Short AP4 Bottom-Loading Auto Pumps will be installed in each of the six sumps. All pumps, tubing, rope, fittings, and other supplies needed to complete the pump installations will be provided by SCS-FS.

Additionally, this task includes new valves and hoses for the pump in Sump 4 which was not recommended for replacement, but was recommended to have these upgrades in SCS' Assessment report.

TASK 6 – REPAIR OF SUMP 5 AND RECONNECTION OF HEADER

SCS-FS is proposing a complete replacement of the damaged Sump 5 and reconnection of the 12" header pipe at the point south of Sump 5 where it was cut and capped in order to isolate the failed Sump.

Prior to the project start, SCS-FS will have a replacement condensate sump manufactured and delivered to the Site which matches the dimensions of the damaged Sump 5 currently in place. The area around Sump 5 will then need to be excavated along with approximately 200 feet of the existing 12" header in each direction from the sump location. The damaged sump will be carefully removed and the exposed 12" header on each side of the sump, which has subsided slightly resulting in low spots, will be re-graded to re-establish the required grade requirements for condensate flow. At this point the new Sump 5 will be installed and reconnected to the existing header by means of 12" flanged connections. The exposed header and sump area will then be backfilled with bedding materials provided by the Site, and the cap reconstructed with the cover materials stockpiled from the initial excavation.

After the replacement of Sump 5, SCS-FS will commence reconnection of the 12" header where it was cut and capped to provide system isolation. The 12" cap will be removed from the active side of the header and a section of 12" header will be spliced back into place utilizing 12" electro fusion couplers, bringing the isolated portion of the system back on line.

Once Sump 5 has been replaced and vacuum restored to the southwest section of the landfill, the wellfield will once again require rebalancing since the GCCS vacuum will redistribute itself throughout the piping network. Therefore, as a secondary part of this task, another tuning event for all the wells located at the Site will also be performed by SCS-FS staff to optimize the LFG recovery at the Site after the repairs are completed.

As mentioned above, this task will only be initiated once CO monitoring results have been evaluated and approved by SCS Engineering staff and the City. Also, an SCS Engineering representative will be on-site one day during this construction when the cap is being disturbed to evaluate potential damage during the course of the Sump 5 repairs.

3 SCHEDULE

SCS is prepared to commence the scope of services described in this proposal within six weeks of receiving authorization to proceed from the City. Assuming acceptable results from the CO sampling (Task 3), the Sump 5 replacement (Task 6) will be performed in conjunction with

Tasks 1-5 and the entire project should be completed within four weeks of the commencement of on-site activities.

If the CO sampling results are such that they present any cause for concern in the target areas, then the Sump 5 replacement will be temporarily postponed until corrective measures are taken.

4 ASSUMPTIONS AND CONDITIONS

In preparing this proposal, SCS offers the following assumptions and conditions:

1. The City will provide and deliver to the Site, sand from their stockpiles for use by SCS-FS in the bedding and re-grading activities of the header and Sump 5 Task.
2. Any waste generated from excavation activities will be placed back into the excavation/trench and covered during backfill activities.
3. No regularly scheduled meetings between the City and SCS have been accounted for in the scope of services; however, it is anticipated that SCS technicians may meet with City personnel on site when performing services.
4. This proposal is valid for 60 days from the date of this submittal. This proposal is confidential and for (Client) use only. If awarded the work, this proposal will become part of a mutually acceptable contract or purchase order.

5 FEE ESTIMATE

SCS proposes to perform the above described tasks on a lump sum (Task 1) and a time-and-material basis (Tasks 2 through 6) for the estimated amounts shown in the table below. These estimates include costs for labor, project administration and management, equipment, materials, travel and per-diem assumed necessary for the completion of the task as described in the scope of work. A copy of SCS' Field Services Fee Schedule is attached.

Task Number	Type of Service	Estimated Fee
1	Cap Evaluation and General Engineering Support	\$5,000
2	Repair of Header Obstruction	\$15,000
3	Carbon Monoxide Sampling	\$4,600
4	Repair of Flex Coupler From Main Header to Knockout Pot	\$7,500
5	Replacement of 6 Sump Pumps	\$42,300
6	Repair of Sump 5 and Reconnection of Header	\$26,000
Total		\$100,400

6 CONCLUSION

SCS appreciates the opportunity to present this proposal to the City of Corpus Christi for your consideration. Please feel free to contact David Mezzacappa, P.E. at (817) 358-6108 and Jason Lewallen at (817) 680-2264 if you have any questions regarding this proposal.

APPENDIX A
FEE SCHEDULE

SCS FIELD SERVICES

FEE SCHEDULE
(Effective May 1, 2012 through April 30, 2013)

Technical Field Personnel	Rate (\$)/Hour
Laborer	57
Fusion Technician	62
Technician	70
Equipment Operator	75
Foreman	78
Senior Technician	82
Plant Operator	88
Mechanic	92
Superintendent	98
Field Network Specialist.....	120
Senior Superintendent.....	135

Management/Support Personnel	Rate (\$)/Hour
Secretarial	50
Project Administrator	68
Field Data Analyst	75
Senior Project Administrator	80
Designer/Drafter	85
Project Coordinator	95
Project Professional/H&S Specialist.....	125
Field Compliance Auditor.....	162
Senior Project Professional	170
Project Manager	185
Regional Manager/Project Director	225

General Terms

1. Labor rates are in effect until April 30, 2013. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.50 per mile. Trucks will be charged at \$18.00/hour. (No administrative mark-up will be applied to charges for company owned vehicles.)

- 3. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Any invoices not paid within 30 days of receipt are subject to a service charge of 1.5 percent per month on the unpaid balance.**
- 4. Payment of SCS Field Services invoices for services performed will not be contingent upon the client's receipt of payment from other parties. The client agrees to pay legal costs, including attorney's fees, incurred by SCS Field Services in collecting any amounts past due and owing on the client's accounts.**
- 5. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.**
- 6. On short-term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.**
- 7. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), the above rates will be marked up 40 percent. For work performed on Company recognized holidays or beyond 12 hours in a day, the above rates will be marked up 70 percent.**
- 8. These rates are based on non-union, non-prevailing wage scales.**
- 9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to the client at cost plus 15 percent.**
- 10. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.**

SCS FIELD SERVICES

FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS (Effective May 1, 2012 through April 30, 2013)

	Rate (\$)
GEM 2000 Gas Analyzer:	
• Daily Rate	185/day
• Weekly Rate	555/week
• Monthly Rate	1,665/month
H ₂ S Gas Pod	10/day
SEM 500 Emissions Monitor:	
• Daily Rate	185/day
• Weekly Rate	555/week
• Monthly Rate	1,665/month
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles	50/day
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/COI Combustibles	50/day
M-40 Gas Analyzer O ₂ /H ₂ S/Combustibles	50/day
Magnehelic Pressure Set	20/day
Kurz Air Velocity Meter	35/day
Digital Readout Thermocouple	25/day
Dräger Detector Tubes/Pump	15/each
Metal Bellows Vacuum Pump	35/day
Bar Punch:	
• Daily Rate	10/day
• Weekly Rate	30/week
• Monthly Rate	90/month
Fisher M95 Metal Detector	30/day
Dewatering Pump (Trash Pump)	45/day
TVA-1000 Flame Ionization Detector:	
• Daily Rate	185/day
• Weekly Rate	555/week
• Monthly Rate	1,665/month
MiniRae 2000 PID:	
• Daily Rate	150/day
• Weekly Rate	500/week
• Monthly Rate	1,500/month

	Rate (\$)
Air Sampling Station:	
• Daily Rate	50/day
• Weekly Rate	200/week
Transit:	
• Daily Rate	15/day
• Weekly Rate	75/week
• Monthly Rate	250/month
Level:	
• Daily Rate	15/day
• Weekly Rate	65/week
• Monthly Rate	195/month
Pipe Laser:	
• Daily Rate	50/day
• Weekly Rate	220/week
• Monthly Rate	650/month
Water Trailer	75/day
PAS 3000 Personal Air Sampling Pump	25/day
Tedlar Bag (10-Liter)	40/each
Non-Contaminating Air Sampling Pump	25/day
Interface Probe	50/day
Submersible Pump:	
• Daily Rate	50/day
• Weekly Rate	150/week
• Monthly Rate	450/month
Water Level Indicator:	
• Daily Rate	20/day
• Weekly Rate	60/week
• Monthly Rate	180/month
100-Foot Temperature Probe:	
• Daily Rate	15/day
• Weekly Rate	45/week
• Monthly Rate	135/month

	Rate (\$)
Teflon Well Bailer	10/each
Vacuum Box/Carbon Canister and Blower.....	150/day
Tool Truck	144/day

No. 12 P.E. Fusion Machine (1"-2"):

- Daily Rate50/day
- Weekly Rate..... 150/week
- Monthly Rate 450/month

No. 14 P.E. Fusion Machine (1"-4"):

- Daily Rate 80/day
- Weekly Rate..... 240/week
- Monthly Rate 720/month

No. 28 P.E. Fusion Machine (2"-8")..... 150/day

412 P.E. Fusion Machine (4"-12"):

- Daily Rate225/day
- Weekly Rate..... 675/week
- Monthly Rate 2,025/month

618 P.E. Fusion Machine and Tool Truck	400/day
Trackstar 500 Fusion Machine.....	425/day
Sidewinder P.E. Fusion Machine.....	100/day
Air Compressor	60/day
Arc Welder.....	75/day
Generator (3,500-Watt).....	45/day
Generator (5,000-Watt).....	60/day

Generator (6,000-Watt):

- Daily Rate65/day

Generator (8,000 Watt):

- Daily Rate75/day
- Weekly Rate..... 225/week

Isolation Pinch-off Tools:

- Daily Rate25/day
- Weekly Rate..... 75/week
- Monthly Rate 225/month

	Rate (\$)
Leister Extrusion Welding Gun	120/day
Plate Compactor.....	75/day

4-Wheeler (ATV):

- Daily Rate50/day
- Weekly Rate..... 150/week
- Monthly Rate 450/month

4-Wheeler with 44" Mow Deck:

- Daily Rate100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Cub Cadet:

- Daily Rate175/day
- Weekly Rate..... 525/week
- Monthly Rate 1,575/month

Chain Saw:

- Daily Rate10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Friatec Electrofusion Machine:

- Daily Rate100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Horiba Water Quality Meter:

- Daily Rate40/day
- Weekly Rate..... 120/week
- Monthly Rate 360/month

Hydrogen Sulfide Meter:

- Daily Rate 100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

	Rate (\$)
Infrared Thermometer:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month

Micropurge Flow Cell (Groundwater):	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month

Oiless Compressor and Control Box (Groundwater):	
• Daily Rate	75/day
• Weekly Rate.....	225/week
• Monthly Rate	675/month

Earth/Resistance Tester:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month

Pitot Tube and Gauges:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month

Pressure Washer:	
• Daily Rate	50/day
• Weekly Rate.....	150/week
• Monthly Rate	300/month

Squeeze Tool:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month

Turbidity Meter/Conductivity Meter:	
• Daily Rate	25/day
• Weekly Rate.....	75/week
• Monthly Rate	225/month

	Rate (\$)
Vacuum Air Pump:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month
Video Camera System.....	200/day
Weed Trimmer	
• Daily Rate	25/day
• Weekly Rate.....	75/week
• Monthly Rate	225/month
Safety Equipment:	
• Tyvek Suit (each).....	15/each
• Polyethylene suit (each).....	20/each
• Nitrile gloves (per pair).....	15/each
• PVC Gloves (per pair)	15/each
• Rubber booties (per pair)	15/each
• Organic Vapor Cartridges (per pair).....	20/each
• Organic Vapor/Acid Cartridges (per pair)	25/each
• Cartridges pre-filters (per pair).....	15/each
• Half face respirator (each)	20/day
• Full face respirator (each).....	25/day
• Ventilator/manhole blowers.....	25/day
• Parachute harness.....	10/day
• Tripod:	
- Daily Rate	35/day
- Weekly Rate.....	105/week
- Monthly Rate	315/month
• SCBA	55/day

General Terms

1. Rates are in effect until April 30, 2013. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Rates for mobile blower/flare stations are exclusive of expenses for mobilization and demobilization, electric line installation, electricity, generators, fuel or permits or weekly routine operation and maintenance. These expenses are charged to the client separately.

- 4. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.**
- 5. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.**
- 6. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.**

Exhibit B
Mandatory Requirements
(Revised November, 2005)

INDEMNIFICATION AND HOLD HARMLESS

For non-professional services, Consultant agrees to 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 attorney 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 work covered by this contract. For professional services, Consultant agrees to 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 attorney 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, to the extent caused or alleged to have been caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the sole or concurrent negligence of the City of Corpus Christi, its agents, servants or employees or any other person indemnified hereunder.



City of
Corpus
Christi

SUPPLIER NUMBER _____
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: SCS Engineers

P. O. BOX: _____

STREET ADDRESS: 1901 Central Drive, Suite 550 CITY: Bedford, TX ZIP: 76021

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

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

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

Name	Job Title and City Department (if known)
<u>N/A</u>	_____
_____	_____
_____	_____

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

Name	Title
<u>N/A</u>	_____
_____	_____
_____	_____

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

Name	Board, Commission or Committee
<u>N/A</u>	_____
_____	_____
_____	_____

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

Name	Consultant
<u>N/A</u>	_____
_____	_____
_____	_____

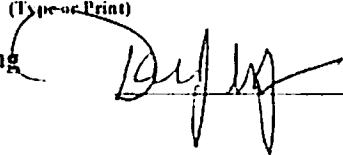
FILING REQUIREMENTS

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

CERTIFICATION

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

Certifying Person: David Mezzacappa, P. E. **Title:** Project Director
(Type or Print)

Signature of Certifying Person:  **Date:** 4/20/12

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.