

**CITY OF CORPUS CHRISTI
AMENDMENT NO. 1
CONTRACT FOR PROFESSIONAL SERVICES**

The City of Corpus Christi, Texas, a Texas home-rule municipal corporation ("City") and **LNV, Inc.** ("Consultant"), agree to the following amendments to the Contract for Professional Services for **O.N. Stevens Water Treatment Plant Intermediate Sludge Removal Phase 1 (Project No. E16246)**:

Original Contract	May 24, 2016	Motion No. M2016-052	\$95,467
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In the Original Contract, Exhibit "A", Section I. Scope of Services shall be amended as set forth in the attached Amendment No.1, Exhibit "A".

In the Original Contract, Section III. Fees shall be amended based on the modified scope of services in the attached Amendment No. 1, Exhibit "A" for a fee not to exceed **\$91,480**, for a total restated fee not to exceed **\$186,947**.

All other terms and conditions of the May 24, 2016 Contract for Professional Services between the City and Consultant, and of any amendments to that contract, which are not specifically addressed herein shall remain in full force and effect.

CITY OF CORPUS CHRISTI

J. H. Edmonds, P.E. Date
City Manager

LNV, INC

Dan S. Leyendecker, P.E. Date
President
801 Navigation, Suite 300
Corpus Christi, TX 78408
(361) 883-1984 Office
(361) 883-1986 Fax
loganb@lvinc.com

RECOMMENDED

Operating Department	Date
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APPROVED AS TO LEGAL FORM

Assistant City Attorney Date

APPROVED

Office of Management and Budget	Date
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ATTEST

City Secretary _____ Date _____

Project Number E16246
Accounting Unit 4093-041
Account 550950
Activity E16246-01-4093-EXP
Account Category 50950
Fund Name Water 2013 RVBD



November 18, 2016

Mr. J.H. Edmonds, P.E.
Director of Capital Programs
City of Corpus Christi
1201 Leopard St.
Corpus Christi, TX 78401

**Re: AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT
O.N. STEVENS WATER TREATMENT PLANT INTERMEDIATE SLUDGE REMOVAL
PHASE 1
CITY PROJECT NO. E16246**

Dear Mr. Edmonds,

In response to the City's request, we are proposing the following \$91,480.00 amendment for services associated with the ONSWTP Intermediate Sludge Removal Phase 1 Project.

PROJECT DESCRIPTION:

The purpose of this project is to remove the maximum quantity of sludge from the lagoons at the City of Corpus Christi's O.N. Stevens Water Treatment Plant (ONSWTP) allowable within specific program budget constraints. This project will provide ONSWTP with a solution to restore a portion of the sludge storage capacity at ONSWTP and particularly in Lagoon No. 7 (Washwater Return Basin). The consultant will design and develop bid documents for dredging and dewatering sludge from Lagoon No. 7 and hauling the dewatered sludge to Cefe Valenzuela landfill for final disposal. In addition to Design Phase services, the consultant will also provide Bid Phase and Construction Administration services. The scope of work is further detailed in the following sections.

I. SCOPE OF SERVICES

A. BASIC SERVICES

1. ~~PRELIMINARY PHASE~~

This task will not be required for this Amendment.

2. DESIGN PHASE

The Scope of Work described below is in addition to the Original Contract tasks I.A.2.a) through I.A.2.b) (60% Design Submittal).

The Consultant will develop the appropriate construction drawings, specifications and contract documents to deliver the project with a base one year contract with an option for a second year renewal. The project

generally consists of dredging, dewatering, hauling and delivering to disposal site, water treatment plant residuals (sludge) from an existing storage lagoon. The residuals will be dredged from Lagoon No. 7 (Washwater Return Basin) located on-site at O.N. Stevens Water Treatment Plant, 13101 Leopard Street, Corpus Christi, Texas (ONSWTP), with the following provisions:

- The contractor will be responsible for providing all equipment, materials, labor, permits, testing, and supervision required to dredge, dewater (must pass paint filter test), haul and deliver the residuals to the disposal site.
- The residuals will be disposed of at the Cefe Valenzuela Landfill, 2397 Co. Rd. 20, Robstown, TX 78380, owned by the City of Corpus Christi (approximately 20 miles from ONSWTP).
- The Contractor will be responsible for conducting and providing documentation of trip tickets, manifests, paint filter tests for each load at the point of generation, moisture content tests for each load, and TCLP and TPH tests for every 25,000 CY disposed of at the landfill.
- The contractor will **NOT** be responsible for tipping fees at the Cefe Valenzuela Landfill.
- Existing contractor staging area near Hearn Rd. will be available to Contractor. Contractor will be responsible for maintaining the staging area in a condition that is suitable for their own use and will **NOT** be responsible for restoring the staging area to its existing condition.
- Contractor award will be based on lowest responsive and qualified bidder but quantities on the Bid Form will be for evaluation purposes only. The bid documents will include hypothetical quantities that help to establish unit costs and to gain an understanding of the target quantities.
- Contract Price, measurement, and payment will be based on the price per dry ton (100% solids) removed from the lagoon within a total expenditure of approximately \$4M in the first year.
- There will be an option for a second year, \$4M renewal. Renewal will be based on Contractor's successful performance, approval by the City/Engineer and concurrence from the Contractor.
- The original contract and renewal will include milestones for dry tons (DT) removed during each period.
- Milestones will be approximately 3,000 DT @ 130 days and 6,000 DT @ 230 days from NTP.
- The total estimated quantity of sludge to be removed is approximately 20,000 DT or 10,000 DT per year.

The Scope of Work described below replaces the scope of work described in Original Contract tasks I.A.2.c) through I.A.2.e).

- a) Pre-Final Design Submittal (Replaces I.A.2.c) 100% Design Submittal)

The Consultant will prepare and submit, for City comment and approval, pre-final Contract Documents. The Contract Documents will include pre-final front end documents, pre-final plan sheets, and pre-final specifications which will all be developed to a 90% level of completion.

b) Final Design Submittal (Replaces I.A.2.d) Final Design Submittal)

The Consultant will prepare the Final Design Submittal which will consist of a final set of specifications, plan sheets, and front end documents that have addressed all comments and are signed and sealed by a professional engineer registered in the state of Texas. The consultant will also prepare the documents for distribution to the City and bidding contractors.

c) Quality Assurance/Quality Control (QA/QC). (Replaces I.A.2.e) QA/QC)

The Consultant will follow established internal QA/QC procedures in order to ensure that all submittals to the City are consistent with the level of completion expected. As part of the established internal QA/QC procedures, all submittals will be reviewed by a subject matter expert who is not involved with the project design or administration. The submittal will be reviewed for general completeness, technical accuracy, and conformance with project scope and intent. Review comments will be issued and responses will be documented for each submittal.

3. BID PHASE (Replaces I.A.3. of Original Contract)

This task will consist of assisting the City with conducting a project workshop, preparing the project workshop minutes, responding to bidder questions, preparing addenda, and evaluating the bids, and recommending an award to the Contractor. The City will advertise the bid and distribute the bidding documents (plans, specifications, and addenda) to the interested bidders and suppliers.

a) Sampling and Bench Testing Coordination & Support

During bid advertisement, the consultant will coordinate with all identified prospective bidders to allow and assist them in obtaining sludge samples from Lagoon No. 7 for analysis and bench testing. This process will allow prospective bidders to determine effectiveness of dewatering equipment and the required quantities of polymer and other dewatering aids as necessary. By determining the effectiveness and required quantities, the accuracy of the bids will be improved.

b) Pre-Solicitation Workshop

After a Preliminary Solicitation has been advertised on CivCast but before the Invitation to Bidders is advertised by the City, the Consultant will assist the City in conducting a Pre-Solicitation Workshop with the City and prospective Bidders in order to make Bidders aware of any unique project component, inform Bidders of the project details, clarify Bidder or City questions and solicit comments, questions and input from the City and Bidders. The Consultant will prepare a draft agenda for City review, address the review comments and finalize the agenda, and document the workshop in writing within 5 working days.

c) Bidding Coordination and Addenda Preparation

The Consultant will answer City and Contractor questions, develop written responses in the form of Contract Addenda, provide (1) hard copy and electronic set of any required addenda for distribution to Bidders, and provide overall support to City during the bid advertisement period. The addenda will include, as needed, (1) electronic copy (CD) and (1) half-size set of addenda drawings for distribution by the City to interested Bidders.

Addendum #1 will Addend the Preliminary Solicitation on Civcast to include all Contract Documents including specifications, technical specifications, and drawings from which Bidders will develop their bids.

d) Bid Evaluation and Recommendation of Award

The Consultant will tabulate and review all bids received for compliance with the requirements of the Bid Documents, including addenda. After consultation with City, the Consultant will prepare a written award recommendation based on this review and knowledge of proposed contractors' and subcontractors' past performance records.

4. CONSTRUCTION ADMINISTRATION PHASE (*Replaces I.A.4. of Original Contract*)

The intent of the Construction Administration Phase is to assist the City in confirming that construction of the Project is carried out in accordance with the requirements of the Contract Documents and to help facilitate and enable the Work to progress in an efficient and cost-effective manner, while maintaining facility operations. The anticipated construction duration is based off of a first year original contract and a second year renewal.

a) General Project Administration and Meetings

The tasks described below as part of the General Project Administration and Meetings task are estimated to consist of one Pre Construction Meeting and Monthly Status Meetings for the first year original contract and a second year renewal. Also included are

approximately ninety six (96) hours for a first year's original contract and an additional ninety six (96) hours for a second year renewal for coordination, correspondence, and record keeping. These tasks are further described below.

- (1) As the designated Design Consultant for the project, LNV will consult with and advise the City and act as its representative during construction. The Consultant will serve as the central point of contact for the Contractor. Instructions from the City to the Contractor(s) will be issued through the Consultant, who will have authority to act on behalf of the City to the extent provided in this Scope of Work, except as otherwise provided in writing. However, The Consultant will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) (except as otherwise specified in the Contract Documents) or the safety precautions and programs incident to the Work of the Contractor(s).
- (2) The Consultant will conduct specific inspections required by governing Codes, prepare applicable documentation and records of such inspections, and certify compliance with design requirements and governing Codes, as applicable. The Consultant will accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and will record and report the outcome of these inspections.
- (3) The Consultant will review factory test reports as required by the Contract Documents and verify that the data reported meets the requirements of the contract documents. The Consultant will review test reports, whether by the Contractor or the Design Consultant, for compliance with quality standards and will take appropriate action to obtain additional data if necessary regarding the quality of materials and work in-place.
- (4) The efforts of the consultant will be directed toward providing a greater degree of confidence for the City that the completed Work of the Contractor conforms to the Contract Documents. However, the Consultant will not be responsible for the failure of Contractor to perform the Work in accordance with the Contract Documents.
- (5) On the basis of onsite examination of materials, equipment, and workmanship, the consultant will keep the City informed of the progress of the Work, will endeavor to guard the City against defects and deficiencies in such Work, and may disapprove or reject Work failing to conform to the Contract Documents. This task will include the following items:
- (6) Conduct a pre-construction conference. At the conference, the Consultant will identify field services to be provided and discuss appropriate coordination procedures. The

- Consultant will prepare an agenda for the meeting and will prepare and distribute the meeting notes.
- (7) Provide construction administration, quality control, value engineering support and coordination: The Consultant will provide construction administration and quality control services during the course of the project to assure that the overall technical correctness of the construction phase services and that specified procedures are being followed and the Consultant's schedules are being met. The Consultant will provide coordination functions during the construction phase as follows:
- (a) Hold coordination meetings with the City and Contractor.
 - (b) Coordinate with regulatory and approving agencies and utilities as required.
 - (c) Coordinate the work of specialty sub-consultants assigned to the project.
- (8) Maintain and provide detailed project records and documentation during the construction phase. Project records will include correspondence, schedules, submittals, test data, project data, payments, change orders, meeting minutes, clarifications, mark-ups of drawings and specifications, Contractor daily logs and other such documentation. Daily logs will be kept to document the progress and issues associated with the Work. In particular, Contractor daily logs should include dredging progress, quantities and characteristics of sludge dredged and dewatered, moisture content of the solids at various stages of dewatering, sludge levels in the Lagoon, average sludge removal rate, and dewatering rates. Project records will be delivered to the City's representative upon completion of the construction contract. Records will be maintained at the Consultant's office. **Consultant will track project specific milestones. When milestones are not met, the Consultant will make recommendations to the City as to the preferred remedy to missed milestones. Consultant will document missed milestones and proceed accordingly to process required notices to contractor, in accordance with the Contract Documents. Program progress tracking is further described in task I.B.10.e) – i).**

b) Review Submittals and Test Results

- (1) The Consultant will receive, log and distribute for review and approval the submittals, shop drawings, samples, test results, operations and maintenance manuals, and other data that Contractor is required to submit. The Consultant will distribute and file the submittals after review action has been taken. The Consultant will follow-up to verify that

revisions are made and resubmitted as required and will verify that such required submittals are received and approved prior to installation or payment for the materials covered. The Consultant will also perform a review of the schedule of shop drawing submissions and schedule of values prepared by Contractor and will discuss status of the submittals at construction progress meetings. The Consultant will be responsible for completing the submittal reviews within 15 business days and for monitoring the status and timeliness of responses.

- (2) The Consultant will review and approve product data, shop drawings, samples, test results, operations and maintenance manuals, and other data that the Contractor is required to submit. However, such reviews will be conducted only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval or other action will not extend to means, methods, sequences, techniques or procedures of construction selected by Contractor, or to safety precautions and programs incident thereto.
- (3) As part of this task, the Consultant will maintain a submittal log showing dates of submittal, transmittal action to other sub-consultants, dates of return and review action. Copies of the log will be furnished to the City and the Contractor monthly. The Consultant will also evaluate the Contractor's request for substitutions. Submittal review efforts are based on a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of the total number of first submittals will require two (2) reviews. The level of effort for this task is based on receiving 4 shop drawing submittals along with various material submittals. Not included in the scope of work for this task is the witnessing of specification compliance testing at manufacturer's factories.

c) Issue Interpretations and Clarifications

- (1) The Consultant will act as the main point of contact for interpretation of the requirements of the Contract Documents and judge of the acceptability of the work based on the requirements shown or specified. The Consultant will be responsible for responding to Requests for Information (RFI) within 5 business days and for monitoring the status and timeliness of responses.
- (2) As part of this task, the Consultant will maintain a RFI log showing dates of submittal, transmittal action to other sub-consultants, dates of return, and a summary of the response. Copies of the log will be furnished to the City and the Contractor monthly. The level of effort for this task is based on receiving 10 RFIs.

- (3) As specified in the General Conditions of the Contracts, the Consultant will interpret and issue decisions on claims of the Contractor(s) or the City relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents or pertaining to the execution and progress of the work. The Consultant will also have authority, as the City's representative, to require special inspection or testing of the work.
- (4) The Consultant will issue interpretations and clarifications of the Contract Documents, as requested by the Contractor(s) or as deemed necessary by the Resident Engineer, to facilitate proper fabrication, construction, or installation of work. The Consultant will render interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents (e.g., within 10-days).
- (5) In the event of a claim or dispute by the Contractor, the Consultant will interpret the requirements of the Contract Documents and judge the acceptability of the work. The Consultant will make written recommendations to the City on all claims of the Contractor related to acceptability of the work, or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of work, or additional work as deemed necessary by the City.

d) Site Visits

The Scope of Work described below replaces the scope of work described in Original Contract task and consists of 12 additional site visits.

- (1) The Consultant will conduct regular visits to the site (at least one (1) per month) to familiarize themselves with the status of work, make spot checks of work-in-progress, verify conformance with the design intent, and conduct detailed coordination of construction issues. During site visits the Consultant will verify quantities and characteristics of sludge being dredged and dewatered along with moisture content of the solids at various stages of dewatering and sludge levels in the Lagoons based on Contractor daily logs in order to track and provide the data to the City monthly. A total of twenty four (24) site visits are anticipated for the duration of construction.

e) Change Orders

- (1) The Consultant will review cost and time estimates for change orders and for Contractor's claims for additional cost or compensation due to differing site conditions, force majeure, material or equipment shortages, or other causes

in order to determine whether they are justified under the Contract. The Consultant will also provide an estimate of the additional Design Consultant costs (if any) that would be incurred as a result of the change order.

- (2) The Consultant will make recommendations to the City's Project Manager on the amount of additional compensation, credit, or time extension due to the Contractor. In addition, the Consultant will clarify matters and work to resolve discrepancies with the Contractor.
- (3) The Consultant will perform necessary design revisions in connection with change orders to reflect modifications requested by the City, or as required by unforeseen conditions. Limited hours for coordination of the resulting change order requests and any additional Design Consultant research and design efforts are included in this scope.
- (4) The Consultant will also perform necessary design revisions authorized by the City in connection with change orders to reflect modifications requested by the Contractor and will perform services in evaluating substitutions proposed by Contractor. Limited hours for coordination of the resulting change order requests and any additional Design Consultant research and design efforts are included in this scope.
- (5) The Consultant will consider and evaluate Contractor's suggestions for changes in the Contract Drawings or Specifications and respond as appropriate or as required by the Contract Documents. The Consultant will coordinate with the City and provide recommendations pertaining to the suggested design modifications.

f) Substantial Completion/Final Acceptance Inspection

Consultant will track project specific milestones. When milestones are not met, the Consultant will make recommendations to the City as to the preferred remedy to missed milestones. Consultant will document missed milestones and proceed accordingly to process required notices to contractor, in accordance with the Contract Documents. Program progress tracking is further described in task I.B.10.e) – i).

- (1) Following notice from the Contractor, the Consultant will conduct an inspection to determine if the Project is substantially complete in accordance with the construction documents. If the Consultant considers the work substantially complete, then the Consultant will deliver to City and the Contractor a Certificate of Substantial Completion and a list of observed items requiring completion or correction (punch list), date for completion for

the punch list, and recommendation for division of responsibilities between the City and the Contractor.

- (2) The Consultant will conduct a final inspection to determine if the finished Work has been completed to the standard required by the Contract Documents and that Contractor has fulfilled its obligations as required. This inspection will be based on the punch list and any other functional or operational deficiencies that occur in the time period between when the punch list is generated and the Final Inspection. A final list of items to be completed or corrected in accordance with the requirements of the construction documents will be prepared and submitted to the Contractor.
- (3) After the Contractor has completed the work of the final punch list and upon written notice from the Contractor, the Consultant will review and determine that items on the final list have been completed or corrected and make recommendations to the City concerning acceptance and final payment.

g) ~~Record Drawings & O&M Manuals~~

- ~~(1) The Consultant will prepare and deliver to the City record drawings of the constructed work both in hard copy and complete electronic files for the project in AutoCAD and PDF. Record drawing information will be obtained from redlined drawings prepared by the Contractor.~~
- ~~(2) The Consultant will compile and review O&M Manuals prepared by the Contractor. The Consultant will request revisions as needed and deliver final O&M Manuals to the City in both PDF and hard copy formats.~~

B. Additional Services (Allowance)

1. Permit Preparation (Same as I.B.1. in Original Contract)

- a) This item is for tasks to be determined and is an allowance in which the Consultant will provide permitting support to the City and Contractor as needed. This will include any required submittals notifying TCEQ of the commencement of dredging and sludge storage operations or other associated documentation still to be determined.

~~2. ROW Acquisition~~

This task will not be required for this Amendment.

3. Topographic Survey (Additional to to I.B.3. of Original Contract)

- a) A detailed sludge survey of Lagoon 7 and the North and South Sludge Lagoons will be performed before dredging is commenced and when solids removal is complete according to the contract to document sludge levels in the lagoons. The last sludge survey was performed in September 2016.

~~4. Environmental Issues~~

This task will not be required for this Amendment.

~~5. Public Involvement~~

This task will not be required for this Amendment.

~~6. Subsurface Utility Exploration~~

This task will not be required for this Amendment.

7. Construction Observation Services

TBD

8. ~~Warranty Phase (Replaces I.B.8. of Original Contract)~~

This task will not be required for this Amendment and is removed from the Original Contract.

~~9. Start-Up Services~~

This task will not be required for this Amendment.

10. Contractor Pay Request Verification & Contract Renewal Review (Replaces I.B.10. of Original Contract)

The City will have the option to renew the contract for an additional quantity of sludge and contract time based on Contractor performance. The Consultant will perform tasks during each renewal period to assist the City and Contractor in contract renewal efforts as described below.

- a) The Consultant will review and evaluate Contractor daily logs in order to determine anticipated dredging and dewatering rates for each subsequent contract renewal.
- b) Based on average dredging and dewatering rates, expected sludge production rates, and observed sludge levels, the Consultant will develop expected quantities for each subsequent contract renewal.
- c) The Consultant will provide suggestions for improvements to dredging and dewatering options and coordinate with City and

Contractor to implement improvements as agreed upon by City and Contractor.

- d) The Consultant will revise applicable plan sheets as required to reflect the new dredging limits and issue revised sheets as a new Task Order.
- e) The Consultant will track program progress, expenditures and available program funds by compiling Contractor pay requests and sludge removal quantities from contractor daily logs and will provide the data to the City monthly.
- f) The Consultant will provide regular updates to the City on funds allocated and funds remaining.
- g) The Consultant will meet with City staff and Contractor to provide interpretations/clarifications of the plans, specifications and/or contract procedures.
- h) The Consultant will coordinate with City staff on any required changes throughout the duration of the project as directed by the City.

The Pay Request verification and Contract Renewal Review services described above are based on a two (2) year program and assumes an effort of approximately two hundred forty (240) hours for the first year's original contract and an additional two hundred forty (240) hours for a second year renewal.

SUMMARY OF FEES:

Fee Remaining in the Original Contract is applied to this Amendment No. 1 effort and if additional fee is required for the revised scope it is shown under the "Additional for Amd. 1" column in the fee summary presented below.

Basic Services Fees			
	Original Contract	Additional for Amd. 1	Total
1 Preliminary Design Phase	\$ -	\$ -	\$ -
2 Design Phase	\$ 45,105	\$ 19,400	\$ 64,505
3 Bid Phase	\$ 10,080	\$ -	\$ 10,080
4 Construction Phase			
- Original Contract	\$ 19,035	\$ -	\$ 19,035
- Optional Renewal Contract	\$ 13,735	\$ 5,300	\$ 19,035
Subtotal Basic Services Fees	\$ 87,955	\$ 24,700	\$ 112,655
Additional Services Fees (Allowance)			
	Original Contract	Additional for Amd. 1	Total
1 Permit Preparation	\$ 1,300	\$ -	\$ 1,300
2 ROW Acquisition	\$ -	\$ -	\$ -
3 Topographic Survey	\$ 4,092	\$ 8,900	\$ 12,992
4 Environmental Issues	\$ -	\$ -	\$ -
5 Public Involvement	\$ -	\$ -	\$ -
6 SUE	\$ -	\$ -	\$ -
7 Construction Observation Services	\$ -	\$ -	\$ -
8 Warranty Phase	\$ 2,120	\$ (2,120)	\$ -
9 Start-Up Services	\$ -	\$ -	\$ -
10 Contractor Pay Request Verification & Contract Renewal Review			
- Original Contract	\$ -	\$ 30,000	\$ 30,000
- Optional Renewal Contract	\$ -	\$ 30,000	\$ 30,000
Sub-Total Additional Services Fees Authorized	\$ 7,512	\$ 66,780	\$ 74,292
Total Authorized Fee	\$ 95,467	\$ 91,480	\$ 186,947

SCHEDULE:

Date	Activity
TBD	A/E Contract Execution (NTP)
3 Weeks after NTP	Pre-Final Design Submittal
5 Weeks after NTP	Final Design Submittal
October 24, 2016	CIVCAST Project Outline
4 Months after NTP	Award Construction/Service Contract
February 2019	Dredging Operation Completion

LNV shall perform said service and all acts attendant thereto with a reasonable standard of care and shall not be held to a higher standard of care unless specifically agreed to by the parties and said agreement is spelled out herein as a condition of this contract.

Respectfully,



Marcus J. Naiser, P.E.
Vice President, Project Manager
LNV, Inc.
TBPE Firm No. F-366
(512) 381 8333
mnaiser@lnvinc.com



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: LNV, Inc.

P. O. BOX: _____

STREET ADDRESS: 801 Navigation, Suite 300 CITY: Corpus Christi ZIP: 78408

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	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

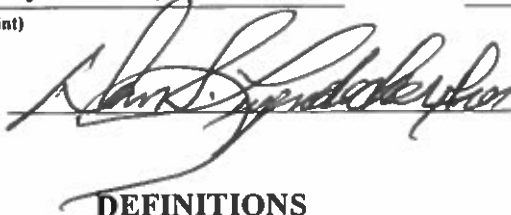
If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose 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: Dan S. Leyendecker, P.E. Title: President
(Type or Print)

Signature of Certifying Person:



Date: 4.12.16

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.