

**AGREEMENT**  
for  
**Construction Materials Testing and Engineering Services**

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 ROCK ENGINEERING & TESTING LABORATORY INC., a Texas corporation or partnership ("LAB"), acting through its duly authorized representative who is Curtis A. Rock, Business Development Manager, which agree as follows:

1. **DECLARATIONS:** "CITY" desires to engage "LAB" to provide services in connection with City's project, described as follows: McArdle Road Improvements BOND 2012 (Project No. E12097 & E12098) ("PROJECT").

2. **SCOPE OF WORK:** "LAB" shall provide services to the PROJECT in accordance with the accompanying Scope of Services and Fee Schedule attached as "Exhibit A" and the Terms and Conditions to AGREEMENT attached as "Exhibit C".

3. **FEE:** The "CITY" agrees to pay the "LAB" for services provided in accordance with Exhibit "A", Scope of Services and Fee Schedule under this AGREEMENT, a total fee not to exceed \$74,850.00 (Seventy Four Thousand Eight Hundred Fifty Dollars and Zero Cents). Monthly invoice will be submitted in accordance with Exhibit "D".

4. **INDEMNIFICATION AND HOLD HARMLESS:** The Consultant agrees to indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees as more fully set forth in Exhibit "B".

5. **CITY'S DISCLOSURE OF HAZARDOUS & TOXIC MATERIALS AND CONDITIONS AT THE PROJECT SITE.** To the best of the City's knowledge, based upon currently available information, the only hazardous or toxic materials, as defined by the laws and regulations of the Federal government, the state, and city which exist at the PROJECT SITE are as follows: None.

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Gustavo Gonzalez, P.E. (Date)  
Assistant City Manager  
of Public Works and Utilities

**RECOMMENDED**

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

**ROCK ENGINEERING & TESTING  
LABORATORY**

Curtis Rock 3-7-14  
\_\_\_\_\_  
Curtis A. Rock (Date)

Business Development Manager  
6817 Leopard Street  
Corpus Christi, TX 78409  
(361) 883-4555 Office  
(361) 883-4711 Fax

APPROVED

\_\_\_\_\_  
Office of Management (Date)  
and Budget

[ ENTERED *ave*

MAR 4 2014

CONTRACT MANAGERS

<b>McArdle Road from Nile Drive to Ennis Joslin Road (Project No. E12097) BOND 2012</b>		
<b>Department</b>	<b>Fund No.</b>	<b>Amount</b>
Street CIP Bond 2012	550920-3549-00000-E12097	\$52,395.00
<b>McArdle Road from Whitaker Drive to Nile Drive (Project No. E12098) BOND 2012</b>		
Street CIP Bond 2012	550920-3549-00000-E12098	\$22,455.00

APPROVED AS TO FORM

\_\_\_\_\_  
Legal Department (Date)

ATTEST

\_\_\_\_\_  
Armando Chapa, City Secretary (Date)



- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS ENGINEERING & TESTING
- SOILS • ASPHALT • CONCRETE

February 26, 2014

City of Corpus Christi  
P.O. Box 9277  
Corpus Christi, Texas 78401

Attention: Mr. Dan Biles, P.E. – Director of Engineering

**SUBJECT: ESTIMATED TESTING BUDGET FOR THE PROPOSED  
McArdle Road Improvements  
City Project No.: E12097 & E12098  
Corpus Christi, Texas  
RETL Proposal Number: P022614A**

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Dear Mr. Biles,

Rock Engineering and Testing Laboratory, Inc. (RETL) (TBPE Firm No. 2101) is pleased to be selected to perform the required Construction Materials Testing for the above referenced project. **The Estimated Construction Materials Testing Budget for this project is \$74,850.00.**

**We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.**

The estimated construction materials testing budget is based on a review of the information provided to RETL. An estimated breakdown of field and laboratory testing required is included as an attachment.

**Please make note that the actual fees invoiced for this project will be based on the actual testing performed. The total fee assessed will be dependent on the contractor's construction techniques, number of trips made to the jobsite, elapsed time from technician arrival to commencement of testing activities, and any time the technician is required to be on-site but not performing testing activities.**

**Please be advised that weekend Technician time will be invoiced portal to portal at an additional rate of \$31.00 per hour.**

RETL appreciates your consideration of our firm to assist you during the construction phase of your project. If you agree with this proposal, please sign the attached Laboratory Testing Services Agreement, submit the Distribution List and provide billing information. Please do not hesitate to contact me at (361) 883-4555 extension 15 if you have any questions regarding the proposal or would like to discuss further.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Kirk".

Sandra Kirk  
Project Estimator

Date: February 26, 2014  
 Project: McArdle Road Improvements  
 Proposal No: P022614A  
 Client: City of Corpus Christi

	<u>Test Quantity</u>	<u>Test Unit</u>	<u>Unit Fee</u>	<u>Fee</u>
<b>SOILS TESTING</b>				
Standard Proctor	11	EA.	\$215.00	\$2,365.00
In-Place Densities	503	EA.	\$44.00	\$22,132.00
<b>LIME/CEMENT SAMPLING</b>				
Hydrate Lime				
Standard Proctor	1	EA.	\$215.00	\$215.00
Field Gradation	1	EA.	\$77.00	\$77.00
Commercial Lime Slurry				
Standard Proctor	4	EA.	\$215.00	\$860.00
Field Gradation	4	EA.	\$77.00	\$308.00
Carbide Lime Slurry				
Standard Proctor	7	EA.	\$215.00	\$1,505.00
Field Gradation	7	EA.	\$77.00	\$539.00
Quick Lime				
Standard Proctor	1	EA.	\$215.00	\$215.00
Field Gradation	1	EA.	\$77.00	\$77.00
High Early Cement				
Standard Proctor	1	EA.	\$215.00	\$215.00
Cement Series - 6 Point	1	EA.	\$215.00	\$215.00
<b>LIMESTONE BASE</b>				
Modified Proctor	1	EA.	\$253.00	\$253.00
Sieve Analysis	1	EA.	\$94.00	\$94.00
Atterberg Limits	1	EA.	\$94.00	\$94.00
Wet Ball Mill	1	EA.	\$321.00	\$321.00
Triaxial Test - CBR	1	EA.	\$743.00	\$743.00
<b>TYPE 'D' HOT-MIX ASPHALT CONCRETE (HMAC)</b>				
Asphalt Full- Series	14	EA.	\$616.00	\$8,624.00
Asphalt Cored In-Place Density	59	EA.	\$99.00	\$5,841.00
Asphalt Binder (Certificate provided by Manufacture)				
<b>TYPE 'B' HOT-MIX ASPHALT CONCRETE (HMAC)</b>				
Asphalt Full- Series	6	EA.	\$616.00	\$3,696.00
Asphalt Cored In-Place Density	28	EA.	\$99.00	\$2,772.00
Asphalt Binder (Certificate provided by Manufacture)				
<b>CONCRETE TESTING</b>				
Concrete Cylinders, Compression Testing (Set of 4)	45	EA.	\$176.00	\$7,920.00
<b>CYLINDER PICK-UP FEES</b>				
Number of Trips	45	EA.	\$43.00	\$1,935.00
<b>MATERIAL SAMPLING FEES</b>				
Number of Trips	47	EA.	\$57.00	\$2,679.00
<b>VEHICLE CHARGE PER TRIP</b>				
Location: Corpus Christi, Texas	246	EA.	\$45.00	\$11,070.00
<b>ADMINISTRATION FEE (1 Time Fee Per Project)</b>				
	1	EA.	\$85.00	\$85.00
<b>GRAND TOTAL</b>				<b>\$74,850.00</b>

\*\* This is only an estimate. Please make a note that the actual fees involved from this project will be based on the actual testing performed. The total fee assessed will be dependent on the contractor's construction techniques, number of trips made to the jobsite, elapsed time from technician arrival to commencement of testing activities, and any time the technician is required to be on-site but not performing testing activities.

**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
<b>30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates</b>	<b>Bodily Injury &amp; Property Damage Per occurrence - aggregate</b>
<b>COMMERCIAL GENERAL LIABILITY</b> including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 COMBINED SINGLE LIMIT
<b>AUTOMOBILE LIABILITY</b> to included 1. Owned vehicles 2.. Hired – Non-owned vehicles	\$1,000,000 COMBINED SINGLE LIMIT
<b>PROFESSIONAL LIABILITY</b> 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
<b>WORKERS' COMPENSATION</b>	Which Complies with the Texas Workers Compensation Act
<b>EMPLOYERS' LIABILITY</b>	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.**

## **TERMS AND CONDITIONS TO AGREEMENT**

### **ARTICLE 1. SERVICES: "LAB" will:**

- 1.1 Provide only those services requested by "CITY ENGINEER" that, in the opinion of "LAB", lie within the technical or professional areas of expertise of "LAB" and which "LAB" is adequately staffed and equipped to perform.
- 1.2 Perform technical services under the supervision of a licensed professional engineer and in compliance with the basic requirements of the appropriate standards of the American Society for Testing and Materials, where applicable, and other standards designated in writing by the "CITY ENGINEER."
- 1.3 Promptly submit formal reports (printed and electronic copies) of tests, inspections and services performed indicating, where applicable, compliance with the PROJECT specifications or other contract documents. Such reports must be complete and factual, citing the tests performed, methods employed, values obtained, and parts of the structure of THE PROJECT area subjected to any testing.
- 1.4 Utilize testing equipment which has been calibrated according to applicable standards and, upon request, submit to the "CITY ENGINEER", or his authorized representative, documentation of such calibration.  
  
Secure representative samples of those materials that the City's Contractor proposes to use which require testing, together with relevant data concerning such materials including the point of origin and supplier.
- 1.5 Consider reports to be confidential, and distribute reports only to those persons, organizations or agencies specifically designated in writing by the "CITY ENGINEER".
- 1.6 Retain records relating to services performed for "CITY" for a period of two years following submission of any reports, during which period the records will be made available to the "CITY" at all reasonable times.
- 1.7 Pay salaries, wages, expenses, social security taxes, federal and state unemployment taxes, and any other similar payroll taxes relating to the services.

### **ARTICLE 2. CITY RESPONSIBILITIES: City Engineer or authorized representative will:**

- 2.1 Provide "LAB" with all plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of services by "LAB".
- 2.2 Issue authorization in writing giving "LAB" free access to THE PROJECT site, and to all shops or yards where materials are prepared or stored.
- 2.3 Designate in writing those persons or firms which will act as the "CITY's" representative with respect to "LAB'S" services to be performed under this AGREEMENT and which must be promptly notified by "LAB" when it appears that materials tested or inspected are in non-compliance. Only the "CITY ENGINEER" or his designated representative have authority to transmit instructions, receive information and data, interpret and define the CITY's policies and decisions with respect to THE PROJECT. "LAB" acknowledges that certain "CITY" representatives may have different types of authority concerning THE PROJECT.
- 2.4 Advise "LAB" sufficiently in advance of any operations so as to allow for assignment of personnel by "LAB" for completion of the required services. Such advance notice will be in accordance with that established by mutual agreement of the parties.
- 2.5 Direct THE PROJECT contractor, either by the Construction Contract or direct written order to:



- (a) Stop work at the appropriate times for "LAB" to perform contracted services;
- (b) Furnish such labor and all facilities needed by "LAB" to obtain and handle samples at THE PROJECT and to facilitate the specified inspection and tests;
- (c) Provide and maintain for use of "LAB" adequate space at THE PROJECT for safe storage and proper curing of test specimens which must remain on THE PROJECT site prior to, during, and up to 60 days after testing.

### **ARTICLE 3. GENERAL CONDITIONS**

- 3.1 "LAB", by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to THE PROJECT which, by custom or contract, are vested in THE PROJECT architects, design engineers, or any other design agencies or authorities.
- 3.2 "LAB" is not authorized to supervise, alter, relax, enlarge or release any requirement of THE PROJECT specifications or other contract documents nor to approve or accept any portion of the work. "LAB" does not have the right of rejection or the right to stop the work. "CITY ENGINEER" will direct THE PROJECT contractor to stop work at appropriate times for "LAB" to conduct the sampling, testing, or inspection of operations covered by the AGREEMENT.

### **ARTICLE 4. FIELD MONITORING AND TESTING**

- 4.1 "CITY" and "LAB" agree that "LAB" will be on-site to perform inspections for contracted services. The "CITY" and "LAB" also agree that "LAB" will not assume responsibility for PROJECT Contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the final services provided by "LAB" will not relieve the PROJECT Contractor of his responsibilities for performing the work in accordance with THE PROJECT plans and specifications. For the purposes of this AGREEMENT, the word "inspection" is used to mean periodic observation of the work and the conducting of tests by "LAB" as specified in the AGREEMENT. Continuous monitoring by "LAB" or its subcontractors does not mean that "LAB" is approving placement of materials. Inspection is not and should not be construed to be a warranty by "LAB" to the "CITY" or any other party.
- 4.2 Samples collected or tested by "LAB" remain the property of the "CITY" while in the custody of the "LAB". "LAB" will retain the samples for a period of 60 days following the date of submission of any report related to the sample. Following the retention period, "LAB" will dispose of non-hazardous samples, and return hazardous, acutely toxic, or radioactive samples and samples containers and residues to "CITY". "CITY" agrees to accept such samples and samples containers.

### **ARTICLE 5. STANDARD OF CARE AND WARRANTY**

Services performed by "LAB" will be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing under similar conditions in the same locality. No other warranty either expressed or implied is made or intended by the AGREEMENT or any reports. "LAB" will not be responsible for the interpretation or use by others of data developed by "LAB".

### **ARTICLE 6. SAFETY**

"CITY" and "LAB" agree that, in accordance with the generally accepted construction practice, the PROJECT'S general contractor will be solely and completely responsible for working conditions on THE PROJECT, including safety of all persons and property during the performance of the work, and for compliance with all municipal, state, and federal laws, rules and regulations, including OSHA. The duty of "LAB" in providing services is not, therefore, to include any review of, or responsibility for, the adequacy of the PROJECT'S general contractor's safety measures in, on, or near THE PROJECT site.

## **ARTICLE 7. INVOICES AND PAYMENT**

"LAB" will submit progress invoices to "CITY ENGINEER" monthly and final invoice upon completion of services. Each invoice is due and payable by "CITY" within 30 days of receipt and approval to pay by the City Engineer.

## **ARTICLE 8. EXTENT OF AGREEMENT**

- 8.1 This AGREEMENT, including Exhibit "A" and these terms and conditions, represents the entire AGREEMENT between "CITY" and "LAB" and supersedes all prior negotiation, representations or agreements, written or oral. This AGREEMENT may be amended only by a written instrument signed by duly authorized representative of "CITY" and "LAB". If any conflict occurs between these terms and conditions and this AGREEMENT, these terms and conditions are controlling.
- 8.2 In the event that any one or more of the provisions contained in this AGREEMENT are for any reason held invalid, illegal or unenforceable in any respect, the remaining terms will be in full effect and this AGREEMENT will be construed as if the invalid or unenforceable matters were never included in this AGREEMENT. No waiver of any default will be a waiver of any future default.
- 8.3 Neither party will assign this AGREEMENT without the express written approval of the other, but "LAB" may subcontract laboratory procedures as "LAB" deems necessary to meet the obligations of this AGREEMENT.

**COMPLETE PROJECT NAME**

Project No. xxxxxx

Invoice No. 12345

Invoice Date:

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
<b>Basic Services:</b>								
Preliminary Phase	\$15,117	\$0	\$0	\$15,117	\$0	\$1,000	\$1,000	7%
Design Phase	20,818	0	0	20,818	1,000	500	1,500	7%
Bid Phase	0	0	0	0	0	0	0	n/a
Report Phase	14,166	0	0	14,166	0	0	0	0%
Construction Phase	0	0	0	0	0	0	0	n/a
<b>Subtotal Basic Services</b>	<b>\$50,101</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,101</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>5%</b>
<b>Additional Services:</b>								
Permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Warranty Phase	0	0	0	0	0	0	0	n/a
Inspection	9,011	0	0	9,011	0	0	0	0%
Platting Survey	29,090	0	0	29,090	0	0	0	0%
Reporting	1,294	0	0	1,294	0	0	0	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	0	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
<b>Subtotal Additional Services</b>	<b>\$39,395</b>	<b>\$0</b>	<b>\$0</b>	<b>\$39,395</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>
<b>Summary of Fees</b>								
Basic Services Fees	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
Additional Services Fees	39,395	0	0	39,395	0	0	0	0%
<b>Total of Fees</b>	<b>\$89,496</b>	<b>\$0</b>	<b>\$0</b>	<b>\$89,496</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>3%</b>



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: Rock Engineering & Testing Laboratory, Inc.

P. O. BOX: \_\_\_\_\_

STREET ADDRESS: 6817 Leopard Street CITY: Corpus Christi ZIP: 78409

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>Curtis Rock</u>	<u>Planning Commission</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: Curtis A. Rock Title: Business Development Manager  
(Type or Print)

Signature of Certifying Person:

Curtis Rock

Date: 1-15-14

### DEFINITIONS

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