

CITY OF CORPUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES

FOR PROJECT (No./Name) E16320 - Kinney & Power Street Pump Station Improvements

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director) and Urban Engineering, 2725 Swantner, Corpus Christi, Nueces County, Texas 78404, (Consultant), hereby agree as follows:

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE I	SCOPE OF SERVICES	2
ARTICLE II	QUALITY CONTROL	3
ARTICLE III	COMPENSATION.....	3
ARTICLE IV	TIME AND PERIOD OF SERVICE	4
ARTICLE V	OPINIONS OF COST	5
ARTICLE VI	INSURANCE REQUIREMENTS.....	5
ARTICLE VII	INDEMNIFICATION.....	5
ARTICLE VIII	TERMINATION OF AGREEMENT	6
ARTICLE IX	RIGHT OF REVIEW AND AUDIT	7
ARTICLE X	OWNER REMEDIES	7
ARTICLE XI	CONSULTANT REMEDIES.....	8
ARTICLE XII	CLAIMS AND DISPUTE RESOLUTION	8
ARTICLE XIII	MISCELLANEOUS PROVISIONS	10
EXHIBITS		

ARTICLE I – SCOPE OF SERVICES

1.1 The Consultant shall provide to Engineering Services its Scope of Services, to be incorporated herein and attached to this Agreement as **Exhibit A**. The Scope of Services shall include all associated services required for Consultant to provide such Services, pursuant to this Agreement, and any and all Services that would normally be required by law or common due diligence in accordance with the standard of care defined in Article XIII of this Agreement. The approved Scope of Services defines the services to be performed by Consultant under this Agreement.

1.2 Consultant shall follow City Codes and Standards effective at the time of the execution of the contract. At review milestones, the Consultant and City will review the progress of the plans to ensure that City Codes and Standards are followed unless specifically and explicitly excluded from doing so in the approved Scope of Services attached as **Exhibit A**. A request made by either party to deviate from City standards after the contract is executed must be in writing.

1.3 Consultant shall provide labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Agreement. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subconsultants of Consultant. Upon request, Consultant must provide City with a list of all subconsultants that includes the services performed by subconsultant and the % of work performed by subconsultant (in dollars). Changes in Consultant's proposed team as specified in the SOQ or Scope of Services must be agreed to by the City in writing.

1.4 Consultant shall not begin work on any phase/task authorized under this Agreement until they are briefed on the scope of the Project and are notified in writing to proceed. If the scope of the Project changes, either Consultant or City may request a review of the changes with an appropriate adjustment in compensation.

1.5 Consultant will provide monthly status updates (project progress or delays) in the format requested by the City with each monthly invoice.

1.6 For design services, Consultant agrees to render the professional services necessary for the advancement of the Project through Final Completion of the Construction Contract. Consultant acknowledges and accepts its responsibilities, as defined and described in City's General Conditions for Construction Contracts, excerpt attached as **Exhibit D**.

1.6.1 The Consultant agrees to serve as the City's Designer as defined in the General Conditions and will consult and advise the City on matters related to the Consultant's Scope of Services during the performance of the Consultant's services.

1.6.2 The Consultant agrees to prepare plans, specification, bid and contract documents and to analyze bids and evaluate the documents submitted by bidders.

1.6.3 The Consultant agrees to assist the City in evaluating the qualifications of the prospective contractors, subcontractors and suppliers.

1.7 For projects that require subsurface utility investigation:

1.7.1 The Consultant agrees to prepare and submit to the City prior to the 60% submittal a signed and sealed report identifying all utilities within the project area at the Quality Level specified in **Exhibits A and A-1**. It is assumed that all utilities will be identified using Quality Level A exploratory excavation unless stated otherwise.

1.7.2 Utilities that should be identified include but are not limited to utilities owned by the City, local franchises, electric companies, communication companies, private pipeline companies and 3rd party owners/operators.

1.8 For project with potential utility conflicts:

1.8.1 The Consultant agrees to coordinate the verification and resolution of all potential utility conflicts.

1.8.2 The Consultant agrees to prepare and submit a monthly Utility Coordination Matrix to the City.

1.9 The Consultant agrees to complete the Scope of Services in accordance with the approved project schedule and budget as defined in **Exhibit A**, including completing the work in phases defined therein.

ARTICLE II – QUALITY CONTROL

2.1 The Consultant agrees to perform quality assurance-quality control/constructability reviews (QCP Review). The City reserves the right to retain a separate consultant to perform additional QCP services for the City.

2.2 The Consultant will perform QCP Reviews at intervals during the Project to ensure deliverables satisfy applicable industry quality standards and meet the requirements of the Project scope. Based on the findings of the QCP Review, the Consultant must reconcile the Project Scope and the Opinion of Probable Cost (OPC), as needed.

2.3 Final construction documents that do not meet City standards in effect at the time of the execution of this Agreement may be rejected. If final construction documents are found not to be in compliance with this Agreement, Consultant will not be compensated for having to resubmit documents.

ARTICLE III – COMPENSATION

3.1 The Compensation for all services (Basic and Additional) included in this Agreement and in the Scope of Services for this Agreement shall not exceed **\$162,527.**

3.2 The Consultant's fee will be on a lump sum or time and materials (T&M) basis as detailed in **Exhibit A** and will be full and total compensation for all services and for all expenses incurred in performing these services. Consultant shall submit a Rate Schedule with their proposal. City and Consultant agree that the Rate Schedule is considered confidential information that may be excluded from public disclosure under Texas Government Code Chapter 552 as determined by the Texas Attorney General.

3.3 The Consultant agrees to complete the Scope of Services in accordance with the approved project schedule and budget as defined in **Exhibit A**, including completing the work in phases defined therein.

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

3.5 Monthly invoices will be submitted in accordance with the Payment Request as shown in **Exhibit B**. Each invoice will include the Consultant's estimate of the proportion of the contracted services completed at the time of billing. For work performed on a T&M Basis, the invoice shall include documentation that shows who worked on the Project, the number of hours that each individual worked, the applicable rates from the Rate Schedule and any reimbursable expenses associated with the work. City will make prompt monthly payments in response to Consultant's monthly invoices.

3.6 Principals may only bill at the agreed hourly rate for Principals (as defined in the Rate Schedule) when acting in that capacity. Principals acting in the capacity of staff must bill at applicable staff rates.

3.7 Consultant certifies that title to all services covered by a Payment Request shall pass to City no later than the time of payment. Consultant further certifies that, upon submittal of a Payment Request, all services for which Payment Requests have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. **CONSULTANT SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY CITY TO CONSULTANT.**

3.8 The final payment due hereunder shall not be paid until all reports, data and documents have been submitted, received, accepted and approved by City. Final billing shall indicate "Final Bill – no additional compensation is due to Consultant."

3.9 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Consultant is responsible, because of:

3.9.1 delays in the performance of Consultant's work;

3.9.2 failure of Consultant to make payments to subconsultants or vendors for labor, materials or equipment;

3.9.3 damage to City; or

3.9.4 persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement.

3.10 When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld shall be made within 30 days. City shall not be deemed in default by reason of withholding compensation as provided under this Agreement.

3.11 In the event of any dispute(s) between the Parties regarding the amount properly compensable for any phase or as final compensation or regarding any amount that may be withheld by City, Consultant shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Consultant does not initiate and follow the claims procedures as required by the terms of this Agreement, any such claim shall be waived.

3.12 Request of final compensation by Consultant shall constitute a waiver of claims except those previously made in writing and identified by Consultant as unsettled at the time of final Payment Request.

3.13 All funding obligations of the City under this Agreement are subject to the appropriation of funds in its annual budget. The City may direct the Consultant to suspend work pending receipt and appropriation of funds. The right to suspend work under this provision does not relieve the City of its obligation to make payments in accordance with section 3.5 above for services provided up to the date of suspension.

ARTICLE IV – TIME AND PERIOD OF SERVICE

4.1 This Agreement shall be effective upon the signature of the City Manager or designee (Effective Date).

4.2 ~~This service shall be for a period of _____ years beginning on the Effective Date. The Agreement may be renewed for up to _____ one-year renewal options upon mutual agreement of the parties to be evidenced in writing prior to the expiration date of the prior term. Any renewals shall be at the same terms and conditions, plus any approved changes.~~

4.3 The Consultant agrees to begin work on those authorized Services for this contract upon receipt of the Notice to Proceed from the Director of Engineering Services. Work will not begin on any phase or any Additional Services until requested in writing by the Consultant and written authorization is provided by the Director of Engineering Services.

4.4 Time is of the essence for this Agreement. Consultant shall perform and complete its obligations under this Agreement in a prompt and continuous manner so as to not delay the Work for the Project, in accordance with the schedules approved by City. The Consultant and City are aware that many factors may affect the Consultant's ability to complete the services to be provided under this agreement. The Consultant must notify the City within ten business days of becoming aware of a factor that may affect the Consultant's ability to complete the services hereunder.

4.5 City shall perform its obligations of review and approval in a prompt and continuous manner so as to not delay the project.

4.6 This Agreement shall remain in force for a period which may reasonably be required for completion of the Project, including any extra work and any required extensions thereto, unless terminated as provided for in this Agreement. For construction design services, "completion of the Project" refers to acceptance by the City of the construction phase of the Project, i.e., Final Completion.

ARTICLE V – OPINIONS OF COST

5.1 The Opinion of Probable Cost (OPC) is computed by the Consultant and includes the total cost for construction of the Project.

5.2 The OPC does not include the cost of the land, rights-of-way or other costs which are the responsibility of the City.

5.3 Since Consultant has no control over a construction contractor's cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant's opinions of probable Project Cost or Construction Cost provided herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a design professional familiar with the construction industry, but Consultant cannot and does not guarantee proposals, bids or the construction cost shall not vary from the OPC prepared by Consultant.

ARTICLE VI – INSURANCE REQUIREMENTS

6.1 Consultant must not commence work under this Agreement until all insurance required has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.

6.2 Insurance Requirements are shown in **EXHIBIT C**.

ARTICLE VII – INDEMNIFICATION

Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control ("Indemnatee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by

Consultant or its agent, Consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This indemnification does not apply to any liability resulting from the negligent acts or omissions of the City or its employees, to the extent of such negligence.

Consultant shall defend Indemnatee, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee, the Consultant shall reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability.

Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

ARTICLE VIII – TERMINATION OF AGREEMENT

8.1 By Consultant:

8.1.1 The City reserves the right to suspend this Agreement at the end of any phase for the convenience of the City by issuing a written and signed Notice of Suspension. The Consultant may terminate this Agreement for convenience in the event such suspension extends for a period beyond 120 calendar days by delivering a Notice of Termination to the City.

8.1.2 The Consultant must follow the Termination Procedure outlined in this Agreement.

8.2 By City:

8.2.1 The City may terminate this agreement for convenience upon seven days written notice to the Consultant at the address of record.

8.2.2 The City may terminate this agreement for cause upon ten days written notice to the Consultant. If Consultant begins, within three days of receipt of such notice, to correct its failure and proceeds to diligently cure such failure within the ten days, the agreement will not terminate. If the Consultant again fails to perform under this agreement, the City may terminate the agreement for cause upon seven days written notice to the Consultant with no additional cure period. If the City terminates for cause, the City may reject any and all proposals submitted by Consultant for up to two years.

8.3 Termination Procedure

8.3.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant takes action to cure a failure to perform under the cure period, Consultant shall immediately begin the phase-out and discontinuance of all services in connection with the performance of this Agreement. Within 30 calendar days after receipt of the Notice of Termination, unless Consultant has successfully cured a failure to perform, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

8.3.2 Consultant shall submit all completed and/or partially completed work under this Agreement, including but not limited to specifications, designs, plans and exhibits.

8.3.3 Upon receipt of documents described in the Termination Procedure and absent any reason why City may be compelled to withhold fees, Consultant will be compensated for its services based upon a Time & Materials calculation or Consultant and City's estimate of the proportion of the total services actually completed at the time of termination. There will be no compensation for anticipated profits on services not completed.

8.3.4 Consultant acknowledges that City is a public entity and has a duty to document the expenditure of public funds. The failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement.

ARTICLE IX – RIGHT OF REVIEW AND AUDIT

9.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under this Agreement, then such retention period shall extend until final resolution of the dispute.

9.2 Consultant's records include any and all information, materials and data of every kind and character generated as a result of and relevant to the Work under this Agreement (Consultant's Records). Examples include billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, and any and all other agreements, sources of information and matters that may, in City's and Consultant's reasonable judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

9.3 City agrees that it shall exercise the right to audit, examine or inspect Consultant's Records only during Consultant's regular business hours. Consultant agrees to allow City's designee access to all of Consultant's Records, Consultant's facilities and Consultant's current employees, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

9.4 Consultant shall include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE X – OWNER REMEDIES

10.1 The City and Consultant agree that in the event the City suffers actual damages, the City may elect to pursue its actual damages and any other remedy allowed by law. This includes but is not limited to:

10.1.1 Failure of the Consultant to make adequate progress and endanger timely and successful completion of the Project, which includes failure of subconsultants to meet contractual obligations;

10.1.2 Failure of the Consultant to design in compliance with the laws of the City, State and/or federal governments, such that subsequent compliance costs exceed expenditures that would have been involved had services been properly executed by the Consultant.

10.1.3 Losses are incurred because of errors and/or omissions in the design, working drawings, specifications or other documents prepared by the Consultant to the extent that the financial losses are greater than the City would have originally paid had there not been errors and/or omissions in the

documents.

10.2 When the City incurs non-value added work costs for change orders due to design errors and/or omissions, the City will send the Consultant a letter that includes:

- (1) Summary of facts with supporting documentation;
- (2) Instructions for Consultant to revise design documents, if appropriate, at Consultant's expense;
- (3) Calculation of non-value added work costs incurred by the City; and
- (4) Deadline for Consultant's response.

10.3 The Consultant may be required to revise bid documents and re-advertise the Project at the Consultant's sole cost if, in the City's judgment, the Consultant generates excessive addenda, either in terms of the nature of the revision or the actual number of changes due to the Consultant's errors or omissions.

10.4 The City may withhold or nullify the whole or part of any payment as detailed in Article III.

ARTICLE XI – CONSULTANT REMEDIES

11.1 If Consultant is delayed due to uncontrollable circumstances, such as strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Consultant's and City's reasonable control, an extension of the Project schedule in an amount equal to the time lost due to such delay shall be Consultant's sole and exclusive remedy. The revised schedule should be approved in writing with a documented reason for granting the extension.

11.2 The City agrees that the Consultant is not responsible for damages arising from any cause beyond Consultant's reasonable control.

11.3 If Consultant requests a remedy for a condition not specified above, Consultant must file a Claim as provided in this Agreement.

ARTICLE XII – CLAIMS AND DISPUTE RESOLUTION

12.1 Filing of Claims

12.1.1 Claims arising from the circumstances identified in this Agreement or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within twenty-one (21) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim.

12.1.2 Every Claim of Consultant, whether for additional compensation, additional time or other relief, shall be signed and sworn to by a person authorized to bind the Consultant by his/her signature, verifying the truth and accuracy of the Claim.

12.1.3 The responsibility to substantiate a claim rests with the party making the Claim.

12.1.4 Within thirty (30) calendar days of receipt of notice and supporting documentation, City will meet to discuss the request, after which an offer of settlement or a notification of no settlement offer will be sent to Consultant. If Consultant is not satisfied with the proposal presented, Consultant will have thirty (30) calendar days in which to (i) submit additional supporting data requested by the City, (ii) modify the initial request for remedy or (iii) request Mediation.

12.1.5 Pending final resolution of a claim, except as otherwise agreed in writing, Consultant shall proceed

diligently with performance of the Agreement, and City shall continue to make payments in accordance with this Agreement.

12.2 Mediation

12.2.1 All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12.2.2 Before invoking mediation, the Parties agree that they shall first try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to the use of mediation. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days after a Party delivers a written notice of such dispute, then the Parties shall proceed with the mediation process contained herein.

12.2.3.1 In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the Party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

12.2.3.2 Request for mediation shall be in writing, and shall request that the mediation commence no less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both parties.

12.2.3.3 In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) calendar days of the request for mediation, all conditions precedent in this Article shall be deemed to have occurred.

12.2.3.4 The parties shall share the mediator's fee. Venue for mediation shall be Nueces County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

12.3 In calculating the amount of any Claim or any measure of damages for breach of contract, the following standards shall apply both to claims by Consultant and to claims by City:

12.3.1 In no event shall either Party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever;

12.3.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other Party is claimed to be responsible.

12.4 In case of litigation between the parties, Consultant and City agree that neither party shall be responsible for payment of attorney's fees pursuant to any law or other provision for payment of attorneys' fees. Both Parties expressly waive any claim to attorney's fees should litigation result from any dispute between the parties to this Agreement.

12.5 No Waiver of Governmental Immunity. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Assignability. Neither party will assign, transfer or delegate any of its obligations or duties under this Agreement contract to any other person and/or party without the prior written consent of the other party, except for routine duties delegated to personnel of the Consultant staff. This includes subcontracts entered into for services under this Agreement. If the Consultant is a partnership or joint venture, then in the event of the termination of the partnership or joint venture, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the Consultant fee may be assigned in advance of receipt by the Consultant without written consent of the City.

The City will not pay the fees of expert or technical assistance and consultants unless such employment, including the rate of compensation, has been approved in writing by the City.

13.2 Ownership of Documents. Consultant agrees that upon payment, City shall exclusively own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement, including contract documents (plans and specifications), drawings and submittal data. Consultant may make a copy for its files. Any reuse by the City, without specific written verification or adaptation by Consultant, shall be a City's sole risk and without liability or legal exposure to Consultant. The City agrees that any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

13.3 Standard of Care. Services provided by Consultant under this Agreement shall be performed with the professional skill and care ordinarily provided by competent licensed professionals practicing under the same or similar circumstances and professional license; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

13.4 Licensing. Consultant shall be represented by personnel with appropriate licensure, registration and/or certification(s) at meetings of any official nature concerning the Project, including scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

13.5 Independent Contractor. The relationship between the City and Consultant under this Agreement shall be that of independent contractor. City may explain to Consultant the City's goals and objectives in regard to the services to be performed by Consultant, but the City shall not direct Consultant on how or in what manner these goals and objectives are to be met.

13.6 Entire Agreement. This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant.

13.7 No Third Party Beneficiaries. Nothing in this Agreement can be construed to create rights in any entity other than the City and Consultant. Neither the City nor Consultant intends to create third party beneficiaries by entering into this Agreement.

13.8 Disclosure of Interest. Consultant agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form.

13.9 Certificate of Interested Parties. For contracts greater than \$50,000, Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement. Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

13.10 Conflict of Interest. Consultant agrees, in compliance with Chapter 176 of the Texas Local Government Code, to complete and file Form CIQ with the City Secretary's Office. For more information and to determine if you

need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

13.11 Boycott Israel. As required by Chapter 2270, Government Code, Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.12 Controlling Law. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Nueces County, Texas. Cases must be filed and tried in Nueces County and cannot be removed from Nueces County.

13.13 Severability. If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

13.14 Conflict Resolution Between Documents. Consultant hereby agrees and acknowledges if anything contained in the Consultant-prepared **Exhibit A**, Consultant's Scope of Services, or contained in any other document prepared by Consultant and included herein, is in conflict with Articles I-XIII of this Agreement (Articles), the Articles shall take precedence and control to resolve said conflict.

CITY OF CORPUS CHRISTI

URBAN ENGINEERING

Jeff H. Edmonds, P. E. Date
Director of Engineering Services

James L. Urban, P.E. Date
Principal
2725 Swantner
Corpus Christi, TX 78404
(361) 854-3101 Office
(361) 854-6001 Fax

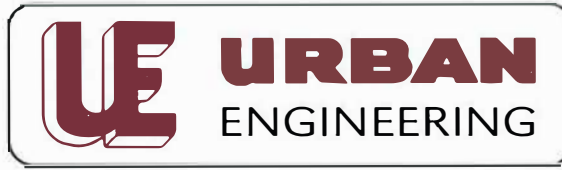
APPROVED

Assistant City Attorney Date

ATTEST

City Secretary Date

Fund Name	Accounting Unit	Account No.	Activity No.	Amount
Seawall Maintenance	3271-707	550950	E16320-01-3272-EXP	\$162,527.00
Total				\$162,527.00



Job No. 36688.B700

July 26, 2018

TRANSMITTED VIA EMAIL
(Revision No. 7)

Mr. Jeff Edmonds, P.E.
Director of Engineering Services
City of Corpus Christi
P. O. Box 9277
Corpus Christi, Texas 78469

Subject: Kinney and Power Street Pump Station Improvements
City Project No. E16320

Dear Jeff:

We are pleased to submit to you a proposal to provide engineering services for possible interim solutions for the downtown drainage system. The downtown flood protection system relies on two pump stations, Power Street Pump Station and the Kinney Street Pump Station, to service this drainage basin during a significant storm event. Previous designs and studies for Downtown Drainage projects included a new storm water concrete interceptor box with new inlets that was constructed in 2007 along Water Street to allow transfer of flows between the two stations, and replacement of the Kinney Street pump station in 2009. Preliminary studies indicate that a third pump station is required to meet the 100-year flood event in the downtown area. This project is to evaluate the present requirements and capacity and to determine the feasibility of interim solutions to maximize the capacities of the Power Street and Kinney St. Pump Stations before adding the major investment of a third downtown stormwater pump station.

SCOPE OF SERVICES

Urban Engineering proposed to provide the following scope of services for this project.

Task 1: Workshop and Meetings (T&M Allowance):

1. Initial Assessment and Improvements Presentation Meeting:
Upon completion of Tasks 2 to 3 (see below), Urban Engineering and Sub-Consultants (AE Team) will participate in a workshop with the City to review current drainage conditions and previous recommendations for pump station improvements. This workshop will help define the project goals and establish the basis for the evaluations performed under Tasks 4 through 5.
2. Meet with City to review Draft Improvements Technical Memorandum:
As part of Tasks 4 and 5 (see below), AE Team will participate in a meeting with the City to discuss preliminary findings and recommendations for improving pump station capacity.
3. Meet with City to review Final Improvements Technical Memorandum:
As part of Tasks 4 and 5 (see below), AE Team will participate in a meeting with the City to discuss final findings and recommendations for improving pump station capacity.

Task 2: Site Visits

Schedule and conduct site visits to the Power St. Pump Station and Kinney St. Pump Station. Site visit to include downtown drainage storm water pump station operations personnel from the City to discuss operations and mechanical conditions of existing pump stations.

Task 3: Initial Assessment of Current Conditions

Team will review and assess the XPSWMM 1D/2D model previously developed by HDR and presented in their November 2016 Technical Memorandum. If any issues or errors are encountered during this model review, remedies will be discussed with the City. If any issues are identified, additional effort necessary to correct these issues in the model would be addressed through a fee amendment. This scope of work assumes no substantive updates or improvements to the existing model are necessary.

Through application of the updated baseline conditions model developed as part of the 2016 assessment, evaluate the following drainage improvement concepts that were recommended in the November 2016 Technical Memorandum:

- a. Upsize the storm drain system on Kinney Street.
- b. Improve drainage within the Salt Flats area with a relief box system along Resaca Street.
- c. Upsize the storm drain system on Lawrence Street.

Note that these three improvement concepts were previously modeled for the 1% annual chance event (ACE), but not for the 10%, 4% and 2% ACE's. The modeling proposed herein will provide the 10%, 4% and 2% results. The design rainfall depths used in HDR's 2016 study will be adopted for this study as well. If directed by the City, Draft/Final Atlas 14 design rainfall depths could be used in place of the previous design rainfall depths.

Results of the modeling will be applied to assist with development of a conceptual-level opinion of probable construction cost (OPCC) and benefit/cost (B/C) ratio for each of the three improvement concepts for each of the three improvement concepts for the 1%, 10%, 4% and 2% ACEs. Parcel data with property values will be researched and obtained by the Urban Engineering from the Nueces County Appraisal District. An evaluation will be provided of the general conditions of the existing pump station equipment at Power Street and Kinney Street Pump Stations in terms of the equipment's operational capacity and potential for adding additional pump(s) to increase capacity. In addition, existing conditions will be assessed and recommendations provided for any repairs currently required to the pump station and/or equipment. Results of Task 3 will be presented as a Power Point Presentation to the City as part of the workshop described under Task 1.

Task 4: Power St. Pump Station Evaluation

Develop and evaluate up to three (3) alternatives for interim solutions to maximize the pumping capacity of the Power St. Pump Station to explore reductions in the 10%, 4%, 2%, and 1% Annual Chance Event (ACE) flood depths at priority areas within the downtown flood protection system. These "priority areas" were previously defined by the City for evaluation in the November 2016 Technical Memorandum. Evaluation of these three concepts will be accomplished by applying the updated XPSWMM model (where applicable) to help explore the following potential improvements:

1. Larger pumps.
2. Different impellers that may be available for existing pumps.
3. Increased pump RPM.
4. New parallel discharge outfalls.
5. Magnitude of storm system improvements (size, limits) needed for realization of meaningful benefits.
6. Different combinations of pump station improvements and storm system improvements.
(See limitation below on number of alternatives to be modeled.)
7. Other system operation improvements.

Prior to application of the hydraulic model, potential benefits of the seven potential improvements will be explored based on desktop evaluations and then prioritized. Some of the improvements may be combined into one overall improvement concept. Up to three overall improvement concepts will then be carried forward for evaluation with the numerical model.

The modeling under Task 4 will be limited to three alternatives for a total of 12 runs (four storm events per alternative). Results of the modeling will be applied to assist with development of a conceptual-level OPCC and B/C ratio for each of the three improvement concepts.

Task 5: Kinney St. Pump Station Evaluation

Develop and evaluate up to three (3) alternatives for interim solutions to maximize the pumping capacity of the Kinney St. Pump Station to explore reductions in the 10%, 4%, 2%, and 1% Annual Chance Event (ACE) flood depths at priority areas within the downtown flood protection system. These "priority areas" were previously defined by the City for evaluation in the November 2016 Technical Memorandum. Evaluation of these three concepts will be accomplished by applying the updated XPSWMM model (where applicable) to help explore the following potential improvements:

1. Larger pumps.
2. Different impellers that may be available for existing pumps.
3. Increased pump RPM.
4. New parallel discharge outfalls.
5. Magnitude of storm system improvements (size, limits) needed for realization of meaningful benefits.
6. Different combinations of pump station improvements and storm system improvements.
(See limitation below on number of alternatives to be modeled.)
7. Other system operation improvements.

Prior to application of the hydraulic model, potential benefits of the seven potential improvements will be explored based on desktop evaluations and then prioritized. Some of the improvements may be combined into one overall improvement concept. Up to three overall improvement concepts will then be carried forward for evaluation with the numerical model.

The modeling under Task 5 will be limited to three alternatives for a total of 12 runs (four storm events per alternative). Results of the modeling will be applied to assist with development of a conceptual-level OPCC and B/C ratio for each of the three improvement concepts.

Task 7: Deliverables

1. Prepare a Technical Memorandum (TM) documenting the results of Tasks 1 through 5.
 - a. Submit two (2) Draft TM hard copies with one (1) CD containing all digital data.
 - b. Following Draft TM meeting with City, submit response to the Draft TM comments will be submitted to the City in digital format only.
 - c. Upon approval of response to comments, submit two (2) Final TM hard copies with one (1) CD containing all digital data.

Other: Scope Of Work Assumptions And Limitations.

Urban Engineering's proposal for the services and fee described herein is based on the following assumptions and limitations:

1. Workshops and meetings will be held at the City's office.
2. During the course of this study, any errors or issues identified in the HDR's previous 2016 XPSWMM 1D/2D model will be addressed with the City and resolved through a fee amendment if necessary. It is assumed at this time that substantive updates to the previously developed model are not necessary.

3. The Opinion of Probable Construction Cost (OPCC) and Benefit/Cost (B/C) ratios will be developed on the basis of the AE Team experience and qualifications and will represent our judgment as experienced and qualified professional engineers generally familiar with this industry. However, because the AE Team has no control over the costs of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding and market conditions, the AE Team cannot and does not guarantee that proposals, bids, or actual project costs will match the OPCC. If City desires greater assurance on probable construction costs, consideration should be given to retaining an independent cost estimator.
4. Record drawings will be provided by the City for any relevant projects completed since the November 2016 Technical Memorandum: 2D Hydraulic Model of the Downtown Seclusion Area. However, it is believed that there have been no projects completed since the development of HDR's 2016 model which would require updates to the model.
5. Modeling Limitations:
 - This contract fee assumes that HDR's 2016 XPSWMM 1D/2D model can be run in a reasonable time, not to exceed four hours per scenario.
 - Alternatives identified for the modeling task will be evaluated in the previously-developed Downtown XPSWMM 1D/2D model to determine hydraulic impacts only. No hydrology modifications will be made to the existing model.
 - XPSWMM 1D/2D modeling will be performed for a concept-level of detail. Therefore, inlet capacity of local storm systems will not be considered in the modeling efforts. Inlet requirements, if needed, will be determined through other methods.
 - Only major storm trunk system improvements will be evaluated.
 - Flood inundation mapping will be processed using the available USGS 2011 LiDAR topographic data.
 - Wave overtopping and outlet conditions will reflect current sea level conditions only. Future sea level rise will not be considered in this evaluation.
 - The number of alternatives modeled under Tasks 4 and 5 will be limited to three per task (for a total of six alternatives), with four runs per alternative (i.e., one run for each of the 10%, 4%, 2%, 1% ACE flood conditions).

Additional Services

The following is being listed as an Additional Services and will require separate authorization to proceed with the work described.

1. The Harbor Bridge Relocation Project (HBRP) is currently being designed and constructed by others for TxDOT. The HBRP is expected to have drainage impacts within the Salt Flats and Bayfront areas, which could in turn impact drainage to the Downtown Bayfront area. The existing XPSWMM 1D/2D model developed for the November 2016 Technical Memorandum (mentioned above) does not include changes resulting from the HBRP. Once the preferred drainage improvements are known, and if so authorized by the City, the XPSWMM 1D/2D model will be updated for the new topography and drainage network to reflect the HBRP conditions, and then re-run the model with the preferred drainage improvements. Details on the updated topography and drainage network for the HBRP will be provided by the City and/or obtained from TxDOT. A single model update will be performed based on these new conditions. Only one drainage improvement concept will be modeled for the HBRP condition; additional concepts would require additional fee. Results of the additional hydraulic modeling, a conceptual-level OPCC and Benefit/Cost ratio for the selected improvement concept, will be presented in the technical memorandum prepared under Task 6 (or an addendum to the memorandum, depending on timing). If available at the start of the project, the drainage changes resulting from the HBRP will be incorporated into the model as part of Basic Services Task 3, and all drainage improvement concepts will be modeled including the HBRP conditions.

PROJECT SCHEDULE

Date	Activity
	Notice To Proceed (NTP)
2.5 Weeks from NTP	Task 1: Initial Assessment & Kickoff Meeting
15 Weeks from NTP	Task 1: Prel Technical Memo Workshop
4 Weeks from NTP	Task 2: Pump Station Site Visits
9 Weeks from NTP	Task 3: Initial Assessment of Current Conditions
15 Weeks from NTP	Task 4: Power St. Pump Station Evaluation
15 Weeks from NTP	Task 5: Kinney St. Pump Station Evaluation
22 Weeks from NTP	Task 6: Presentation of Final Project Deliverables

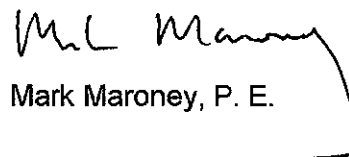
We propose to perform the services described in the above Scope of Services for a lump sum fee of \$146,302. If authorized, we will also perform the services described in the Additional Services for a lump sum fee of \$16,225. A summary of fees is provided in the following:

Basic Services Fees	
1. Workshop/Meetings/Proj. Management (T&M Allowance)	\$30,776
2. Pump Station Site Visits	\$7,270
3. Initial Assessment of Conditions & Recs	\$39,883
4. Power St. Pump Station Evaluation	\$19,356
5. Kinney St. Pump Station Evaluation	\$19,356
6. Deliverables & Expenses	\$29,661
Subtotal Basic Services Fees	\$146,302
Additional Services Fees	
1. Harbor Bridge Relocation Drainage Impact Evaluation (authorization required)	\$16,225
Sub-Total Additional Services Fees	\$16,225
Total Fee	\$162,527

We request that the City prepare an AE Contract for the fees noted for us to provide the engineering services necessary to accomplish this work. Should you have any questions please let me know.

Sincerely,

URBAN ENGINEERING


 Mark Maroney, P. E.

MM/
 Enclosure
 xc: Sarah West, P.E. – Engineering Services via email

COMPLETE PROJECT NAME
Project No. XXXX
Invoice No. 12345
Invoice Date 01/01/2017

	Total				Current Invoice	Previous Invoice	Total Invoice	Remaining Balance	Percent Complete
	Contract	Amd No. 1	Amd No. 2	Contract					
Basic Services:									
Preliminary Phase	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	100.0%
Design Phase	\$2,000.00	\$1,000.00	\$0.00	\$3,000.00	\$1,000.00	\$500.00	\$1,500.00	\$1,500.00	50.0%
Bid Phase	\$500.00	\$0.00	\$250.00	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0.0%
Construction Phase	\$2,500.00	\$0.00	\$1,000.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$3,500.00	0.0%
Subtotal Basic Services	\$6,000.00	\$1,000.00	\$1,250.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services:									
Permitting	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$500.00	\$0.00	\$500.00	\$1,500.00	25.0%
Warranty Phase	\$0.00	\$1,120.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$1,120.00	0.0%
Inspection	\$0.00	\$0.00	\$1,627.00	\$1,627.00	\$0.00	\$0.00	\$0.00	\$1,627.00	0.0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal Additional Services	\$2,000.00	\$1,120.00	\$1,627.00	\$4,747.00	\$500.00	\$0.00	\$500.00	\$4,247.00	10.5%
Summary of Fees:									
Basic Services Fees	\$6,000.00	\$1,000.00	\$1,250.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services Fees	\$2,000.00	\$1,120.00	\$1,627.00	\$4,747.00	\$500.00	\$0.00	\$500.00	\$4,247.00	10.5%
Total of Fees	\$8,000.00	\$2,120.00	\$2,877.00	\$12,997.00	\$1,500.00	\$1,500.00	\$3,000.00	\$9,997.00	23.1%

Notes:
If needed, update this sample form based on the contract requirements.
If applicable, refer to the contract for information on what to include with time and materials (T&M).

EXHIBIT B-1

CONFIDENTIAL RATE SHEET

Rate sheets are confidential pursuant to **section 552.104 of the Texas Government Code** since release of this information would give advantage to a competitor or bidder. In addition, **section 552.110 of the TX Govt. Code** protects third party commercial and financial information if release of the information would cause the third party substantial competitive harm. Final determination of confidentiality will be made by the Texas Attorney General.

DOCUMENTATION OF PROVISIONAL / OVERHEAD RATES: Overhead rate documentation has been provided to the City of Corpus Christi and was utilized in reviewing and approving the loaded hourly rates below.

PRINCIPALS: The Consultant must provide documentation with each payment request that clearly indicates how a Principal's time is allocated and the justification for that allocation.

PRINCIPAL(S):	HOURLY RATE (\$/hr)	TX REGISTRATION #:
Project Consultant:		
CAD Technician:		
Clerical:		
Other – specify:		
SUBCONSULTANT(S):		
(firm)		
Principal(s):		
Project Consultant:		
CAD Technician:		
Clerical		
Other – specify:		

Add additional subconsultants as needed.

EXHIBIT C

Insurance Requirements

1.1 Consultant must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.

1.2 Consultant must furnish to the Director of Engineering Services with the signed agreement a copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim 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 insured.
--	--

1.3 In the event of accidents of any kind related to this agreement, Consultant must furnish the City with copies of all reports of any accidents within 10 days of the accident.

1.4 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. **Consultant is required to provide City with renewal Certificates.**

1.5 In the event of a change in insurance coverage, Consultant shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 business days of said change. Consultant shall pay any costs resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Engineering Services
P.O. Box 9277
Corpus Christi, TX 78469-9277

1.6 **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:**

1.6.1 List the City and its officers, officials, employees and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City with the exception of the professional liability/Errors & Omissions policy;

1.6.2 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;

1.6.3 If the policy is cancelled, other than for nonpayment of premium, notice of such cancellation will be provided at least 30 days in advance of the cancellation effective date to the certificate holder;

1.6.4 If the policy is cancelled for nonpayment of premium, notice of such cancellation will be provided within 10 days of the cancellation effective date to the certificate holder.

1.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of

coverage, Consultant shall notify City of such lapse in coverage and 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.

1.8 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 withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

1.9 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this agreement.

1.10 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 agreement.

1.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.



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: _____

P. O. BOX: _____

STREET ADDRESS: _____ **CITY:** _____ **ZIP:** _____

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)
N/A	
_____	_____
_____	_____
_____	_____

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
N/A	
_____	_____
_____	_____
_____	_____

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
N/A	
_____	_____
_____	_____
_____	_____

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
N/A	
_____	_____
_____	_____
_____	_____

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: _____ **Title:** _____
(Type or Print)

Signature of Certifying Person: _____ **Date:** _____

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.