

**CITY OF CORPUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES**

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director of Engineering Services) and HDR Engineering, Inc., a Texas corporation, 4401 West Gate Boulevard, Suite 400, Austin, Texas 78745, (**Consultant**), hereby agree as follows:

1. SCOPE OF PROJECT

Corpus Christi Water Supply Model Updates (Project No. E15229) – This project is for updating the period of hydrologic record in the Corpus Christi Water Supply Model and using the updated model to re-evaluate system yields considering the new drought. In order to accomplish these objectives, updates to the model code are necessary to accommodate the hydrology update and simulate the Mary Rhodes Pipeline Phase 2 supply from the Colorado River as well as other changes identified by the City of Corpus Christi.

2. SCOPE OF SERVICES

The Consultant hereby agrees to perform services to complete the Project, as detailed in **Exhibit "A"**. In addition, Consultant will provide monthly status updates (project progress or delays presented with monthly invoices) and provide contract administration services, as described in **Exhibit "A"**, to complete the Project. Work will not begin on Additional Services until requested by the Consultant (provide breakdown of costs, schedules), and written authorization is provided by the Director of Engineering Services.

3. ORDER OF SERVICES

The Consultant agrees to begin work on those authorized Basic Services for this contract upon receipt of the Notice to Proceed from the Director of Engineering Services. Work will not begin on any phase or any Additional Services until requested in writing by the Consultant and written authorization is provided by the Director of Engineering Services. The anticipated schedule of the preliminary phase, design phase, bid phase, and construction phase is shown on **Exhibit "A"**. This schedule is not to be inclusive of all additional time that may be required for review by the City staff and may be amended by or with the concurrence of the Director of Engineering Services.

The Director of Engineering Services may direct the 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 of Corpus Christi within three (3) days of notice if tasks requested requires an additional fee.

4. FEE

The City will pay the Consultant a fee as described in Exhibit "A" for providing services authorized, a total fee not to exceed **\$100,000.00**. Monthly invoices will be submitted in accordance with Exhibit "B".

The City's Project Manager from the Operating Department is responsible for assigning tasks to the Consultant and approving their daily/weekly/monthly hours. The Consultant is required to submit a detailed and approved hourly breakdown with their monthly invoice paperwork to the City for payment.

5. INDEMNITY

Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees, or other entity, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control ("Indemnitee") 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 Indemnitee, 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 Indemnitee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee, 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.

6. INSURANCE

6.1 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.

6.2 Consultant must furnish to the Director of Engineering Services with the signed agreement 2 copies 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	\$1,000,000 Combined Single Limit
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim \$2,000,000 Aggregate (Defense costs shall be outside policy limits) 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.
WORKERS' COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employer's Liability	Statutory \$500,000 /\$500,000 /\$500,000

6.3 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.

6.4 Applicable for paid employees, Consultant must obtain workers' compensation

coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Consultant will be promptly met. An All States Endorsement shall be required if Consultant is not domiciled in the State of Texas.

6.5 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.**

6.6 Consultant shall be required to 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: Engineering Services
P.O. Box 9277
Corpus Christi, TX 78469-9277

6.7 **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:**

6.7.1 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 workers' compensation policy and professional liability/Errors & Omissions policy;

6.7.2 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;

6.7.3 Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

6.7.4 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.

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

6.9 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 remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

6.10 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.

6.11 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.

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

7. TERMINATION OF CONTRACT

The City may, at any time, with or without cause, terminate this contract upon seven days written notice to the Consultant at the address of record. In this event, the Consultant will be compensated for its services on all stages authorized based upon Consultant and City's estimate of the proportion of the total services actually completed at the time of termination.

8. LOCAL PARTICIPATION

The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy.

9. ASSIGNABILITY

The Consultant will not assign, transfer or delegate any of its obligations or duties in this contract to any other person without the prior written consent of the City, except for routine duties delegated to personnel of the Consultant staff. If the Consultant is a partnership, then in the event of the termination of the partnership, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the 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.

10. OWNERSHIP OF DOCUMENTS

All documents including contract documents (plans and specifications), record drawings, contractor's field data, and submittal data will be the sole property of the City, may not be used again by the Consultant without the express written consent of the Director of Engineering Services. However, the Consultant may use standard details that are not

specific to this project. The City agrees that any modification of the plans will be evidenced on the plans, and be signed and sealed by a professional engineer prior to re-use of modified plans.

11. STANDARD OF CARE

Services provided by Consultant under this Agreement shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and 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.

12. DISCLOSURE OF INTEREST

Consultant agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract.

13. CERTIFICATE OF INTERESTED PARTIES

Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this contract, if required. For more information, please review the information on the Texas Ethics Commission website at <https://www.ethics.state.tx.us>.

14. CONFLICT OF INTEREST

Consultant agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. 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>.

15. ENTIRE AGREEMENT AND CONTROLLING LAW

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. 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.

16. 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 this Agreement, this Agreement shall take precedence and control to resolve said conflict.

City of Corpus Christi

Corpus Christi Water Supply Model Updates

Scope of Work

November 9, 2015

HDR will perform the professional engineering services described in this Scope of Work. Objectives include updating the period of hydrologic record in the Corpus Christi Water Supply Model (CCWSM) and using the updated model to re-evaluate system yields considering the new drought. In order to accomplish these objectives, updates to the model code are necessary to accommodate the hydrology update and simulate the Mary Rhodes Pipeline Phase 2 supply from the Colorado River as well as other changes identified through discussions with the City of Corpus Christi (CoCC or City).

Background

The ongoing drought in South Texas has likely established a new drought of record necessitating an update of the CCWSM to recalculate yields (firm and safe) of existing sources. The current version of the CCWSM includes major water supply reservoirs in both the Nueces and Lavaca River Basins. The period of record of this version extends through 2003. Under this scope of work, the CCWSM (which simulates system operations of Choke Canyon Reservoir (CCR), Lake Corpus Christi (LCC), Lake Texana, and other supplies) will be modified to include hydrology through 2015. This updated CCWSM will then be used to calculate the new yields of the Corpus Christi water supply system.

HDR developed the CCWSM for the CoCC to simulate operations of the City's water supply system under an Agreed Order issued by the Texas Commission on Environmental Quality (TCEQ). One use of the CCWSM is to determine the yield of the system under a variety of operating scenarios. Currently, the City uses a safe yield operating policy for planning purposes with a storage reserve of 125,000 acft in the CCR/LCC System.

Organization of Scope of Work

As Basic Services, HDR will perform four major tasks associated with updating the CCWSM. These Basic Services tasks are considered essential to accomplish the City's stated objectives. Upon request of the City, HDR will perform Additional Services focused on potential CCWSM enhancements including, but not limited to, those identified herein. Additional services are optional tasks provided for the City's consideration to initiate under this contract if funds are available and the desire to include these components exists. For purposes of this scope of work, the following definitions apply:

- CCWSM – refers to the data files, executables, and associated programming (Fortran and VB.net) that comprise the model.

- Graphical User Interface (GUI) – refers only to the executable and VB.net codes that facilitate user input and output management.
- Computational model – refers to the Fortran-coded executable that reads in data, performs calculations, and creates text-based output from simulating operational scenarios.

Basic Services

Task 1 – Update CCWSM Hydrology: Compile historical hydrologic data including: reservoir levels, water right diversions, effluent discharges, streamflow, precipitation, and evaporation through 2015. HDR will apply standard procedures to estimate missing or unavailable records as needed.

Task 2 – Update Colorado River Supply Options: HDR will update the existing CCWSM to simulate supplies available from the Colorado River via the Mary Rhodes Pipeline Phase 2. This task will include development of an updated monthly time series of water available to Corpus Christi from the Colorado River.

Task 3 – Calculate Corpus Christi Water Supply System Yields: HDR will use the updated CCWSM to calculate new yield estimates for a variety of operating scenarios.

Task 4 – Meetings and Deliverables: HDR will meet with the City, deliver a technical memorandum summarizing the work performed under this scope of work, and provide an updated version of the CCWSM.

Task 5 – Update Graphical User Interface: The existing CCWSM was developed to operate in a Windows XP environment with Microsoft 2007 and older programs. Model functionality is compromised with newer operating systems and programs. HDR will update the GUI model code (VB.net) to run in an updated operating system environment.

Additional Services

Task 6 – Enable Alternative Agreed Order Operations: HDR will update the CCWSM model to facilitate evaluation of potential TCEQ Agreed Order modifications being explored by the Nueces Estuary Advisory Council (NEAC) and Nueces River and Corpus Christi and Baffin Bays Basin and Bay Area Stakeholder Committee (Nueces BBASC).

Task 7 – Update CCWSM Projection Mode: The CCWSM includes a short-term projection mode that forecasts CCR/LCC System storage and reservoir levels up to 36 months in the future given specified demand and starting lake levels. This mode does not include the operation of Lake Texana or other optional supply sources. The computational model code would be updated to include these other supply sources in the short-term projection mode. Some modifications to the GUI code may also be required.

Basic Services

Task 1. Update CCWSM Hydrology

Task 1.1 Compile available data necessary to update the hydrologic record in the CCWSM
HDR will obtain, compile, and organize the hydrologic data necessary to update the model. This data includes reported water use, lake levels, streamflows, return flows, evaporation, and precipitation. This data will be obtained from a variety of sources and some data may be requested from the City.

Task 1.2 Develop new naturalized flow and evaporation sets

The data obtained in Task 1.1 will be used to develop new naturalized flows for all 10 control points in the CCWSM. Net evaporation sets for all four reservoir control points in the CCWSM will also be updated. Data in the model is anticipated to be updated for the January 2004 through December 2015 period. If all necessary data are not available through the end of 2015, HDR will use standard procedures to estimate any missing records to complete the data sets through 2015. The methodologies used for this task will be the same as those used for the previous update of the hydrologic record through 2003.¹ This update will focus only the primary control points, streamflow gages or reservoir locations, in the CCWSM.

Task 1.3 Update the reservoir elevation – area – capacity relationships in the model

HDR will use the any recent TWDB bathymetric surveys of the City's reservoirs to develop new elevation – area – capacity relationships (EACs) for 2020, 2030, 2060, and 2070 sediment accumulation conditions. The EACs for Lake Corpus Christi, Choke Canyon Reservoir and Lake Texana are anticipated to be updated for these decades.

Task 1.4 Update unengaged runoff estimates

HDR will obtain updated unengaged runoff estimates from the Texas Water Development Board² for the three areas of unengaged runoff contained in the hydrology data for the model. This data may already be available through 2014 and could potentially be updated by the TWDB for 2015 if provided updated precipitation estimates. In the event the data are not available from TWDB, HDR will use the TXRR (Texas Rainfall Runoff) Model to estimate unengaged runoff tributary to the Nueces Estuary for the 2004-2015 historical period. Available measured precipitation data will be used as the input to this model and runoff in acft per month will be the output.

Task 1.5 Develop instruction guide for updating hydrology information

HDR will develop an appendix to the technical memorandum in Task 4 that provides guidance on how to update the hydrology data in the model. The document will provide general instruction for how to update the model hydrology for all control points and evaporation data sets. It will

¹ HDR Engineering, Inc., "Updates and Enhancements to Lower Nueces River Basin Bay and Estuary Model and Corpus Christi Water Supply Model," City of Corpus Christi, January 2006.

²http://www.twdb.texas.gov/surfacewater/bays/major_estuaries/nueces/doc/TWDB_Hydrology_Nueces_20110725.pdf and (http://midgewater.twdb.texas.gov/bays_estuaries/hydrology/summary/nuecessum.txt). TWDB may have recently run unengaged estimates through 2014.

also include some specific notes on certain control points that utilize specific procedures or that differ in some way compared to the others in the model. The document will include data source used, methods and processes, and required format for inclusion of the data in the CCWSM. This task does not include providing engineering tools used to develop the hydrology contained in the model.

Task 2. Update the Colorado River Supply Simulation Options

Task 2.1 Update the model for Colorado River supply simulations

HDR will update the CCWSM with a new availability time series for the Colorado River supply. This availability will be based on the updated TCEQ WAM.

Task 3. Calculate Corpus Christi Water Supply System Yields

Task 3.1 Calculate new yields of the Corpus Christi Water Supply System

Using the updated CCWSM, HDR will perform a series of runs to calculate new system yields for up to 5 different scenarios. Scenarios will be identified in consultation with the City, but are expected to include firm and safe yield, reservoir sediment accumulation, use of alternative supplies being considered, and other options. These model runs will include the following fundamental assumptions:

- Use of the 2001 Agreed Order monthly targets and pattern,
- Full use of the Lake Texana system (41,840 acft/yr firm plus 12,000 acft/yr interruptible),
- Lake Corpus Christi Target Stabilization Level = 74 ft-msl,
- 5.35 MGD municipal & industrial effluent returned to Nueces Bay, and
- 52% return flow factor applied to all CoCC demands with discharges to the Nueces Estuary.

Task 4. Meetings and Deliverables

Task 4.1 Meetings to Present Initial & Final Results

Prepare for and participate in one meeting involving CoCC staff, to present a summary of the analyses performed, results obtained, updated model demonstration, and any recommendations for further study.

Task 4.2 Prepare a Draft Technical Memorandum and Presentation

Prepare a draft Technical Memorandum and/or electronic presentation summarizing analyses performed, results obtained, and recommendations for further study. City staff will review these deliverables and provide comments to HDR.

Task 4.3 Prepare and Submit Final Technical Memorandum and Presentation

Prepare and submit a final Technical Memorandum and/or electronic presentation to the City staff addressing comments on the drafts.

Task 5. Update the Graphical User Interface for the CCWSM

Task 5.1 Update the Graphical User Interface (GUI)

HDR will update the operating code that drives the GUI portion of the CCWSM to execute in the current Windows 7 and Office 2013 operating environment.

Project Schedule

The following are estimated time requirements for completion of the Basic Services tasks from date of notice to proceed. All work is anticipated to be completed in 2016.

Task	Basic Services Task Description	Time for Completion (from Notice to Proceed)
1	Update CCWSM Hydrology	NTP + 16 weeks
2	Update Colorado River Supply Options	NTP + 16 Weeks
3	Calculate System Yields	NTP + 18 Weeks
4	Meetings and Deliverables	NTP + 28 Weeks
5	Update CCWSM GUI	NTP + 28 Weeks
	Anticipated Total Time to Complete Tasks 1 – 4	~28 weeks

Fee Estimate

The following table summarizes the fee for Basic Services in the above scope of work.

TASK BUDGET

TASK	DESCRIPTION	AMOUNT
1	Update CCWSM Hydrology	\$62,000
2	Update Colorado River Supply Options	\$3,500
3	Calculate System Yields	\$4,500
4	Meetings and Deliverables	\$10,000
5	Update CCWSM GUI	\$20,000
Total		\$100,000

Additional Services

Upon request of the City, HDR will perform Additional Services focused on CCWSM enhancements including, but not limited to, those identified herein. Additional services are optional tasks provided for the City's consideration to initiate under this contract if funds are available and the desire to include these components exists. Fee estimates for Additional Services below are approximate and may be refined in consultation with the City.

Task 6. Enable Alternative Agreed Order Operations (\$25,000)

Task 6.1 Evaluate options for updating the Agreed Order simulation routines in the CCWSM

HDR will coordinate with the City and discuss options for updating the Agreed Order simulation routines in the CCWSM.

Task 6.2 Update the CCWSM for additional Agreed Order operations

HDR will update the CCWSM based on the findings of Task 6.1. This task would include evaluation of up to 5 different alternative Agreed Order scenarios and the potential impacts to system yield and Nueces Bay inflow.

Task 7. Update the functionality of the projection mode of the model (\$25,000)

Task 7.1 Update projection mode in the CCWSM

HDR will update the CCWSM projection mode for increased functionality. This update could include the operation of Lake Texana, MRP Phase II, and/or other optional supply sources as part of the projection mode.

Task 8. Include Aquifer Storage and Recovery (ASR) operations (\$30,000)

Task 8.1 Update CCWSM for advanced ASR simulation options

HDR will update the CCWSM to include options for simulation of a conceptual ASR system. The update will include triggers for storing and recovering water and other options as identified by the City and HDR.

EXHIBIT B
SAMPLE PAYMENT REQUEST FORM

Sample form for
Payment Request
Revised 07/27/00

COMPLETE PROJECT NAME
Project No. XXXX
Invoice No. 12345
Invoice Date:

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
Basic Services:								
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	750	0	0	0	0%
Construction Phase	2,500	0	1,000	3,500	0	0	0	0%
Subtotal Basic Services	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services:								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
Summary of Fees								
Basic Services Fees	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
Total of Fees	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%



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: HDR Engineering, Inc.

P. O. BOX:

STREET ADDRESS: 4401 West Gate Boulevard, Suite 400 CITY: Austin ZIP: 78745

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>NA</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>NA</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>NA</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>NA</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: Kelly J. Kaatz, P.E. **Title:** Senior Vice President
(Type or Print)

Signature of Certifying Person:



Date: 12/18/15

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.