

**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 **Freese and Nichols, Inc.**, a Texas corporation, 800 North Shoreline Boulevard, Suite 1600N, Corpus Christi, Nueces County, Texas 78401, (**Architect/Engineer – A/E**), hereby agree as follows:

**1. SCOPE OF PROJECT**

**Ocean Drive from Buford Street to Louisiana Avenue (Project No. E12093) BOND ISSUE 2012** – The section of Ocean Drive bound between Buford Street and Louisiana Avenue is currently a six-lane divided roadway. Bond 2012 scoping and estimating efforts identified this project as including full-depth pavement repair for this portion of Ocean Drive, as well as implementing a road diet concept that would reduce the existing 6-lane roadway to a 4-lane roadway with a divided median and bike lanes in both the northbound and southbound directions, as prescribed by the Integrated Community Sustainability Plan (ICSP).

Other street improvements will include traffic signalization improvements at (3) intersections, storm water improvements, new curb and gutter and new sidewalks and other ADA improvements such as curb ramps throughout the project corridor, pavement markings and signage, street lighting (by AEP), as well as side-slope stability repairs to the adjacent roadway shoulder.

**2. SCOPE OF SERVICES**

The A/E hereby agrees, at its own expense, to perform professional services necessary to review and prepare plans, specifications, and bid and contract documents. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) and provide contract administration services, as described in **Exhibit “A” and “A-1”**, to complete the Project. Work will not begin on Additional Services until requested by the A/E (provide breakdown of costs, schedules), **and** written authorization is provided by the Director of Engineering Services.

A/E services will be "Services for Construction Projects"- (Basic Services for Construction Projects") which are shown and are in accordance with "Professional Engineering Services-A Guide to the Selection and Negotiation Process, 1993" a joint publication of the Consulting Engineer's Council of Texas and Texas Society of Professional Engineers. For purposes of this contract, certain services listed in this publication as Additional Services will be considered as Basic Services.

### 3. ORDER OF SERVICES

The A/E 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 A/E 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 A/E 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. A/E shall notify the City of Corpus Christi within three (3) days of notice if tasks requested requires an additional fee.

### 4. INDEMNITY AND INSURANCE

A/E agrees to the mandatory contract indemnification and insurance requirements as set forth in **Exhibit "B"**.

### 5. FEE

The City will pay the A/E a fee, as described in **Exhibit "A"**, for providing services authorized, a total fee not to exceed **\$855,969.00, (Eight Hundred Fifty Five Thousand Nine Hundred Sixty Nine Dollars and zero Cents)**. Monthly invoices will be submitted in accordance with **Exhibit "C"**.

### 6. TERMINATION OF CONTRACT

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

### 7. 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. The A/E agrees that at least 75% of the work described herein will be performed by a labor force residing within the Corpus Christi Metropolitan Statistical Area (MSA). Additionally, no more than 25% of the work described herein will be performed by a labor force residing outside the Corpus Christi Metropolitan Statistical Area (MSA.)

8. ASSIGNABILITY

The A/E 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 A/E staff. If the A/E 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 A/E fee may be assigned in advance of receipt by the A/E 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.

9. 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 A/E without the express written consent of the Director of Engineering Services. However, the A/E 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.

10. DISCLOSURE OF INTEREST

A/E further agrees, in compliance with City of Corpus Christi Ordinance No. 17112, to complete, as part of this contract, the *Disclosure of Interests* form.

CITY OF CORPUS CHRISTI

\_\_\_\_\_  
Oscar R. Martinez, Date  
Assistant City Manager

RECOMMENDED

Dese 12/19/12  
Daniel Biles, P. E., Date  
Director of Engineering Services

FREESE AND NICHOLS, INC.

R. Guzman 12.19.12  
Ron Guzman, P. E., Date  
Principal/Vice President  
800 North Shoreline Boulevard  
Suite 1600N  
Corpus Christi, TX 78401  
(361) 561-6500 Office  
(361) 561-6501 Fax

APPROVED AS TO FORM

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

**ATTEST**

\_\_\_\_\_  
Armando Chapa, City Secretary

**Ocean Drive from Buford Street to Louisiana Avenue (Project No. E12093)**

Department	Fund Source No.	Amount
Street	550950-3549-00000-E12093	\$481,910.55
Wastewater	550950-4251-00000-E12093	63,341.71
Storm Water	550950-3496-00000-E12093	243,095.20
Water	550950-4092-00000-E12093	62,485.74
Gas	550950-4556-00000-E12093	5,135.80
Total		\$855,969.00

Encumbrance No. \_\_\_\_\_

DEC 18 2012

VP

**EXHIBIT "A"**  
**CITY OF CORPUS CHRISTI, TEXAS**

**Ocean Drive – Buford Street to Louisiana Avenue**  
**(City Project No. E12093)**  
**BOND ISSUE 2012**

**I. SCOPE OF SERVICES**

**A. BASIC SERVICES**

For the purpose of this contract, Preliminary Phase may include Schematic Design and Design Phase services may include Design Development as applicable to Architectural services.

1. **Preliminary Phase.** The Architect/Engineer-A/E (also referred to as Consultant) will:
  - a) Prepare PowerPoint presentation in City format for City Council Meeting.
  - b) Hold Project Kick-off Meeting. Prepare meeting agenda and distribute meeting minutes to attendees within five working days of the meeting.
  - c) Provide scope of geotechnical testing requirements to the City's Geotechnical Consultant.
  - d) Review available reports, record drawings, utility maps and other information provided by the City pertaining to the project area.
  - e) Develop preliminary requirements for utility relocations replacements or upgrades. Coordinate with the City's Project Manager and identify operating departments potential project needs.
  - f) Develop preliminary street cross section to incorporate the Geotechnical Consultant's recommendations. Prepare conceptual life-cycle cost analysis with recommended pavement sections using FHWA Life Cycle Cost Analysis of Pavements software.
  - g) Identify right-of-way acquisition requirements and illustrate on a schematic strip map.
  - h) Prepare preliminary opinions of probable construction costs for the recommended improvements.
  - i) Develop drainage area boundary map for existing and proposed drainage areas served.
  - j) Conduct the hydraulic analysis to quantify the storm sewer design of existing and proposed systems. Include the analysis of inlet capacity.
  - k) Identify electric and communication utility companies and private pipeline companies that may have existing facilities and must relocated to accommodate the proposed improvements.
  - l) Coordinate with AEP and City Traffic Engineering to identify location of electrical power conduit for street lighting and traffic signalization.
  - m) Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; upon request or concurrence of the Project Manager, meet and coordinate with agencies such as RTA, USPS, Corpus Christi Independent School District community groups, and TDLR.
  - n) Identify and recommend public outreach and community stakeholder requirements.
  - o) Prepare an Engineering Letter Report (20 – 25 page main-body text document with supporting appendices) that documents the analyses, approach, opinions of probable construction costs, and document the work with text, tables, schematic-level exhibits and computer models or other applicable supporting documents

required per City Plan Preparation Standards Contract Format (CPPSCF). Engineering Letter Report to include:

1. Provide a concise presentation of pertinent factors, sketches, designs, cross-sections, and parameters which will or may impact the design, including engineering design basis, preliminary layout sketches, construction sequencing, alignment, cross section, geotechnical testing report, right-of-way requirements, conformance to master plans, identification of needed additional services, identification of needed permits and environmental consideration, existing and proposed utilities, identification of quality and quantity of materials of construction, and other factors required for a professional design.
2. Include existing site photos.
3. Provide opinion of probable construction costs.
4. Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; meet and coordinate with agencies such as RTA, USPS, CCISD, community groups, TDLR.
5. Provide an analysis on project impacts towards "re-engineering" and effects on cost savings toward City operations, which this project will affect.
6. Provide anticipated index of drawings and specifications.
- p) Submit one (1) copy in an approved electronic format, and one (1) paper copy of the Draft Engineering Letter Report.
- q) Hold Project review meeting with City staff to review and receive City comments on the Draft Engineering Letter Report.
- r) Assimilate all review comments of the **Draft Engineering Letter Report** and provide one (1) **Final Engineering Letter Report (ELR)** (electronic and hard copies using City Standards as applicable) suitable for reproduction.
- s) Assist City in presenting summary of ELR findings to City-appointed capital project oversight committee having responsible charge of vetting preliminary project design components prior to proceeding to project design phase. Prepare Powerpoint presentation, handouts and exhibits for meeting. Provide follow-up and response to comments.

City staff will provide one set only of the following information (as applicable):

- a) Record drawings, record information of existing facilities, and utilities (as available from City Engineering files).
- b) The preliminary budget, specifying the funds available for construction.
- c) A copy of existing studies and plans. (as available from City Engineering files).
- d) Field location of existing city utilities. (A/E to coordinate with City Operating Department.
- e) Applicable Master Plans and GIS mapping are available on the City's website.
- f) Provide bench marks and coordinates.
- g) Provide all required data for FHWA Life Cycle Analysis

**The records provided for A/E's use under this contract are proprietary, copyrighted, and authorized for use only by A/E, and *only* for the intended purpose of this project. Any unauthorized use or distribution of the records provided under this contract is strictly prohibited.**

2. **Design Phase.** Upon approval of the preliminary phase, designated by receiving authorization to proceed, the A/E will:

- a) Provide coordination with electric and communication utility companies and private pipeline companies that may have existing facilities and must be relocated to accommodate the proposed improvements.
- b) Provide assistance to identify testing, handling and disposal of any hazardous materials and/or contaminated soils that may be discovered during construction (to be included under additional services).
- c) Prepare construction documents in City standard format for the work identified in the approved ELR. Construction plans to include improvements or modifications to the storm water, water and wastewater systems within the project limits. Include standard City of Corpus Christi detail sheets as appropriate.
- d) Prepare construction plans in compliance with CPPSCF using English units on 22"x 34" plan sheets that can be reduced to 11"x 17".
  - 1. Prepare Traffic Control and Construction Sequencing Plans. The TCP will include construction sequencing, typical cross section and construction phasing plan sheets, warning and barricades, as well as standards sheets for barricades, traffic control plan, work zone pavement markings and signage.
  - 2. Provide Storm Water Pollution Prevention Plan, including construction drawings.
- e) Furnish one (1) set of the **interim plans** (60% submittal - electronic and full-size hard copies using City Standards as applicable) to the City staff for review and approval purposes with estimates of probable construction costs. Identify distribution list for plans and bid documents to all affected franchise utilities.
  - 1. **Required** with the interim plans is a "Plan Executive Summary" which will identify and summarize the project by distinguishing key elements and opinion of probable project costs.
- f) Hold Project 60% review meeting. Prepare meeting agenda and distribute meeting meetings to attendees within five working days of the meeting. Assimilate all review comments, as appropriate and, upon Notice to Proceed.
- g) Provide one (1) set of the final (100%) plans (unsealed and unstamped - electronic and full-size hard copies using City Standards as applicable) for City's final review.
- h) Assimilate all final review comments Upon approval by the Director of Engineering Services, provide one (1) set of the **final plans and contract documents** (electronic and full-size hard copies using City Standards as applicable) suitable for reproduction. Said bid documents henceforth become the shared intellectual property of the City of Corpus Christi and the Consultant. The City agrees that any modifications of the submitted final plans (for other uses by the City) will be evidenced on the plans and be signed and sealed by a professional engineer prior to re-use of modified plans.
- i) Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that submittal of the interim, pre-final (if required), and final complete plans and complete bid documents with specifications accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City. Additional revisions or design submittals are required (and within the scope of Consultant's duties under this contract) if, in the opinion of the City Engineer or designee, Consultant has not adequately addressed City-provided review comments or provided submittals in accordance with City standards..
- j) Prepare and submit monthly status reports to the Project Manager no later than the last Wednesday of each month with action items developed from monthly progress and review meetings.

- k) Provide copy of contract documents along with appropriate fee to Texas Department of Licensing and Regulation (TDLR) for review and approval of accessibility requirements for pedestrian improvements (as authorized by Additional Services).

The City staff will:

- a) Designate an individual to have responsibility, authority, and control for coordinating activities for the construction contract awarded.
- b) Provide the budget for the Project specifying the funds available for the construction contract.
- c) Provide the City's standard specifications, standard detail sheets, standard and special provisions, and forms for required bid documents.

3. **Bid Phase.** The A/E will:

- a) Participate in the pre-bid conference and provide a meeting agenda for critical construction activities and elements impacted the project.
- b) Assist the City in solicitation of bids by identification of prospective bidders, and review of bids by solicited interests.
- c) Review all pre-bid questions and submissions concerning the bid documents and prepare, in the City's format, for the Engineering Services' approval, any addenda or other revisions necessary to inform contractors of approved changes prior to bidding.
- d) Attend bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendation concerning award of the contract.
- e) In the event the lowest responsible bidder's bid exceeds the project budget as revised by the Engineering Services in accordance with the A/E's design phase estimate required above, the Engineer will, at its expense, confer with City staff and make such revisions to the bid documents as the City staff deems necessary to re-advertise that particular portion of the Project for bids.
- f) Prepare PowerPoint presentation in City format for City Council Meeting.

The City staff will:

- a) Arrange and pay for printing of all documents and addenda to be distributed to prospective bidders.
- b) Advertise the Project for bidding, maintain the list of prospective bidders, receive and process deposits for all bid documents, issue (with the assistance of the A/E) any addenda, prepare and supply bid tabulation forms, and conduct bid opening.
- c) Receive the Engineer's recommendation concerning bid evaluation and recommendation and prepare agenda materials for the City Council concerning bid awards.
- d) Prepare, review and provide copies of the contract for execution between the City and the contractor.

4. **Construction Administration Phase.** The A/E will perform contract administration to include the following:

- a) Participate in pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements impacted the project.
- b) Review, Contractor submittals and operating and maintenance manuals for conformance to contract documents.
- c) Review and interpret field and laboratory tests.



- d) Provide interpretations and clarifications of the contract documents for the contractor and authorize required changes, which do not affect the contractor's price and are not contrary to the general interest of the City under the contract.
- e) Make regular visits (6 hours/month – 20 month duration) to the site of the Project to confer with the City project inspector and contractor to observe the general progress and quality of work, and to determine, in general, if the work is being done in accordance with the contract documents. This will not be confused with the project representative observation or continuous monitoring of the progress of construction.
- f) Prepare change orders as authorized by the City; provide interpretations and clarifications of the plans and specifications for the contractor and authorize minor changes which do not affect the contractor's price and are not contrary to the general interest of the City under the contract.
- g) Attend final inspection with City staff and provide the City with a Certificate of Completion for the project upon successful completion of the project.
- h) Review Contractor-provided construction "red-line" drawings. Prepare Project record drawings and provide a reproducible set and electronic file (AutoCAD r.14 or later) within two (2) months of final acceptance of the project. All drawings shall be CADD drawn using dwg format in AutoCAD, and graphics data will be in dxf format with each layer being provided in a separate file. Attribute data will be provided in ASCII format in tabular form. All electronic data will be compatible with the City GIS system.

The City staff will:

- a) Prepare applications/estimates for payments to contractor.
- b) Conduct the final acceptance inspection with the Engineer.

## B. ADDITIONAL SERVICES

This section defines the scope of additional services that may only be included as part of this contract if authorized by the Director of Engineering Services. A/E may not begin work on any services under this section without specific written authorization by the Director of Engineering Services. Fees for Additional Services are an allowance for potential services to be provided and will be **negotiated** by the Director of Engineering Services as required. The A/E shall, with written authorization by the Director of Engineering Services, perform the following:

1. **Permit Preparation.** Furnish the City all engineering data and documentation necessary for all required permits. The A/E will prepare this documentation for all required signatures. The A/E will prepare and submit identified permits as **applicable** to the appropriate local, state, and federal authorities, including:
  - a. NPDES Permit/Amendments (including SSC, NOI NOT)
  - b. Texas Commission of Environmental Quality (TCEQ) Permits/Amendments
  - c. Texas Department of Licensing and Regulation (TDLR)
2. **Right-of-Way (ROW) Acquisition Survey. (NOT AUTHORIZED)** All work must comply with Category 1-A, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. All work must be tied to and in conformance with the City's Global Positioning System (GPS) control network. All work must comply with all TxDOT requirements as applicable.

- a) Perform surveys to determine apparent right-of-way widths.
  - b) Research plats, ROW maps, deed, easements, and survey for fence corners, monuments, and iron pins within the existing ROW and analyze to establish existing apparent ROW. A/E must obtain Preliminary Title Reports from a local title company and provide copies of the title reports to the City. Preliminary Title Report shall identify title ownership and any title encumbrances to all right-of-way to be acquired.
  - c) Provide a preliminary base map containing apparent ROW, which will be used by the A/E to develop the proposed alignment and its position relative to the existing and proposed ROW. This preliminary base map must show lot or property lines, land ownership and addresses as per appraisal district records.
3. **Topographic Survey.** All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 6, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. Include reference to a minimum of two (2) found boundary monuments from the project area.
- a) Establish Horizontal and Vertical Control.
  - b) Establish both primary and secondary horizontal/vertical control.
  - c) Set project control points for Horizontal and Vertical Control outside the limits of project construction disturbance.
  - d) Horizontal control will be based on NAD 83 State plane coordinates (South Zone), and the data will have no adjustment factor applied – i.e. – the coordinate data will remain in grid.
  - e) Vertical control will be based on NAVD 88.
  - f) All control work will be established using conventional (non-GPS) methods. Perform topographic surveys to gather existing condition information.
  - g) Locate proposed soil/pavement core holes as drilled by the City's Geotechnical Engineering Consultant.
  - h) Obtain x, y, and z coordinates of all accessible existing sanitary sewer, storm sewer, water and gas lines as well as any other lines owned by third-parties and locate all visible utilities, wells and signs within the apparent ROW width along project limits. No utility connections will be shown. Surveying services, related to subsurface utility engineering (SUE) shall be provided as part of the scope of work for SUE.
  - i) Locate improvements within the apparent ROW.
  - j) Locate and identify trees, at least five inches in diameter within the apparent ROW.
  - k) Generate electronic planimetric base map for use in project design.
4. **Environmental Issues.(NOT AUTHORIZED)** Identify and develop a scope of work for any testing, handling and disposal of hazardous materials and/or contaminated soils that may be discovered during construction.
5. **Public Involvement.** Participate in two public meetings. One public meeting shall be held after submittal of the Final Engineering Letter Report and one public meeting shall be held prior to start of project construction. Prepare notices, PowerPoint presentations, handouts and exhibits for meetings. Provide follow-up and response to citizen comments. Revise contract drawings to address citizen comments, as directed by the City. Prepare notices, handouts and exhibits for public information meetings. Also, included in the Public Involvement process is the support of Project Development/Coordination meetings during

construction, development of database of stakeholders, establishment/update of Facebook and Twitter accounts and one on one stakeholder meetings. Also included in the Public Involvement process is the support of Project Development/Coordination meetings during construction, development of database of stakeholders, establishment and update of Facebook and Twitter accounts and one on one stakeholder meetings.

6. **Subsurface Utility Investigation**

- a) Provide subsurface utility engineering in accordance with ASCE Standard "ASCE C-I, 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" including, but not limited to, hydro-excavation. The proposed subsurface utility investigation will be as follows:
  - i) Excavation – The survey scope includes working with a subsurface utility excavator to perform Quality Level A investigation of underground utilities in specified areas through the project limit. (Quality Level A involves the use of nondestructive digging equipment at critical points to determine the horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics.) Utilities located at this quality level will be physically located and tied to the topographic survey control. The utility will be identified and an elevation will be obtained to the top of the utility.
  - ii) Utility Location – The survey scope includes locating certain utilities to Quality Level B. Level B is obtained through the application of appropriate surface geophysical methods to determine the approximate position of subsurface utilities (i.e. metal detection). These utilities will be located by obtaining a One-Call Notice and measuring the marked locations.
  - iii) Storm Water – Storm water facilities within the project limits will be located to Quality Level C. Locations will be based on the surveyed locations of accessible storm water manholes and drainage inlets.
  - iv) Wastewater – Wastewater facilities within the project limits will be located to Quality Level C. Locations will be based on the surveyed locations of accessible wastewater manholes. Wastewater lines that are not to be replaced as part of this project and that fall within the footprint of construction-related excavation shall be located at Quality Level A.
  - v) Water – Water facilities within the project limits will be located to Quality Level C.
  - vi) Gas – Gas facilities within the project limits will be located to Quality Level C by the A/E. The City of Corpus Christi Gas Department will provide Quality Level A. The A/E will coordinate this activity.
- b) Inform local franchises whose utilities fall within the footprint of construction-related excavation of the potential for encountering their utility lines during construction.
- c) The City will provide a designated disposal site for the hydro tailings (slurry from the holes excavated).

7. **Construction Observation Services. (NOT AUTHORIZED)** To Be Determined

8. **Slope Stability Design.** FNI will review the slope stability study done previously along with the associated soil reports. FNI will design a permanent solution to the instability that will ensure that the improvements to Ocean Drive will be protected from further movement. Depending on the option selected by the City, property acquisition may be required. Two of the stabilization options will include a retaining wall, while the third option involves slope flattening. FNI's scope includes all engineering effort to design

these improvements and create construction drawings, contract documents (specifications), and an opinion of probable construction cost.

9. **Warranty Phase.** Provide a maintenance guaranty inspection toward the end of the one-year period after acceptance of the Project. Note defects requiring contractor action to maintain, repair, fix, restore, patch, or replace improvement under the maintenance guaranty terms of the contract. Document the condition and prepare a report for the City staff of the locations and conditions requiring action, with its recommendation for the method or action to best correct defective conditions and submit to City Staff. Complete the inspection and prepare the report no later than sixty (60) days prior to the end of the maintenance guaranty period.
  
10. **Signalization Improvements.** Prepare signalization plans, specifications and estimate for the traffic signal and pedestrian signal improvements at:
  - a) Buford/Ocean intersection – 4 signals
  - b) Morgan/Ocean intersection – 3 signals
  - c) Elizabeth/Ocean intersection – 4 signals
  - d) Ayers/Ocean intersection – 3 signals
 Conduct site visits at four locations. Develop design elements using City of Corpus Christi design criteria in TxDOT format and standards.
  
11. **Landscape/Irrigation.** Prepare landscape and irrigation plans, specifications and estimate from the proposed revised median improvements of Ocean Drive bound between Buford Street and Louisiana Avenue.

Landscaping improvements will include mow strips and block sodding. Irrigation and landscape improvements will be designed in accordance with City of Corpus Christi criteria and standards.

Provide the services above authorized in addition to those items shown on Exhibit "A-1" Task List, which provides supplemental description to Exhibit "A". Note: The Exhibit "A-1" Task List does not supersede Exhibit "A".

**II. SCHEDULE**

Date	Activity
Tuesday, January 15, 2013	NTP
Friday, April 19, 2013	Draft ELR submittal
Friday, May 3, 2013	City ELR Review
Friday, May 10, 2013	Final ELR submittal
Friday, October 4, 2013	60% Design Submittal
Friday, October 25, 2013	City Review
Friday, February 14, 2014	100% Final Submittal
Sunday, April 6, 2014	Advertise for Bids
Tuesday, April 8, 2014	Pre-Bid Conference
Wednesday, April 16, 2014	Receive Bids
Tuesday, May 20, 2014	Contract Award
July 2014	Begin Construction
April 2016	Complete Construction

**III. FEES**

- A. Fee for Basic Services.** The City will pay the A/E a fixed fee for providing for all "Basic Services" authorized as per the table below. The fees for Basic Services will not exceed those identified and will be full and total compensation for all services outlined in Section I.A.1-4 above, and for all expenses incurred in performing these services. **The fee for this project is subject to the availability of funds. The Engineer may be directed to suspend work pending receipt and appropriation of funds.** For services provided in Section I.A.1-4, A/E will submit monthly statements for basic services rendered. In Section I.A.1-3, the statement will be based upon A/E's estimate (and with City's concurrence) of the proportion of the total services actually completed at the time of billing. For services provided in Section I.A.4, the statement will be based upon the percent of completion of the construction contract. City will make prompt monthly payments in response to A/E's monthly statements.
- B. Fee for Additional Services.** For services authorized by the Director of Engineering Services under Section I.B. "Additional Services," the City will pay the A/E a not-to-exceed fee as per the table below:

**Summary of Fees**

<b>Basic Services Fees</b>	
1. Preliminary Phase	\$64,976.00
2. Design Phase	358,031.00
3. Bid Phase	12,417.00
4. Construction Administration Phase	60,725.00
<b>Subtotal Basic Services Fees</b>	<b>\$496,149.00</b>
<b>Additional Services Fees (Allowance)</b>	
1. Permit Preparation (AUTHORIZED)	\$24,982.00
2. ROW Acquisition Survey (NOT AUTHORIZED)	To Be Determined
3. Topographic Survey (AUTHORIZED)	62,794.00
4. Environmental Issues (NOT AUTHORIZED)	To Be Determined
5. Public Involvement (AUTHORIZED)	76,623.00
6. Subsurface Utility Investigation (AUTHORIZED)	69,378.00
7. Construction Observation Services (NOT AUTHORIZED)	To Be Determined
8. Slope Stability Design (AUTHORIZED)	36,945.00
9. Warranty Phase (AUTHORIZED)	5,490.00
10. Signalization Improvements (Four Intersections)	68,294.00
11. Landscape/Irrigation (AUTHORIZED)	15,314.00
<b>Sub-Total Additional Services Fees Authorized</b>	<b>\$359,820.00</b>
<b>Total Authorized Fee</b>	<b>\$855,969.00</b>

## EXHIBIT "A-1" TASK LIST

(Provides supplemental description to Exhibit "A". Exhibit "A-1" Task List does not supersede Exhibit "A.")

**CITY OF CORPUS CHRISTI, TEXAS  
OCEAN DRIVE  
FROM BUFORD STREET TO LOUISIANA AVENUE  
(Project No. E12093)  
BOND ISSUE 2012**

### Basic Services:

- 1) Project limits are Ocean Drive from Buford Street to Louisiana Avenue involving full depth pavement repair, storm water, water and wastewater improvements.
- 2) Perform field investigation surveys (as authorized by Additional Services) as required to define specific areas of demolition and new work along with the applicable parameters required to complete the design memorandum and construction drawings.
- 3) Contact Texas One-Call system to locate existing City utilities in the field, and coordinate with appropriate City operating department.
- 4) Attend and participate in project kickoff and planning meeting with City staff to discuss planning and conceptual design.
- 5) Review available reports, record drawings, utility maps and other information provided by the City pertaining to the project area.
- 6) Prepare one (1) hard copy and one (1) electronic copy of the Engineering Letter Report (pre-final and final submissions) including data collected, preliminary drainage calculations, roadway alignment, additional road requirements (if any) and conceptual cost estimates for the anticipated improvements and make recommendation to the City staff.
- 7) Review with City staff, revise and furnish one (1) hard copy and one (1) electronic copy of the final design memorandum. Obtain approval to proceed to Design Phase.
- 8) Participate with staff at two (2) public information meeting (as authorized by Additional Services). Prepare exhibits as required to illustrate scope of proposed improvements.
- 9) Prepare hydraulic analysis based on 5, 25, and 100-year design storm return frequency runoff coefficients, time of concentration, rainfall intensity and drainage areas utilizing WinStorm software. Hydraulic gradient and associated data will be reflected in the construction drawings.

**AMEND. NO. 1  
EXHIBIT "A-1"  
Page 1 of 7  
Revised April 2010**

10) Develop construction drawings in English units in 22" x 34" sheets, to include the following (as required for this project):

- Title Sheet/ Vicinity Map
- Project Location Map
- General Notes and Testing Schedule
- Estimated Quantities Summary
- Demolition/ Removal Summary
- Existing Utility Basemaps (Water, Wastewater, Storm Water and Gas)
- Existing Roadway Sections
- Proposed Street Sections
- Drainage Area Map
- Roadway Baseline Alignment
- Street and Storm Water Plan & Profiles
- Street Details
- Storm Water Details
- Storm Water Laterals
- Curb Ramp Details
- Fencing Plan and Details
- Curb & Gutter and Sidewalk Details
- Driveway Details
- Waterline & Wastewater Plan & Profiles
- Waterline Adjustments
- Waterline Tie-in Sections
- Waterline Details
- Pavement Marking and Signage Plan
- Pavement Marking Details
- Street Lighting Plan (Conduit Only)
- General Traffic Control Notes and Construction Sequencing
- Traffic Control Plan
- Traffic Control Sections
- Traffic Signalization Plans
- Traffic Control Miscellaneous Details
- Storm Water Pollution Prevention Plan (SWPPP)
- Storm Water Pollution Prevention Plan (SWPPP) Outfall Plan
- Storm Water Pollution Prevention Details
- Landscape Irrigation Plans
- Miscellaneous Details
- Barricade and Construction Standards

<p><b>AMEND. NO. 1</b> <b>EXHIBIT "A-1"</b> Page 2 of 7 Revised April 2010</p>
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- 11) Prepare opinion of probable construction costs including contingency amounts.
- 12) Prepare Special Provisions, Specifications and Forms of Contracts and Bonds to include:
  - Title Page
  - Table of Contents
  - Notice to Bidders
  - Notice to Contractors--A
  - Notice to Contractors--B
  - Part A-- Special Provisions
  - Part B-- General Provisions
  - Part C-- Federal Wage Rates and Requirements
  - Part S-- Standard Specifications
  - Part T-- Technical Specifications (if required)
  - List of Drawings
  - Geotechnical Report (by others)
  - Notice
  - Agreement
  - Proposal/Disclosure Statement
  - Performance Bond
  - Payment Bond
- 13) Provide Quality Control/Quality Assurance (QC/QA) interim review and prepare submittal for City's review depicting pre-final development of the contract drawings and specifications.
- 14) Address comments received from the City for the pre-final submittal.
- 15) Provide Quality Control/Quality Assurance (QC/QA) final review and submit one (1) reproducible hard copy of the final contract drawings and specifications to the City for bidding process.
- 16) Update the opinion of probable construction costs.
- 17) Provide copy of contract documents along with appropriate fee to Texas Department of Licensing and Regulation (TDLR) for review and approval of accessibility requirements for pedestrian improvements (as authorized by Additional Services).
- 18) Provide Bid Phase Services in accordance with Exhibit 'A' of the Contract for Professional Services.
- 19) Provide Construction Phase Services in accordance with Exhibit 'A' of the Contract for Professional Services.
- 20) Prepare monthly progress reports for submittal to the City. Monthly progress reports shall be submitted by the 5<sup>th</sup> of each month.

<p style="text-align: center;"><b>AMEND. NO. 1</b> <b>EXHIBIT "A-1"</b> Page 3 of 7 Revised April 2010</p>
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- 21) A/E will coordinate with City and AEP for lighting conduit locations and pole relocations. Conduit for future City MIS will not be included.

### **Additional Services:**

#### **PERMITTING**

- 1) Upon receiving authorization from the City to proceed, furnish to the City all engineering data and documentation necessary for all required governmental permits as identified in Exhibit A.
- 2) Prepare and submit permit applications and associated fees to the appropriate authorities as required to complete the project.

#### **RIGHT-OF-WAY ACQUISITION SURVEY (NOT AUTHORIZED)**

- 1) Establish limits of work area and obtain available reference maps and reports.
- 2) Research City rights-of-way, easements and property boundaries.
- 3) Research adjacent subdivision plats.
- 4) Locate and tie-in street right-of-way.
- 5) Establish project baseline.
- 6) Identify parcels required for right-of-way acquisition.
- 7) Prepare metes & bounds descriptions for right-of-way acquisition parcels.
- 8) Stake boundaries for right-of-way to be acquired.
- 9) Provide exhibits for right-of-way acquisition.

#### **TOPOGRAPHIC SURVEY**

- 1) Research horizontal and vertical controls.
- 2) Pre-plan control survey.
- 3) Set control points in the field.
- 4) Establish vertical control points (bench marks) and perform level loops.
- 5) Establish horizontal control on control points by GPS.
- 6) Perform topographic survey within proposal street project limits.
- 7) Perform topographic survey and associated cross-sections for proposed off-site drainage

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improvements.

- 8) Locate and tie-in known utilities and structures.
- 9) Download raw survey field data, copy field notes, reduce data and check results.

#### ENVIRONMENTAL ISSUES

- 1) (TBD)

#### CONSTRUCTION OBSERVATION SERVICES (NOT AUTHORIZED)

- 1) Provide construction observation services as authorized by the City in accordance with Exhibit 'A' of the Contract for Professional Services.
- 2) Conduct daily site visits to the project site during construction.
- 3) Prepare daily reports and coordinate site visits with FNI office staff.
- 4) Provide detailed coordination with City staff during construction.
- 5) Coordinate construction activities with materials testing laboratory.

#### PUBLIC INVOLVEMENT PHASE

- 1) Assist the City in preparing notices, handouts and exhibits for public information meeting.
- 2) Assist the City in conducting two public information meetings.
- 3) Assist the City with follow-up and response to citizen comments.
- 4) Revise contract drawings to address citizen comments, as directed by the City.
- 5) Develop database of stakeholders and businesses
- 6) Create and update public communication tools – Facebook and Twitter
- 7) One-on-one stakeholder meetings (6) in design phase and (2) during construction phase.
- 8) Individual communications with public during meetings (5) meetings

#### WARRANTY PHASE

Upon receiving authorization from the City to proceed, conduct a maintenance guaranty inspection toward the end of the one-year period after acceptance of the project. Note defects requiring contractor action to maintain, repair, fix, restore, patch, correct or replace improvements under the maintenance guaranty terms of the construction contract. Document the condition and prepare a

<p style="text-align: center;"><b>AMEND. NO. 1</b> <b>EXHIBIT "A-1"</b> Page 5 of 7 Revised April 2010</p>
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report for the City staff of the locations and conditions requiring action.

### S.U.E. / HYDRO-EXCAVATION

Upon receiving authorization from the City to proceed, conduct hydro-excavation at sufficient locations to identify underground utilities. The hydro-excavation process will conform to Subsurface Utility Engineering (S.U.E.) in accordance with ASCE Standard C-1, 38-02, and shall be in accordance with Section 8 under Additional Services in Exhibit "A".

Consultant's S.U.E. scope shall be as follows:

### Subsurface Utility Investigation.

- a) Provide subsurface utility engineering in accordance with ASCE Standard "ASCE C-1, 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" including, but not limited to, hydro-excavation. The proposed subsurface utility investigation will be as follows:
  - i) Hydro Excavation - The survey scope includes hydro excavation to perform Quality Level A investigation of underground utilities in five (5) specified areas through the project limit. (Quality Level A involves the use of hydro equipment at critical points or specified areas designated along Ocean Drive by Freese & Nichols to determine the horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics.) Utilities located at this quality level will be physically located and tied to the topographic survey control. The utility will be identified and an elevation will be obtained to the top of the utility. The City will provide a designated disposal site for the hydro tailings (slurry from the holes excavated).
  - ii) Utility Location - The survey scope includes locating certain utilities to Quality Level B (Quality Level B involves surveying visible above ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records.) These utilities will be located by obtaining a One-Call Notice and measuring the marked locations.
  - iii) Storm Water - Storm water facilities within the project limits will be located to Quality Level C. Locations will be based on the surveyed locations of accessible storm water manholes and drainage inlets.
  - iv) Wastewater- Wastewater facilities within the project limits will be located to Quality Level C. Locations will be based on the surveyed locations of accessible wastewater manholes. Wastewater lines that are not to be replaced as part of this project and that fall within the footprint of construction-related excavation shall be located at Quality Level A.
  - v) Water - Water facilities within the project limits will be located to Quality Level C.

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- vi) Gas- Gas facilities within the project limits will be located to Quality Level C by consultant. The City of Corpus Christi Gas Department will provide Quality Level A. Consultant will coordinate this activity.
  
- b) Inform local franchises whose utilities fall within the footprint of construction related excavation of the potential for encountering their utility lines during construction.

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**EXHIBIT "B"**  
**MANDATORY INSURANCE REQUIREMENTS & INDEMNIFICATION**  
**FOR A/E PROFESSIONAL SERVICES/CONSULTANT SERVICES**  
**(Revised October 2010)**

- A. Consultant must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. The Consultant must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Consultant must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverages by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates</b>	<b>Bodily Injury &amp; Property Damage Per occurrence - aggregate</b>
<b>COMMERCIAL GENERAL LIABILITY</b> including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	<b>\$1,000,000 COMBINED SINGLE LIMIT</b>
<b>AUTOMOBILE LIABILITY</b> to included 1. Owned vehicles 2.. Hired – Non-owned vehicles	<b>\$1,000,000 COMBINED SINGLE LIMIT</b>
<b>PROFESSIONAL LIABILITY</b> including: Coverage provided shall cover all employees, officers, directors and agents 1. Errors and Omissions	<b>\$1,000,000 per claim / \$2,000,000 aggregate</b> (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement; have extended reporting period provisions and identify any limitations regarding who is an Insured
<b>WORKERS' COMPENSATION</b>	Which Complies with the Texas Workers Compensation Act
<b>EMPLOYERS' LIABILITY</b>	<b>500,000/500,000/500,000</b>

- C. In the event of accidents of any kind, Consultant must furnish the Risk Manager with copies of all reports within (10) ten days of accident.
- D. Consultant must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- E. Consultant's financial integrity is of interest to the City; therefore, subject to Successful Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.
- F. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Management  
P.O. Box 9277  
Corpus Christi, TX 78469-9277  
Fax: (361) 826-4555

- G. Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- i. Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
  - ii. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - iii. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - iv. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- H. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- I. In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- J. Nothing herein contained shall be construed as limiting in any way the extent to which Successful Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this agreement.
- K. It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- L. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

**INDEMNIFICATION AND HOLD HARMLESS**

**Consultant shall indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the negligent performance of Consultant's services covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the sole or concurrent negligence of the City of Corpus Christi, its agents, servants, or employees or any other person indemnified hereunder.**

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

	<b>Contract</b>	<b>Amd No. 1</b>	<b>Amd No. 2</b>	<b>Total Contract</b>	<b>Amount Invoiced</b>	<b>Previous Invoice</b>	<b>Total Invoice</b>	<b>Percent Complete</b>
<b>Basic Services:</b>								
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%
<b>Subtotal Basic Services</b>	<b>\$6,000</b>	<b>\$1,000</b>	<b>\$1,250</b>	<b>\$8,250</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>30%</b>
<b>Additional Services:</b>								
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%
<b>Subtotal Additional Services</b>	<b>\$2,000</b>	<b>\$1,120</b>	<b>\$1,627</b>	<b>\$4,747</b>	<b>\$500</b>	<b>\$0</b>	<b>\$500</b>	<b>11%</b>
<b>Summary of Fees</b>								
<b>Basic Services Fees</b>	<b>\$6,000</b>	<b>\$1,000</b>	<b>\$1,250</b>	<b>\$8,250</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>30%</b>
<b>Additional Services Fees</b>	<b>2,000</b>	<b>1,120</b>	<b>1,627</b>	<b>4,747</b>	<b>500</b>	<b>0</b>	<b>500</b>	<b>11%</b>
<b>Total of Fees</b>	<b>\$8,000</b>	<b>\$2,120</b>	<b>\$2,877</b>	<b>\$12,997</b>	<b>\$1,250</b>	<b>\$1,500</b>	<b>\$3,000</b>	<b>23%</b>





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: Freese and Nichols, Inc.

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

STREET ADDRESS: 800 N. Shoreline, Suite 1600N CITY: Corpus Christi ZIP: 78401

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

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.  
1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

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

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

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

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

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

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

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

### FILING REQUIREMENTS

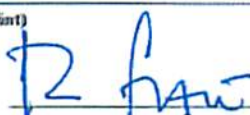
If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose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

### CERTIFICATION

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

Certifying Person: Ron Guzman, P. E. Title: Principal  
(Type or Print)

Signature of Certifying Person:



Date: 3-7-12

### DEFINITIONS

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