

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

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 **LJA Engineering, Inc.**, a Texas corporation, 820 Buffalo, Corpus Christi, Nueces County, Texas 78401, (**Consultant**), hereby agree as follows:

**1. SCOPE OF PROJECT**

**Laguna Shores Road Force Main Replacement (Project No. E10054)** – This project includes Preliminary, Design, and Bid Phase services and associated Additional Services, as described herein, for the installation of a wastewater force main from Graham Road to the Laguna Madre Wastewater Treatment Plant, a new small Gateway Lift Station, a new wastewater gravity line to the Gateway Lift Station, and five (5) wastewater flow meters.

**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, for a fee not to exceed **\$479,977.31**, for a total restated fee not to exceed **\$529,817.31**. Monthly invoices will be submitted in accordance with **Exhibit "B"**.

#### 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.**

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> 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**

\_\_\_\_\_  
J.H. Edmonds, P.E. Date  
Director of Engineering Services

**RECOMMENDED**

\_\_\_\_\_  
Operating Department Date

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
Legal Department Date

**APPROVED**

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

**ATTEST**

\_\_\_\_\_  
Rebecca Huerta Date  
City Secretary

Project Number E10054  
Accounting Unit 4254-042  
Account 550950  
Activity E10054014254EXP  
Account Category 550950  
Fund Name Wastewater CIP

**LJA ENGINEERING, INC.**

  
\_\_\_\_\_  
Patrick D. Vetelo, P.E. Date  
Vice President  
820 Buffalo Street  
Corpus Christi, Texas 78401  
(361) 887-8851 Office  
(361) 887-8855 Fax

**EXHIBIT "A"**  
**AMENDMENT NO. 1**  
**CITY OF CORPUS CHRISTI, TEXAS**

**Laguna Shores Road WW Forcemain Replacement**  
**Project No. E10054**

**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 meetings to attendees within five working days of the meeting.~~
  - c) Provide scope of geotechnical testing requirements to the City's Geotechnical Consultant.
  - d) Request and 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 recommendations. Prepare conceptual life-cycle cost estimate with recommended pavement sections using Federal Highway Administration (FHWA) "Real Cost" Program.~~
  - 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, CDBG, USPS, affected school districts (CCISD, FBISD, etc.) community groups, TDLR, etc.
  - n) ~~Identify and recommend public outreach and community stakeholder requirements.~~
  - o) ~~Review City provided preliminary Traffic impact assessment and provide recommendation for integration and/or additional requirements as appropriate.~~
  - p) Prepare an **Addendum to previous** 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 summary output tables from Hydraulic and Hydrologic analyses.~~
  3. Include existing site photos.
  4. Provide opinion of probable construction costs.
  5. Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; meet as City agent or with City participation and coordinate with agencies such as RTA, CDBG, USPS, CCISD, community groups, TDLR, etc.
  - ~~6. Provide an analysis on project impacts towards "re-engineering" and effects on cost savings toward City operations, which this project will affect.~~
  7. Provide anticipated index of drawings and specifications.
  8. Provide a summary table & required ROW parcels. **(If AUTHORIZED as an Additional Service.)**
- q) Submit one (1) copy in an approved electronic format, and one (1) paper copy of the **Draft Addendum to previous** Engineering Letter Report (ELR).
  - ~~r) Submit computer model file, results and calculations used to analyze drainage.~~
  - s) Conduct Project review meeting with City staff to review and receive City comments on the **Draft Addendum to previous** ELR as scheduled by City Project Manager.
  - t) Assimilate all City review comments of the **Draft Addendum to previous** ELR and provide one (1) set of the **Final Addendum to previous** ELR (electronic and hard copies using City Standards as applicable) suitable for reproduction.
  - ~~u) Assist City in presenting summary of ELR findings to the Bicycle and Pedestrian Subcommittee and the Transportation Advisory Committee (TAC). 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) Electronic index and database of City's record drawing and record information.
- b) Requested record drawings and record information in electronic format as available from City Engineering files.
- c) The preliminary budget, specifying the funds available for construction.
- d) A copy of existing studies and plans. (as available from City Engineering files).
- e) Field location of existing city utilities. (A/E to coordinate with City Operating Departments.)
- f) Applicable Master Plans and GIS mapping are available on the City's website.
- g) City Control survey Bench marks and coordinates.
- h) Preliminary Traffic Impact Assessment.

Any information marked proprietary, or copyrighted, provided by the City is authorized for use only by A/E, and only for the intended purpose of this project. Any unauthorized use or distribution of information marked proprietary, or copyrighted, 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. **The City will provide a list of utility franchises within the Project area.**
  - 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 11"x 17".
    - i) 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.
    - ii) Provide Storm Water Pollution Prevention Plan, including construction drawings.
  - e) Furnish one (1) set of the **interim plans and bid documents** (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.
    - i) **Required** with the interim plans is a "Plan Executive Summary", project checklist & drawing checklist, which will identify and summarize the project by distinguishing key elements and opinion of probable project costs.
    - ii) **Attend** 60% submittal meeting with City Staff to assist staff in review of 60% submittal.
  - f) Hold Project 60% review meeting. Prepare meeting agenda and distribute meeting agenda 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 pre-final plans and bid documents (90% submittal - electronic and hard copy using City Standards as applicable) to the City staff for review and approval purposes with revised estimates of probable costs.~~
  - h) ~~Hold Project 90% review meeting. Prepare meeting agenda and distribute meeting agenda to attendees within five working days of the meeting. Assimilate all review comments, and incorporate any requirements into the plans and specifications, and advise City of responding and non-responding participants as appropriate and, upon Notice to Proceed.~~
  - i) Provide one (1) set of the final (100%) plans and bid documents (unsealed and unstamped - electronic and hard copy using City Standards as applicable) for City's final review.

- j) 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 hard copy 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.
- k) Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that all submittals 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..
- ~~l) 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. See attachment 'A' for required form.~~
- ~~m) 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~~. **City during the Design Phase.**
- b) Provide the budget for the Project specifying the funds available for the construction contract.
- c) Provide electronic copy of the City's standard specifications, standard detail sheets, standard and special provisions, and forms for required bid documents.
- d) **Prepare CIVCAST bid form spreadsheet(s).**

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.

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.
- e) **Prepare Authorization to Advertise (ATA).**
- f) **Prepare Agenda Memoranda and PowerPoint presentation for City Council Meeting.**

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 impacting 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 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~~ **Assist the City in the preparation of** change orders as authorized by the City.
- g) ~~Review, evaluate and recommend for City consideration Contractor Value Engineering proposal.~~
- h) ~~Attend final inspection with City staff, provide punch list items for Contractor completion, and provide the City with a Certificate of Completion for the project upon successful completion of the project.~~
- i) 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. **(MOVED TO ADDITIONAL SERVICES)**

The City staff will:

- a) **Provide all Construction Administration and Construction Observation Services.**
- b) Designate an individual to have responsibility, authority, and control for coordinating activities for the City during the Construction Phase.

## 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) ~~Union Pacific Railroad, Missouri Pacific Railroad, or any other railroad operating in the area~~
  - b) **TxDOT utility permit(s)**
  - c) ~~Wetlands Delineation and Permit~~
  - d) ~~Temporary Discharge Permit~~
  - e) ~~NPDES Permit/Amendments (including SSC, NOI/NOT)~~
  - f) ~~Texas Commission of Environmental Quality (TCEQ) Permits/Amendments~~
  - g) ~~Nueces County~~
  - h) ~~Texas Historical Commission (THC)~~
  - i) ~~U.S. Fish and Wildlife Service (USFWS)~~
  - j) **U.S. Army Corps of Engineers (USACE)**
  - k) ~~United States Environmental Protection Agency (USEPA)~~
  - l) ~~Texas Department of Licensing and Regulation (TDLR)~~
  - m) ~~Texas General Land Office (TGLO)~~
  - n) ~~Other agency project-specific permits~~
2. **Right-of-Way (ROW) Acquisition Survey.** ~~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.~~
  - d) ~~Prepare Metes and Bounds Instrument with supporting exhibits as required and agreed upon, subsequent to the ELR acceptance, for ROW parcels, utility easements and temporary construction easements.~~
- 2a. **Topographic Survey and Parcel Descriptions ROW/Esmt. Verification.** 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.** 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. (Not included in the scope of this contract.)~~

2b. **Additional Topographic Surveys for Flow Meters.** Topographic survey work required at the Riviera, Laguna Shores, Flour Bluff and Waldron Lift Stations for the design and preparation of construction documents for the installation of flow meters. This work shall be performed to the standards specified in Item 2a above.

3. **Subsurface Utility Investigation Engineering**

- 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) ~~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 (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 A.~~
- ~~vi) Gas — Gas facilities within the project limits will be located to Quality Level A by the A/E. The City of Corpus Christi Gas Department will provide Quality Level C. The A/E will coordinate this activity.~~
- ~~vii) **Add SUE findings to topographic survey.**~~
- b) ~~Inform local franchises whose utilities fall within the footprint of construction-related excavation of the potential for encountering their utility lines during construction. **A list of franchises within the Project area will be provided by the City.**~~

3. **Construction Phase Assistance (Time and Materials upon Request).**

A/E will provide the City with assistance, as requested, during the construction phase of the Project on a Time and Materials basis. Requests for services from the A/E shall be submitted to the A/E via email from City staff (Construction Inspection or Engineering Services) and shall include Calendar Meeting Requests. Verbal requests for services must be followed by an email to the A/E prior to action being taken by the A/E. Receipt of email requests, including Meeting Requests, from City Staff shall be considered by the A/E as Authorization to Proceed on the requested services. Services provided under this line item shall be invoiced to the City monthly based upon the attached **Table 1 – Rate Schedule** and shall include time spent during the invoicing period. If it is apparent that additional efforts will be required beyond the estimated Contract budget after 75% of the estimated budget for this Line Item has been spent, the A/E will prepare a Contract Amendment for additional fees based upon an estimate of the amount of effort remaining to complete the Project. Work will not proceed beyond the approved budget. The following services are excluded from this Contract:

- a) Preparation of change orders;
- b) Review of shop drawings. (This does not exclude review of material submittals, if requested.);
- c) Review/approval of Contractor pay requests; and
- d) Preparation of a Certificate of Completion at the end of the Project.

4. **Preparation of Record Drawings.** 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.

8. ~~**Start-up Services.** Provide on-site services and verification for all start-up procedures during actual start-up of major Project components, systems, and related appurtenances if needed and required.~~
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.~~

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 supplements Exhibit "A".

## II. SCHEDULE

Date	Activity
Begin Preliminary Phase	Upon receipt of NTP
Submit Draft ELR Addendum	2 Months after receipt of NTP
City Draft Review & Comments	1 Month
Submit Final ELR Addendum	1 Month after receipt of comments from City
City Final Review & Comments	1 Month
Submit Sealed ELR Addendum	2 Weeks after receipt of comments from City
Begin Construction Documents	After approval of ELR
Deliver 60% Construction Docs	4 Months after approval of ELR
City Review and Comments	1 Month
Deliver 100% Construction Docs	3 Weeks after receipt of comments from City
City Review and Comments	1 Month
Deliver Sealed Construction Docs	2 Weeks after receipt of comments from City
Bid Project	2 Months
Construct Project	12 Months after Project Award (Subst. Compl.)
Project Close Out	1 Month after Subst. Completion

## 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.1-3 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.1-3, A/E will submit monthly statements for basic services rendered. The statements 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. City will make prompt monthly payments in response to A/E's monthly statements.



- B. Fee for Additional Services.** For authorized Additional Services, the A/E will submit monthly statements for services rendered. For Fixed Fee Additional Services Line Items, the statements 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 Time and Materials Additional Services, the statements will be based upon A/E's time spent during the period of time covered by the invoice and based upon the attached **Table 1 – Rate Schedule**. 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

	Original Contract	Amendment No. 1					Total
		Street	Wastewater	Storm Water	Water	Gas	
<b>Basic Services Fees</b>							
1. Preliminary Phase (FF)	\$0.00	\$0.00	\$ 65,507.12	\$0.00	\$0.00	\$0.00	\$ 65,507.12
2. Design Phase (FF)	\$0.00	\$0.00	\$ 245,497.86	\$0.00	\$0.00	\$0.00	\$ 245,497.86
3. Bid Phase (FF)	\$0.00	\$0.00	\$ 13,333.65	\$0.00	\$0.00	\$0.00	\$ 13,333.65
<b>Subtotal Basic Services Fees</b>		<b>\$0.00</b>	<b>\$ 324,338.63</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 324,338.63</b>
<b>Additional Services Fees (Allowance)</b>							
1a. Permitting: TxDOT (FF) <b>(Authorized)</b>	\$0.00	\$0.00	\$ 4,086.89	\$0.00	\$0.00	\$0.00	\$ 4,086.89
1b. Permitting: USACE (FF) <b>(Authorized)</b>	\$0.00	\$0.00	\$ 27,016.79	\$0.00	\$0.00	\$0.00	\$ 27,016.79
2a. Topographic Survey & ROW/Esmt. Verification (FF) <b>(Authorized)</b>	\$0.00	\$0.00	\$ 64,600.00	\$0.00	\$0.00	\$0.00	\$ 64,600.00
2b. Add'l Topographic Surveys for Flow Meters (FF) <b>(Authorized)</b>	\$0.00	\$0.00	\$ 10,700.00	\$0.00	\$0.00	\$0.00	\$ 10,700.00
3. Construction Phase Assistance (T&M) <b>(Authorized)</b>	\$0.00	\$0.00	\$ 42,398.16	\$0.00	\$0.00	\$0.00	\$ 42,398.16
4. Preparation of Record Drawings (FF) <b>(Authorized)</b>	\$0.00	\$0.00	\$ 6,836.84	\$0.00	\$0.00	\$0.00	\$ 6,836.84
5. Initial Small Contract (FF) <b>(Authorized)</b>	\$49,840.00	\$0.00	\$ 0.00	\$0.00	\$0.00	\$0.00	\$ 49,840.00
<b>Sub-Total Additional Services Fees</b>	<b>\$49,840.00</b>	<b>\$0.00</b>	<b>\$ 155,638.68</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 205,478.68</b>
<b>Total Authorized Fee</b>	<b>\$49,840.00</b>	<b>\$0.00</b>	<b>\$ 479,977.31</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 529,817.31</b>

(Notes: 'FF' designates Line Items to be invoiced on a Fixed Fee basis, and 'T&M' designates Line Items to be invoiced on a Time & Materials basis. 'AUTHORIZED' constitutes "written authorization to proceed" on an Additional Services Line Item.)

**EXHIBIT “A-1”  
AMENDMENT NO. 1  
CITY OF CORPUS CHRISTI, TEXAS**

**Laguna Shores Road WW Forcemain Replacement  
Project No. E10054**

**TASK LIST**

**GENERAL**

Contract Amendment No. 1 to the **Laguna Shores Road WW Forcemain Replacement Project** includes Preliminary, Design, and Bid Phase services and associated Additional Services, as described herein, for the installation of a WW forcemain from Graham Road to the Laguna Madre WWTP, a new small Gateway LS, a new WW gravity line to the Gateway LS, and five (5) WW flow meters. The Project Construction Budget is \$5.2 million.

**Exhibit “A”, I. A. - BASIC SERVICES**

**Preliminary Phase** (Fixed Fee)

Provide Preliminary Phase Services in accordance with Exhibit ‘A’ of the Contract for Professional Services with the following conditions:

Preliminary Phase Services will include:

- Field reconnaissance of forcemain route;
- Wetland determinations and coordination with USACE;
- Field reconnaissance of lift station sites for flow meters;
- Sizing of new, single WW forcemain;
- Feasibility research for installation of new Gateway Lift Station on City park property;
- Sizing of new Gateway Lift Station;
- Current evaluation of USACE requirements;
- Current evaluation of TxDOT requirements;
- Update construction cost estimates;
- Preparation of an Addendum to the previous Engineering Letter Report (ELR); and
- Coordination and review with City staff.

**Preliminary sizing of proposed forcemain and lift station pumps and wet well will be based upon average daily and peak wet WW flow rates.** Modification of the existing Flour Bluff pump model and assessment of proposed forcemain size and lift station pumps under pumping conditions will be performed by another vendor under contract with the City and is not included in the scope of this Contract. LJA will coordinate with the City as necessary.

#### **Exhibit “A”, I. A. 1 - Clarification**

LJA will submit all Contract deliverables to the City, only, in accordance with the Contract requirements. The City will distribute deliverables to Third-Party Reviewers at its discretion and coordinate with Third-Party Reviewers to receive comments. The City will incorporate any comments received from Third-Party Reviewers deemed appropriate into the City's comments for discussion at the appropriate meeting. To prevent miscommunications during the Preliminary Phase, LJA's point of contact for Project decisions will be the City's Project Manager.

#### **Design Phase (Fixed Fee)**

Provide Design Phase Services in accordance with Exhibit 'A' of the Contract for Professional Services with the following conditions:

#### **Exhibit “A”, I. A. 2 - Clarification**

LJA will submit all Contract deliverables to the City, only, in accordance with the Contract requirements. The City will distribute deliverables to Third-Party Reviewers at its discretion and coordinate with Third-Party Reviewers to receive comments. The City will incorporate any comments received from Third-Party Reviewers deemed appropriate into the City's comments for discussion at the appropriate meeting. To prevent miscommunications during the Design Phase, LJA's point of contact for Project decisions will be the City's Project Manager.

#### **Exhibit “A”, I. A. 2. d) - Clarification**

The design of temporary traffic control measures shall consist of the preparation of Advanced Warning Signage Plans and inclusion of typical examples of traffic control measures for certain situations. The design of specific traffic control measures for the entire project is not included in the scope of work of this Contract. The Contractor is responsible for the preparation and approval of specific traffic control plan(s) that coincide with his approach to constructing the project – subject to the Project phasing stipulated in the construction documents - and may incorporate the typical examples provided in the construction plans.

#### **Bid Phase (Fixed Fee)**

Provide Bid Phase Services in accordance with Exhibit 'A' of the Contract for Professional Services.

#### **Construction Phase**

Construction Phase Services as described in **Exhibit “A”, I. A. 4.** are excluded from this Contract. Construction Phase Assistance will be provided by the A/E as

a Time & Materials Additional Service upon request as described in Exhibit 'A'.

**Exhibit "A", I. B. - ADDITIONAL SERVICES (Subject to Authorization)**

1a. TxDOT Permitting (Fixed Fee)

Coordinate with TxDOT and prepare, submit and coordinate approval of TxDOT utility permit(s).

1b. USACE Permitting (Fixed Fee)

Coordinate with USACE and prepare, submit and process required permits. **Preparation and processing of an Individual Permit (IP) is not anticipated as necessary and is not included in the scope of services of this Contract. If it is discovered that an IP is required by the USACE, a contract amendment for additional fees will be required.**

2a. Topographic Survey & ROW/Esmt. Verification (Fixed Fee)

LJA will perform topographic surveys of the proposed new WW improvements, verify adequacy of existing rights-of-way and easements to contain recommended WW improvements, and make recommendations for additional ROW/esmts., if necessary. This work covers the proposed new WW force main, WW gravity line and new Gateway Lift Station. It is assumed that the proposed improvements can be constructed in existing City rights-of-way and easements. If it is determined that additional right-of-way and/or easements are required, a contract amendment for additional fees will be required in order to perform the necessary acquisition services.

2b. Additional Topographic Survey for Flow Meters (Fixed Fee)

LJA will perform topographic surveys of the Riviera, Laguna Shores, Flour Bluff, and Waldron Lift Station sites for purposes of preparing Plan and Profiles of the flow meter installations.

3. Construction Phase Assistance (Time and Materials)

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

4. Preparation of Record Drawings (Fixed Fee)

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

**Additional Contract Exclusions:**

1. City Staff has stated that Public Meetings are not required on this Project. As such, engineering services related to Public Meetings are excluded from this Contract.
2. Geotechnical Services are not included in this Contract. The A/E will provide the City with the required scope of geotechnical services for the Project. Geotechnical Services will be provided by another vendor contracted with the City.
3. S.U.E. services are excluded from this contract.

# 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
<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%
Subtotal Basic Services	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
<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%
Subtotal Additional Services	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
<b>Summary of Fees</b>								
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%
<b>Total of Fees</b>	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%



City of  
Corpus  
Christi

SUPPLIER NUMBER  
TO BE ASSIGNED BY CITY  
PURCHASING DIVISION

## CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

**COMPANY NAME:** LJA, Inc.

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

**STREET ADDRESS:** 820 Buffalo Street **CITY:** Corpus Christi **ZIP:** 78401

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

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

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

Name	Job Title and City Department (if known)
N/A	

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

Name	Title
N/A	

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

Name	Board, Commission or Committee
N/A	

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

Name	Consultant
N/A	

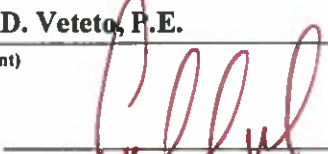
### FILING REQUIREMENTS

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

### CERTIFICATION

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

**Certifying Person:** Patrick D. Veteto, P.E. **Title:** Vice President  
(Type or Print)

**Signature of Certifying Person:**  **Date:** 2-2-14

### DEFINITIONS

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