

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

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director of Engineering Services) and **HDR ENGINEERING, INC.**, a Texas corporation, 555 N. Carancahua Suite 1600, Corpus Christi, Nueces County, Texas 78410, (**Architect/Engineer – A/E**), hereby agree as follows:

1. SCOPE OF PROJECT

Cefe Valenzuela Outfall Modifications & On-Call Consulting Services (Project No. E11050) – This Amendment is at the request the Solid Waste Department for a investigation and recommendation for repairs of components of the outfall channel that has been damaged and/or eroded in stormwater runoff event as a result of Hurricane Karl.

The components include: 1) Subgrade beneath the slope paving north of the concrete outfall structure at Petronilla Creek, 2) West bank of outfall channel, north of FM 70, where two pipelines have been undermined by erosion, 3) West bank of outfall channel between FM 70 and the pipeline location.

Amendment No. 1 will provide design, bid and construction administration services for the investigation and repair of the damaged channel components.

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform design 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"**, 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

In the original contract, Exhibit "A" FEES shall be modified for a total fee not to exceed \$69,800.00 (Sixty Nine Thousand Eight Hundred Dollars and Zero Cents), for a restated fee not to exceed \$116,200.00, (One Hundred Sixteen Thousand Two Hundred Dollars and Zero Cents) as shown in the attached Amendment No. 1, **Exhibit "A"**. 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.

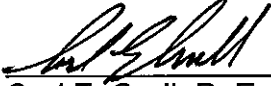
10. DISCLOSURE OF INTEREST

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

HDR ENGINEERING, INC.

 6/28/13

Carl E. Crull, P. E. Date
Vice President
555 N. Carancahua, Suite 1600
Corpus Christi, TX 78410
(361) 696-3300 Office

RECOMMENDED

 6/28/13

Daniel Biles, P. E., Date
Director of Engineering Services

Lawrence Mikolajezyk Date
Director of Solid Waste Operations

ENTERED 

JUN 27 2013

CONTRACT MANAGERS

APPROVED AS TO FORM

Office of Management Date
and Budget

Project No. E11050
Fund Name: Sanitary Landfill CIP Fund
Fund Source No. 550950-3365-00000-E11050
Encumbrance No. _____

ATTEST

Armando Chapa, City Secretary

May 10, 2013

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Mr. Daniel Biles, P.E.
Director of Engineering
Department of Engineering Services
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277

**RE: PROPOSAL - CEFE LANDFILL / PETRONILLA CREEK OUTFALL
CHANNEL REPAIRS - *Design-Bid-Build Delivery Methodology***

Dear Mr. Biles:

Thank you for the opportunity to provide this proposed scope of work and fee structure for professional engineering services for the design of repairs to the Cefe Landfill / Petronilla Creek Outfall Channel.

BACKGROUND

This channel repair project is in response to a request by the City of Corpus Christi's Solid Waste Department to investigate and recommend repairs to components of the outfall channel that have been damaged and/or eroded in a stormwater runoff event that occurred in September 2010 due to rainfall from hurricane Karl. Those components include:

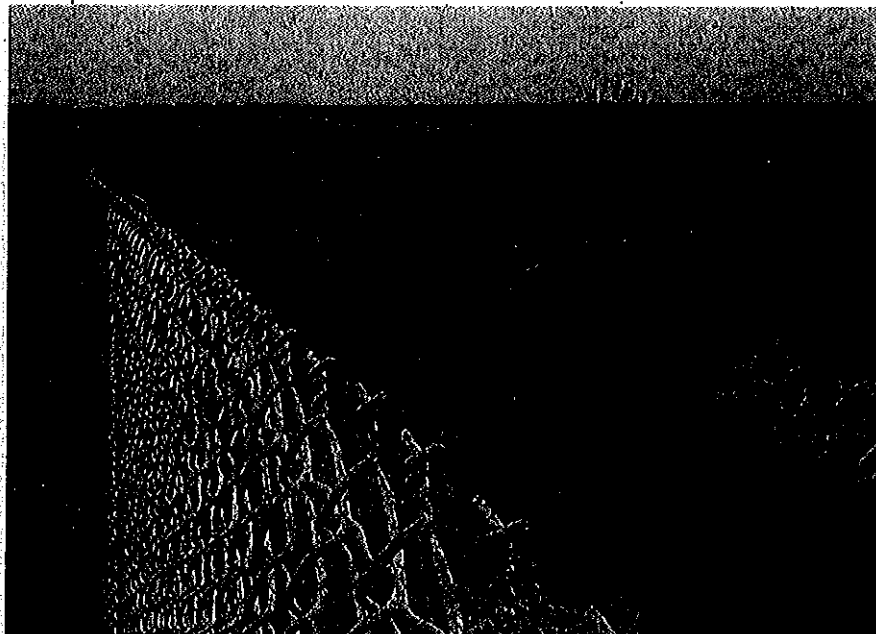
1. The subgrade beneath the slope paving on the north side of the concrete outfall structure at Petronilla Creek -



2. The west bank of the outfall channel, north of FM 70, where two pipelines have been undermined by erosion -



3. The west bank of the outfall channel between FM 70 and the aforementioned undermined pipeline location.



PROPOSED PROJECT APPROACH

HDR will provide design, bid and construction administration services for the investigation and repair of the damaged channel components listed above. A detailed scope of work is included in Exhibit "A".

PROJECT SCHEDULE

We propose to have the 60% plans, specifications, opinion of cost and contract documents ready for City review within 2 months of authorization to proceed with the work and the 100% documents ready within 1 months after receiving the City's 60% comments. No other reviews are anticipated.

PROJECT FEES

BASIC SERVICES: The City will pay the A/E a lump sum fee for providing all "Basic Services" authorized as per the table below. Payment will be in accordance with the provisions of the executed Contract for Professional Services Agreement between the City of Corpus Christi and HDR Engineering, Inc.

ADDITIONAL SERVICES: For services authorized by the Director of Engineering Services under "Additional Services", the City will pay the A/E a fee as per the table below.

SCOPE OF WORK: A detailed scope of work can be found in Exhibit "A".

SUMMARY OF FEES: A summary of fees is as follows in the table below:

Summary of Fees

<u>Service</u>	<u>Proposed Fee</u>
Basic Services:	
Investigation & Design Phase	\$ 39,400.00*
Bid Phase	\$ 7,800.00
Construction Phase	\$ 14,100.00
Subtotal	\$ 61,300.00
Additional Services:	
Testing	\$ 8,500.00
TOTAL	\$ 69,800.00

*Includes project management, expenses and reimbursables.

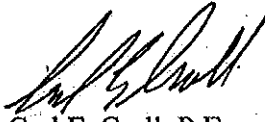
If you have any questions, please feel free to contact Steve Synovitz, P.E. at 361-696-3334.

Mr. Daniel Biles, P.E.
May 10, 2013
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Sincerely,

HDR ENGINEERING, INC.



Carl E. Crull, P.E.
Vice President

SRS/srs

cc: Grace Gonzalez, P.E., MBA – Major Project Engineer
Engineering Services, City of Corpus Christi

Attachment: Exhibit "A" - Scope of Services

Cefe Landfill / Petronilla Creek Outfall Channel Repairs
P79532

Exhibit "A" – Scope of Work
Design-Bid-Build Delivery Methodology
May 10, 2013

The proposed scope of work includes services for developing one set of construction documents, one bid phase, and a construction phase with a single construction contract.

BASIC SERVICES

INVESTIGATION & DESIGN PHASE

Investigation & Design Phase Services will include the following:

INVESTIGATION

1. **Kickoff Meeting.** A representative project engineer of the Architect/ Engineer (A/E) will attend a kickoff meeting to review the scope-of-work and confer with City Staff regarding the design parameters of the Project.
2. **Site Visits.** The A/E will make visits to the site; and will identify results of site field investigation including findings, existing conditions, damage assessments; and will take photographs of the repair locations.
3. **Data Gathering.** The A/E will meet with City staff to gather data including project history and background; and will prepare a hydrologic and hydraulic analysis of acreage and components that are contributing to the erosion issues from FM 70 to the undermined utility pipelines. The City will provide available records, archives, and pertinent data related to the Project and will assist with contacting impacted and coordinating with utilities at the repair locations.
4. **USACE Permit / Environmental / Archeological Issues Research.** The City will advise the A/E whether any USACE permit preparation, environmental site evaluations and/or archeology reports are required for the Project. (USACE Permit Preparation, Environmental Site Evaluations and/or Archeological Services are not included in this scope-of-work and would be considered as an Additional Service to be negotiated separately).
5. **Memo Report.** The A/E will submit one (1) copy in "WORD" format and one (1) paper copy of a Memo Report that will include a summary of findings, a list of potential problems, possible conflicts, recommended repairs, design intent and a preliminary opinion of probable construction costs.

DESIGN

1. **Plans.** The A/E will prepare a single set of construction plans for the repairs to the outfall channel. The repair plans will including the following sheets:
 - 1) Cover Sheet, Project Location Map, and Sheet Index
 - 2) Project Construction Notes, Summary of Quantities
 - 3) Legend, Symbols, and Abbreviations
 - 4) Overall Site Plan
 - 5) Slope Paving Subgrade Repair Plan, Section and Details
 - 6) Erosion Repair Plans at Undermined Utility Pipelines, Sections and Details

- 7) Erosion Repair Plans along west bank of Channel from FM 70 to the undermined pipeline location.
- 8) Stormwater Pollution Prevention Plan (SWPPP)
- 9) SWPPP Details

2. **Specifications.** The A/E will prepare specifications including:

- 1) Contract agreement forms, general conditions and supplemental conditions, invitation to bid, insurance, and bond requirements
- 2) Notice to Bidders / Contractors
- 3) Part A - Special Provisions
- 4) Part S - Standard Specifications
- 5) Part T - Technical Specifications
- 6) Proposal Form
- 7) Opinion of Probable Construction Cost

The City staff will provide the City's standard specifications; standard detail sheets, standard and special provisions, and forms for required contract documents. In addition, the City staff will provide the budget for the Project specifying the funds available for the construction contract.

3. **Meetings.** The A/E will participate in two formal meetings with City staff to review the progress of the work. The City will provide the agenda and purpose for each formal meeting; and will document and distribute meeting minutes after each meeting.
4. **QA/QC Reviews.** The A/E will provide Quality Assurance/Quality Control (QA/QC) measures to supervise that the submittal of the final plans and specifications do not necessitate an excessive amount of revision and correction by City staff.

BID PHASE

For one bid phase the A/E will provide the following services:

1. **Reproduction.** Upon approval by the Director of Engineering Services, the A/E will provide one set (hard copy and electronic) of final plans and specifications / contract documents suitable for reproduction by the City.
2. **Bidder Questions.** The A/E will review pre-bid questions and submissions concerning the bid documents.
3. **Pre-Bid Conference.** The A/E will participate in one pre-bid conference.
4. **Addenda.** The A/E will 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.
5. **Review Bids and Develop Recommendation for Award.** The A/E will assist the City in solicitation of bids by identification of prospective bidders, and review of bids by solicited interests. In addition, the A/E will attend the bid opening, analyze and evaluate bids, prepare a bid tabulation, and make a recommendation concerning the award of the contract. The A/E will assist the City in preparing PowerPoint slides summarizing the bid evaluation results.

The City staff will:

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

CONSTRUCTION PHASE

Engineering Services During Construction

NOTE: The fee proposal for this task assumes 2013 rates and a 12-week construction period. Should the City desire additional Engineering Services During Construction beyond this time period, this scope of work and associated fee can be amended at a later date.

The A/E will perform Engineering Services During Construction as follows:

1. **Pre-Construction Conference.** The A/E will participate in one pre-construction conference.
2. **Scour Limits Verification.** Upon removal of a representative portion of the north facing concrete slope pavement at the Petronilla Creek Outfall structure by the Contractor, the A/E will investigate, measure and document the limits of subgrade material scour observed; and will compare that observed to the estimated volume of scour as set forth in the plans. This will allow for an adjustment to quantities (if necessary) to better define and quantify the contractor's scope-of-work during construction.
3. **Shop Drawing / Submittal Reviews.** The A/E will review for conformance with contract documents, shop drawings and other contract required submittals.
4. **Clarifications / RFIs.** The A/E will provide interpretations and clarifications of the contract documents in response for Contractor Requests for Information (RFIs) 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.
5. **Change Orders.** The A/E will prepare change orders for issuance by the City.
6. **Monthly Meetings.** The A/E will attend monthly construction progress meetings during the course of the construction work.
7. **Review Pay Applications.** The A/E will review monthly contractor pay applications and make recommendations to the City regarding the accuracy of said pay applications.
8. **Final Inspection.** The A/E will participate in the final inspection with City staff.
9. **Prepare Record Drawings.** The A/E will review Contractor-prepared construction "red-line" drawings, prepare record drawings of the Project as constructed (from the "red-line" drawings and the Contractor-provided plans reflecting constructed facilities) and deliver to the Engineering Services a reproducible set and electronic file (AutoCAD r.14 or later) of the record drawings. All drawings will

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Exhibit "A" -- Scope of Work
May 10, 2013

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.

The City staff will:

1. Designate an individual to have responsibility, authority, and control for coordinating activities for the construction contract awarded.
2. Prepare applications/estimates for payments to Contractor.
3. Conduct the Final Inspection.

Construction Observation

Construction Observation services are not included in this scope-of-work. Should the City elect to include Construction Observation services at a later date, such services would be considered as Additional Services to be negotiated separately.

ADDITIONAL SERVICES

MATERIALS TESTING

1. **Sub-Consultant – Materials Testing.** If authorized by the City as an additional service, the A/E will enlist the services of a sub-consultant for materials testing during the investigation phase of the project.

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

- C. In the event of accidents of any kind, Consultant must furnish the Risk Manager with copies of all reports within (10) ten days of accident.

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

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

- G. Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- i. Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - ii. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - iii. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - iv. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- H. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance

should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- I. In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- J. Nothing herein contained shall be construed as limiting in any way the extent to which Successful Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this agreement.
- K. It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- L. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

INDEMNIFICATION AND HOLD HARMLESS

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

COMPLETE PROJECT NAME

Project No. E11088

Invoice No. 12345

Invoice Date:

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



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: HDR Engineering, Inc.

P. O. BOX: _____

STREET ADDRESS: 555 N. Carancahua, Suite 1650 CITY: Corpus Christi ZIP: 78478

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

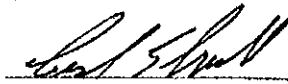
If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose 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: Carl E. Crull, P. E. Title: Vice President
(Type or Print)

Signature of Certifying Person:



Date: 1/9/13

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.