

**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 **Kleinfelder Central, Inc.**, a Texas corporation, 5002 Ambassador Row, Corpus Christi, Nueces County, Texas 78416, (Architect/Engineer – A/E), hereby agree as follows:

**1. SCOPE OF PROJECT**

**JC Elloitt Landfill FY2013-2014 Groundwater Monitoring and Related Services (Project No. E13074)** – The project scope include 1) Detection monitoring sampling of wells in August 2013 and February 2014, in accordance with the current Ground Water Sampling and Analysis Plan (GWSAP). 2) Verification re-sampling will be conducted for events of significant increases and submit results are alternate source demonstrations to TCEQ. 3) Report data, significant increases, prepare correspondence/ submittals to TCEQ, and prepare Annual Report. 4) Quarterly methane monitoring 5) Update estimates of intra-well background by incorporating data collected in 2012 and 2013.

**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” and “A-1”**, to complete the Project. Work will not begin on Additional Services until requested by the A/E (provide breakdown of costs, schedules), and written authorization is provided by the Director of Engineering Services.

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

**3. ORDER OF SERVICES**

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

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

#### 4. INDEMNITY AND INSURANCE

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

#### 5. FEE

The City will pay the A/E a fee, as described in **Exhibit "A"**, for providing services authorized, a total fee not to exceed \$112,200.00, (One Hundred Twelve Thousand Two Hundred Dollars and Zero Cents). Monthly invoices will be submitted in accordance with **Exhibit "C"**.

#### 6. TERMINATION OF CONTRACT

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

#### 7. LOCAL PARTICIPATION

The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy. The A/E agrees that at least 75% of the work described herein will be performed by a labor force residing within the Corpus Christi Metropolitan Statistical Area (MSA). Additionally, no more than 25% of the work described herein will be performed by a labor force residing outside the Corpus Christi Metropolitan Statistical Area (MSA.)

#### 8. ASSIGNABILITY

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

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

9. OWNERSHIP OF DOCUMENTS

All documents including contract documents (plans and specifications), record drawings, contractor's field data, and submittal data will be the sole property of the City, may not be used again by the A/E without the express written consent of the Director of Engineering Services. However, the A/E may use standard details that are not specific to this project. The City agrees that any modification of the plans will be evidenced on the plans, and be signed and sealed by a professional engineer prior to re-use of modified plans.

10. DISCLOSURE OF INTEREST

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

CITY OF CORPUS CHRISTI

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

RECOMMENDED

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

\_\_\_\_\_  
Lawrence Mikolajczyk Date  
Director of Solid Waste

APPROVED AS TO FORM


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

ATTEST

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

KLEINFLEDER CENTRAL, INC.

\_\_\_\_\_  
Jerry Lipstreu Date  
5002 Ambassador Row  
Corpus Christi, TX 78416  
(361) 854-4774 Office  
(361) 854-4924 Fax

ENTERED   
AUG 1 2013  
CONTRACT MANAGERS

Project No. E13074  
Fund Name: Solid Waste Operating Fund  
Fund Source No. 530000-1020-12530-E13074  
Encumbrance No. \_\_\_\_\_



February 20, 2013  
Proposal No. 131847

City of Corpus Christi  
2525 Hygeia  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

Attention: Mr. Lawrence Mikolajczyk  
Director, Solid Waste Operations

**SUBJECT: J. C. Elliott Landfill  
Corpus Christi, Texas  
2013-2014 Groundwater Monitoring and Related Services**

Dear Mr. Mikolajczyk:

We are pleased to submit the following proposal for professional environmental services. This proposal presents the scope of work for expanded groundwater monitoring, and was developed on the basis of our discussions and review of our scope of work/cost for our previous work at the J. C. Elliott Landfill.

If a portion of this proposal does not meet your project needs, or if those needs have changed, Kleinfelder is prepared to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications, such as changes in scope, methodology, scheduling, and contract terms may result in changes to the quality of the assessments, as well as adjustment to our fees.

## **SCOPE OF BASIC SERVICES**

### **Project Summary**

This is a proposal for ground-water monitoring and related services at the J. C. Elliott Landfill. The project scope includes the following which are described in more detail below. Kleinfelder will:

- Prepare the 2013 annual ground-water monitoring report.
- Conduct detection monitoring sampling of landfill monitor wells in January and July 2014.

- Conduct verification re-sampling of wells exceeding background limits, prepare notices of exceedances, and submit results of resampling or alternate source demonstrations as necessary.
- Update estimates of intra-well background for metals by incorporating data collected in 2012 and 2013.

**Performance Period**

The services proposed herein will be performed for the City of Corpus Christi fiscal year beginning August 1, 2013 and ending July 31, 2014.

**Detection Monitoring**

Table 1 shows the planned Detection Monitoring schedule for the performance period. Kleinfelder will sample the 23-well system for the 15 total metals and volatile organic compounds specified in the current Ground Water Sampling and Analysis Plan (GWSAP). The monitoring list will also include iron, manganese, nitrate-nitrogen, ammonia-nitrogen, and dissolved organic carbon, which have been added to facilitate identification of geochemical processes that can mobilize metals, and which may assist with preparing alternate source demonstrations when background is exceeded in a well.

Kleinfelder will also collect up to 6 samples (3 per event) from the landfill leachate collection system to characterize the waste in terms of monitored constituents. These data may also assist in preparation of alternate source demonstrations and contaminant fate and transport modeling, and could justify removal of monitored constituents that are not present in the waste leachate.

The estimated cost of this activity is \$53,100.

**Table 1 - Planned FY 2013-14 Sampling Events**

<b>Event Type</b>	<b>January 2014</b>	<b>July 2014</b>
Detection	Wells: MW 1-2, 4-5, 7, 12, 16-32	Wells MW 1-2, 4-5, 7, 12, 16-32
Total Sampled	23 wells	23 wells

**Verification Re-sampling**

In the event that statistically significant increases (SSIs) above established background limits are identified in detection monitoring data, Kleinfelder will conduct verification sampling of the affected well(s) in which SSIs occurred.

The scope of re-sampling and analysis cannot be accurately anticipated. The budget for re-sampling includes 2 mobilizations and metals analysis for each detection-monitoring event. The assumptions are further explained in the Assumptions and Exclusions section below.

Kleinfelder may also prepare alternate source demonstrations, either alternatively or in conjunction with re-sampling. Kleinfelder will submit re-sampling results and alternate source demonstrations to the TCEQ.

The estimated cost for this activity is \$25,900.

### **Reporting**

Reporting includes evaluation of detection monitoring data, identification of SSIs, preparation of correspondence and submittals to TCEQ, and preparation of the Annual Report.

Kleinfelder will transmit 2 paper copies and 1 electronic copy of the report to the City of Corpus Christi and 3 paper copies to the TCEQ.

The estimated cost of this activity is \$19,600.

### **Background Update**

The background limits presently used to identify statistically significant increases in detection monitoring data were based on data collected from 2009 – 2011. Regulations at 30 TAC §407(a)(1) allow landfills to update background every 2 years, which period will be completed in July 2013. Kleinfelder proposes to update the background limits by incorporating the newer data as well as the Benchmark Practical Quantitation limits issued by TCEQ. DumpStat software will be used in accordance with the Ground Water Sampling and Analysis Plan.

Kleinfelder will transmit 2 paper copies and 1 electronic copy of the report to the City of Corpus Christi and 3 paper copies to the TCEQ.

The estimated cost of this activity is \$8,600.

### **Consulting Services and Contingency**

Consulting Services includes activities not specifically related to the collection, analysis, and reporting of data, such as permit modifications, alternate source demonstrations, and responding to TCEQ inquiries, notices of deficiency, notices of violation, or for other unanticipated costs.

The estimated cost for these services is \$5,000.

## Schedule

Work initiated under an existing contract with the City of Corpus Christi is continued under this proposal. The approximate schedule of events by quarter is presented in Table 2.

**Table 2 – FY 2013-14 Schedule**

<b>Fiscal Year</b>	<b>Quarter</b>	<b>Planned Activity</b>
2013-14	1 Aug-Oct, 2013	Evaluate data from July 2013 detection monitoring; conduct notification and verification sampling / alternate source demonstration as necessary.
	2 Nov 2013-Jan 2014	Submit Annual Monitoring Report late 2013. 1 <sup>st</sup> semiannual detection monitoring event of FY 2013-14 contract in January 2014
	3 Feb-Apr 2014	Evaluate data; conduct notification and verification sampling / alternate source demonstration as necessary.
	4 May - July 2014	2 <sup>nd</sup> semiannual detection monitoring event in July 2014

## Assumptions and Exclusions

1. Sampling labor estimates for detection monitoring are based on sampling all wells in 5 days, which is consistent with historical performance. The assumed sampling rate may or may not be realized due to weather delays, pump or other equipment failures, or other unforeseen events.
2. We have assumed, from the statistical methods used to estimate background limits and recent occurrences, that approximately 5% of the 15-analyte/23-well (345) comparisons will exceed the intra-well background, and that all VOCs will remain below TCEQ practical quantitation limits. Conservatively, we estimate that 9 wells will require re-sampling for 2 metals and that the event will last 2 days. We have further assumed that 4 wells will require re-sampling a second time to meet the pass-one-of-two statistical criterion for rejecting an SSI and that this event will last 1 day.
3. The extent of Consulting Services required during the project year cannot be fully anticipated. The budget should be understood to mean that Kleinfelder will provide these services up to the budgeted amount at our rates existing at the time of the service. The amount may also be used to cover unanticipated costs and/or failure to realize the assumptions used for other proposed activities.

4. The budget does not include meetings. Costs for time spent, travel, and preparation for meetings are an additional expense.
5. The budget anticipates a limited amount of time to respond to comments and requests for additional information from TCEQ. Excessive requests for information will be an additional expense.

#### **ADDITIONAL SERVICES**

The following services are not included in the *Basic Services* and will be considered as *Additional Services*, if required or requested:

- Meetings, interviews, and hearings.
- Costs associated with planning and implementing assessment monitoring.
- The services of specialty subconsultants or other special outside services not described in *Basic Services*.
- Any other services not specifically included in *Basic Services*.

#### **DELIVERABLES**

Deliverables will consist of reports as described in the Scope.

#### **COMPENSATION**

Kleinfelder proposes to perform the *Basic Services* on a **Time and Materials basis for \$112,200**. This amount will not be exceeded without prior approval. The Client and Kleinfelder may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation.

#### **LIMITATIONS**

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal was prepared specifically for the client and its designated representatives and may not be provided to *others without Kleinfelder's express permission*.



## AUTHORIZATION

Your standard service agreement can be used to authorize these services. We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or need additional information, please do not hesitate to call. We are committed to assist the City to ensure the success of this project.

Sincerely,

**KLEINFELDER CENTRAL, INC.**  
Texas Registered Engineering Firm – F5592

  
Don R. Rokohl, PE  
Senior Professional

  
Jerry Lipstred, SET  
Project Manager

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

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

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates</b>	<b>Bodily Injury &amp; Property Damage Per occurrence - aggregate</b>
<b>COMMERCIAL GENERAL LIABILITY</b> including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 COMBINED SINGLE LIMIT
<b>AUTOMOBILE LIABILITY</b> to included 1. Owned vehicles 2.. Hired – Non-owned vehicles	\$1,000,000 COMBINED SINGLE LIMIT
<b>PROFESSIONAL LIABILITY</b> 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
<b>WORKERS' COMPENSATION</b>	Which Complies with the Texas Workers Compensation Act
<b>EMPLOYERS' LIABILITY</b>	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
<b>Basic Services:</b>								
Preliminary Phase	\$15,117	\$0	\$15,117	\$0	\$1,000	\$1,000	\$1,000	7%
Design Phase	20,818	0	20,818	1,000	500	1,500	1,500	7%
Bid Phase	0	0	0	0	0	0	0	n/a
Report Phase	14,166	0	14,166	0	0	0	0	0%
Construction Phase	0	0	0	0	0	0	0	n/a
<b>Subtotal Basic Services</b>	<b>\$50,101</b>	<b>\$0</b>	<b>\$50,101</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>5%</b>
<b>Additional Services:</b>								
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	9,011	0	0	0	0	0%
Platting Survey	29,090	0	29,090	0	0	0	0	0%
Reporting	1,294	0	1,294	0	0	0	0	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	0	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
<b>Subtotal Additional Services</b>	<b>\$39,395</b>	<b>\$0</b>	<b>\$39,395</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>
<b>Summary of Fees</b>								
Basic Services Fees	\$50,101	\$0	\$50,101	\$750	\$1,500	\$2,500	\$2,500	5%
Additional Services Fees	39,395	0	39,395	0	0	0	0	0%
<b>Total of Fees</b>	<b>\$89,496</b>	<b>\$0</b>	<b>\$89,496</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>3%</b>



SUPPLIER NUMBER  
TO BE ASSIGNED BY CITY  
PURCHASING DIVISION

### CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

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

COMPANY NAME: Kleinfelder Central, Inc.

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

STREET ADDRESS: 5002 Ambassador Row CITY: Corpus Christi ZIP: 78416

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

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

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

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

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

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

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


**FILING REQUIREMENTS**

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

**CERTIFICATION**

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

Certifying Person: JERRY LIPSTREIN Title: PROJECT MANAGER  
(Type or Print)

Signature of Certifying Person:  Date: 1/10/13

**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.