

**CITY OF CORPUS CHRISTI
AMENDMENT NO. 1
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 **Urban Engineering**, a Texas corporation, 2725 Swantner Drive, Corpus Christi, Nueces County, Texas 78404, (Architect/Engineer – A/E), hereby agree as follows:

1. SCOPE OF PROJECT

Programmed Water Line Service Life Extension for City-Wide Distribution Repair and Replacement - Indefinite Delivery/Indefinite Quantity (IDIQ) Procurement (8610) - This contract amendment includes the preparation and development of five Indefinite Delivery/Indefinite Quantity (IDIQ) construction documents and delivery orders for the citywide replacement and repair program for waterlines in various locations.

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform professional services necessary to review and prepare plans, specifications, and bid and contract documents. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) and provide contract administration services, as described in **Amendment No. 1 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 **Amendment No. 1 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 **Amendment No. 1 Exhibit "B"**.

5. FEE

The City will pay the A/E a fee, as described in **Amendment No. 1 Exhibit "A"**, for providing services authorized, a revised fee not to exceed **\$228,440.00 (Two Hundred Twenty-Eight Thousand Four Hundred Forty Dollars and Zero Cents)** for a total restated fee not to exceed **\$267,540.00 (Two Hundred Sixty-Seven Thousand Five Hundred Forty Dollars and Zero Cents)**. Monthly invoices shall be submitted in accordance with **Amendment No. 1 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 70% 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 30% 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

Mark Van Vleck, P.E., Date
Interim Assistant City Manager
for Public Works and Utilities

URBAN ENGINEERING

 12/31/13

James L. Urban, P.E., Date
2725 Swantner Drive
Corpus Christi, Texas 78404
(361) 854-3101 Office
(361) 854-6001 Fax

RECOMMENDED

 1/3/14

Daniel Biles, P.E., Date
Executive Director of Public Works

 1-3-14

Operating Department Date

APPROVED

Office of Management Date
and Budget

ENTERED

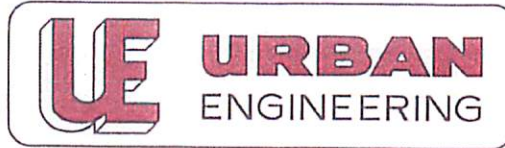
DEC 30 2013 

CONTRACT MANAGER

ATTEST

City Secretary

Project No: 8610
Fund Source No: 550950-4093-00000-180198
Fund Name: Water 2013 CIP (Rev Bds)
Encumbrance No: _____



Job No.: 33760.B3.02

December 3, 2013

TRANSMITTED VIA EMAIL

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

Subject: Amendment No.1 - Programmed Water Line Service Life Extension (#8610)
City-Wide Water Distribution System Repair and Replacement - ID/IQ Procurement

Dear Dan:

In response to a City request we are proposing the following contract amendment to the *Programmed Water Line Service Life Extension (#8610)*. It is our understanding that the City desires to establish a replacement and repair program for waterlines in various locations throughout the City. To accomplish this task we propose the following approach;

Phase I - In Phase I Urban Engineering will provide engineering and consulting services to prepare Indefinite Delivery/Indefinite Quantity (ID/IQ) construction bidding documents, assist in the bidding process, evaluate the bids and provide a recommendation of the successful bidder.

Once the successful bidder is under contract the City, at its discretion will authorize Urban Engineering to proceed with Phase II and Phase III.

Phase II (Not Authorized) - In Phase II Urban Engineering will provide engineering services to assess water distribution system data provided by the City. The data will be assessed in order to determine and or confirm whether water distribution works associated with selected City projects require repairs or full replacement.

Phase III (Not Authorized) - In Phase III, Urban Engineering will provide engineering services for preparation of delivery orders to be issued to the successful bidder determined in Phase I.

I. SCOPE OF SERVICES:

PHASE I

Task 1 – Design Phase Services (ID/IQ Bidding Documents)

- a. Attend (1) one kickoff meeting
- b. Provide Project Management services to ensure that the project deliverables that are provided meet the stakeholders requirements
- c. Review, study, and verify all comments and recommendations from the "lessons learned" and incorporate into the new City-wide Water IDIQ project contract documents. City of Corpus Christi to provide the minutes of meetings held during the preparation of the City-Wide Wastewater ID/IQ project.

(361)854-3101

2725 SWANTNER DR. • CORPUS CHRISTI, TEXAS 78404

FAX (361)854-6001

www.urbaneng.com

TBPE Firm #145

TBPLS Firm # 10032400

**AMEND. NO. 1
EXHIBIT "A"
Page 1 of 11**

Proposed Fee (Task 1 Items a through c): \$7,420

- d. Urban Engineering will develop a water main, valve, water service, hydrant, and meter, repair and replacement unit-price matrix for varying sizes of utilities. This table will also include ancillary items such as fence removal and replacement, seeding sodding, pavement repair, sidewalk repair, curb and gutter repair, traffic control, utility conflicts, waterline testing, etc.
- e. Prepare "hypothetical" final quantities and estimates of probable costs which will be used for bidder evaluation. Develop a revised bid item matrix which will provide benefits to the City with respect to economy of scale.
- f. Attend (2) two meetings to review the unit price matrix
- g. Engineer will prepare a sample delivery order to be included as an attachment in the bid documents. This document will clearly define the contractor's expectations on the type of information typically included in future delivery orders and the level of detail to be expected. In addition, it will provide clear guidance on the anticipated format of future delivery orders and will define the documents required, provide suggestions on the type of information recommended, and offer examples of plan sheets, photos, and cost estimates.
- h. Provide typical traffic control plans and standard traffic control measures for the various construction applications that can be reasonably anticipated. Include bid items for signage, illumination, markings and striping, and signalization. The City Traffic Engineering Department will have final authority on the appropriate traffic control set-ups for each delivery order site.
- i. Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that submittal of the pre-final, 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 staff.
- j. Urban Engineering will prepare construction contract documents (plans and specifications) for the City-Wide Water Distribution System Replacement and Repair ID/IQ Procurement. These plans and specifications will follow a format similar to the format that was developed for the *City Wide Collection System Rehabilitation and Replacement IDIQ Procurement (City Project E12161)* project.
 - i. Prepare one (1) set of PRE-FINAL and one (1) set of FINAL Contract and Bid Documents in City format (using City Standards as applicable), including Contract agreement forms, general conditions and supplemental conditions, notice to bidders, instruction to bidders, insurance, bond requirements, and preparation of other contract and bid related items; specifications and drawings to fix and describe, for one bid or for multiple bids, the size and character of the entire Project; description of materials to be utilized; and such other essentials as may be necessary for construction and cost analysis. Both packages will also be provided electronically in PDF and CAD formats. Said bid documents henceforth become the sole property and ownership of the City of Corpus Christi.
 - ii. Following the City's review of the PRE-FINAL submittal package, Engineer will assimilate all review comments and make the appropriate modifications and additions/deletions to the FINAL bid package. 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.
 - iii. Attend (1) one PREFINAL complete design meeting to review the contract and bidding documents. Attend (1) one FINAL complete design meeting to review the contract and bidding documents.

Proposed Fee (Task 1 Items d through j): \$59,570

Task 2 – Bid Phase Services

Urban Engineering will provide the following bid phase services:

- a. Attend Pre-Bid Meeting
- b. Attend Bid Opening
- c. Review and prepare responses to RFI's
- d. Prepare addenda as needed for the project execution
- e. Prepare a bid evaluation and provide a written recommendation to the City

Proposed Fee (Task 2): \$7,440

Task 3 - Construction Phase Services

The A/E will perform contract administration to include the following:

- a. Participate in pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements impacted the project.
- b. Review for conformance to contract documents, shop and working drawings, materials and other submittals.

Proposed Fee (Task 3): \$6,640

TOTAL PHASE I FEE: \$ 81,070

PHASE II (NOT AUTHORIZED)

Task 1 – Review and Assessment of Data Collected by the City (DO # 1 to DO # 5)

Urban Engineering will coordinate with the City to review the pipe material, age, repair and location data (including GIS data) collected and compiled by the City of Corpus Christi for the street overlay program (Delivery Orders 1 through 5, see attached). This data will be reviewed and assessed to confirm the need for replacement or repair of the selected water lines, as noted in the delivery orders.

Proposed Fee (Task 1): \$10,870

Task 2 – Review and Assessment of Additional Data Collected by the City

Urban Engineering will coordinate with the City to review, compile and assess additional data (including GIS data) collected by the City of Corpus Christi. This data will be used to determine the need for replacement of the selected water distribution works for up to five (5) additional delivery orders.

Proposed Fee (Task 2): \$10,870

Task 3 – Meetings

Urban Engineering will attend the following meetings with the City engineering and operations staff:

- a. Attend (1) one meeting with the City to discuss the proposed Delivery Orders (DO # 1 to DO # 5)

- b. Attend (1) one meeting with the City to discuss up to (5) five future delivery orders.

Proposed Fee (Task 3): \$3,360

TOTAL PHASE II FEE: \$25,100

PHASE III (NOT AUTHORIZED)

Task 1 - Delivery Order Preparation

- a. Engineer will perform site visits, review inspection reports, repair reports and meet with City to identify water distribution system issues and the possible rehabilitation options.
- b. Engineer will submit a "draft" version of each non-emergency delivery order for the City's review and comment prior to issuing the final delivery order.
- c. Delivery orders will include a short narrative of the expected work for each site, a site exhibit depicting work location, quantities, and rehabilitation methods, a utility base map identifying all known utilities in the area, an engineers estimate, and any other reference material that may aid the Contractor during construction including inspection reports, City work orders, old plans, etc.
- d. Review field and laboratory tests.
- e. 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.
- f. 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.
- g. Prepare change orders as authorized by the City (coordinate with the City's construction division).
- h. Make final inspection with City staff and provide the City with a Certificate of Completion for the project.

Proposed Fee: \$112,820

Task 2 - Topographic Survey

- a. Topographic survey is not anticipated to be needed on most deliver order sites, except where horizontal and/or vertical control is critical for the design and construction of the proposed improvements to avoid potential conflicts, and/or to confirm slopes, etc.
- b. The Topographic Survey allowance is based on one (1) 8-hr day of (2-man) field crew work and is sufficient for up to one (1) site.

Proposed Fee: \$3,810

Task 3 - Warranty Phase

- a. Engineer will prepare a list of all sites completed at the end of a 12-month period for the City and recommend acceptance of the sites and commencement of the warranty period. All listed sites will have the same completion date and warranty expiration date.
- b. Engineer will provide a warranty inspection of all sites toward the end of the 12-

month period and generate a warranty items punch list. The Warranty Phase allowance is based on one (1) 12-month warranty period.

Proposed Fee: \$5,640

TOTAL PHASE III FEE: \$122,270

II. SCHEDULE:

We proposed to complete the Phase I tasks described above within (60) sixty days of receiving the notice to proceed.

The schedule for Phase II and III will be determined once the project has been awarded to the successful bidder.

III. FEE:

For services authorized by the Director of Engineering Services, the City will pay the A/E a not-to-exceed fee as per the table below. All fees for Phases II and III are unauthorized at this time, requiring authorization by the Director of Engineering.

Summary of Fees

Basic Services Fees			
	PHASE I	PHASE II	PHASE III
1. Preliminary Phase	\$7,420		
2. Design Phase	\$59,570		
3. Bid Phase	\$7,440		
4. Construction Phase	\$6,640		
Subtotal Basic Services Fees	\$81,070		
Additional Services Fees (Allowances)			
1. Assessment/Selection of Proposed Work		\$25,100	
2. Delivery Order Preparation			\$112,820 ¹
3. Topographic Survey			\$3,810
4. Warranty Phase			\$5,640
Sub-Total Additional Services Fees	\$147,370	\$25,100	\$122,270
Total Fee	\$228,440		

Notes:

1. The Delivery Order allowance will be determined and billed, at rates shown in the Compensation Table below, as the final delivery orders are issued to the Contractor. The actual fee depends on the value of the delivery orders issued. The fee noted above is based on the City's Water CIP budget of \$2,375,126 for the Street Overlay Program (see attached).

The following compensation table will be used to determine the Delivery Order fee;

COMPENSATION TABLE

<u>Construction Cost of Delivery Order</u>	<u>A/E Fee</u>
\$0 to \$30,000	\$3,750 (Flat Rate)
\$30,000 to \$100,000	10.0%
\$100,000 to \$150,000	6.25%
\$150,000 to \$250,000	5.5%
\$250,000 to \$350,000	5.0%
Over \$350,000	4.75%

If the average value for a delivery order is \$475,025 then the total basic services fee would be as follows:

\$2,375,126 (estimated work)
Delivery orders = $\$2,375,126 / \$475,025 = 5$
Fee = 5 orders x \$475,025 x 4.75% = **\$112,820**

If the above is acceptable, please prepare an amendment to our AE Contract for signatures. Should you have any questions please let me know.

Sincerely,

URBAN ENGINEERING



J. Douglas McMullan, P.E.

JDM/

Enclosures

xc: Bill Green, P.E. – Engineering Services w/encl. via email

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

AMEND. NO. 1
EXHIBIT "B"
Page 1 of 3

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

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

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

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

INDEMNIFICATION AND HOLD HARMLESS

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

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

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



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: Urban Engineering

P. O. BOX: _____

STREET ADDRESS: 2725 Swantner **CITY:** Corpus Christi **ZIP:** 78404

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

DISCLOSURE QUESTIONS

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

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

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

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

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

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

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

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

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

FILING REQUIREMENTS

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

CERTIFICATION

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

Certifying Person: James L. Urban, P.E. **Title:** Principal
(Type or Print)

Signature of Certifying Person:  **Date:** 12/31/13

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.