

AGREEMENT
for
Construction Materials Testing and Engineering Services

This AGREEMENT is between the City of Corpus Christi, Texas, a Texas home-rule municipal corporation ("CITY"), acting through its duly authorized City Manager or designee ("City Engineer"), and **TOLUNAY-WONG ENGINEERS, INC.**, a Texas corporation or partnership ("LAB"), acting through its duly authorized representative who is Don R. Rokohl, P. E., Branch Manager, which agree as follows:

1. **DECLARATIONS.** "CITY" desires to engage "LAB" to provide services in connection with City's project, described as follows: Williams Drive Phase 3 from Staples Street to Airline Road BOND 2012 (Project No. E11116) ("PROJECT").

2. **SCOPE OF WORK.** "LAB" shall provide services to the PROJECT in accordance with the accompanying Scope of Services and Fee Schedule attached as Exhibit "A" and the Terms and Conditions to AGREEMENT attached as Exhibit "B".

3. **FEE.** The "CITY" agrees to pay the "LAB" for services provided in accordance with Exhibit "A", Scope of Services and Fee Schedule under this AGREEMENT, a total fee not to exceed \$112,135.00 (One Hundred Twelve Thousand One Hundred Thirty Five Dollars and Zero Cents). Monthly invoices will be submitted in accordance with Exhibit "C".

4. **INDEMNIFICATION AND HOLD HARMLESS.** The Consultant agrees to indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees as more fully set forth in Exhibit "D".

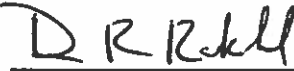
5. **CITY'S DISCLOSURE OF HAZARDOUS & TOXIC MATERIALS AND CONDITIONS AT THE PROJECT SITE.** To the best of the City's knowledge, based upon currently available information, the only hazardous or toxic materials, as defined by the laws and regulations of the Federal government, the state, and city which exist at the PROJECT SITE are as follows: None.

6. **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 and may not be used again by the "LAB" without the express written consent of the Director of Capital Programs. However, the "LAB" may use standard details that are not specific to this project.

CITY OF CORPUS CHRISTI

TOLUNAY-WONG ENGINEERS, INC.

Jeff Edmonds, P.E. (Date)
Director of Capital Programs


Don R. Rokohl, P.E. (Date)
Branch Manager
826 South Padre Island Drive
Corpus Christi, TX 78416
(361) 884-5050 Office

RECOMMENDED

Operating Department (Date)

APPROVED

Office of Management (Date)
and Budget

APPROVED AS TO LEGAL FORM

Assistant City Attorney (Date)
for City Attorney

ATTEST

City Secretary

Project No. E11116
Accounting Unit: 3496-043
Account: 550920
Activity: E11116 01 3496 EXP
Account Category: 50920
Fund Name: Storm Water 2012A BD 2012
Encumbrance No. _____



826 South Padre Island Drive
Corpus Christi, Texas 78416
Phone: (361) 884-5050

July 13, 2015

City of Corpus Christi
Department of Major Projects
1201 Leopard Street, Suite 300
Corpus Christi, Texas 78401

Via e-Mail: JohnM2@cctexas.com

Phone: (361) 826-3500

Attn: Mr. John Maggiore

Re: Construction Materials Testing Services For:
WILLIAMS DRIVE IMPROVEMENTS PHASE 3
Staples Street to Airline Road
Corpus Christi, Texas
City Project No. E11116
TWE Proposal No. P15-C069

Mr. Maggiore:

Tolunay-Wong Engineers (TWE) appreciates the opportunity to submit our detailed proposal to provide construction materials testing and inspection services for the above referenced project.

Upon your favorable review, we would appreciate the opportunity to meet with you to discuss the details of our proposal, as well as answer any questions you may have regarding its content.

Tolunay-Wong Engineers has established a reputation for excellence in the materials engineering field through a business philosophy based on quality professional services responsive to the needs of our clients. We thank you for the opportunity to serve you with this philosophy and your consideration for this project. If we may be of immediate assistance, please do not hesitate to contact this office.

Respectfully submitted,

Tolunay-Wong Engineers, Inc.

A handwritten signature in blue ink, appearing to read 'D. R. Rokohl', is written over the printed name.

Don R. Rokohl, P.E.
Branch Manager
drokohl@tweinc.com

DRR/drr

INTRODUCTION

TWE understands the importance of this project to you and the special needs associated with construction of a project of this type. Of particular importance is for the overall project team to be comprised of experienced professionals working together toward a common objective. This objective is to obtain a quality project, meeting the intent of the project specifications, as well as completion on schedule and within budget.

From our Corpus Christi facility located at 826 South Padre Island Drive, we will provide experienced engineering technicians to perform the on-site testing and inspection services. Additionally, we meet the requirements of ASTM E-329 "Standard Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials Used in Construction" regarding qualifications of the testing laboratory. Furthermore, our Corpus Christi laboratory is accredited in construction materials testing by the American Association of Laboratory Accreditation (A2LA).

WORK PLAN

TWE's approach to providing materials testing services is to assign qualified engineering technicians, directed by Senior Professional Engineers, experienced in their respective disciplines. Our assigned Project Manager will provide communication, service direction, and overall project coordination. It is presumed that the contractor and ready-mixed concrete producer will be encouraged to provide their own formalized quality control program separate and apart from our acceptance inspection/testing program stated herein.

We anticipate providing the majority of the required testing services for this particular project on a "part-time" basis. The anticipated services required on this project are as follows:

- A. In-Place Soil Compaction (nuclear method)
- B. Cast In-Place Portland Cement Concrete Inspection/Testing
- C. Hot Mix Asphalt Concrete Inspection/Testing

All reports of materials tests and inspection services provided will be issued to appropriate members of the project team. In the event individual reports indicate potential problems or items of non-conformance to the project specifications, you will be contacted as soon as possible.

SCOPE OF SERVICES

The specific materials monitoring services and laboratory tests anticipated for this project are as follows:

- A. In-Place Soil Compaction (Nuclear Method)
 - The technician will obtain samples of soil, borrow material and/or base materials and deliver them to our laboratory facility for testing. Laboratory testing will include Moisture/Density Relationships, Atterberg Limit determinations and sieve analysis.
 - The technician will perform in-place compaction testing (nuclear method) at the frequency required by the project specifications to determine the moisture content and degree of compaction.

B. Cast In-Place Portland Cement Concrete Monitoring/Testing

- The technician will sample the concrete in order to perform standard field tests and prepare test cylinders and/or beams in accordance with project specifications. The frequency of sampling will also be as directed by the project specifications. Standard field tests include slump, air content and temperature for normal weight concrete and will also include unit weight on all samples of lightweight concrete.
- TWE will cure the test specimens and perform compressive strength tests at the age designated by project specifications.
- The technician will visually estimate the slump of each load of concrete delivered and perform actual slump tests and other standard field tests when test specimens are prepared, or as necessary to evaluate concrete consistency.
- The on-site technician will monitor the concrete temperature, ambient temperature, mixing time, and placement procedures. The technician will also sample concrete at the frequency specified in the project specifications.
- The technician will record detailed information regarding the location of the placement, date of the placement, concrete mixture strength requirement and all other pertinent information.

C. Hot Mix Asphalt Concrete Inspection/Testing

- During lay down of hot mix asphalt concrete, the technician will obtain and record temperature of the mixture and obtain samples for laboratory testing.
- After lay down and compaction, the asphalt will be cored to determine and record in-place thickness, % air voids, and laboratory density. The in-place % air voids and in-place theoretical density will be determined from the asphalt cores in the laboratory.
- The asphalt samples obtained during lay down will be tested in the laboratory for extraction and gradation, laboratory density and stability, and maximum theoretical density (rice method).

COST ESTIMATE & GENERAL NOTES

In this section of the proposal you will find our cost estimate. Additional services or tests requested and not specifically addressed below will be invoiced per the standard fees set forth in our 2015 Fee Schedule.

Based on information provided to us at this time and an estimated construction schedule, we have established what we believe is the most realistic cost estimate for this project. Please remember that the units stated are only an estimate. Due to factors beyond our control such as weather, unforeseen conditions, subcontractor expertise, subcontractor scheduling, etc., the cost of our services may vary from the estimated amount.

We estimate the cost of the construction materials testing for our proposed Scope of Services will be \$112,135.00 as detailed in the following section, although all services will be invoiced on a time and materials basis.

A minimum 4-hour labor equivalent charge is applicable for all field testing and inspection services. Overtime rates for field personnel are applicable for all hours worked in excess of 8 hours per day, weekends, and holidays and are assessed at 1.5 times the standard rates. All field hours will be charged portal to portal from our Corpus Christi laboratory. All sample pick-ups will be charged travel time from portal to portal and will include associated vehicle charges. Administrative costs, Engineering consultation and evaluation in connection with field and laboratory testing services will be charged at a rate of approximately one hour for each 20 hours of field work performed.

Our prices include copies of our reports distributed through e-mail in accordance with your instructions. Additional copies mailed at \$0.50 per page. Direct expenses incurred in connection with the project will be invoiced at cost plus 15% for handling. Travel and lodging expenses for out of town assignments will be invoiced at cost plus 15% or \$125.00 per day, whichever is greater. Our terms are net 30 days upon receipt of invoice. Invoices will be submitted on a monthly basis.

Geotechnical Engineering • Environmental Field and Consulting Services • Construction Materials Testing • Deep Foundations Testing

COST ESTIMATE SUMMARY

Description		Unit	Quantity	Rate	Extension
Concrete Testing					
1	Mix Design Review	ea.	2	\$200.00	\$400.00
2	Construction Materials Technician, HR.	ea.	500	\$50.00	\$25,000.00
3	Vehicle Charge per trip	ea.	75	\$75.00	\$5,625.00
4	Sample Pick Up Per Trip	ea.	40	\$175.00	\$7,000.00
5	Comp. Strength of Concrete Cylinders	ea.	550	\$18.00	\$9,900.00
Soils and Flexible Base Material					
6	Construction Materials Technician, HR.	ea.	600	\$50.00	\$30,000.00
7	Vehicle Charge per trip	ea.	50	\$75.00	\$3,750.00
8	Sample Pick Up Per Trip	ea.	6	\$175.00	\$1,050.00
9	Nuclear Density Gauge Per Day	ea.	42	\$50.00	\$2,100.00
10	Standard Compaction Effort - ASTM D698 (Proctor)	ea.	4	\$150.00	\$600.00
11	Modified Compaction Effort - ASTM D1557 (Proctor)	ea.	2	\$175.00	\$350.00
12	Atterberg Limits	ea.	8	\$65.00	\$520.00
13	Sieve Analysis - ASTM D3282	ea.	4	\$60.00	\$240.00
14	Percent Finer Minus No. 200 - ASTM D1140	ea.	4	\$40.00	\$160.00
15	Wet Ball Mill Test	ea.	1	\$150.00	\$150.00
16	TxDOT Triaxial Test	ea.	1	\$1,100.00	\$1,100.00
Subgrade (Lime Treated)					
17	Atterberg Limits	ea.	6	\$65.00	\$390.00
Hot-Mix Asphalt Concrete					
18	Asphalt Technician, HR	ea.	100	\$50.00	\$5,000.00
19	Extraction/Gradation	ea.	11	\$250.00	\$2,750.00
20	Lab Density & Stability	ea.	11	\$205.00	\$2,255.00
21	Theoretical Density (Rice Method)	ea.	11	\$85.00	\$935.00
22	Thickness Cores - In Place	ea.	27	\$100.00	\$2,700.00
23	Core Bulk Density	ea.	27	\$55.00	\$1,485.00
21	Asphalt Binder Content	ea.	1	\$75.00	\$75.00
Project Management					
19	Project Manager, Hr.	ea.	60	\$100.00	\$6,000.00
20	Administrative Support, Hr.	ea.	60	\$50.00	\$3,000.00
Total Cost Estimate					\$112,135.00

TERMS AND CONDITIONS TO AGREEMENT

ARTICLE 1. SERVICES: "LAB" will:

- 1.1 Provide only those services requested by "CITY ENGINEER" that, in the opinion of "LAB", lie within the technical or professional areas of expertise of "LAB" and which "LAB" is adequately staffed and equipped to perform.
- 1.2 Perform technical services under the supervision of a licensed professional engineer and in compliance with the basic requirements of the appropriate standards of the American Society for Testing and Materials, where applicable, and other standards designated in writing by the "CITY ENGINEER."
- 1.3 Promptly submit formal reports (printed and electronic copies) of tests, inspections and services performed indicating, where applicable, compliance with the PROJECT specifications or other contract documents. Such reports must be complete and factual, citing the tests performed, methods employed, values obtained, and parts of the structure of THE PROJECT area subjected to any testing.
- 1.4 Utilize testing equipment which has been calibrated according to applicable standards and, upon request, submit to the "CITY ENGINEER", or his authorized representative, documentation of such calibration.

Secure representative samples of those materials that the City's Contractor proposes to use which require testing, together with relevant data concerning such materials including the point of origin and supplier.
- 1.5 Consider reports to be confidential, and distribute reports only to those persons, organizations or agencies specifically designated in writing by the "CITY ENGINEER".
- 1.6 Retain records relating to services performed for "CITY" for a period of two years following submission of any reports, during which period the records will be made available to the "CITY" at all reasonable times.
- 1.7 Pay salaries, wages, expenses, social security taxes, federal and state unemployment taxes, and any other similar payroll taxes relating to the services.

ARTICLE 2. CITY RESPONSIBILITIES: City Engineer or authorized representative will:

- 2.1 Provide "LAB" with all plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of services by "LAB".
- 2.2 Issue authorization in writing giving "LAB" free access to THE PROJECT site, and to all shops or yards where materials are prepared or stored.
- 2.3 Designate in writing those persons or firms which will act as the "CITY's" representative with respect to "LAB'S" services to be performed under this AGREEMENT and which must be promptly notified by "LAB" when it appears that materials tested or inspected are in non-compliance. Only the "CITY ENGINEER" or his designated representative have authority to transmit instructions, receive information and data, interpret and define the CITY's policies and decisions with respect to THE PROJECT. "LAB" acknowledges that certain "CITY" representatives may have different types of authority concerning THE PROJECT.
- 2.4 Advise "LAB" sufficiently in advance of any operations so as to allow for assignment of personnel by "LAB" for completion of the required services. Such advance notice will be in accordance with that established by mutual agreement of the parties.

- 2.5 Direct THE PROJECT contractor, either by the Construction Contract or direct written order to:
- (a) Stop work at the appropriate times for "LAB" to perform contracted services;
 - (b) Furnish such labor and all facilities needed by "LAB" to obtain and handle samples at THE PROJECT and to facilitate the specified inspection and tests;
 - (c) Provide and maintain for use of "LAB" adequate space at THE PROJECT for safe storage and proper curing of test specimens which must remain on THE PROJECT site prior to, during, and up to 60 days after testing.

ARTICLE 3. GENERAL CONDITIONS

- 3.1 "LAB", by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to THE PROJECT which, by custom or contract, are vested in THE PROJECT architects, design engineers, or any other design agencies or authorities.
- 3.2 "LAB" is not authorized to supervise, alter, relax, enlarge or release any requirement of THE PROJECT specifications or other contract documents nor to approve or accept any portion of the work. "LAB" does not have the right of rejection or the right to stop the work. "CITY ENGINEER" will direct THE PROJECT contractor to stop work at appropriate times for "LAB" to conduct the sampling, testing, or inspection of operations covered by the AGREEMENT.

ARTICLE 4. FIELD MONITORING AND TESTING

- 4.1 "CITY" and "LAB" agree that "LAB" will be on-site to perform inspections for contracted services. The "CITY" and "LAB" also agree that "LAB" will not assume responsibility for PROJECT Contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the final services provided by "LAB" will not relieve the PROJECT Contractor of his responsibilities for performing the work in accordance with THE PROJECT plans and specifications. For the purposes of this AGREEMENT, the word "inspection" is used to mean periodic observation of the work and the conducting of tests by "LAB" as specified in the AGREEMENT. Continuous monitoring by "LAB" or its subcontractors does not mean that "LAB" is approving placement of materials. Inspection is not and should not be construed to be a warranty by "LAB" to the "CITY" or any other party.
- 4.2 Samples collected or tested by "LAB" remain the property of the "CITY" while in the custody of the "LAB". "LAB" will retain the samples for a period of 60 days following the date of submission of any report related to the sample. Following the retention period, "LAB" will dispose of non-hazardous samples, and return hazardous, acutely toxic, or radioactive samples and samples containers and residues to "CITY". "CITY" agrees to accept such samples and samples containers.

ARTICLE 5. STANDARD OF CARE AND WARRANTY

Services performed by "LAB" will be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing under similar conditions in the same locality. No other warranty either expressed or implied is made or intended by the AGREEMENT or any reports. "LAB" will not be responsible for the interpretation or use by others of data developed by "LAB".

ARTICLE 6. SAFETY

"CITY" and "LAB" agree that, in accordance with the generally accepted construction practice, the PROJECT'S general contractor will be solely and completely responsible for working conditions on THE PROJECT, including safety of all persons and property during the performance of the work, and for

compliance with all municipal, state, and federal laws, rules and regulations, including OSHA. The duty of "LAB" in providing services is not, therefore, to include any review of, or responsibility for, the adequacy of the PROJECT'S general contractor's safety measures in, on, or near THE PROJECT site.

ARTICLE 7. INVOICES AND PAYMENT

"LAB" will submit progress invoices to "CITY ENGINEER" monthly and final invoice upon completion of services. Each invoice is due and payable by "CITY" within 30 days of receipt and approval to pay by the City Engineer.

ARTICLE 8. EXTENT OF AGREEMENT

- 8.1 This AGREEMENT, including Exhibit "A" and these terms and conditions, represents the entire AGREEMENT between "CITY" and "LAB" and supersedes all prior negotiation, representations or agreements, written or oral. This AGREEMENT may be amended only by a written instrument signed by duly authorized representative of "CITY" and "LAB". If any conflict occurs between these terms and conditions and this AGREEMENT, these terms and conditions are controlling.
- 8.2 In the event that any one or more of the provisions contained in this AGREEMENT are for any reason held invalid, illegal or unenforceable in any respect, the remaining terms will be in full effect and this AGREEMENT will be construed as if the invalid or unenforceable matters were never included in this AGREEMENT. No waiver of any default will be a waiver of any future default.
- 8.3 Neither party will assign this AGREEMENT without the express written approval of the other, but "LAB" may subcontract laboratory procedures as "LAB" deems necessary to meet the obligations of this AGREEMENT.

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%

Exhibit "D"
Mandatory Requirements

INDEMNIFICATION

Consultant shall fully indemnify, hold harmless, and defend the City of Corpus Christi and its officials, officers, agents, employees, volunteers, directors and representatives ("Indemnatee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and defense costs, caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Consultant or its agent, consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This Indemnification does not apply to any liability resulting from the negligent acts or omissions of the City of Corpus Christi or its employees, to the extent of such negligence.

Consultant must, at City's option, defend Indemnatee and with counsel satisfactory to the City Attorney.

Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.



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: Tolunay-Wong Engineers, Inc.

P. O. BOX: N/A

STREET ADDRESS: 826 South Padre Island Drive **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
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	Committee	Board, Commission or
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: Don R. Rokohl, P.E.

(Type or Print)

Title: Branch Manager

Signature of Certifying Person:

D-R Rokohl

Date: 2-11-15

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.