

## 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 Capital Programs) and **Transmap Corporation**, a Ohio corporation, 3366 Riverside Drive, Suite 103, Upper Arlington, Franklin County, Ohio 43221, (**Architect/Engineer – A/E**), hereby agree as follows:

### 1. SCOPE OF PROJECT

**Automated Pavement Condition Index Survey (Project No. E15194)** – The project provides for a collection of pavement condition index (PCI) scores for the City's entire 1,234 centerline miles of street system, implements the data into the City's MicroPaver, GIS systems, and Cartegraph, delivers reports and technical support.

### 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 Capital Programs.

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 Capital Programs. 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 Capital Programs. 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 Capital Programs.

The Director of Capital Programs 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 \$372,125.70 (Three Hundred Seventy Two Thousand One Hundred Twenty Five Dollars and Seventy 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 Capital Programs. 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

### Transmap Corporation

\_\_\_\_\_  
J. H. Edmonds, P.E.                      Date  
Director of Capital Programs

\_\_\_\_\_  
Howard Luxhoj, P.E.                      Date  
President/CEO  
3366 Riverside Drive, Suite 103  
Upper Arlington, OH 43221  
(614) 886-4100

### RECOMMENDED

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

### APPROVED AS TO LEGAL FORM

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

### APPROVED

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

### ATTEST

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

| Fund Name        | Accounting Unit | Account No. | Activity No.    | Account Category | Amount              |
|------------------|-----------------|-------------|-----------------|------------------|---------------------|
| Street Operating | 1041-12403-051  | 530000      | E15194011041EXP | 30000            | \$186,062.85        |
| Street Operating | 1041-12403-053  | 530000      | E15194011041EXP | 30000            | \$186,062.85        |
| <b>Total</b>     |                 |             |                 |                  | <b>\$372,125.70</b> |



September 10th, 2015

City of Corpus Christi, Texas  
Attn: Angie Menchaca, Contracts Funds Administrator  
1201 Leopard Street, 3rd Floor, Corpus Christi, Texas 78401

**RE: Request For Proposal (No. 2015-06), Automated Pavement Condition Index Survey**

Ms. Menchaca:

Thank you for allowing Transmap Corporation to propose our solutions. *We are pleased to present the City of Corpus Christi with our revised fee schedule for your Request For Proposal.* I have outlined a few key features that you will find beneficial in qualifying Transmap as the best provider for your pavement and roadway asset management needs:

- **Transmap/Bass & Welsh Engineering Team** - Strategic Partnership - PhDs, PEs, and GISPs on staff - **Licensed Texas PEs on team (No. 26677 & No. 36240)**
- **Texas Presence** - Excellent Texas project experience (City of Killeen, City of Midland, City of El Paso, City of Schertz, City of Conroe, City of Baytown, City of Stephenville)
- **GIS Focused** - Esri Public Works Solutions Partner - Web GIS reporting - Map-based analysis
- **Open Source** - Our open source policy allows for data to be seamlessly implemented into any software system (**MicroPAVER, Cartegraph, Esri, Maximo**)
- **Crack Map 3D** - 2015 2D/3D Laser Crack Measurement System (100% Coverage) - Field Verification (QA/QC) - ASTM Pavement Condition Analysis - Customer Delivery Interface
- **Technology Focused** - Latest mobile-mapping technologies - Dual systems (2 Ladybug5 30MP + 2 HD LiDAR) - Lasers - Robust calibration procedures

I can be contacted at [cschorling@transmap.com](mailto:cschorling@transmap.com) or on my mobile at 614-537-6297. For a digital copy of our proposal response, please log on to [tmap.pro/CC](http://tmap.pro/CC).

Best regards,

A handwritten signature in blue ink, appearing to read "CS", with a horizontal line extending to the right.

Craig Schorling, GISP  
Vice President  
Transmap Corporation

# TRANSMAP CORPORATION

|  | Quantity | Units | Unit Rate  | Total               |
|--|----------|-------|------------|---------------------|
| <b>Base Bid Item 1</b>   |          |       |            |                     |
| 1 Project Initiation   | 1        | LS    | \$0.00     | \$0.00              |
| 2 Network Referencing & GIS Linkage  | 1234     | CL-Mi | \$1.29     | \$1,591.86          |
| 3 Mobilization/Calibration of laser surface condition assessment equipment | 1        | LS    | \$0.00     | \$0.00              |
| 4 Laser surface condition assessment - roadway                             | 1616     | T-Mi  | \$45.99    | \$74,319.84         |
| 5 Mobilization/Calibration of subsurface condition assessment equipment    | 1        | LS    | \$0.00     | \$5,770.00          |
| 6 Subsurface Condition Survey (2 tests per block) - 30 miles per day       | 5        | Days  | \$3,195.00 | \$15,975.00         |
| 7 Data QA/QC, Processing, Format & Supply                                  | 1616     | T-Mi  | \$36.60    | \$59,145.60         |
| Additional Sampling (per sample)   |          | 1     | \$5.59     |                     |
| 8 Provision of Digital Images at 17-foot intervals*                        | 1616     | T-Mi  | \$0.00     | \$0.00              |
| 9 Field Reviews QA & Analysis  | 2        | EA    | \$0.00     | \$0.00              |
| 10 MicroPAVER Data Load - pavements  | 1        | LS    | \$1,925.00 | \$1,925.00          |
| 11 Cartegraph Data Load - pavements  | 1        | LS    | \$5,500.00 | \$5,500.00          |
| 12 Project Management  | 1        | LS    | \$6,775.00 | \$6,775.00          |
| <b>Total Base Bid 1</b>  |          |       |            | <b>\$171,002.30</b> |

|  |      |      |         |                     |
|--|------|------|---------|---------------------|
| <b>Base Bid Item 2</b>   |      |      |         |                     |
| 13 Asset Data Collection   | 1616 | T-Mi | \$0.00  | \$0.00              |
| 14 a. Signs & Support Inventory/Condition Database Development         | 1616 | T-Mi | \$22.50 | \$36,360.00         |
| b. Pavement Striping/Markings Inventory/Condition Database Development | 1616 | T-Mi | \$12.50 | \$20,200.00         |
| c. Bridge Inventory/Location Database Development                      | 1616 | T-Mi | \$3.75  | \$6,060.00          |
| d. Signals/Flashers/Controllers Database Development                   | 1616 | T-Mi | \$9.50  | \$15,352.00         |
| e. Curb & gutter Database Development                                  | 1616 | T-Mi | \$10.50 | \$16,968.00         |
| f. Storm drain inlet Database Development                              | 1616 | T-Mi | \$4.50  | \$7,272.00          |
| 15 Sign/Markings/Striping Retroreflectivity                            | 1616 | T-Mi | \$22.90 | \$37,006.40         |
| <b>Total Base Bid 2</b>  |      |      |         | <b>\$139,218.40</b> |

|  |   |    |            |                   |
|--|---|----|------------|-------------------|
| <b>Base Bid Item 3</b>   |   |    |            |                   |
| 16 User-friendly software/data base solution (Integrated System) | 1 | LS | \$1,005.00 | \$1,005.00        |
| 17 Onsite training   | 2 | DA | \$3,200.00 | \$6,400.00        |
| <b>Total Base Bid 3</b>  |   |    |            | <b>\$7,405.00</b> |

|                                   |    |    |          |                   |
|-----------------------------------|----|----|----------|-------------------|
| <b>Additive Alternate 1</b>       |    |    |          |                   |
| 18 Custom Report Development      | 40 | HR | \$125.00 | \$5,000.00        |
| <b>Total Additive Alternate 1</b> |    |    |          | <b>\$5,000.00</b> |

|                                   |     |    |         |                    |
|-----------------------------------|-----|----|---------|--------------------|
| <b>Additive Alternate 2</b>       |     |    |         |                    |
| 19 Technical Support              | 500 | HR | \$99.00 | \$49,500.00        |
| <b>Total Additive Alternate 2</b> |     |    |         | <b>\$49,500.00</b> |

|   |                     |
|---|---------------------|
| <b>Base Bid 1, 2 &amp; 3</b>                                | <b>\$317,625.70</b> |
| <b>Base Bid 1, 2 &amp; 3 + Additive Alternate 1</b>         | <b>\$322,625.70</b> |
| <b>Base Bid 1, 2 &amp; 3 + Additive Alternate 2</b>         | <b>\$367,125.70</b> |
| <b>Base Bid 1, 2 &amp; 3 + Additive Alternate 1 &amp; 2</b> | <b>\$372,125.70</b> |

\* If Proposer provides digital images at other than the specified interval, Proposer must convert their pricing to the specified interval.

THIS RFP IS FOR AUTOMATION OF THE STREET SURVEY BY MECHANIZED EQUIPMENT AND ASSOCIATED DATA TRANSFER/COLLECTION IN AN APPROPRIATE DATABASE. ANY SERVICES BY AN ENGINEER IS SUBSIDIARY TO THE WORK AND THEREFORE ARE NOT A FACTOR IN THE EVALUATION OF QUALIFICATIONS OR PRICE. THE FOLLOWING BID SHALL BE COMPLIANT WITH THE TERMS AND CONDITIONS OF RFP 2015-06 AUTOMATED PAVEMENT CONDITION INDEX SURVEY POSTED JULY 23, 2015.

## EXHIBIT B

### INSURANCE REQUIREMENTS & INDEMINIFICATION

#### I. CONSULTANT'S LIABILITY INSURANCE

- A. Consultant must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Consultant must furnish to the City's Risk Manager and Director of Capital Programs. two (2) copies of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.**

| TYPE OF INSURANCE  | MINIMUM INSURANCE COVERAGE  |
|--|---|
| <b>30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.</b>   | <b>Bodily Injury and Property Damage</b><br>Per occurrence - aggregate  |
| Commercial General Liability including:<br>1. Commercial Broad Form<br>2. Premises – Operations<br>3. Products/ Completed Operations<br>4. Contractual Liability<br>5. Independent Contractors<br>6. Personal Injury- Advertising Injury | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate   |
| AUTO LIABILITY (including)<br>1. Owned<br>2. Hired and Non-Owned<br>3. Rented/Leased   | \$1,000,000 Combined Single Limit   |
| PROFESSIONAL LIABILITY<br>(Errors and Omissions)   | \$1,000,000 Per Claim<br>\$2,000,000 Aggregate<br>(Defense costs not included in face value of the policy)<br>If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured. |
| WORKERS'S COMPENSATION<br>(All States Endorsement if Company is not domiciled in Texas)  | Statutory   |
| Employer's Liability   | \$500,000/\$500,000/\$500,000   |

- C. In the event of accidents of any kind related to this contract, Consultant must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

## II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Consultant must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Consultant will be promptly met. An All States Endorsement shall be required if Consultant is not domiciled in the State of Texas.
- B. 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.
- C. Consultant shall be required to submit a copy of the replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Consultant or as requested by the City. Consultant shall pay any costs incurred resulting from said changes. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Manager  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

- D. **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:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - 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;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. 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.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this contract.
- H. 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.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

#### 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.**



**COMPLETE PROJECT NAME**

Project No. xxxxxx

Invoice No. 12345

Invoice Date:

**Basic Services:**

Preliminary Phase  
 Design Phase  
 Bid Phase  
 Report Phase  
 Construction Phase  
 Subtotal Basic Services

**Additional Services:**

Permitting  
 Warranty Phase  
 Inspection  
 Platting Survey  
 Reporting  
 O & M Manuals  
 SCADA  
 Subtotal Additional Services

**Summary of Fees**

Basic Services Fees  
 Additional Services Fees  
**Total of Fees**

|                                     | Contract        | Amd No. 1  | Amd No. 2  | Total<br>Contract | Amount<br>Invoiced | Previous<br>Invoice | Total<br>Invoice | Percent<br>Complete |
|-------------------------------------|-----------------|------------|------------|-------------------|--------------------|---------------------|------------------|---------------------|
| 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                 |
| <b>Subtotal Basic Services</b>      | <b>\$50,101</b> | <b>\$0</b> | <b>\$0</b> | <b>\$50,101</b>   | <b>\$750</b>       | <b>\$1,500</b>      | <b>\$2,500</b>   | <b>5%</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          | 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%                  |
| <b>Subtotal Additional Services</b> | <b>\$39,395</b> | <b>\$0</b> | <b>\$0</b> | <b>\$39,395</b>   | <b>\$0</b>         | <b>\$0</b>          | <b>\$0</b>       | <b>0%</b>           |
|                                     |                 |            |            |                   |                    |                     |                  |                     |
| 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%                  |
| <b>Total of Fees</b>                | <b>\$89,496</b> | <b>\$0</b> | <b>\$0</b> | <b>\$89,496</b>   | <b>\$750</b>       | <b>\$1,500</b>      | <b>\$2,500</b>   | <b>3%</b>           |



City of  
Corpus  
Christi

## 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:** Transmap Corporation

**P. O. BOX:** Not applicable

**STREET ADDRESS:** 3366 Riverside Dr., Ste. 103 **CITY:** Upper Arlington **ZIP:** 43221

**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>Not applicable</u> |                       |                    |
| <u> </u>              |                       |                    |
| <u> </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>Not applicable</u> |       |
| <u> </u>              |       |
| <u> </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>Not applicable</u> |           |                      |
| <u> </u>              |           |                      |
| <u> </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>Not applicable</u> |            |
| <u> </u>              |            |
| <u> </u>              |            |

### FILING REQUIREMENTS

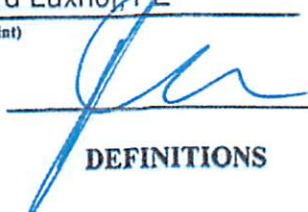
If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose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

Signature of Certifying  
Person:



Date:

8/13/15

### 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.