

**CITY OF CORPUS CHRISTI**  
**Engineering Design and Implementation**  
**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 **Maldonado-Burkett Intelligent Transportation Systems, LLP**, a Texas limited liability partnership, 3833 South Staples Street, Suite N214, Corpus Christi, Nueces County, Texas 78411, (**Consultant**), hereby agree as follows:

**1. SCOPE OF PROJECT**

**Traffic Management Center (Project No. E15124)** - This project includes a Communication Plan, Concept of Operations, Advance Transportation Management System Assistance, Operations and Maintenance Manual, ITS Support and Traffic Management Center (TMC) Infrastructure, Plan Layouts, Equipment, Installation and other services associated with the design or construction of the facility. This does the installation and configuration of TMC software integration at proposed facility.

**2. SCOPE OF SERVICES**

The Consultant hereby agrees to perform services to complete the Project, as detailed in **Exhibit "A"**. In addition, Consultant will provide monthly status updates (project progress or delays 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 Consultant (provide breakdown of costs, schedules), **and** written authorization is provided by the Director of Engineering Services.

**3. ORDER OF SERVICES**

The Consultant 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 Consultant and written authorization is provided by the Director of Engineering Services. The anticipated schedule of the preliminary phase, design phase, bid phase, and construction phase is shown on **Exhibit "A"**. This schedule is not to be inclusive of all additional time that may be required for review by the City staff and may be amended by or with the concurrence of the Director of Engineering Services.

The Director of Engineering Services may direct the Consultant 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. Consultant shall notify the City of Corpus Christi within three (3) days of notice if tasks requested requires an additional fee.

#### 4. FEE

The City will pay the Consultant a fee as described in **Exhibit "A"** for providing services authorized, a total fee not to exceed \$697,785.18. Monthly invoices will be submitted in accordance with **Exhibit "B"**.

#### 5. INDEMNITY

**Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees, or other entity, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control ("Indemnitee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the extent that the damage is caused by or results 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 or its employees, to the extent of such negligence.**

**Consultant shall defend Indemnitee, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee, the Consultant shall reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability.**

**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.**

#### 6. INSURANCE

6.1 Consultant must not commence work under this agreement until all required insurance 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.

6.2 Consultant must furnish to the Director of Engineering Services with the signed agreement 1 copies of Certificates of Insurance (COI) 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 COI. Project name and or number must be listed in Description Box of COI.**

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim \$2,000,000 Aggregate (Defense costs shall be outside policy limits) 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' COMPENSATION (All States Endorsement if Company is not domiciled in Texas)  Employer's Liability	Statutory  \$500,000 /\$500,000 /\$500,000

6.3 In the event of accidents of any kind related to this agreement, Consultant must furnish the City with copies of all reports of any accidents within 10 days of the accident.

6.4 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.

6.5 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. **Consultant is required to provide City with renewal Certificates.**

6.6 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 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: Engineering Services  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

**6.7 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:**

6.7.1 List the City and its officers, officials, employees and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy and professional liability/Errors & Omissions policy;

6.7.2 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;

6.7.3 Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

6.7.4 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.

6.8 Within five (5) calendar days of a suspension, cancellation or non-renewal 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.

6.9 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 remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

6.10 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 agreement.

6.11 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 agreement.

6.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

## 7. TERMINATION OF CONTRACT

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

## 8. 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.

## 9. ASSIGNABILITY

The Consultant 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 Consultant staff. If the Consultant 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 Consultant fee may be assigned in advance of receipt by the Consultant 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.

## 10. 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 Consultant without the express written consent of the Director of Engineering Services. However, the Consultant 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.

## 11. STANDARD OF CARE

Services provided by Consultant under this Agreement shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

## 12. DISCLOSURE OF INTEREST

Consultant agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract.

## 13. CERTIFICATE OF INTERESTED PARTIES

Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this contract, if required. For more information, please review the information on the Texas Ethics Commission website at <https://www.ethics.state.tx.us>.

## 14. CONFLICT OF INTEREST

Consultant agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

## 15. ENTIRE AGREEMENT AND CONTROLLING LAW

This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Nueces County, Texas.

## 16. CONFLICT RESOLUTION BETWEEN DOCUMENTS

Consultant hereby agrees and acknowledges if anything contained in the Consultant-prepared **Exhibit A**, Consultant's Scope of Services, or contained in any other document prepared by Consultant and included herein, is in conflict with this Agreement, this Agreement shall take precedence and control to resolve said conflict.

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
J. H. Edmonds, P.E. Date  
Director of Engineering Services

**RECOMMENDED**

\_\_\_\_\_  
Operating Department Date 2/12/16

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
Legal Department Date 2/15/16

**APPROVED**

\_\_\_\_\_  
Office of Management and Budget Date 2/16/16

**ATTEST**

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

**MALDONADO-BURKETT  
INTELLIGENT TRANSPORTATION  
SYSTEMS, LLP**

\_\_\_\_\_  
Ramon H. Maldonado, Jr., P.E. Date 2/8/16  
President  
3833 South Staples Street, Suite N214  
Corpus Christi, Texas 78411  
(361) 236-4611 Office

Project No. <u>E15124</u>
Accounting Unit: <u>3549-051</u>
Account: <u>550950</u>
Activity: <u>E15124013549EXP</u>
Account Category: <u>50950</u>
Fund Name: <u>Street CIP Bond 2012</u>
Encumbrance No. _____





October 29, 2015

Mr. Jeff Edmonds, P.E.  
Director  
Capital Programs  
1201 Leopard Street  
Corpus Christi, TX 78401

Re: E15124 Traffic Management Center – Amendment No. 1

Dear Mr. Edmonds:

MBITS is proposing an Amendment to proceed with the design of the Traffic Management Center. Below is a summary along with fees associated with this project.

**E15124 - Traffic Management Center Amendment No. 1**

This proposal will include defined Tasks (see attachment) for a total of \$697,785.18.

**Contents**

This package will include a Communication Plan, Concept of Operations, Advance Transportation Management System Assistance, Operations and Maintenance Manual, ITS Support and TMC Infrastructure, plan layouts, equipment, installation and other services associated with the design or construction of the facility. This package will not include front end documents, fiber splicing or installation of conduits.

**Schedule**

Schedule is still to be determined based on award and beginning of construction of the facility by others.

If you have any additional questions please let us know.

Best regards,

Ramon H. Maldonado Jr., P.E.

cc: Jerry Shoemaker, P.E.  
Chris Hale, P.E.  
Raymond Chong, P.E.  
Jorge Salinas  
Tony Salinas





## Task A - Concept of Operations (To be Completed by MBITS)

The concept of operations is the first examination of ideas for implementing Intelligent Transportation System (ITS) technologies and processes. It provides guidance and direction to transportation agencies to help ensure that subsequent actions and procurements result in the type of facilities and systems that best serve the agency's needs in a cost effective manner. It also assures that ITS operational needs are consistent with the resources and policies of the responsible agencies. The concept of operations receives input from the relationships, roles, needs, goals, plans, and programs of the responsible and implementing agency. It provides important outputs to be used in defining the type of system to be implemented; and in planning for associated operations and maintenance processes. It also supports training and documentation to ensure effective personnel performance. It considers and establishes the processes by which a City's traffic management center (TMC) will monitor and manage ITS network performance.

The City of Corpus Christi plans to implement an Advanced Transportation Management System (ATMS) to operate and control traffic signals and school flashers throughout the metropolitan area. The ATMS will be managed from the City's new TMC facility. The purpose of this Concept of Operations document is to provide a description of how the ATMS will be used to manage traffic operations for the City. This document will provide a non-technical explanation of the ATMS operational concept from the viewpoints of various stakeholders.

The Concept of Operations document will define the stakeholders agreement as to how ATMS is to be operated, which agencies (and who in within each agency) is responsible for what functions, and what lines of communication among agencies are. This document will state the high level function, system, and user requirements of the ATMS. This document can also be used to develop measures of effectiveness for validation of the ATMS.

The list of elements to be in the Corpus Christi Metropolitan Area document include:

Services to be provide by MBITS:

1. Operational Descriptions
  - a. Activities
  - b. Order of operations
  - c. Process procedures
  - d. Organizational structure
2. Operational Needs
  - a. City goals and objectives
  - b. Improvements to the existing systems
3. System Overview
  - a. Relationships of system components
  - b. Interfaces
  - c. System capabilities/functions
  - d. Goals and objectives



MBITIS

MBITIS

#### 4. Operational and Support Environment

- a. Facilities
- b. Equipment
- c. Hardware/software
- d. Personnel
- e. Operational procedures
- f. Operational support
- g. Maintenance

#### 5. Operational Scenarios

- a. Description of Traffic Management Center (TMC) operations from different user's perspectives for up to five scenarios ranging from normal to stress/failure conditions.

See Exhibit A for related fees.

### **Task B – Intelligent Transportation Systems (ITS) Master Plan and Communication Plan (To be Completed by MBITS)**

The ITS Master Plan and Communication Plan will be developed by the project team to provide a comprehensive understanding of the City's existing communication infrastructure; as well as future needs in support of the future traffic signal system network. This plan will enable the City to more efficiently and effectively use its current communication infrastructure assets; improve the cost effectiveness of providing ongoing system maintenance; and provide a methodology for future planning efforts. The report will include the following:

1. Introduction
  - a. Purpose
  - b. Goals and Objectives
2. Existing Communication Infrastructure
  - a. City
  - b. State
  - c. County
  - d. Police Department
  - e. Fire Department
  - f. Transit, Metropolitan Planning Organization (MPO) & Corpus Christi Regional Transportation Authority (CCRTA)
3. Planned Communication Infrastructure
  - a. City

- b. State (Master Plan received from State)
    - c. County (Master Plan received from County)
    - d. Transit, MPO & CCRTA
  - 4. Communications Requirements
    - a. Concept of Operations
    - b. Communication Network Requirements
      - i. Center to Center
      - ii. Center to Field
    - c. Protocols and Standards
    - d. Design Requirements
  - 5. Communication Alternative Analysis
    - a. Network Architecture
    - b. Communication Approach
  - 6. Communication Technology Evaluation
    - a. Fiber Optic
    - b. Wireless
    - c. Lease Lines
  - 7. Implementation Plan and Schedule
  - 8. Cost Estimate
  - 9. Recommendations
  - 10. City to incorporate Acyclia, an equipment software package the City is currently testing, and utilize it for analyzing traffic data and reducing congestion.
  - 11. Map of planned future signals and ITS devices with Pan Tilt Zoom cameras, Digital Message Signs, and Bluetooth locations.
  - 12. Description of Master ITS plans/vision
- See Exhibit A for related fees.



### **Task C – TMC Operations and Maintenance Manual (To be Completed by Iteris)**

The project team will develop a TMC Operations and Maintenance Manual to document operations procedures, maintenance procedures, and supporting documentation. The manual will be developed with input from City staff to help identify and document appropriate procedures. The manual will include:

- Key Contacts – Defines the key contacts that interface with the TMC (e.g. emergency, key city personnel, other jurisdictions)
- Operational Procedures – Defines the key functions conducted from the TMC and the operator interfaces with the TMC systems
- Maintenance Procedures – Defines the routine and preventative maintenance and procedures for emergency maintenance
- Appendix – Includes compilation of vendor maintenance manuals, training manuals, and warranty information

See Exhibit B for related fees.

### **Task D – Advanced Transportation Management System (ATMS) (MBITS to Assist City and Paradigm)**

A major component of the Concept of Operations is the section which describes ATMS activities during various operational scenarios; including interactions among agencies staff involved. This includes agency policies that may influence ATMS operations and the resources provided by each agency. Operational scenarios will be based on realistic responses to traffic operations. Some examples of this follow below:

Services to be provided by MBITS.

- A. MBITS to conduct Stakeholder meetings.
  1. Prioritize corridors

See Exhibit A for related fees.

### **Task E – Integration and Support (To be Completed by MBITS and Iteris)**

Later in the ATMS project development the system requirements will be created from the identified agency and user needs. The system requirements documents will then be written in more technical terms so as to be very clear and verifiable. All the agencies in the TMC will read and follow the document throughout the life of the ATMS. However the document should be updated when necessary to accurately reflect how the system actually operated and used.

#### **Task E.1 – Traffic Signal System Assessment and Network Design**

Services to be provided by MBITS & Iteris

- Task E.1.A – The MBITS Team will perform a field inventory, limiting the inventory and network design to 245 intersections and 184 school zone flashers, and identifying equipment required to implement the new network.

Services to be provided by Iteris

- **Task E.1.B** – Develop an Internet Protocol (IP) Network design and IP schematic that can be used as the basis for the Traffic Network; design will be documented with the systems architecture design and IP schematic
- **Task E.1.C** – Develop the IP addressing for all existing and planned field systems

#### **Task E.2 – TMC Architecture and System Design To Be Completed by Iteris**

Develop and document TMC Architecture and system design.

See **Exhibit B** for related equipment and fees.

#### **Task E.3 – TMC Equipment Procurement and Coordination**

Iteris will procure and install the following equipment:

- Video Wall
- Visual Control Station Processor
- TMC Conference Room Monitor
- Miscellaneous Installation Components
- Voice Mail System Option
- Audio System

Install equipment provided by Iteris as shown in **Exhibit B**.

#### **Task E.4 – Acceptance Testing and Training**

##### **Services to be provided by Iteris**

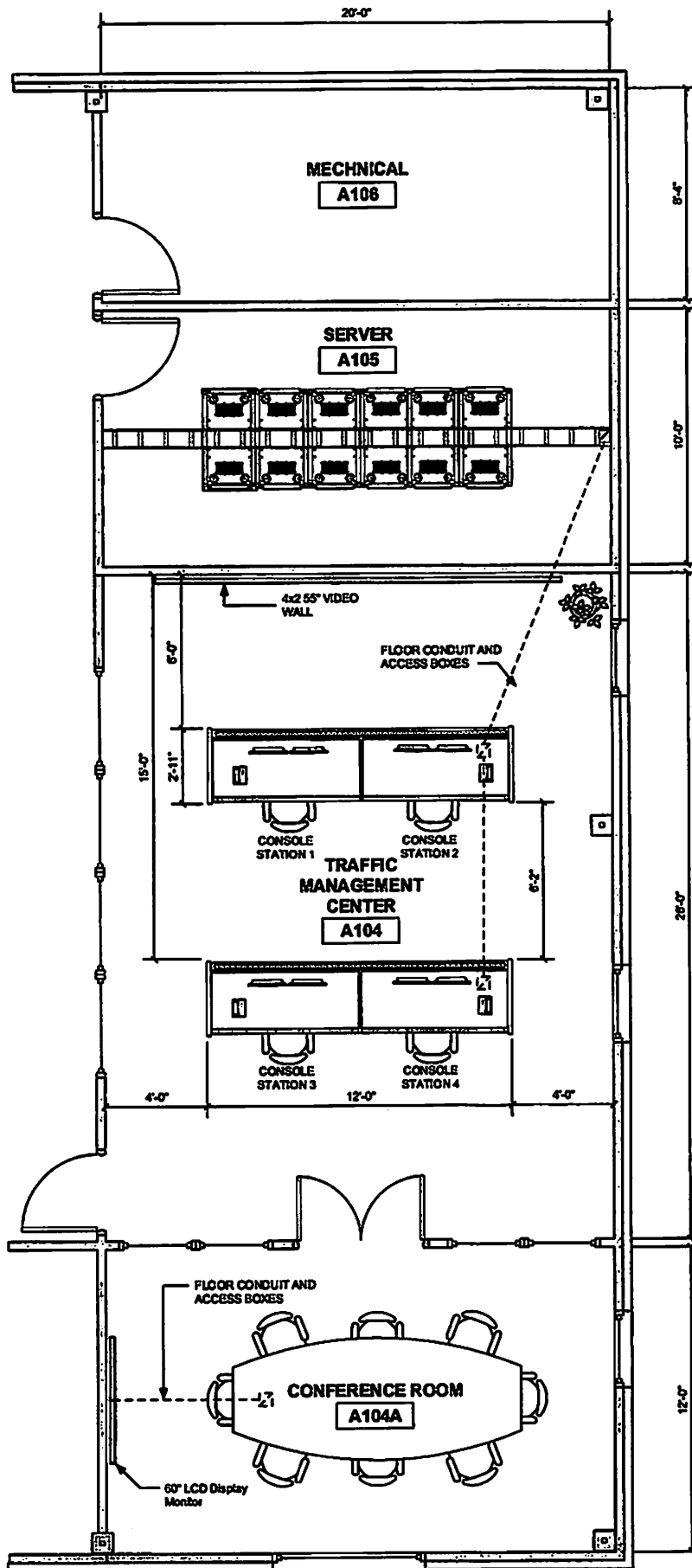
Upon completion of Tasks E.1-E.3, MBITS Team will conduct end to end Acceptance Testing to ensure all aspects of the design operate per design and to the city's satisfaction. Prior to any testing MBITS Team staff will complete a three-day training class for city staff. In this manner staff will have an option to oversee and participate in the testing.

#### **Task E.5 – Virtual Private Network (VPN) and Network Management Support**

##### **Services to be provided by Iteris**

MBITS Team will provide 12 months system support once system implementation is completed. In support of this task, MBITS Team will implement a VPN with the city's TMC network to ensure that MBITS Team can provide thorough on-going maintenance support. Support is only for 12 months and only for equipment provided by the MBITS team. The 12 months of support consists of 100 hours over the 12 month period. This does not cover equipment provided by the City or other outside sources.

There will be three submittals for each document (draft, revised draft, and final) and three meetings (initial input, review of comments on draft, and review of comments on revised draft).



**EXHIBIT "A"**  
Page 7 of 7



**Corpus Christi TMC Layout**

SCALE: 1/4" = 1'-0"

01-27-15



**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 Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent 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
Subtotal Basic Services	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
Permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Warranty Phase	0	0	0	0	0	0	0	n/a
Inspection	9,011	0	0	9,011	0	0	0	0%
Platting Survey	29,090	0	0	29,090	0	0	0	0%
Reporting	1,294	0	0	1,294	0	0	0	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	0	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$39,395	\$0	\$0	\$39,395	\$0	\$0	\$0	0%
Basic Services Fees	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
Additional Services Fees	39,395	0	0	39,395	0	0	0	0%
Total of Fees	\$89,496	\$0	\$0	\$89,496	\$750	\$1,500	\$2,500	3%



City of  
Corpus  
Christi

## 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:** Maldonado-Burkett Intelligent Transportation Systems, LLP

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

**STREET ADDRESS:** 3833 S. Staples St. Suite N214 **CITY:** Corpus Christi **ZIP:** 78411

**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

N/A Department (if known)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name Title

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name Board, Committee or Commission

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:** Ramon H. Maldonado Jr., P.E. **Title:** President  
(Type or Print)

**Signature of Certifying Person:**

 P.E.

**Date:** 2/6/16

### 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.