

**CITY OF CORPUS CHRISTI  
AMENDMENT NO. 1 to the  
CONTRACT FOR PROFESSIONAL SERVICES**

The City of Corpus Christi, Texas, hereinafter called "CITY," and **Texas A & M University Corpus Christi**, hereinafter called "TAMU-CC," agree to the following amendment to the Contract for Professional Services for **Packery Channel Monitoring Project (Project No. 18140A)** as authorized and administratively amended by:

|                   |                  |                         |             |
|-------------------|------------------|-------------------------|-------------|
| Original Contract | November 2, 2018 | Administrative Approval | \$49,991.00 |
|-------------------|------------------|-------------------------|-------------|

**IN THE ORIGINAL CONTRACT, EXHIBIT A, SCOPE OF SERVICES**, shall be modified as shown in the attached Exhibit A.

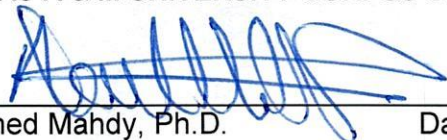
**IN THE ORIGINAL CONTRACT, COMPENSATION** shall be modified as shown in the attached Exhibit A for an additional fee not to exceed **\$188,123.00** for a total restated fee not to exceed **\$238,114.00**.

All other terms and conditions of the November 2, 2018 contract between the "CITY" and "TAMU-CC" and of any amendments to that contract which are not specifically addressed herein shall remain in full force and effect.

**CITY OF CORPUS CHRISTI**

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

**TEXAS A & M UNIVERSITY CORPUS CHRISTI**

 02/25/19  
\_\_\_\_\_  
Ahmed Mahdy, Ph.D.      Date  
Vice President for Research and Innovation  
6300 Ocean Drive, Unit 5844  
Corpus Christi, TX 78412-5844  
(361)825-3881 Office  
Ahmed.mahdy@tamucc.com

**APPROVED AS TO FORM**

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

**ATTEST**

\_\_\_\_\_  
City Secretary      Date

| Fund Name       | Accounting Unit | Account No. | Activity No.     | Amount              |
|-----------------|-----------------|-------------|------------------|---------------------|
| Packery Channel | 3278-717        | 550950      | 18140-A-3278-EXP | \$188,123.00        |
| <b>Total</b>    |                 |             |                  | <b>\$188,123.00</b> |

Encumbrance No. \_\_\_\_\_



February 18, 2018

Ms. Sarah West  
Major Projects Engineer  
Department of Engineering Services  
City of Corpus Christi  
City Hall  
201 Leopard St.  
Corpus Christi, TX 78401

Dear Ms. West;

**RE: Project No. 18140A, Amendment # 1  
Packery Channel Monitoring Program: 2019 Seasonal Survey/Analysis/Assessment**

Please find attached the requested statement of work (SOW) and budget for seasonal monitoring at Packery Channel to include survey, analysis and assessment in both the channel and along the adjacent beaches. The monitoring will include four Tasks outlined in the attached SOW and estimated budget.

The work is scheduled to start with the Winter 2019 survey/assessment, which is planned for April 2019. After conferring with the survey crew, it is unlikely that the survey can be completed with the delay in funding authorization. The survey crew has previous obligations that were scheduled in advance, and they anticipate limitations due to weather sea conditions during this dynamic time of year. Therefore, it may not be possible to complete the winter 2019 during April 2019. Should the survey not be possible in the limited timeframe, the peak winter survey will be deferred to 2020. The next scheduled survey is July 2019.

Limiting breaks in funding authorization provide the mechanism for sustaining long-term scheduling of surveys, which ensures that surveys at Packery Channel are conducted according to schedule. Coastal surveyors with the experience needed for complicated channel and nearshore surveys are in high demand and book well in advance due to limited windows of weather/sea opportunity. Since the monitoring program began in 2004, no seasonal surveys have been missed prior to the lapse in contract authorization by the City during 2018/2019.

The fee for the effort described in the attached SOW is \$188,123.

Texas A&M University-Corpus Christi appreciates the opportunity to continue to support the City in proactive management of Packery Channel through the continuation of the Packery Channel Monitoring Program.

Sincerely,

Ahmed Mahdy, Ph.D.  
Vice President for Research and Innovation



**Packery Channel Monitoring Program  
Seasonal Monitoring of Channel and Adjacent Beaches (Mustang and North Padre Island)  
Survey, Analysis, and Assessment**

**Statement of Work  
Amendment #1, Project No. 18140A**

**Submitted to:  
City of Corpus Christi  
Department of Engineering Services**

**Submitted by:  
Deidre D. Williams  
Deidre.Williams@tamucc.edu  
The Conrad Blucher Institute for Surveying and Science  
Texas A&M University-Corpus Christi**

Seasonal monitoring will be conducted at Packery Channel and annual monitoring will be conducted at the adjacent beaches along Mustang Island and North Padre Island. Surveys, analysis and assessment will be conducted at three seasonal peaks of change in the channel and one annual summer assessment will be conducted along the adjacent beaches. The proposed effort includes: 1) channel and beach surveys, 2) analysis and 3) assessment. The proposed annual summer monitoring effort will include three (3) unique surveys conducted at the peak of the summer season. Two additional abbreviated channel surveys will be conducted at the peak of the winter season and during the transitional peak spring season. Each channel survey/assessment serves a specific purpose. The peak summer seasonal survey marks the anniversary of channel completion in 2006 and documents the peak in annual net shoaling in the channel. The peak winter seasonal survey documents a time when scour dominates and sand is actively transported out of the channel into the Gulf of Mexico. The peak winter survey/assessment has been applied by City Staff to justify dredge deferment in the past. Deferral of dredging results in significant cost savings to the City. The transitional spring seasonal survey/assessment documents a historic period of rapid shoaling and the potential for depth limited navigation that has resulted in the City issuing navigation public safety warnings four (4) times since the channel was completed.

City Staff selected the 2019 seasonal survey suite from a larger suite of CBI recommended surveys that have been conducted annually and seasonally since 2006. Annual assessment will include analysis of change in the channel and along the beaches. The annual assessment will provide interpretation of status for City applications to planning for dredging and beach nourishment as well as the identification of shoals with the potential for depth limited navigation. Two additional abbreviated seasonal channel surveys are proposed to document the peak winter and spring channel status in the primary area of rapid shoaling. The two surveys were abbreviated in along-channel extent in an effort to meet budget restrictions. The focus of the surveys is to document change in shoaling location, elevation and volume along the most dynamic channel segment and area of nearshore ebb shoal development. These abbreviated surveys support both the calculation of volume change along the channel segment proposed for future dredging and support the identification of peaks shoal elevation that present the potential for depth-limited navigation. All

channel surveys are conducted in the channel segment with structural damage that occurred during and after Hurricane Harvey, therefore the survey and assessment may serve a dual purpose in providing information and documentation during the structural restoration process. With appropriate advance communication from the City Staff, the surveys can be timed to support these repair activities within the seasonal limitations and pending appropriate weather and sea forecast.

**The 2019 monitoring effort consists of the following tasks:**

**Winter Seasonal Survey (Task 1):**

- **Abbreviated Extent Bathymetric Survey (1)** (Multibeam sonar)
  - Extent:** Deposition Basin from HWY 361 to and including Entrance Channel and nearshore surrounding the channel mouth. Includes nearshore region of ebb shoal development during Nov 2018 and includes the area of scour north of and adjacent to the HWY 361 Bridge.
  - Purpose:** Identify shoal locations and potential for depth limited navigation, calculate channel volume change and potential available volume of sand for City Staff to apply to dredge and nourishment planning, track changes where the deep region of scour meets the scour protection at the HWY 361 Bridge.
- **Analysis and Assessment**
  - Calculate channel volume/annual change and develop guidance briefing for application to dredge and nourishment planning by City Staff
  - Identify channel locations that present the potential for depth-limited navigation
  - Determine net change in volume for application to dredge deferment by City Staff

**Transitional Spring Seasonal Survey (Task 2):**

- **Abbreviated Extent Bathymetric Survey (1)** (Multibeam sonar)
  - Extent:** Deposition Basin from HWY 361 to and including Entrance Channel and nearshore surrounding the channel mouth. Includes nearshore region of ebb shoal development during Nov 2018 and includes the area of scour north of and adjacent to the HWY 361 Bridge.
  - Purpose:** Identify shoal locations and potential for depth-limited navigation, calculate channel volume change and potential available volume of sand for City Staff to apply to dredge and nourishment planning, track changes in the deep region of scour adjacent to the scour protection at the HWY 361 Bridge
- **Analysis and Assessment**
  - Calculate channel volume/annual change and develop guidance briefing for application to dredge and nourishment planning by City Staff
  - Identify channel locations that present the potential for depth-limited navigation

**Annual Summer Seasonal Survey, Analysis and Assessment (Task 3):**

- **Full Extent Bathymetric Survey (1)** Multibeam sonar in channel and singlebeam sonar in Gulf of Mexico.
  - Extent:** **Design** channel footprint from the intersection of the Gulf Intracoastal Waterway (GIWW) to and including the nearshore around the mouth and nearshore in Gulf of Mexico



**-Purpose:** Identify shoal locations and potential for depth limited navigation. Calculate volume available for dredging and coordinate with beach nourishment need.

Obligation: EIS, Department of the Army (DOA) Cooperative Agreement and Public Safety

- **Beach Profile Survey (1)**

**-Extent (General):** Adjacent beaches along Mustang Island and North Padre Island from north of Fish Pass to approximately 0.5 mile south of Bob Hall pier along previously occupied transects

**-Extent (Focused)** Dense transect grid along the North Padre Island Seawall appropriate for nourishment planning

**-Purpose:** Applied to identify areas of erosion and coordinate with channel assessment for application by City Staff to beach nourishment planning and long-term sand management

- **Shoreline Position Survey (1)**

**-Extent:** Mustang and North Padre Island (Fish Pass to 1 mile south of Bob Hall Pier)

**-Purpose:** Monitor changes in beach width. Applied to guide beach nourishment planning and interim bollard location adjustment along the North Padre Island Seawall.

- **Analysis and Assessment**

**-Channel:** Calculate channel volume and annual change and develop guidance reporting for application to dredge and nourishment planning by City Staff

**-Channel:** Identify potential for depth limited navigation

**-Beach:** Document status of beach, calculate change in volume and shoreline position over annual period, and identify areas of erosion and accretion

#### **Meetings (Task 4)**

- Annual Briefing (1)
- Committee meetings (2) Island Strategic Action Committee (ISAC) and Watershore Beach Advisory Committee (WBAC)
- Beach Operations (4)

**Note:** This proposal describes an annual monitoring effort consisting of an annual summer seasonal assessment that includes a suite of unique surveys and two abbreviated winter and spring seasonal assessments. The annual monitoring effort includes a subset of a suite of three surveys/assessments that have comprised the Packery Channel Monitoring Program (PCMP) since 2006. The PCMP has successfully supported proactive management of these valuable coastal resources by the City of Corpus Christi and previously by the United States Army Corps of Engineers. Two documents were provided in 2018 to describe the scope of the full PCMP suite of surveys. These documents describe the purpose of each survey and define how the deletion of specific surveys and the subsequent assessment influence long-term planning. Both a Statement of Qualifications (SOQ) and an annual proposal (Williams 2018a and Williams 2018b) were previously submitted to City of Corpus Christi Engineering Staff. The monitoring described in the full proposal has been previously approved by the City Council since 2006 and was recommended in the past by the Island Strategic Action Committee (ISAC) and the Watershore Beach and Advisory Committee (WBAC). The approval of this proposal acknowledges that the City understands the implications of reducing the level of effort and information such that decisions will be made based on one annual assessment and two abbreviated seasonal assessments.

**Schedule:**

The abbreviated peak winter survey is scheduled between February and April due to the limited opportunity for an adequate window of appropriate sea and weather conditions. Due to delays in contract authorization, it is unlikely that it will be possible to conduct the peak winter survey by 30 Apr 2019. If it is not possible to complete the survey prior to 30 Apr 2019 then the winter survey will be deferred during 2019 and will be conducted between February and April 2020. The abbreviated spring survey is scheduled for July 2019.

The annual summer seasonal survey/assessment is recommended to coincide with the peak period of shoaling in the channel, thereby providing the most effective estimate of volume available for dredging and beach nourishment planning. The annual evaluation at the end of the summer season falls immediately in advance of the time targeted for maintenance dredging and beach nourishment to begin if conducted during the winter of 2019/2020. The previous dredge and nourishment was conducted between October and March; therefore, if staff communicate planning needs it is possible that the peak summer survey can be applied as the pre-dredge survey. The survey is recommended at the end of September 2019 but may be conducted as late as October or early November if delayed by tropical storms or as directed by City Staff.

All survey dates are subject to rescheduling based on forecasted conditions and actual date of contract authorization.

**Contract Period**

The recommended contract period is from 01 April 2019 to 31 May 2020 in order to accommodate the potential for the deferment of the 2019 peak winter survey to 2020.

**Deliverables:**

- xyz data and shapefiles (ESRI .shp) files
- Annual summary report and briefing
- Meetings: (1) City Briefing (4) Beach Operations (2) Committee

**Total Estimated Cost: \$188,123**

**Signature:**



**Dr. Ahmed Mahdy**  
**Vice President**  
**Division of Research and Innovation**

*Estimated Budget Next Page*



**Budget Project No. 18140A**

| <b>Tasks</b>  | <b>Original Contract</b> | <b>Amendment #1</b> | <b>Total</b>  |
|---|--------------------------|---------------------|---------------|
| <b>Abbreviated Survey</b>   |                          |                     |               |
| <b>Single 2018 Year Fall Abbrev. Channel Survey</b>   | \$ 49,991.00             |                     | \$ 49,991.00  |
| <b>Seasonal Surveys</b>   |                          |                     |               |
| <b>Task 1 – Abbreviated Winter Peak Scour Survey and Analysis/Assessment</b><br>Channel Bathymetry (Basin, Entrance, ebb shoal/nearshore in Gulf)   |                          | \$ 29,482.00        | \$ 29,482.00  |
| <b>Task 2- Abbreviated Transitional/Spring Navigation Shoaling/Hazard Survey and Analysis/Assessment</b><br>Channel Bathymetry (Basin, Entrance, ebb shoal/nearshore in Gulf)             |                          | \$ 29,482.00        | \$ 29,482.00  |
| <b>Task 3 – Annual Full Survey and Analysis/Assessment (Peak Summer)</b><br>Channel Bathymetry (GIWW to and including ebb shoal/nearshore in Gulf)<br>Beach Profile<br>Shoreline Position |                          | \$ 123,953.00       | \$ 123,953.00 |
| <b>Task 4 – Meetings: Beach Operations and Committee Meetings/presentations</b><br>4 Beach Operations<br>2 Committee Meetings<br>1 City Staff Briefing                                    |                          | \$ 5,206.00         | \$ 5,206.00   |
| <b>Total</b>  | \$ 49,991.00             | \$ 188,123.00       | \$ 238,114.00 |

**References:**

Williams, D.D, 2018a. Packery Channel Monitoring Program, Statement of Work: 2018/2019, Project Tasks and Cost Estimate, Proposal submitted July 2018.

Williams, D.D. 2018b. SOQ for FY2018 Capital Improvement Projects, Group C, Project 3, Packery Channel Monitoring Program submitted Feb 2018

**COMPLETE PROJECT NAME**  
Project No. XXXX  
Invoice No. 12345  
Invoice Date 01/01/2017

|                              | Total      |            |            | Current<br>Invoice | Previous<br>Invoice | Total<br>Invoice | Remaining<br>Balance | Percent<br>Complete |
|------------------------------|------------|------------|------------|--------------------|---------------------|------------------|----------------------|---------------------|
|                              | Contract   | Amd No. 1  | Amd No. 2  |                    |                     |                  |                      |                     |
| <b>Basic Services:</b>       |            |            |            |                    |                     |                  |                      |                     |
| Preliminary Phase            | \$1,000.00 | \$0.00     | \$0.00     | \$0.00             | \$1,000.00          | \$1,000.00       | \$0.00               | 100.0%              |
| Design Phase                 | \$2,000.00 | \$1,000.00 | \$0.00     | \$1,000.00         | \$500.00            | \$1,500.00       | \$1,500.00           | 50.0%               |
| Bid Phase                    | \$500.00   | \$0.00     | \$250.00   | \$0.00             | \$0.00              | \$0.00           | \$750.00             | 0.0%                |
| Construction Phase           | \$2,500.00 | \$0.00     | \$1,000.00 | \$0.00             | \$0.00              | \$0.00           | \$3,500.00           | 0.0%                |
| Subtotal Basic Services      | \$6,000.00 | \$1,000.00 | \$1,250.00 | \$1,000.00         | \$1,500.00          | \$2,500.00       | \$5,750.00           | 30.3%               |
| <b>Additional Services:</b>  |            |            |            |                    |                     |                  |                      |                     |
| Permitting                   | \$2,000.00 | \$0.00     | \$0.00     | \$500.00           | \$0.00              | \$500.00         | \$1,500.00           | 25.0%               |
| Warranty Phase               | \$0.00     | \$1,120.00 | \$0.00     | \$0.00             | \$0.00              | \$0.00           | \$1,120.00           | 0.0%                |
| Inspection                   | \$0.00     | \$0.00     | \$1,627.00 | \$0.00             | \$0.00              | \$0.00           | \$1,627.00           | 0.0%                |
| Platting Survey              | TBD        | TBD        | TBD        | TBD                | TBD                 | TBD              | TBD                  | TBD                 |
| O & M Manuals                | TBD        | TBD        | TBD        | TBD                | TBD                 | TBD              | TBD                  | TBD                 |
| SCADA                        | TBD        | TBD        | TBD        | TBD                | TBD                 | TBD              | TBD                  | TBD                 |
| Subtotal Additional Services | \$2,000.00 | \$1,120.00 | \$1,627.00 | \$500.00           | \$0.00              | \$500.00         | \$4,247.00           | 10.5%               |
| <b>Summary of Fees:</b>      |            |            |            |                    |                     |                  |                      |                     |
| Basic Services Fees          | \$6,000.00 | \$1,000.00 | \$1,250.00 | \$1,000.00         | \$1,500.00          | \$2,500.00       | \$5,750.00           | 30.3%               |
| Additional Services Fees     | \$2,000.00 | \$1,120.00 | \$1,627.00 | \$500.00           | \$0.00              | \$500.00         | \$4,247.00           | 10.5%               |
| <b>Total of Fees</b>         | \$8,000.00 | \$2,120.00 | \$2,877.00 | \$1,500.00         | \$1,500.00          | \$3,000.00       | \$9,997.00           | 23.1%               |

**Notes:**  
If needed, update this sample form based on the contract requirements.  
If applicable, refer to the contract for information on what to include with time and materials (T&M).



## EXHIBIT B-1

### CONFIDENTIAL RATE SHEET

Rate sheets are confidential pursuant to **section 552.104 of the Texas Government Code** since release of this information would give advantage to a competitor or bidder. In addition, **section 552.110 of the TX Govt. Code** protects third party commercial and financial information if release of the information would cause the third party substantial competitive harm. Final determination of confidentiality will be made by the Texas Attorney General.

**DOCUMENTATION OF PROVISIONAL / OVERHEAD RATES:** Overhead rate documentation has been provided to the City of Corpus Christi and was utilized in reviewing and approving the loaded hourly rates below.

**PRINCIPALS:** The Consultant must provide documentation with each payment request that clearly indicates how a Principal's time is allocated and the justification for that allocation.

| <b>PRINCIPAL(S):</b>       | <b>HOURLY RATE<br/>(\$/hr)</b> | <b>TX REGISTRATION #:</b> |
|----------------------------|--------------------------------|---------------------------|
|                            |                                |                           |
|                            |                                |                           |
|                            |                                |                           |
| <b>Project Consultant:</b> |                                |                           |
|                            |                                |                           |
| <b>CAD Technician:</b>     |                                |                           |
|                            |                                |                           |
| <b>Clerical:</b>           |                                |                           |
|                            |                                |                           |
| <b>Other – specify:</b>    |                                |                           |
|                            |                                |                           |
| <b>SUBCONSULTANT(S):</b>   |                                |                           |
| (firm)                     |                                |                           |
| <b>Principal(s):</b>       |                                |                           |
|                            |                                |                           |
|                            |                                |                           |
| <b>Project Consultant:</b> |                                |                           |
| <b>CAD Technician:</b>     |                                |                           |
| <b>Clerical</b>            |                                |                           |
| <b>Other – specify:</b>    |                                |                           |
|                            |                                |                           |

Add additional subconsultants as needed.

## EXHIBIT C

### INSURANCE REQUIREMENTS SPECIAL (TEXAS A&M UNIVERSITY - CORPUS CHRISTI)

#### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy 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 **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL and WC if applicable. **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>\$1,000,000 Aggregate                                       |
| AUTO LIABILITY (including)<br>1. Owned<br>2. Hired and Non-Owned<br>3. Rented/Leased   | \$1,000,000 Combined Single Limit   |
| WORKERS'S COMPENSATION<br>(All States Endorsement if Company is not domiciled in Texas)<br>Employers Liability   | Statutory and complies with Part II of this Exhibit.<br><br>\$500,000/\$500,000/\$500,000 |



- C. In the event of accidents of any kind related to this contract, Contractor 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, Contractor 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 statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor'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. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. 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. **Contractor 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, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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 Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor'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.

2018 Insurance Requirements  
Engineering  
Packery Channel Monitoring Services  
10/01/2018 cg Risk Management  
Valid Through 12/31/2018





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:** Texas A&M University-Corpus Christi

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

**STREET ADDRESS:** 6300 Ocean Dr., Unit 5844 **CITY:** Corpus Christi, TX **ZIP:** 78412-5844

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

### DISCLOSURE QUESTIONS

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

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

| Name | Job Title and City Department (if known) |
|------|--|
| 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 | Board, Commission or Committee |
|------|--------------------------------|
| 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:** Ahmed Mahdy, Ph.D.  
(Type or Print)

**Title:** Vice President for Research and Innovation

**Signature of Certifying Person:**



**Date:** 02/25/19

### 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.