

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

The City of Corpus Christi, Texas, hereinafter called "CITY," and **MOTT MACDONALD, LLC.**, hereinafter called "CONSULTANT," agree to the following amendment to the Contract for Professional Services **North Beach Coastal Protection (Project No. 18163A)** as authorized and administratively amended by:

| | | | |
|-------------------|----------------|-------------------------|-------------|
| Original Contract | April 24, 2019 | Administrative Approval | \$22,500.00 |
|-------------------|----------------|-------------------------|-------------|

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

IN THE ORIGINAL CONTRACT, ARTICLE III, COMPENSATION shall be modified as shown in the attached Exhibit A for an additional fee not to exceed **\$224,862.00** for a total restated fee not to exceed **\$247,362.00**.

All other terms and conditions of the April 24, 2019 contract between the "CITY" and "CONSULTANT" 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.
Director of Engineering Services

MOTT MACDONALD, LLC.

Josh Carter
Vice President
711 N. Carancahua St., Suite 1610
Corpus Christi, Texas 78401
(361) 661-3061 Office
Josh.carter@mottmac.com
Aaron.horine@mottmac.com

7/23/2019

APPROVED AS TO FORM

Legal Department Date

ATTEST

City Secretary

| Fund Name | Acct Unit | Acct No. | Activity No. | Amount |
|-----------------|-----------|----------|------------------|---------------------|
| ST 2019 Bd18 P1 | 3556-051 | 550950 | 18163-A-3556-EXP | \$224,862.00 |
| | | | | |
| Total | | | | \$224,862.00 |

Encumbrance No. _____



711 North Carancahua, Suite 1610
Austin, TX 78759

T 361-661-3061
mottmac.com

July 19, 2019

Sarah West, PE
City of Corpus Christi
1201 Leopard Street
Corpus Christi, TX 78401

**RE: Scope of Work
North Beach Coastal Protection (18163A) – Amendment No. 1**

Mrs. West:

Mott MacDonald is pleased to submit this scope of work and fee estimate to provide engineering and design services for assistance with the North Beach Coastal Protection Project for the City of Corpus Christi.

As part of the North Beach redevelopment plan, the City of Corpus Christi is evaluating solutions to reduce erosion on north beach and create habitat and recreational opportunities. The breakwaters and breakwater islands will serve as the protection of the upland redevelopment and proposed design of the Grand Canal system. Mott MacDonald has already completed Phase I, consisting of conceptual level numerical modeling and cursory Phase II design considerations.

Mrs. West, on behalf of the City of Corpus Christi, has requested Mott MacDonald provide a scope of services for the purpose of completing the work for Phase II of the North Beach Redevelopment project:

Task 1: Phase II

TASK 1.1: PROJECT REVIEW AND DATA COLLECTION

This task consists of a project review to verify the project's scope and objectives. Mott MacDonald will review available existing project data and make a determination of the need for any additional data collection.

Mott MacDonald will also attend one (1) meeting with the client, project partners, and other potential stakeholders in Corpus Christi to present and discuss the preliminary design and work necessary to complete the design, construction, and permit. The results of the meeting, data review, future data collection efforts, and design criteria will be summarized in a Memorandum of Project Understanding. Mott MacDonald will incorporate the City's comments upon and will attend one (1) meeting in person to discuss draft Memorandum of Project Understanding. A final Memorandum of Project Understanding will be submitted once comments are addressed.

In addition, Mott MacDonald will review all existing available data for the project site and collect review and collect additional data necessary for the design of the breakwater islands:

Topographic and Bathymetric Survey Review

Mott MacDonald will review new topographic and bathymetric survey data collected by others for accuracy and provide quality control of required coverage point files provided.

Geotechnical Data Collection

Mott MacDonald will review geotechnical borings collected by others and resulting analysis of bearing capacity of the soils (conducted by others) to support the proposed protection features to support the design efforts. Mott MacDonald will notify the City of any concerns related to the preliminary design of the breakwater island structures.

Seagrass/Oyster/Marsh Habitat Survey

A survey of seagrass, oysters, and marshes will be collected as part of this task with data taken along the bathymetric/wading transects to delineate extents of existing sensitive habitats within the project site. This data will be necessary for preliminary design in order to minimize impacts to sensitive habitats as well as during regulatory coordination to determine the impacts of the proposed design and identify any mitigation that may be required.

Task 1.1 Schedule: 8 weeks from NTP (schedule will rely on data being sufficiently collected by others to be submitted to Mott MacDonald)

Task 1.1 Deliverables (all to be included in the Memorandum of Project Understanding submittal):

(1) Map of seagrass/oyster/marsh habitat survey data (electronic PDF, AutoCAD and ASCII format delivered via email).

Task 1.1 Budget: \$35,678

TASK 1.2: COASTAL ENGINEERING AND ALTERNATIVE ANALYSIS

A Coastal Engineering Analysis will be developed to reflect current conditions at the project site. The coastal engineering will include an analysis of water elevations, winds, wind-generated waves, passing vessel pressure field effects, circulation, storm activity, and the resulting tide,

wind, and storm impacts on the project area. Mott MacDonald will develop up to three (3) alternatives for the breakwater islands which will be evaluated for optimal orientation, spacing, gap widths, and crest elevations using numerical modeling of waves to determine the optimal design and orientation, cost and effectiveness. Preliminary cost estimates for the alternatives will be included in an alternative matrix to facilitate ranking of alternatives and aid in Phase II decision making. Preliminary results will be presented to The City via PowerPoint Presentation one week following the submittal of the Draft Coastal Engineering and Alternatives Analysis Report. Feedback from this presentation and review of the report will be incorporated in preparation of final results. Based on The City's feedback, up to two (2) additional alternatives for the breakwater islands may be evaluated, for five (5) total alternatives. Final results will be documented in the Coastal Engineering and Alternatives Analysis Report which will be submitted to The City upon completion of this task.

This task will also include up to four (4) orthographic renderings of the alternatives will be created to be used as visual aides in documentation and presentations to The City. The City will provide input to Mott MacDonald on preferred renderings. The renderings and graphics will be of the quality and detail to allow for visualizations using SketchUp, AutoCAD, or similar three-dimensional rendering software.

It is anticipated that additional numerical modeling will be necessary during the final design stage.

Task 1.2 Schedule: Task 1.2 completed within 12 weeks of completion of Task 1.1.

Task 1.2 Deliverables:

- (1) Draft Coastal Engineering and Alternative Analysis Report in PDF format.*
- (2) PowerPoint Presentation of Coastal Engineering and Alternatives*
- (3) Final Coastal Engineering and Alternative Analysis Report in PDF format.*

Task 1.2 Budget: \$124,940

TASK 1.3: PRELIMINARY DESIGN

This task includes conducting preliminary engineering analyses for the proposed project components and development of a preliminary level estimate of probable construction cost. Design criteria will be discussed and decided upon with The City and will be used as the basis of design.

Design criteria are anticipated to include permissibility, constructability costs, effects on flood elevations (FIRM designations), benefits and potential negative impacts, and interactions of this project with the proposed canal system and existing adjacent structures. The preferred alternative from Task 1.2 will be further evaluated and discussed with The City and any other project stakeholders. This task will develop the design to a level sufficient for support of task 1.4.

Task 1.3 Schedule:

(1) Preliminary Design: 8 weeks from completion of Task 1.2

Task 1.3 Deliverables:

(1) Design Criteria and Basis of Design technical memorandum

(2) Preliminary design level drawings (permit level)

Task 1.3 Budget: \$19,698

TASK 1.4: PRELIMINARY REGULATORY COORDINATION

As part of this task Mott MacDonald will assemble the necessary documents for initiating discussions with U.S. Army Corps of Engineers (USACE). The intent of this Task will be to identify the appropriate USACE permitting approach and requirements which will be used to develop and submit a USACE permit application in later project phases.

As part of this task, Mott MacDonald will organize and attend a Pre-Application Meeting and/or a Joint Evaluation Meeting (JEM) in Corpus Christi with the USACE and other resource agencies. Mott MacDonald will organize the meeting and present the engineering analysis performed, proposed project details, proposed construction methods, and timeline for construction. The objective of the meeting in part will be to involve the agencies with the proposed design concept and to obtain feedback and implement such in the early stage of the permit application process.

Formal consultation with the US Fish and Wildlife Service (USFWS) or NOAA's National Marine Fisheries Service (NMFS) under Section 7 of the Endangered Species Act may be required for this project, but will not be addressed in this scope, however, Mott MacDonald will initiate the informal consultation process regarding endangered species with USFWS.

Coordination with the Texas General Land Office (TXGLO) will be included in this task, as it is understood that the beach area of North Beach is owned by TXGLO. Coordination with the Texas Historical Commission (THC) and compliance with Section 106 of the Historic Preservation Act will be required for USACE authorizations; during this phase of the project only a desktop review of cultural resources would be performed by

reviewing the Texas Historic Sites Atlas. A letter would be submitted to the THC requesting concurrence that the project would have no effect to historic properties. If THC requires additional analyses as part of the permit application, effort for those items will be addressed in the next phase of the project.

Task 1.4 Schedule: USACE JEM meeting conducted 10 weeks from completion of Task 1.3.

Task 1.4 Deliverables: Support documentation developed for JEM meeting with USACE.

Task 1.4 Budget: \$44,546

Amendment No. 1 Fee Estimate

| | |
|---|-----------|
| Task 1.1 Project Review and Data Collection | \$35,678 |
| Task 1.2 Coastal Engineering and Alternative Analysis | \$124,940 |
| Task 1.3 Preliminary Design | \$19,698 |
| Task 1.4 Preliminary Regulatory Coordination | \$44,546 |

Amendment No. 1 Total Fee\$224,862

Amendment No. 1 Schedule

The Parties shall meet the following schedule:

| <u>Party</u> | <u>Action</u> | <u>Schedule</u> |
|-------------------------------|---|---|
| Engineer | Furnish [1] electronic review copies and [2] printed copies of the Memorandum of Project Understanding and associated Task 1.1 deliverables to The City of Corpus Christi. | Within [8] weeks of the Commencement Date of the Amendment No. 1. |
| City of Corpus Christi | Submit comments regarding Memorandum of Project Understanding and associated Task 1.1 Deliverables to Engineer. | Within [2] weeks of the receipt of Memorandum of Project Understanding and associated Task 1.1 Deliverables from Engineer. |
| Engineer | Furnish [1] electronic final copies and [1] printed | Within [2] weeks of the receipt of The City's |

| | | |
|-------------------------------|--|--|
| | copies of the Memorandum of Project Understanding and associated Task 1.1 Deliverables to The City of Corpus Christi. | comments regarding the Memorandum of Project Understanding and associated Task 1.1 Deliverables to The City of Corpus Christi. |
| Engineer | Furnish [1] electronic review copies and [2] printed copies of the Coastal Engineering and Alternative Analysis Report to The City of Corpus Christi. | Within [12] weeks of the completion of Task 1.1 |
| City of Corpus Christi | Submit comments regarding Coastal Engineering and Alternative Analysis Report to Engineer. | Within [2] weeks of the receipt of Coastal Engineering and Alternative Analysis Report from Engineer. |
| Engineer | Furnish [1] electronic final copies and [1] printed copies of the Coastal Engineering and Alternative Analysis Report to The City of Corpus Christi. | Within [2] weeks of the receipt of The City's comments regarding the Coastal Engineering and Alternative Analysis Report to The City of Corpus Christi. |
| Engineer | Furnish [1] electronic review copies and [2] printed copies of the Preliminary Design to The City of Corpus Christi. | Within [8] weeks of the completion of Task 1.2 |
| City of Corpus Christi | Submit comments regarding Preliminary Design to Engineer. | Within [2] weeks of the receipt of Preliminary Design from Engineer. |
| Engineer | Furnish [1] electronic final copies and [1] printed copies of the Preliminary Design to The City of Corpus Christi. | Within [2] weeks of the receipt of The City's comments regarding the Preliminary Design to The City of Corpus Christi. |
| Engineer | Schedule USACE JEM meeting. | Within [10] weeks of the completion of Task 1.3 |

Assumptions

- Full/Complete regulatory coordination and permit applications are not included in this scope. The level achieved will be governed by agency feedback and Task 1.4 will be conducted on a time and material basis.
- Topographic and Bathymetric survey to be conducted by others and provided to Mott MacDonald by the City. Topographic and Bathymetric data collection is not part of this scope. The schedule for Task 1 will be dictated by timeliness of Mott MacDonald receiving a complete data set collected by others from The City.
- Geotechnical data and related geotechnical analysis will be conducted by others and provided to Mott MacDonald by the City. Geotechnical data collection is not part of this scope. The schedule for Task 1 will be dictated by timeliness of Mott MacDonald receiving a complete data set collected by others from The City.
- The City will provide all utility mapping data (if available) for the Breakwater vicinity.
- Publicly available meteorological data sets and previously developed numerical modeling input data will be used to force the numerical models. No new meteorological data will be collected.
- Scope does not include tasks beyond Task 1.4 of this proposal. Scopes for these services will be provided as described in this proposal.
- There is no underground pipeline within the footprint of the proposed breakwater island. Magnetometer data will not be required as part of this Phase II scope.
- No part of this scope will address regulatory coordination related to the canal system. Tasks in this scope will consider effects to proposed canal system entrance relative to altered current, wave, and sedimentation patterns.
- This scope does not include permit applications or PS&E.

Services under Tasks, 1.1, 1.2, and 1.3 are to be billed on a Lump Sum basis not to exceed \$180,316. Services under Task 1.4 will be billed on a Time and Materials basis not to exceed \$44,546. Mott MacDonald will invoice for the work monthly throughout the duration of the work. All invoices shall be paid within 30 days of submission. Fees and schedule are valid for 60 days from the date of this Scope of Services. Mott MacDonald will begin work immediately upon Notice to Proceed.

Please contact me with any questions.

Sincerely,

Mott MacDonald, LLC



A handwritten signature in blue ink, appearing to read 'A. Horine'.

Aaron Horine, PE
Principal Coastal Engineer
Ports and Coastal Practice
711 North Carancahua, Suite 1610
Corpus Christi, TX 78401
T 361.661.3061 M 281.813.9440
aaron.horine@mottmac.com

Proj No. 18163A - North Beach Coastal Protection

SUMMARY OF FEES - 7/19/2019

| | | Original Contract | Amd No.1 | Total |
|----------------------------------|-----------------------------------|-------------------|---------------|---------------|
| Basic Services fees | | | | |
| 1 | Preliminary Phase | \$ 22,500.00 | \$ 180,316.00 | \$ 202,816.00 |
| 2 | Design Phase | \$ - | \$ - | \$ - |
| 3 | Bid Phase | \$ - | \$ - | \$ - |
| 4 | Construction Administration Phase | \$ - | \$ - | \$ - |
| Subtotal Basic Services fees | | \$ 22,500.00 | \$ 180,316.00 | \$ 202,816.00 |
| | | | | |
| Additional Service Fees | | | | |
| 1 | Permitting (Time & Materials) | \$ - | \$ 44,546.00 | \$ 44,546.00 |
| 2 | Warranty Phase | \$ - | \$ - | \$ - |
| 3 | Inspection | \$ - | \$ - | \$ - |
| 4 | Platting Survey | \$ - | \$ - | \$ - |
| 5 | O & M Manuals | \$ - | \$ - | \$ - |
| 6 | SCADA | \$ - | \$ - | \$ - |
| Subtotal Additional Service Fees | | \$ - | \$ 44,546.00 | \$ 44,546.00 |
| | | | | |
| Total Authorized Fee | | \$ 22,500.00 | \$ 224,862.00 | \$ 247,362.00 |

COMPLETE PROJECT NAME

Project No. XXXX

Invoice No. 12345

Invoice Date 01/01/2017

| | Total | | | Current | Previous | Total | Remaining | Percent |
|------------------------------|------------|------------|------------|-------------|------------|------------|------------|----------|
| | Contract | Amd No. 1 | Amd No. 2 | Contract | Invoice | Invoice | Balance | Complete |
| Basic Services: | | | | | | | | |
| Preliminary Phase | \$1,000.00 | \$0.00 | \$0.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$0.00 | 100.0% |
| Design Phase | \$2,000.00 | \$1,000.00 | \$0.00 | \$3,000.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | 50.0% |
| Bid Phase | \$500.00 | \$0.00 | \$250.00 | \$750.00 | \$0.00 | \$0.00 | \$750.00 | 0.0% |
| Construction Phase | \$2,500.00 | \$0.00 | \$1,000.00 | \$3,500.00 | \$0.00 | \$0.00 | \$3,500.00 | 0.0% |
| Subtotal Basic Services | \$6,000.00 | \$1,000.00 | \$1,250.00 | \$8,250.00 | \$1,500.00 | \$2,500.00 | \$5,750.00 | 30.3% |
| Additional Services: | | | | | | | | |
| Permitting | \$2,000.00 | \$0.00 | \$0.00 | \$2,000.00 | \$0.00 | \$500.00 | \$1,500.00 | 25.0% |
| Warranty Phase | \$0.00 | \$1,120.00 | \$0.00 | \$1,120.00 | \$0.00 | \$0.00 | \$1,120.00 | 0.0% |
| Inspection | \$0.00 | \$0.00 | \$1,627.00 | \$1,627.00 | \$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 | \$4,747.00 | \$0.00 | \$500.00 | \$4,247.00 | 10.5% |
| Summary of Fees: | | | | | | | | |
| Basic Services Fees | \$6,000.00 | \$1,000.00 | \$1,250.00 | \$8,250.00 | \$1,500.00 | \$2,500.00 | \$5,750.00 | 30.3% |
| Additional Services Fees | \$2,000.00 | \$1,120.00 | \$1,627.00 | \$4,747.00 | \$0.00 | \$500.00 | \$4,247.00 | 10.5% |
| Total of Fees | \$8,000.00 | \$2,120.00 | \$2,877.00 | \$12,997.00 | \$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.

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

Add additional subconsultants as needed.

EXHIBIT C

Insurance Requirements

Pre-Design, Design and General Consulting Contracts

1.1 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.

1.2 Consultant must furnish to the Director of Engineering Services with the signed agreement a copy 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. **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.**

| TYPE OF INSURANCE | MINIMUM INSURANCE COVERAGE |
|--|--|
| 30-written day notice of cancellation, required on all certificates or by applicable policy endorsements | Bodily Injury and Property Damage Per occurrence - aggregate |
| PROFESSIONAL LIABILITY (Errors and Omissions) | \$1,000,000 Per Claim 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. |

1.3 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.

1.4 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.**

1.5 In the event of a change in insurance coverage, Consultant shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 business days of said change. Consultant shall pay any costs 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

1.6 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:

- 1.6.1 If the policy is cancelled, other than for nonpayment of premium, notice of such cancellation will be provided at least 30 days in advance of the cancellation effective date to the certificate holder;
- 1.6.2 If the policy is cancelled for nonpayment of premium, notice of such cancellation will be provided within 10 days of the cancellation effective date to the certificate holder.

1.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall notify City of such lapse in coverage and 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.

1.8 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 withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

1.9 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.

1.10 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.

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



City of
Corpus
Christi

SUPPLIER NUMBER
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: Mott MacDonald LLC

P. O. BOX: _____

STREET ADDRESS: 711 N. Carancahua CITY: Corpus Christi ZIP: 78401

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

DISCLOSURE QUESTIONS

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

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

| Name | Job Title and City Department (if known) |
|-------|--|
| 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: Joshua Carter Title: Vice President
(Type or Print)

Signature of Certifying Person:



Date: 7/23/2019

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.