

Legal Department	Date
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EXHIBIT "A"
CITY OF CORPUS CHRISTI, TEXAS

"CALALLEN DR."
PROJECT NO. 18009A
BOND ISSUE 2018

I. SCOPE OF SERVICES

A. BASIC SERVICES

For the purpose of this Contract, Design Phase services may include Design Development as applicable to Architectural/Engineering services.

1. Design Phase.

Upon approval of the preliminary phase, designated by receiving authorization to proceed from the City Project Manager, the A/E will:

- a) Provide coordination with electric and communication utility companies and private pipeline companies that may have existing facilities and must be relocated to accommodate the proposed improvements. Inform private utility and pipeline owners whose facilities fall within the project limits of the proposed improvements. Identify areas of potential conflicts. Coordinate with private utility and pipeline owners to obtain needed locations of their respective utility/pipeline, including Level A SUE by private utility/pipeline owner as necessary. Coordinate necessary adjustments and provide a project schedule to utility/pipeline owner. Provide utility/pipeline relocation schedule to the City and update monthly.
 - b) Coordinate with AEP and City Traffic Engineering to identify location of electrical power conduit for street lighting.
 - c) Identify the approximate locations and areas of existing utilities and pipelines that may have a significant potential impact on the proposed features or utilities and for which the existing location(s) cannot be adequately determined by the SUE investigation up to and including Level B, and which require a Level A exploratory excavation during the design phase. These critical locations and their basis of potential impact are to be clearly provided on a layout for the City PM.
 - d) Provide assistance to identify potential needs for testing, handling and disposal of any hazardous materials and/or contaminated soils that may be discovered during construction (to be included under additional services).
 - e) Prepare Construction Documents in City standard format for the work identified in the approved ELR. Construction plans to include improvements or modifications to the street, storm water, water, wastewater, gas, IT, signal, and lighting systems within the Project limits, per the Project scope. Include standard City of Corpus Christi detail sheets and specifications as applicable to the Project.
- 1. Prepare construction plans in compliance with CPPS using English units on (11"X17") sheets.
 - 2. Prepare Traffic Control and Construction Sequencing Plans. The TCP will include construction sequencing, typical cross section and construction phasing plan sheets, warning and barricades, as well as standards sheets for barricades, traffic control plan, work zone pavement markings and signage.

3. Provide pollution control measures and BMP layout for the Contractor's Storm Water Pollution Prevention Plan, using the City Standard Notes and BMP Detail Sheets as applicable.
4. Include computer model results and calculations used to analyze drainage.
- f) Submit one set of the **interim plans** (60% submittal) in electronic half-size (11" x 17") sheets using City Standards as applicable to City staff for review and approval purposes with 60% estimates of probable construction costs. Identify distribution list for plans and bid documents to all affected franchise utilities and stakeholders.
1. **Required** with the interim plans is:
 - a. Design Submittal Packet Checklist
 - b. Executive Summary of the 60% submittal," which will identify and briefly summarize the Project by distinguishing key elements of the Project, decisions made, outstanding issues, items TBD, Opinion of Probable Construction Costs (OPCC) compared to construction budget and the schedule with changes identified.
 - c. Project Submittal Checklist
 - d. Drawing Review Checklist
 - e. OPCC
 - f. Drawings
 - g. Draft Table of Contents with specification list
2. **Initiate** 60% submittal discussion with City PM to brief PM on any concerns or issues prior to distribution of 60% submittal.
- g) Participate in Project 60% review meeting. Prepare and distribute meeting meetings to attendees within five working days of the meeting. Assimilate all review comments, as appropriate, and upon confirmation from the City PM proceed to the 90% design.
- h) Submit one set of the **pre-final plans and bid documents** (90% submittal) in electronic half-size (11" x 17") sheets using City Standards as applicable to City staff for review and approval purposes. Include the 90% estimate of probable construction costs, 90% submittal Executive Summary, Submittal Packet, Project, and Drawing Checklists, responses to previous review comments and the Contract Document Book with in-line Track Changes in red to identify all proposed edits to the City Construction Contracts.
- i) Participate in Project 90% review meeting. Prepare and distribute meeting meetings to attendees within five working days of the meeting. Assimilate all review comments, as appropriate, and proceed to the pre-ATA submittal.
- j) Provide one (1) set of the **pre-ATA** plans (100% unsealed and unstamped) in electronic half-size (11" x 17") sheets using City Standards as applicable for City's Pre-ATA review. Include the pre-ATA OPCC and written responses to previous review comments. The pre-ATA (100%) submittal will not include a full distribution and review unless in the opinion of the City Project Manager the questions from the previous review have not been adequately addressed or resolved in the pre-ATA submittal. If this occurs, the PM may request additional distribution, meeting, review and related revisions at no additional cost to the City. See item (l) below.
- k) Assimilate all pre-ATA comments, as appropriate, and provide one (1) set of the **final plans and contract documents** (signed and sealed, electronic and half-size hard copy using City Standards as applicable) suitable for reproduction. Said bid documents henceforth become the shared intellectual property of the City of Corpus Christi and the Consultant. The City agrees that any modifications of the submitted final plans (for other uses by the City) will be evidenced on the plans

and be signed and sealed by a professional engineer prior to re-use of modified plans.

- l) Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that all submittals accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City. Additional revisions or design submittals are required (and within the scope of Consultant's duties under this Contract) if, in the opinion of the City Engineer or designee, Consultant has not adequately addressed City-provided review comments or provided submittals in accordance with City standards.
- m) Prepare and submit Monthly Status Reports to the Project Manager no later than the last Wednesday of each month with action items developed from monthly progress and review meetings.

The City staff will:

- a) Designate an individual to have responsibility, authority, and control for coordinating activities for the Project.
- b) Provide the budget for the Project specifying the funds available for the construction contract.
- c) Provide electronic copy the City's Standard Specifications, Standard Detail sheets, Front End Contract Documents, and forms for required bid documents.

3. **Bid Phase.**

The A/E will:

- a) Participate in the pre-bid conference to discuss scope of work and to answer scope questions.
- b) Review all questions concerning the bid documents and prepare any revisions to the plans, specifications, and bid form that are necessary.
- c) Analyze and evaluate bids, prepare bid tabulations within the established time frame, and make recommendations concerning the award of the contract..
- d) Assist with the review of the Contractor's Statement of Experience and confirm it meets Contract requirements.
- e) For bids over budget, the A/E will confer with City staff and provide and, if necessary, make such revisions to the bid documents as the City staff deems necessary to re-advertise the Project for bids.
- f) Provide two (2) hard copy sets and one (1) electronic set half-size (11" x 17") sheets of **conformed drawings and conformed Contract Documents** (PDF and original format [CAD/Word/etc.]) to the City.

The City staff will:

- a) Advertise the Project for bidding, maintain the list of prospective bidders, issue any addenda, prepare bid tabulation, and conduct the bid opening.
- b) Coordinate the review of the bids with the A/E.
- c) Prepare agenda materials for the City Council concerning bid awards.
- d) Prepare, review, and provide copies of the Contract for execution between the City and the Contractor.

4. **Construction Administration Phase.**

The A/E will perform contract administration to include the following:

- a) Participate in pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements impacting the project.
- b) Review Contractor submittals and operating and maintenance manuals for conformance to Contract Documents.
- c) Provide interpretations and clarifications of the Contract Documents for the Contractor and authorize required changes, which do not affect the Contractor's price and are not contrary to the general interest of the City under the Contract as requested by the Owner's Authorized Representative (OAR).
- d) Make periodic visits to the site of the Project to confer with the City Project Inspector and Contractor to observe the general progress and quality of work, and to determine, in general, if the work is being done in accordance with the Contract Documents. This will not be confused with the project representative observation or continuous monitoring of the progress of construction.
- e) Provide interpretations and clarifications of the plans and specifications for the Contractor and recommendations to the City for minor changes which do not affect the Contractor's price and are not contrary to the general interest of the City under the Contract as requested by the OAR
- f) Attend final inspection with City staff, provide punch list items to the City's Construction Engineers for Contractor completion, and provide the City with a Certificate of Completion for the Project upon successful completion of the Project.
- g) Review Contractor-provided construction "red-line" drawings. Prepare Project Record Drawings and provide a reproducible set and electronic file (both PDF and AutoCAD r.14 or later) within one (1) month of receiving the Contractor's red-line drawings. All drawings shall be CADD drawn using dwg format in AutoCAD, and graphics data will be in .dxf format with each layer being provided in a separate file. Attribute data will be provided in ASCII format in tabular form. All electronic data will be compatible with the City GIS system. The Record Drawings should incorporate the Contractor's red-lines and identify all changes made during construction. The Drawing Cover and each sheet should be clearly identified as the Record Drawing and should indicate the basis and date.
- h) When requested by the OAR, assist in addressing Request for Information (RFI) submitted by the Contractor.

The City staff will:

- a) Prepare applications/estimates for payments to Contractor.
- b) Conduct the final inspection with the Engineer.

B. ADDITIONAL SERVICES

This section defines the scope of additional services that may only be included as part of this contract if authorized by the Director of Engineering Services. A/E may not begin work on any services under this section without specific written authorization by the Director of Engineering Services. Fees for Additional Services are an allowance for potential services to be provided and will be **negotiated** by the Director of Engineering Services as required. The A/E shall, with written authorization by the Director of Engineering Services, perform the following:

1. Permit Preparation.

Furnish the City all engineering data and documentation necessary for all required permits. The A/E will prepare this documentation for all required signatures. The A/E will

prepare and submit identified permits **as applicable** to the appropriate local, state, and federal authorities, including:

- a) Texas Department of Licensing and Regulation (TDLR)
 - 1. Register the project with the Texas Department of Licensing and Regulation (TDLR) and pay associated fee.
 - 2. Provide copy of Contract Documents along with appropriate fee to TDLR for review and approval of accessibility requirements for pedestrian improvements by a Registered Accessibility Specialist (RAS).
 - 3. Coordinate RAS inspection services at the end of construction and pay associated fee.

2. **Topographic and Right-of-Way (ROW) Survey.**

All work must comply with Category 1-A, Condition I specifications of the *Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas*, latest edition. All work must be tied to and in conformance with the City's Global Positioning System (GPS) control network. All work must comply with all TxDOT requirements as applicable. Include references tying Control Points to a minimum of two (2) registered NGS Benchmark Monuments in the vicinity of the Project that will not be disturbed by construction. Survey sheets shall be sealed, provided to the City and included in the bid document plan set.

- a) Establish Horizontal and Vertical Control.
- b) Establish both primary and secondary horizontal/vertical control.
- c) Set project control points for Horizontal and Vertical Control outside the limits of area that will be disturbed by construction.
- d) Horizontal control will be based on NAD 83 State plane coordinates (South Zone), and the data will have no adjustment factor applied – i.e. – the coordinate data will remain in grid.
- e) Vertical control will be based on NAVD 88.
- f) All control work will be established using conventional (non-GPS) methods. Perform topographic surveys to gather existing condition information.
- g) Locate proposed soil/pavement core holes as drilled by the City's Geotechnical Engineering Consultant.
- h) Obtain x, y, and z coordinates of all accessible existing wastewater, storm water, water, IT and gas lines as well as any other lines owned by third-parties and locate all visible utilities, wells and signs within the apparent ROW width along project limits. Survey shall include utility marking from the Texas 811 request.
- i) Open accessible manholes and inlets to obtain information on structure invert, type, and size; and all related pipe size, type, invert, orientation, and flow direction.
- j) Everything up to and including Level B subsurface engineering (SUE) is to be included in Topographic Survey. Surveying services related to Level A SUE are not included in Topographic and ROW Survey services, but shall be provided as part of the scope of work for SUE below, if needed.
- k) Locate existing features within the apparent ROW.
- l) Locate and identify trees, at least five inches in diameter, and areas of significant landscape or shrubs within the apparent ROW.
- m) Generate electronic planimetric base map for use in project design.
- n) Obtain finished floor elevations of critical and habitable structures along the roadway corridor as needed to certify drainage design criteria are met.

- o) The survey should not stop at the property line, but should extend beyond the property line as needed to pick up features and surface flow patterns in the vicinity of the Project that could potentially impact the design or be impacted by the construction. This includes features such as existing swales or ditches, foundations, loading docks/overhead doors, driveways, parking lots, etc.
- p) Research plats, ROW maps, deed, easements, and survey for fence corners, monuments, and iron pins within the existing ROW and analyze to establish existing apparent ROW.
- q) Provide a preliminary base map containing apparent ROW, which will be used by the A/E to develop the proposed alignment and its position relative to the existing and proposed ROW. This preliminary base map must show lot or property lines, addresses, and significant business/facility names.

3. **Environmental Issues.**

Identify and develop a scope of work for any testing, handling and disposal of hazardous materials and/or contaminated soils that may be discovered during construction.

4. **Public Involvement.**

Participate in two public meetings. One public meeting shall be held after submittal of the Final Engineering Letter Report and one public meeting shall be held prior to start of project construction. Prepare exhibits for meetings. Provide follow-up and response to citizen comments. Revise contract drawings to address citizen comments, as directed by the City. Significant revisions based on public meeting feedback may be negotiated for an additional fee.

Due to COVID-19 restrictions the above requirement for public meeting involvement may change to digital public outreach. This digital public outreach includes the responding to and communicating with resident questions and concerns provided to you by the Engineering PIO, development of additional exhibits to highlight project details, reviewing of public outreach materials including brochures, mailouts, website, and social media graphics to ensure accuracy of documents, and additional zoom style meetings with stakeholders as needed during both the construction and design phase of the project.

6. **Subsurface Utility Investigation (Level A).**

SUE investigation for all utilities (City and third party) shall be conducted to Level B as part of Topographic Survey referenced above and in accordance with ASCE Standard "ASCE C-I, 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data". A sealed Level A SUE report shall be provided to the City and included in the bid documents as an appendix.

- a) Provide subsurface utility engineering in accordance with ASCE Standard "ASCE C-I, 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" including, but not limited to, hydro-excavation. The proposed subsurface utility investigation will be as follows:
 - i) Excavation – The SUE scope includes working with a subsurface utility excavator to perform Quality Level A investigation of underground utilities in specified areas through the project limit. Quality Level A includes the use of minimally intrusive excavation equipment at critical points to determine the horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics. Utilities located at this quality level will be physically located and tied to the

topographic survey control. The utility will be identified, and an elevation will be obtained to the top of the utility.

7. **Construction Observation Services.** To Be Determined.

8. **Warranty Phase.**

Provide a maintenance guaranty inspection toward the end of the one-year period after acceptance of the Project. Note defects requiring contractor action to maintain, repair, fix, restore, patch, or replace improvement under the maintenance guaranty terms of the contract. Document the condition and prepare a report for the City staff of the locations and conditions requiring action, with its recommendation for the method or action to best correct defective conditions and submit to City Staff. Complete the inspection and prepare the report no later than sixty (60) days prior to the end of the maintenance guaranty period.

Provide the services above authorized in addition to those items shown on Exhibit "A-1" Task List, which provides supplemental description to Exhibit "A". Note: The Exhibit "A-1" Task List does not supersede Exhibit "A".

II. SCHEDULE

Date	Activity
	NTP
Complete	Draft ELR submittal
Complete	City Review
Complete	Final ELR submittal
8 Weeks	60% Design Submittal
3 Weeks	City Review
5 Weeks from City Review	90% Design Submittal
3 Weeks	City Review
2 Weeks from City Review	100% Pre-ATA Submittal
2 Weeks from City Review	Final Sealed Bid Package
2 Weeks from City Review	Advertise for Bids
2 Weeks from Advertise for Bids	Pre-Bid Conference
2 Weeks from Pre-Bid Conference	Receive Bids
8 Weeks from Receive Bids	Contract Award
2 Weeks from Contract Award	Begin Construction
20 Weeks from Begin Construction	Complete Construction

III. FEES

A. **Fee for Basic Services.**

The City will pay the A/E a fixed fee for providing all "Basic Services" authorized as per the table below. The fees for Basic Services will not exceed those identified and will be full and total compensation for all services outlined in Section I.A.1-4 above, and for all expenses incurred in performing these services. **The fee for this project is subject to the availability of funds. The Engineer may be directed to suspend work pending receipt and appropriation of funds.** For services provided, A/E will submit monthly statements for services rendered. The statement will be based upon A/E's estimate (and with City's concurrence) of the proportion of the total services completed at the time of billing. City will make prompt monthly payments in response to A/E's monthly statements.

B. **Fee for Additional Services.**

For services authorized by the Director of Engineering Services under Section I.B. "Additional Services", the City will pay the A/E a not-to-exceed fee as per the table below:

Calallen Drive from Red Bird Lane to Burning Tree Lane (Bond 2018 Proposition A)
CITY PROJECT NO. 18009A
SUMMARY OF FEES

	Original Contract	Amendment No. 1	Total Contract
Basic Services:			
Preliminary Phase	\$ 49,500.00		\$ 49,500.00
Design Phase	\$ -	\$ 129,856.28	\$ 129,856.28
Bid Phase	\$ -	\$ 10,060.21	\$ 10,060.21
Construction Admin	\$ -	\$ 39,100.22	\$ 39,100.22
Subtotal Basic Services	\$ 49,500.00	\$ 179,016.71	\$ 228,516.71
Additional Services:			
Permit Preparation	\$ -	\$ 1,548.36	\$ 1,548.36
Topographic Survey	\$ -	\$ 11,151.09	\$ 11,151.09
ROW Acquisition Survey	\$ -	\$ -	\$ -
Environmental Issues	\$ -	\$ -	\$ -
Public Involvement	\$ -	\$ 11,807.28	\$ 11,807.28
Subsurface Utility Investigation (Level A)	\$ -	\$ -	\$ -
Construction Observation	\$ -	\$ -	\$ -
Warranty Phase	\$ -	\$ 1,579.41	\$ 1,579.41
CCTV Coordination	\$ -	\$ -	\$ -
Subtotal Additional Services	\$ -	\$ 26,086.14	\$ 26,086.14
Summary of Fees:			
Basic Services Fees	\$ 49,500.00	\$ 179,016.71	\$ 228,516.71
Additional Services Fees	\$ -	\$ 26,086.14	\$ 26,086.14
Total Authorized Fees	\$ 49,500.00	\$ 205,102.85	\$ 254,602.85

Sample form for:
Payment Request
AE Contract
Revised 02/01/17

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

	Contract	Amd No. 1	Amd No. 2	Total Contract	Current Invoice	Previous Invoice	Total Invoice	Remaining Balance	Percent Complete
Basic Services:									
Preliminary Phase	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	100.0%
Design Phase	\$2,000.00	\$1,000.00	\$0.00	\$3,000.00	\$1,000.00	\$500.00	\$1,500.00	\$1,500.00	50.0%
Bid Phase	\$500.00	\$0.00	\$250.00	\$750.00	\$0.00	\$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	\$0.00	\$3,500.00	0.0%
Subtotal Basic Services	\$6,000.00	\$1,000.00	\$1,250.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services:									
Permitting	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$500.00	\$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	\$0.00	\$1,120.00	0.0%
Inspection	\$0.00	\$0.00	\$1,627.00	\$1,627.00	\$0.00	\$0.00	\$0.00	\$1,627.00	0.0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal Additional Services	\$2,000.00	\$1,120.00	\$1,627.00	\$4,747.00	\$500.00	\$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	\$1,000.00	\$1,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services Fees	\$2,000.00	\$1,120.00	\$1,627.00	\$4,747.00	\$500.00	\$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	\$1,500.00	\$3,000.00	\$9,997.00	23.1%

Notes:

A PURCHASE ORDER NUMBER MUST BE INCLUDED ON ALL INVOICES AND INVOICE CORRESPONDENCE. FAILURE TO COMPLY WILL RESULT IN DELAYED PAYMENT OF INVOICES.

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 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 3-year reporting period provisions or be maintained for 3 years after project completion.

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, with the exception of professional liability, which may be on a per claims made 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 Consultant is 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

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 Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

1.7 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.

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 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.

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 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: Govind Development, LLC

P. O. BOX:

STREET ADDRESS: 9510 Leopard

CITY: Corpus Christi

STATE: TX

ZIP: 78410

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	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	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	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	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.

Oscar R. Martinez

Chief Operating Officer

Certifying Person (Type or Print)

Title:



February 19, 2021

Signature of Certifying Person

Date:

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.