

CHAPARRAL SIDEWALK IMPROVEMENTS AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Chaparral Sidewalk Improvements Agreement (this "**Agreement**") is entered into between the City of Corpus Christi, Texas (the "**City**"), Realtex Construction, LLC, a Texas limited liability company ("**Realtex**"), Cosmopolitan Corpus, LLC, a Texas limited liability company ("**Owner**"), and TPEG Cosmo Completion, LLC, a Texas limited liability company ("**TPEG Completion**"), and pertains to construction of sidewalk improvements on Chaparral Street between Lawrence Street and Schatzell Street in Corpus Christi, Texas.

WHEREAS, voters approved the Downtown Streets – Chaparral from Williams to Schatzell improvement project (the "**Bond Project**") in Bond 2008, Proposition One;

WHEREAS, the Bond Project included new curbs, widened sidewalks, textured concrete and/or pavers, street pavement, street lights and traffic control, new trees, shrubs, irrigation and landscape lighting;

WHEREAS, Reytec Construction was awarded the construction contract for the Bond Project on September 18, 2012;

WHEREAS, Owner originally had streetscape improvements planned for Chaparral Street, Lawrence Street and Mesquite Street;

WHEREAS, in August 2013, Realtex anticipated demolition of the existing building located at the corner of Chaparral Street and Lawrence Street to begin in October 2013 and requested that the City delay the major improvements to the sidewalk on Chaparral Street adjacent to the Cosmopolitan;

WHEREAS, the City removed the line items necessary to complete the sidewalk improvements adjacent to the Cosmopolitan from the scope of the Bond Project; and

WHEREAS, Owner contracted with Realtex to build The Cosmopolitan of Corpus Christi (the "**Cosmopolitan**") at 401 North Chaparral Street, which is within the boundaries of the Bond Project;

WHEREAS, as of April 15, 2016, Realtex assigned all of its right, title and interest under its construction contract with Owner to TPEG Completion;

WHEREAS, TPEG Completion has contracted with Bridgeview Construction, LLC ("**Bridgeview**") to act as a construction manager to assist TPEG Completion in completing construction of the Cosmopolitan;

WHEREAS, Realtex, Bridgeview and any subcontractors engaged by Realtex or TPEG Completion have the qualifications and experience to perform the sidewalk improvements on Chaparral Street; and

WHEREAS, the City is able to contract with Realtex and TPEG Completion to act as the City's agent in the construction of the sidewalk improvements pursuant to Local Government Code section 271.908;

NOW, THEREFORE, the parties hereto (the "**Parties**") agree as follows:

Section 1. Term. This Agreement is effective upon execution by the City Manager or his/her designee and shall continue in force for one year from the effective date or until completion of the Project, whichever date occurs first.

Section 2. Scope of the Project. The sidewalk improvements (the "**Work**") to be performed by Realtex and TPEG Completion are detailed in **Exhibit A**.

Section 3. Obligations of City.

- A. City will provide Realtex and TPEG Completion with a copy of the plans and specifications created by Gignac and Associates for the sidewalk improvements of the Chaparral Street Improvements, Bond 2008. The plans for the Work are attached as **Exhibit A**.
- B. City may inspect the construction of the Work.
- C. City shall perform a final inspection of the Work upon notification that the Work has been completed.
- D. City shall reimburse Owner up to **\$142,235.89** for the Work upon final inspection and acceptance by the City.

Section 4. Obligations of Realtex and TPEG Completion.

- A. Realtex and TPEG Completion agree to comply with section 271.908 of the Local Government Code relating to procurement of the Work.
- B. Realtex and Owner shall be solely responsible for funding the construction of the Work, subject to reimbursement by the City up to an amount not to exceed **\$142,235.89**.
- C. Realtex and TPEG Completion shall utilize the City-owned materials in their possession to complete the Work. A list of the City-owned materials is attached as **Exhibit B**.

- C. TPEG Completion shall notify City upon completion of the Work so that the City can perform a final inspection.
- D. Realtex and TPEG Completion shall each submit an affidavit of no liens and an invoice to the City with respect to the portion of the Work performed by each. Realtex and TPEG Completion shall each also provide a one-year warranty to the City with respect to the portion of the Work performed by each. Upon receipt of the foregoing items and acceptance of the Work, City shall promptly pay Owner an amount not to exceed **\$142,235.89**.
- E. Realtex and TPEG Completion each agree to the indemnification and insurance provisions, as shown in **Exhibit C**. The insurance coverage must be acceptable to the City's Risk Manager.

Section 5. General Terms and Conditions:

- A. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- B. Assignment. This Agreement and the rights of Realtex, the Owner, and TPEG Completion may be assigned, subject to the prior written consent of the City, which consent will not be unreasonably withheld. Any assignment will be in writing, will specifically set forth the assigned rights and obligations, and will be executed by the proposed assignee.
- C. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City: City of Corpus Christi
Attn: Valerie H. Gray, P.E.
Executive Director of Public Works
1201 Leopard Street, 3rd Floor
Corpus Christi TX 78401

With Copy to: City of Corpus Christi
Attn: City Attorney
1201 Leopard Street, 5th Floor
Corpus Christi TX 78401

Realtex: Realtex Construction, LLC
Attn: Rick Deyoe, President
1101 S Capital of Texas Hwy, Suite F200
Austin, Texas 78746

Owner Cosmopolitan Corpus, LLC
Attn: Dan Meader
925 S Kimball Ave, Suite 100
Southlake, Texas 76092

With Copy to: McGuire, Craddock & Strother, P.C.
Attn: Neill Fuquay
2501 N Harwood, Suite 1800
Dallas, Texas 75201

TPEG Completion TPEG Cosmo Completion, LLC
Attn: Dan Meader
925 S Kimball Ave, Suite 100
Southlake, Texas 76092

With Copy to: McGuire, Craddock & Strother, P.C.
Attn: Neill Fuquay
2501 N Harwood, Suite 1800
Dallas, Texas 75201

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Parties. Realtex, Owner and TPEG Completion may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

- D. Severability; Waiver.** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or

unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the Parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

- E. Applicable Law and Venue. The laws of the State of Texas govern the interpretation, performance, enforcement and validity of this Agreement. Venue will be in a court of appropriate jurisdiction in Nueces County, Texas.
- F. Exhibits, Headings. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections.
- G. Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. Realtex, Owner and TPEG Completion each hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the certificate of formation and organizational documents.
- H. Relationship of Parties. In performing this Agreement, each of the City, Realtex, Owner and TPEG Completion will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- I. Survival of Terms. All representations, warranties, covenants and agreements of the Parties, as well as any rights and benefits of the Parties pertaining to the transaction contemplated hereby, will survive the original execution date of this Agreement.
- J. Disclosure of Interests. Realtex, Owner and TPEG Completion each further agrees, in compliance with the City of Corpus Christi Ordinance No. 17113, to complete, as part of this Agreement, the Disclosure of Ownership interests form attached as **Exhibit D**.
- K. Certificate of Interested Parties. Realtex, Owner and TPEG Completion each further agrees, in compliance with Texas Government Code 2252.908, to complete, as part of this Agreement, the Certificate of Interested Parties form attached as **Exhibit E**.

Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

- (1) persons with a "controlling interest" in the entity, which includes:

- a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
 - b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

- L. Right of Set-Off. The City shall have the right, but not the obligation, to set off, in whole or in part, against any obligation it owes to Owner under this Agreement, amounts owed to City by Realtex and/or Owner under the Construction Yard License Within Public Right-of-Way.

[Signatures on Next Page]

CITY OF CORPUS CHRISTI

REALTEX CONSTRUCTION, LLC

J.H. Edmonds, P. E.
Director of Engineering Services

Date


Rick Deyoe
President

Date

10/25/16
1101 S Capital of Texas Hwy, Suite F200
Austin, Texas 78746

RECOMMENDED

COSMOPOLITAN CORPUS, LLC

By: TPEG Cosmo Completion, LLC
its Manager

Operating Department

Date



Dan Meader, President

APPROVED

TPEG COSMO COMPLETION, LLC

Office of Management
and Budget

Date



Dan Meader, President

Assistant City Attorney

Date

ATTEST

City Secretary

Date

Project Number _____

Accounting Unit _____

Account _____

Activity _____

Account Category _____

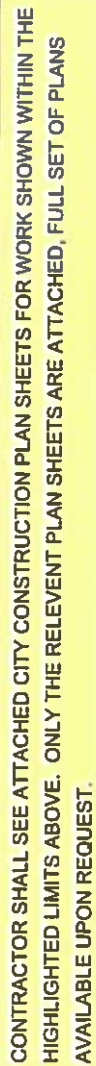
Fund Name _____

EXHIBIT A

PLANS FOR CHAPARRAL SIDEWALK IMPROVEMENTS

COSMOPOLITAN PAVER AREA

ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
ELECTRICAL					
1	Tree Uplights; includes wiring and conduit (material, labor and equipment complete in place)	20	EA	\$372.04	7,440.80
2	Covers for Gas Meter Boxes (Labor and Equipment Complete in Place)	1	LS	825	825.00
ELECTRICAL SUBTOTAL					\$8,265.80
SIDEWALK					
1	Concrete Unit Sidewalk Pavers (Labor and Equipment Complete in Place)	3,150	SF	\$20.71	65,236.50
2	Concrete Unit Sidewalk Pavers (Material, Labor and Equipment Complete in Place)	703	EA	\$12.36	8,689.08
3	Planter Metal Edging Installation (Labor and Equipment Complete in Place)	147	LF	\$15.00	2,200.00
4	6" HDPE; Solid + Perforated (Material, Labor and Equipment Complete in Place)	47	LF	\$35.00	1,645.00
5	Planter Drain (Material, Labor and Equipment Complete in Place)	8	EA	\$500.00	4,000.00
6	Trash Receptacle; 39 Gal Stainless Steel, powder coated with surface mount holes (Labor and Equipment Complete in Place)	2	EA	\$50.00	100.00
7	Recycling Receptacle; 39 Gal Stainless Steel, powder coated with surface mount holes and recycle sign (Labor and Equipment Complete in Place)	2	LF	\$50.00	100.00
8	Bench (Planter Walls) (Labor and Equipment Complete in Place)	1	LF	\$750.00	750.00
9	6" Concrete Foundation under Pavers (Material, Labor and Equipment Complete in Place)	3,150	SF	\$7.00	22,050.00
10	Subgrade Prep for Concrete Foundation (Under Pavers)	3,150	SF	\$2.21	6,961.50
11	Stain Sealer on Pavers	3,150	SF	\$1.17	3,685.50
SIDEWALK SUBTOTAL					115,417.58
Subtotal					\$123,683.38
General Conditions @ 15%					\$18,552.51
GRAND TOTAL					\$142,235.89



AREA ESTIMATE
PAVER AREA 3,537 SF

PLAN SHEET	INDEX	SHEETS
GENERAL NOTES	3, 7	
PLANTING SHEETS	46, 55	
IRRIGATION SHEETS	47, 56	
ELECTRICAL SHEETS	34B	
SIDEWALK SHEETS	15, 36, 38, 40, 49, 50, 51, 54	
SIGN SHEET	57	

[illegible]



GENERAL NOTES

4. STREET & EXCAVATION

- [illegible]

5. CURBS AND CURB & GUTTER

- WHERE PLACED CONCRETE WORK IS TO MATCH EXISTING DETAILS, UNLESS OR ON CURB, THE CONSTRUCTION SHALL BE SUCH THAT THE JOINTS WILL BE LOCATED AT THE EXISTING CONSTRUCTION JOINTS. THE COST OF THE JOINTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. TRANSITIONS TO MATCH LISTED DESIGN JOINTS ONLY AS DIRECTED BY THE ENGINEER.
- ALL EXPANSION JOINTS SHALL BE FILLED WITH JOINT SEALING COMPOUND (DOWNDOWNS POLYASTATIC 51 OR APPROVED EQUAL).
- EXPANSION JOINTS & TRANSVERSE CROCKES SHALL BE MADE STRAIGHT & PERPENDICULAR TO THE PROPOSED CONCRETE WORK.
- 3. MISCELLANEOUS**
- STREET SLOWS WHICH CONFLICT WITH PROPOSED WORK WILL BE RELOCATED AS DIRECTED BY THE ENGINEER & SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL EXISTING CURBS, SIDEWALKS, & DRIVEWAYS & SOAKS ARE SELECTED. AT WHICH POINT THE RELOCATED SOAKS WILL BE RELOCATED FROM THE PROJECT SITE AS DIRECTED BY THE ENGINEER. THIS WORK SHALL NOT BE PAID FOR DIRECTLY BUT CONSIDERED SUBSIDIARY TO THE MAINWORK AND PAVING.

2. MISCELLANEOUS

- STREET SIGNS WHICH CONFLICT WITH PROPOSED WORK WILL BE RELOCATED AS DIRECTED BY THE ENGINEER & PER STANDARD DETAIL. RELOCATED SIGNS SHALL BE MAINTAINED ON TEMPORARY MOUNTS UNTIL PERMANENT SIGNS ARE ERECTED. AT WHICH POINT THE RELOCATED SIGNS WILL BE REMOVED FROM THE PROJECT SITE AS DIRECTED BY THE ENGINEER. THIS WORK SHALL NOT BE PAID FOR DIRECTLY BUT CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

7. GENERAL UTILITY NOTES

- WATER, STORMWATER, AND WASTEWATER UTILITY ALLOWANCES SHALL BE PAID ONLY AS DIRECTED BY THE CONTRACTOR.
- VARIOUS BULKY MATERIALS AND METHODS SHALL BE USED DURING BUILDING, AND ENCLOSURE OF THE CONSTRUCTION SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING APPROPRIATE METHODS AND EQUIPMENT TO BE USED TO PROTECT THE TRAFFIC AND PEDESTRIANS IN ACCORDANCE WITH TRAFFIC CONTROL PLANS.
- THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PREVENT EXISTING UTILITIES, ALL TYPES AND UTILITIES DAMAGED OR DISRUPTED BY THE CONSTRUCTION, FROM BEING DAMAGED OR DISRUPTED BY THE CONSTRUCTION. UNDEGROUND UTILITIES AS SHOWN ON PLANS AND LOCATED BY THE CONTRACTOR SHALL BE PROTECTED AND MAINTAINED AT ALL TIMES. UNDEGROUND UTILITIES AS SHOWN ON PLANS SHALL BE UNCOVERED BY THE CONTRACTOR AND PROTECTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES.
- OPEN UTILITY TRENCHES SHALL NOT EXCEED 30 FEET IN DEPTH. TRENCHES SHALL BE LEFT OPEN AFTER NORMAL WORKING HOURS.
- CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE ALL EXISTING/UTILITY SERVICES PRIOR TO UTILITY CONSTRUCTION. THIS SHALL NOT BE PAID FOR DIRECTLY, BUT COORDINATED ACCORDANT TO THE VARIOUS BID ITEMS.
- ALL PROPOSED STORM WATER DRAINAGE LATERALS SHALL BE TOLERATED WITHIN 30 DAYS OF PROJECT COMPLETION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES.

I. CONSTRUCTION NOTES

- THE CONTRACTOR SHALL VISE THE IMPROVED SITE LOCATION, AND OBTAIN LOCAL CONDITIONS TO BE RESEARCHED NECESSARY TO ASSURE A THOROUGH UNDERSTANDING OF THE PROJECT, AND BE FULLY AWARE OF ALL CONDITIONS AND CONSTRAINTS, WHICH THE CONTRACTOR MAY ENCOUNTER DURING THE COURSE OF THE PROJECT.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR ACQUIRING ANY NECESSARY OFF-SITE LOCATIONS FOR STORAGE OF ALL EQUIPMENT AND MATERIALS REQUIRED FOR THE COMPLETION OF THE PROJECT AT NO EXTRA PAY.
- MATERIALS AND/OR EQUIPMENT SHALL NOT BE STORED ON STOCKPILED IN AREAS THAT ARE WITHIN THE DEFINED PRODUCT LAYOUT FOR LONGER THAN 48 HOURS.
- ANY SOIL/WATER TABLE INFORMATION INCLUDED IN THE PLANS AND/OR SPECIFICATIONS IS FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY ADDITIONAL RESEARCH NECESSARY TO VERIFY EXISTING CONDITIONS THAT MAY AFFECT OR IMPROVE PROPOSED CONSTRUCTION.
- WHERE EXISTING M&MC AND/OR CONCRETE ARE TO BE CUT, THESE CUTS SHALL BE MADE VERTICALLY AND STIMANT USING A SAW TO CUT INTO M&MC AND/OR CONCRETE.
- AT THE CONTRACTOR'S EXPENSE, THE CONTRACTOR WILL BE REQUIRED TO SUBMIT AN ALTERNATE FOR CONSTRUCTION PLANS WHICH BUREAU THE SIZE OF A FLUENCED TENSIL PROFESSIONAL ENGINEER FOR CONSTRUCTION OF THE PROJECT.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY OFF-SITE LOCATIONS FOR STORAGE OF ALL EQUIPMENT AND MATERIALS REQUIRED FOR THE COMPLETION OF THE PROJECT AT NO EXTRA PAY.
- WATER POLLUTION PROTECTION PLAN LISTING OF ENVIRONMENTAL STUDIES, INCLUDING THE STUDY OF THE PROJECT, SHALL BE REQUIRED, AND NOTICE OF ELIMINATION AS REQUIRED BY THE APPROPRIATE AGENCIES FOR ADDITIONAL INFORMATION THIS WORK WILL BE CONSIDERED NECESSARY TO THE WORKS AND NOT BE PAID.

2. TRAFFIC CONTROL CONSTRUCTION SEQUENCING - FULL PHASED CLOSURE (LUMP SUM BASE BID)

- CONNECTION TO WASTEWATER SYSTEMS: ACCESS TO ALL ADJACENT BUILDINGS DURING PER NORMAL BUSINESS HOURS THROUGH THE USE OF MODERN MATERIALS, AT LEAST 4" PIPE, OR OTHER APPROVED MEANS.
- CLOSE SCOTTILL STREET INTERSECTION FOR TRAFFIC CONTROL. PER SCOTTILL ST. INTERSECTION FULL CLOSURE, SE221
- ADJACENT BUILDINGS AND UTILITIES LINES WITHIN INTERSECTION POLYETHYLENE GLYCOL (PEG) SCOTTILL ST. INTERSECTION FULL CLOSURE, SE221
- INITIAL TRAFFIC LIGHTS PRESENT OVER ONE WAY WATER AND WASTEWATER LINES WITHIN INTERSECTION
- OPEN SCOTTILL STREET.
- CLOSE CHAMBERLAIN STREET FOR TRAFFIC CONTROL. PER CHAMBERLAIN ST. FULL CLOSURE, SE211
- INITIAL ALL INTERSECTIONS WITHIN LIMITS OF TRAFFIC CONTROL, PER CHAMBERLAIN ST. FULL CLOSURE, SE211
- OPEN CHAMBERLAIN ST. CLOSE SCOTTILL ST. PER TRAFFIC CONTROL. PER SCOTTILL ST. INTERSECTION FULL CLOSURE, SE221
- INITIAL REMAINING EMPLOYEES IN SCOTTILL INTERSECTION
- OPEN PROJECT TO TRAFFIC
- CONNECTION TO COMMODITY (WASTEWATER INTERSECTION TRAFFIC CONTROL, TO ACCOMMODATE ANY EVENT NEEDS FOR TRAFFIC CONTROL, PER CHAMBERLAIN STREET, SE211)

1. TRAFFIC CONTROL CONSTRUCTION SEQUENCING - PARTIAL PHASED CLOSURE (HALF AT A TIME) (LUMP SUM ADDITIVE)

- [illegible]

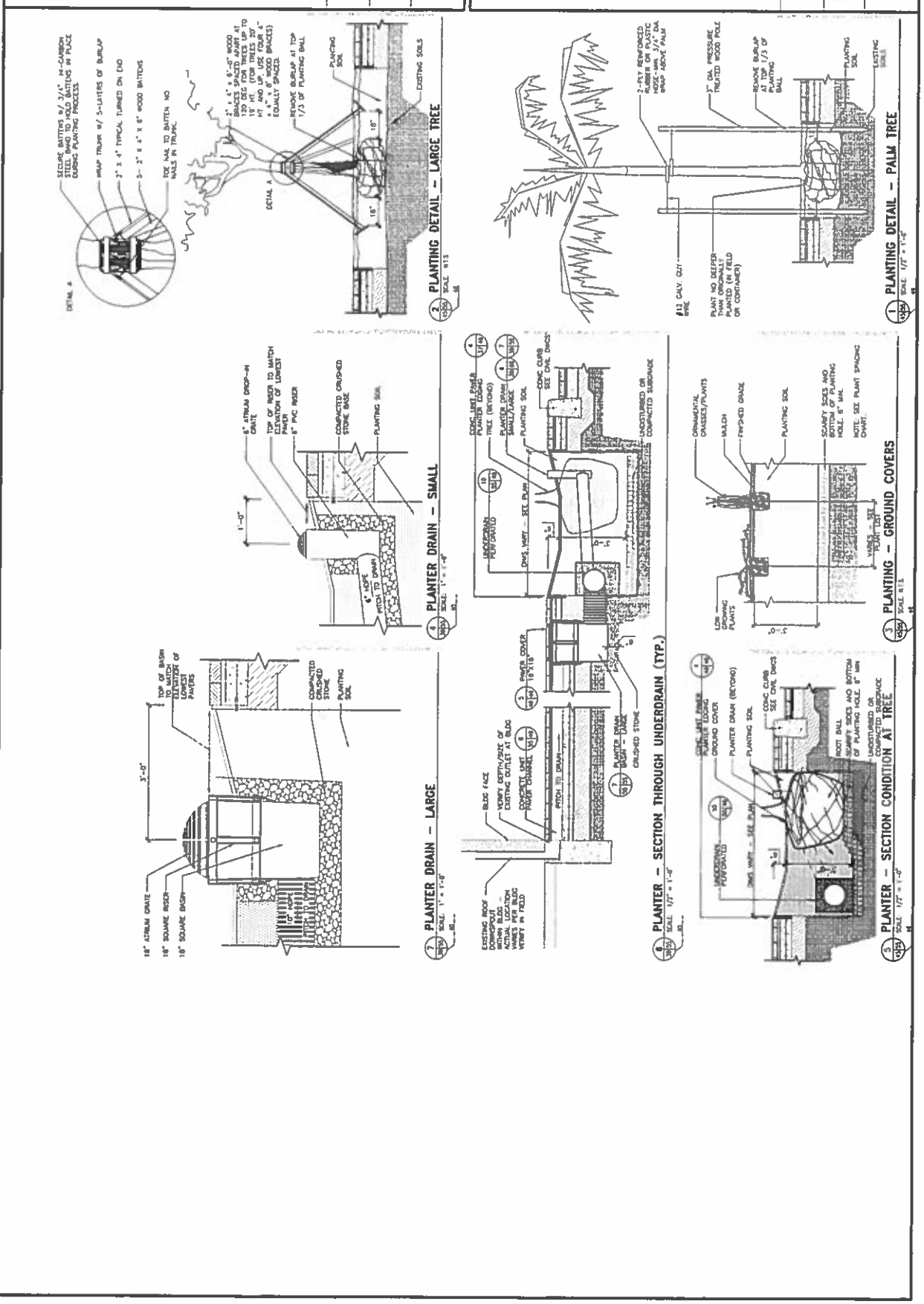
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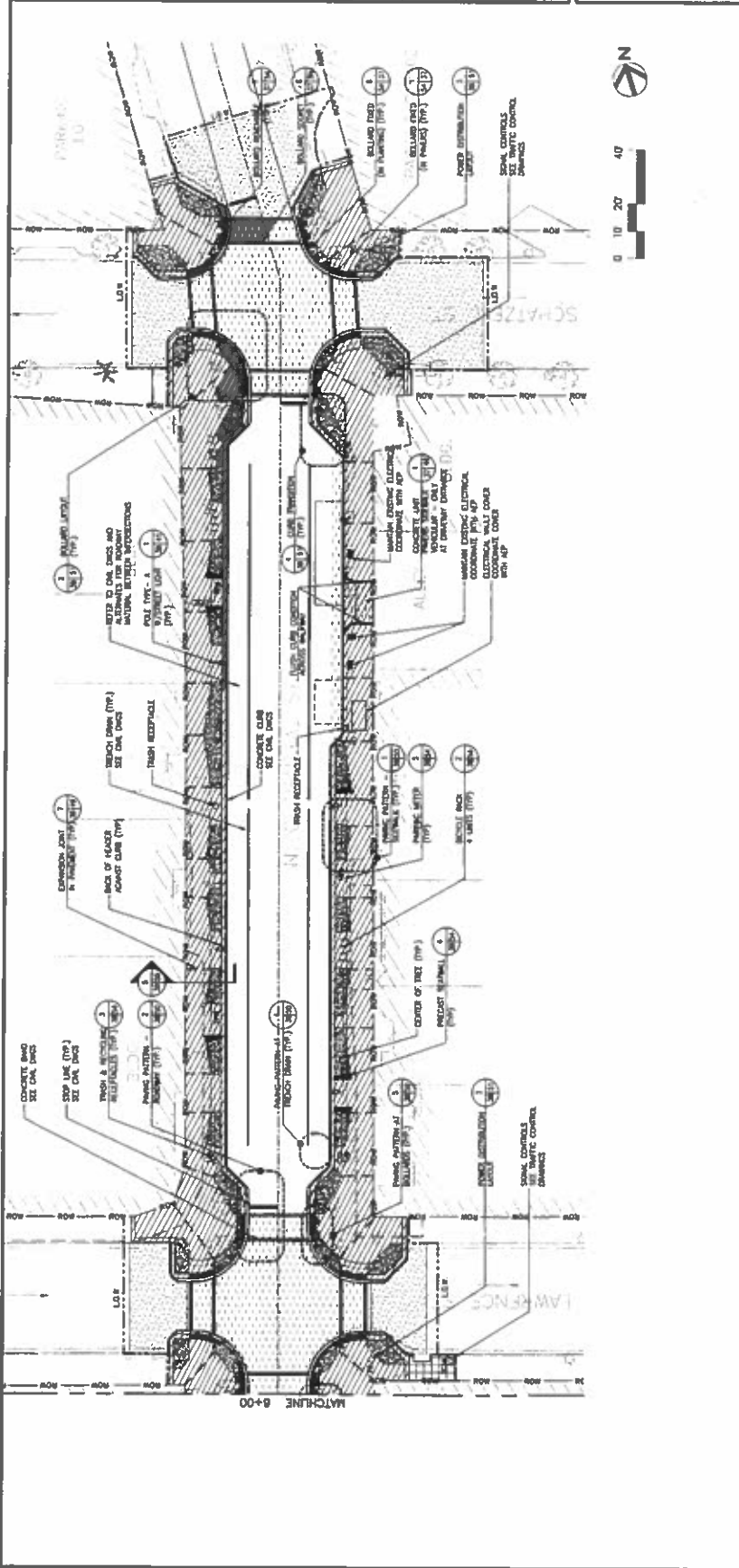
GENERAL STRUCTURAL NOTES

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GRANDCOURT VALLEY SCHEDULE				
	SCOUTS' NAME	COACH NAME	DATE	WPU
11	James Williams	Leslie	1 Dec.	11 th 05 (GRANDCOURT AT PAUL BUSH)
SP	Quentin Munn	Samuel	1 Jan.	14 th 05 (GRANDCOURT AT STREET TREE BUSH)





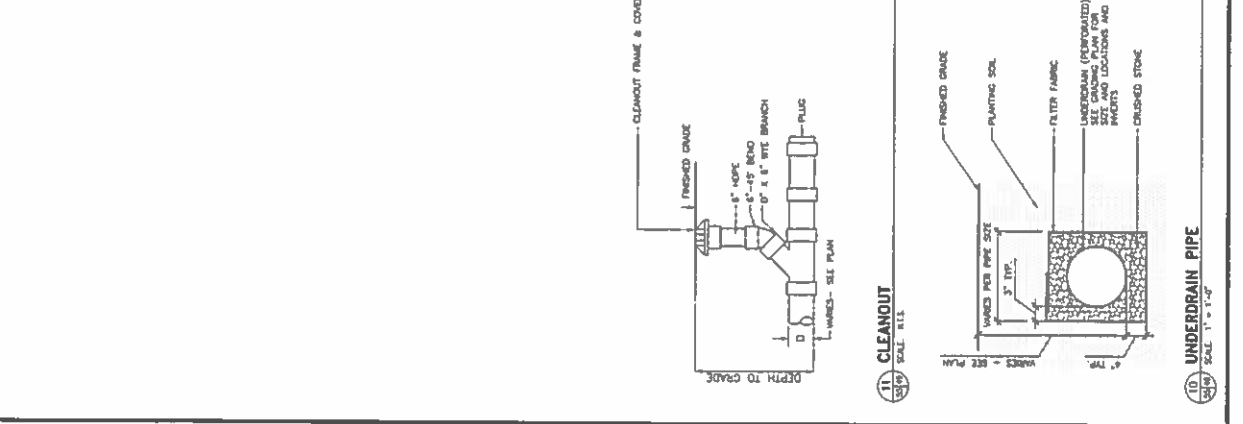
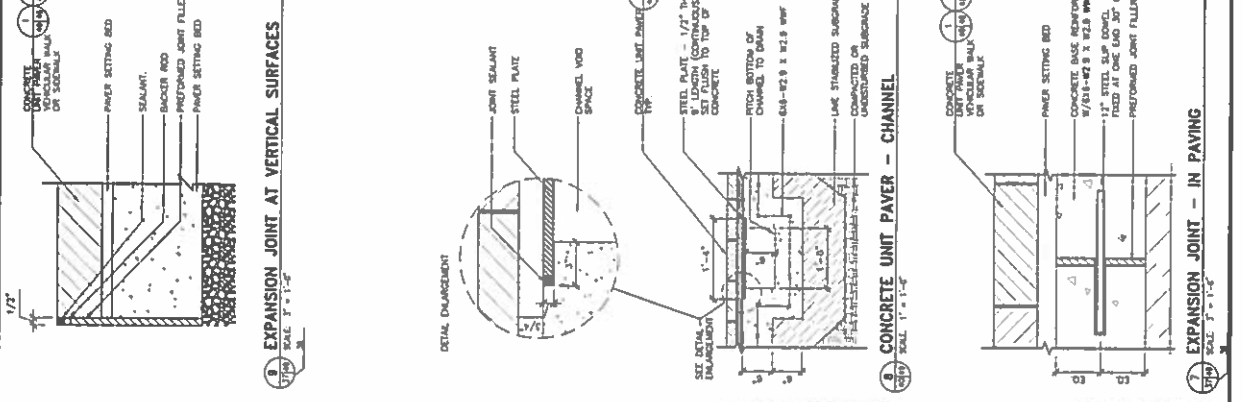
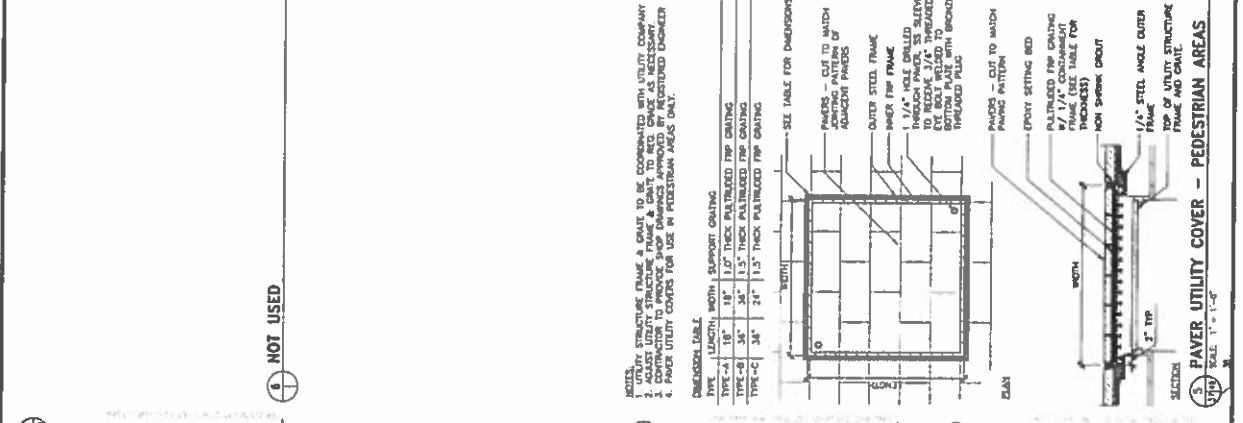
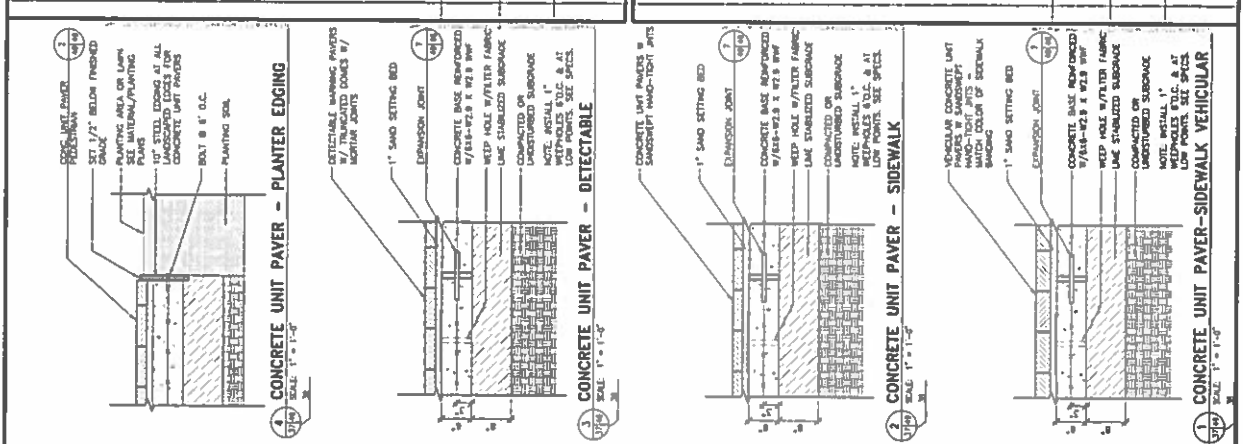
DEBORA STARKER

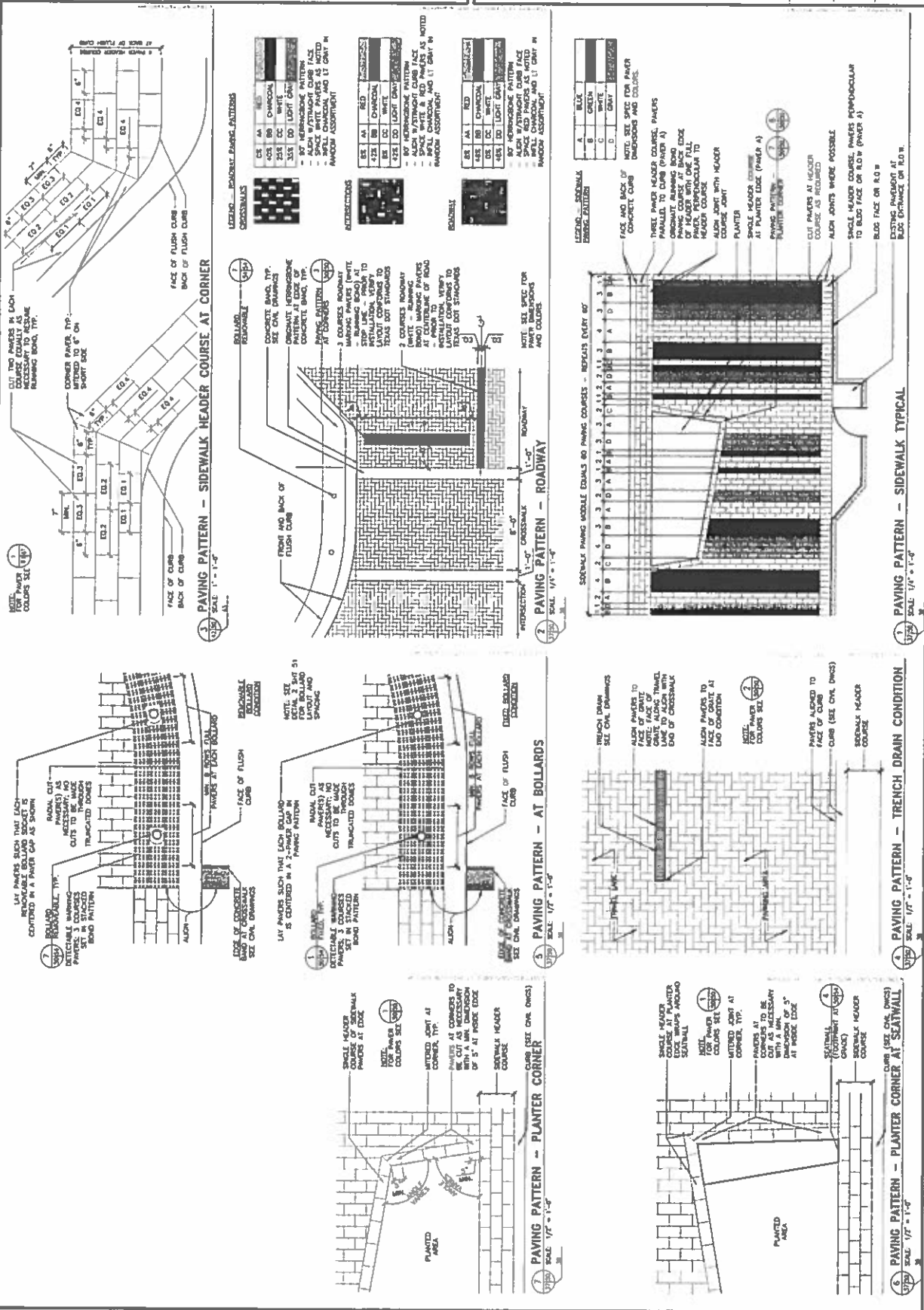
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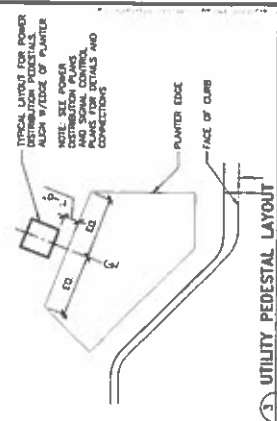
MATERIALS NOTES

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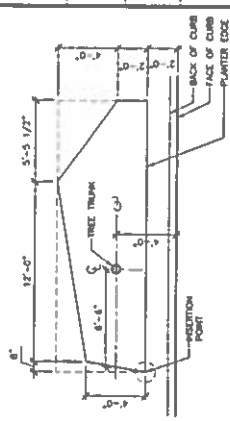




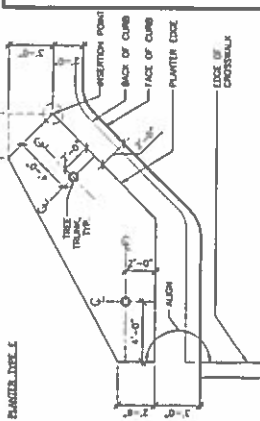
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5 UTILITY PEDESTAL LAYOUT

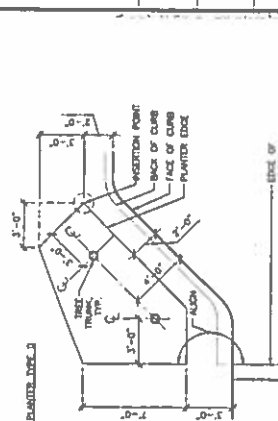
PLANNED WORK C



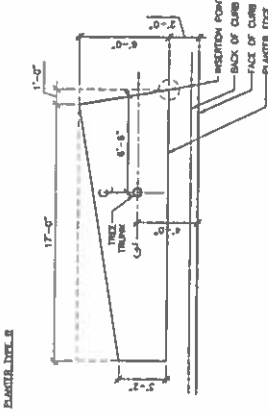
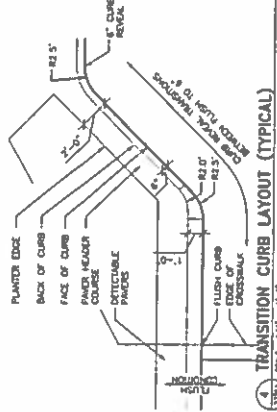
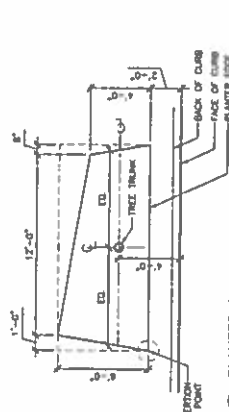
PLANTAS DEL C



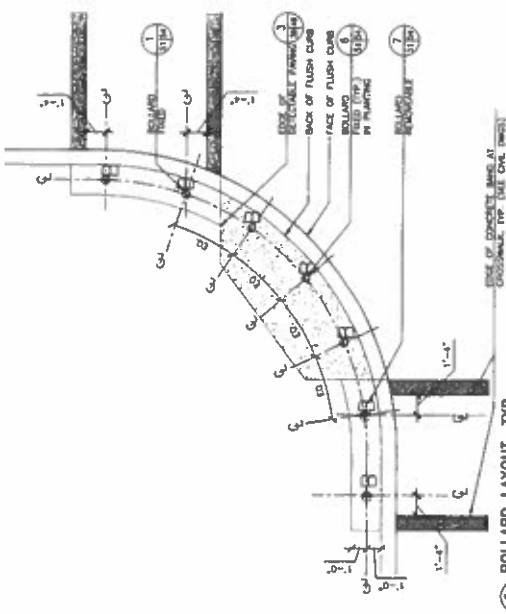
PLEASE DO NOT



1 PLANTER LAYOUT

Blanket over A

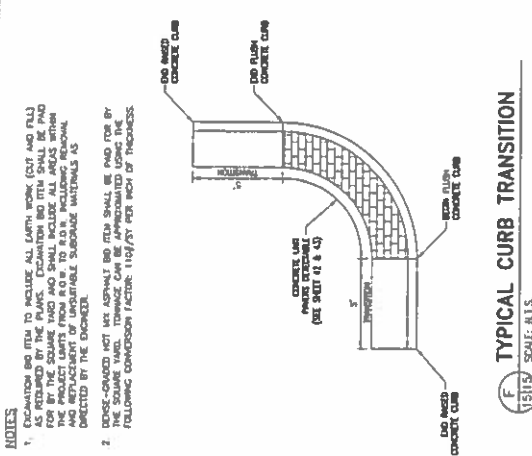
④ **TRANSITION CURB LAYOUT (TYPICAL)**



2 BOLLARD LAYOUT, TYP.

1 EXISTING TYPICAL SECTION

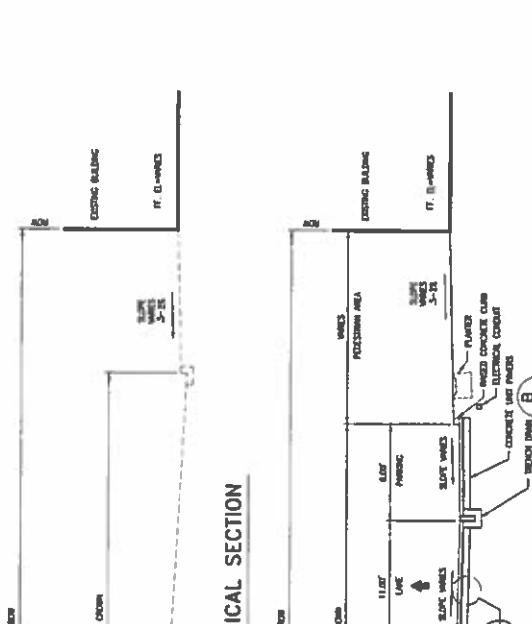
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EXISTING BUILDING
FT. E-WALKS
SLOPE WALKS 3'-5'-15'

2 PROPOSED TYPICAL SECTION

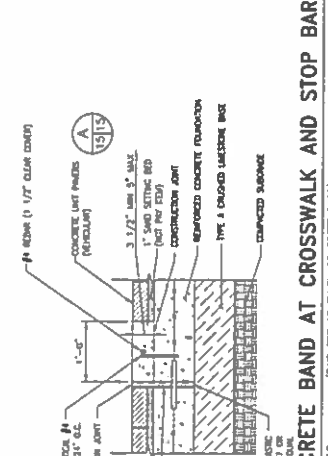
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EXISTING BUILDING
FT. E-WALKS
SLOPE WALKS 3'-5'-15'

3 CONCRETE UNIT PAVEMENT - VEHICULAR

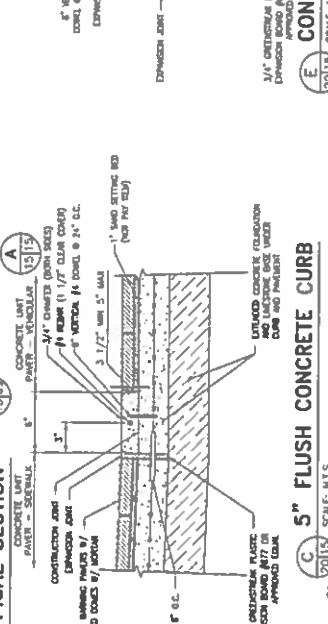
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CONCRETE UNIT PAVEMENT - VEHICULAR
SCALE: N.T.S.

4 CONCRETE BAND AT CROSSWALK AND STOP BAR

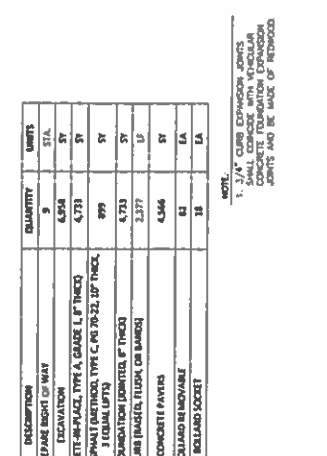
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CONCRETE BAND AT CROSSWALK AND STOP BAR
SCALE: N.T.S.

5 5" FLUSH CONCRETE CURB

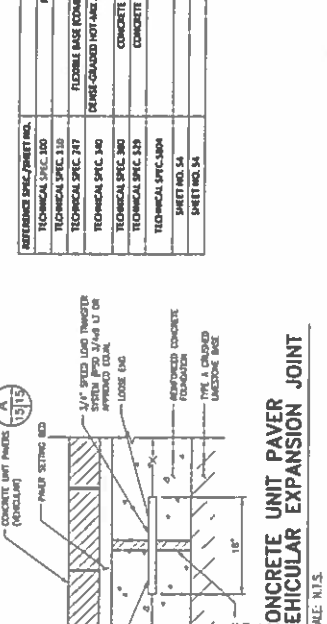
SCALE: N.T.S.



5" FLUSH CONCRETE CURB
SCALE: N.T.S.

6 RAISED CONCRETE CURB

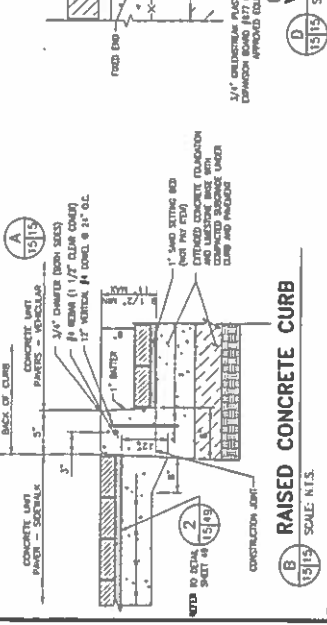
SCALE: N.T.S.



RAISED CONCRETE CURB
SCALE: N.T.S.

CONCRETE UNIT PAVEMENT VEHICULAR EXPANSION JOINT

SCALE: N.T.S.



CONCRETE UNIT PAVEMENT VEHICULAR EXPANSION JOINT
SCALE: N.T.S.

NOTES

- EXCAVATION SHOULDER TO INCLUDE ALL EARTHWORK (CUT AND FILL) IN THE EXISTING SECTION. THE EXISTING SECTION SHALL BE PAID FOR BY THE SQUARE YARD AND SHALL INCLUDE ALL EARTHWORK AND MATERIALS TO BE REMOVED OR PLACED. THE EXISTING SECTION SHALL BE PAID FOR BY THE SQUARE YARD AND SHALL INCLUDE ALL EARTHWORK AND MATERIALS TO BE REMOVED OR PLACED. THE EXISTING SECTION SHALL BE PAID FOR BY THE SQUARE YARD AND SHALL INCLUDE ALL EARTHWORK AND MATERIALS TO BE REMOVED OR PLACED.
- CONCRETE-CHARGED HOT MIX ASPHALT SHALL BE PAID FOR BY THE SQUARE YARD AND SHALL INCLUDE ALL EARTHWORK AND MATERIALS TO BE REMOVED OR PLACED. THE EXISTING SECTION SHALL BE PAID FOR BY THE SQUARE YARD AND SHALL INCLUDE ALL EARTHWORK AND MATERIALS TO BE REMOVED OR PLACED.

ITEM NO.	DESCRIPTION	QUANTITY	UNITS
1	PREPARE SHOULDER OF WAY	9	S.Y.
2	EXCAVATION	4,721	S.Y.
3	FLEXIBLE BASE (CONCRETE-CHARGED HOT MIX ASPHALT) TYPE A, GRADE 1" THICK	999	S.Y.
4	CONCRETE-CHARGED HOT MIX ASPHALT (CONCRETE-CHARGED HOT MIX ASPHALT) TYPE C, PG 75.22, 10" THICK	4,721	S.Y.
5	CONCRETE CURB (RAISED, FLUSH, OR BAND)	3,377	LF
6	CONCRETE PAVES	4,546	S.Y.
7	ROLLBACK REMOVABLE	61	EA
8	ROLLBACK SOCKET	18	EA

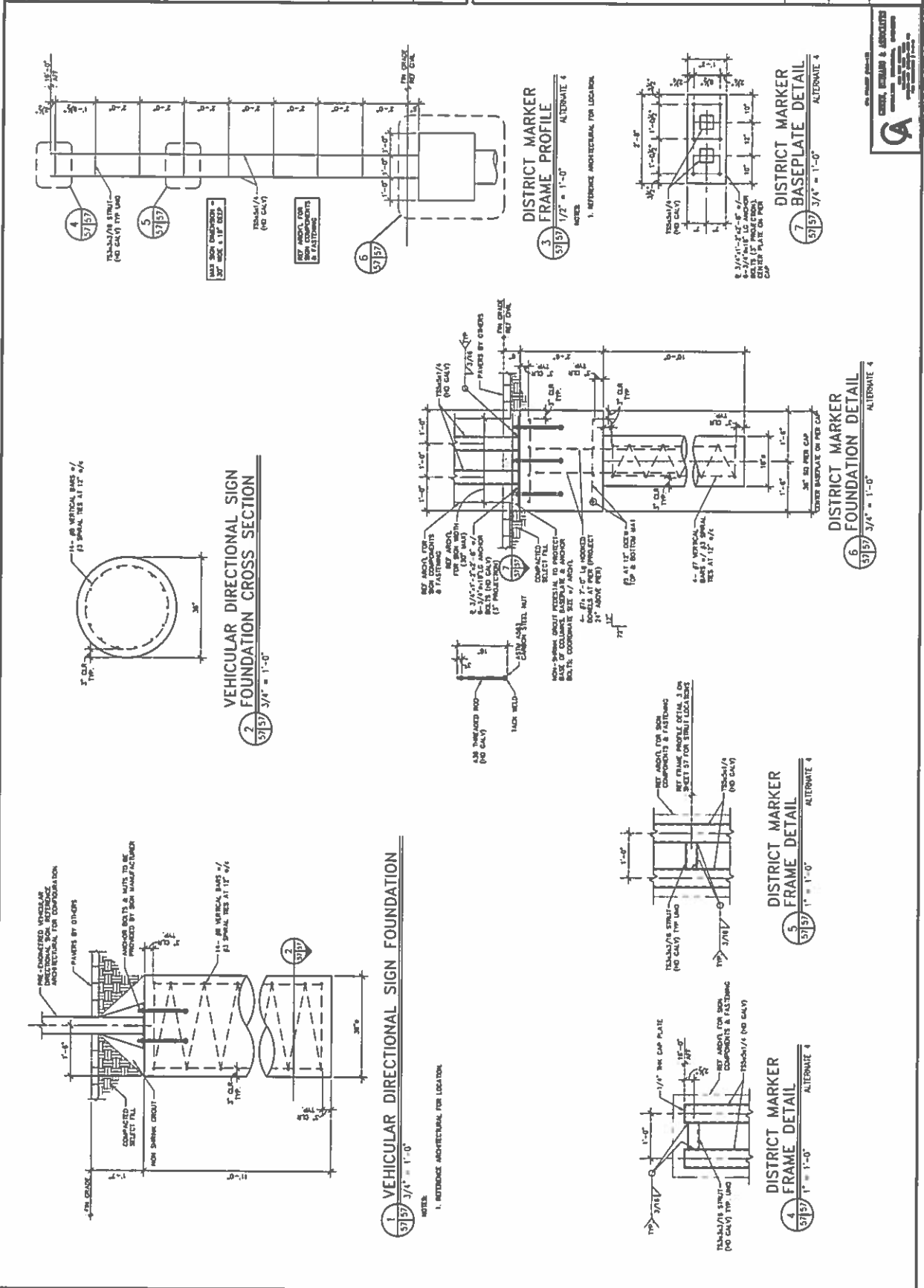


EXHIBIT B – MATERIALS ON HAND

Materials list Chaparral improvements (3/3/2014)

1. ~~2 ea Benches~~ 1 each benches
2. 3 ea Trash recep
3. 1 ea Recycle recep
4. 4 ea plastic caps with frame
5. 1 ea Metal cap with frame
6. 9 pallet Charcoal pavers (1 partial)
7. 9 pallet Limestone pavers (1 partial)
8. 2 pallet Pewter pavers (1 partial)
9. 3 pallet Antique red pavers
10. 1 pallet Red pavers (1 partial)
11. 1 partial pallet Blue pavers
12. Apx 300 lin foot alumn angle

Additional 30 pallets (4/7/2014)



EXHIBIT C – MANDATORY REQUIREMENTS

Indemnification

Developer covenants and agrees to fully indemnify and hold harmless the City and the elected officials, employees, officers, directors and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and/or property damage made upon the City, directly or indirectly arising out of, resulting from or related to Developer's activities under this Contract, including any acts or omissions of Developer and/or Developer's agent, officer, director, representative, employee, consultant or subcontractor while in the exercise of performance of the rights or duties under this Contract, all without, however, waiving any governmental immunity available to the City under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this indemnity are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the express intent of the parties to this contract that the indemnity provided for in this section is an indemnity extended by Developer to indemnify, protect and hold harmless the City from the consequences of the City's own negligence, provided however, that the indemnity provided for in this section shall apply only when the negligent act of the City is a contributory cause of the resultant injury, death or damage and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death or damage. Developer further agrees to defend, at its own expense and on behalf of the City and in the name of the City and with counsel acceptable to the City, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death or damage for which this indemnity shall apply, as set forth above.

Developer shall advise the City in writing, within 24 hours, of any claim or demand against the City or Developer, known to Developer, related to or arising out of activities under this Contract and shall see to the investigation and defense of such claim or demand at Developer's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Developer of any of its obligations under this paragraph.

Insurance Requirements

- I. Developer must furnish to the City's Engineering Services a copy of the Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage**

by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies **by endorsement**. **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
Commercial General Liability including 1. Commercial Form 2. Premises - Operations 3. Explosions and Collapse Hazard 4. Underground Hazard 5. Products / Completed Operations Hazard 6. Contractual Liability 7. Broad Form Property Damage 8. Independent Contractors 9. Personal & Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate Per Project
Business Automobile Liability - Owned, Non-Owned, Rented and Leased	\$1,000,000 Combined Single Limit
Workers' Compensation	Statutory
Employer's Liability	\$500,000/ 500,000/ 500,000
Excess Liability/Umbrella Liability	\$1,000,000 Per Occurrence
Contractor's Pollution Liability / Environmental Impairment Coverage Not limited to sudden and accidental discharge. To include long-term environmental impact for the disposal of pollutants/contaminants.	\$2,000,000 Per Claim <input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required
Builder's Risk (All Perils including Collapse)	No Limit <input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required
Inland Marine - Owned, leased, rented, delivered equipment & material	No Limit <input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Owner/Contractor Protective Liability	Equal to Contractor's liability insurance <input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required

In the event of accidents of any kind related to this lease agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

ADDITIONAL REQUIREMENTS

1. 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 an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
2. 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.
3. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor 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: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

4. 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, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - 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 suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
5. Within five (5) calendar days of a suspension, cancellation, or non-renewal 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.
6. 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.

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

II. Workers' Compensation Insurance Coverage.

Figure: 28 TAC § 110.110(c)(7)

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new

certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

*H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage. See **Attachment A** to this Exhibit.*

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Attachment A to Exhibit C

TO THE EMPLOYER/CONTRACTOR:

Pursuant to Workers' Compensation Rule 110.110 (d)(7), a contractor engaged in a building or construction project for a government entity is required to post a notice on each project site informing all persons providing services on the project that they are required to be covered by workers' compensation insurance. The notice required by this does not satisfy other posting requirements imposed by the Texas Workers' Compensation Act or other Workers' Compensation Rules. This notice must:

- (1) be posted in English, Spanish and any other language common to the employer's employee population;
- (2) be displayed on each project site;
- (3) state how a person may verify current coverage and report failure to provide coverage;
- (4) be printed with a title in at least 30-point bold type and text in at least 19-point normal type; and
- (5) contain the exact words as prescribed in Rule 110.110 (d)(7).

The notice on the reverse side meets the above requirements. Failure to post the notice as required by this rule is a violation of the Act and Workers' Compensation Rules. The violator may be subject to administrative penalties.

REQUIRED WORKERS' COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other services related to the project, regardless of the identity of their employer or status as an employee.

Call the Division of Workers' Compensation at 1-800-252-7031 or access the division's website at www.tdi.texas.gov/wc/indexwc.html to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.

COBERTURA REQUERIDA DE COMPENSACIÓN PARA TRABAJADORES

La ley requiere que cada persona que trabaja en este lugar o que proporciona servicios relacionados con este proyecto de construcción debe estar cubierta por un seguro de compensación para trabajadores. Esto incluye a personas que proporcionan, transportan, o entregan equipo o materiales, o que proporcionan mano de obra, transporte u otros servicios relacionados con este proyecto, sin importar la identidad del empleador o el estado como empleado.

Llame a la División de Compensación para Trabajadores (Division of Workers' Compensation, por su nombre en inglés) al 1-800-252-7031 o visite el sitio Web de la División en www.tdi.texas.gov/wc/indexwc.html para recibir información referente al requisito legal de cobertura, así como para verificar si su empleador ha proporcionado la cobertura requerida, o para reportar a un empleador que no proporciona cobertura.



EXHIBIT D

CITY OF CORPUS CHRISTI
DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, 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 next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: Cosmopolitan Corpus, LLC
STREET ADDRESS: 925 S Kimball Ave, Suite 100 P.O. BOX: _____
CITY: Southlake STATE: TX ZIP: 76092

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

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)
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

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

Name	Title
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

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

Name	Board, Commission or Committee
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)].

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested, and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas, as changes occur.

Certifying Person:

William L. Burke

Title:

Secretary of TPEG Cosmo Completion, LLC,
the Manager of Cosmopolitan Corpus, LLC

Signature of
Certifying Person:

[Handwritten Signature]

Date:

8-22-16

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- 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, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- 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.



EXHIBIT D

CITY OF CORPUS CHRISTI
DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, 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 next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: TPEG Cosmo Completion, LLC

STREET ADDRESS: 925 S Kimball Ave, Suite 100 P.O. BOX: _____

CITY: Southlake STATE: TX ZIP: 76092

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

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)
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

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

Name	Title
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

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

Name	Board, Commission or Committee
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."


Name	Consultant
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)].

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested, and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas, as changes occur.

Certifying Person: William L Burke Title: Secretary
Signature of Certifying Person:  Date: 8-22-16

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- 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, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-102668

Date Filed:
08/22/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cosmopolitan Corpus, LLC
Southlake, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corpus Christi

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Chaparral Street Improvements
construction activities relating to sidewalk improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Chandra, Sanjay	Southlake, TX United States	X	
	Meador, Daniel	Southlake, TX United States	X	
	Burke, William	Southlake, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said William Burke, this the 22 day of August, 2016, to certify which, witness my hand and seal of office.



Signature of officer administering oath



Printed name of officer administering oath

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-102143

Date Filed:
08/19/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TPEG Cosmo Completion LLC
Southlake, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corpus Christi

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Chaparral Street Improvements
construction work on sidewalk

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Chandra, Sanjay	Southlake, TX United States	X	
	Meader, Daniel	Southlake, TX United States	X	
	Burke, William	Southlake, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

William Burke

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said William Burke, this the 22 day of August, 2016, to certify which, witness my hand and seal of office.

Brett R. Jensen

Signature of officer administering oath



Printed name of officer administering oath

Title of officer administering oath