

PARTICIPATION AGREEMENT
For Oversizing Streets and Drainage Crossings
Per UDC §8.4

This PARTICIPATION AGREEMENT ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipal corporation, acting by and through its City Manager, or designee, and MPM Development, LP ("Developer"), a Texas Limited Partnership.

WHEREAS, the Developer, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on June 15, 2016 to develop a tract of land, to wit, approximately 12.116 acres known as Royal Creek Estates Unit 7, as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

WHEREAS, as a condition of the Plat, the Developer is required to expand, extend, and construct Streets and Drainage Crossings (the "Public Improvements") as depicted on and in accordance with the improvement requirements set forth in **Exhibit 2**, which exhibit is attached to and incorporated in this Agreement by reference;

WHEREAS, it is in the best interests of the City to have the public infrastructure installed by the Developer in conjunction with the Owner's final Plat;

WHEREAS, Section 212.071 of the Texas Local Government Code authorizes a municipality to make a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the development where the contract establishes the limit of participation by the municipality at a level not to exceed 30 percent of the total contract price and at a level not to exceed 100 percent of the total cost for any oversizing of improvements required by the municipality, including but not limited to increased capacity of improvements to anticipate other future development in the area; and

WHEREAS, this Agreement is made pursuant to Section 212.071 & 212.072 of the Texas Local Government Code and Article 8, Section 8.4.1, of the Unified Development Code of the City of Corpus Christi

NOW, THEREFORE, the Parties hereto severally and collectively agree to and, by the execution hereof, are bound by the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.:

Section 1. RECITALS.

The parties agree that the language contained in the preamble of this Agreement is substantive in nature, is incorporated into this Agreement by reference, and has been relied on by both parties in entering into and executing this Agreement.

Section 2. TERM.

This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Developer from and after the date of the last signatory to this Agreement. The Developer must complete the Public Improvements within **24** calendar months from the date this document is executed by the City. Time is of the essence in the performance of this contract.

Section 3. DEVELOPER PARTICIPATION.

Subject to the terms of this Agreement, **Exhibit 1**, and **Exhibit 2**, the Developer will construct the Public Improvements for and on behalf of the City in accordance with the plans and specifications approved in advance of construction by the City Engineer on behalf of the City. The parties

acknowledge and confirm the total cost estimate for construction of the Public Improvements, which estimate is attached to and incorporated in this Agreement as **Exhibit 3** (the "Cost Estimate"). Subject to the limitations set forth below, the Developer shall pay a portion of the costs of construction of the Public Improvements. Further, subject to the limitations set forth below, the City shall pay the remaining portion of the costs of construction of the Public Improvements, designated as the total amount reimbursable by the City on the Cost Estimate.

Section 4. CITY PARTICIPATION.

Notwithstanding any other provision of this Agreement, the total amount that the City shall pay for the City's agreed share of the actual costs of the Public Improvements shall not exceed **\$735,789.32**.

Section 5. REIMBURSEMENT.

The City shall reimburse the Developer a pro rata portion of the City's agreed costs of the Public Improvements monthly, based on the percentage of construction completed less the Developer's pro rata portion and contingent upon submission to the City of an invoice for the work performed. The reimbursement will be made no later than 30 days from the date of the City's administrative approval of the invoice. Such reimbursement will be made payable to the Developer at the address shown in Section 6 of this Agreement. Prior to reimbursement, Developer shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.

Section 6. NOTICES.

a. Any notice or other communication required or permitted to be given under this Agreement must be given to the other party in writing at the following address:

1. If to the Developer:

**MPM Development, LP
P.O. Box 331308
Corpus Christi, Texas 78401**

2. If to the City:

City of Corpus Christi
Attn: Director, Development Services Department
2406 Leopard Street 78401
P. O. Box 9277
Corpus Christi, Texas 78469-9277

with a copy to:

City of Corpus Christi
Attn: Assistant City Manager, Business Support Services
1201 Leopard Street 78401
P. O. Box 9277
Corpus Christi, Texas 78469-9277

b. Notice must be made by United States Postal Service, First Class mail, certified, return receipt requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.

c. Either party may change the address for notices by giving notice of the change under the provisions of this section.

Section 7. PLANS AND SPECIFICATIONS.

a. Developer shall contract with a professional engineer licensed in the State of Texas to prepare plans and specifications for the Public Improvements. The plan must be in compliance with the City's UDC, Comprehensive Plan, applicable area development and master plans, the approved Mobility Plan, and the Design Standards.

b. Before the Developer starts construction, the plans and specifications must be approved by the City's Development Services Engineer.

Section 8. EASEMENTS.

Prior to the start of construction of the Wastewater Improvements, Developer shall acquire and dedicate to the City the required additional public right of way easements ("Easements"), if any, necessary for the completion of the Public Improvements. If any of the property needed for the Easements is owned by a third party and the Developer is unable to acquire the Easements through reasonable efforts, then the City may use its powers of eminent domain to acquire the Easements. Developer will be completely responsible for cost of acquisition.

Section 9. PERFORMANCE BOND.

Developer shall, before beginning the work that is the subject of this Agreement, furnish a performance bond payable to the City of Corpus Christi if the project cost is in excess of \$100,000 and a payment bond if the project cost is in excess of \$50,000. Bonds furnished must meet the requirements of Texas Insurance Code 3503, Texas Government Code 2253, and all other applicable laws and regulations. The amount of the performance and payment bonds shall be the full cost of the Public Improvements. The performance and/or payment bond must name the City as an obligee. If the Developer is not an obligor, then Developer shall be named as a joint obligee. The bond must clearly and prominently display on the bond or on an attachment to the bond:

(1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

(2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

Section 10. INSURANCE.

Insurance requirements are as stated in **Exhibit 4**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and Development Services Department. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request.

Section 11. CONSTRUCTION CONTRACT DOCUMENTS.

Developer shall submit standard construction contract documents to the Executive Director of Public Works for review and approval in advance of beginning any construction of the Public Improvements.

Section 12. INSPECTIONS.

Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Public Improvements or promptly notify the Developer of any defect, deficiency, or other non-approved condition in the progress of the Public Improvements.

Section 13. WARRANTY.

The Developer shall fully warranty the workmanship and construction of the Public Improvements for a period of two years from and after the date of acceptance of the improvements by the Executive Director of Public Works.

Section 14. INDEMNIFICATION.

Developer covenants to fully indemnify, save and hold harmless the City of Corpus Christi, its officers, employees, and agents, ("indemnitees") from, and against, any and all claims, demands, actions, damages, losses, costs, liabilities, expenses, fines, and judgments recovered from or asserted against Indemnitees on account of injury or damage to person [including without limitation on the foregoing, workers compensation and death claims], or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, the construction, existence, use, operation, maintenance, alteration, repair, or removal of any Public Improvements installed by or on behalf of the Developer including the injury, loss or damage caused by the contributory or concurrent negligence of the indemnitees or any of them, but not if caused by the sole negligence of indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorney's fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident.

This indemnity specifically includes all claims, damages, and liabilities of whatever nature, foreseen or unforeseen, under any hazardous substance laws, including but not limited to the following:

- (a) all fees incurred in defending any action or proceeding brought by a public or private entity and arising from the presence, containment, use, manufacture, handling, creating, storage, treatment, discharge, release or burial on the property or the transportation to or from the property of any hazardous substance. The fees for which the developer/owner shall be responsible under this subparagraph shall include but shall not be limited to the fees charged by attorneys, environmental consultants, engineers, surveyors, and expert witnesses.**

(b) any costs incurred attributable to the breach of any warranty or representation made by Developer in this agreement, or any cleanup, detoxification, remediation, or other type of response action taken with respect to any hazardous substance on or under the property regardless of whether or not that action was mandated by the federal, state or local government.

This indemnity shall survive the expiration or earlier termination of the agreement.

Section 15. DEFAULT.

The following events shall constitute default:

- a. Developer fails to submit plans and specifications for the Public Improvements to the Executive Director of Public Works in advance of construction.
- b. Developer does not reasonably pursue construction of the Public Improvements under the approved plans and specifications.
- c. Developer fails to complete construction of the Public Improvements, under the approved plans and specifications, on or before the time specified in Section 2 of this agreement.
- d. Either the City or the Developer otherwise fails to comply with its duties or obligations under this Agreement.

Section 16. NOTICE AND CURE.

- a. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.
- b. After delivery of the default notice, the defaulting party has 15 days from the delivery of the default notice ("Cure Period") to cure the default.
- c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
- d. Should the Developer fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer, at the address stated in section 6, of the need to perform the obligation or duty and, should the Developer fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer.
- e. In the event of an uncured default by the Developer, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:
 - 1. Terminate this Agreement after the required notice and opportunity to cure the default;

2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project;

3. Bring Suit to enforce any provision of this agreement including the obligations to repair and replace.

4. Perform any obligation or duty of the Developer under this Agreement and charge the cost of such performance to the Developer. The Developer shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer receives notice of the cost of performance. In the event the Developer pays the City under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.

f. In the event of an uncured default by the City after the appropriate notice and Cure Period, the Developer has all its remedies at law or in equity for such default.

Section 17. FORCE MAJEURE.

a. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.

b. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within 10 days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Section 18. PROJECT CONTRACTS.

Developer's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Public Improvements, contracts for testing services, and contracts with the contractor for the construction of the Public Improvements must provide that the City as a third-party beneficiary of each contract.

Section 19. DISCLOSURE OF INTEREST.

In compliance with Corpus Christi Code of Ordinance Sec. 2-349, the Developer agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 5**.

Section 20. CERTIFICATE OF INTERESTED PARTIES.

Developer agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

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>.

Section 21. CONFLICT OF INTEREST.

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

Section 22. SEVERABILITY.

The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

Section 23. COOPERATION.

The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

Section 24. ENTIRE AGREEMENT.

Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

Section 25. AMENDMENTS.

Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

Section 26. APPLICABLE LAW; VENUE.

This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Nueces County, Texas.

Section 27. INDEPENDENT CONTRACTOR.

Developer covenants and agrees that it is an independent contractor, and not an officer, agent, servant or employee of City; that Developer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Developer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Developer.

Section 28. NON-APPROPRIATION.

The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this

Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

Section 29. WAIVER OF TRIAL BY JURY.

City and Developer agree that they have knowingly waived and do hereby waive the right to trial by jury and have instead agreed, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

Section 30. ATTORNEY FEES.

In the event that any action is instituted by City to enforce or interpret any of the terms hereof, City shall be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by City with respect to such action, unless as a part of such action, the court of competent jurisdiction determines that each of the material assertions made by City as a basis for such action were not made in good faith or were frivolous. In the event of an action instituted by or in the name of the Developer under this Agreement or to enforce or interpret any of the terms of this Agreement, City shall be entitled to be paid all court costs and expenses, including attorneys' fees, incurred by City in defense of such action (including with respect to City's counterclaims and cross-claims made in such action), unless as a part of such action the court determines that each of City's material defenses to such action were made in bad faith or were frivolous.

Section 31. NO WAIVER.

The failure of the City to insist upon strict adherence to any term of this agreement on any occasion shall not be considered a waiver of any of the City's rights under this agreement or deprive the City of the right thereafter to insist upon strict adherence to that term or any other term of this agreement.

Section 32. AUTHORITY.

Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

Remainder of page intentionally left blank; signature page to follow.

DEVELOPER:
MPM Development, LP
P.O. Box 331308
Corpus Christi, Texas 78401

By: _____
Moses Mostaghassi,
General Partner

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____, by Moses Mostaghassi, General Partner of MPM Development, LP, a General Partner, on behalf of said company.

Notary Public's Signature

EXECUTED IN ONE ORIGINAL this _____ day of _____, 20____.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Michael Dice
Director of Development Services

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Deputy City Attorney
For City Attorney

EXHIBIT 1

ROYAL CREEK ESTATES UNIT 4,
V. 67, P. 731 & 732, M.R.

- (A) D=90° 00' 00"
R=15.00'
T=15.00'
L=23.56'
CB=S53° 01' 55" W
CH=21.21'
- (B) D=21° 00' 15"
R=260.00'
T=48.20'
L=95.31'
CB=S18° 32' 02" W
CH=94.78'
- (C) D=90° 00' 00"
R=15.00'
T=15.00'
L=23.56'
CB=N36° 58' 05" W
CH=21.21'
- (D) D=21° 00' 15"
R=200.00'
T=37.08'
L=73.32'
CB=N18° 32' 02" E
CH=72.91'
- (E) D=19° 24' 57"
R=210.00'
T=35.93'
L=71.16'
CB=S19° 19' 41" W
CH=70.82'
- (F) D=88° 24' 42"
R=15.00'
T=14.59'
L=23.15'
CB=S53° 49' 34" W
CH=20.92'
- (G) D=84° 47' 24"
R=15.00'
T=13.69'
L=22.20'
CB=N32° 46' 29" W
CH=20.23'
- (H) D=19° 24' 57"
R=150.00'
T=25.66'
L=50.83'
CB=N19° 19' 41" E
CH=50.59'
- (I) D=09° 09' 48"
R=480.00'
T=38.47'
L=76.77'
CB=N70° 35' 17" W
CH=76.68'
- (J) D=15° 55' 54"
R=498.08'
T=69.70'
L=138.50'
CB=N73° 48' 36" W
CH=138.05'
- (K) D=15° 57' 42"
R=400.00'
T=56.08'
L=111.43'
CB=S73° 59' 14" E
CH=111.07'
- (L) D=15° 57' 42"
R=400.00'
T=56.08'
L=111.43'
CB=S73° 59' 14" E
CH=111.07'

LOT 19
SOUTHEAST BOUNDARY LINE OF
42' DE, V. 2035, P. 655, D.R.
245.41'

54' DRAINAGE
ROW (C/MARRON)

48' LINEAR PARK
(NON-BUILDABLE LOT)

54' DRAINAGE ROW (C/MARRON)
12692 SF, LOT 7, BLK 6

PARK (NON-BUILDABLE)
12020 SF

0 25' 50' 100'
SCALE: 1" = 50'

69.12 AC. CITY OF CORPUS
CHRISTI
V. 2092, P. 778, D.R.

STATE OF TEXAS §
COUNTY OF NUECES §

WE, MPD DEVELOPMENT, LP, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND EMBRACED
WITHIN THE BOUNDARIES OF THE FOREGOING PLAT, SUBJECT TO A LIEN IN FAVOR OF
THAT WE HAVE HAD SAID LAND SURVEYED AND SUBDIVIDED AS SHOWN, THAT STREETS AND
EASEMENTS AS SHOWN HAVE BEEN HERETOFORE DEDICATED, OR IF NOT PREVIOUSLY DEDICATED, ARE
HEREBY DEDICATED TO THE PUBLIC USE FOREVER, AND THAT THIS PLAT WAS MADE FOR THE
PURPOSES OF DESCRIPTION AND DEDICATION.

THIS THE ____ DAY OF ____, 20__

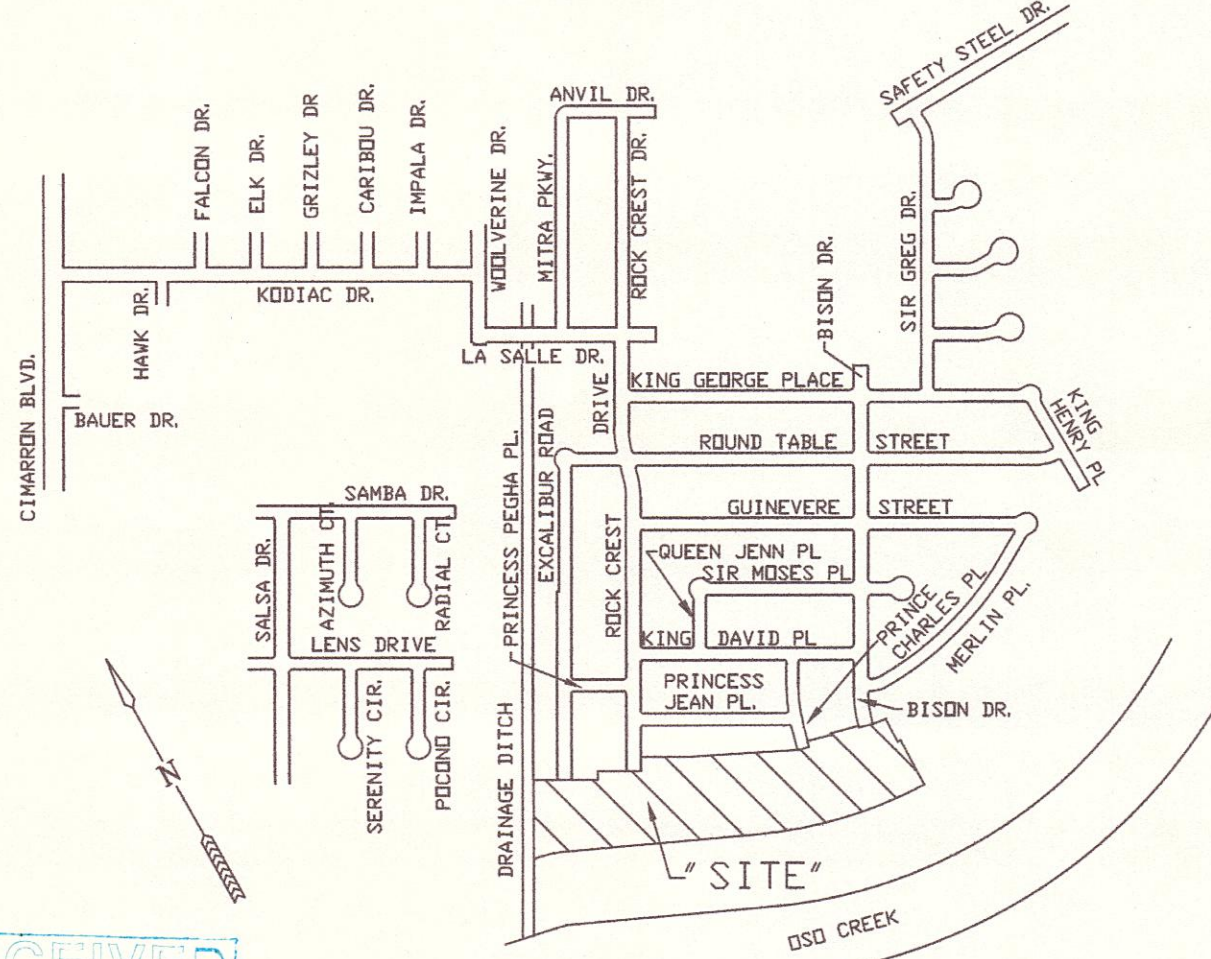
MOSSA MOSTAGHASI, GENERAL PARTNER

STATE OF TEXAS §
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MOSSA MOSTAGHASI.

THIS THE ____ DAY OF ____, 20__

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS



LOCATION MAP

1" = 800'

STATE OF TEXAS §
COUNTY OF NUECES §

WE, _____ (NAME), HEREBY CERTIFY THAT WE ARE THE HOLDERS OF A LIEN
ON THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING MAP AND THAT WE APPROVE
THE SUBDIVISION AND DEDICATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

BY: _____

TITLE: _____

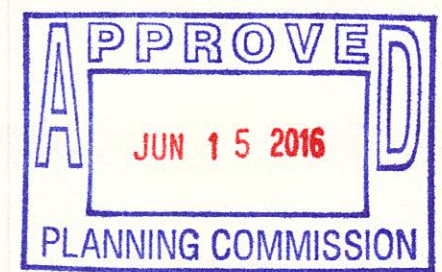
STATE OF TEXAS §
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ (NAME),

_____, (TITLE), OF _____

THIS THE ____ DAY OF ____, 20__

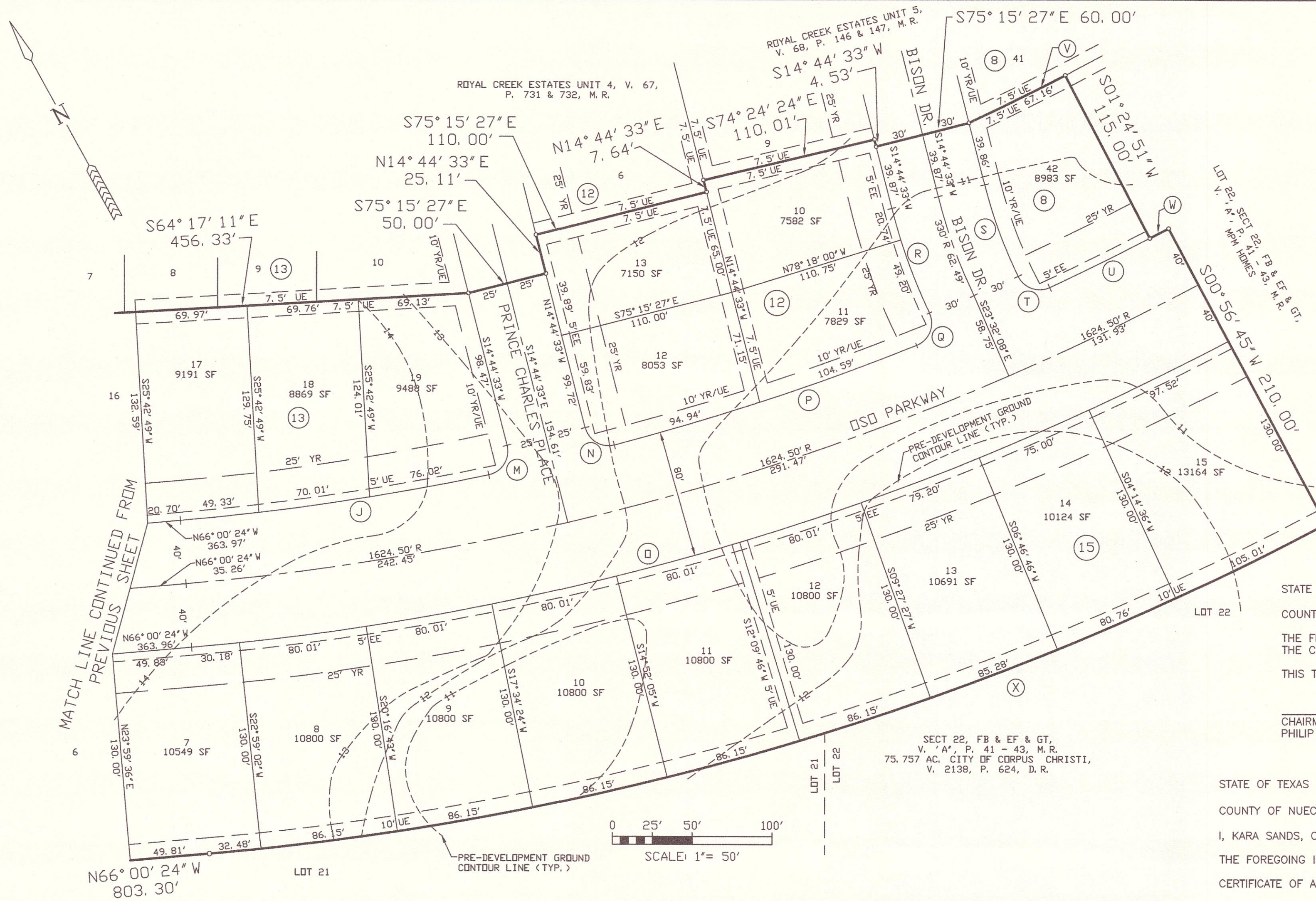
NOTARY PUBLIC, IN AND FOR
THE STATE OF TEXAS



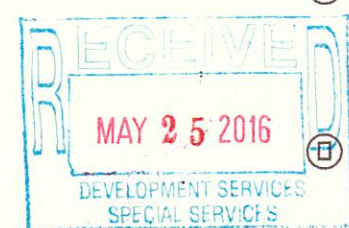
PLAT OF
ROYAL CREEK ESTATES UNIT 7
AN 12.116 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF LOTS 20, 21 AND 22,
SECTION 22, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, A MAP OF WHICH IS
RECORDED IN VOLUME "A", PAGES 41 - 43, MAP RECORDS, NUECES COUNTY, TEXAS
CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING
FIRM NO. F-52, 3054 S. ALAMEDA ST.
CORPUS CHRISTI, TEXAS 78404

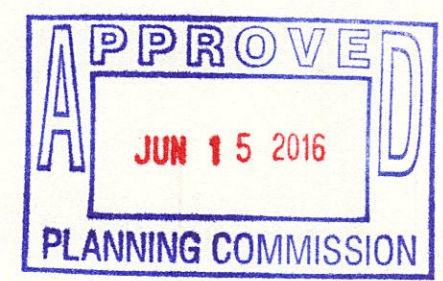
DATE PLOTTED: 5/20/16
COMP. NO. PLAT-SH1.DWG
JOB NO. 14006
SCALE: AS SHOWN
PLOT SCALE: 1" = 50'
SHEET 1 OF 2



1. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE (UDC) AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
2. THE RECEIVING WATER FOR STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO CREEK. THE TCEQ HAS NOT CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO CREEK, BUT IT IS RECOGNIZED AS AN ENVIRONMENTALLY SENSITIVE AREA. THE OSO CREEK FLOWS DIRECTLY INTO THE OSO BAY. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO BAY AS "EXCEPTIONAL" AND "OYSTER WATERS" AND CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION" USE.
3. SET 5/8" I.R.'S AT LOT ALL CORNERS UNLESS OTHERWISE NOTED.
4. THE BASIS OF BEARINGS IS THE COMMON NORTHEAST BOUNDARY OF THE SUBJECT SITE AND THE SOUTHWEST BOUNDARY LINE OF ROYAL CREEK ESTATES UNIT 4, S64°17'11"E, AS SHOWN.
5. THE ENTIRE SITE IS FEMA ZONE A13 (EL 12). FEMA ZONES ARE FROM FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 485494 0520 D, REVISED JUNE 4, 1987, FOR NUECES COUNTY, TX, UNINCORPORATED AREAS. THE FEMA PRELIMINARY MAP 48355C0520G, NOT YET ADOPTED, INDICATES THE SUBJECT SITE TO BE IN ZONE X, ZONE X (DOTTED) AND ZONE AE (EL 12).
6. THE TOTAL AREA OF THIS PLAT IS 12.116 ACRES INCLUDING STREET DEDICATIONS.
7. NO PRIVATE DRIVEWAY ACCESS ONTO LOT 42, BLOCK 8, LOTS 11 & 12, BLOCK 12, LOTS 11 & 19, BLOCK 13 AND LOTS 13 & 15, BLOCK 14 ALONG OSO PARKWAY.



J D=06°55'59" R=1614.50' T=97.80' L=195.36' CB=N69°27'43"W CH=195.24'	P D=07°04'52" R=1614.50' T=99.89' L=199.53' CB=N79°20'07"W CH=199.41'	T D=89°06'52" R=15.00' T=14.77' L=23.33' CB=N41°32'43"W CH=21.05'	X D=23°03'29" R=1824.50' T=372.16' L=734.25' CB=N77°31'31"W CH=729.30'
M D=92°19'44" R=15.00' T=15.62' L=24.17' CB=S60°54'25"W CH=21.64'	Q D=93°30'44" R=15.00' T=15.62' L=24.17' CB=S50°22'05"W CH=21.85'	U D=02°28'59" R=1614.50' T=34.99' L=69.97' CB=N87°20'39"W CH=69.97'	V D=02°33'59" R=1499.50' T=33.59' L=67.16' CB=S87°18'09"E CH=67.16'
N D=90°32'14" R=15.00' T=15.14' L=23.70' CB=N30°31'34"W CH=21.31'	R D=11°07'50" R=360.00' T=35.08' L=69.94' CB=S09°10'38"W CH=69.83'	W D=00°28'06" R=1614.50' T=6.60' L=13.20' CB=S88°49'12"E CH=13.20'	
H D=23°03'30" R=1694.50' T=345.65' L=681.94' CB=S77°31'30"E CH=677.35'	S D=11°43'50" R=300.00' T=30.82' L=61.42' CB=N08°52'38"E CH=61.31'		



STATE OF TEXAS §
COUNTY OF NUECES §
I, NIXON M. WELSH, REGISTERED PROFESSIONAL LAND SURVEYOR OF BASS & WELSH ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND THAT IT IS TRUE AND CORRECT.
THIS THE ____ DAY OF _____, 20____
NIXON M. WELSH, P.E., R.P.L.S.

STATE OF TEXAS §
COUNTY OF NUECES §
THE FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED BY THE DEPARTMENT OF DEVELOPMENT SERVICES OF THE CITY OF CORPUS CHRISTI, TEXAS
RATNA POTTUMUTHU, P.E., LEED, AP
DEVELOPMENT SERVICES ENGINEER
DATE _____

STATE OF TEXAS §
COUNTY OF NUECES §
THE FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED ON BEHALF OF THE CITY OF CORPUS CHRISTI, TEXAS BY THE PLANNING COMMISSION.
THIS THE ____ DAY OF _____, 20____

CHAIRMAN
PHILIP J. RAMIREZ, A.I.A., LEED AP
INTERIM SECRETARY
DANIEL MCGINN, A.I.C.P.

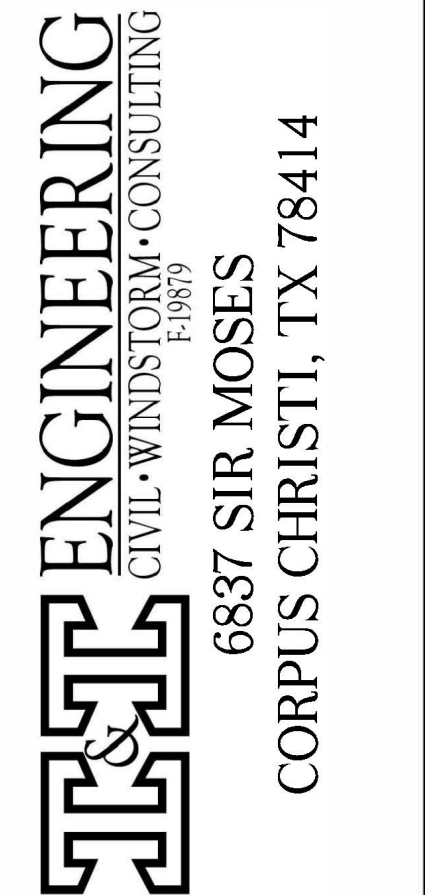
STATE OF TEXAS §
COUNTY OF NUECES §
I, KARA SANDS, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE ____ DAY OF _____, 20____ WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE THE ____ DAY OF _____, 20____ AT ____ O'CLOCK ____ M., AND DULY RECORDED THE ____ DAY OF _____, 20____ AT ____ O'CLOCK ____ M. IN THE MAP RECORDS OF SAID COUNTY IN VOLUME _____, PAGE _____, INSTRUMENT NUMBER _____.
WITNESS MY HAND AND SEAL OF THE COUNTY COURT IN AND FOR SAID COUNTY AT OFFICE IN CORPUS CHRISTI, NUECES COUNTY, TEXAS, THE DAY AND YEAR LAST WRITTEN.

BY: _____
DEPUTY
KARA SANDS, CLERK
COUNTY COURT
NUECES COUNTY, TEXAS

PLAT OF ROYAL CREEK ESTATES UNIT 7 (CONTINUED) CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING
FIRM NO. F-52, 3054 S. ALAMEDA ST.
CORPUS CHRISTI, TEXAS 78404
DATE PLOTTED: 05/20/16
COMP. NO.: PLAT-SH2.DWG
JOB NO.: 14006
SCALE: AS SHOWN
PLOT SCALE: 1" = 50'
SHEET 2 OF 2

EXHIBIT 2



OSO PARKWAY BRIDGE
AT CIMARRON DITCH

TITLE SHEET

1

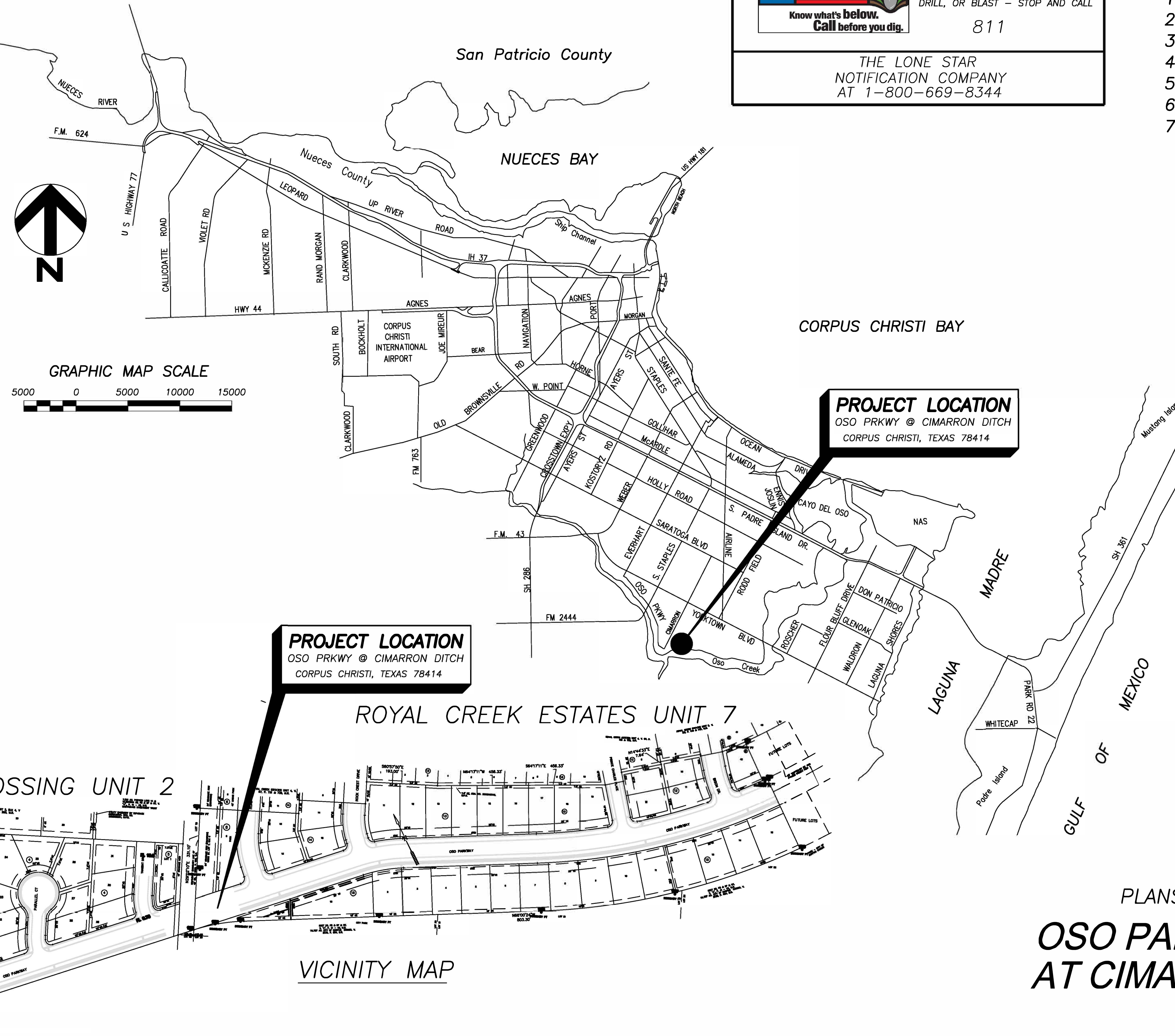


811

THE LONE STAR
NOTIFICATION COMPANY
AT 1-800-669-8344

SHEET NO.	DESCRIPTION
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1. TITLE SHEET
2. BRIDGE AND DITCH P&P
3. TXDOT MC-6-16
4. TXDOT MC-6-16
5. TXDOT RL-PR22-19
6. TXDOT RL-PR22-19
7. TXDOT CD-PW-20

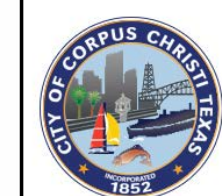


PROJECT LOCATION
OSO PRKWY @ CIMARRON DITCH
CORPUS CHRISTI, TEXAS 78414

ROYAL CREEK ESTATES UNIT 7

VICINITY MAP

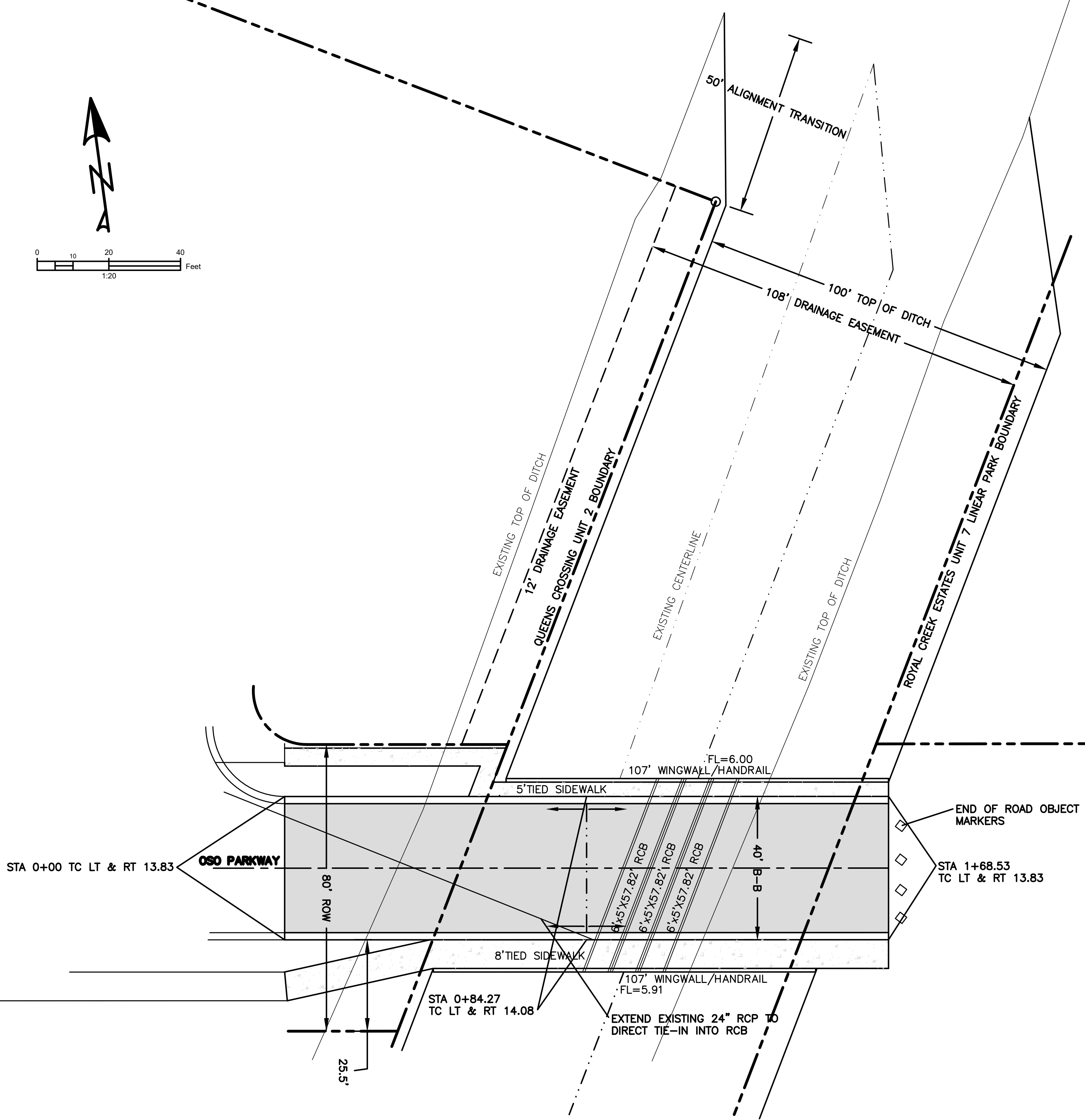
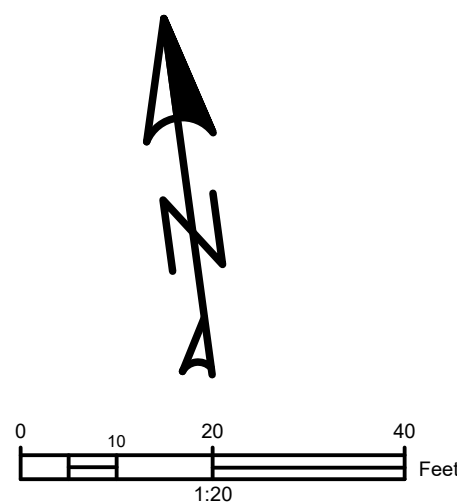
RELEASED FOR CONSTRUCTION



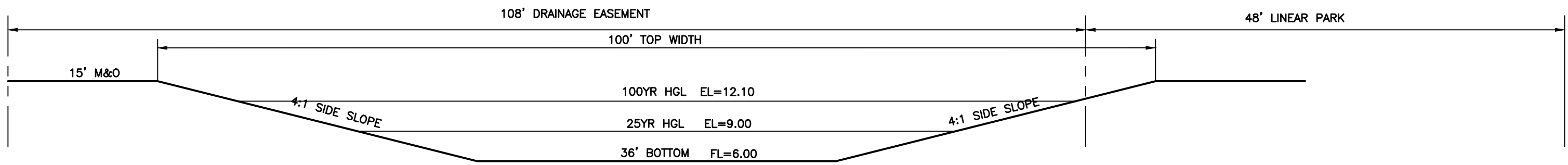
Bria A. Whitmire, P.E., CFM, CPM
Development Services
City of Corpus Christi

Note: Construction Plans will expire based on the conditions stated in UDC 3.8.5.F.

PLANS FOR OSO PARKWAY BRIDGE AT CIMARRON DITCH



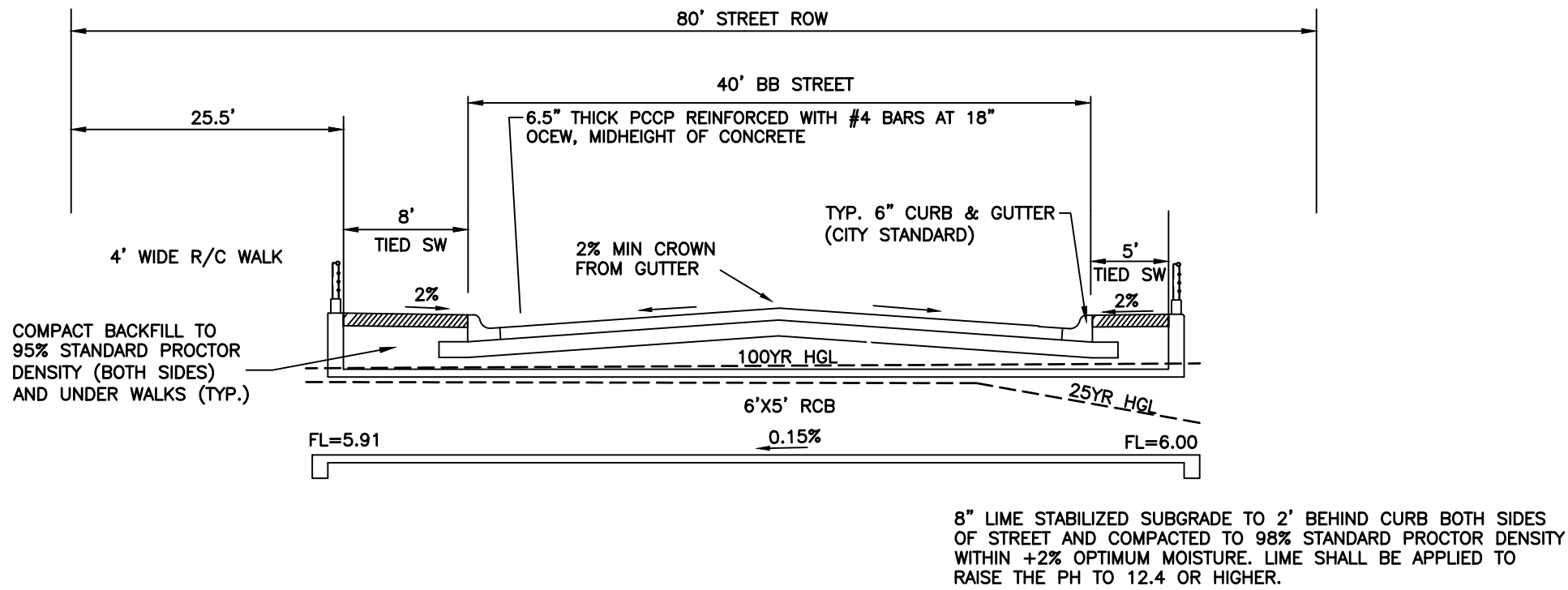
BRIDGE AND DITCH PLAN VIEW
SCALE 1:20



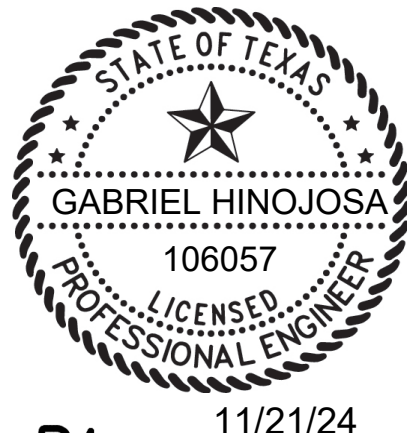
DITCH PROFILE VIEW
SCALE 1:20

PAVING, GRADING AND DRAINAGE NOTES

1. PRIOR TO ANY EARTHWORK, ALL TREES, VEGETATION, ORGANIC MATERIAL AND ANY DELETERIOUS SUBSTANCES SHALL BE REMOVED FROM THE ENTIRE PROJECT SITE EXCEPT TREES 6" DIAMETER AND LARGER OUTSIDE OF PROPOSED STREET PAVING SHALL BE LEFT IN PLACE UNHARMED. AFTER REMOVAL OF ALL VEGETATION, ORGANIC MATTER, DELETERIOUS SUBSTANCES, APPROPRIATE TREES, ETC., CONTRACTOR MAY BEGIN EARTHWORK CUT AND FILL OPERATIONS FOR LOT GRADING AND EARTHWORK ASSOCIATED WITH STREETS.
2. CONTRACTOR SHALL PERFORM ALL ROUGH EARTHWORK (FILLING, GRADING, HAULING, CUTTING, LOADING, ETC.) TO VERIFY ADEQUATE EARTH QUANTITY ON-SITE TO ACHIEVE EARTH GRADES AS SHOWN PRIOR TO ANY OTHER CONSTRUCTION AND CONTRACTOR SHALL NOT PROCEED WITH SAID OTHER CONSTRUCTION UNTIL AFTER HE HAS RECEIVED ENGINEER'S PERMISSION. SHOULD THERE NOT BE AVAILABLE EARTH TO MEET GRADES AS SHOWN, CONTRACTOR SHALL HAUL EARTH ON TO THE SITE FROM OFFSITE SOURCES TO ACHIEVE GRADES AS SHOWN (NO SEPARATE PAY). AFTER COMPLETION OF ROUGH GRADING AND AFTER COMPLETION OF STREET, DRAINAGE, SANITARY SEWER AND WATER IMPROVEMENTS, THEN CONTRACTOR SHALL PROVIDE ALL FINAL/FINISH GRADING TO ACHIEVE GRADES AS SHOWN. THIS INCLUDES RE-ALIGNMENT OF DITCH.
3. NO SEPARATE PAY FOR EARTHWORK, BEDDING, MATERIAL ENCASEMENT NOR DEWATERING FOR STORM SEWER MANHOLES, PIPES, INLETS AND BOX CULVERTS.
4. REINFORCED CONCRETE STORM SEWER BOX SHALL FOLLOW TXDOT STANDARDS.
5. ALL STREET, SANITARY SEWER AND STORM SEWER STATIONING IS MEASURED ALONG THE CENTERLINES OF STREETS.
6. CURB AND GUTTER ALIGNMENT SHALL PARALLEL ADJACENT RIGHT-OF-WAY LINES EXCEPT WHERE INDICATED OTHERWISE.
7. CONTRACTOR SHALL MEET ALL GOVERNMENTAL ONE-CALL AND OTHER REGULATIONS WITH REGARD TO EXISTING UNDERGROUND FACILITIES AND PIPELINES.
8. NO SEPARATE PAY FOR ASPHALT REMOVAL AND REPLACEMENT PAVING AND TACK COAT AND PRIME COAT AT JUNCTIONS OF PROPOSED PCCP AND EXISTING ASPHALT PAVING AT QUEENS CROSSING TIE-IN.
9. COMPACT EARTH FOR ALL DITCH BACKFILL TO 95% STANDARD PROCTOR DENSITY WITHIN THREE PERCENTAGE POINTS OF OPTIMUM MOISTURE.
10. SEE TXDOT DESIGN SHEETS FOR CIP BOX CULVERTS, HEADWALL AND PEDESTRIAN RAIL.
11. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF CORPUS CHRISTI STANDARDS AND PRACTICES.
12. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS AND/OR PAYING ANY NECESSARY FEES. NO SEPARATE PAYMENT WILL BE ALLOWED.



BRIDGE PROFILE VIEW
SCALE 1:20



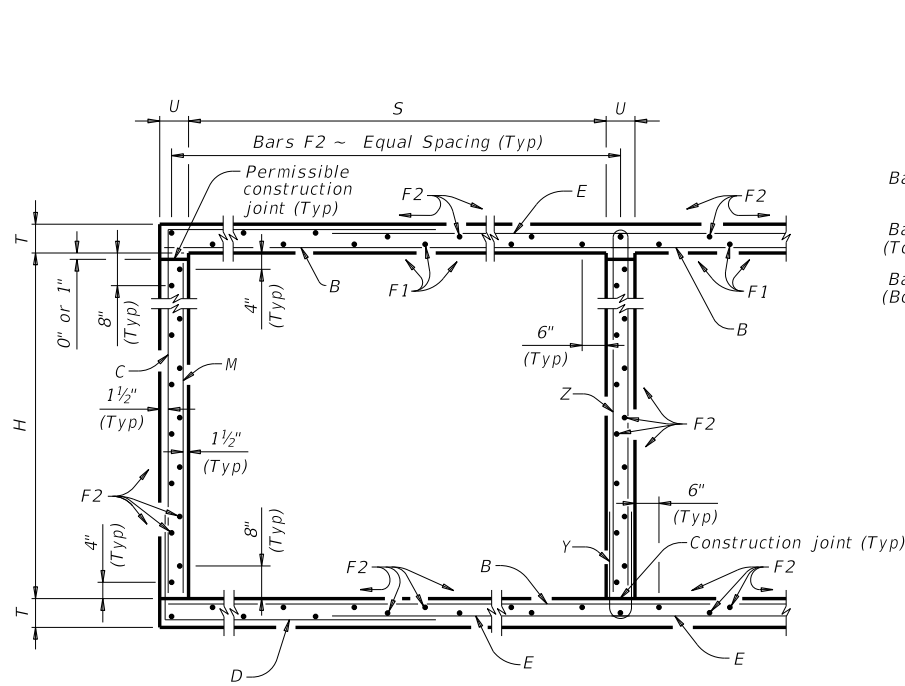
TE ENGINEERING
CIVIL • WINDSTORM • CONSULTING
EST. 1987
6837 SIR MOSES
CORPUS CHRISTI, TX 78414



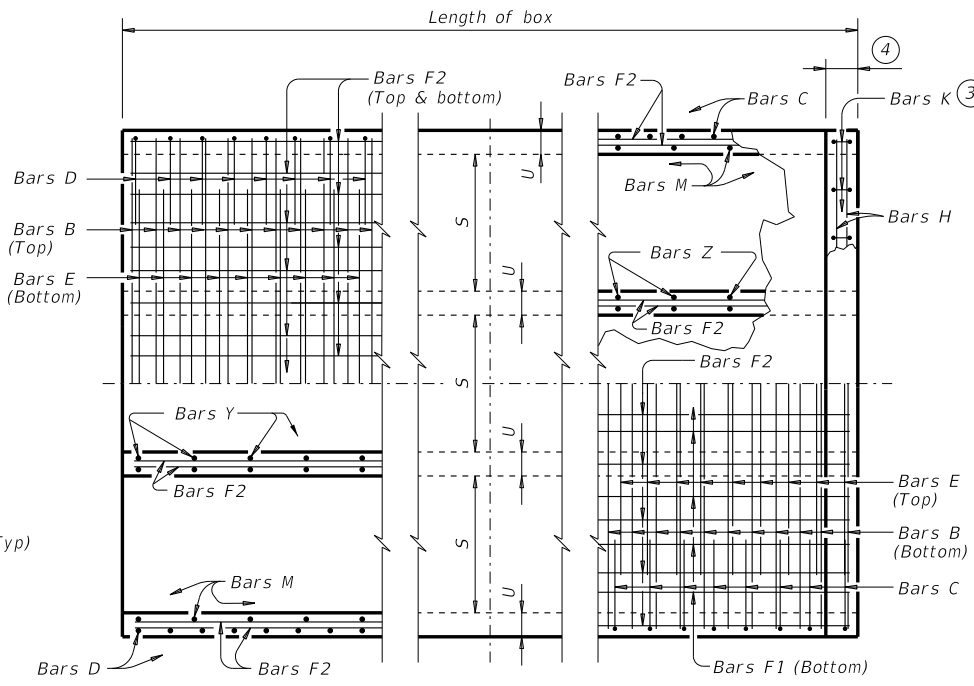
OSO PARKWAY BRIDGE
AT CIMARRON DITCH
BRIDGE AND DITCH
PLAN AND PROFILE

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act." No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



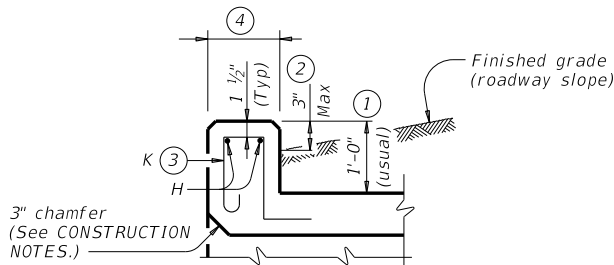
TYPICAL SECTION



BOTTOM SLAB

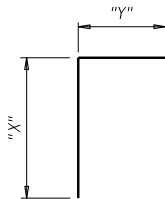
PART PLANS

TOP SLAB

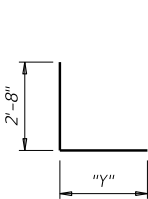


SECTION THRU CURB

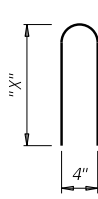
TABLE OF BAR DIMENSIONS		
H	"X"	"Y"
2'-0"	2'-7 1/2"	4'-1"
3'-0"	3'-7 1/2"	4'-1"
4'-0"	4'-7 1/2"	4'-1"
5'-0"	5'-7 1/2"	4'-1"
6'-0"	6'-7 1/2"	4'-1"



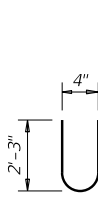
BARS C



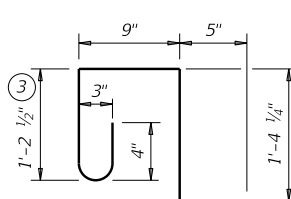
BARS D



BARS Z



BARS Y



BARS K (#4)
(Spa = 1'-0" Max)
(Length = 4'-2")

- 0" Min to 5'-0" Max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail or curbs taller than 1'-0", refer to the Extended Curb Details (ECD) standard sheet. For structures with T631 or T631LS bridge rail, refer to the Mounting Details for T631 & T631LS Rails (T631-CM) standard sheet. Refer to the Rail Anchorage Curb (RAC) standard sheet for structures with bridge rail other than T631 or T631LS.
- For vehicle safety, the following requirements must be met:
 - For structures without bridge rail, construct curbs no more than 3" above finished grade.
 - For structures with bridge rail, construct curbs flush with finished grade. Reduce curb heights, if necessary, to meet the above requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.
- For curbs less than 1'-0" high, tilt Bars K or reduce bar height as necessary to maintain cover. For curbs less than 3" high, Bars K may be omitted.
- 1'-0" typical. 2'-3" when the Rail Anchorage Curb (RAC) standard sheet is referred to elsewhere in the plans.

The Contractor may replace Bars B, C, D, E, F1, F2, M, Y, and/or Z with deformed welded wire reinforcement (WWR) meeting the requirements of ASTM A1064. The area of required reinforcement may be reduced by the ratio of 60 ksi / 70 ksi. Spacing of WWR is limited to 4" Min and 18" Max. When required, provide lap splices in the WWR of the same length required for the equivalent bar size, rounded up for wire sizes between conventional bar sizes. The lap length required for WWR is never less than the lap length required for uncoated #4 bars.

Example conversion: Replacing No. 6 Gr 60 at 6" Spacing with WWR
Required WWR = (0.44 sq. in. per 0.5 ft.) x (60 ksi / 70 ksi) = 0.755 sq. in. per ft.
If D30.6 wire is used to meet the 0.755 sq. in. per ft. requirement in this example, the required spacing = (0.306 sq. in.) / (0.755 sq. in. per ft.) x (12 in. per ft.) = 4.86" Max spacing. Required lap length for the provided D30.6 wire is 2'-1" (the same minimum lap length required for uncoated #5 bars, as listed under MATERIAL NOTES).

CONSTRUCTION NOTES:

Do not use permanent forms.
Chamfer the bottom edge of the top slab 3" at the entrance.
Optionally, raise construction joints shown at the flow line by a maximum of 6". If this option is taken, Bars M may be cut off or raised, Bars C and D may be reversed, and Bars Y and Z may be reversed.

MATERIAL NOTES:

Provide Grade 60 reinforcing steel.
Provide galvanized reinforcing steel if required elsewhere in the plans.
Provide Class C concrete (f'c = 3,600 psi) for culvert barrel and curb, with the following exceptions: provide Class S concrete (f'c = 4,000 psi) for top slabs of:

- culverts with overlay,
- culverts with 1-to-2 course surface treatment, or
- culverts with the top slab as the final riding surface.

Provide bar laps, where required, as follows:

- Uncoated or galvanized ~ #4 = 1'-8" Min
- Uncoated or galvanized ~ #5 = 2'-1" Min
- Uncoated or galvanized ~ #6 = 2'-6" Min

GENERAL NOTES:

Designed according to AASHTO LRFD Bridge Design Specifications for the range of fill heights shown.
See the Multiple Box Culverts Cast-In-Place Miscellaneous Detail (MC-MD) standard sheet for details pertaining to skewed ends, angle sections, and lengthening.

Cover dimensions are clear dimensions, unless noted otherwise.
Reinforcing bar dimensions shown are out-to-out of bar.

HL93 LOADING

SHEET 1 OF 2



MULTIPLE BOX CULVERTS
CAST-IN-PLACE

6'-0" SPAN
0' TO 16' FILL

MC-6-16

RELEASED FOR CONSTRUCTION



Bria A. Whitmire, P.E., CFM, CPM
Development Services
City of Corpus Christi

Note: Construction Plans will expire based on the conditions stated in UDC 3.8.5.F.

FILE: CD-MC616-20.dgn	DN: TBE	CK: BMP	DW: TxDOT	CK: TxDOT
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS				
DIST		COUNTY		SHEET NO.

DISCLAIMER:
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TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

NUMBER OF SPANS	SECTION DIMENSIONS				BILLS OF REINFORCING STEEL (For Box Length = 40 feet)																																QUANTITIES												
					Bars B					Bars C & D					Bars E				Bars F1 ~ #4				Bars F2 ~ #4				Bars M ~ #4				Bars Y & Z ~ #4				Bars H 4 ~ #4		Bars K		Per Foot of Barrel		Curb		Total						
	S	H	T	U	No.	Size	Spa	Length	Wt	No.	Size	Spa	Bars C		Bars D		No.	Size	Spa	Length	Wt	No.	Spa	Length	Wt	No.	Spa	Length	Wt	No.	Spa	Length	Wt	No.	Spa	Bars Y		Bars Z		Length	Wt	No.	Wt	Conc (CY)	Renf (Lb)	Conc (CY)	Renf (Lb)	Conc (CY)	Renf (Lb)
													Length	Wt	Length	Wt																				Length	Wt	Length	Wt										
2	6' - 0"	2' - 0"	9"	7"	108	#6	9"	13' - 6"	2,190	108	#5	9"	6' - 8"	751	6' - 9"	760	108	#6	9"	10' - 2"	1,649	10	18"	39' - 9"	266	44	18"	39' - 9"	1,168	108	9"	2' - 0"	144	54	9"	4' - 9"	171	5' - 5"	195	13' - 6"	36	30	84	0.894	182.4	1.0	120	36.8	7,414
3	6' - 0"	2' - 0"	9"	7"	108	#6	9"	20' - 1"	3,258	108	#5	9"	6' - 8"	751	6' - 9"	760	108	#6	9"	16' - 9"	2,717	15	18"	39' - 9"	398	63	18"	39' - 9"	1,673	108	9"	2' - 0"	144	108	9"	4' - 9"	343	5' - 5"	391	20' - 1"	54	44	122	1.302	260.9	1.5	176	53.6	10,611
4	6' - 0"	2' - 0"	9"	7"	108	#6	9"	26' - 8"	4,326	108	#5	9"	6' - 8"	751	6' - 9"	760	108	#6	9"	23' - 4"	3,785	20	18"	39' - 9"	531	82	18"	39' - 9"	2,177	108	9"	2' - 0"	144	162	9"	4' - 9"	514	5' - 5"	586	26' - 8"	71	56	156	1.711	339.4	2.0	227	70.4	13,801
5	6' - 0"	2' - 0"	9"	7"	108	#6	9"	33' - 3"	5,394	108	#5	9"	6' - 8"	751	6' - 9"	760	108	#6	9"	29' - 11"	4,853	25	18"	39' - 9"	664	101	18"	39' - 9"	2,682	108	9"	2' - 0"	144	216	9"	4' - 9"	685	5' - 5"	782	33' - 3"	89	70	195	2.120	417.9	2.5	284	87.3	16,999
6	6' - 0"	2' - 0"	9"	7"	108	#6	9"	39' - 10"	6,462	108	#5	9"	6' - 8"	751	6' - 9"	760	108	#6	9"	36' - 6"	5,921	30	18"	39' - 9"	797	120	18"	39' - 9"	3,186	108	9"	2' - 0"	144	270	9"	4' - 9"	857	5' - 5"	977	39' - 10"	106	82	228	2.529	496.4	3.0	334	104.1	20,189
2	6' - 0"	3' - 0"	9"	7"	108	#6	9"	13' - 6"	2,190	108	#5	9"	7' - 8"	864	6' - 9"	760	108	#6	9"	10' - 2"	1,649	10	18"	39' - 9"	266	50	18"	39' - 9"	1,328	108	9"	3' - 0"	216	54	9"	4' - 9"	171	7' - 5"	268	13' - 6"	36	30	84	0.958	192.8	1.0	120	39.3	7,832
3	6' - 0"	3' - 0"	9"	7"	108	#6	9"	20' - 1"	3,258	108	#5	9"	7' - 8"	864	6' - 9"	760	108	#6	9"	16' - 9"	2,717	15	18"	39' - 9"	398	71	18"	39' - 9"	1,885	108	9"	3' - 0"	216	108	9"	4' - 9"	343	7' - 5"	535	20' - 1"	54	44	122	1.389	274.4	1.5	176	57.1	11,152
4	6' - 0"	3' - 0"	9"	7"	108	#6	9"	26' - 8"	4,326	108	#5	9"	7' - 8"	864	6' - 9"	760	108	#6	9"	23' - 4"	3,785	20	18"	39' - 9"	531	92	18"	39' - 9"	2,443	108	9"	3' - 0"	216	162	9"	4' - 9"	514	7' - 5"	803	26' - 8"	71	56	156	1.819	356.1	2.0	227	74.7	14,469
5	6' - 0"	3' - 0"	9"	7"	108	#6	9"	33' - 3"	5,394	108	#5	9"	7' - 8"	864	6' - 9"	760	108	#6	9"	29' - 11"	4,853	25	18"	39' - 9"	664	113	18"	39' - 9"	3,000	108	9"	3' - 0"	216	216	9"	4' - 9"	685	7' - 5"	1,070	33' - 3"	89	70	195	2.250	437.7	2.5	284	92.5	17,790
6	6' - 0"	3' - 0"	9"	7"	108	#6	9"	39' - 10"	6,462	108	#5	9"	7' - 8"	864	6' - 9"	760	108	#6	9"	36' - 6"	5,921	30	18"	39' - 9"	797	134	18"	39' - 9"	3,558	108	9"	3' - 0"	216	270	9"	4' - 9"	857	7' - 5"	1,338	39' - 10"	106	82	228	2.681	519.3	3.0	334	110.2	21,107
2	6' - 0"	4' - 0"	9"	7"	108	#6	9"	13' - 6"	2,190	108	#5	9"	8' - 8"	976	6' - 9"	760	108	#6	9"	10' - 2"	1,649	10	18"	39' - 9"	266	50	18"	39' - 9"	1,328	108	9"	4' - 0"	289	54	9"	4' - 9"	171	9' - 5"	340	13' - 6"	36	30	84	1.023	199.2	1.0	120	41.9	8,089
3	6' - 0"	4' - 0"	9"	7"	108	#6	9"	20' - 1"	3,258	108	#5	9"	8' - 8"	976	6' - 9"	760	108	#6	9"	16' - 9"	2,717	15	18"	39' - 9"	398	71	18"	39' - 9"	1,885	108	9"	4' - 0"	289	108	9"	4' - 9"	343	9' - 5"	679	20' - 1"	54	44	122	1.475	282.6	1.5	176	60.5	11,481
4	6' - 0"	4' - 0"	9"	7"	108	#6	9"	26' - 8"	4,326	108	#5	9"	8' - 8"	976	6' - 9"	760	108	#6	9"	23' - 4"	3,785	20	18"	39' - 9"	531	92	18"	39' - 9"	2,443	108	9"	4' - 0"	289	162	9"	4' - 9"	514	9' - 5"	1,019	26' - 8"	71	56	156	1.927	366.1	2.0	227	79.1	14,870
5	6' - 0"	4' - 0"	9"	7"	108	#6	9"	33' - 3"	5,394	108	#5	9"	8' - 8"	976	6' - 9"	760	108	#6	9"	29' - 11"	4,853	25	18"	39' - 9"	664	113	18"	39' - 9"	3,000	108	9"	4' - 0"	289	216	9"	4' - 9"	685	9' - 5"	1,359	33' - 3"	89	70	195	2.380	449.5	2.5	284	97.7	18,264
6	6' - 0"	4' - 0"	9"	7"	108	#6	9"	39' - 10"	6,462	108	#5	9"	8' - 8"	976	6' - 9"	760	108	#6	9"	36' - 6"	5,921	30	18"	39' - 9"	797	134	18"	39' - 9"	3,558	108	9"	4' - 0"	289	270	9"	4' - 9"	857	9' - 5"	1,698	39' - 10"	106	82	228	2.832	533.0	3.0	334	116.2	21,652
2	6' - 0"	5' - 0"	9"	7"	108	#6	9"	13' - 6"	2,190	108	#5	9"	9' - 8"	1,089	6' - 9"	760	108	#6	9"	10' - 2"	1,649	10	18"	39' - 9"	266	56	18"	39' - 9"	1,487	108	9"	5' - 0"	361	54	9"	4' - 9"	171	11' - 5"	412	13' - 6"	36	30	84	1.088	209.6	1.0	120	44.5	8,505
3	6' - 0"	5' - 0"	9"	7"	108	#6	9"	20' - 1"	3,258	108	#5	9"	9' - 8"	1,089	6' - 9"	760	108	#6	9"	16' - 9"	2,717	15	18"	39' - 9"	398	79	18"	39' - 9"	2,098	108	9"	5' - 0"	361	108	9"	4' - 9"	343	11' - 5"	824	20' - 1"	54	44	122	1.562	296.2	1.5	176	64.0	12,024
4	6' - 0"	5' - 0"	9"	7"	108	#6	9"	26' - 8"	4,326	108	#5	9"	9' - 8"	1,089	6' - 9"	760	108	#6	9"	23' - 4"	3,785	20	18"	39' - 9"	531	102	18"	39' - 9"	2,708	108	9"	5' - 0"	361	162	9"	4' - 9"	514	11' - 5"	1,235	26' - 8"	71	56	156	2.035	382.7	2.0	227	83.4	15,536
5	6' - 0"	5' - 0"	9"	7"	108	#6	9"	33' - 3"	5,394	108	#5	9"	9' - 8"	1,089	6' - 9"	760	108	#6	9"	29' - 11"	4,853	25	18"	39' - 9"	664	125	18"	39' - 9"	3,319	108	9"	5' - 0"	361	216	9"	4' - 9"	685	11' - 5"	1,647	33' - 3"	89	70	195	2.509	469.3	2.5	284	102.8	19,056
6	6' - 0"	5' - 0"	9"	7"	108	#6	9"	39' - 10"	6,462	108	#5	9"	9' - 8"	1,089	6' - 9"	760	108	#6	9"	36' - 6"	5,921	30	18"	39' - 9"	797	148	18"	39' - 9"	3,930	108	9"	5' - 0"	361	270	9"	4' - 9"	857	11' - 5"	2,059	39' - 10"	106	82	228	2.983	555.9	3.0	334	122.3	22,570
2	6' - 0"	6' - 0"	9"	7"	108	#6	9"	13' - 6"	2,190	108	#5	9"	10' - 8"	1,202	6' - 9"	760	108	#6	9"	10' - 2"	1,649	10	18"	39' - 9"	266	62	18"	39' - 9"	1,646	108	9"	6' - 0"	433	54	9"	4' - 9"	171	13' - 5"	484	13' - 6"	36	30	84	1.153	220.0	1.0	120	47.1	8,921
3	6' - 0"	6' - 0"	9"	7"	108	#6	9"	20' - 1"	3,258	108	#5	9"	10' - 8"	1,202	6' - 9"	760	108	#6	9"	16' - 9"	2,717	15	18"	39' - 9"	398	87	18"	39' - 9"	2,310	108	9"	6' - 0"	433	108	9"	4' - 9"	343	13' - 5"	968	20' - 1"	54	44	122	1.648	309.7	1.5	176	67.4	12,565
4	6' - 0"	6' - 0"	9"	7"	108	#6	9"	26' - 8"	4,326	108	#5	9"	10' - 8"	1,202	6' - 9"	760	108	#6	9"	23' - 4"	3,785	20	18"	39' - 9"	531	112	18"	39' - 9"	2,974	108	9"	6' - 0"	433	162	9"	4' - 9"	514	13' - 5"	1,452	26' - 8"	71	56	156	2.144	399.4	2.0	227	87.7	16,204
5	6' - 0"	6' - 0"	9"	7"	108	#6	9"	33' - 3"	5,394	108	#5	9"	10' - 8"	1,202	6' - 9"	760	108	#6	9"	29' - 11"	4,853	25	18"	39' - 9"	664	137	18"	39' - 9"	3,638	108	9"	6' - 0"	433	216	9"	4' - 9"	685	13' - 5"	1,936	33' - 3"	89	70	195	2.639	489.1	2.5	284	108.0	19,849
6	6' - 0"	6' - 0"	9"	7"	108	#6	9"	39' - 10"	6,462	1																																							

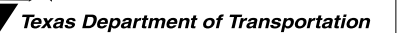
DATE: _____
FILE: _____



-
- Technical drawing of a base plate for a column. The drawing shows a square base plate with dimensions: overall width $6 \frac{5}{8}"$, overall height $8"$, and a central square area of $4" \times 4"$. The base plate is made of PL $\frac{1}{2}$ (ASTM A36). It has four holes for bolts, with a diameter of $1 \frac{3}{16}"$. The holes are spaced $2 \frac{3}{4}"$ from the edges. The base plate is attached to a column with a diameter of $6"$. The column is made of PL $\frac{5}{8}$ (ASTM A36). The base plate is shown in a perspective view, with a cross-section view of the column and base plate connection. The cross-section shows the column with a diameter of $6"$, a wall thickness of $\frac{1}{4}"$, and a base plate with a thickness of $\frac{1}{2}"$. The base plate is attached to the column with four bolts, with a spacing of $2 \frac{3}{4}"$ between the bolts. The base plate is also shown with a detail view of the bolt hole, indicating a diameter of $1 \frac{3}{16}"$ and a spacing of $2 \frac{3}{4}"$ from the edges. The base plate is labeled "Base PL $\frac{1}{2}$ (ASTM A36)" and the column is labeled "6" Dia Holes".

SECTION A-A
Showing base plate detail.


SHEET 1 OF 2



**Bridge
Division
Standard**

PEDESTRIAN RAIL

TYPE PR22

FILE: RL-PR22-19.dgn		DN: TAR	CK: TBE	DW: JTR	CK: TAR
 TxDOT <div> September 2019 REVISIONS </div>	CONT	SECT	JOB		HIGHWAY
	DIST	COUNTY			SHEET NO.

RELEASED FOR CONSTRUCTION

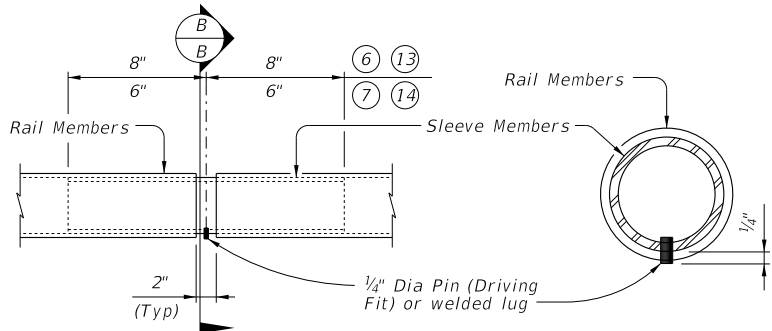


Bria A. Whitmire, P.E., CFM, CPM
Development Services
City of Corpus Christi

Note: Construction Plans will expire based on the conditions stated in UDC 3.8.5.F.

DISCLAIMER:
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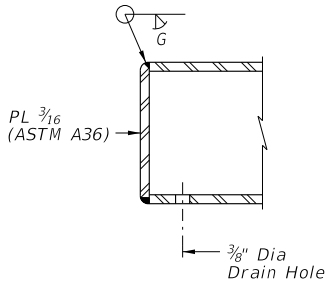
DATE:
FILE:



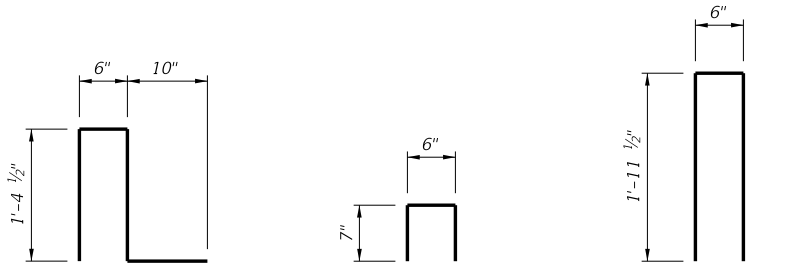
AT SPLICES OR EXP JTS

SECTION B-B

PIPE SPLICE DETAIL



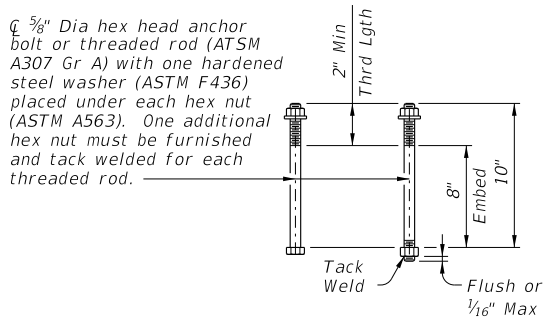
RAIL CAP DETAIL



BARS V (#4)

BARS VS (#4)

BARS U (#4)



CAST-IN-PLACE ANCHOR BOLT OPTIONS

- ⑥ HSS 3.500 x 0.216 (Rail Member)
- ⑦ HSS 2.375 x 0.154 (Rail Member)
- ⑬ HSS 2.875 x 0.203 (Sleeve Member)
- ⑭ HSS 1.900 x 0.145 (Sleeve Member)

CONSTRUCTION NOTES:

This rail may be slip-formed if approved by the Engineer when epoxy adhesive anchor bolts are used.

Slip-forming parapet is not allowed if anchor bolts are cast with parapet wall.

If rail is slip-formed, apply an heavy epoxy bead 1" behind toe of traffic side of rail to concrete deck just prior to slip forming. Provide a 3/8" width x 1/4" tall heavy epoxy bead with Type III, Class C or a Type V epoxy.

At the Contractor's option anchor bolts may be cast with the parapet. See "Material Notes."

Panel lengths of railing must be attached to a minimum of three posts except on abutment wingwalls.

Test adhesive anchors in accordance with Item 450.3.3, "Tests". Test 3 anchors per 100 anchors installed. Perform corrective measures to provide adequate capacity if any of the tests do not meet the required test load. Repair damage from testing as directed.

Face of rail, posts and parapet must be vertical transversely unless otherwise approved. Rail posts must be perpendicular to top of adjacent concrete parapet grade. Use Type VIII epoxy mortar under post base plates if gaps larger than 1/16" exist.

For curved railing applications, fabricate the HSS rail to the radius when the radius is 600' or less. Submit shop drawings for approval when tubes are required to be fabricated to a radius. Shop drawings must be submitted to the Engineer for approval.

Round or chamfer all exposed edges of steel components 1/16" by grinding prior to galvanizing.

Chamfer all exposed concrete corners.

MATERIAL NOTES:

Provide ASTM A500 Gr B, A1085 or A53 Gr B for all HSS.

Galvanize all metal components of steel rail system. Apply additional coatings when shown elsewhere on the plans. When plans require paint over galvanizing, follow the requirements for painting galvanized steel in Item 445, "Galvanizing" and when field painting, Item 446, "Field Cleaning and Painting Steel." Sleeve members and anchor bolts must receive galvanization prior to installation and only field paint after installation unless directed otherwise by Engineer.

Anchor bolts must be 5/8" Dia ASTM A307 Gr A fully threaded rods with one hex nut and one hardened steel washer (ASTM F436). Nuts must conform to ASTM A563 requirements. Embed fully threaded rods into parapet using a Type III, Class C, D, E, or F anchor adhesive. Minimum adhesive anchor embedment depth is 7". Anchor adhesive chosen must be able to achieve a nominal bond strength in tension of a single anchor, Na, 8.5 kips (edge distance must be accounted for). Submit signed and sealed calculations or the manufacturer's published literature showing the proposed anchor adhesive's ability to develop this load to the Engineer for approval prior to use. Anchor installation, including hole size, drilling, and clean out, must be in accordance with Item 450, "Railing".

Optional cast-in-place anchor bolts must be 5/8" Dia ASTM A307 Gr A with one hardened steel washer (ASTM F436) placed under each hex nut or ASTM A307 Gr A threaded rods with one tack welded hex nut each and with one hex nut with one hardened steel washer (ASTM F436) each. Nuts must conform to ASTM A563 requirements.

Provide Class "C" concrete. Provide Class "C" (HPC) if required elsewhere.

Epoxy coat or galvanize all reinforcing if slab bars are epoxy coated or galvanized.

Provide Grade 60 reinforcing steel.

Deformed Welded Wire Reinforcement (WWR) (ASTM A1064) of equal size and spacing may be substituted for Bars U, and V unless noted otherwise.

Provide bar laps, where required, as follows:
Uncoated or galvanized ~ #4 = 1'-7"
Epoxy coated ~ #4 = 2'-5"

GENERAL NOTES:

Designed according to AASHTO LRFD Specifications.


Do not use this railing on bridges with expansion joints providing more than 5" movement.

Rail anchorage details shown on this standard may require modification for select structure types. See appropriate details elsewhere in plans for these modifications.

For all rails, submit erection drawings showing section lengths, splice locations, rail post spacing and anchor bolt setting for approval.

Average weight of railing: 146 plf ~ total
122 plf ~ Conc (with no Overlay)
24 plf ~ Steel

Cover dimensions are clear dimensions, unless noted otherwise.
Reinforcing bar dimensions shown are out-to-out of bar.



Bridge Division Standard

PEDESTRIAN RAIL

TYPE PR22

FILE: RL-PR22-19.dgn	DN: TAR	CK: TBE	DW: JTR	CK: TAR
©TxDOT September 2019	CONT	SECT	JOB	HIGHWAY
REVISIONS				
DIST	COUNTY			SHEET NO.

RELEASED FOR CONSTRUCTION



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Development Services
City of Corpus Christi

Note: Construction Plans will expire based on the conditions stated in UDC 3.8.5.F.

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DATE:
FILE:

TABLE OF DIMENSIONS AND REINFORCING STEEL
(Wings for one structure end)

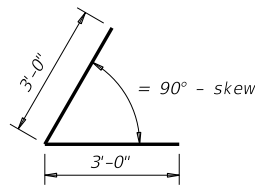
Dimensions					Variable Reinforcing				Estimated Quantities per ft of wing (2-wings) ⁽⁴⁾		Estimated Quantities per ft of Toewall (1-toewall)	
Maximum Wingwall Height Hw	W	X	Y	Z	Bars J1		Bars J2					
					Size	Spa	Size	Spa	Reinf Lb/Ft	Conc (CY/Ft)	Reinf (Lb/Ft)	Conc (CY/Ft)
2'-6"	2'-10"	10"	1'-0"	7"	#4	1'-0"	#4	1'-0"	48.64	0.406	6.85	0.071
2'-9"	2'-10"	10"	1'-0"	7"	#4	1'-0"	#4	1'-0"	49.31	0.424	6.85	0.071
3'-0"	2'-10"	10"	1'-0"	7"	#4	1'-0"	#4	1'-0"	49.98	0.444	6.85	0.071
3'-3"	2'-10"	10"	1'-0"	7"	#4	1'-0"	#4	1'-0"	53.32	0.462	6.85	0.071
3'-6"	2'-10"	10"	1'-0"	7"	#4	1'-0"	#4	1'-0"	53.98	0.480	6.85	0.071
4'-0"	3'-2"	1'-2"	1'-0"	7"	#4	1'-0"	#4	1'-0"	55.77	0.532	6.85	0.071
4'-6"	3'-2"	1'-2"	1'-0"	7"	#4	1'-0"	#4	1'-0"	59.77	0.568	6.85	0.071
5'-0"	3'-9"	1'-7"	1'-2"	7"	#4	1'-0"	#4	1'-0"	63.45	0.632	6.96	0.075
5'-6"	3'-9"	1'-7"	1'-2"	7"	#4	1'-0"	#4	1'-0"	67.46	0.668	6.96	0.075
6'-0"	4'-4"	2'-0"	1'-4"	7"	#5	1'-0"	#5	1'-0"	80.67	0.730	7.07	0.078
6'-6"	4'-4"	2'-0"	1'-4"	7"	#5	1'-0"	#5	1'-0"	85.05	0.768	7.07	0.078
7'-0"	5'-0"	2'-3"	1'-9"	8"	#5	1'-0"	#5	1'-0"	92.15	0.864	8.07	0.093
7'-6"	5'-0"	2'-3"	1'-9"	8"	#5	1'-0"	#5	1'-0"	96.54	0.902	8.07	0.093
8'-0"	5'-6"	2'-8"	1'-10"	8"	#5	6"	#5	6"	139.04	0.962	8.13	0.095
8'-6"	5'-6"	2'-8"	1'-10"	8"	#5	6"	#5	6"	144.47	1.000	8.13	0.095
9'-6"	6'-0"	2'-10"	2'-2"	9"	#5	6"	#5	6"	156.93	1.136	8.41	0.110
10'-6"	6'-5"	3'-0"	2'-5"	9"	#6	6"	#5	6"	196.27	1.234	8.57	0.117
11'-6"	7'-2"	3'-6"	2'-8"	11"	#6	6"	#6	6"	230.13	1.438	9.52	0.140
12'-6"	7'-8"	3'-9"	2'-11"	1'-0"	#7	6"	#6	6"	283.41	1.592	9.74	0.157
13'-6"	8'-2"	4'-0"	3'-2"	1'-2"	#8	6"	#6	6"	348.72	1.804	10.02	0.186
14'-6"	8'-10"	4'-5"	3'-5"	1'-4"	#9	6"	#6	6"	432.94	2.046	10.30	0.218
15'-6"	9'-6"	4'-10"	3'-8"	1'-6"	#9	6"	#7	6"	489.52	2.302	11.24	0.253
16'-0"	9'-11"	5'-0"	3'-11"	1'-7"	#9	6"	#7	6"	505.72	2.448	11.47	0.279

TABLE OF WINGWALL REINFORCING
(2-wings)

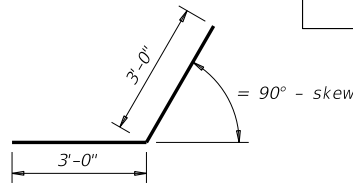
Bar	Size	No.	Spa
D1	#6	~	1'-0"
D2	#6	~	1'-0"
E1	#4	~	1'-0"
F	#4	~	1'-0"
G	#6	~	8"
M1	#4	4	~
P	#4	~	1'-0"
V	#4	~	1'-0"

TABLE OF TOEWALL REINFORCING

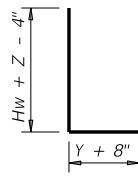
Bar	Size	No.	Spa
J3	#4	~	1'-0"
M2	#4	2	~
E2	#4	~	1'-0"



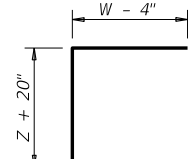
BARS D1



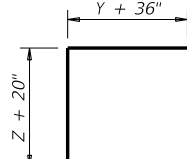
BARS D2



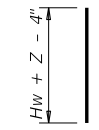
BARS J1



BARS J2



BARS J3



BARS V

WING DIMENSION FORMULAS:

(All values are in feet.)

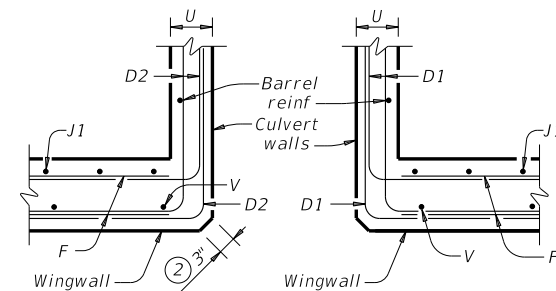
$$\begin{aligned} Hw &= H + T + C \\ Lw &= (Hw) (SL) \div \cosine (\theta) \text{ for Type PW-1} \\ &= (Hw - 1') (SL) \div \cosine (\theta) \text{ for Type PW-2 and } Hw \geq 4' \\ &= (Hw - 0.5') (SL) \div \cosine (\theta) \text{ for Type PW-2 and } Hw < 4' \end{aligned}$$

For cast-in-place culverts:
 $Ltw = [(N) (S) + (N + 1) (U)] \div \cosine (\theta)$

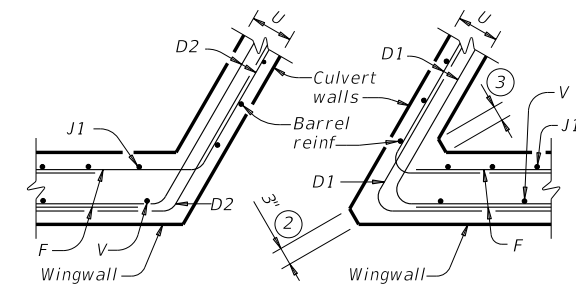
$$\begin{aligned} \text{For precast culverts:} \\ Ltw &= [(N) (2 U + S) + (N - 1) (0.5')] \div \cosine (\theta) \\ \text{Total Wingwall Area (two wings ~ SF)} \\ &= (2)(Hw)(Lw) \text{ for Type PW-1} \\ &= (2)(Hw)(Lw) - 6 \text{ SF for Type PW-2 and } Hw \geq 4' \\ &= (2)(Hw)(Lw) - 1.5 \text{ SF for Type PW-2 and } Hw < 4' \end{aligned}$$

Hw = Height of wingwall
 Lw = Length of wingwall
 Ltw = Culvert toewall length
 N = Number of culvert spans
 $SL:1$ = Channel slope ratio. (horizontal: 1 vertical, usual value is 2:1)
 θ = Culvert skew

See applicable box culvert standard sheet for S, H, T, and U values.



SECTION C-C - PW-1



SECTION C-C - PW-2

- Skew = 0°
- At discharge end, chamfer may be 3/4" minimum.
- For 15° skew ~ 1"
For 30° skew ~ 2"
For 45° skew ~ 3"
- Quantities shown are for two Type PW-1 wings. Adjust concrete volume for Type PW-2 wings. To determine estimated quantities for two wings, multiply the tabulated values by Lw. Quantities shown do not include weight of Bars D.
- Provide weepholes for Hw = 5'-0" and greater. Fill around weepholes with coarse gravel.
- Extend Bars E2 1'-6" minimum into the wingwall footing.
- Lap Bars M1 1'-6" minimum with Bars M2.
- Place Bars G as shown, equally spaced at 8" maximum. Provide at least two pairs of Bars G per wing.
- 0" Min to 5'-0" Max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail or curbs taller than 1'-0, refer to the Extended Curb Details (ECD) standard sheet. For structures with T631 or T631LS bridge rail, refer to the Mounting Details for T631 & T631LS Rails (T631-CM) standard sheet. Refer to the Box Culvert Rail Mounting Details (RAC) standard sheet for structures with bridge rail other than T631 or T631LS.
- For vehicle safety, the following requirements must be met:
 - For structures without bridge rail, construct curbs no more than 3" above finished grade.
 - For structures with bridge rail, construct curbs flush with finished grade.Reduce curb heights, if necessary, to meet the above requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.
- 1'-0" typical. 2'-3" when the Box Culvert Rail Mounting Details (RAC) standard sheet is referred to elsewhere in the plans.
- 3'-0" for Hw < 4'.
- 6" for Hw < 4'.

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City of Corpus Christi
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DESIGNER NOTES:

Type PW-1 can be used for all applications and must be used if railing is to be mounted to the wingwall. Type PW-2 can only be used for applications without a railing mounted to the wingwall.

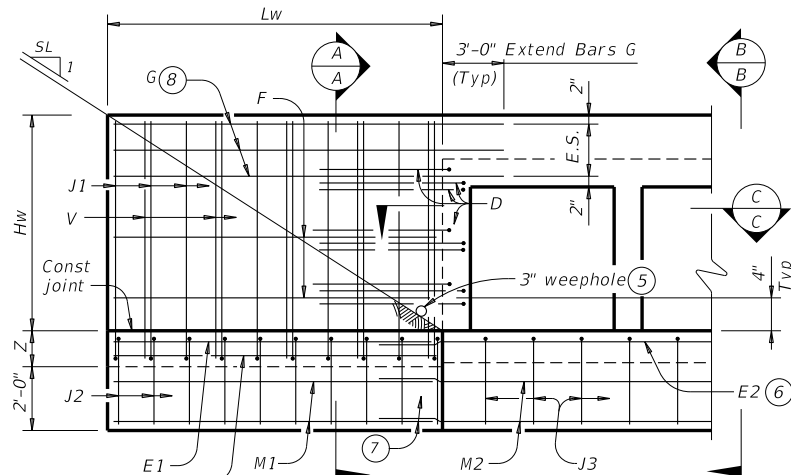
MATERIAL NOTES:

Provide Class C concrete (f'c=3,600 psi).
Provide Grade 60 reinforcing steel.
Provide galvanized reinforcing steel if required elsewhere in the plans.

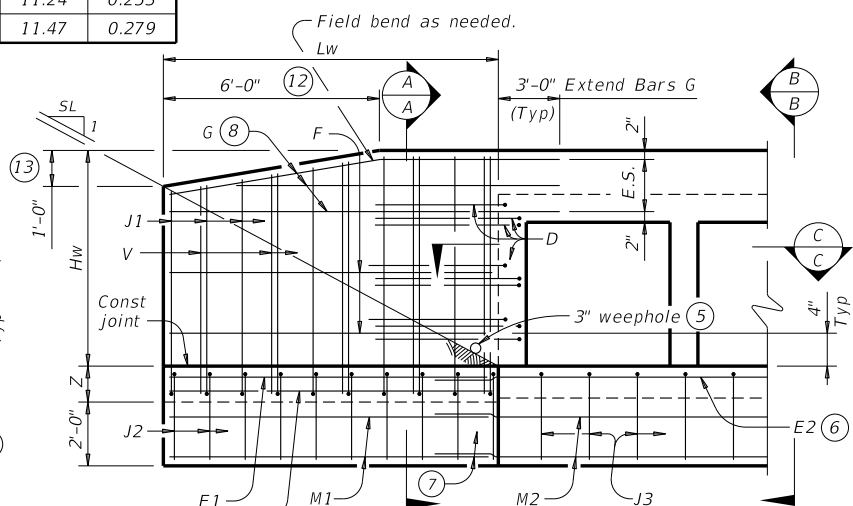
GENERAL NOTES:

Designed in accordance with AASHTO LRFD Bridge Design Specifications.
Depth of toewalls for wingwalls and culverts may be reduced or eliminated when founded on solid rock, when directed by the Engineer.
See Box Culvert Supplement (BCS) standard sheet for wingwall type and additional dimensions and information.
Quantities for concrete and reinforcing steel resulting from the formulas given on this sheet are for the Contractor's information only.

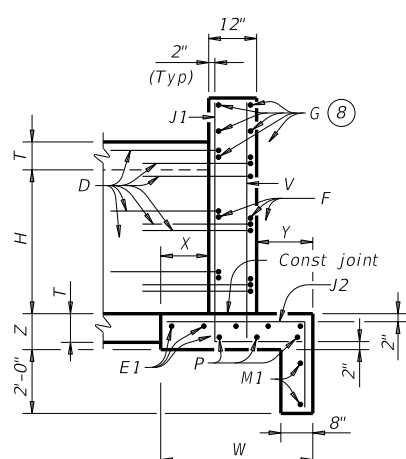
Cover dimensions are clear dimensions, unless noted otherwise.
Reinforcing dimensions are out-to-out of bars.



PARTIAL ELEVATION - PW-1

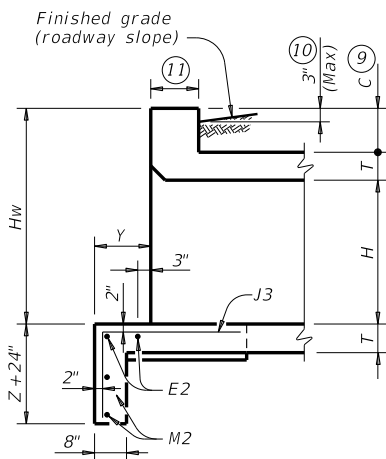


PARTIAL ELEVATION - PW-2



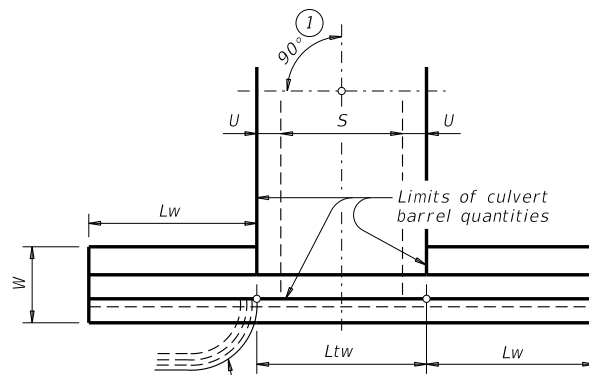
SECTION A-A

(Showing wing reinforcement.)



SECTION B-B

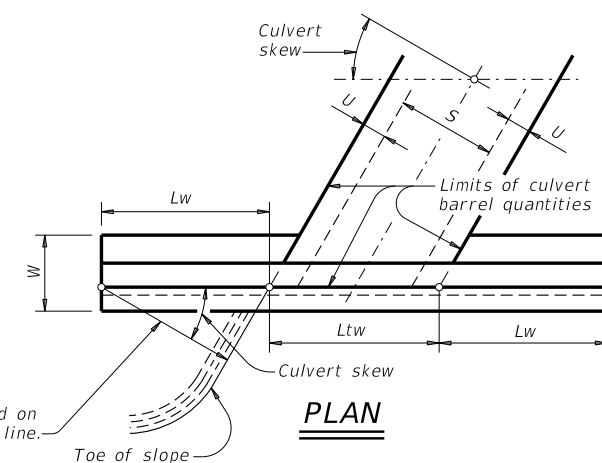
(Showing wing reinforcement.)



PLAN

DETAILS FOR NON-SKEWED BOX CULVERTS

Length of wings based on SL:1 slope along this line.



PLAN

DETAILS FOR SKEWED BOX CULVERTS

(Showing 30° skew.)

Texas Department of Transportation					Bridge Division Standard	
CONCRETE WINGWALLS WITH PARALLEL WINGS FOR BOX CULVERTS TYPES PW-1 AND PW-2					PW	
FILE: CD-PW-20.dgn	DN: GAF	CK: CAT	DW: TxDOT	CK: TxDOT		
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY		
REVISIONS						
	DIST	COUNTY			SHEET NO.	

EXHIBIT 3

COST
OSO PKWY BRIDGE
NEAR CIMARRON RD

12/7/2024

MISC ITEMS					
ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	TRAFFIC CONTROL AND BARRICADING PLAN. PERMITTING (TRAFFIC CONTROL DURING CONSTRUCTION	1	LS	\$ 7,500.00	\$ 7,500.00
2	MOBILIZATION AND MISC	1	LS	\$ 15,000.00	\$ 15,000.00
				\$	22,500.00

STREET ITEMS					
ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	6.5" PCCP	675	SY	\$ 125.00	\$ 84,375.00
2	2" CURB AND GUTTER	337	LF	\$ 25.00	\$ 8,425.00
3	8" CEMENT STABILIZED	824	SY	\$ 40.00	\$ 32,960.00
4	4" THICK R/C SIDEWALK	2034	SF	\$ 10.00	\$ 20,340.00
				\$	146,100.00

STORM ITEMS					
ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	6X5 BOX	232	LF	\$ 900.00	\$ 208,800.00
2	TIE-IN 24" RCP	1	EA	\$ 6,500.00	\$ 6,500.00
3	RE-ALIGN EXISTING DITCH	209	LF	\$ 200.00	\$ 41,800.00
5	VARIABLE HEIGHT PARALLEL R/C WING WALLS W/ INTEGRAL FOOTING	214	LF	\$ 529.00	\$ 113,206.00
6	PEDESTRIAN RAILING	214	LF	\$ 300.00	\$ 64,200.00
				\$	434,506.00

SUB TOTAL \$ 603,106.00

Bond 2% \$ 12,062.12

Engineering 13% \$ 78,403.78

Contingency 7% \$ 42,217.42

GRAND TOTAL \$ 735,789.32

EXHIBIT 4

Insurance and Bond Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) 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. 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. **Endorsements** must be provided with COI. Project name and or number must be listed in the Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory \$500,000 /\$500,000 /\$500,000

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

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit 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

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, 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 30 calendar days advance written notice directly to City of any cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

There are no Bonds required for this Service Agreement.

2021 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

EXHIBIT 5



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: MPM Development, LP

STREET ADDRESS: PO **P.O. BOX:** 331308

CITY: Corpus Christi **STATE:** TX **ZIP:** 78463

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

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)
_____	_____
_____	_____
_____	_____

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
_____	_____
_____	_____
_____	_____

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
_____	_____
_____	_____
_____	_____

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>Mossa Mostaghassi</u>	<u>Capital Improvement Advisory Commity</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: Mossa Mostaghasi

Title: General Partner

Signature of
Certifying Person:



Date: 7-23-25

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.