

**1st AMENDED AND RESTATED ADDENDUM NO. 1 TO LEASE AGREEMENT WITH
FORESIGHT CORPUS CHRISTI GOLF, L.L.C.**

Whereas, on October 26, 2010, the City of Corpus Christi (herein referred to as “the City”) and Foresight Corpus Christi Golf, L.L.C., a Texas Limited Liability Company and wholly owned subsidiary of Foresight Golf L.L.C., a Texas Limited Liability Company (herein referred to as “Operator”) entered into a Lease Agreement; (herein referred to as the “Lease”) regarding ~~the-Oso Golf Course~~Beach and ~~the-Gabe~~ Lozano ~~Golf Course properties;~~(as defined in the Lease);

Whereas, the Lease was amended by Amendment No. 1 on April 30, 2013, and Amendment No. 2 as of December 1, 2020;

Whereas, the Lease authorized the Operator to segregate and hold the Capital Fund to fund capital improvement projects at the Golf Courses;

Whereas, the Lease authorized Operator to make certain capital improvements to the Golf Courses with approval from the City Manager;

Whereas, the Operator has proposed a capital improvement project to remodel the executive golf course and the practice range at Gabe Lozano (the “Project”); ~~and~~

Whereas, Addendum No. 1 to Lease Agreement with Foresight Corpus Christi Golf, L.L.C. (herein referred to as “Addendum No. 1”) was approved by the Corpus Christi City Council on September 14, 2021;

Whereas, after initial approval of Addendum No. 1, on September 20, 2021, the Corpus Christi B Corporation Board approved additional funding in the amount of \$500,000 for lighting improvements at the executive golf course and the practice range at Gabe Lozano, and the parties now wish to amend and re-state Addendum No. 1 to include the additional improvements; and

Whereas, the intent of this addendum 1st Amended and Restated Addendum No. 1 is to layout the responsibilities of each Partyparty specifically related to the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Partiesparties enter into this addendum, effective on the date of last signature, to authorize the Project under the terms of the Lease.
2. City and Operator agree that, in accordance with Sections 8.2 and 12.2 of the Lease and according to state law, the City authorizes the Operator to proceed with the Project, as more fully described in **Attachment A**, which is attached hereto and incorporated by reference.
 - a. **Development of Plans and Specifications.** Operator will have the engineer or architect prepare all plans and bid specifications for the Project in compliance with all applicable City, State and Federal codes and regulations for a City public works project. Operator shall ensure that the contract with the engineer or architect for design includes the terms on attached **Attachment B**.

- b. **Project Bids.** Operator shall competitively bid all construction contracts related to the Project in compliance with Texas law and in a commercially reasonable manner, including without limitation, advertising the Project and soliciting bids in a local newspaper. The specifications and contract terms for construction bids must include terms outlined in attached and incorporated **Attachment C**. Operator shall be responsible to provide oversight and contract management services including inspection services to verify work is timely and properly completed. Operator shall obtain all required City permits for the Project.
 - c. **Project Completion.** Operator must cause the contractor to complete all work for the Project within three years following the Effective Date of this addendum. If construction of the Project is not completed within three years of the Effective Date, the City shall notify Operator in writing of such failure of completion and provide 60 days from the date of the notice for Operator to resolve the failure to complete the Project. If, after 60 days, and taking into account any extenuating circumstances that might have occurred through no fault of Operator, as determined by the City, City may terminate this addendum and have no further obligation to provide funding to Operator for this Project. Upon termination of this addendum for failure to timely complete the Project, the City may contract with a construction contractor to complete the project and seek all remedies available under any payment or performance bonds but will have no obligation to do so. In the event that the failure to complete the Project is a result of breach of contract or other failure on the part of Operator's contractor, Operator, with assistance from the City if necessary, will pursue any remedies from the contractor. If the failure to complete the Project is caused by Operator's fraudulent misappropriation of funds, then the Operator will re-pay the funds misappropriated from the City.
 - d. **Increased Hours.** Once the Project, including the additional lighting improvements, is completed, Operator agrees to increase the hours during which the practice range and 9-hole executive golf course at Gabe Lozano are open and available for play. Initially, the Operator will keep the practice range and 9-hole executive golf course open until midnight each night.
 - e. **Quarterly Updates.** Operator must provide quarterly updates on the Project to the City's Director of Parks and Recreation in October, January, April, and July of each year until final completion and acceptance of the Project by the City.
3. City will provide funding for the Project, up to \$2,~~300~~800,000 on a capital improvement basis.
- a. **City Maximum Funding Amount.** The parties agree that the capital expenditures required to complete the Project are not to exceed \$2,~~300~~800,000 which is defined herein as the "City Maximum Funding Amount." The City shall only be responsible for payments up to the City Maximum Funding Amount for completion of the Project. Operator agrees to be responsible for payment of any costs which exceed the City Maximum Funding Amount. This funding includes \$500,000 in funds from

the Corpus Christi B Corporation, which can only be spent on lighting improvements related to the Project. In order to qualify for the full \$2,800,000, Operator must expend at least \$500,000 on the lighting improvements. No portion of the \$500,000 for lighting improvements may be used for payment for the lighting improvements before November 19, 2021.

- b. **Construction Payments.** The City has approved Certificate of Obligation funds for this Project. These funds are held by the City for the dedicated purpose of funding this Project and no other purpose. At the request of the Operator, upon seven day's written notice, the City will provide documentation showing the funds remaining in the City's possession that are dedicated for this Project. The City will deposit the City Maximum Funding Amount to the Capital Account established under the Lease. Operator will issue payments for design and construction of the Project out of the Capital Account as costs are incurred for design and construction draw requests of the Project in accordance with the Lease and the design and construction contracts for the Project on an as-needed basis as laid out in the Payment Approval paragraph below.
 - c. **Payment Approval.** As costs are incurred, the Operator can request that the City distribute funds to the Capital Account by submitting a Request for Payment Approval. When requesting payment approval, Operator will submit to the City Director of Parks and Recreation a Request For Payment Approval, in the form attached hereto as **Attachment D** for approval of payment of the costs related to the Project described in the Request For Payment Approval. The City will approve or resolve any objection, unless such action cannot be resolved without information or action from Operator, Operator's contractor, or other non-City actor, to the Request For Payment Approval within three business days of receipt of the request. Funds will be distributed to the Capital Account within 14 calendar days following City approval of the Request for Payment Approval.
 - d. **No Payment of Staff.** City will not pay for Operator's staff time related to oversight and contract management of the Project.
4. City acknowledges that during construction of the Project the 9-hole executive course and the driving range of ~~the Gabe Lozano Golf Course~~ will be closed and consents to the closing of such two facilities for the duration of the Project construction. Also, during the Project construction, City Director of Engineering Services and City Director of Parks and Recreation, or their designees, have the right but not the obligation to inspect the Project. Operator agrees to timely resolve any issues identified by City staff that represent non-conformance with the Project design and construction plans.
 5. **Indemnification.** *Operator, its officers, agents, and employees ("Indemnitor") shall indemnify and hold the City of Corpus Christi, its officers, agents, employees, and representatives ("Indemnitees") harmless and defend the Indemnitees from and against any and all liability, loss, claims, demands, suits, and causes of action of any nature whatsoever on account of personal injuries (including death and Workers' Compensation claims), property loss or damage, or any other kind of injury, loss, or damage, including all expenses of litigation, court costs, attorney's*

fees, and expert witness fees which arise or are claimed to arise out of or in connection with this Agreement or the performance of this Agreement, regardless of whether the injuries, death, or damages, are caused or are claimed to be caused by the concurrent or contributory negligence of Indemnitees, but not if by the sole negligence of Indemnitees unmixed with the fault of any other person. Indemnitor must, at its own expense, investigate all claims and demands, attend to the settlement or other disposition of such claims, defend all actions based thereon with counsel satisfactory to the City Attorney, and pay all charges of attorneys and all other costs and expenses of any kind arising from any said liability, damage, loss, claims, demands, suits, or actions. The indemnification obligations of the Indemnitor under this section shall survive the expiration or earlier termination of this Agreement. CITY DOES NOT AGREE TO DEFEND, NOR INDEMNIFY, NOR HOLD HARMLESS, OPERATOR UNDER ANY CIRCUMSTANCES.

6. This addendum is governed by the terms and conditions of the Lease, as amended, and is considered part of the Lease for all intents and purposes. Failure to comply with the terms of this addendum may be considered Operator or City Default in accordance with Section 15 of the Lease.
7. This addendum may be executed in multiple counterparts and by deliver of electronic fax or PDF copies, and all such counterparts will be deemed one and the same agreement among the parties whether or not the signatures of all parties appear on any given counterpart.

[Signature Page Follows]

AGREED TO BY:

Foresight Corpus Christi Golf, L.L.C.

By: [Signature]

Daniel A. Pedrotti, Jr., Manager

Date: 24 September 2021

STATE OF TEXAS

COUNTY OF Kendall

This instrument was acknowledged before me on 9/24/2021 by Daniel A. Pedrotti, Jr. as Manager of Foresight Corpus Christi Golf, L.L.C. on behalf of said company.

[Signature] Notary Public

CITY OF CORPUS CHRISTI

By: _____

Peter Zanoni, City Manager

Date: _____



STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged before me on _____ by Peter Zanoni as the City Manager for the City of Corpus Christi, Texas a Texas municipality on behalf of said municipality.

_____ Notary Public

Approved as to form:

By: _____

Assistant City Attorney

Date

AGREED TO BY:

Foresight Corpus Christi Golf, L.L.C.

By: _____

Daniel A. Pedrotti, Jr., Manager

Date: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____ by Daniel A. Pedrotti, Jr. as Manager of Foresight Corpus Christi Golf, L.L.C. on behalf of said company.

_____ Notary Public

CITY OF CORPUS CHRISTI

By: Andrea Gardner for Peter Zanon

Peter Zanon, City Manager

Date: 2/22/22

STATE OF TEXAS

COUNTY OF NUECES

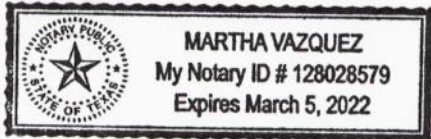
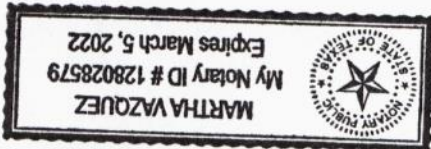
This instrument was acknowledged before me on Feb. 22, 2022 by Peter Zanon as the City Manager for the City of Corpus Christi, Texas a Texas municipality on behalf of said municipality.

Andrea Gardner Assistant

Marta Vazquez Notary Public

Approved as to form:

By: Jim Alonzo 2/22/22
Assistant City Attorney Date



ATTEST: Rebecca Huerta
REBECCA HUERTA
CITY SECRETARY

Ord. 037586 AUTHORIZED
BY COUNCIL 10-26-21
RH/SB
SECRETARY

ATTACHMENT A – PROJECT DESCRIPTION

This ~~project~~Project consists of a complete redo and transformation of the existing practice range and 9-hole executive golf course. From facilities that are underutilized and sub-par when compared to other municipal golf courses, this ~~project~~Project will create “state of the art” practice facilities and a 9-hole golf course that will be an excellent venue for all instructional programming and practice, high school and middle school golf and serve as additional high-quality inventory for the City’s residents and guests. Lighting the facility will expand the hours of operation and will create an entertainment venue certain to increase the enjoyment of golf and recreation for all patrons, existing and new.

The specific details of the ~~project~~Project include:

- Expanding the practice tees to accommodate 50 hitting stations at one time.
- The practice range area will be excavated and lowered to create better visibility of targets from the practice tee. It will facilitate drainage that will enable the range to tolerate rainfall and remain open for the maximum number of days. It will also facilitate creating a high, wrap-around ridge around the perimeter of the range that will contain golf balls and provide protection for players in the surrounding areas.
- The ~~project~~Project will add an additional 10,000 square foot practice green for practice and instructional programming while allowing the existing practice green to be used as a warm-up facility for the 18-hole regulation course.
- It will create a “short game” practice area for practicing chipping and bunker shots and a “pitching area” with targets spaced at 10-yard intervals to facilitate precision practice for longer short game play.
- It will include a complete remodel of the 9-hole executive course, complete with new putting greens, tees, bunkers and a “Scottish Style Burn” to add strategy, variety and interest to the new golf holes while providing storm drainage to remove excess rainwater in storm events.

This Project also includes \$500,000 worth of lighting improvements for the practice range and 9-hole executive golf course. The lighting improvements must provide lighting enhancements that are sufficient to allow play on both the practice range and the 9-hole executive golf course in the evening and nighttime hours after sunset. Once the Project, including the lighting improvements, are completed, Operator will increase the hours and allow nighttime play on the practice range and 9-hole executive golf course.

The Executive & Junior Golf Training Facilities at Gabe Lozano Golf Center for The City of Corpus Christi, Texas

- 1 Expanded practice tee can accommodate 50 hitting stations at one time.
- 2 The range area will be excavated and lowered to create better stability from the top, improve the drainage and create fill to be used on the golf holes and for a high ridge to wrap around the range for protection and containment.
- 3 Add a new 10,000 sq. foot practice putting green. The existing practice putting green can be used as a warm-up green for players on the eighteen hole course.
- 4 Add a short game practice area for chipping and bunker practice. The area can be set up as six separate practice areas or as a six hole chip n putt course with each hole playing up to 30-40 yards long.
- 5 Add a practice pitching area with small target greens at 10 yard distances up to 100 yards.
- 6 Add a Scottish-style "burn" to facilitate drainage for the 9 hole course and to add some strategy, variety and interest to a few of the holes. The burn will drain into the existing drainage channel along the east side of the golf course.

	Target 1	Target 2	Target 3	Target 4	Target 5	Target 6	Target 7	Target 8
A1	205	130	150	180	200	210	260	310
A2	110	130	160	180	190	200	260	310
A3	140	130	130	130	130	130	260	310
B1	85	85	115	145	165	185	230	280
B2	70	80	130	140	150	180	270	310
B3	85	80	130	130	180	180	310	310



Hole	Par	Back	Middle	Front
1	4	330	265	210
2	3	115	65	65
3	4	305	300	250
4	3	230	190	130
5	3	210	175	110
6	3	165	130	90
7	3	140	110	80
8	3	185	150	100
9	4	255	230	185
Total	30	2025	1645	1210

Arthur Schaupeter
GOLF COURSE ARCHITECTS
39 Wilho Bush Drive - St. Louis, Missouri 63140
SA (314) 991-8120 - Email: aschaupeter@aol.com
Web site: www.aschaupeter.com
American Society of Golf Course Architects

Foresight Golf™
Exceptional Golf. Remarkable Value!
812 E. Buena Rd. - Buena, Texas 77808
Telephone: 817-268-7528 - www.foresightgolf.net

9 Hole Master Plan



ATTACHMENT B

Required Terms for Contract with Architect or Engineer (“Consultant”)

ADDITIONAL SCOPE OF SERVICES. In addition to preparation of plans and specifications in compliance with all applicable City Codes and State laws, Consultant will conduct regular on-site inspections and observations of construction contractor’s work in progress, materials and equipment to assist in determining if the work is in general proceeding in accordance with construction documents.

INDEMNIFICATION

A. Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees, excluding the engineer or architect or that person’s agent, employee or subconsultant, over which the City exercises control (“Indemnitee”) from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by Consultant or its agent, Consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This indemnification does not apply to any liability resulting from the negligent acts or omissions of the City or its employees, to the extent of such negligence.

B. Consultant shall defend Indemnitee, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, included in the indemnification above if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee, the Consultant shall reimburse the City’s reasonable attorney’s fees in proportion to the Consultant’s liability.

C. Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant’s activities under this Agreement.

INSURANCE. Consultant must not commence work under this Agreement until all insurance required has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained. Insurance Requirements for the Consultant are shown in ATTACHMENT B-1

ATTACHMENT B-1

Architect/Engineer ("Consultant")

1. Insurance Requirements

- 1.1 Consultant must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- 1.2 **The City must be listed as an additional insured on the General liability and Auto Liability policies, 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 Description Box of COI.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
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 \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.

ATTACHMENT C- REQUIRED TERMS AND CONDITIONS FOR CONSTRUCTION OF THE PROJECT

1. **Performance and Payment Bonds.** Bonds furnished must be the requirements of Texas Insurance Code Chapter 3503, Texas Government Code Chapter 2253, and all other applicable laws and regulations. The contractors who are awarded contracts for construction of the Gabe Lozano ~~Golf Course~~ improvements shall furnish the following bonds by surety companies authorized to do business in Texas:

A. **Payment Bond** - A payment bond in the amount of One Hundred Percent (100%) of the contract for construction of the Improvements shall be furnished for the protection of all persons, firms and corporations who may furnish materials or perform labor. The payment bond shall be made with City of Corpus Christi as an Obligee.

B. **Performance Bond** - A performance bond in the amount of One Hundred Percent (100%) of the contract for construction of the Improvements shall be furnished covering the faithful performance of the contract. The performance bond shall be made with City of Corpus Christi as an Obligee.

2. All construction agreements for the Project shall include the following provisions. The Indemnity section shall be in large bold face font.

A. INDEMNITY. THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI AND ALL OF ITS OFFICIALS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, AND CONTRACTOR SHALL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE CITY OF CORPUS CHRISTI FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

B. Project shall be constructed in accordance with all applicable Federal, State and City codes, laws and regulations.

C. Contractor and any subcontractors employed on this Project will comply with Chapter 2258 of the Texas Government Code by paying Contractor's employees or subcontractors not less than the general prevailing wage rates.

D. Contractor warrants that the goods and services provided under this Contract shall be warranted against any defaults for five years from final acceptance.

E. Contractor shall provide insurance as required by Attachment C-1.

ATTACHMENT C-1 INSURANCE REQUIREMENTS

I. CONTRACTOR’S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.

- B. Contractor must furnish to the City’s Risk Manager and Director of Facilities & Property Management one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City’s Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: <ol style="list-style-type: none"> 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 \$1,000,000 Aggregate
AUTO LIABILITY (including) <ol style="list-style-type: none"> 1. Owned 2. Hired and Non-Owned 3. Rented/Leased 	\$1,000,000 Combined Single Limit
WORKERS’S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000

INSTALLATION FLOATER	Value of the equipment
----------------------	------------------------

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

II. ADDITIONAL REQUIREMENTS

A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.

B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's

performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

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

ATTACHMENT D

REQUEST FOR PAYMENT APPROVAL

(Certification for Payment Approval – Gabe Lozano Remodel Project)

CERTIFICATION FOR PAYMENT APPROVAL FORM NO. _____

The undersigned _____ [(the “Construction Manager”)/ (“Operator”)] requests approval for the proposed payment from The City of Corpus Christi (the “City”) in the amount of \$_____ for labor, design, materials, fees, and/or other general costs related to the acquisition or construction of certain authorized improvements to the Gabe Lozano Sr. Golf Course.

In connection with the above referenced request of payment approval, [the Construction Manager/Operator] represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of [the Construction Manager/Operator], is qualified to execute this Certification for Payment Approval Form No. _____ on behalf of [the Construction Manager/Operator], and is knowledgeable as to the matters set forth herein.
2. The work described in **Exhibit A** has been completed in the percentages stated therein.
3. The Certification for Payment Approval for the below referenced Authorized Improvements has not been the subject of any prior Certification for Payment Approval submitted for the same work to the City or, if previously requested, no approval was made with respect thereto.
4. The amounts listed for actual costs of the authorized improvements, as set forth in Exhibit A, is a true and accurate representation of the actual costs associated with the acquisition, design or construction of said Authorized Improvements.
5. Attached hereto as **Exhibit B** are invoices, receipts, purchase orders, change orders, and similar instruments, which are in sufficient detail to allow the City to verify the actual costs for which payment approval is requested.

(Signature pages follow)

I hereby declare that the above representations and warranties are true and correct.

[_____]

a [Texas] [limited liability company], as

CONSTRUCTION MANAGER/ Foresight Golf Corpus
Christi, LLC]

By: _____

Name: _____

Title: _____

JOINDER OF PROJECT ARCHITECT

The undersigned Project Architect joins this Certification for Payment Approval solely for the purposes of certifying that the representations made by [Construction Manager/Operator] in Paragraph 2 above are true and correct in all material respects.

By:

Name: _____

Title: _____

Date: _____

EXHIBIT A TO CERTIFICATION FOR PAYMENT APPROVAL FORM NO. _____

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Actual Costs</u>
----------------	---	---------------------

EXHIBIT B TO CERTIFICATION FOR PAYMENT APPROVAL FORM NO. _____

[Include Exhibit B bracketed if final progress payment for such Authorized Improvement]

[bills paid affidavit and release of liens - attached]

EXHIBIT C TO CERTIFICATION FOR PAYMENT APPROVAL FORM NO. -----

[Include invoices, receipts, purchase orders, change orders, and similar instruments, which are in sufficient detail to allow the City to verify the actual costs for which payment is requested]