

Ordinance authorizing an amendment to the Wastewater Lift Station Construction and Reimbursement Agreement with The Mostaghasi Investment Trust DBA Sun George Contracting Company increasing the amount by \$1,801,799.00 to construct the Wastewater Lift Station for River Ridge Unit 4; transferring \$39,694.18 from the Wastewater Collection Line Trust Fund, \$163,925.70 from the Water Distribution Main Trust Fund, and \$615,966.67 from the Water Arterial Transmission & Grid Main Trust Fund to the Wastewater Trunk System Trust Fund; authorizing appropriation of \$1,609,387.00 from the Wastewater Trunk System Trust Fund to reimburse the developer per the agreement; transferring of future revenue of \$192,412.00 collectively from Water and Wastewater lot and acreage fees and pro rate fees to the Wastewater Trunk System Trust Fund; and authorizing appropriation of \$192,412.00 from the Wastewater Trunk System Trust Fund to reimburse the Developer per the agreement. (District 1)

WHEREAS, the Wastewater Trunk Line Trust Fund was established by Ordinance No. 17396 to encouraging the orderly development of subdivisions and surrounding the City of Corpus Christi, Texas and is allowed per Texas Local Government Code §395.001(4)(c);

WHEREAS, the City is executing the Wastewater Lift Station, Gravity, and Force Main Line Construction and Reimbursement Agreement (Agreement) as trustee of the Wastewater Trust Fund pursuant to UDC §8.5;

WHEREAS, the City is acting as trustee to further its government functions of providing water and sewer service;

WHEREAS, the City's participation as Trustee does not create a loan of its credit because Texas Constitution Article 1.1, Section 3 prohibits the City from becoming a subscriber to the capital of any private corporation or association, or make any appropriation or donation to the same, or in anywise loan its credit;

WHEREAS, execution of the Agreement constitutes a promise to pay only to the extent that the assets and future assets of the trust are sufficient for such purpose and that any judgement will only be satisfied out of the assets of the trust and not out of the City's assets and the City is excluded from personal liability;

WHEREAS, the Wastewater Trunk System Trust Fund does not currently have sufficient funds to fully reimburse Developer/Owner for Wastewater Improvements under the Agreement;

WHEREAS, UDC 8.5.2.E.4.d. provides: A lift station construction and reimbursement agreement must be approved by the City Council before the developer starts construction. Reimbursement only shall be made when monies are available in and appropriated from the Wastewater Trunk System Trust Fund. The order of the reimbursement will be determined according to the date of the wastewater lift station construction and reimbursement agreement is approved by the City Council;

WHEREAS, the Agreement approved herein will be first in line in the order for reimbursement from the Wastewater Trunk System Trust Fund based on the date the agreement is approved by the City Council per UDC 8.5.3.E; and

WHEREAS, If the developer is owed funds from the Wastewater Trunk System Trust Fund reimbursement shall be made as funds are deposited into the trust fund from other

development and/or, the developer will be given credit for lot or acreage fees that are due on subsequent final plats filed with the County Clerk per UDC 8.5.3.E.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. The City Manager or designee is authorized to execute an amendment to the Wastewater Lift Station Construction and Reimbursement Agreement (“Amendment”) attached hereto, with The Mostaghasi Investment Trust DBA Sun George Contracting Company, to increase the reimbursement amount by \$1,801,799.00 to reflect actual bid cost.

SECTION 2. In the event of project delay, the City Manager or designee is authorized to execute an extension of the Agreement for a period not to exceed a period of 12 months.

SECTION 3. Funding in the amount of \$39,694.18 is transferred from the No. 4220-21801-777 Wastewater Collection Line Trust Fund to No. 4220-21800-777 Wastewater Trunk System Trust Fund.

SECTION 4. Funding in the amount of \$163,925.70 is transferred from the No. 4030-21806-777 Water Distribution Main Trust Fund to No. 4220-21800-777 Wastewater Trunk System Trust Fund.

SECTION 5. Funding in the amount of \$615,966.67 is transferred from the No. 4030-21805-777 Water Arterial Transmission & Grid Main Trust to No. 4220-21800-777 Wastewater Trunk System Trust Fund.

SECTION 6. Funding in the amount of \$1,609,387.00 is appropriated from the No. 4220-21800-777 Wastewater Trunk System Trust Fund to reimburse the Developer for the construction of a Wastewater Lift Station, Gravity and Force Main Line, and improvements in accordance with the Agreement.

SECTION 7. The future revenue of the Water Arterial Transmission and Grid Main Trust Fund, Distribution Mains Trust Fund, and Wastewater Collection Line Trust Fund are transferred to the Wastewater Trunk System Trust Fund until \$192,412.00 is appropriated from the No. 4220-21800-777 Wastewater Trunk System Trust Fund by way of water and wastewater lot and acreage fees and pro -rata fees being deposited into the Wastewater Trunk System Trust Fund until \$192,412.00 is appropriated from the No. 4220-21800-777 Wastewater Trunk System Trust Fund in accordance with Section 8 of this ordinance.

SECTION 8. The City Manager or designee is authorized to appropriate \$192,412.00 from the No. 4220-21800 Wastewater Trunk System Trust Fund as fund become available to reimburse the Developer for the construction of a Wastewater Lift Station, Gravity and Force Main Line, and improvements in accordance with the Agreement.

SECTION 9. This ordinance takes effect upon passage.

That the foregoing ordinance was read for the first time and passed to its second reading on this the ____ day of _____, 2022, by the following vote:

Paulette Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

That the foregoing ordinance was read for the second time and passed finally on this the ____ day of _____ 2022, by the following vote:

Paulette Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

PASSED AND APPROVED on this the ____ day of _____, 2022.

ATTEST:

Rebecca Huerta
City Secretary

Paulette Guajardo
Mayor

Amendment of Wastewater Lift Station Construction and Reimbursement Agreement

This is an amendment to the Wastewater Lift Station Construction and Reimbursement Agreement, attached hereto as Exhibit A and made a part hereof, document number 2021028925 originally dated May 18, 2021, by and between: The Mostaghasi Investment Trust DBA Sun George Contracting Company., and the City of Corpus Christi.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree to Wastewater Lift Station Construction and Reimbursement Agreement, with the following amendment as follows:

SECTION 3. REIMBURSEMENT.

- a. The cost for the Wastewater Improvements less **\$19,998.83** lot/acreage fee credit is \$3,843,000.17. Subject to the conditions for reimbursement from the Wastewater Trunk Line System Trust Fund per the UDC and this Agreement, the City will reimburse the developer, the reasonable actual cost of the Wastewater Improvements up to an amount not to exceed **\$3,843,000.17** as shown in the attached Exhibit 4.1, the contents of such exhibit being incorporated by reference into this Agreement.

Exhibit A. Update to the request for reimbursement attached, added, and incorporated.

Exhibit B. Reimbursement Estimate/Actual Bid Contract, is attached, added, and incorporated.

All other items and conditions of the original agreement remain effective and in full force.

EXECUTED IN ONE ORIGINAL and made effective _____ day of _____, 20__.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Albert J. Raymond III,
Director of Development Services

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney

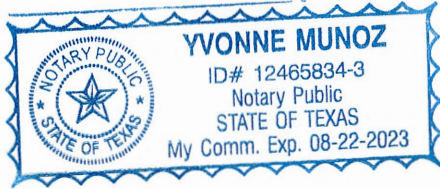
DEVELOPER/OWNER:

The Mostaghani Investment Trust DBA
Sun George Contracting Company

By: 
Hossein Mostaghani,

STATE OF TEXAS §
 §
COUNTY OF Nueces §


This instrument was acknowledged before me on September 23, 2022, by
(Hossein Mostaghani), (The Mostaghani Investment Trust DBA Sun George Contracting
Company., a Texas Sole Proprietor, on behalf of said company.




Notary Public's Signature

APPLICATION FOR WASTEWATER CREDIT

We, The Mostaghasi Investment Trust DBA Sun George Contracting Company, a Texas Sole Proprietor, owners and developers of proposed River Ridge Unit 4, Lot 6 Block 1, whose address is 8026 Bar le Doc, Corpus Christi, Texas 78414, hereby apply for **\$19,998.83** credit towards the wastewater acreage fee for the wastewater lift station in conjunction with said subdivision as provided for by City Ordinance No. 032434. \$3,862,999.00 is the construction cost, including 12% Engineering and Surveying, as shown by the cost supporting documents attached herewith.



The Mostaghasi Investment Trust DBA Sun George Contracting Company

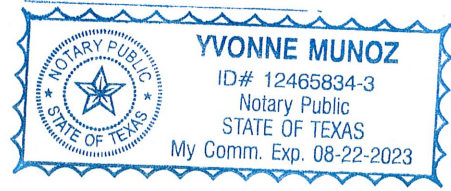
9/23/22
Date

STATE OF TEXAS §
 §
COUNTY OF Nueces §

This instrument was acknowledged before me on September 23, 2022, by (Hossein Mostaghasi), (The Mostaghasi Investment Trust DBA Sun George Contracting Company., a Texas Sole Proprietor, on behalf of said company.

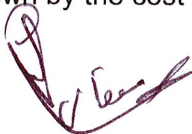


Notary Public's Signature



APPLICATION FOR WASTEWATER REIMBURSEMENT

We, The Mostaghasi Investment Trust DBA Sun George Contracting Company, a Texas Sole Proprietor, owners and developers of proposed River Ridge Unit 4, Lot 6 Block 1, whose address is 8026 Bar le Doc, Corpus Christi, Texas 78414, hereby request reimbursement of **\$3,843,000.17** for the installation of the wastewater lift station in conjunction with said lot, as provided for by City Ordinance No. 032434. \$3,862,999.00 is the construction cost, including 12% Engineering and Surveying, as shown by the cost supporting documents attached herewith.



The Mostaghasi Investment Trust DBA Sun George Contracting Company

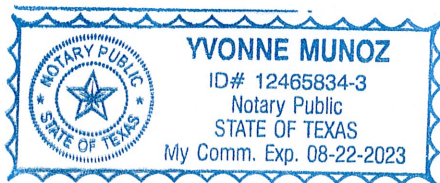
9/23/22
Date

STATE OF TEXAS §
 §
COUNTY OF Nueces §

This instrument was acknowledged before me on September 23, 2022, by (Hossein Mostaghasi), (The Mostaghasi Investment Trust DBA Sun George Contracting Company., a Texas Sole Proprietor, on behalf of said company.



Notary Public's Signature



**WASTEWATER LIFT STATION, GRAVITY AND FORCE MAIN LINE
CONSTRUCTION AND REIMBURSEMENT AGREEMENT**

This Wastewater Lift Station, Gravity and Force Main Line Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and The Mostaghasi Investment Trust, a Texas Sole Proprietor, dba Sun George Contracting Company.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on December 9, 2020 to develop a tract of land, to wit approximately 38.75 acres known as Preliminary River Ridge Unit 4, Lot 6 Block 1 and approximately 2,700 linear feet west of U.S. 77 and County Road 52 intersection, on the north side of County Road 52 as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

WHEREAS, under the UDC, the Developer/Owner is responsible for construction of the Wastewater Lift Station, Gravity and Force Main Line ("Wastewater Improvements");

WHEREAS, under the UDC, the Developer/Owner is eligible for reimbursement of the Developer/Owner's costs for the construction of Wastewater Improvements;

WHEREAS, it is to the best interest of the City that the Wastewater Improvements be constructed to its ultimate capacity under the City's applicable Master Plan;

WHEREAS, Section 8.5.2.E. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when funds become fully available in the Wastewater Trunk System Trust Fund and are appropriated by the City Council;

WHEREAS, the Developer/Owner has submitted an application for reimbursement of the costs from the Wastewater Trunk System Trust Fund for installing the Wastewater Improvements, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement;

WHEREAS, the Wastewater Trunk System Trust Fund does not currently have sufficient funds to fully reimburse Developer/Owner for Wastewater Improvements; and

WHEREAS, Developer/Owner may be paid when assets of the Wastewater Trunk System Trust Fund are sufficient, authorized for such purpose, and Developer/Owner has priority per UDC §8.5.2. E.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties do covenant and agree as follows:

1. TRUSTEE LIABILITY.

- a. The City is executing this agreement as trustee of the Wastewater Trust Fund pursuant to UDC §8.5. The City is acting as trustee to further its governmental functions of providing water and sewer service. Texas Constitution Article 11, Section 3 prohibits the City from becoming a subscriber to the capital of any private corporation or association, or make any appropriation or donation to the same, or in anywise loan its credit. As such, the City's participation as Trustee does not create a

loan of its credit. Execution of this agreement constitutes a promise to pay only to the extent that the assets and future assets of the trust are sufficient for such purpose and it is expressly agreed that any judgment will only be satisfied out of the assets of the trust and not out of the City's assets. The City is excluded from personal liability.

- b. The Wastewater Sanitary Sewer Trunk Line Trust Fund was established by Ordinance No. 17396 to encouraging the orderly development of subdivisions within and surrounding the City of Corpus Christi, Texas and continues pursuant Texas Local Government Code §395.001(4)(C). The revenue generated for funding and continuation of the Wastewater Sanitary Sewer Trunk Line Trust Fund is subject to legislation of the State of Texas and the City of Corpus Christi. Nothing in this agreement guarantees neither the continuation nor future revenues of the Wastewater Sanitary Sewer Trunk Line Trust Fund. The City is not liable for modification or termination of the Wastewater Sanitary Sewer Trunk Line Trust Fund. The Developer/Owner agrees that any modification or termination of the Wastewater Sanitary Sewer Trunk Line Trust Fund is a legislative action and does not constitute a breach of trust, an act of bad faith, an intentional or reckless indifference to the interest of a beneficiary, or a profit derived by the trustee from a breach of trust.

2. PLANS AND SPECIFICATIONS.

- a. Developer/Owner shall contract with a professional engineer licensed in the State of Texas and acceptable to the City's Development Services Engineer to prepare plans and specifications for the Wastewater Improvements, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following minimum requirements:

1.

A.	Sanitary Sewer Lift Station				
1	Bonds, Insurance (2.5%)	1	LS	\$42,500.00	\$42,500.00
2	Mobilization (5%)	1	LS	\$85,000.00	\$85,000.00
3	Existing Lift Station Demolition	1	LS	\$35,000.00	\$35,000.00
4	10' Diam. L.S. Structure (Bottom Slab, Top Slab, Wet Well)	1	LS	\$245,000.00	\$245,000.00
5	Well Pointing for Lift Station	1	LS	\$38,000.00	\$38,000.00
6	Ductile Iron Piping, Fittings, Valves	1	LS	\$98,000.00	\$98,000.00
7	Pumps, Bases, Guide Rails, and Accessories	1	LS	\$180,000.00	\$180,000.00
8	Lift Station Electrical (Electrical Rack and Control Panel)	1	LS	\$120,000.00	\$120,000.00
9	Ultrasonic Flow Meter and 4' Fiberglass Chamber	1	LS	\$18,000.00	\$18,000.00
10	6" PVC Green C-900 Force Main DR 25	100	LF	\$70.00	\$7,000.00
11	Tie New 6" Force Main to Existing 6" Force Main	1	LS	\$5,500.00	\$5,500.00
12	7" Thick Concrete Driveway	1500	SF	\$25.00	\$37,500.00
13	1" HDPE Waterline by Open Cut	125	LF	\$20.00	\$2,500.00
14	Water Meter	1	EA	\$2,000.00	\$2,000.00
15	Tie Proposed 1" HDPE Waterline to Existing Waterline	1	LS	\$1,500.00	\$1,500.00
16	7' Tall PVC Coated Chainlink Fence with Barbed Wire	1	LS	\$30,000.00	\$30,000.00
17	Extend Box Culvert and Safety End Treatment	1	LS	\$45,000.00	\$45,000.00
18	5' Diam. FRP Manhole (22'-24' Deep)	2	EA	\$38,000.00	\$76,000.00
19	5' Diam. FRP Manhole (20'-22' Deep)	2	EA	\$32,000.00	\$64,000.00
20	15" PVC Gravity Line (22'-24' Cut)	110	LF	\$250.00	\$27,500.00
21	12" PVC Gravity Line (22'-24' Cut)	910	LF	\$230.00	\$209,300.00
22	12" PVC Gravity Line (20'-22' Cut)	910	LF	\$220.00	\$200,200.00
23	Pollution Prevention Plan	1	LS	\$12,000.00	\$12,000.00
24	OSHA Trench Protection	1930	LF	\$10.00	\$19,300.00
25	Temporary Traffic Control	1	LS	\$15,000.00	\$15,000.00
26	Wastewater Flow Control at Existing Lift Station	1	LS	\$10,000.00	\$10,000.00
27	NEC Allowance for Electrical Service to Lift Station Site	1	LS	\$35,000.00	\$35,000.00

- b. The plan must be in compliance with the City's master plans.

c. The plans and specifications must comply with the City's Wastewater Standards Detail Sheets and Standard Specifications.

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

3. REIMBURSEMENT.

- a. The cost for the Wastewater Improvements less \$19,998.83 lot/acreage fee credit is \$2,041,201.17. Subject to the conditions for reimbursement from the Wastewater Trunk Line System Trust Fund per the UDC and this Agreement, the City will reimburse the developer, the reasonable actual cost of the Wastewater Improvements up to an amount not to exceed \$2,041,201.17 as shown in the attached Exhibit 4, the contents of such exhibit being incorporated by reference into this Agreement.
- b. Subject to the conditions for reimbursement from the Wastewater Trunk Line System Trust Fund per the UDC and this agreement, the City agrees to reimburse the Developer/Owner on a monthly basis upon invoicing for work performed. The submitted invoice shall be deemed administratively complete by the City prior to payment. The reimbursement will be made no later than 30 days from the date of the City's administrative approval of the invoice. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.
- c. Cost-supporting documentation to be submitted shall include:
 1. Summary of Costs and Work Performed on Form provided by the Development Services Department.
 2. Contractor and professional services invoices detailing work performed.
 3. The first reimbursement request requires submittal of invoices for work performed. Future disbursements shall provide evidence of payment by the developer/owner through a cancelled check or bank ACH for the previous submittal. The final reimbursement request shall require evidence that all invoices to date have been paid.
- d. To be eligible for reimbursement, the work must be constructed in a good and workmanlike manner and must have been inspected and accepted by the City. The City agrees to conduct periodic inspections and approve the progress of the work at key points during construction.
- e. The final 5% of the total contract reimbursement amount will be held as retainage until such time the City issues acceptance of public infrastructure in accordance with Unified Development Code.
- f. In the event that this Agreement is terminated by the City as a result of an uncured default by the Developer/Owner and at a time when there has been a partial completion and/or partial payment for the improvements, then the City shall only reimburse the Developer/Owner for its costs that were legitimately incurred towards

the completion of the improvements that have been inspected and accepted by the City up to the time that the uncured default occurred.

4. PAYMENTS, CREDITS, AND DEFERRED REIMBURSEMENT.

- a. All payments, credits, priority of reimbursement, and deferred reimbursement shall be made in accordance with UDC §8.5. Developer/Owner understands and agrees that if funds are not available in the Wastewater Trunk System Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and Developer/Owner has priority per UDC §8.5.2. Pursuant UDC §8.5.2. E., priority is determined according to the date the reimbursement agreement is approved by the City Council.
- b. Payments will not be paid when funds are not available in the Wastewater Trunk System Trust Fund. Payments may be made when monies are available in and appropriated from the Wastewater Trunk System Trust Fund and the Developer/Owner has priority in accordance with UDC §8.5.2. E.
- c. If the developer is owed funds from the Wastewater Trunk System Trust Fund, the developer will be given credit for lot or acreage fees that are due on subsequent final plats filed with the County Clerk in accordance with UDC §8.5.2. E. The amounts credited will be deducted from the outstanding amounts owed to the developer by the Wastewater Trunk System Trust Fund until the total amount owed has been paid, provided that the lands being platted are within or contiguous to the boundaries of the preliminary plat of the originally developed property, the land will be served by the wastewater trunk line for which the credit was given, and an extension of the trunk line was not required to serve the land.

5. DEVELOPER/OWNER TO COMPLETE IMPROVEMENTS. Developer/Owner shall award a contract and complete the Wastewater Improvements under the approved plans and specifications within 24 months from the date of City Council approval of this agreement.

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/Owner:

The Mostaghassi Investment Trust
dba Sun George Contracting Development Co.
Attn: Hossein Mostaghassi
8026 Bar le Doc
Corpus Christi, Texas 78414

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.

7. REQUIRED CONSTRUCTION. Developer/Owner shall construct the Wastewater Improvements in compliance with the City's UDC, the City's Infrastructure Design Manual, and all local, state and federal laws, codes and regulations, in accordance with the plans and specifications submitted to the City's Development Services Department and reviewed and approved by the City's Development Services Engineer.

8. SITE IMPROVEMENTS. Prior to the start of construction of the Wastewater Improvements, Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Wastewater Improvements. If any of the property needed for the Easements is owned by a third party and the Developer/Owner 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 responsible for cost of acquisition, payable from the reimbursement agreed to in this agreement.

9. PLATTING FEES. Developer/Owner shall pay to the City the required acreage fees and pro-rata fees as required by the UDC.

10. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this contract.

11. PROMPT AND GOOD FAITH ACTIONS. The parties shall act promptly and in good faith in performing their duties and obligations under this Agreement. If this Agreement calls for review or inspections by the City, then the City's reviews or inspections must be completed thoroughly and promptly.

12. DEFAULT. The following events shall constitute default:

a. Developer/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval of this Agreement by the City Council.

b. Developer/Owner's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services by the 40th calendar day after the date of approval by City Council.

- c. Developer/Owner fails to award a contract for the construction of the project, according to the approved plans and specifications, by the 70th calendar day after the date of approval by City Council.
- d. Developer/Owner's contractor does not reasonably pursue construction of the Wastewater Improvements under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the Wastewater Improvements, under the approved plans and specifications as provided in section 4 of this agreement.
- f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

13. 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 business 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 Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to Developer/Owner, at the address stated in section 5, of the need to perform the obligation or duty, and should Developer/Owner 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 Developer/Owner by reducing the reimbursement amount due Developer/Owner.
- e. In the event of an uncured default by the Developer/Owner, 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; and/or
 - 3. Perform any obligation or duty of the Developer/Owner under this Agreement and charge the cost of such performance to the Developer/Owner. The Developer/Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer/Owner receives notice of the cost of performance. In the event the Developer/Owner 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/Owner has all its remedies at law or in equity for such default.

14. 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 public enemies; 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 ten (10) business 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.

15. THIRD-PARTY BENEFICIARY. Developer/Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Wastewater Improvements, contracts for testing services, and contracts with the contractor for the construction of the Wastewater Improvements must provide that the City is a third-party beneficiary of each contract.

16. PERFORMANCE AND PAYMENT BONDS. Developer/Owner 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 contract is in excess of \$100,000 and a payment bond if the contract 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 performance or payment bond must name the City as an obligee. If the Developer/Owner is not an obligor, then Developer/Owner 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.

17. DEDICATION OF WASTEWATER IMPROVEMENTS. Upon completion of the construction, dedication of Wastewater Improvements will be subject to City inspection and approval.

18. WARRANTY. Developer/Owner shall fully warranty the workmanship of and function of the Wastewater Improvements and the construction thereof for a period of one year from and after the date of acceptance of the facilities by the City's Director of Engineering Services.

19. INDEMNIFICATION. Developer/Owner covenants to fully indemnify, save and hold harmless the City of Corpus Christi, its officers, employees, and agents, ("indemnitees") against any and all liability, damage, loss, claims, demands suits and causes of action of any nature whatsoever asserted against or recovered from city 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 Developer/Owner's failure to comply with its obligations under this agreement or to provide city wastewater service to the development, including injury, loss, or damage which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with the construction, installation, existence, operation, use, maintenance, repair, restoration, or removal of the public improvements associated with the development described above, including the injury, loss or damage caused by the sole or contributory negligence of the indemnitees or any of them, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of 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 attorneys 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 (i) attorneys, (ii) environmental consultants, (iii) engineers, (iv) surveyors, and (v) expert witnesses.

(b) any costs incurred attributable to (i) the breach of any warranty or representation made by Developer/Owner in this agreement, or (ii) 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.

20. ASSIGNMENT OF AGREEMENT. This Agreement or any rights under this Agreement may not be assigned by the Developer/Owner to another without the written approval and consent of the City's City Manager.

21. DISCLOSURE OF INTEREST. Developer/Owner agrees, in compliance with the Corpus Christi Code of Ordinance Sec. 2-349, to complete, as part of this Agreement, the Disclosure of Interest form attached to this Agreement as **Exhibit 5**.

22. CERTIFICATE OF INTERESTED PARTIES. Developer/Owner 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>.

23. CONFLICT OF INTEREST. Developer/Owner 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.cctexas.com/government/city-secretary/conflict-disclosure/index>

24. AUTHORITY. All signatories signing this Agreement warrant and guarantee that they have the authority to act on behalf of the entity represented and make this Agreement binding and enforceable by their signature.

25. EFFECTIVE DATE. This Agreement becomes effective and is binding upon and inures to the benefit of the City and the Developer/Owner and their respective heirs, successors, and assigns from and after the date of final execution by all parties.

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

EXECUTED IN ONE ORIGINAL this 25 day of MAY, 2021.

ATTEST:

Rebecca Huerta
Rebecca Huerta
City Secretary

Albert J. Raymond III
CITY OF CORPUS CHRISTI
Albert J. Raymond III, AIA, CBO
Director of Development Services

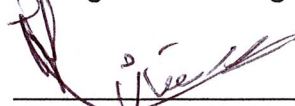
Ord. 032434 AUTHORIZED
BY COUNCIL 5-18-21
RH/SB
SECRETARY

APPROVED AS TO LEGAL FORM:

Buck Brice 4-22-21
Buck Brice (Date)
Assistant City Attorney
For City Attorney

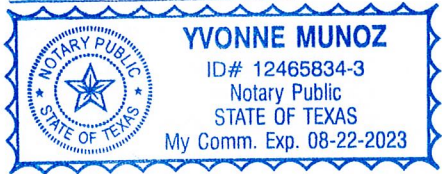
DEVELOPER/OWNER:

The Mostaghasi Investment Trust dba
Sun George Contracting Company

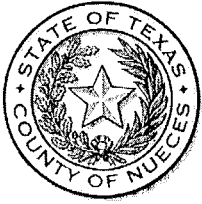
By: 
Hossein Mostaghasi,

STATE OF TEXAS §
COUNTY OF Nueces §

This instrument was acknowledged before me on April 6, 2021, by
**Hossein Mostaghasi, The Mostaghasi Investment Trust dba Sun George Contracting
Company**, a Texas Sole Proprietor, on behalf of said company.




Notary Public's Signature



Kara Sands

Nueces County Clerk
901 Leopard St #201
Corpus Christi, TX 78401

Main: (361)888-0580

Receipt: 20210608000150

Date: 06/08/2021

Time: 01:46PM

By: Catherine R

Station: CLERK04

Status: ORIGINAL COPY

Balance After Finalization: \$1,017.00

<u>Seq</u>	<u>Item</u>	<u>Document Description</u>	<u>Number</u>	<u>Number Of</u>	<u>Amount</u>	<u>Serial Number</u>
1	Official Public Records	AGRMT	2021028925	13	\$65.00	
				Order Total	(1)	\$65.00

<u>Seq</u>	<u>Payment Method</u>	<u>Transaction Id</u>	<u>Comment</u>	<u>Total</u>		
1	Company Account		3617798509	\$65.00		
				Total Payments	(1)	\$65.00
				Change Due		\$0.00

DEVELOPMENT SERVICES CITY OF CC
2406 LEOPARD STREET
CORPUS CHRISTI, TX 78408

For more information about the County Clerk's office and to search property records online, please visit <http://www.nuecesco.com/county-services/county-clerk>



VG-50-2021-2021028925

Nueces County
Kara Sands
Nueces County Clerk

Instrument Number: 2021028925

Official Public Records

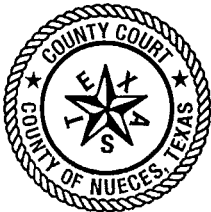
AGREEMENT

Recorded On: June 08, 2021 01:46 PM

Number of Pages: 13

" Examined and Charged as Follows: "

Total Recording: \$65.00



**STATE OF TEXAS
Nueces County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Nueces County, Texas

Kara Sands
Nueces County Clerk
Nueces County, TX

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2021028925
Receipt Number: 20210608000150
Recorded Date/Time: June 08, 2021 01:46 PM
User: Catherine R
Station: CLERK04

Record and Return To:

DEVELOPMENT SERVICES CITY OF CC
2406 LEOPARD STREET
CORPUS CHRISTI TX 78408

REIMBURSEMENT ESTIMATE / ACTUAL BID CONTRACT

EXHIBIT B

County Road 52 Sanitary Sewer Lift Station

No.	Description	REIMBURSEMENT ESTIMATE				ACTUAL BID CONTRACT			
		Quantity	Unit	Unit Price	Total Amount	Quantity	Unit	Unit Price	Total Price
1	Bonds, Insurance (2.5%)	1	LS	\$ 42,500.00	\$ 42,500.00				
Bid-1	Bonds, and Insurance (2.5%)					1	LS	\$ 83,219.00	\$ 83,219.00
2	Mobilization (5%)	1	LS	\$ 85,000.00	\$ 85,000.00				
Bid -2	Mobilization (5%)					1	LS	\$ 166,438.00	\$ 166,438.00
3	Existing Lift Station Demolition	1	LS	\$ 35,000.00	\$ 35,000.00				
Bid-3	Existing Lift Station Demolition					1	LS	\$ 117,069.00	\$ 117,069.00
4	10' Diam. L.S. Structure (Bottom Slab, Top Slab, Wet Well)	1	LS	\$ 245,000.00	\$ 245,000.00				
Bid-4	10' Diam. Lift Station Structure (Bottom Slab, Top Slab, Wet Well)					1	LS	\$ 1,042,987.00	\$ 1,042,987.00
5	Well Pointing for Lift Station	1	LS	\$ 38,000.00	\$ 38,000.00				
Bid-5	Well Pointing for Lift Station					1	LS	\$ 26,853.00	\$ 26,853.00
6	Ductile Iron Piping, Fittings, Valves	1	LS	\$ 98,000.00	\$ 98,000.00				
Bid-6	Ductile Iron Pipe, Fittings, Valves					1	LS	\$ 71,101.00	\$ 71,101.00
7	Pumps, Bases, Guide Rails, and Accessories	1	LS	\$ 180,000.00	\$ 180,000.00				
Bid-7	Pumps, Bases, Guide Rails, and Accessories					1	LS	\$ 25,180.00	\$ 25,180.00
8	Lift Station Electrical (Electrical Rack, Control Panel, SCADA, etc.)	1	LS	\$ 120,000.00	\$ 120,000.00				
Bid-8	Lift Station Electrical (Electrical Rack and Control Panel)					1	LS	\$ 222,035.00	\$ 222,035.00
9	Ultrasonic Flow Meter and 4' Fiberglass Chamber	1	LS	\$ 18,000.00	\$ 18,000.00				
Bid-9	Ultrasonic Flow Meter and 4' Fiberglass Chamber					1	LS	\$ 38,236.00	\$ 38,236.00
10	6" PVC Green C-900 Force Main DR 25	100	LF	\$ 70.00	\$ 7,000.00				
Bid-10	6" PVC Green C-900 Force Main DR 25					25	LF	\$ 720.00	\$ 18,000.00
11	Tie New 6" Force Main to Existing 6" Force Main	1	LS	\$ 5,500.00	\$ 5,500.00				
Bid-11	Tie New 6" Force Main to Existing 6" Force Main					1	LS	\$ 6,953.00	\$ 6,953.00
12	7" Thick Concrete Driveway	1500	SF	\$ 25.00	\$ 37,500.00				
Bid-12	7" Thick Concrete Driveway					587	SF	\$ 34.00	\$ 19,958.00
13	1" HDPE Waterline by Open Cut	125	LF	\$ 20.00	\$ 2,500.00				
Bid-13	1" HDPE Waterline by Open Cut					100	LF	\$ 42.35	\$ 4,235.00
14	Water Meter	1	EA	\$ 2,000.00	\$ 2,000.00				
Bid-14	Water Meter					1	LS	\$ 1,815.00	\$ 1,815.00
15	Tie Proposed 1" HDPE Waterline to Existing Waterline	1	LS	\$ 1,500.00	\$ 1,500.00				
Bid-15	Tie Proposed 1" HDPE Waterline to Existing Waterline					1	EA	\$ 1,512.00	\$ 1,512.00
16	7' Tall PVC Coated Chainlink Fence with Barbed Wire	1	LS	\$ 30,000.00	\$ 30,000.00				
Bid-16	7' Tall PVC Coated Chainlink Fence with Barbed Wire					1	LS	\$ 25,000.00	\$ 25,000.00

REIMBURSEMENT ESTIMATE / ACTUAL BID CONTRACT

		REIMBURSEMENT ESTIMATE				ACTUAL BID CONTRACT				
17	Extend Box Culvert and Safety End Treatment	1	LS	\$ 45,000.00	\$ 45,000.00					
Bid-17	Extend Box Culvert and Safety End Treatment					1	LS	\$ 54,450.00	\$ 54,450.00	
18	5' Diam. FRP Manhole (22'-24' Deep)	2	EA	\$ 38,000.00	\$ 76,000.00					
Bid-18	5' Diam. FRP Manhole (22'-24' Deep)					1	EA	\$ 26,091.00	\$ 26,091.00	
19	5' Diam. FRP Manhole (20'-22' Deep)	2	EA	\$ 32,000.00	\$ 64,000.00					
Bid-19	4' Diam. FRP Manhole (22'-24' Deep)					1	EA	\$ 24,144.00	\$ 24,144.00	
20	15" PVC Gravity Line (22'-24' Cut)	110	LF	\$ 250.00	\$ 27,500.00					
Bid-20	15" PVC Gravity Line (22'-24' Cut)					87	LF	\$ 434.00	\$ 37,758.00	
21	12" PVC Gravity Line (22'-24' Cut)	910	LF	\$ 230.00	\$ 209,300.00					
Bid-21	12" PVC Gravity Line (22'-24' Cut)					263	LF	\$ 447.00	\$ 117,561.00	
22	12" PVC Gravity Line (20'-22' Cut)	910	LF	\$ 220.00	\$ 200,200.00					
Bid-22	12" PVC Gravity Line (20'-22' Cut)					132	LF	\$ 420.00	\$ 55,440.00	
23	Pollution Prevention Plan	1	LS	\$ 12,000.00	\$ 12,000.00					
Bid-23	Pollution Prevention Plan					1	LS	\$ 3,025.00	\$ 3,025.00	
24	OSHA Trench Protection	1930	LF	\$ 10.00	\$ 19,300.00					
Bid-24	OSHA Trench Protection					2500	LF	\$ 20.00	\$ 50,000.00	
25	Temporary Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00					
Bid-25	Temporary Traffic Control					1	LS	\$ 38,247.00	\$ 38,247.00	
26	Wastewater Flow Control at Existing Lift Station	1	LS	\$ 10,000.00	\$ 10,000.00					
Bid-26	Wastewater Flow Control at Existing Lift Station					1	LS	\$ 163,955.00	\$ 163,955.00	
27	NEC Allowance for Electrical Service to Lift Station Site	1	LS	\$ 35,000.00	\$ 35,000.00					
Bid-27	NEC Allowance for Electrical Service to Lift Station Site					1	LS	\$ 35,000.00	\$ 35,000.00	
Bid-28	Backflow Preventer					1	LS	\$ 7,500.00	\$ 7,500.00	
Bid-29	Tie Exist. 15" Gravity San. Sewer to New Lift Sta.					1	LS	\$ 18,755.00	\$ 18,755.00	
Bid-30	Tie Exist. 10" Gravity San. Sewer to New Lift Sta.					1	LS	\$ 15,125.00	\$ 15,125.00	
Bid-31	4' Diam. FRP Manhole (10'-12' Deep)					1	EA	\$ 15,475.00	\$ 15,475.00	
Bid-32	4' Diam. FRP Manhole (18'-20' Deep)					3	EA	\$ 27,110.00	\$ 81,330.00	
Bid-33	4' Diam. FRP Manhole (16'-18' Deep)					3	EA	\$ 25,853.00	\$ 77,559.00	
Bid-34	15" PVC Gravity Sanitary Sewer with 26" Steel Casing installed by Guided Boring					50	LF	\$ 2,650.00	\$ 132,500.00	
Bid-35	12" PVC Gravity Line (18'-20' Cut)					709	LF	\$ 304.00	\$ 215,536.00	
Bid-36	12" PVC Gravity Line (16'-18' Cut)					1297	LF	\$ 289.00	\$ 374,833.00	
Bid-37	8" PVC Gravity Line (22'-24' Cut)					12	LF	\$ 277.00	\$ 3,324.00	
Bid-38	Well Pointing					2500	LF	\$ 22.00	\$ 55,000.00	
Bid-39	Concrete Driveway Repair					3205	SF	\$ 30.00	\$ 96,150.00	
Bid-40	Hydro Mulch Seeding					2	AC	\$ 9,075.00	\$ 18,150.00	
					REIMBURSEMENT ESTIMATE	\$ 1,660,800.00	ACTUAL BID CONTRACT			\$ 3,587,499.00

REIMBURSEMENT ESTIMATE / ACTUAL BID CONTRACT

	REIMBURSEMENT ESTIMATE	ACTUAL BID CONTRACT
Contingency (10%)	166,100.00	
Total	\$ 1,826,900.00	\$ 3,587,499.00
Engineering (8% of Construction)	146,200.00	\$ 146,200.00
Additional Cost for Rebidding and Revising Reimbursement Agreement	-	\$ 6,000.00
Surveying (2% of Construction)	36,550.00	\$ 36,550.00
Staking and Testing (2% of Construction)	36,550.00	\$ 71,750.00
Geotechnical	15,000.00	\$ 15,000.00
Grand Total	2,061,200.00	\$ 3,862,999.00
Changes to Reimbursable Amount -		ADD \$ 1,801,799.00