

## RESOLUTION

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPER PARTICIPATION AGREEMENT WITH MPM DEVELOPMENT, LP., ("DEVELOPER"), TO REIMBURSE THE DEVELOPER UP TO \$135,766.13 FOR THE CITY'S SHARE OF THE COST TO EXTEND BROCKHAMPTON STREET, IN ACCORDANCE WITH THE UNIFIED DEVELOPMENT CODE.**

**WHEREAS**, the City has determined the agreement will carry out the purpose of the Unified Development Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:**

**SECTION 1.** The City Manager, or his designee, is authorized to execute a developer participation agreement ("Agreement"), attached hereto, with MPM Development, LP ("Developer"), for the CITY's portion of the cost of Brockhampton Street, including all related appurtenances, for development of Bordeaux Place Unit 4, Corpus Christi, Nueces County, Texas.

This resolution takes effect upon City Council approval on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST: THE CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

\_\_\_\_\_  
Nelda Martinez  
Mayor

**APPROVED:** \_\_\_\_ day of \_\_\_\_\_, 2015.

Corpus Christi, Texas

\_\_\_\_\_ of \_\_\_\_\_, 2015

The above resolution was passed by the following vote:

Nelda Martinez \_\_\_\_\_

Rudy Garza \_\_\_\_\_

Chad Magill \_\_\_\_\_

Colleen McIntyre \_\_\_\_\_

Lillian Riojas \_\_\_\_\_

Brian Rosas \_\_\_\_\_

Lucy Rubio \_\_\_\_\_

Mark Scott \_\_\_\_\_

Carolyn Vaughn \_\_\_\_\_

## PARTICIPATION AGREEMENT

STATE OF TEXAS       §

COUNTY OF NUECES    §

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 his designee, and MPM Development, LP. ("Developer"), a Texas corporation, acting by and through its general partner.

**WHEREAS**, the Owner owns certain real property located in Corpus Christi, Nueces County, Texas, being 12.802 acre tract of land, more or less, a portion Flour Bluff and Encinal Farm and Garden Tracts, Section 20, Lots 13, 14, 19 and 20 (the "Property"), and the Owner desires to develop and plat the Property designated on **Exhibit 1** of this Agreement, which exhibit is attached to and incorporated in this Agreement by reference, to be known as Bordeaux Place Unit 4 ("Plat");

**WHEREAS**, as a condition of the Plat, the Owner is required to expand, extend, and construct Brockhampton Street from its existing terminus for a distance of approximately 404 feet to connect with the existing roadway on Bronx Avenue as depicted on and in accordance with the improvement requirements (the "Roadway Extension") 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 street infrastructure installed by the Owner in conjunction with the Owner's final Plat;

**WHEREAS**, Chapter 212 of the 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 subdivision or land; and

**WHEREAS**, this Agreement is made pursuant to the Local Government Code and Article 8, Section 8.4.1, of the Unified Development Code of the City of Corpus Christi.

**NOW, THEREFORE**, in order to provide a coordinated public street construction and improvement project, the City and the Owner agree as follows:

A. 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.

B. Subject to the terms of this Agreement, Exhibit 1, and Exhibit 2, the Owner will construct the Roadway Extension 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 Roadway Extension, which estimate is attached to and incorporated in this Agreement as **Exhibit 3** (the "Cost Estimate"). Subject to the limitations set forth below, the Owner shall pay a portion

of the costs of construction of the Roadway Extension. Further, subject to the limitations set forth below, the City shall pay the remaining portion of the costs of construction of the Roadway Extension, designated as the total amount reimbursable by the City on the Cost Estimate.

C. 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 Roadway Extension shall not exceed **\$135,766.13**.

D. The City shall reimburse the Owner a pro rata portion of the City's agreed costs of the Roadway Extension monthly, based on the percentage of construction completed less the Owner's pro rata portion and contingent upon submission to the City of an invoice for the work performed. The invoices must be paid by the City no later than thirty (30) days following receipt of each monthly invoice. Such reimbursement will be made payable to the Owner at the address shown in section N of this Agreement.

E. In accordance with the Texas Local Government Code, the Owner shall execute a performance bond for the construction of the Roadway Extension to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253 of the Texas Government Code.

F. The Owner shall submit all required performance bonds and proof of required insurance coverage in accordance with applicable State and local laws as detailed in **Exhibit 4**.

G. Owner 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 Roadway Extension.

H. Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Roadway Extension or promptly notify the Owner of any defect, deficiency, or other non-approved condition in the progress of the Roadway Extension.

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

**J. 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 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, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PLATTING AND CONSTRUCTION OF THE ROADWAY EXTENSION OF BORDEAUX PLACE UNIT 4 DURING THE PERIOD OF CONSTRUCTION, INCLUDING THE INJURY, LOSS, OR DAMAGE CAUSED BY THE 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 SURVIVES TERMINATION OF THIS AGREEMENT.**

K. DEFAULT. The following events shall constitute default:

1. Owner fails to submit plans and specifications for the Roadway Extension to the Executive Director of Public Works in advance of construction.
2. Owner does not reasonably pursue construction of the Roadway Extension under the approved plans and specifications.
3. Owner fails to complete construction of the Roadway Extension, under the approved plans and specifications, on or before the expiration of 24 calendar months measured from the date this document is executed by the City.
4. Either the City or the Owner otherwise fails to comply with its duties or obligations under this Agreement.

L. NOTICE AND CURE.

1. 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.

2. 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.
3. 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.
4. Should the Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Owner, at the address stated in section N, of the need to perform the obligation or duty and, should the 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 the Owner.
5. In the event of an uncured default by the Owner, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:
  - a. Terminate this Agreement after the required notice and opportunity to cure the default;
  - b. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or
  - c. Perform any obligation or duty of the Owner under this Agreement and charge the cost of such performance to the Owner. The Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Owner receives notice of the cost of performance. In the event the 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.
6. In the event of an uncured default by the City after the appropriate notice and Cure Period, the Owner has all its remedies at law or in equity for such default.

#### M. FORCE MAJEURE.

1. 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.
2. 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.

#### N. NOTICES.

1. 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:

If to the City:

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

If to the Owner:

MPM Development, LP.  
Attn: Mossa Moses Mostaghazi,  
General Partner  
426 S. Staples  
Corpus Christi, Texas 78401

with a copy to:

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

2. 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.

3. Either party may change the address for notices by giving notice of the change, in accordance with the provisions of this section, within five business days of the change.

O. Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Roadway Extension, contracts for testing services, and contracts with the contractor for the construction of the Roadway Extension must provide that the City is a third party beneficiary of each contract.

P. In compliance with City of Corpus Christi Ordinance No. 17112, the Owner agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 5**.

Q. This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Owner from and after the date of the last signatory to this Agreement. **This Agreement expires 24 calendar months from the date this document is executed by the City**, unless terminated earlier in accordance with the provisions of this Agreement. Such expiration date of this Agreement is presently anticipated, but not currently known, to be **September 15, 2017**.

(EXECUTION PAGES FOLLOWS)

**EXECUTED in one original** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

\_\_\_\_\_  
Ronald L. Olson  
City Manager

Approved as to legal form: \_\_\_\_\_

\_\_\_\_\_  
Julian Grant  
Assistant City Attorney

**OWNER: MPM Development, LP.**

\_\_\_\_\_  
Mossa Moses Mostaghassi  
General Partner

\_\_\_\_\_  
Date

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF NUECES   §**

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by Mossa Moses Mostaghassi, General Partner, MPM Development, LP., a Limited Partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public's Signature



STATE OF TEXAS §  
COUNTY OF NUECES §

WE, MPM 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\_\_\_\_.

STATE OF TEXAS §  
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY VAHID MOSTAGHASI.

THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

STATE OF TEXAS §  
COUNTY OF NUECES §

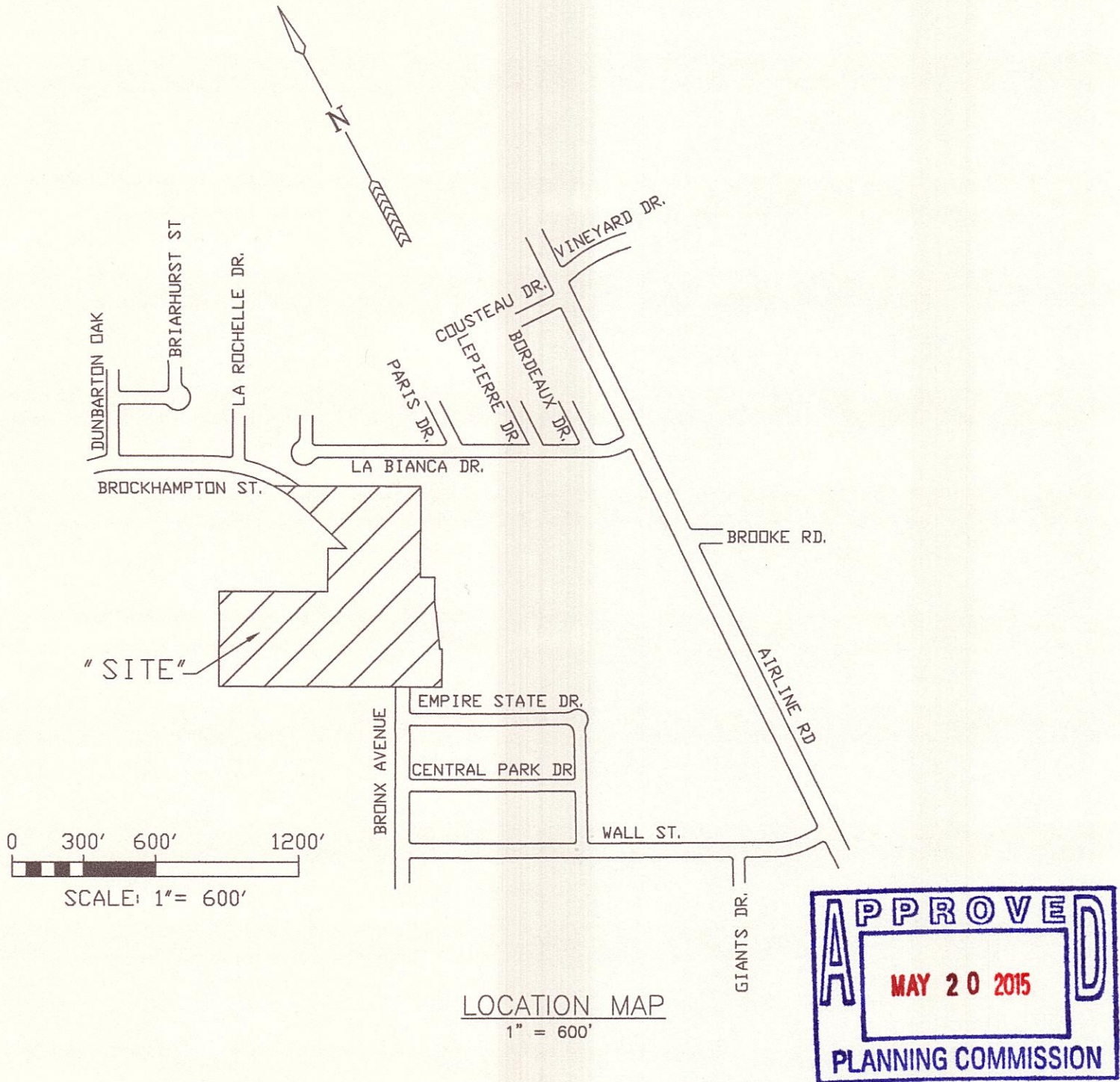
I, NIXON M. WELSH, REGISTERED PROFESSIONAL LAND SURVEYOR OF BASS & WELSH ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION, IS TRUE AND CORRECT AND THAT WE HAVE BEEN ENGAGED TO SET ALL LOT CORNERS UPON COMPLETION OF SUBDIVISION CONSTRUCTION IMPROVEMENTS WITHOUT DELAY.

THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NIXON M. WELSH, R. P. L. S.

NOTES:

1. THE BASIS OF BEARINGS IS THE SOUTHWEST BOUNDARY LINE OF BORDEAUX PLACE UNIT 1, S61°00'00"E, AS SHOWN.
2. THE SUBJECT SITE IS IN ZONE "C" ACCORDING TO FEMA MAP, COMMUNITY PANEL 485494 0540 C, REVISED MARCH 18, 1985.
3. THE SUBJECT SITES CONTAIN 12.802 ACRES INCLUDING STREETS TO BE DEDICATED.
4. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO BAY. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO BAY AS "EXCEPTIONAL" AND "OYSTER WATERS". TCEQ ALSO CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION" USE.
5. SET 5/8" IRON RODS AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
6. THE PROPERTY IS CURRENTLY ZONED FR FARM RURAL DISTRICT AND IS PROPOSED TO BE RE-ZONED TO RS-6 SINGLE FAMILY.
7. A 60' ROAD ROW, V. 1676, P. 452, D.R., WAS CLOSED IN LOTS 4, 5 AND 6, BLOCK 1, BY CITY COUNCIL, ORD. NO. \_\_\_\_\_, WITH 60' DE RETAINED.



PLAT OF  
BORDEAUX PLACE UNIT 4  
A 12.802 AC. TRACT OF LAND, MORE OR LESS, A PORTION FLOUR BLUFF & ENCINAL FARM & GARDEN TRACTS, SECTION 20, LOTS 13, 14, 19 AND 20, A MAP OF WHICH IS RECORDED IN VOLUME "A", PAGES 41 - 43, MAP RECORDS, NUECES CO., TX  
CORPUS CHRISTI, NUECES COUNTY, TEXAS

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

DATE PLOTTED: 4/01/15  
COMP. NO.: PLAT-SH1  
JOB NO.: 03026  
SCALE: 1" = 60'  
PLAT SCALE: SAME  
SHEET 1 OF 2

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

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

SECRETARY  
DANIEL M. GRIMSBO, P.E., 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







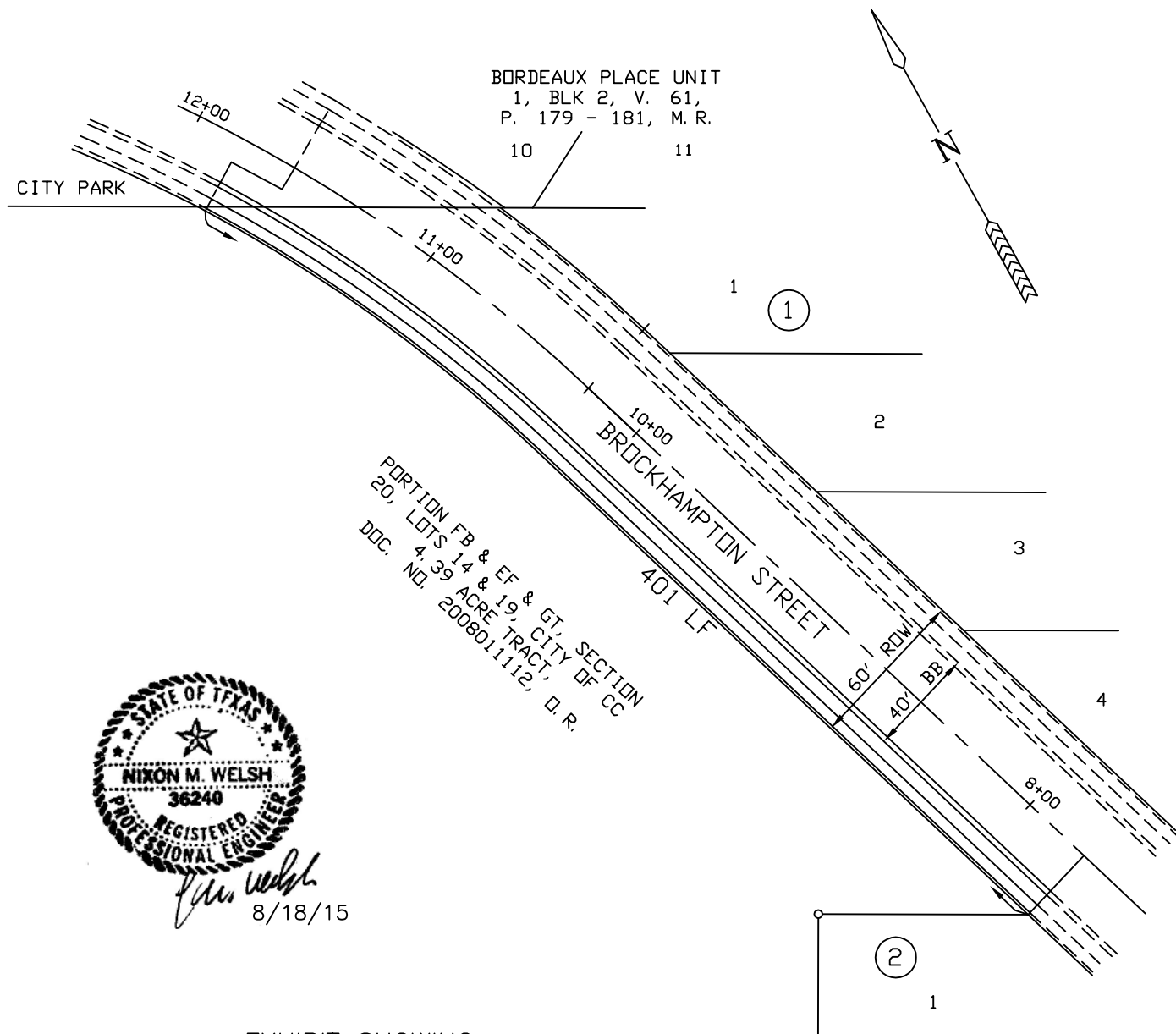
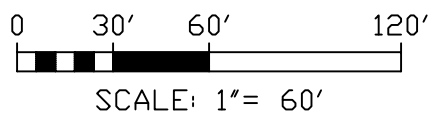


EXHIBIT SHOWING  
BROCKHAMPTON IMPROVEMENTS AT PARK  
1"=60'



BASS AND WELSH ENGINEERING  
CORPUS CHRISTI, TX  
SURVEY REG. NO. 100027-00,  
TX ENGINEERING REG. NO. F-52,  
FILE: EXB-STR, JOB NO. 03026,  
SCALE: 1" = 60'  
PLOT SCALE: SAME, PLOT DATE:  
8/18/15, SHEET 1 OF 1

BORDEAUX PLACE UNIT 4  
OVERALL CONSTRUCTION ESTIMATE  
CORPUS CHRISTI, NUECES COUNTY, TX  
7/24/15

STREET & SURFACE ITEMS (NOT AT PARK)		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	6" CURB & GUTTER	4233	LF	14.00	59,262.00
2.	4" THICK R/C WALK	17143	SF	3.50	60,000.50
3.	5' RC VALLEY GUTTER	163	LF	60.00	9,780.00
4.	4" HMA	0	SY	0.00	0.00
5.	8" CRUSHED LIMESTONE BASE TO 2' BC	5294	SY	17.00	89,998.00
6.	2" HMA	8171	SY	17.00	138,907.00
7.	6" LIMESTONE BASE	5264	SY	15.00	78,960.00
8.	8" LIME STABILIZED SUBGRADE TO 2' BC	10558	SY	7.00	73,906.00
9.	EXCAVATION	1	LS	48,000.00	48,000.00
10.	CLEARING AND GRUBBING	1	LS	8,500.00	8,500.00
11.	STREET SIGNS	4	EA	200.00	800.00

**TOTAL STREET & SURFACE ITEMS (NOT AT PARK) \$568,113.50**

STREET & SURFACE ITEMS AT PARK		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	6" CURB & GUTTER	404	LF	14.00	5,656.00
2.	4" THICK R/C WALK	1608	SF	3.50	5,628.00
3.	2" HMA	792	SY	17.00	13,464.00
4.	8" CRUSHED LIMESTONE BASE TO 2' BC	972	SY	17.00	16,524.00
5.	8" LIME STABILIZED SUBGRADE TO 2' BC	972	SY	7.00	6,804.00
6.	EXCAVATION	1	LS	3,000.00	3,000.00
7.	CLEARING AND GRUBBING	1	LS	1,000.00	1,000.00

**TOTAL STREET & SURFACE ITEMS (AT PARK) \$52,076.00**

SANITARY SEWER ITEMS		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	8" PVC PIPE	1394	LF	48.00	66,912.00
2.	10" PVC PIPE	2117	LF	54.00	114,318.00
3.	12" PVC PIPE	656	LF	42.00	27,552.00
4.	14" CASING PIPE BORED IN PLACE (NO OPEN CUT)	22	LF	200.00	4,400.00
5.	DROP CONNECTION FOR 8" PIPE	3	LF	1,100.00	3,300.00
6.	DROP CONNECTION FOR 10"	3	LF	1,200.00	3,600.00
7.	MANHOLE	13	EA	3,500.00	45,500.00
8.	4" OR 6" PVC SERVICE	48	EA	450.00	21,600.00

**TOTAL SANITARY SEWER ITEMS \$287,182.00**

STORM SEWER ITEMS		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	15" RCP	148	LF	36.00	5,328.00
2.	18" RCP	676	LF	38.00	25,688.00
3.	21" RCP	86	LF	55.00	4,730.00
4.	5' INLET	9	EA	3,200.00	28,800.00
5.	ADJUST MANHOLE	1	EA	2,500.00	2,500.00

**TOTAL STORM SEWER ITEMS \$67,046.00**

WATER ITEMS		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	8" PVC PIPE	1380	LF	32.00	44,160.00
2.	8" CAP TAPPED FOR 2'	1	EA	200.00	200.00
3.	8" TEE	2	EA	250.00	500.00
4.	8" CROSS	2	EA	425.00	850.00
5.	8" EL ANY ANGLE	5	EA	200.00	1,000.00

NIXON M. WELSH, P.E., R.P.L.S.  
Email: NixMW@aol.com

**BASS WELSH ENGINEERING**  
**TX Registration No. F-52**  
**Survey Registration No. 100027-00**  
**P.O. Box 6397**  
**Corpus Christi, TX 78466-6397**

3054 S. Alameda St.  
361 882-5521~ FAX 361 882-1265

6.	8" GATE VALVE	4	EA	1,100.00	4,400.00
7.	FIRE HYDRANT W/BOX	3	EA	3,200.00	9,600.00
8.	6" PVC PIPE	1052	LF	29.00	30,508.00
9.	6" TEE, DI	1	EA	250.00	250.00
10.	6" EL, 90° DI	4	EA	200.00	800.00
11.	6" X 30" PVC NIPPLE	9	EA	150.00	1,350.00
12.	6" GATE VALVE W/ BOX	7	EA	900.00	6,300.00
13.	2" PE PIPE	880	EA	18.00	15,840.00
14.	2" GATE VALVE	4	EA	525.00	2,100.00
15.	DOUBLE WATER SERVICE	22	EA	665.00	14,630.00
16.	SINGLE WATER SERVICE	4	EA	550.00	2,200.00

**TOTAL WATER ITEMS** **\$134,688.00**

<b>MISCELLANEOUS CONSTRUCTION</b>		<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1.	BLANK 2" AND 4" CONDUIT FOR AEP	150	LF	15.00	2,250.00
2.	TRAFFIC CONTROL AND BARRICADING PLAN AND PERMITTING (TRAFFIC CONTROL DURING CONSTRUCTION)	1	LS	1,000.00	1,000.00
3.	TRENCH SAFETY FOR EXCAVATIONS (SANITARY SEWER AND STORM PIPES OF ALL SIZES)	5018	LF	2.00	10,036.00
4.	STORM WATER POLLUTION PREVENTION	1	LS	3,500.00	3,500.00

**TOTAL MISCELLANEOUS ITEMS** **\$16,786.00**

**TOTAL CONSTRUCTION** **\$1,125,891.50**

NIXON M. WELSH, P.E., R.P.L.S.  
Email: NixMW@aol.com

**BASS WELSH ENGINEERING**  
**TX Registration No. F-52**  
**Survey Registration No. 100027-00**  
**P.O. Box 6397**  
**Corpus Christi, TX 78466-6397**

3054 S. Alameda St.  
361 882-5521~ FAX 361 882-1265

BORDEAUX PLACE UNIT 4  
CITY REIMBURSEMENT ESTIMATE  
CORPUS CHRISTI, NUECES COUNTY, TX  
08/06/15

A. STREET & SURFACE ITEMS AT PARK		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	6" CURB & GUTTER	404	LF	14.00	5,656.00
2.	4" THICK R/C WALK	1608	SF	3.50	5,628.00
3.	2" HMAC	792	SY	17.00	13,464.00
4.	8" CRUSHED LIMESTONE BASE TO 2'BC	972	SY	17.00	16,524.00
5.	8" LIME STABILIZED SUBGRADE TO 2'BC	972	SY	7.00	6,804.00
6.	EXCAVATION	1	LS	3,000.00	3,000.00
7.	CLEARING AND GRUBBING	1	LS	1,000.00	1,000.00

**CITY PORTION** **\$52,076.00**

B. STREET & SURFACE ITEMS - OVERSIZE 28'BB TO 40'BB		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	2" HMAC (OVERWIDTH)	1443	SY	17.00	24,531.00
2.	8" CRUSHED LIMESTONE BASE (OVERWIDTH)	1443	SY	17.00	24,531.00
3.	DIFFERENCE IN PRICE BETWEEN 2" & 4" CRUSHED LIMESTONE BASE (OVER DEPTH)	2867	SY	4.25	12,184.75
4.	8" LIME STABILIZED SUBGRADE (OVERWIDTH)	1443	SY	7.00	10,101.00

**CITY PORTION** **\$71,347.75**

**PART A** **\$52,076.00**

**PART B** **\$71,347.75**

**SUBTOTAL** **\$123,423.75**

**10% ENGINEERING, SURVEYING & TESTING** **\$12,342.38**

**TOTAL** **\$135,766.13**



## **INSURANCE REQUIREMENTS**

### **I. CONTRACTOR'S LIABILITY INSURANCE**

- A. Contractor shall not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Contractor shall furnish to the Risk Manager or designee two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. The City must be listed as an additional insured for the General Liability policy and Business Auto Liability policy, and a waiver of subrogation is required on all applicable policies.

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
COMMERCIAL GENERAL LIABILITY <ol style="list-style-type: none"><li>1. Broad Form</li><li>2. Premises – Operations</li><li>3. Products/Completed Operations Hazard</li><li>4. Contractual Liability</li><li>5. Broad Form Property Damage</li><li>6. Independent Contractors</li><li>7. Personal and Advertising Injury</li><li>8. Professional Liability (if applicable)</li><li>9. Underground Hazard (if applicable)</li><li>10. Environmental (if applicable)</li></ol>	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
BUSINESS AUTOMOBILE LIABILITY <ol style="list-style-type: none"><li>1. Owned</li><li>2. Hired &amp; Non-owned</li><li>3. Rented &amp; Leased</li></ol>	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION (for paid employees)	Which Complies With The Texas Workers' Compensation Act And Paragraph II Of This Exhibit.
EMPLOYER'S LIABILITY	\$500,000 / \$500,000 / \$500,000
PROPERTY INSURANCE	Contractor shall be responsible for insuring all owned, rented, or leased personal property for all perils.

- C. In the event of accidents of any kind related to this project, Contractor shall furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

## II. ADDITIONAL REQUIREMENTS

- A. Contractor must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met. An "All States endorsement shall be included for Companies not domiciled in 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 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 Management  
P.O. Box 9277  
Corpus Christi, TX 78469-9277  
(361) 826-4555- Fax #

- 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, or comparable policy language, as respects to operations, completed operations and activities of, or on behalf of, the named insured performed under contract with the City.
  - The "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. 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 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 and completed operations and activities 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.



### DISCLOSURE OF INTERESTS

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA".

**NAME:** MPM Development, LP

**STREET:** PO Box 331308 **CITY:** Corpus Christi **ZIP:** 78463

**FIRM is:** ☐ Corporation ☒ Partnership ☐ Sole Owner ☐ Association ☐ Other \_\_\_\_\_

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

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

Name	Job Title and City Department (if known)
<u>N/A</u>	<u>N/A</u>
_____	_____

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

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

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

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

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

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

### CERTIFICATE

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:** Moses Mostaghassi **Title:** Director  
(Print)

**Signature of Certifying Person:** Moses Mostaghassi **Date:** 7-17-2015

## **DEFINITIONS**

- a. "Board Member". A member of any board, commission or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Employee". Any person employed by the City of Corpus Christi, Texas, either on a full or part time basis, but not as an independent contractor.
- c. "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.
- d. "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.
- e. "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 holding or control established through voting trusts, proxies or special terms of venture or partnership agreements.
- f. "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.