

RESOLUTION

RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A DEVELOPER PARTICIPATION AGREEMENT WITH ATA O. AZALI, LLC., ("DEVELOPER"), TO REIMBURSE THE DEVELOPER UP TO \$224,662.67 FOR THE CITY'S SHARE OF THE COST TO EXTEND OSO PARKWAY, 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 Ata O. Azali, LLC., ("Developer"), for the CITY's portion of the cost of Oso Parkway, including all related appurtenances, for development of Queen's Crossing Unit 2, Corpus Christi, Nueces County, Texas.

This resolution takes effect upon City Council approval on this the _____ day of _____, 2016.

ATTEST: THE CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Nelda Martinez
Mayor

ATTEST:

THE CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Nelda Martinez
Mayor

Corpus Christi, Texas

_____ of _____, 2016

The above resolution was passed by the following vote:

Nelda Martinez	_____
Rudy Garza	_____
Michael Hunter	_____
Chad Magill	_____
Colleen McIntyre	_____
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 Ata O. Azali, LLC., ("Developer"), a Texas Limited Liability Company, acting by and through its President.

WHEREAS, the Owner owns certain real property located in Corpus Christi, Nueces County, Texas, being 12.393 acres of land, more or less, a portion of lots 25 & 26, Section 22, Flour Bluff and Encinal Farm and Garden Tracts (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 Queen's Crossing Unit 2 ("Plat");

WHEREAS, as a condition of the Plat, the Owner is required to expand, extend, and construct Oso Parkway for a distance of approximately 1063 feet to connect with Salsa Drive 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 **\$224,662.67**.

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 QUEEN'S CROSSING UNIT 2 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:

Ata O. Azali, LLC
Attn: Ata O. Azali
President
P.O. Box 8155
Corpus Christi, Texas 78468

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 **March 29, 2018**.

(EXECUTION PAGES FOLLOWS)

EXECUTED in one original this _____ day of _____, 2016.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Dan McGinn
Development Services Director

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by Rebecca Huerta, City Secretary, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 2016.

Notary Public, State Of Texas

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by Dan McGinn, Development Services Director, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 2016.

Notary Public, State Of Texas

APPROVED AS TO FORM: This 18th day of February, 2016.

Julian Grant / jg
Julian Grant, Senior Assistant City Attorney
For the City Attorney

OWNER: Ata O. Azali, LLC.



Ata O. Azali
President

2/17/16

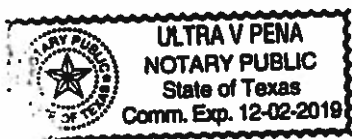
Date

STATE OF TEXAS §

§

COUNTY OF NUECES §

This instrument was acknowledged before me on February 17th, 2016, by
Ata O. Azali, President, Ata O. Azali, LLC., a Texas Limited Liability Company, on behalf of
said company.





Notary Public's Signature

CL CIMARRON BLVD.

CL CORDONATION DR.



SHADED AREA IS FOR
OVERDEPTH FROM
RESIDENTIAL COLLECTOR
TO PARKWAY (C1 TO P1)

1063 LF
①

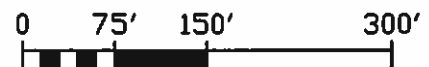
QUEEN'S CROSSING UNIT 1
V. 64, P. 135 - 137, M.R.

QUEEN'S CROSSING UNIT 2

OSD PARKWAY EXHIBIT
QUEEN'S CROSSING UNIT 2

HATCHED AREA IS FOR
REIMBURSEMENT AT PARK

SALSA DR.



SCALE: 1" = 150'

BASS AND WELSH ENGINEERING
CORPUS CHRISTI, TX
SURVEY REG. NO. 100027-00,
TX ENGINEERING REG. NO. F-52,
FILE: EXB-STR, JOB NO. 05069,
SCALE: 1" = 150'
PLOT SCALE: SAME, PLOT DATE:
1/6/16, SHEET 1 OF 1

NIXON M. WELSH, P.E., R.P.L.S.
Email: NlxMW@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

QUEEN'S CROSSING UNIT 2
TOTAL COST ESTIMATE
03/30/15

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
STREET & SURFACE ITEMS (AT PARK & WIDEN WALK TO 8' IN OSD PKWY)					
1	4" HMAC	140	SY	36.50	5,110.00
2	6" CURB & GUTTER	70	LF	14.50	1,015.00
3	11" LIMESTONE BASE	172	SY	35.00	6,020.00
4	8" LIME STABILIZED SUBGRADE TO 1'BC	172	SY	7.80	1,341.60
5	4" THICK R/C WALK	4872	SF	4.60	22,411.20
6	STREET EXCAVATION	1	LS	12,500.00	12,500.00
7	CLEARING & GRUBBING	1	LS	3,500.00	3,500.00

TOTAL 51,897.80

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
STREET & SURFACE ITEMS (NOT INCLUDING PARK OR WIDENING WALK)					
1	4" HMAC	4448	SY	36.50	162,352.00
2	4" THICK R/C WALK	9436	SF	4.60	43,405.60
3	6" CURB & GUTTER	2470	LF	14.50	35,815.00
4	11" LIMESTONE BASE	5548	SY	35.00	194,180.00
5	8" LIME STABILIZED SUBGRADE TO 1'BC	5548	SY	7.80	43,274.40
6	STREET SIGNS	1	EA	300.00	300.00
7	EXCAVATION ALSO INCLUDING BACKFILL & SWALE ALONG E. SIDE CIMARRON BLVD	1	LS	52,500.00	52,500.00
8	CLEARING & GRUBBING	1	LS	8,800.00	8,800.00

TOTAL 540,627.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
MISCELLANEOUS CONSTRUCTION					
1	BLANK 2" & 4" CONDUIT FOR AEP	100	LF	15.00	1,500.00
2	TRAFFIC CONTROL & BARRICADING PLAN (DURING CONSTRUCTION)	1	LS	4,800.00	4,800.00
3	TRENCH SAFETY FOR EXCAVATIONS (SANITARY SEWER & STORM SEWER PIPES OF ALL SIZES)	1369	LF	2.00	2,738.00
4	STORM WATER POLLUTION PREVENTION	1	LS	3,500.00	3,500.00

TOTAL 12,538.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
SANITARY SEWER ITEMS					
1	4" OR 6" PVC SERVICES	11	EA	380.00	4,180.00
2	8" PVC PIPE	842	LF	48.00	40,416.00
3	FG MANHOLE 4' DIAMETER	2	EA	3,800.00	7,600.00
4	END OF LINE RISER ASSEMBLY	1	EA	500.00	500.00

TOTAL 52,696.00

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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
STORM SEWER ITEMS					
1	5' INLET SLOT OR TYPE	4	EA	2,600.00	10,400.00
2	BRICK MANHOLE	1	EA	3,800.00	3,800.00
3	18" RCP	63	LF	44.00	2,772.00
4	30" RCP	462	LF	59.00	27,258.00
5	R/C CONCRETE LINING AT END OF PIPE	1	LS	3,500.00	3,500.00
6	ADJUST INLET TOP	1	LS	2,500.00	2,500.00

TOTAL 50,230.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
WATER ITEM - NON GRID ITEMS					
1	DOUBLE WATER SERVICE	5	EA	525.00	2,625.00

TOTAL 2,625.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
12" GRID MAIN WATER ITEMS					
1	12" PVC PIPE	1077	LF	66.00	71,082.00
2	12" TEE	4	EA	900.00	3,600.00
3	FIRE HYDRANT ASSEMBLY	4	EA	3,600.00	14,400.00
4	12" GATE VALVE W/BOX	2	EA	1,385.00	2,770.00
5	12" BEND EL, ANY ANGLE DI	3	EA	275.00	825.00
6	6" GATE VALVE	4	EA	800.00	3,200.00
7	6"X30" PVC NIPPLE	9	EA	225.00	2,025.00
8	6" BEND ANY ANGLE	3	EA	175.00	525.00
9	6" PVC PIPE	15	LF	50.00	750.00
10	12"X6" REDUCER	1	EA	300.00	300.00

TOTAL 99,477.00

TOTAL CONSTRUCTION 810,090.80

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

05069-PARK-STR-COMBINED.XLS

QUEEN'S CROSSING UNIT 2
01/06/16

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
OSO PARKWAY IMPROVEMENTS AT LINEAR PARK					
1	4" HMA	140	SY	36.50	5,110.00
2	4" THICK R/C WALK	4872	SF	4.60	22,411.20
3	6" CURB & GUTTER	70	LF	14.50	1,015.00
4	11" CRUSHED LIMESTONE BASE TO 2' BC	172	SY	35.00	6,020.00
5	8" LIME STABILIZED SUBGRADE TO 2' BC	172	SF	7.80	1,341.60
6	STREET EXCAVATION	1	LS	12,500.00	12,500.00
7	CLEARING & GRUBBING	1	LS	3,500.00	3,500.00

SUBTOTAL **\$51,897.80**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
OVERDEPTH OSO PARKWAY ITEMS					
1	OVERDEPTH HMA FROM 2" TO 4" 2" HMA AT \$18.25/SY 4" HMA AT \$36.50/SY DIFFERENCE = \$18.25/SY	4448	SY	18.25	81,176.00
2	OVERDEPTH CRUSHED LIMESTONE BASE FROM 8" TO 11" 8" CRUSHED LIMESTONE BASE AT \$22.50/SY 11" CRUSHED LIMESTONE BASE AT \$35.00/SY DIFFERENCE = \$12.50/SY	5546	SY	12.50	69,325.00

SUBTOTAL **\$150,501.00**

TOTAL PARK AND STREET ITEMS **\$202,398.80**

11% ENGINEERING, SURVEYING & TESTING **22,263.87**

TOTAL AMOUNT REIMBURSEABLE **\$224,662.67**



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.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
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 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Personal and Advertising Injury 8. Professional Liability (if applicable) 9. Underground Hazard (if applicable) 10. Environmental (if applicable)	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
BUSINESS AUTOMOBILE LIABILITY 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$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.



**City of
Corpus
Christi**

City of Corpus Christi, Texas
Department of Development Services
P.O. Box 9277
Corpus Christi, Texas 78469-9277
(361) 826-3240
Located at: 2406 Leopard Street
(Corner of Leopard St. and Port Ave.)

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: ATA O AZALI
STREET: POB 8135 CITY: Corpus Christi ZIP: 78468
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)

NA

NA

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

NA

NA

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

NA

NA

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

NA

NA

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:

(Print)

Alex AZALI

Title:

Port Director

Signature of Certifying Person:

[Signature]

Date:

1-20-16

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.