

Resolution authorizing a developer participation agreement with MPM Development, LP, to reimburse the developer up to \$104,230.50 for the City's share of the cost to extend Bill Witt Drive approximately 398 linear feet

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

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

SECTION 1. The City Manager, or designee, is authorized to execute a developer participation agreement ("Agreement") with MPM Development, LP., ("Developer"), for the City's portion of the cost of Bill Whitt Drive including all related appurtenances for development of Crosswind Estates Unit 2 Subdivision, Corpus Christi, Nueces County, Texas.

PASSED AND APPROVED on the _____ day of _____, 2020:

Joe McComb _____

Rudy Garza _____

Paulette Guajardo _____

Michael Hunter _____

Debbie Lindsey-Opel _____

Ben Molina _____

Everett Roy _____

Lucy Rubio _____

Greg Smith _____

ATTEST:

THE CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Joe McComb
Mayor

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

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 designee, and MPM Development LP, ("Developer"), a Texas Limited Partnership.

WHEREAS, the Owner owns certain real property located in Corpus Christi, Nueces County, Texas, being a portion out of Lots 28 and 29, Section 21, 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 Crosswind Estates Unit 2 ("Plat");

WHEREAS, as a condition of the Plat, the Developer/Owner is required to expand, extend, and construct Bill Witt Drive approximately 398 linear feet and associated appendas 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 Developer in conjunction with the Owner's final Plat;

WHEREAS, Section 212.071 of the Texas Local Government Code authorizes a municipality to make a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the subdivision or land; and

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

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

Section 1. **RECITALS**. The parties agree that the language contained in the preamble of this Agreement is substantive in nature, is incorporated into this Agreement by reference, and has been relied on by both parties in entering into and executing this Agreement.

Section 2. **DEVELOPER PARTICIPATION**. Subject to the terms of this Agreement, Exhibit 1, and Exhibit 2, the Developer 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 Developer 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.

Section 3. CITY PARTICIPATION. Notwithstanding any other provision of this Agreement, the total amount that the City shall pay for the City's agreed share of the actual costs of the Roadway Extension shall not exceed **\$104,230.50**

Section 4. REIMBURSEMENT. The City shall reimburse the Developer a pro rata portion of the City's agreed costs of the Roadway Extension monthly, based on the percentage of construction completed less the Developer's pro rata portion and contingent upon submission to the City of an invoice for the work performed. The 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 Developer at the address shown in section N of this Agreement.

Section 5. PERFORMANCE BOND. In accordance with the Texas Local Government Code, the Developer 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. The Developer shall submit proof of the required performance bonds to the City.

Section 6. INSURANCE. Insurance requirements are as stated in **Exhibit 4**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and Development Services Department. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request.

Section 7. CONSTRUCTION CONTRACT DOCUMENTS. Developer shall submit standard construction contract documents to the Executive Director of Public Works for review and approval in advance of beginning any construction of the Roadway Extension.

Section 8. INSPECTIONS. Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Roadway Extension or promptly notify the Developer of any defect, deficiency, or other non-approved condition in the progress of the Roadway Extension.

Section 9. WARRANTY. The Developer 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 improve-ments by the Executive Director of Public Works.

Section 10. INDEMNIFICATION.

DEVELOPER 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 ROYAL CREEK ESTATES UNIT 8 SUBDIVISION 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.

Section 11. DEFAULT. The following events shall constitute default:

1. Developer fails to submit plans and specifications for the Roadway Extension to the Executive Director of Public Works in advance of construction.
2. Developer does not reasonably pursue construction of the Roadway Extension under the approved plans and specifications.

3. Developer 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 Developer otherwise fails to comply with its duties or obligations under this Agreement.

Section 12 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 Developer fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer, at the address stated in section N, of the need to perform the obligation or duty and, should the Developer fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer.
5. In the event of an uncured default by the Developer, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:
 - 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 Developer under this Agreement and charge the cost of such performance to the Developer. The Developer shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer receives notice of the cost of performance. In the event the Developer pays the City under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.
6. In the event of an uncured default by the City after the appropriate notice and Cure Period, the Developer has all its remedies at law or in equity for such default.

Section 13. 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.

Section 14. 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 Developer:

MPM Development, L.P.
Attn: Moses Mostaghassi
PO Box 331308
Corpus Christi, Tx 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.

Section 15. PROJECT CONTRACTS. Developer'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.

Section 16. DISCLOSURE OF INTEREST. In compliance with City of Corpus Christi Ordinance No. 17112, the Developer agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 5**.

Section 17. VERIFICATION REGARDING ISRAEL. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

Section 18. CERTIFICATE OF INTERESTED PARTIES. Developer agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

- (1) persons with a "controlling interest" in the entity, which includes:
 - a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
 - b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

Section 19. CONFLICT OF INTEREST. Developer agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

Section 20. SEVERABILITY. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

Section 21. COOPERATION. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

Section 22. ENTIRE AGREEMENT. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

Section 23. AMENDMENTS. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

Section 24. APPLICABLE LAW; VENUE. This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Nueces County, Texas.

Section 25. AUTHORITY. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

Section 26. INDEPENDENT CONTRACTOR. Developer covenants and agrees that it is an independent contractor, and not an officer, agent, servant or employee of City; that Developer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Developer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Developer.

Section 27. NON-APPROPRIATION. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

Section 28. TERM. This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Developer from and after the date of the last signatory to this Agreement. This Agreement expires 12 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 FEBRUARY 28, 2021.

EXECUTED in one original this _____ day of _____, 2020.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Al Raymond III
Director of Development Services

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 _____, 2020.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by Al Raymond III, Director of Development Services, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 2020.

Notary Public, State of Texas

APPROVED AS TO FORM: This _____ day of _____, 2020.

Assistant City Attorney
Buck Brice

DEVELOPER: MPM Development, LP



Moses Mostagashi
General Partner

2/5/2020

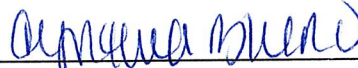
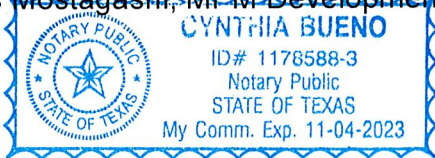
Date

STATE OF TEXAS §

§

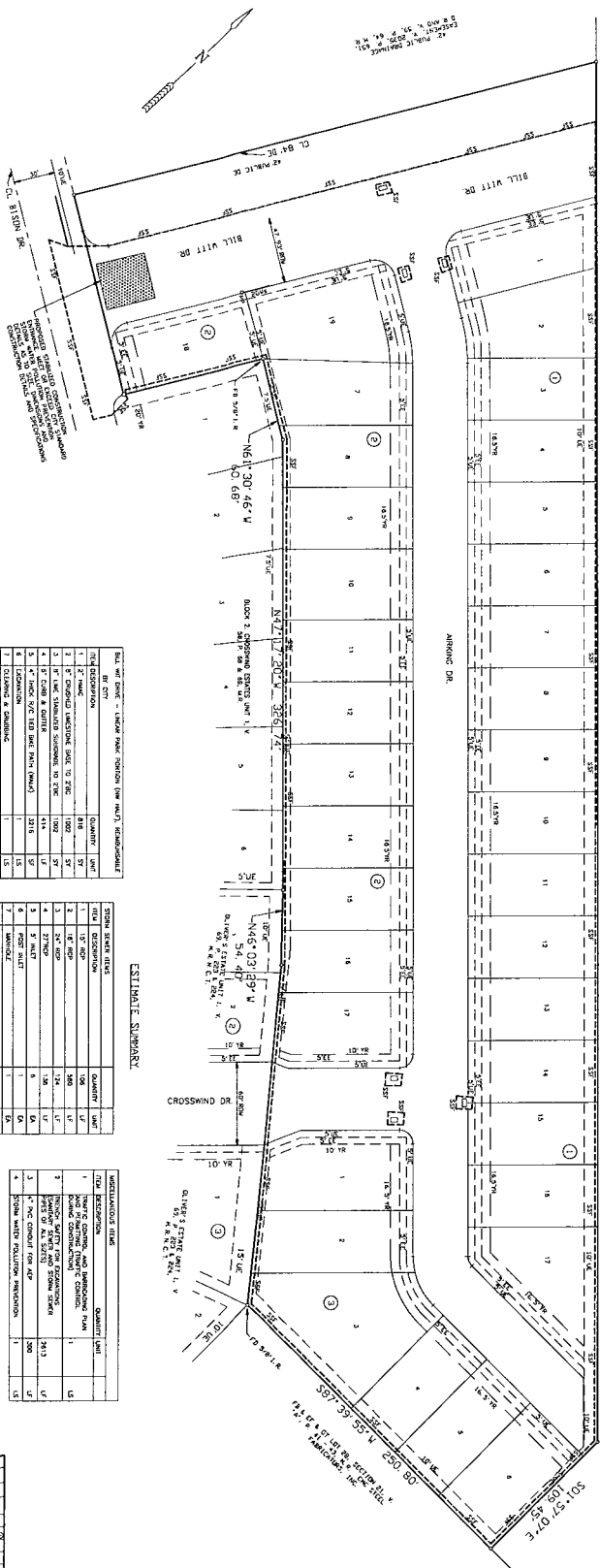
COUNTY OF NUECES §

This instrument was acknowledged before me on February 5th, 2020, by
Moses Mostagashi, MPM Development, LP, General Partner, on behalf of said corporation.



Notary Public's Signature

EXHIBIT 1

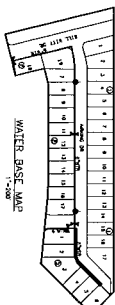


ESTIMATE SUMMARY

ITEM	DESCRIPTION	QUANTITY	UNIT
1	1" PVC	100	LF
2	2" PVC	100	LF
3	3" PVC	100	LF
4	4" PVC	100	LF
5	5" PVC	100	LF
6	6" PVC	100	LF
7	7" PVC	100	LF
8	8" PVC	100	LF
9	9" PVC	100	LF
10	10" PVC	100	LF
11	11" PVC	100	LF
12	12" PVC	100	LF
13	13" PVC	100	LF
14	14" PVC	100	LF
15	15" PVC	100	LF

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9	9" PVC	100	LF
10	10" PVC	100	LF
11	11" PVC	100	LF
12	12" PVC	100	LF
13	13" PVC	100	LF
14	14" PVC	100	LF
15	15" PVC	100	LF



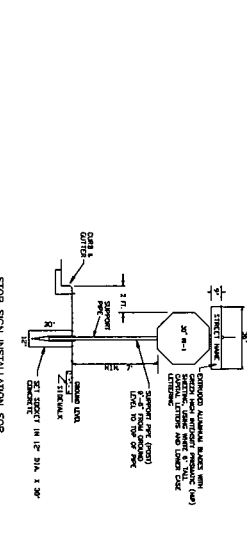
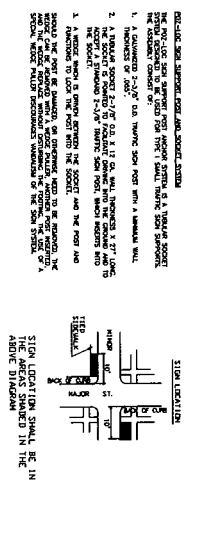
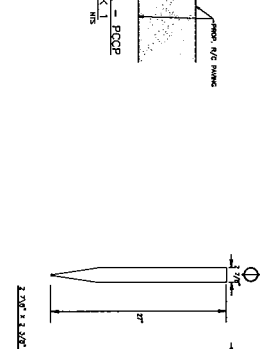
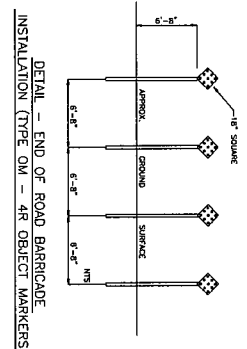
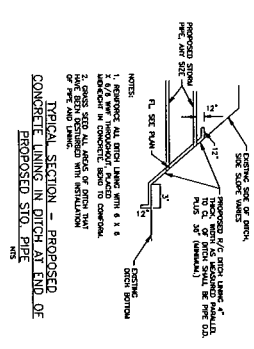
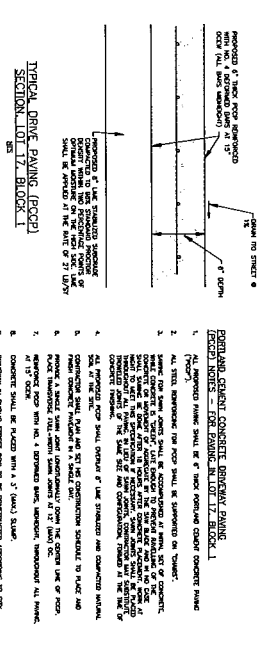
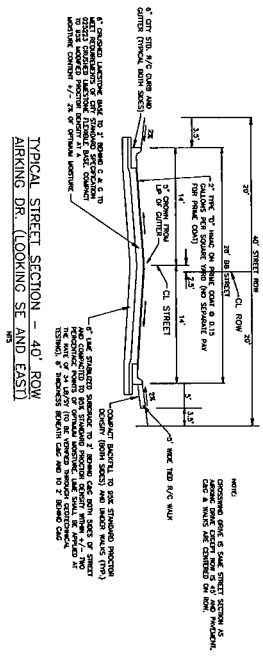
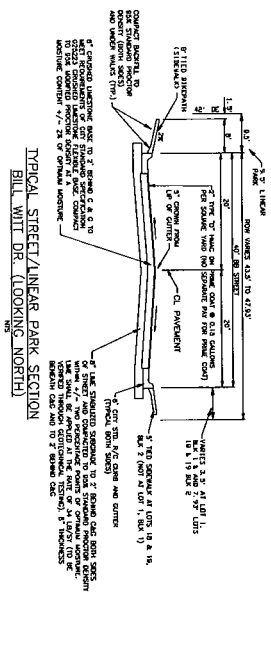
STORMWATER SCREENING FENCE
 ALL CITY STORMWATER SCREENING FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 1. THE FENCE SHALL BE A MINIMUM OF 4 FEET HIGH.
 2. THE FENCE SHALL BE MADE OF GALVANIZED STEEL.
 3. THE FENCE SHALL BE SET BACK FROM THE STREET BY A MINIMUM OF 5 FEET.
 4. THE FENCE SHALL BE MAINTAINED IN GOOD REPAIR AT ALL TIMES.

POLLUTION PREVENTION NOTES
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CORPUS CHRISTI.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE TEXAS DEPARTMENT OF TRANSPORTATION.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE TEXAS DEPARTMENT OF ENVIRONMENTAL QUALITY.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE TEXAS DEPARTMENT OF AGRICULTURE.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE TEXAS DEPARTMENT OF NATURAL RESOURCES.



PROJECT NO. 12345
 SHEET NO. 1 OF 1
 DATE: 12/12/2023
 DRAWN BY: J. SMITH
 CHECKED BY: P. MARTINEZ
 APPROVED BY: P. MARTINEZ
 TITLE: PROJECT ENGINEER
 FIRM: BASS & WELSH ENGINEERING
 1700 S. 10TH STREET, SUITE 100
 CORPUS CHRISTI, TEXAS 78401
 PHONE: (361) 555-1234
 FAX: (361) 555-5678
 EMAIL: info@bassandwelsh.com
 WEBSITE: www.bassandwelsh.com

Pablo G. Martinez, P.E., C.P.M.
 Digitally signed by Pablo G. Martinez, P.E., C.P.M.
 DN: cn=Pablo G. Martinez, P.E., C.P.M., o=Development Services, email=pablo@devservices.com, c=US
 Date: 2023.12.12 13:12:00 -0500



Pablo G. Martinez, P.E., C.P.M.
 Digitally signed by Pablo G. Martinez, P.E., C.P.M.
 DN: cn=Pablo G. Martinez, P.E., C.P.M., o=Development Services, email=PabloM@tccs.com, c=US
 Date: 2019.12.17 13:51:50 -0600

BASS AND WELSH ENGINEERING	DATE	12/17/19	SHEET NO.	OF 3
TX REGISTRATION NO. 25855	PROJECT	PUBLIC IMPROVEMENTS TO CROSSWIND ESTATES UNIT 2 PUD		
CORPUS CHRISTI, TEXAS	CLIENT	CORPUS CHRISTI, TEXAS		
STREET, BRIVIEW AND SIDEWALK DETAILS	DESIGNED BY	PABLO G. MARTINEZ		
	CHECKED BY	PABLO G. MARTINEZ		
	IN CHARGE	PABLO G. MARTINEZ		



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.

08005-PCE-
REIMBURSEMENT
01/30/20

CROSSWIND ESTATES UNIT 2
PRELIMINARY REIMBURSEMENT COST ESTIMATE - Bill Witt Dr.

DESCRIPTION		AMOUNT
1	BILL WITT DRIVE - LINEAR PARK PORTION (NW HALF)	84,602.10
2	BILL WITT DRIVE - SE HALF: OVERSIZED TO 40' BB STREET	70,599.65
3	BILL WITT DRIVE - SE HALF, 28' BB STREET	-50,971.25
	DIFFERENCE	19,628.40

TOTAL AMOUNT REIMBURSABLE BY CITY **\$104,230.50**

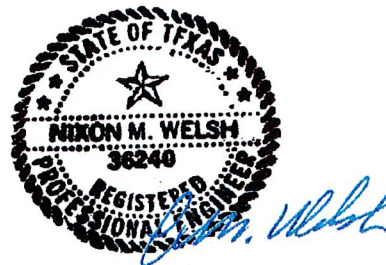


Exhibit 3

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.

08005-PCE-NW 40
01/30/20

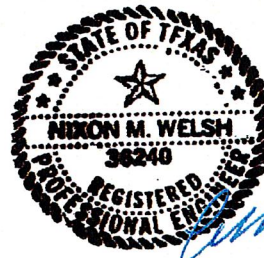
CROSSWIND ESTATES UNIT 2
PRELIMINARY COST ESTIMATE - Bill Witt Dr.
LINEAR PARK PORTION (NW HALF)

		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" HMA	818	SY	18.50	15,133.00
2	8" CRUSHED LIMESTONE BASE TO 2'BC	1002	SY	18.00	18,036.00
3	8" LIME STABILIZED SUBGRADE TO 2'BC	1002	SY	8.00	8,016.00
4	6" CURB & GUTTER	414	LF	14.00	\$5,796.00
5	4" THICK R/C BIKE PATH	3216	SF	5.00	16,080.00
6	EXCAVATION	1	LS	12,500.00	12,500.00
7	CLEARING & GRUBBING	1	LS	1,000.00	1,000.00
8	STREET SIGNS (50%)	1	LS	350.00	350.00

SUBTOTAL \$76,911.00

10% ENGINEERING, SURVEYING, & TESTING 7,691.10

TOTAL \$84,602.10



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.

08005-PCE-Bill Witt-
SE40
01/29/2020

CROSSWIND ESTATES UNIT 2
PRELIMINARY COST ESTIMATE
SE HALF OF BILL WITT DRIVE
OVERSIZED TO 40' STREET

ITEM DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" HMAC	805	SY	18.50	\$14,892.50
2	CURB & GUTTER	335	LF	14.00	4,690.00
3	4" THICK SIDEWALK	1169	SF	5.00	5,845.00
4	8" CRUSHED LIMESTONE BASE TO 2' BC	954	SY	18.00	17,172.00
5	8" LIME STABILIZED SUBGRADE TO 2' BC	954	SY	8.00	7,632.00
6	EXCAVATION	1	LS	12500.00	12,500.00
7	CLEARING & GRUBBING	1	LS	1000.00	1,000.00
8	STREET SIGNS (50%)	1	LS	450.00	450.00

SUBTOTAL \$64,181.50

10% ENGINEERING, SURVEYING, & TESTING 6,418.15

TOTAL \$70,599.65



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.

08005-PCE-Bill Witt-
SE28
01/30/2020

CROSSWIND ESTATES UNIT 2
PRELIMINARY COST ESTIMATE
SE HALF OF BILL WITT DRIVE
RESIDENTIAL STREET (28'BB), NO OVERSIZING

ITEM DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" HMAC	537	SY	18.50	\$9,934.50
2	CURB & GUTTER	406	LF	14.00	5,684.00
3	4" THICK SIDEWALK	1139	SF	5.00	5,695.00
4	6" CRUSHED LIMESTONE BASE TO 2' BC	717	SY	14.00	10,038.00
5	8" LIME STABILIZED SUBGRADE TO 2' BC	717	SY	8.00	5,736.00
6	EXCAVATION	1	LS	8000.00	8,000.00
7	CLEARING & GRUBBING	1	LS	800.00	800.00
8	STREET SIGNS (50%)	1	LS	450.00	450.00

SUBTOTAL \$46,337.50

10% ENGINEERING, SURVEYING, & TESTING 4,633.75

TOTAL \$50,971.25



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Survey Registration No. 100027-00
P.O. Box 6397
Corpus Christi, TX 78466-6397

3054 S. Alameda St.

08005-PCE-Bill Witt
01/30/2020

CROSSWIND ESTATES UNIT 2
PRELIMINARY COST ESTIMATE - BILL WITT DRIVE

BILL WITT DRIVE		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" HMAC	1623	SY	18.50	30,025.50
2	8" CRUSHED LIMESTONE BASE TO 2'BC	1956	SY	18.00	35,208.00
3	8" LIME STABILIZED SUBGRADE TO 2'BC	1956	SY	8.00	15,648.00
4	6" CURB & GUTTER	749	LF	14.00	\$10,486.00
5	4" THICK R/C BIKE PATH/WALK	4385	SF	5.00	21,925.00
6	EXCAVATION	1	LS	25,000.00	25,000.00
7	CLEARING & GRUBBING	1	LS	2,000.00	2,000.00
8	STREET SIGNS (50%)	1	LS	450.00	450.00

SUBTOTAL \$140,742.50

10% ENGINEERING, SURVEYING, & TESTING \$14,074.25

TOTAL \$154,816.75



EXHIBIT 4

INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL and WC if applicable. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000
POLLUTION LIABILITY (Including Cleanup and Remediation)	\$1,000,000 Per Incident Limit \$1,000,000 Aggregate

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

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

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

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

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

2019 Insurance Requirements

Development Services

Permit for Use of City Right of Way to Include Digging of 3' or More

01/09/2019 sw Risk Management



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: 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)

N/A

N/A

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

N/A

N/A

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

N/A

N/A

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

N/A

N/A

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: Mossa Mostaghasi

Title: Owner

(Print)

Signature of Certifying Person: _____

Date: 1-22-2020

Exhibit 5

K:\DEVELOPMENTS\VC\SHARED\LAND DEVELOPMENT\ORDINANCE ADMINISTRATION\APPLICATION FORMS\FORMS AS PER LEGAL\2012\DISCLOSURE OF INTERESTS STATEMENT.17.12.DOC

Exhibit 5

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.