

**DISTRIBUTION MAIN EXTENSION CONSTRUCTION  
AND REIMBURSEMENT AGREEMENT**

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

This Water Distribution Main Extension Construction and Reimbursement Agreement (“Agreement”) is entered into between the City of Corpus Christi (“City”), a Texas home-rule municipality, and Groomer (also known as Groomer’s) Seafood of San Antonio, Inc., (“Developer/Owner”), a Texas corporation company.

**WHEREAS**, the Developer/Owner, in compliance with the City’s Unified Development Code (“UDC”), has a administrative plat, approved by the Planning Commission on January 24, 2014 to develop a tract of land, to wit: approximately 0.596 acres known as Lot 2R, Block 78 Brooklyn Addition, located on the east side of State Highway 181, on the corner of East Causeway Boulevard and Treasure Avenue as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

**WHEREAS**, under the UDC, the Developer/Owner is responsible for construction of the distribution main extension (“Distribution Main Extension”);

**WHEREAS**, it is to the best interest of the City that the Distribution Main Extension be constructed to its ultimate capacity under the City’s applicable Master Plan;

**WHEREAS**, Section 8.5.1.C.2. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when certain funds become fully available in the Distributions Main Trust Fund and are appropriated by the City Council, or from other applicable funds otherwise authorized by City Council; and

**WHEREAS**, the Developer/Owner has submitted an application for reimbursement of the costs for installing the Distribution Main Extension, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

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

1. **REQUIRED CONSTRUCTION.** Developer/Owner shall construct the Distribution Main Extension in compliance with the City’s UDC, the City’s Infrastructure Design Manual, and all local, state and federal laws, codes and regulations, in accordance with the plans and specifications submitted to the City’s Development Services Department and reviewed and approved by the City’s Development Services Engineer.

2. **PLANS AND SPECIFICATIONS.**

a. Developer/Owner shall contract with a professional engineer registered and licensed in the State of Texas, acceptable to the City’s Development Services Engineer, to prepare and seal plans and specifications for the Distribution Main Extension, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the design in conformance with the City’s Infrastructure Design Manual as well as the following minimum requirements:

1. Install 367 linear feet of 8-inch PVC water distribution main line;
3. Installation of 367 linear feet of dewatering;
4. Tie-in at Existing Line in Street;
5. Traffic Control at Street Tie Ins;

b. The offsite Distribution Main Extension must begin at the existing 6-inch waterline on the southwest corner of Lots 1 & 2, Block 65, Brooklyn and extend east 367 feet and connect to existing 12-inch water valve.

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

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

e. Intent of Plans and Specifications:

1. The intent of the plans and specifications is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the plans, specifications, special provisions, proposal, and contract.
2. The Contractor shall do all work as provided in the plans, specifications, special provisions, proposal, contract, and any addendum issued, and shall do such additional extra work as may be considered necessary to complete the work in a satisfactory and acceptable manner.
3. The Contractor shall furnish all labor, tools, material, machinery, equipment and incidentals necessary for the prosecution of the work.

3. SITE IMPROVEMENTS. Prior to the start of construction of the Distribution Main Extension, the Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Distribution Main Extension.

4. PLATTING FEES. Developer/Owner shall pay to the City the required acreage fees and pro-rata fees as required by the UDC for the area of the Distribution Main Extension.

5. DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS. Developer/Owner shall award a contract and complete the Distribution Main Extension, under the approved plans and specifications, by **July 15, 2015**.

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

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

8. DEFAULT. The following events shall constitute default:

- a. Developer/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval of this Agreement by the City Council.
- b. Developer/Owner's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services and to the Development Services Engineer by the 60th calendar day after the date of approval of this Agreement by the City Council.
- c. Developer/Owner fails to award a contract for the construction of the Distribution Main Extension, according to the approved plans and specifications, by the 90th calendar day after the date of approval of this Agreement by the City Council.
- d. Developer/Owner's contractor does not reasonably pursue construction of the Distribution Main Extension under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the Distribution Main Extension, under the approved plans and specifications, on or before **July 15, 2015**.
- f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.
- g. Failure of the Developer/Owner to comply with Sections 13 or 14 of this Agreement.

9. NOTICE AND CURE.

- a. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.
- b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.
- c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
- d. Should the Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer/Owner, at the address stated in section 11, of the need to perform the obligation or duty and, should the Developer/Owner fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer/Owner by reducing the reimbursement amount due to the Developer/Owner.
- e. In the event of an uncured default by the Developer/Owner, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:
  - 1. Terminate this Agreement after the required notice and opportunity to cure the default;
  - 2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or

3. Perform any obligation or duty of the Developer/Owner under this Agreement and charge the cost of such performance to the Developer/Owner. The Developer/Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer/Owner receives notice of the cost of performance. In the event the Developer/Owner pays the City under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.

f. In the event of an uncured default by the City after the appropriate notice and Cure Period, the Developer/Owner has all its remedies at law or in equity for such default.

#### 10. FORCE MAJEURE.

a. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.

b. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within ten (10) business days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

#### 11. NOTICES.

a. Any notice or other communication required or permitted to be given under this Agreement must be given to the other party in writing at the following address:

1. If to the Developer/Owner:

Groomer Seafood of San Antonio, Inc.  
Attn: Richard Groomer  
9801 McCullough Avenue  
San Antonio, Texas 78216

2. If to the City:

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

with a copy to:

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

b. Notice must be made by United States Postal Service, First Class mail, certified, return receipt requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.

c. Either party may change the address for notices by giving notice of the change under the provisions of this section.

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

13.1. WARRANTY. Developer/Owner shall fully warranty the workmanship of and function of the Distribution Main Extension and the construction of the Distribution Main Extension for a period of one year from and after the date of acceptance of the facilities by the City.

13.2. Removal of Defective and Unauthorized Work:

- a) All work which has been rejected or condemned by the City must be repaired, or if it cannot be repaired satisfactorily, it must be removed and replaced at the Developer/Owner's sole expense.
- b) Defective materials must be immediately removed from the site of the work. Work not in conformance to the Plans and Specifications, work outside project scope, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices shall be done at the Contractor's risk, and considered unauthorized and not eligible for reimbursement.
- c) The work, at the option of the City Engineer or the City's Development Services Engineer, may be ordered removed at the Contractor's expense if not defective or not in conformance with the City's Infrastructure Design Manual, and other laws, codes and regulations.
- d) Upon failure of the Developer/Owner to repair satisfactorily or to remove and replace rejected, unauthorized, or condemned work or materials immediately after receiving notice from the City, the City will, after giving written notice to the Developer/Owner, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed, and to deduct the cost from any payment due or to become due the Developer/Owner.

14. REIMBURSEMENT.

a. Subject to the conditions for reimbursement from the City Developer Participation Funds and the appropriation of funds, the City will reimburse the Developer/Owner the reasonable actual cost of the Distribution Main Extension up to an amount not to exceed

**\$49,992.25** as shown in the attached **Exhibit 4**, the contents of such exhibit being incorporated by reference into this Agreement.

b. The City agrees to reimburse the Developer/Owner on a monthly basis upon invoicing for work performed. The reimbursement will be made within 30 days from the date of the invoice in accordance with state law. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.

c. To be eligible for reimbursement, the work must be completed in a good and workmanlike manner, in accordance with the approved plans and specifications, and in compliance with the City's Infrastructure Design Manual, and all other local, state and federal laws, codes and regulations, and must have been inspected and accepted by the City.

d. In the event that this Agreement is terminated by the City as a result of an uncured default by the Developer/Owner and at a time when there has been a partial completion and/or partial payment for the improvements, then the City shall only reimburse the Developer/Owner for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and accepted by the City up to the time that the uncured default occurred.

**15. INDEMNIFICATION. DEVELOPER/OWNER SHALL FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND AGENTS ("INDEMNITEES") FROM AND AGAINST ALL SUITS, CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, EXPENSES, LIABILITY, DAMAGES AND JUDGMENTS RECOVERED FROM OR ASSERTED AGAINST CITY FOR ANY AND ALL PROPERTY DAMAGE OR INJURIES SUSTAINED BY ANY PERSON, INCLUDING WITHOUT LIMITATION, WORKERS' COMPENSATION, PERSONAL INJURY OR DEATH, ARISING FROM OR INCIDENT TO, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE CONSTRUCTION OF THE DISTRIBUTION MAIN EXTENSION. THIS INDEMNIFICATION SPECIFICALLY INCLUDES CLAIMS BROUGHT BY DEVELOPER, OR DEVELOPER'S OWN EMPLOYEES, AGENTS OR REPRESENTATIVES. THIS INDEMNIFICATION SURVIVES TERMINATION OF THIS AGREEMENT.**

16. COVENANT RUNNING WITH THE LAND. This Agreement is a covenant running with the land, to wit: approximately 0.596 acres known as Lot 2R, Block 78 Brooklyn Addition, a subdivision in Corpus Christi, Nueces County, Texas, and must be recorded in the Official Public Records of Nueces County, Texas. The duties, rights, and obligations of the Agreement are binding on and inure to the benefit of the Developer/Owner's successors or assigns.

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

18. DISCLOSURE OF INTEREST. Developer/Owner agrees, in compliance with the City Ordinance No. 17110, to complete, as part of this Agreement, the Disclosure of Interest form attached to this Agreement as **Exhibit 5**.

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

20. **AUTHORITY.** The person signing this Agreement on behalf of each of the parties represents, warrants, and guarantees that they have authority to act on behalf of the party and make this Agreement binding and enforceable by their signature.

**EXECUTED IN ONE ORIGINAL** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

**CITY OF CORPUS CHRISTI**

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

\_\_\_\_\_  
Wes Pierson  
Assistant City Manager

**APPROVED AS TO FORM:** \_\_\_\_\_, 2014.

\_\_\_\_\_  
Julian Grant  
Assistant City Attorney  
for the City Attorney

**Groomer Seafood of San Antonio, Inc.**

By: \_\_\_\_\_  
Richard Groomer  
Vice President

**STATE OF TEXAS**                            §  
   §  
**COUNTY OF** \_\_\_\_\_                §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Richard Groomer, Vice President, Groomer Seafood of San Antonio, Inc., a Texas corporation, on behalf of said company.

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

**Groomer Seafood of San Antonio, Inc.,**

By: \_\_\_\_\_  
Michael Groomer  
Director

**STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §  
§

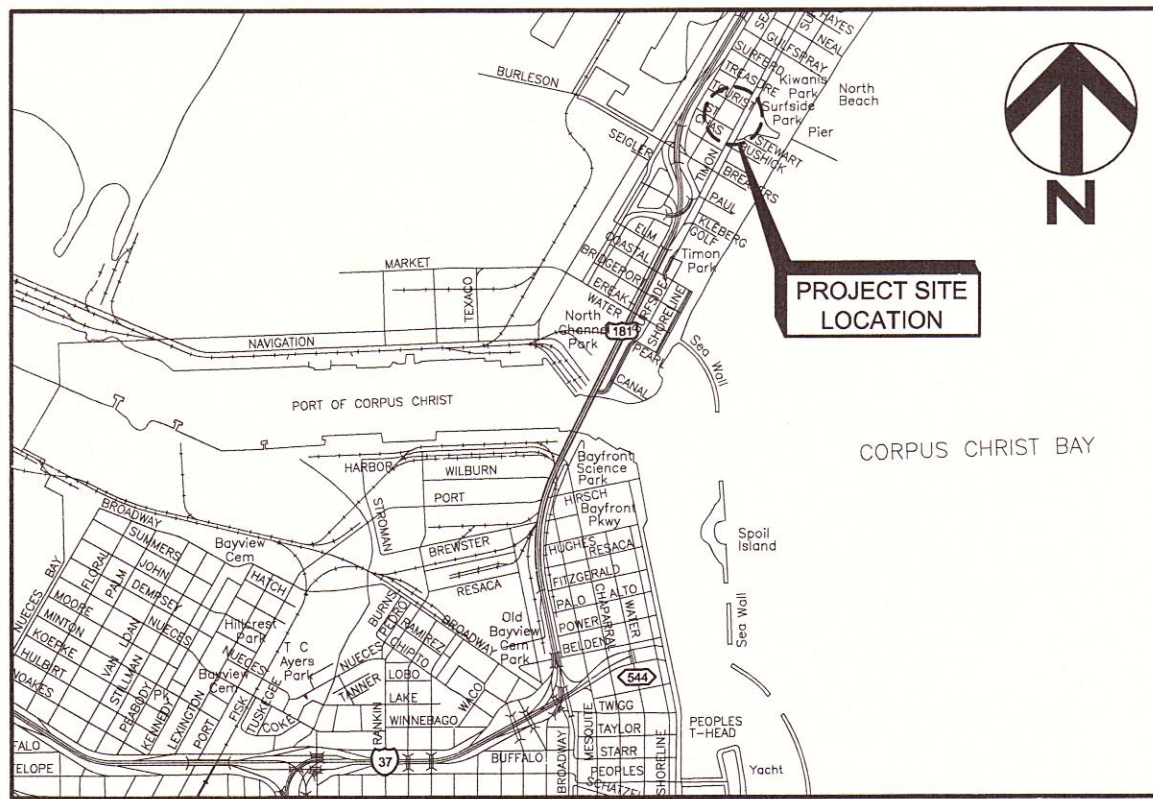
This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Michael Groomer, Director, Groomer Seafood of San Antonio, Inc., a Texas corporation, on behalf of said company.

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

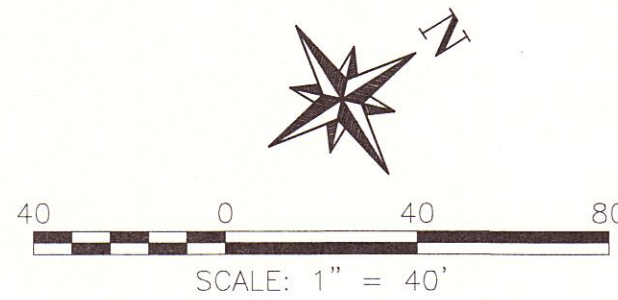
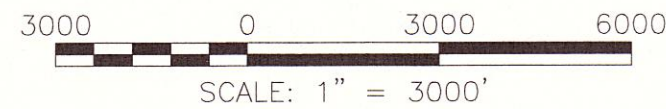


# BROOKLYN ADDITION BLOCK 78, LOT 2R

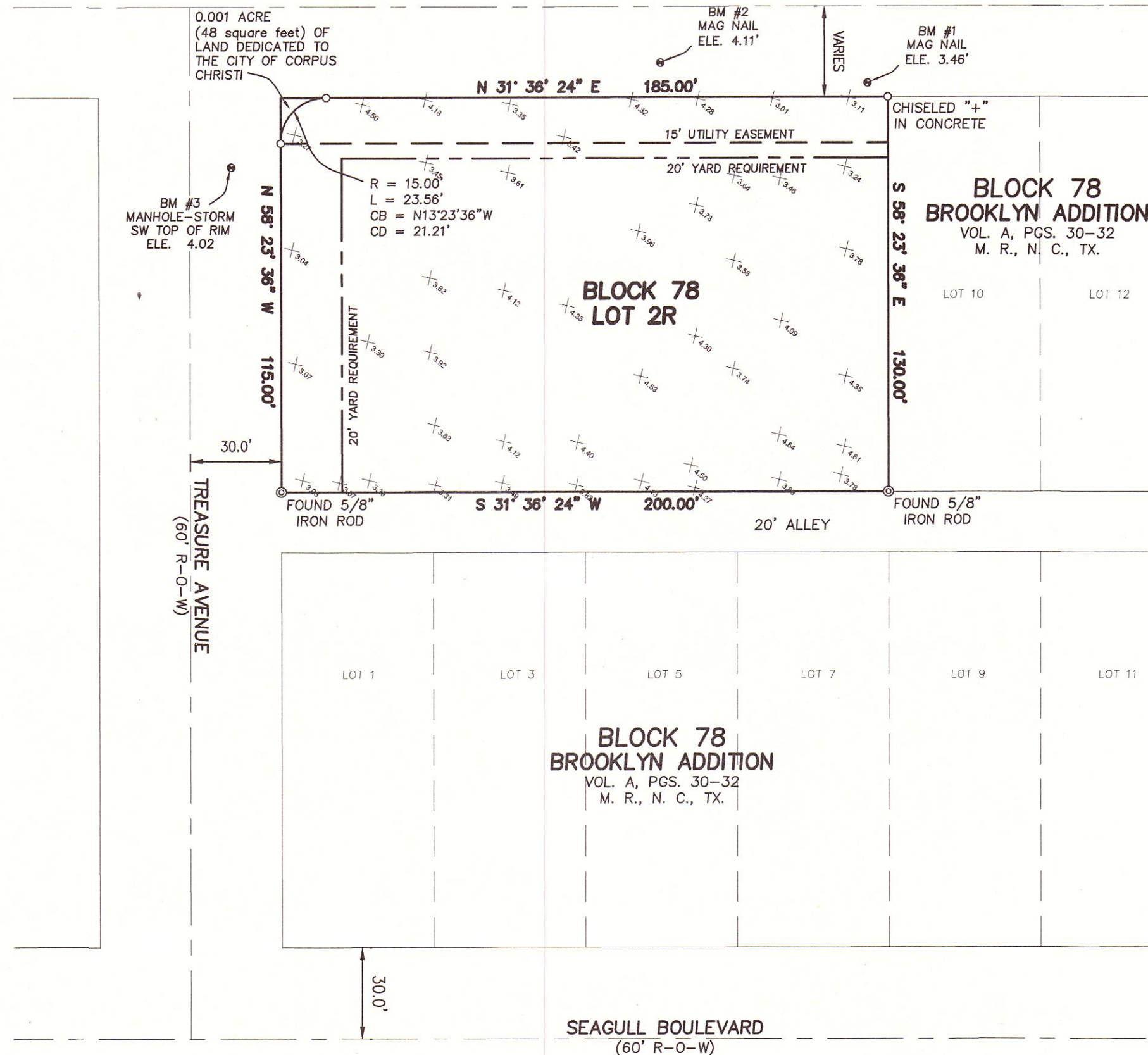
BEING A REPLAT OF A 0.596 ACRE TRACT OF LAND OUT OF LOTS 2,4,6 & 8, BLOCK 78 OF BROOKLYN ADDITION, AS SHOWN ON MAP RECORDED IN VOLUME A, PAGES 30-32 OF THE MAP AND PLAT RECORDS OF NUECES COUNTY, TEXAS.



VICINITY MAP



U. S. HIGHWAY 181 (ACCESS ROAD)  
EAST CAUSEWAY BOULEVARD



STATE OF TEXAS  
COUNTY OF NUECES

I, Diana T. Barrera, 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 said County in Volume \_\_\_\_\_, Page \_\_\_\_\_, Map Records.

Witness my hand and seal of the County Court, in and for said County, at office in Corpus Christi, Texas, the day and year last written.

No. \_\_\_\_\_ Filed for Record \_\_\_\_\_  
Diana T. Barrera, County Clerk  
Nueces County, Texas  
at \_\_\_\_ O'clock \_\_\_\_ M. \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF NUECES

I, Jesse Fuentes, a Registered Professional Land Surveyor for I. C. S., have prepared the foregoing map from a survey made on the ground under my direction and is true and correct to the best of my knowledge, information and belief; I have been engaged under contract to set all Lot and Block corners as shown herein and to complete such operations with due and reasonable diligence consistent with sound professional practice.

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Jesse Fuentes, R.P.L.S.  
Texas License No. 5988

STATE OF TEXAS  
COUNTY OF NUECES

Groomer Seafood of San Antonio, hereby certifies that it is the owner of the lands embraced within the boundaries of a 0.597 acre tract of land, including a 0.001 acre piece dedicated to the City of Corpus Christi, out of Block 78 of Brooklyn Addition, as shown on the foregoing plat; that it has had said lands surveyed and subdivided as shown; that streets shown are dedicated to public use forever; that easements as shown are dedicated to public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: Groomer Seafood of San Antonio

By: Michael Groomer

STATE OF TEXAS  
COUNTY OF NUECES

This instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_.

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

STATE OF TEXAS  
COUNTY OF NUECES

This final plat of the herein described property approved by the Department of Development Services of the City of Corpus Christi, Texas.

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Renee T. Couture, P.E.  
Development Services Engineer

STATE OF TEXAS  
COUNTY OF NUECES

This 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\_\_\_\_.

Mark E. Van Vleck, P.E., Secretary

Philip J. Ramirez, A.I.A., LEED AP  
Chairman

NOTES

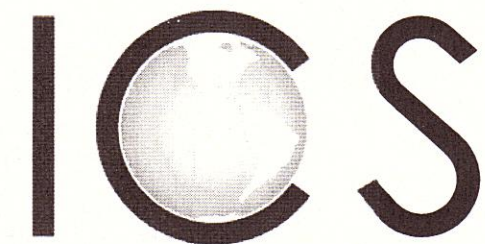
- Total platted area contains 0.596 acres of land, including 0.001 acres of land dedicated to the City of Corpus Christi.
- Bearings were determined from a GPS (RTK) Survey, Texas Coordinate System of 1983, South Zone and are adjusted to National Geodetic Survey Disk (Designation - Spoil Limit I, FID - AH1658).
- o - Set 5/8" iron rod with surveyor's cap stamped "ICS", unless otherwise noted.
- As scaled upon FIRM, Community Panel No. 485464 0159 C, Map Revised: July 18, 1985, the property described on this plat is located in Flood Zone "A-1B". Contact your local Floodplain Administrator for flood zone determination and base flood elevations.
- The receiving water for the storm water runoff from this property is the Nueces Bay. The TCEQ has classified the aquatic life use for the Nueces Bay as "exceptional" and "oyster waters". TCEQ also categorized the Nueces Bay as "contact recreation" use.
- The yard requirement, as depicted, is a requirement of the Unified Development Code and is subject to change as the zoning may change.

DATE: 11-21-2013

SCALE  
HORIZONTAL  
SCALE 1" = 40'  
VERTICAL SCALE  
N/A

	3.		DRAWN BY: RA
	2.		CHECK BY: JF
01/07/2014	1.	INCLUDED CITY COMMENTS	APPROVED BY: JF
DATE	NO.	DESCRIPTIONS	FILE: 20131017VG GPS
<b>REVISIONS</b>			

SHEET OF  
1 1



INTERNATIONAL CONSULTING SERVICES  
PHONE: 361.826.5805 827 NORTH TANCAHUA  
FAX: 361.826.5806 CORPUS CHRISTI, TX 78401

T.B.P.L.S. REGISTRATION #10193938



**APPLICATION FOR WATERLINE REIMBURSEMENT**

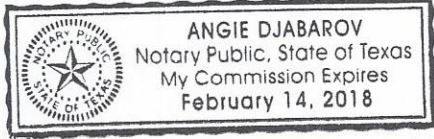
We, Groomer's Seafood of San Antonio, INC., a Texas Corporation, 9801 McCullough Avenue, San Antonio, Texas 78216, owners and developers of proposed Lot 2R, Block 78 of Brooklyn Addition, hereby request reimbursement of \$49,992.25 for the installation of the water distribution main, in conjunction with said lot, as provided for by City Ordinance No. 17092. \$80,277.12 is the construction cost, including 12% Engineering and Surveying, in excess of the lot/acreage fee, as shown by the cost supporting documents attached herewith.

[Signature]  
Richard Groomer, Vice President  
Groomer's Seafood of San Antonio, INC.

6-13-14  
Date

THE STATE OF TEXAS §  
COUNTY OF §

This instrument was acknowledged before me on June 13, 2013, by Richard Groomer (Name), Vice President (Title), of Groomer's Seafood of San Antonio, INC., a Texas Corporation, on behalf of the said corporation.

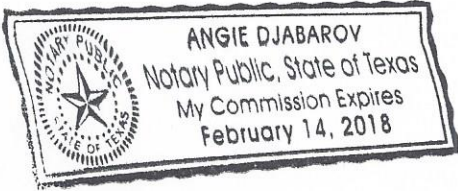


[Signature]  
Notary Public in and for the State of Texas

[Signature]  
Michael Groomer, Director  
Groomer's Seafood of San Antonio, INC. 6/13/14  
Date

THE STATE OF TEXAS §  
COUNTY OF §

This instrument was acknowledged before me on June 13, 2013, by Michael Groomer (Name), Director (Title), of Groomer's Seafood of San Antonio INC., a Texas Corporation, on behalf of the said corporation.



[Signature]  
Notary Public in and for the State of Texas

CERTIFICATION

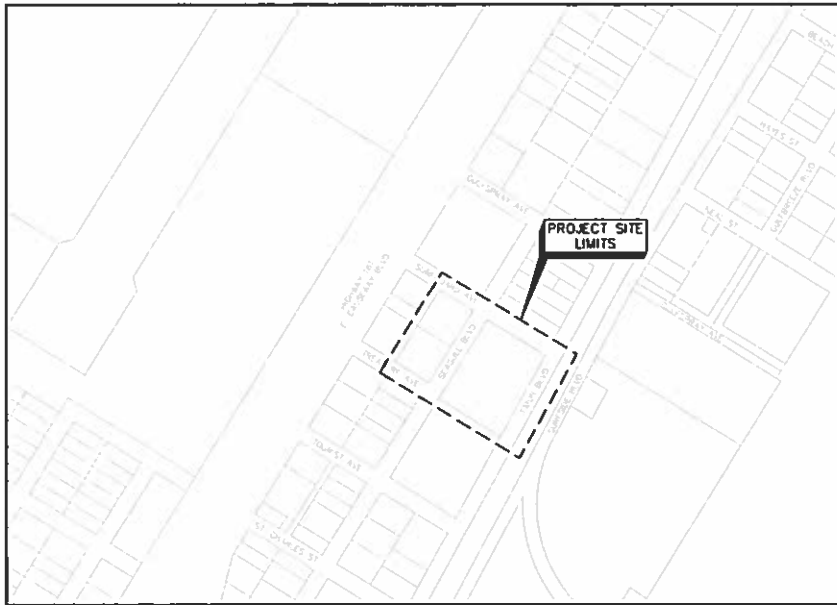
The information submitted with this application for reimbursement has been reviewed and determined to be correct. Reimbursement is subject to:

- (a) Sufficiency of funds in the FUND 4091-Water 2012B CIP (Rev Bds):
- (b) Appropriation and approval by the City Council.

\_\_\_\_\_  
Development Services Engineer

\_\_\_\_\_  
(Date)

MUEÑO ENGINEERING PROJECT: GROOMER SEAFOOD OFFSITE UTILITY IMPROVEMENTS (CORPUS CHRISTI, TEXAS) SHEET: C1 DATE: 10/20/2014





**LOCATION MAP**  
 NORTH SCALE: NTS

CALL BEFORE YOU DIG!



PARTICIPANTS REQUEST  
 48 HOURS NOTICE BEFORE YOU DIG,  
 DRILL OR BLAST - STOP AND CALL

Digitally signed by Antoni  
 Cantore  
 DN: cn=Antoni Cantore,  
 o=Development Services,  
 ou=City of Corpus Christi,  
 email=Antoni.Cantore@ccmex.com,  
 c=US  
 Date: 2014.04.11 00:40:05  
 -05'00'

  
**MUÑOZ ENGINEERING**  
 CIVIL · STRUCTURAL · MARINE  
 TOPOGRAPHIC SURVEYING  
 TYPE FORM No. F-12240



# GROOMER SEAFOOD

## OFFSITE UTILITY IMPROVEMENTS

### CORPUS CHRISTI, TEXAS

#### CIVIL SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
C1	COVER SHEET
C1.1	NOTES & LEGEND
C2	WATERLINE BASEMAP
C3	OFFSITE UTILITY PLAN
C4	WATER STANDARD DETAILS I
C5	WATER STANDARD DETAILS II

#### ESTIMATED QUANTITIES

ITEM	DESCRIPTION	UNIT	TOTAL QUANTITIES
1	8" PVC WATERLINE	LF	535
2	8" GATE VALVE W/COVER & BOX	EA	1
3	12"x8" TAPPING SADDLE	EA	1
4	8"x6" DI CROSS	EA	1
5	8"x6" DI REDUCER	EA	2
6	8" 90° DI BEND	EA	2
7	6" GATE VALVE W/COVER & BOX	EA	1
8	6"x6" DI TEE	EA	2
9	6"x2" DI REDUCER	EA	2
10	ASPHALT PAVEMENT REPAIR	SF	372
11	TYPE I FIRE HYDRANT ASSEMBLY	EA	1

NOTE:  
 • ALL QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY.

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	10/20/14	AC	ISSUED FOR PERMITS
2	10/20/14	AC	REVISED FOR PERMITS
3	10/20/14	AC	REVISED FOR PERMITS
4	10/20/14	AC	REVISED FOR PERMITS
5	10/20/14	AC	REVISED FOR PERMITS
6	10/20/14	AC	REVISED FOR PERMITS
7	10/20/14	AC	REVISED FOR PERMITS
8	10/20/14	AC	REVISED FOR PERMITS
9	10/20/14	AC	REVISED FOR PERMITS
10	10/20/14	AC	REVISED FOR PERMITS
11	10/20/14	AC	REVISED FOR PERMITS
12	10/20/14	AC	REVISED FOR PERMITS
13	10/20/14	AC	REVISED FOR PERMITS
14	10/20/14	AC	REVISED FOR PERMITS
15	10/20/14	AC	REVISED FOR PERMITS
16	10/20/14	AC	REVISED FOR PERMITS
17	10/20/14	AC	REVISED FOR PERMITS
18	10/20/14	AC	REVISED FOR PERMITS
19	10/20/14	AC	REVISED FOR PERMITS
20	10/20/14	AC	REVISED FOR PERMITS

Scale: 1/4" = 10'-0"  
 Date: 10/20/14  
 Author: AC  
 Checker: AC  
 Title: CIVIL ENGINEER  
 License No. 100348  
 State: TEXAS  
 Project: GROOMER SEAFOOD OFFSITE UTILITY IMPROVEMENTS  
 Location: CORPUS CHRISTI, TEXAS



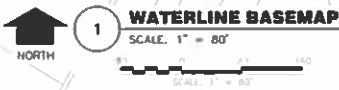
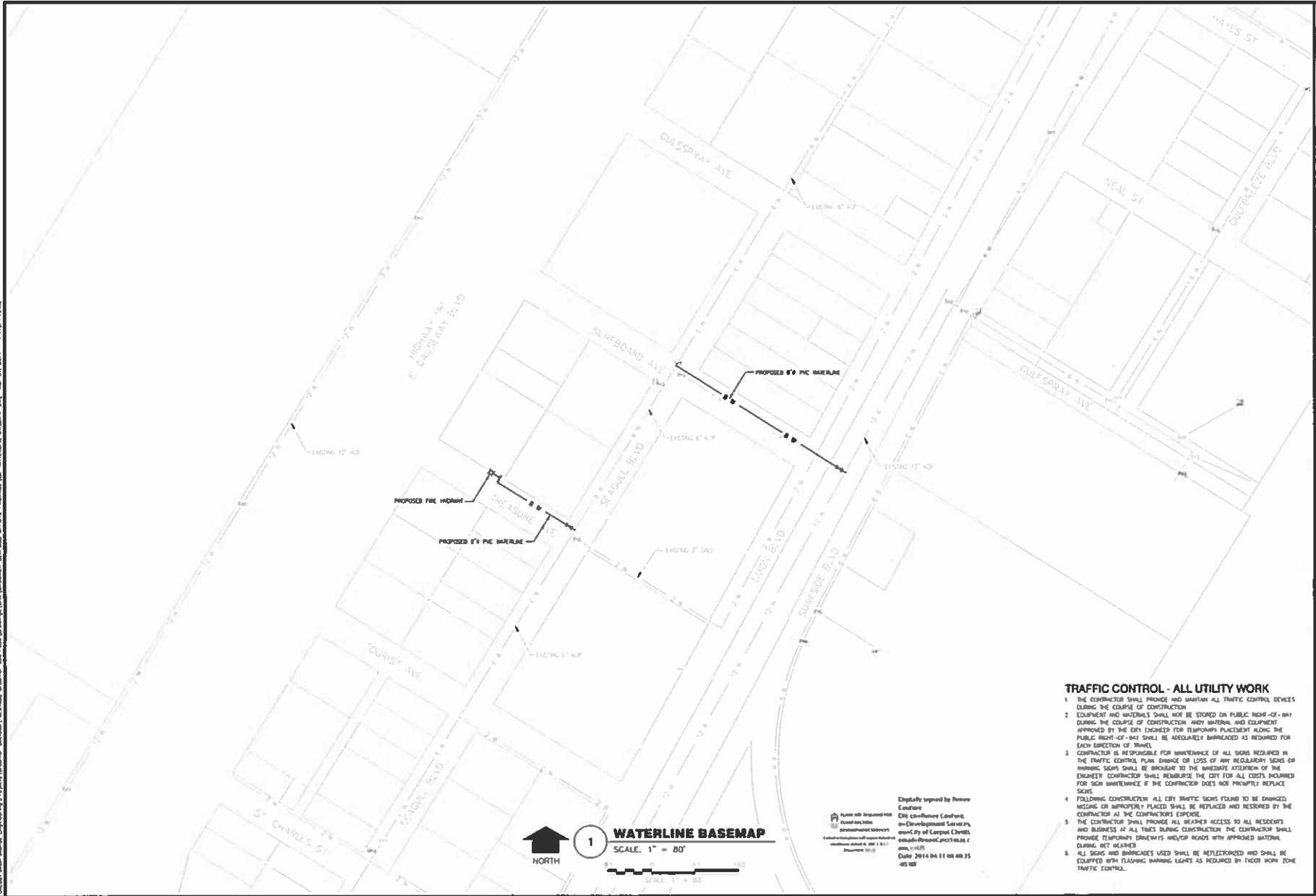
**GROOMER SEAFOOD**  
**OFFSITE UTILITY IMPROVEMENTS**  
 CORPUS CHRISTI, TEXAS  
**COVER SHEET**

JOB NO.  
 131.S1088  
**C1**





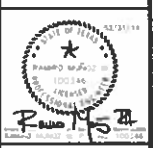
\\s01\GIS\Users\jpratt\Projects\Groomer Seafood\13152008 - Groomer Seafood\13152008 - OFFSITE UTILITY WATERLINE BASEMAP.dwg Apr 21, 2016 - 4:47pm rjw



Digitally signed by Review  
 Contents  
 Date: 2016.04.21 08:49:35  
 45100

REVISIONS		
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	04/21/16
2	ISSUED FOR CONSTRUCTION	04/21/16

**ME**  
**ADVANCED ENGINEERING**  
 PROFESSIONAL ENGINEERING  
 CORPORATION  
 3811 EAST 15TH  
 SUITE 200  
 CORPUS CHRISTI, TEXAS 78401  
 OCTOBER 30, 2013

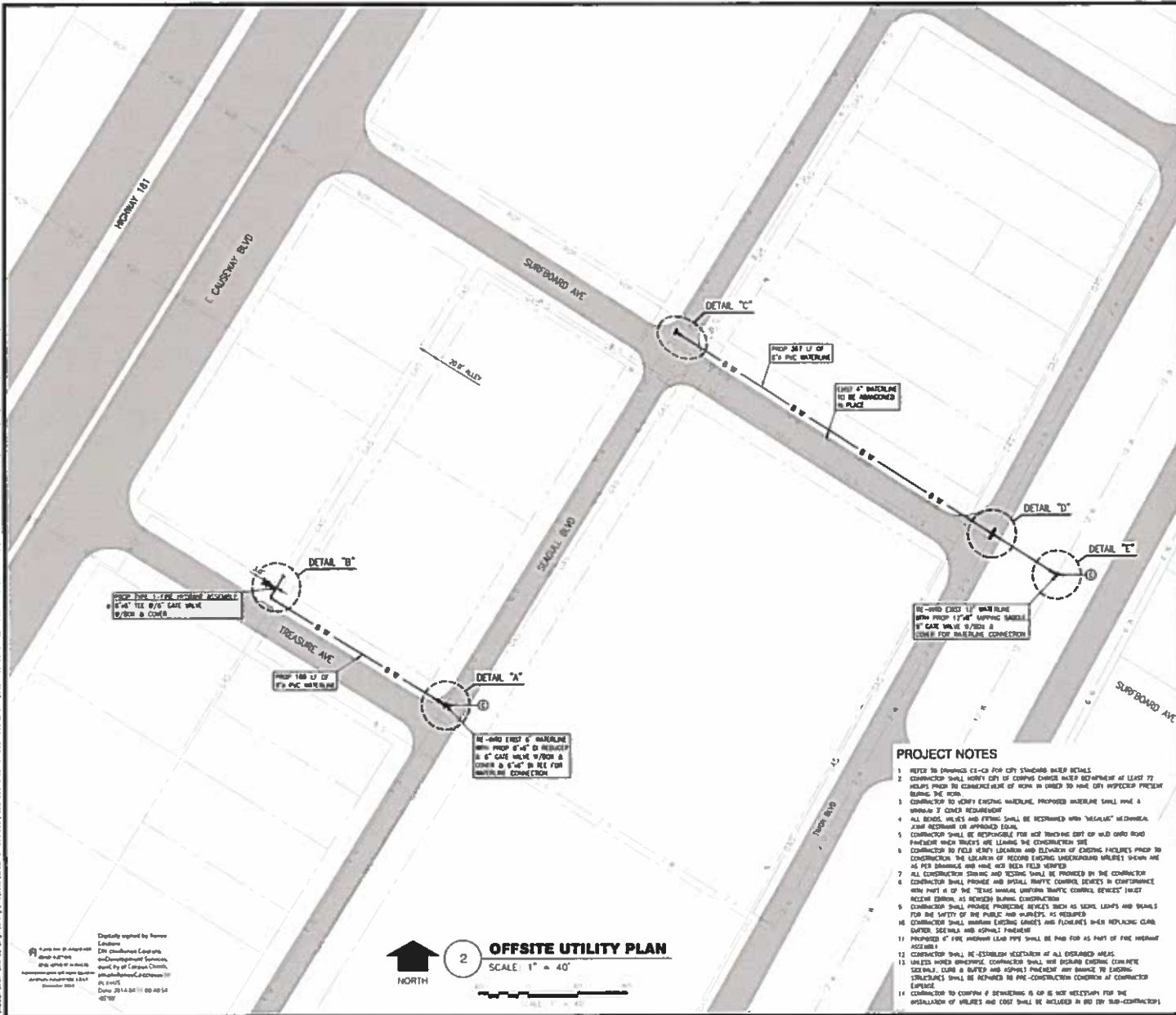


**GROOMER SEAFOOD  
 OFFSITE UTILITY IMPROVEMENTS  
 CORPUS CHRISTI, TEXAS  
 WATERLINE BASEMAP**

- TRAFFIC CONTROL - ALL UTILITY WORK**
1. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL TRAFFIC CONTROL DEVICES DURING THE COURSE OF CONSTRUCTION.
  2. EQUIPMENT AND MATERIALS SHALL NOT BE STORED ON PUBLIC RIGHT-OF-WAY DURING THE COURSE OF CONSTRUCTION ANDY MATERIAL AND EQUIPMENT APPROVED BY THE CITY EXCEPT FOR TEMPORARY PLACEMENT ALONG THE PUBLIC RIGHT-OF-WAY SHALL BE PROPERLY BARRICADED AS REQUIRED FOR EACH DIRECTION OF TRAVEL.
  3. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF ALL SIGNS REQUIRED IN THE TRAFFIC CONTROL PLAN. CHANGE OR LOSS OF ANY REGULATORY SIGN OR WARNING SIGN SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE DISTRICT ENGINEER. CONTRACTOR SHALL REIMBURSE THE CITY FOR ALL COSTS INCURRED FOR SIGN MAINTENANCE IF THE CONTRACTOR DOES NOT PROMPTLY REPLACE SIGNS.
  4. FOLLOWING CONSTRUCTION ALL CITY TRAFFIC SIGNS FOUND TO BE DAMAGED, MISSING OR IMPROPERLY PLACED SHALL BE REPLACED AND RESTORED BY THE CONTRACTOR AT THE CONTRACTORS EXPENSE.
  5. THE CONTRACTOR SHALL PROVIDE ALL WEATHER ACCESS TO ALL RESIDENTS AND BUSINESS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE TEMPORARY DRIVEWAYS AND/OR ROADS WITH APPROVED MATERIAL DURING WET WEATHER.
  6. ALL SIGNS AND BARRICADES USED SHALL BE REFLECTORIZED AND SHALL BE EQUIPPED WITH FLASHING WARNING LIGHTS AS REQUIRED BY TEXAS HIGHWAY TRAFFIC CONTROL.

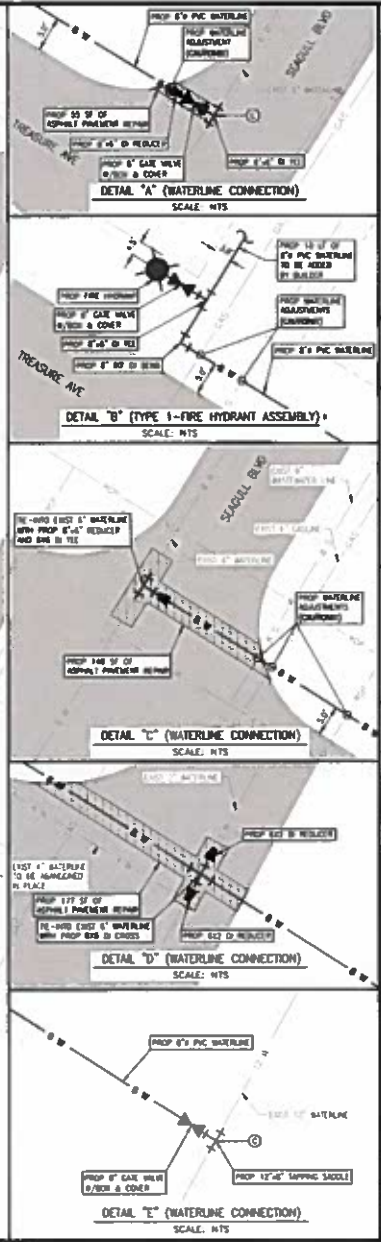
JOB NO:  
 13152008  
**C2**

Exhibit 3



**PROJECT NOTES**

1. REFER TO DRAWING C1-C4 FOR CITY STANDARD WATER DETAILS.
2. CONTRACTOR SHALL VERIFY CITY OF CORPUS CHRISTI BASED REQUIREMENT AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF WORK IN ORDER TO AVOID INTERFERE PREEXISTING UTILITY BELOW THE SOIL.
3. CONTRACTOR TO VERIFY EXISTING WATERLINE, PROPOSED WATERLINE SHALL HAVE A MINIMUM 2' COVER REQUIREMENT.
4. ALL BENDS, ELBOWS AND FITTINGS SHALL BE DESTROYED WITH "HIGHEST" TECHNIQUE. JOINT REQUIREMENT AS APPROVED LOCAL.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR NOT TRENCHING OUT OR HAD OVER ROAD PAVERMENTS WHICH TRENCHES ARE LEADING THE CONSTRUCTION SITE.
6. CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING FACILITIES PRIOR TO CONSTRUCTION. THE LOCATION OF EXISTING UNDERGROUND UTILITIES SHALL BE AS PER SURVEY AND FIELD AND FIELD FIELD VERIFIED.
7. ALL CONSTRUCTION STAKING AND TIEING SHALL BE PROVIDED BY THE CONTRACTOR.
8. CONTRACTOR SHALL PROVIDE AND INSTALL ROUTE CONTROL DEVICES IN CONFORMANCE WITH PART 4 OF THE TEXAS MANUAL UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) RECENT EDITION, AS BETWEEN BEING CONSTRUCTION.
9. CONTRACTOR SHALL PROVIDE PROTECTIVE DEVICES SUCH AS SIGNAL LIGHTS AND SHIELDS FOR THE SAFETY OF THE PUBLIC AND WORKERS, AS REQUIRED.
10. CONTRACTOR SHALL INSURE EXISTING GASETS AND FLOWERS WHEN REPLACING CLEAR OUTER, SEE SHEETS AND SPECIFICATIONS.
11. PROPOSED 6" FIRE INTERIOR LEAD PIPE SHALL BE PAID FOR AS PART OF FIRE INSURE POLICY.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXPOSED AREAS.
13. UNLESS NOTED OTHERWISE, CONTRACTOR SHALL USE EXISTING EXHIBIT (EXHIBIT) DETAILS, CLASS B WATER AND ASPHALT PRODUCTS AND FINISHES TO EXISTING (STRUCTURES) SHALL BE REQUIRED TO PRE-CONSTRUCTION CONDITION AT CONTRACTOR EXPENSE.
14. CONTRACTOR TO COMPLETE A DRAWING IS OR IS NOT NECESSARY FOR THE INSTALLATION OF UTILITIES AND COST SHALL BE INCLUDED IN BID BY SUB-CONTRACTOR.



**REVISIONS**

NO.	DATE	DESCRIPTION
1	02/11/24	REVISED FOR PERMITS
2	02/11/24	REVISED FOR PERMITS
3	02/11/24	REVISED FOR PERMITS
4	02/11/24	REVISED FOR PERMITS
5	02/11/24	REVISED FOR PERMITS
6	02/11/24	REVISED FOR PERMITS
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18	02/11/24	REVISED FOR PERMITS
19	02/11/24	REVISED FOR PERMITS
20	02/11/24	REVISED FOR PERMITS

DATE: 02/11/24  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 PROJECT NO: 131STD08  
 SHEET NO: C3

**GROOMER SEAFOOD  
OFFSITE UTILITY IMPROVEMENTS  
CORPUS CHRISTI, TEXAS**

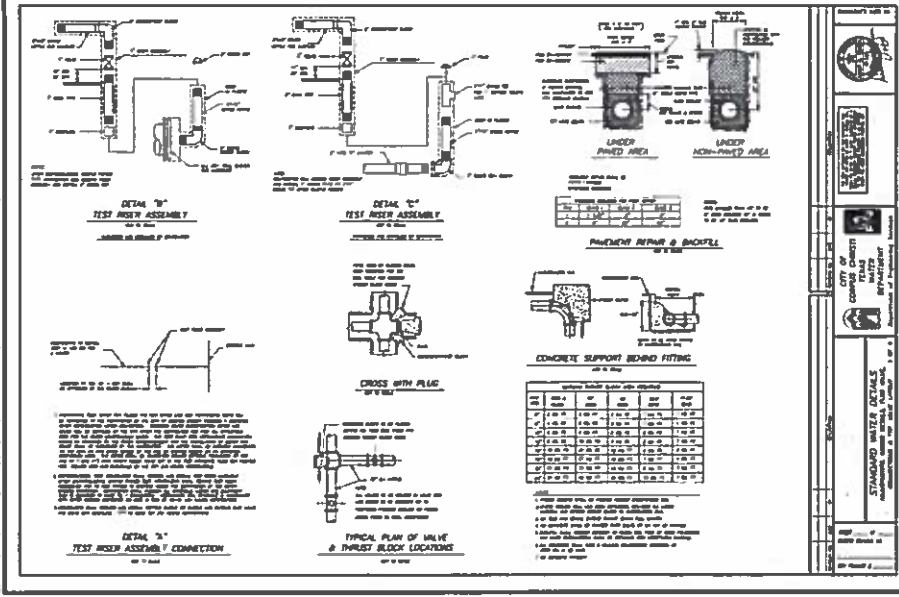
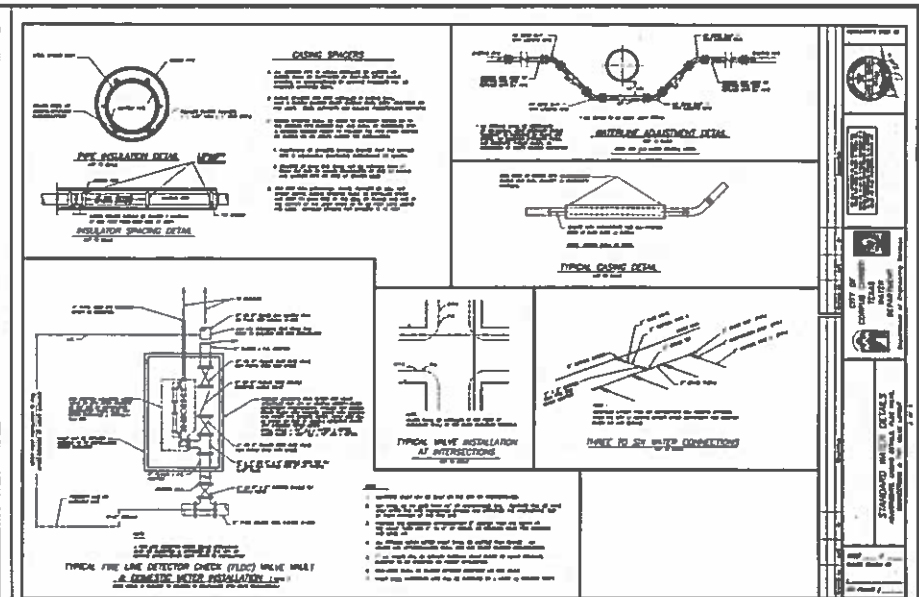
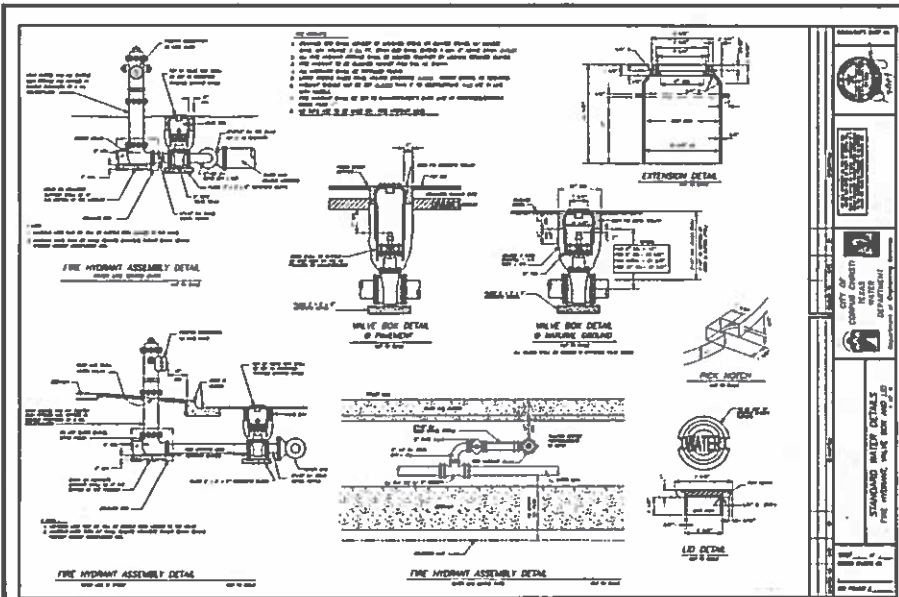
**OFFSITE UTILITY PLAN**

JOB NO:  
131STD08

**C3**

Exhibit 3

\\MEDCO\user\mca\c... Computer\Projects\Groomer Seafood\13LST08... Designer: See Field (Drawings) Date: 08/21/2013 Scale: 1/4" = 1'-0" Sheet: 13LST08



REVISIONS	
NO.	DATE
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2	08/21/2013
3	08/21/2013
4	08/21/2013
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29	08/21/2013
30	08/21/2013

STANDARD UTILITY DETAILS  
 OFFSITE UTILITY IMPROVEMENTS  
 CORPUS CHRISTI, TEXAS  
 WATER STANDARD DETAILS I

JOB NO. 13LST088  
 C4

Exhibit 3



**GROOMER SEAFOOD - BROOKLYN ADDITION : REQUIRED PUBLIC IMPROVEMENTS - OPTION F (ALT)  
OPINION OF PROBABLE CONSTRUCTION COST PLUS ELIGIBLE CITY REIMBURSEMENT**

<b>A. PLAT REQUIRED PUBLIC IMPROVEMENTS</b>					
Item	Description	Quantity	Unit	Unit Cost	AMOUNT
A1	Mobilization / Demobilization	1	LS	\$ 2,500.00	\$ 2,500.00
A2	Fire Hydrant Assembly	1	EA	\$ 7,500.00	\$ 7,500.00
A3	Install New Waterline (8" PVC)	560	LF	\$ 30.00	\$ 16,800.00
A4	Dewatering	560	LF	\$ 18.50	\$ 10,360.00
A5	Tie-in at Existing Line in Street	2	EA	\$ 6,250.00	\$ 12,500.00
A6	Traffic Control at Street Tie-Ins	4	DAY	\$ 1,750.00	\$ 7,000.00
A7	Temporary Construction Exit / Entrance	2	EA	\$ 750.00	\$ 1,500.00
A8	Sediment Control Fencing	560	LF	\$ 4.25	\$ 2,380.00
A9	Open Cut at Road (4 to 6 foot deep)	84	LF	\$ 55.00	\$ 4,620.00
				<b>PROJECT SUBTOTAL =</b>	\$ 65,160.00
				<b>10% CONTINGENCY =</b>	\$ 6,516.00
				<b>PROJECT TOTAL =</b>	\$ 71,676.00
<b>Engineering &amp; Design (12%)</b>					\$ 8,601.12
<b>TOTAL COST OF PUBLIC IMPROVEMENTS</b>					<b>\$ 80,277.12</b>

<b>B. CITY PARTICIPATION</b>					
<b>WATER SYSTEM PARTICIPATION (100% OFF-SITE REIMBURSEABLE)</b>					
Item	Description	Quantity	Unit	Unit Cost	AMOUNT
B1	Mobilization / Demobilization	Partial	LS	\$ 2,500.00	\$ 1,398.00
B2	Fire Hydrant Assembly	0	EA	\$ 7,500.00	\$ -
B3	Install New Waterline (8" PVC)	367	LF	\$ 30.00	\$ 11,010.00
B4	Dewatering	367	LF	\$ 18.50	\$ 6,789.50
B5	Tie-in at Existing Line in Street	2	EA	\$ 6,250.00	\$ 12,500.00
B6	Traffic Control at Street Tie-Ins	4	DAY	\$ 1,750.00	\$ 5,250.00
B7	Temporary Construction Exit / Entrance	2	EA	\$ 750.00	\$ 1,500.00
B8	Sediment Control Fencing	560	LF	\$ 4.25	\$ 2,380.00
B9	Open Cut at Road (4 to 6 foot deep)	84	EA	\$ 55.00	\$ 4,620.00
				<b>WATER SYSTEM OFF-SITE SUBTOTAL =</b>	\$ 45,447.50
				<b>10% CONTINGENCY =</b>	\$ 4,544.75
<b>Engineering &amp; Design (12%) (City Portion)</b>		0.0%	LS	\$ 8,601.12	\$ -
<b>Engineering &amp; Design (12%) (Owner Portion)</b>		100.0%	LS	\$ 8,601.12	\$ 8,601.12
<b>Site Survey (Utility Location) (Owner)</b>		2.0	LS	\$ 1,750.00	\$ 3,500.00
				<b>TOTAL OFF-SITE WATER SYSTEM IMPROVEMENTS COST =</b>	\$ 49,992.25
				<b>TOTAL OFF-SITE WATER SYSTEM CITY PARTICIPATION (100%) =</b>	<b>\$ 49,992.25</b>
<b>TOTAL CITY PARTICIPATION (WATER SYSTEM PARTICIPATION)</b>					<b>\$ 49,992.25</b>
<b>TOTAL DEVELOPER PARTICIPATION (WATER SYSTEM PARTICIPATION)</b>					<b>\$ 30,284.87</b>

**GROOMER SEAFOOD - BROOKLYN ADDITION: REQUIRED PUBLIC IMPROVEMENTS - OPTION F (ALT)  
 OPINION OF PROBABLE CONSTRUCTION COST PLUS ELIGIBLE CITY REIMBURSEMENT**

<b>CITY PARTICIPATION</b>					
<b>WATER SYSTEM PARTICIPATION (100% OFF-SITE REIMBURSEABLE)</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>AMOUNT</b>
<b>B1</b>	Mobilization / Demobilization	Partial	LS	\$ 2,500.00	\$ 1,398.00
<b>B2</b>	Fire Hydrant Assembly	0	EA	\$ 7,500.00	\$ -
<b>B3</b>	Install New Waterline (8" PVC)	367	LF	\$ 30.00	\$ 11,010.00
<b>B4</b>	Dewatering	367	LF	\$ 18.50	\$ 6,789.50
<b>B5</b>	Tie-in at Existing Line in Street	2	EA	\$ 6,250.00	\$ 12,500.00
<b>B6</b>	Traffic Control at Street Tie-Ins	4	DAY	\$ 1,750.00	\$ 5,250.00
<b>B7</b>	Temporary Construction Exit / Entrance	2	EA	\$ 750.00	\$ 1,500.00
<b>B8</b>	Sediment Control Fencing	560	LF	\$ 4.25	\$ 2,380.00
<b>B9</b>	Open Cut at Road (4 to 6 foot deep)	84	EA	\$ 55.00	\$ 4,620.00
<b>WATER SYSTEM OFF-SITE SUBTOTAL =</b>					<b>\$ 45,447.50</b>
<b>10% CONTINGENCY =</b>					<b>\$ 4,544.75</b>
<b>TOTAL OFF-SITE WATER SYSTEM CITY PARTICIPATION (100%) =</b>					<b>\$ 49,992.25</b>
<b>TOTAL CITY PARTICIPATION (WATER SYSTEM PARTICIPATION)</b>					<b>\$ 49,992.25</b>



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: Groomer's Seafood of San Antonio, Inc.  
 STREET: 9801 McPulough CITY: San Antonio ZIP: 78216  
 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)
_____	_____
_____	_____

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
_____	_____
_____	_____

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
_____	_____
_____	_____

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
_____	_____
_____	_____

**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: Richard Groomer Title: President  
 (Print)

Signature of Certifying Person: [Signature] Date: 6-13-14

## 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.



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: GROOMER of San Antonio Inc.  
 STREET: 9801 McCullough CITY: San Antonio TX ZIP: 78214  
 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>NONE</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>NONE</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>NONE</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>NONE</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: MICHAEL GROOMER Title: officer  
 (Print)

Signature of Certifying Person: Michael Groomer Date: 6/13/14

## DEFINITIONS

- a. "Board Member". A member of any board, commission or committee appointed by the City Council of the City of Corpus Christi, Texas.
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- 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.