

## 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 Alty Enterprises, Inc. ("Owner"), a Texas corporation, acting by and through its president.

**WHEREAS**, the Owner owns certain real property located in Corpus Christi, Nueces County, Texas, being 15.854 acres out of Lot 4, Section 25, 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 Greystone Subdivision Unit 4 ("Plat");

**WHEREAS**, as a condition of the Plat, the Owner is required to expand, extend, and construct Sydney Street from its existing terminus for a distance of approximately 576 feet to connect with the existing roadway on Rancho Las Brisas Unit 2 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 **\$86,559.82**.

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.

G. Owner shall submit standard construction contract documents to the City's Director of Engineering Services 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 one year from and after the date of acceptance of the improvements by the City's Director of Engineering Services.

**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 GREYSTONE SUBDIVISION UNIT 4 DURING THE PERIOD OF CONSTRUCTION, INCLUDING THE INJURY, LOSS, OR DAMAGE CAUSED BY THE CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES OR ANY OF THEM, REGARDLESS OF WHETHER THE INJURY, DAMAGE, LOSS, VIOLATION, EXERCISE OF RIGHTS, ACT, OR OMISSION IS CAUSED OR IS CLAIMED TO BE CAUSED BY THE CONTRIBUTING OR CONCURRENT NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, BUT NOT IF CAUSED BY THE SOLE NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY, AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES WHICH ARISE, OR ARE CLAIMED TO ARISE, OUT OF OR IN CONNECTION WITH THE ASSERTED OR RECOVERED INCIDENT. THIS INDEMNITY SURVIVES TERMINATION OF THIS AGREEMENT.**

K. **DEFAULT.** The following events shall constitute default:

1. Owner fails to submit plans and specifications for the Roadway Extension to the City's Director of Engineering Services 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:

Alty Enterprises, Inc.  
Attn: Louis Alty, President  
3801 Cassowary Court  
Corpus Christi, Texas 78414

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 4**.

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 June 10, 2015.

(EXECUTION PAGE FOLLOWS)

EXECUTED in triplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

CITY OF CORPUS CHRISTI

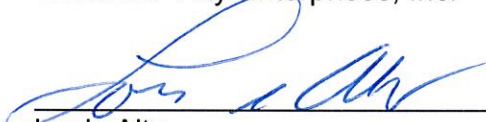
\_\_\_\_\_  
Armando Chapa  
City Secretary

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

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

\_\_\_\_\_  
Elizabeth Hundley  
Assistant City Attorney

OWNER: Alty Enterprises, Inc.

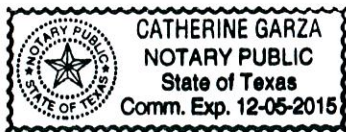
  
\_\_\_\_\_  
Louis Alty  
President

5-8-13  
\_\_\_\_\_  
Date

STATE OF TEXAS     §  
                                  §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on May 8th, 2013, by Louis Alty, President of Alty Enterprises, Inc., a Texas corporation, on behalf of said corporation.

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



State of Texas  
County of Nueces  
AMERICAN BANK, N.A., a National Association, hereby certifies that it holds a lien on the property described herein as shown on the map and plat of the subdivision and considerations thereon expressed.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

AMERICAN BANK, N.A.

By: JAMES T. PICKETT, Construction Lending Officer

State of Texas  
County of Nueces

This instrument was acknowledged before me by JAMES T. PICKETT, as Construction Lending Officer of AMERICAN BANK, N.A., a National Association, on behalf of said Bank.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public in and for the State of Texas

State of Texas  
County of Nueces  
ALTY ENTERPRISES, INC. hereby certifies that it is the owner of all of the property shown within the boundaries of the foregoing plat of Block 1 (Greystone Park); that it has had said lands surveyed and subdivided as shown; that said lands are dedicated to the public use forever; that easements as shown are dedicated to the 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: ALTY ENTERPRISES, INC.

By: LOUIS ALTY, President

State of Texas  
County of Nueces

This instrument was acknowledged before me by LOUIS ALTY, as President of ALTY ENTERPRISES, INC., on behalf of said corporation.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public in and for the State of Texas

State of Texas  
County of Nueces

THE CITY OF CORPUS CHRISTI, hereby certifies that it is the owner of Lot 22, Block 1 (Greystone Park), of the foregoing plat; that it has had said lands surveyed and subdivided as shown; that said lands are dedicated to the 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: THE CITY OF CORPUS CHRISTI

By: WESLEY S. PIERSON

State of Texas  
County of Nueces

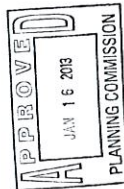
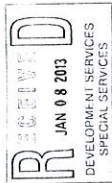
This instrument was acknowledged before me by WESLEY S. PIERSON, on behalf of THE CITY OF CORPUS CHRISTI.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public in and for the State of Texas

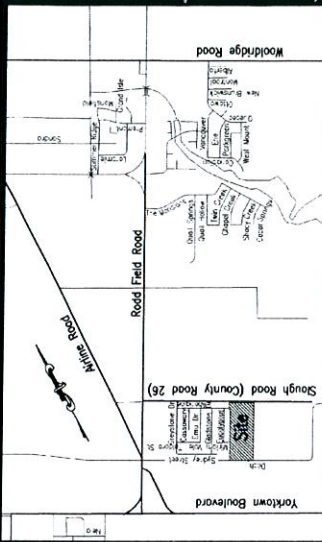
### Plat of Greystone Subdivision Unit 4

16.515 acres of land out of Lot 4, Section 25, Flour Bluff and Enchil Farm and Garden Tracts, a map of which is recorded in Volume 4, Pages 41-43, Map Records of Nueces County, Texas.



#### Notes:

- Total platted area contains 16.515 acres of land (includes park dedication).
- Set 5/8 inch iron rods with red plastic cap stamped "URBAN ENGR C.C. TX" at all lot corners, except where noted.
- The receiving water for the storm water runoff from this property is the Oso Bay. The TCEQ has classified the aquatic life use for the Oso Bay as "exceptional" and "oyster waters". The TCEQ also categorized the receiving water as "contact recreation" use.
- Bearings are based on the recorded plat of Greystone Subdivision Unit 3, a map of which is recorded in Volume 67, Pages 680-681, Map Records of Nueces County, Texas.
- By graphic plotting, only, this property is in Zones "B" and "C" on Flood Insurance Rate Map, Community Panel No. 485494 D501C, City of Corpus Christi, Texas, which bears an effective date of March 18, 1985 and is not in a Special Flood Hazard Area.
- No Driveway Access to be permitted along Slough Road.
- Contours shown are based on NGVD 29 datum.
- Alty Enterprises, Inc. is the owner of 15,854 acres of land. The City of Corpus Christi is the owner of 0.661 acres (28,796.83 square feet) of land.
- Greystone Park (Lot 22, Block 1) has been dedicated to the City by separate instrument (Document No. 2006037344, O.P.N.C.T.).



LOCATION MAP N.T.S.

State of Texas  
County of Nueces

I, Keith W. Wooley, a Registered Professional Land Surveyor for Urban Engineering, 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\_\_\_\_

Keith W. Wooley, R.P.L.S.  
Texas License No. 5463

State of Texas  
County of Nueces

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

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Charles F. Dibrel, III, 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 Viesik, P.E.  
Secretary  
Gownd Nadkarni, P.E., C.E., Chairman

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 publication was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_ M. in said County in Volume \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ 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 \_\_\_\_\_

at \_\_\_\_\_ O'clock \_\_\_\_\_ M.

By: \_\_\_\_\_ Deputy

Diana T. Barrera, County Clerk  
Nueces County, Texas



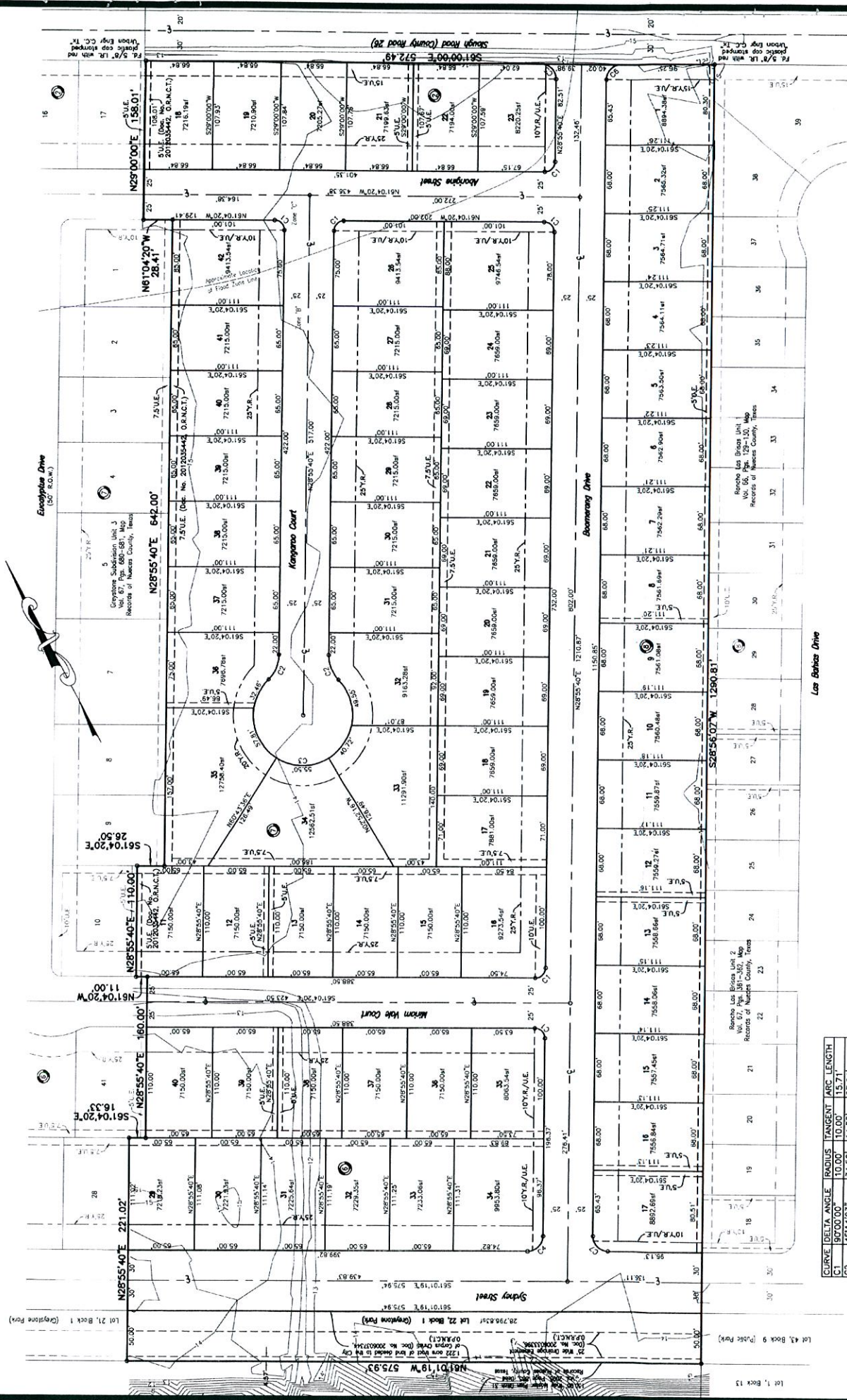
DATE: Sept. 30, 2012  
SCALE: 1"=80'  
JOB NO.: 39779.B2.02  
SHEET: 1 of 2  
DRAWN BY: XG



DATE: Sept. 30, 2012  
 SCALE: 1"=60'  
 JOB NO.: 39779.B2.02  
 SHEET: 2 of 2  
 DRAWN BY: XG

**Plat of  
 Greystone Subdivision Unit 4**

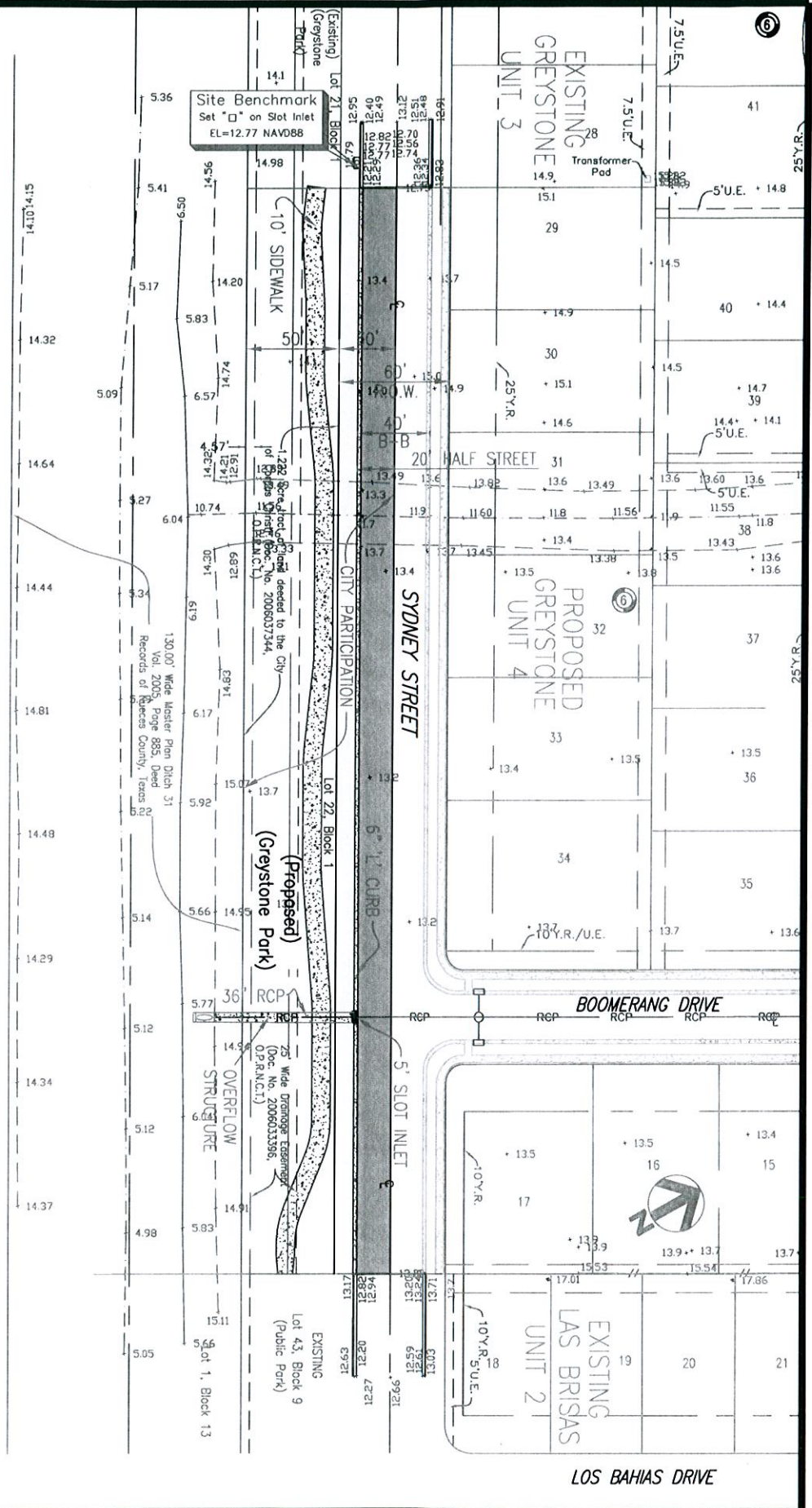
16.515 acres of land out of Lot 4, Section 25, Four Bluff and Enchal Farm and Carden Tracts, a map of which is recorded in Volume A, Pages 41-43, Map Records of Nueces County, Texas.



CURVE	DELTA ANGLE	RADIUS	TANGENT	ARC LENGTH
C1	90°00'00"	10.00'	10.00'	15.71'
C2	45°14'23"	34.50'	14.38'	27.24'
C3	27°28'46"	50.00'	49.58'	236.04'
C4	90°03'01"	15.00'	15.01'	23.58'
C5	89°55'40"	15.00'	14.98'	23.54'
C6	90°04'20"	15.00'	15.02'	23.58'
C7	89°56'59"	15.00'	14.99'	23.55'







GREYSTONE PARK UNIT 4  
PARK PARTICIPATION EXHIBIT  
EXHIBIT "A"

© COPYRIGHT URBAN ENGINEERING 2013



Form No. 149 2728 Standard 3d, Corpus Christi, TX 78404  
PHONE: (361) 654-3101 FAX: (361) 654-6001  
JOB NO. 397791.B2.00  
FEB. 1, 2013 MFH/crr  
SCALE: 1"=80'

Exhibit 2

Eng: Murf Hudson, P.E.  
 Client: Louis Altj  
 By: C.R.R.

Preliminary Cost Estimate  
 for  
**GREYSTONE FINAL UNIT 4**  
 16.86 ACRES - 67 LOTS

April 9, 2013  
 Job No. 39779.B2.01

ITEM	DESCRIPTION	QUAN. + 5%	UNIT	UNIT PRICE	TOTAL COST
<b>A. PAVING IMPROVEMENTS:</b>					
1	Clearing and Grubbing	17.35	AC	\$425.00	\$7,373.75
2	Excavation and Embankment	14,311	CY	\$6.12	\$87,583.32
3	2" HMAC Including Prime Coat	2,419	SY	\$14.75	\$35,680.25
4	1 1/2" HMAC Including Prime Coat	7,572	SY	\$13.00	\$98,436.00
5	6" Ty A, Gr 1 Crushed Limestone Base	9,991	SY	\$12.00	\$119,892.00
6	8" Lime Stabilized Subgrade	12,900	SY	\$6.00	\$77,400.00
7	6" 'L' Curb	6,492	LF	\$13.00	\$84,396.00
8	4' Concrete Sidewalk	24,234	SF	\$4.25	\$102,994.50
9	10' Concrete Hike and Bike Path	6,088	SF	\$4.50	\$27,396.00
10	5' Concrete Valley Gutter	256	SF	\$6.00	\$1,536.00
11	Street Sign	5	EA	\$565.00	\$2,825.00
12	Replace Existing Pavement	65	SY	\$35.00	\$2,275.00
				PAVING SUB-TOTAL:	\$647,787.82
<b>B. STORM SEWER IMPROVEMENTS:</b>					
1	36" RCP	400	LF	\$75.00	\$30,000.00
2	30" RCP	292	LF	\$56.00	\$16,352.00
3	24" RCP	15	LF	\$42.00	\$630.00
4	18" RCP	1,045	LF	\$34.00	\$35,530.00
5	15" RCP	233	LF	\$32.50	\$7,572.50
6	OSHA Trench Protection	1,985	LF	\$1.00	\$1,985.00
7	5' Slot Inlet	13	EA	\$2,750.00	\$35,750.00
8	Type 'B' Manhole	6	EA	\$3,785.00	\$22,710.00
9	80'x18" RCP w/3:1 S.E.T. Entrance Culvert	2	EA	\$1,975.00	\$3,950.00
10	Outfall Structure	1	EA	\$5,025.00	\$5,025.00
11	Post Inlet	1	EA	\$2,900.00	\$2,900.00
				STORM SEWER SUB-TOTAL:	\$162,404.50
<b>C. WATER IMPROVEMENTS:</b>					
1	8" PVC C-900	1,748	LF	\$27.00	\$47,196.00
2	6" PVC C-900	1,554	LF	\$20.50	\$31,857.00
3	2" Polyethylene SDR 9 Pipe	229	LF	\$14.50	\$3,320.50
4	8" Gate Valve and Box	3	EA	\$1,220.00	\$3,660.00
5	6" Gate Valve and Box	3	EA	\$890.00	\$2,670.00
6	2" Corporation Stop	2	EA	\$266.00	\$532.00
7	8" x 6" DI Tee	3	EA	\$415.00	\$1,245.00
8	6" DI Tee	1	EA	\$375.00	\$375.00
9	6" x 90 Degree DI Bend	1	EA	\$310.00	\$310.00
10	8" x 90 Degree DI Bend	1	EA	\$465.00	\$465.00
11	6" Cap w/2" Tap	1	EA	\$375.00	\$375.00
12	FH Assembly, Complete in Place	5	EA	\$2,875.00	\$14,375.00
13	Tie to Existing Water Line	5	EA	\$2,685.00	\$13,425.00
14	12" Tapping Saddle w/8" Tapping Gate Valve	1	EA	\$3,175.00	\$3,175.00
15	Pavement Repair	1	LS	\$2,350.00	\$2,350.00

Urban Engineering  
 2725 Swantner  
 Corpus Christi, TX 78404  
 1-361-854-3101

Eng: Murf Hudson, P.E.  
 Client: Louis Alty  
 By: C.R.R.

Preliminary Cost Estimate  
 for  
**GREYSTONE FINAL UNIT 4**  
 16.86 ACRES - 67 LOTS

April 9, 2013  
 Job No. 39779.B2.01

ITEM	DESCRIPTION	QUAN. + 5%	UNIT	UNIT PRICE	TOTAL COST
16	Long Double Service	17	EA	\$785.00	\$13,345.00
17	Long Single Service	6	EA	\$750.00	\$4,500.00
18	Short Double Service	9	EA	\$575.00	\$5,175.00
19	Short Single Service	4	EA	\$595.00	\$2,380.00
20	Waterline Deflection w/Bends	4	EA	\$1,975.00	\$7,900.00
WATER SUB-TOTAL:					\$158,630.50
<b>D. SANITARY SEWER IMPROVEMENTS:</b>					
1	12" PVC SDR 26 (8'-10' Cut)	98	LF	\$52.00	\$5,096.00
1	12" PVC SDR 26 (6'-8' Cut)	379	LF	\$46.00	\$17,434.00
2	10" PVC SDR 26 (6'-8' Cut)	570	LF	\$43.00	\$24,510.00
3	10" PVC SDR 26 (4'-6' Cut)	480	LF	\$38.00	\$18,240.00
4	8" PVC SDR 26 (8'-10' Cut)	43	LF	\$40.00	\$1,720.00
5	8" PVC SDR 26 (6'-8' Cut)	600	LF	\$33.00	\$19,800.00
6	8" PVC SDR 26 (4'-6' Cut)	611	LF	\$31.00	\$18,941.00
7	8" PVC SDR 26 (0'-4' Cut)	49	LF	\$29.00	\$1,421.00
8	Embedment	2,830	LF	\$7.00	\$19,810.00
9	OSHA Trench Protection	2,475	LF	\$1.00	\$2,475.00
10	4' Diameter Manhole (8'-10' Deep)	1	EA	\$4,750.00	\$4,750.00
11	4' Diameter Manhole (6'-8' Deep)	4	EA	\$4,500.00	\$18,000.00
12	4' Diameter Manhole (4'-6' Deep)	3	EA	\$4,250.00	\$12,750.00
13	Tie to Existing Sanitary Sewer Line	3	EA	\$550.00	\$1,650.00
14	Long Service	25	EA	\$640.00	\$16,000.00
15	Short Service	37	EA	\$525.00	\$19,425.00
SANITARY SEWER SUB-TOTAL:					\$202,022.00
<b>E. MISCELLANEOUS IMPROVEMENTS:</b>					
1	Stabilized Construction Entrance	1	LS	\$2,100.00	\$2,100.00
2	Silt Fence	630	LF	\$2.25	\$1,417.50
3	Electrical Conduit (Street Crossings)	263	LF	\$12.00	\$3,156.00
5	General Conditions, Bonds and Insurance	1	LS	\$7,500.00	\$7,500.00
MISCELLANEOUS SUB-TOTAL:					\$14,173.50
<b>TOTAL ESTIMATED IMPROVEMENTS COSTS:</b>					<b>\$1,185,018.32</b>

Urban Engineering  
 2725 Swantner  
 Corpus Christi, TX 78404  
 1-361-854-3101





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: Alty Enterprises Inc  
 STREET: 1945 Pear Bloss Rd CITY: CC ZIP: 78418  
 FIRM is:  Corporation  Partnership  Sole Owner  Association  Other

**DISCLOSURE QUESTIONS**

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

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

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

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

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

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

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

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

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

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Louis K Alty Title: President  
 (Print)

Signature of Certifying Person: [Signature] Date: 4-8-13

### 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.