

ORDINANCE AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AMENDMENT TO THE DISTRIBUTION MAIN EXTENSION CONSTRUCTION AND REIMBURSEMENT AGREEMENT (“AGREEMENT”) WITH PETERSON PROPERTIES, LTD., (“DEVELOPER”), FOR THE ADDITIONAL CONSTRUCTION COST OF A DISTRIBUTION MAIN LINE; AND APPROPRIATING \$64,035.73 FROM THE NO. 4030 DISTRIBUTION MAIN TRUST FUND TO REIMBURSE THE DEVELOPER IN ACCORDANCE WITH THE AMENDMENT TO THE ORIGINAL AGREEMENT

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

SECTION 1. The City Manager, or designee, is authorized to execute an amendment to the distribution main extension and construction and reimbursement agreement (“Agreement”), attached hereto, with Peterson Properties, Ltd., (“Developer”), for the additional construction cost of a distribution main line.

SECTION 2. Funding in the amount of \$64,035.73 is appropriated from the No. 4030 Distribution Main Trust Fund to reimburse the Developer for the construction of the water arterial transmission and grid main line improvements in accordance with the amendment to the Agreement.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2017, by the following vote:

Joe McComb	_____	Ben Molina	_____
Rudy Garza	_____	Lucy Rubio	_____
Paulette Guajardo	_____	Greg Smith	_____
Michael Hunter	_____	Carolyn Vaughn	_____
Debbie Lindsey-Opel	_____		

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, 2017, by the following vote:

Joe McComb	_____	Ben Molina	_____
Rudy Garza	_____	Lucy Rubio	_____
Paulette Guajardo	_____	Greg Smith	_____
Michael Hunter	_____	Carolyn Vaughn	_____
Debbie Lindsey-Opel	_____		

PASSED AND APPROVED on this the _____ day of _____, 2017.

ATTEST:

Rebecca Huerta
City Secretary

Joe McComb
Mayor

AMENDMENT TO THE DISTRIBUTION MAIN EXTENSION CONSTRUCTION AND REIMBURSEMENT AGREEMENT

This is an amendment to the Distribution Main Extension Construction and Reimbursement Agreement originally dated October 11, 2016, by and between: Peterson Properties, Ltd. and the City of Corpus Christi. This amendment is related to appropriating additional funds to the reimbursement amount.

The terms and conditions of the original agreement remain effective and in full force, except for the following changes:

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree to amend Article 15 Reimbursement to read as follows:

15. 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 \$83,194.73 (including \$19,159.00 previously paid) as shown in the attached Exhibit A, the contents of such exhibit being incorporated by reference into this Agreement.
- b. The City agrees to reimburse the Developer/Owner upon invoicing for work performed. The reimbursement will be made no later than 30 days from the execution of this amendment. 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.

EXECUTED by the PARTIED, both of which hereby represent that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the PARTIES.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

William J. Green, P.E.
Interim Director of Development Services

APPROVED AS TO FORM: _____, 2017

Buck Brice
Assistant City Attorney
for the City Attorney



June 6, 2017

ENGINEERING SERVICES

PO Box 9277
Corpus Christi
Texas 78469-9277

1201 Leopard Street
3rd Floor
Corpus Christi
Texas 78401

Phone 361-826-3500
Fax 361-826-3501
www.cctexas.com

Construction Inspection
4917 Holly Rd., Bldg. 5
Corpus Christi
Texas 78411
Phone 361-826-3555
Fax 361-826-3520

Mr. Murray F. Hudson, P.E.
Urban Engineering
2725 Swantner Drive
Corpus Christi, Texas 78404

Subject: West Point Crossing Waterline, Lots 1 & 2, Block 1 – Located south of State Highway 358 and west of Old Brownsville Road (Public Improvements – WATER)

Dear Mr. Hudson:

We have inspected the **Public Improvements – WATER** that were constructed at the above named site. In addition, we also have your certificate of completion and are satisfied that the work was completed in accordance with the plans and specifications approved by the city.

The contractor is held to a one-year warranty period of workmanship effective **June 1, 2017**. Date of acceptance was based on final approval notification from the Engineering Services, Construction Inspection Division.

The improvements are hereby accepted by the City of Corpus Christi for permanent maintenance and operation in accordance with current City policy.

Sincerely,

Ernesto De La Garza, P.E.

Construction Management Engineer for Engineering Services

EDLG/kc

CC: Development Services/Building Official
Development Services/Land Development
Capital Programs/Construction Inspection
Capital Programs/Design Stormwater
Operating Department/Director
Street Operating Department/Director
Traffic Operating Department/Director
Wastewater Operating Department/Director
Water Operating Department/Director

Mark Orozco

From: Ed Sanchez
Sent: Thursday, June 01, 2017 3:49 PM
To: Julio Dimas
Cc: Grace Solis; Mai Bernal; Annika Gunning; Gloria Garcia; Norman Walters; Danny Davila; Andy Leal Jr; Jesse Hernandez; Priscilla Ramirez; Priscilla Garza; Larry Fisher; Shelly Donahue; Kathleen Tower; Ultra Pena; Kene Sapenter; Gene Delauro; Beverly Priestley; Anthony Silvas (asilvas@nuecescad.net); Miguel Torres; Amy Elizondo; Kent Power; Ratna Pottumuthu; Jalal Saleh; Dana Espinal; Hilda Mihalco; Mark Orozco; Keren Costanzo; Laura Sheldon; Priscilla Gonzales; UtilitiesGIS; Jorge Leos; Bill Green; Ernesto De La Garza; Katherine Castle
Subject: West Point Crossing Waterline, Lot 1 and 2, Block 1

Good Afternoon Julio Dimas,

Construction Inspections Department recommends acceptance on the above reference subject as all requirements have been met per [UDC Section 8.1.12 Technical Requirements for Final Acceptance of Infrastructure Improvements.](#)

Please feel free to contact me at any time concerning this project.

Thanks,

Ed Sanchez

Engineering Associate
City of Corpus Christi
Engineering Services
4917 Holly Rd, Bldg 5 78411
Office: (361) 826-1738
Mobile: (361) 877-5103
Fax: (361) 826-3520
Email: EdSa@cctexas.com

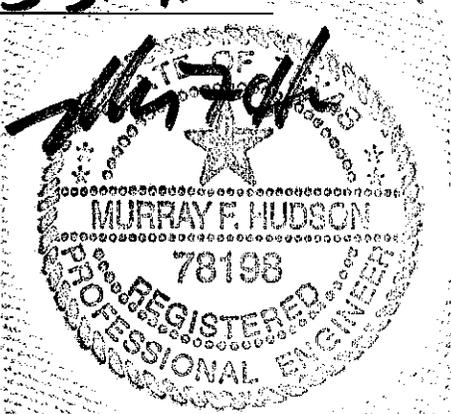
CERTIFICATE OF COMPLETION

I, Murray F. Hudson, P.E., certify that I am a Registered Professional Engineer, License No. 78198, in the State of Texas, and verify to the best of my knowledge and belief to the City of Corpus Christi that the waterline improvements required in connection with Westpoint Crossing Lots 1 & 2, Block 1 have been completed in accordance with the City ordinances and the plans and specifications approved by the City on May 19, 2017; that our survey crews provided construction staking for lines and grades; that the work is built correctly to the best of my knowledge and belief to the lines and grades approved in the plans; that the materials and workmanship comply, to the best of my knowledge and belief, with the approved plans and specifications; and that the plat has been filed for record with the County Clerk; all with no exceptions.

Record Drawings are attached in accordance with the Platting Ordinance. As authorized representative of the owners, I request that the City of Corpus Christi, in consideration of the completion of this work, accept these improvements and dedications and assume ownership and responsibility for future maintenance and operation.

Date: 3-31-17

(Seal)



M. F. Hudson
Signature

Urban Engineering
Firm Name

2527 Swantner Drive
Address

Corpus Christi, Texas 78404

(One executed copy to be submitted to Director of Engineering Services, P.O. Box 9277, Corpus Christi, Texas 78469)

STATE OF TEXAS §

COUNTY OF NUECES §

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned Affiant, who, being by me duly sworn, on oath stated:

My name is Murray Hudson, the Project Engineer of Urban Engineering. I am over the age of eighteen years of age, of sound mind, capable of making this Affidavit, and fully competent to testify to the matter state herein, and I have personal knowledge of each of the matters stated herein.

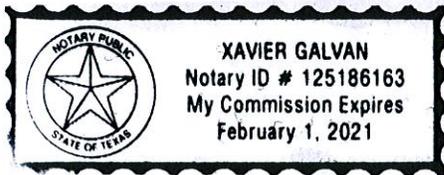
Reference the Westpoint Crossing lots 1 & 2, block 1 project, Urban Engineering has been paid in full by Peterson Development for all work associated with water and wastewater public improvements as of the 24th day of July, 2017.

Further Affiant saith not.

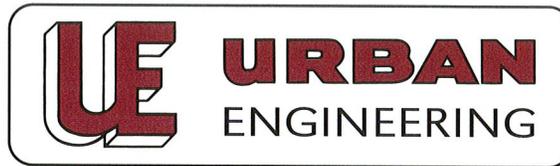
URBAN ENGINEERING

BY: [Signature]
Printed Name: Murray Hudson

SIGNED AND SWORN TO BEFORE ME on this the 24th day of July, 2017.



[Signature]
Notary Public, State of Texas



February 1, 2017

Annika Gunning Yankee
Sr. Project Manager
Development Services
A Business Support Services Department
2406 Leopard
Corpus Christi, Texas 78408

Subject: Westport Crossing Lots 1 & 2, Block 1 Water Improvements

Dear Annika,

Please find attached to date estimate of reimbursable improvements. Developer is requesting reimbursement in the amount of \$50,580.45 less previous reimbursement of \$0.00 equals total currently due \$50,580.45, for to date improvements constructed at subject project. Also attached is the current contractor payment request for your files. Please let me know if you have any questions. Below is developer information.

Peterson Properties, Ltd
5830 McArdle suite 201
Corpus Christi, TX 78412

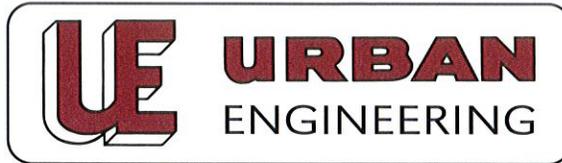
Sincerely,

URBAN ENGINEERING

Murray F. Hudson, P.E.

A handwritten signature in blue ink, appearing to read 'Murray F. Hudson', is positioned above the printed name.

encl/ph



June 05, 2017

Annika Gunning Yankee
Sr. Project Manager
Development Services
A Business Support Services Department
2406 Leopard
Corpus Christi, Texas 78408

— Subject: Westport Crossing Lots 1 & 2, Block 1 Water Improvements

Dear Annika,

Please find attached total construction cost of reimbursable improvements. Developer is requesting total reimbursement in the amount of \$87,334.73 less previous reimbursement of \$50,580.45 equals total currently due \$36,754.28, for final improvements constructed at subject project. Also attached is the current contractor payment request for your files. Please let me know if you have any questions. Below is developer information.

Peterson Properties, Ltd
5830 McArdle suite 201
Corpus Christi, TX 78412

Sincerely,

URBAN ENGINEERING

A handwritten signature in black ink, appearing to read 'Murray F. Hudson', is written over the printed name.

Murray F. Hudson, P.E.

encl/ph

**ADDITIONAL WATERLINE IMPROVEMENTS
 LOTS 1 and 2, BLOCK 1
 WESTPOINT CROSSING**

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL COST
A. ADDITIONAL WATER IMPROVEMENTS REQUIRED BY TxDOT:					
1	8" PVC C-900	330	LF	\$29.00	\$9,570.00
2	8" Gate Valve and Box	1	EA	\$1,300.00	\$1,300.00
3	Fire Hydrant Assembly Complete In-place	2	EA	\$3,600.00	\$7,200.00
4	8" Cap	1	EA	\$800.00	\$800.00
5	Approx. 110' Bore and Case	1	LS	\$30,000.00	\$30,000.00
				SUB-TOTAL:	\$48,870.00
B. ADDITIONAL IMPROVEMENTS REQUIRED BY FIRE DEPARTMENT FOR LOOPED TIE-IN:					
1	Exploratory Excavation and Repairs	1	LS	\$27,073.24	\$27,073.24
				SUB-TOTAL*:	\$27,073.24
	ESTIMATED CONSTRUCTION TOTAL:				\$75,943.24
	ENGINEERING, ADMINISTRATION AND SURVEYING @ 15%:				\$11,391.49
				SUB-TOTAL:	\$87,334.73
	TOTAL REIMBURSEMENT:				\$87,334.73
	LESS PREVIOUS REIMBURSEMENTS:				<u>\$50,580.45</u>
	NET TOTAL REIMBURSEMENT DUE:				\$36,754.28
* NOTES:					
1	Water acreage fees were paid in the amount of \$50,954.99 by the developer as part of the plat recordation. Therefore the total reimbursement is not net of acreage fee credit.				
2	Exploratory work was pursued per direction of City. After review of findings and meetings with staff the decision was made not make the tie-in to 16" line in TxDOT ROW. In lieu of this tie-in a temporary blow-off valve was installed at the end of the line and entire line was pressurized.				
3	Section B, item 1 of above is the time and material charges for the exploratory work, barricades, and restoration of pavement, C&G and sidewalk as required.				
4	The work necessary to pressurize, uncover fire hydrants and install blow-off valve is not reimbursable and is not included in above.				



Job No. 40706.B4.01

June 5, 2017

Peterson Development
Attn: Reagan Brown
5830 McArdle Rd., #201
Corpus Christi, TX 78412

Subject: West Point Crossing

Transmitted herewith is Pay Estimate #9 (Final) for work completed at the subject project. We recommend payment in the amount of \$79,024.38 to Max Underground Construction. If you have any questions, please call.

Sincerely,

URBAN ENGINEERING

A handwritten signature in black ink, appearing to read 'Murray F. Hudson'.

Murray F. Hudson, P.E.

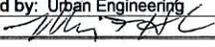
MFH/ph
Enclosures

xc: Max Underground Construction

MONTHLY PAY ESTIMATE

CONTRACTOR: MAX UNDERGROUND CONSTRUCTION LLC				DATE:	6/05/17	
P.O. Box 271106, Corpus Christi, TX 78427				ESTIMATE NO.:	9	
PROJECT: WEST POINT CROSSING SANITARY SEWER IMPROVEMENTS				JOB NO.:	40706.B4.01	
Item	Description	Quantity +		Total Work	Unit Price	Total Amount
		5%		Done to Date		
A. SANITARY SEWER IMPROVEMENTS						
1	General Conditions	1	LS	1	\$ 40,500.00	\$ 40,500.00
2	Mobilization	1	LS	1	\$ 35,000.00	\$ 35,000.00
3	Lift Station	1	LS	1	\$ 259,000.00	\$ 259,000.00
4	6" PVC Green C-900 Force Main (DR 25)	7040	LF	6795	\$ 28.50	\$ 193,657.50
5	6" D.I. 90 Degree Bend (M.J.)	1	EA	1	\$ 750.00	\$ 750.00
6	6" D.I. 45 Degree Bend (M.J.)	20	EA	20	\$ 675.00	\$ 13,500.00
7	6" D.I. 22 1/2 Degree Bend (M.J.)	3	EA	3	\$ 650.00	\$ 1,950.00
8	6" Plug	3	EA	3	\$ 2,000.00	\$ 6,000.00
9	Air Release Valve	3	EA	3	\$ 4,300.00	\$ 12,900.00
10	12" Steel Casing	44	LF	44	\$ 200.00	\$ 8,800.00
11	Asphalt Pavement Repair	75	SY	171	\$ 90.00	\$ 15,390.00
12	Tie to Proposed Force Main to Existing Sanitary Sewer Manhole	1	LS	1	\$ 6,000.00	\$ 6,000.00
13	Twin 30" RCP with S.E.T.	1	LS	1	\$ 4,500.00	\$ 4,500.00
14	7" Thick Concrete Driveway	900	SF	858	\$ 7.50	\$ 6,435.00
15	10" PVC Gravity Line (14'-16' Cut)	368	LF	351	\$ 85.00	\$ 29,835.00
16	10" PVC Gravity Line (12'-14' Cut)	683	LF	651	\$ 78.00	\$ 50,778.00
17	10" PVC Gravity Line (10'-12' Cut)	525	LF	500	\$ 55.00	\$ 27,500.00
18	8" PVC Gravity Line (10'-12' Cut)	158	LF	151	\$ 51.00	\$ 7,701.00
19	8" PVC Gravity Line (8'-10' Cut)	578	LF	551	\$ 44.00	\$ 24,244.00
20	8" PVC Gravity Line (5'-8' Cut)	532	LF	532	\$ 40.00	\$ 21,280.00
21	5' Dia. Drop Manhole (14'-16' Deep)	1	EA	1	\$ 13,850.00	\$ 13,850.00
22	4' Dia. Drop Manhole (12'-14' Deep)	2	EA	2	\$ 10,500.00	\$ 21,000.00
23	4' Dia. Drop Manhole (10'-12' Deep)	1	EA	1	\$ 10,000.00	\$ 10,000.00
24	4' Dia. Drop Manhole (8'-10' Deep)	1	EA	1	\$ 9,000.00	\$ 9,000.00
25	4' Dia. Drop Manhole (5'-8' Deep)	2	EA	2	\$ 8,500.00	\$ 17,000.00
26	2" HDPE Waterline by Open Cut	84	LF	350	\$ 20.00	\$ 7,000.00
27	2" HDPE Waterline by Boring	163	LF	163	\$ 30.00	\$ 4,890.00
28	Water Meter	1	EA	1	\$ 1,000.00	\$ 1,000.00
29	Tie Proposed 2" HDPE Waterline to Exist. Waterline	1	EA	1	\$ 2,000.00	\$ 2,000.00
30	Pollution Prevention Plan	1	LS	1	\$ 3,750.00	\$ 3,750.00
31	OSHA Trench Protection	2870	LF	2824	\$ 4.00	\$ 11,296.00
					TOTAL	\$ 866,506.50
B. WATER IMPROVEMENTS						
1	8" PVC C-900 CO#1	1535	LF	1655	\$ 27.00	\$ 44,685.00
1A	Bore under OBR	1	LS	1	\$ 30,000.00	\$ 30,000.00
2	8" Gate Valve & Box CO#1	4	EA	4	\$ 1,200.00	\$ 4,800.00
3	8" Ductile Iron Tee CO#1	1	EA	1	\$ 450.00	\$ 450.00
4	8" Ductile Iron Bends CO#1	4	EA	9	\$ 445.00	\$ 4,005.00
5	Fire Hydrant Assembly with Not-In Service Bags CO#1	4	EA	5	\$ 3,600.00	\$ 18,000.00
6	8" Cap CO#1	2	EA	2	\$ 800.00	\$ 1,600.00
7	16" x 8" Tapping Sleeve w/8" Tapping G.V. CO#1	1	LS	1	\$ 2,100.00	\$ 2,100.00
8	Tie to Existing Sleeve w/8" Tapping G.V. CO#1	1	LS	1	\$ 1,000.00	\$ 1,000.00
9	Pavement Repair (As Required) CO#1	1	LS	0	\$2,500.00	\$ -
10	Exploratory Excavation & Repairs	1	LS	1	\$27,073.24	\$ 27,073.24
11	Place riser, flush, test and remove block Sheathing on Fire Hydrants	1	LS	1	\$963.96	\$ 963.96
					TOTAL	\$ 134,677.20
C. MISCELLANEOUS ITEMS						
1	Storm Water Pollution Prevention Plan Items CO #1	1	LS	1	\$5,000.00	\$ 5,000.00
2	Traffic Control Plan & Items CO #1	1	LS	1	\$1,800.00	\$ 1,800.00
3	General Conditions CO #1	1	LS	1	\$3,100.00	\$ 3,100.00
4	Xylem Water Solutions Inv. 3556935790 & 3556936068	1	EA	1	\$2,497.00	\$ 2,497.00
					TOTAL	\$ 12,397.00
					TOTAL WORK TO DATE:	\$ 1,013,580.70

MONTHLY PAY ESTIMATE

CONTRACTOR: MAX UNDERGROUND CONSTRUCTION LLC			DATE:	6/05/17	
P.O. Box 271106, Corpus Christi, TX 78427			ESTIMATE NO.:	9	
PROJECT: WEST POINT CROSSING SANITARY SEWER IMPROVEMENTS			JOB NO.:	40706.B4.01	
Item	Description	Quantity +	Total Work	Unit Price	Total Amount
		5%	Done to Date		
			Original Contract:		\$ 863,929.00
			Change Order #1		\$ 79,975.00
			Change Order #2		\$ 2,497.00
			Revised Contract Amount		\$ 946,401.00
			Total Work to Date		\$ 1,013,580.70
			Less 0% Retainage		\$ -
			Amount Payable		\$ 1,013,580.70
			Less Previous Payments		\$ 934,556.33
			Total Amount Due this Estimate		\$ 79,024.38
Submitted by: Max Underground Construction LLC			Date:	6/01/17	
Approved by: Urban Engineering			Date:	6/05/17	
					

407068401

Estimate #9 — Final Including Retainage
 Contract Total Including Change Order: \$946,401.00

Description	Quantity +		Unit Price	Completed this Month	Completed to Date	Total Price
	5%	Unit				
A. Sanitary Sewer Improvements						
1 General Conditions	1	LS	\$40,500.00		100%	\$40,500.00
2 Mobilization	1	LS	\$35,000.00		100%	\$35,000.00
3 Lift Station	1	LS	\$259,000.00		100.0%	\$259,000.00
4 6" PVC GREEN C-900 Force Main (DR 25)	7,040	LF	\$28.50		6,795	\$193,657.50
5 6" D.I. 90 Degree Bend (MJ)	1	EA	\$750.00		1	\$750.00
6 6" D.I. 45 Deg Bend (MJ)	20	EA	\$675.00		20	\$13,500.00
7 6" D.I. 22-1/2 Deg Bend (MJ)	3	EA	\$650.00		3	\$1,950.00
8 6" Plug Valve	3	EA	\$2,000.00		3	\$6,000.00
9 Air Release Valve	3	EA	\$4,300.00		3	\$12,900.00
10 12" Steel Casing	44	LF	\$200.00		44	\$8,800.00
11 Asphalt Pavement Repair**	75	SY	\$90.00		171	\$15,390.00
12 Tie Force Main to Existing SS Manhole	1	LS	\$6,000.00		1	\$6,000.00
13 Twin 30" RCP with SET	1	LS	\$4,500.00		1	\$4,500.00
14 7" Thick Concrete Driveway	900	SF	\$7.50		858	\$6,435.00
15 10" PVC Gravity Line (14'-16' Cut)	368	LF	\$85.00		351	\$29,835.00
16 10" PVC Gravity Line (12'-14' Cut)	683	LF	\$78.00		651	\$50,778.00
17 10" PVC Gravity Line (10'-12' Cut)	525	LF	\$55.00		500	\$27,500.00
18 8" PVC Gravity Line (10'-12' Cut)	158	LF	\$51.00		151	\$7,701.00
19 8" PVC Gravity Line (8'-10' Cut)	578	LF	\$44.00		551	\$24,244.00
20 8" PVC Gravity Line (5'-8' Cut)*	458	LF	\$40.00		532	\$21,280.00
21 5' Dia Manhole (14'-16' Depth)	1	EA	\$13,850.00		1	\$13,850.00
22 4' Dia Manhole (12' -14' Depth)	2	EA	\$10,500.00		2	\$21,000.00
23 4' Dia Manhole (10' -12' Depth)	1	EA	\$10,000.00		1	\$10,000.00
24 4' Dia Manhole (8' -10' Depth)	1	EA	\$9,000.00		1	\$9,000.00
25 4' Dia Manhole (5' -8' Depth)	2	EA	\$8,500.00		2	\$17,000.00
26 2' HDPE Waterline by Open Cut***	84	LF	\$20.00		350	\$7,000.00
27 2' HDPE Waterline by Boring	163	LF	\$30.00		163	\$4,890.00
28 Water Meter	1	LS	\$1,000.00		1	\$1,000.00
Tie Proposed 2" HDPE Waterline to						
29 Existing Waterline	1	LS	\$2,000.00		1	\$2,000.00
30 Pollution Prevention Plan	1	LS	\$3,750.00		100%	\$3,750.00
31 OSHA Trench Safety**	2,870	LF	\$4.00		2,824	\$11,296.00
						Sub-total Part A Sanitary Sewer \$866,506.50
*Line A extended through field change July 21, 2016						
**Tie In point changed at Bush/Hendricks; depth of FM necessitated use of trench box and additional patching required						
***Bored crossing moved to tie in to existing waterline; extended length of pipe that was open cut						
B. Water Improvements						
1 8" PVC C-900	1,535	LF	\$27.00		1,655	\$44,685.00
1A Bore under OBR	1	LS	\$30,000.00		1	\$30,000.00
2 8" Gate Valve and Box	4	EA	\$1,200.00		4	\$4,800.00
3 8" Ductile Iron Tee	1	EA	\$450.00		1	\$450.00
4 8" Ductile Iron Bend	4	EA	\$445.00		9	\$4,005.00
5 Fire Hydrant Assembly w/NIS Bags	4	EA	\$3,600.00		5	\$18,000.00
6 8" Cap	2	EA	\$800.00		2	\$1,600.00
7 16" x 8" Tapping Sleeve w/8" Tapping GV	1	LS	\$2,100.00		1	\$2,100.00
8 Tie to Existing Waterline	1	LS	\$1,000.00		1	\$1,000.00
9 Pavement Repair (as required)	1	LS	\$2,500.00			\$0.00
Exploratory excavation and repairs (breakdown attached)						
10 Place riser, flush, test, and remove black sheathing on fire hydrants	1	LS	\$27,073.24		1	\$27,073.24
						Sub-total Part B Waterline \$134,677.20
C. Miscellaneous Improvements						
Storm Water Pollution Prevention (waterline only)						
1 Traffic Control Plan (waterline only)	1	LS	\$5,000.00		1	\$5,000.00
2 General Conditions (waterline only)	1	LS	\$1,800.00		1	\$1,800.00
3 Xylem Water Solutions (per invoices)	1	LS	\$3,100.00		100%	\$3,100.00
						Sub-Total Part C Miscellaneous \$2,497.00

TOTAL ESTIMATED IMPROVEMENTS COSTS:	\$1,013,580.70
Less 10% Retainage:	\$0.00
Amount Payable:	\$1,013,580.70
Less Previous Amounts Paid and/or Billed:	\$934,556.32
Net Due from This Estimate:	\$79,024.38

West Point Crossing
Extra cost breakdown-Waterline

FRIDAY, 4/21			
MET WATER DEPT. ON SITE TO IDENTIFY LOCATION OF EXISTING 16" WATERLINE			
MONDAY, 4/24			
MOVED TO THE JOB SITE			
HBS SET BARRICADES			
MET TXDOT ON SITE			
TUESDAY, 4/25			
REMOVED SIDEWALK			
BEGAN HYDROEXCAVATING IN THE GRASSY AREA AT THE CORNER			
CONTINUED HYDROEXCAVATING INTO PAVEMENT			
WEDNESDAY, 4/26			
CONTINUED WORK IN THE PAVEMENT			
MOVED PAVEMENT BREAKER TO THE JOB			
WEDNESDAY, 5/3			
MET WITH CITY			
THURSDAY, 5/4			
REPAIRED SIDEWALK			
BACKFILLED EXCAVATION WITH SAND CEMENT, LIMESTONE BASE			
MONDAY, 5/8			
WEAVER STARTED/COMPLETED ASPHALT PATCH			
THURSDAY, 5/11			
INSTRUCTED BY MURF TO REMOVE BARRICADES			
HAULING TO PROJECT			
SET UP BARRICADES			
HYDROEXCAVATING			
PAVEMENT DEMOLITION			
DIRECT COSTS			
HAULED EQUIPMENT TO/FROM JOB	1 LS	\$500.00	\$500.00
HIGHWAY BARRICADES/MOB-DEMOMB	1 LS	\$500.00	\$500.00
HIGHWAY BARRICADES RENTAL COST	17 DAYS	\$59.50	\$1,011.50
HYDROEXCAVATE	12 HRS	\$204.00	\$2,448.00
BOBCAT WITH BREAKER	1 LS	\$405.00	\$405.00
SAW CUT	1 LS	\$245.00	\$245.00
PATCH PAVEMENT	1 LS	\$2,200.00	\$2,200.00
SAND	55 TONS	\$8.50	\$467.50
CEMENT	110 SKS	\$7.80	\$858.00
CONCRETE	2 CY	\$103.50	\$207.00
REBAR	1 LS	\$25.00	\$25.00
WIRE MAT	1 LS	\$25.00	\$25.00

West Point Crossing
Extra cost breakdown-Waterline

THURSDAY, MAY 25
EXCAVATED END OF LINE; ADDED 2" RISER PER CITY REQUIREMENTS
WORK DONE UNDER OBSERVANCE OF CITY INSPECTOR

	25-May		TOTAL		HOURLY RATE (INCLUDES BENEFITS/OT)		TOTAL LABOR	
ALFREDO	3		3		\$ 38.00	\$	114.00	
JUAN	3		3		\$ 22.00	\$	66.00	
FERNANDO	3		3		\$ 45.00	\$	135.00	
							\$315.00	
RUBBER TIERED BACKHOE		3		3	\$52.00		\$156.00	
CREW TRUCK		3		3	\$15.00		\$45.00	
MATERIALS/SUPPLIES/SUBS							\$201.00	
LABOR							\$315.00	
EQUIPMENT							\$201.00	
SUB-TOTAL-COST							\$831.00	
OVERHEAD					8%		\$66.48	
PROFIT					8%		\$66.48	
TOTAL							\$963.96	

**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 Peterson Properties, LP., ("Developer/Owner"), a Texas Limited Partnership.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on March 9, 2016 to develop a tract of land, to wit: approximately 35.41 acres of land, known as Westpoint Crossing, Block 1, Lots 1 and 2 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 330 linear feet 8-inch PVC C-900
2. Install one (1) 8-inch gate valve and box

3. Install one (1) fire hydrant assembly complete in-place
 4. Install one 8-inch cap
 - b. The Distribution Main Extension must begin at the north end of property and extend east alongside Old Brownsville Road and tie into proposed waterline on South Padre Island Drive.
 - 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 **September 20, 2017**.
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 **September 20, 2017**.
- 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:

Peterson Properties, Ltd.
P.O. Box 8229
Corpus Christi, Texas 78468

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. PERFORMANCE AND PAYMENT BONDS. Developer/Owner shall, before beginning the work that is the subject of this Agreement, execute a performance bond if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$25,000. The performance and payment bonds must comply with Texas Government Code, Chapter 2253.

14.1. 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.

14.2. 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.

15. 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 **\$19,159.00** 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 as detailed in **Exhibit 5**.

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.

16. **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 INDEMNIFICATIONS SURVIVES TERMINATION OF THIS AGREEMENT.**

17. COVENANT RUNNING WITH THE LAND. This Agreement is a covenant running with the land, to wit: approximately 35.41 acres of acres known as Westpoint Crossing, Block 1, Lots 1 and 2, 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.

18. 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.

19. 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 6**.

20. 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.

21. 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____.

(EXECUTION PAGES FOLLOWS)

ATTEST: CITY OF CORPUS CHRISTI

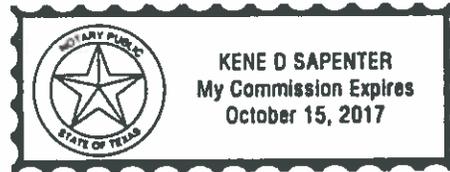
Rebecca Huerta
Rebecca Huerta
City Secretary

WJ Green, P.E.
~~Dan McGinn~~ WILLIAM J. GREEN, P.E.
Interim Development Services Director

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by Rebecca Huerta, City Secretary, for the City of Corpus Christi, Texas, and acknowledged before me on the 22nd day of August, 2016.

Kene D. Sapenter
Notary Public, State Of Texas



THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

WILLIAM J. GREEN, P.E.

This instrument was signed by ~~Dan McGinn~~, Interim Development Services Director, for the City of Corpus Christi, Texas, and acknowledged before me on the 22nd day of August, 2016.

Kene D. Sapenter
Notary Public, State Of Texas

APPROVED AS TO FORM: September 1, 2016.

Buch Bruce
Assistant City Attorney

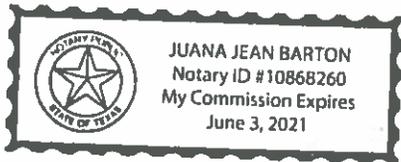
Ord. 030983
AUTHORIZE
CITY COUNCIL 10/11/16
[Signature]
SECRETARY

Peterson Properties, Ltd.

By: Patricia Peterson Nuss
Patricia Peterson Nuss
General Partner

STATE OF Texas §
COUNTY OF Nueces §

This instrument was acknowledged before me on August 7, 2018, by Patricia Peterson Nuss, General Partner, Peterson Properties, Ltd., a Texas Limited Partnership, on behalf of said partnership.



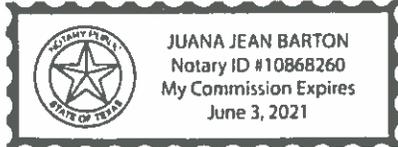
Juana Jean Barton
Notary Public's Signature

Peterson Properties, Ltd.

By: Christy Peterson Brown
Christy Peterson Brown
General Partner

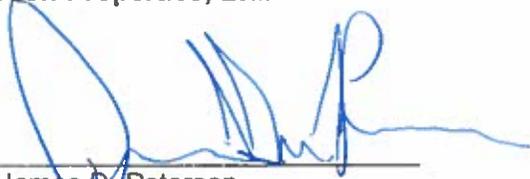
STATE OF Texas §
COUNTY OF Nueces §

This instrument was acknowledged before me on August 7, 2018, by Christy Peterson Brown, General Partner, Peterson Properties, Ltd., a Texas Limited Partnership, on behalf of said partnership.



Juana Jean Barton
Notary Public's Signature

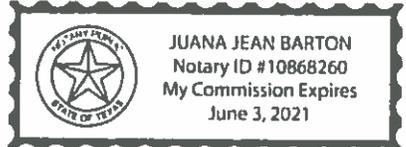
Peterson Properties, Ltd.

By: 
James D. Peterson
General Partner

STATE OF Texas §
COUNTY OF Nueces §

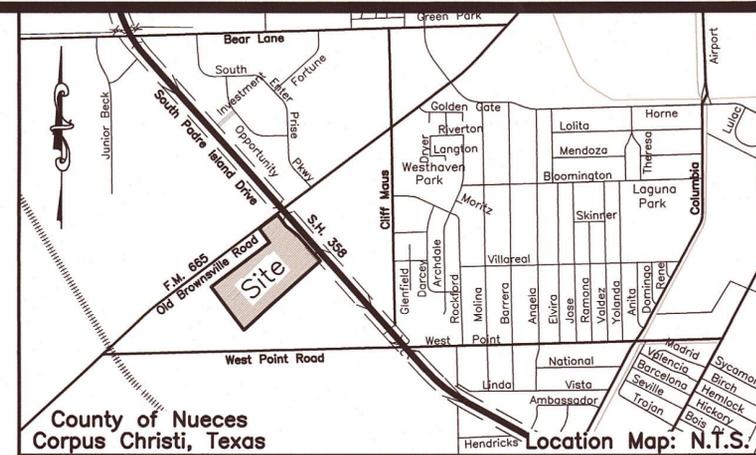
This instrument was acknowledged before me on August 7, 2018, by James D. Peterson, General Partner, Peterson Properties, Ltd., a Texas Limited Partnership, on behalf of said partnership.


Notary Public's Signature



Notes:

- 1.) Total platted area contains 35.41 acres of land. (Includes Street Dedication)
- 2.) The receiving water for the storm water runoff from this property is the Oso Creek. The TCEQ has not classified the aquatic life use for the Oso Creek, but it is recognized as an environmentally sensitive area. The Oso Creek flows directly into the Oso Bay. The TCEQ has classified the aquatic life use for the Oso Bay as "exceptional" and "oyster waters" and categorized the receiving water as "contact recreation" use.
- 3.) Bearings based on GPS, NAD83, State Plane Coordinate System, Texas South Zone 4205.
- 4.) By graphic plotting only, this property is in Zone "C" on Flood Insurance Rate Map, Community Panel No. 485464 0165 C, City of Corpus Christi, Texas, which bears an effective date of July 23, 1971 and is not in a Special Flood Hazard Area.
- 5.) If any lot is developed with residential uses, compliance with the open space regulation will be required during the building permit phase.
- 6.) Wastewater improvements provided by service agreement, filed and recorded in Document No. _____, Official Public Records of Nueces County, Texas.



Plat of
Westpoint Crossing
Block 1, Lots 1 and 2

35.41 Acres of Land being portions of Lots 9 through 11, and portions of Lots 14 through 15, Section 5, Range VIII, of the Gugenheim & Cohn's Farm Lots, a Map of which is recorded in Volume A, Page 53, Map Records of Nueces County, Texas, Tracts 1-B, 2-B, 3-B and Tract 6, M.M. Gabriel Land, a map of which is recorded in Volume 2, Page 22, Miscellaneous Map Records of Nueces County, Texas, a 9.980 Acre Tract, described as Tract II, conveyed in a warranty deed from Patricia Ray Peterson Nuss to Peterson Properties, LTD., a Texas limited partnership recorded in Document Number 837113, Official Public Records of Nueces County, Texas, a 2.083 Acre Tract conveyed in a warranty deed from Page J. Gabriel and wife, Virginia Mae Gabriel to Gulfway Shopping Center Inc. recorded in Volume 1310, Page 177, Deed Records of Nueces County, Texas, and all of a 0.446 Acre Tract conveyed in a Warranty Deed from J.V. Gabriel and wife, Wanda Gabriel to Ray E. Peterson recorded in Volume 903, Page 352, Deed Records of Nueces County, Texas.

State of Texas
County of Nueces

Peterson Properties, Ltd., a Texas Limited Partnership, hereby certifies that it is the owner of the lands embraced within the boundaries of the foregoing plat; that it has had said lands surveyed and subdivided as shown; that streets shown are dedicated, in fee simple, 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: _____ Patricia Peterson Nuss, General Partner
By: _____ Chris Ann Peterson Brown, General Partner

By: _____ James D. Peterson, General Partner

State of Texas
County of Nueces

This instrument was acknowledged before me by Patricia Peterson Nuss, Chris Ann Peterson Brown and James D. Peterson, as General Partners of Peterson Properties, Ltd., a Texas Limited Partnership, on behalf of said partnership.

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 was approved by the Department of Development Services of the City of Corpus Christi, Texas.

This the _____ day of _____, 20____.

Ratna Pottumuthu, P.E., LEED AP
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____.

Daniel McGinn, A.I.C.P.
Interim Secretary

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

State of Texas
County of Nueces

I, Kara Sands, Clerk of the County Court in and for said County, do hereby certify that the foregoing instrument dated the ____ day of _____, 20____, with its certificate of authentication was filed for record in my office the ____ day of _____, 20____ At ____ O'clock ____M., and duly recorded the ____ day of _____, 20____, at ____ O'clock ____M., in 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
at _____ O'clock ____M.
_____, 20____

Kara Sands, County Clerk
Nueces County, Texas
By: _____
Deputy

State of Texas
County of Nueces

I, James D. Carr, 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____.

James D. Carr, R.P.L.S.
Texas License No. 6458



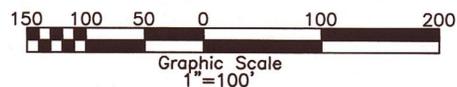
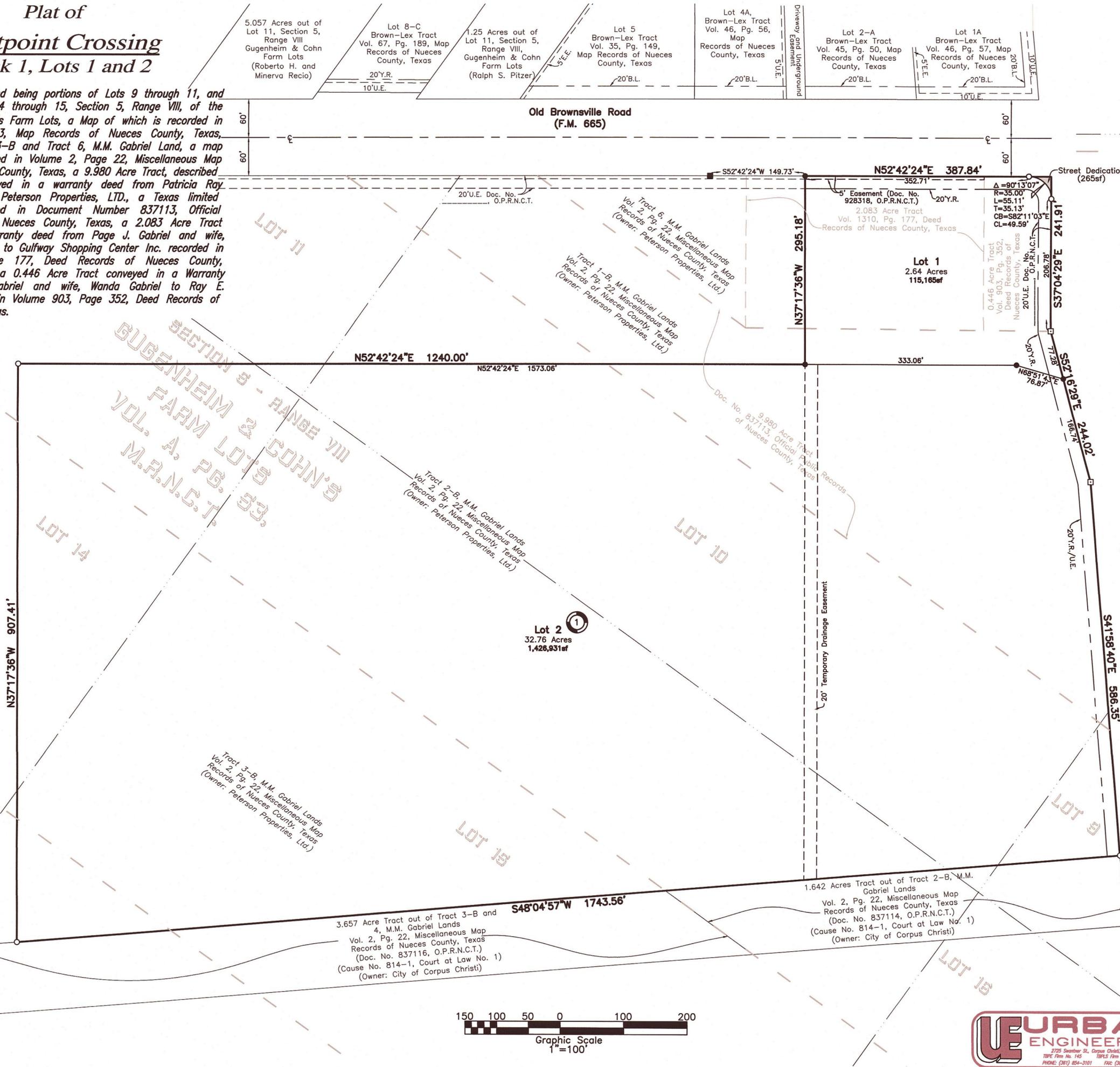
DATE: January 27, 2016
SCALE: 1"=100'
JOB NO.: 40706.B6.00
SHEET: 1 of 2
DRAWN BY: XG

Plat of Westpoint Crossing Block 1, Lots 1 and 2

35.41 Acres of Land being portions of Lots 9 through 11, and portions of Lots 14 through 15, Section 5, Range VIII, of the Gugenheim & Cohn's Farm Lots, a Map of which is recorded in Volume A, Page 53, Map Records of Nueces County, Texas, Tracts 1-B, 2-B, 3-B and Tract 6, M.M. Gabriel Land, a map of which is recorded in Volume 2, Page 22, Miscellaneous Map Records of Nueces County, Texas, a 9.980 Acre Tract, described as Tract II, conveyed in a warranty deed from Patricia Ray Peterson Nuss to Peterson Properties, LTD., a Texas limited partnership recorded in Document Number 837113, Official Public Records of Nueces County, Texas, a 2.083 Acre Tract conveyed in a warranty deed from Page J. Gabriel and wife, Virginia Mae Gabriel to Gulfway Shopping Center Inc. recorded in Volume 1310, Page 177, Deed Records of Nueces County, Texas, and all of a 0.446 Acre Tract conveyed in a Warranty Deed from J.V. Gabriel and wife, Wanda Gabriel to Ray E. Peterson recorded in Volume 903, Page 352, Deed Records of Nueces County, Texas.



- Legend:**
- Fd. 5/8 inch iron rod with red plastic cap stamped "Urban Engr C.C. Tx"
 - Set 5/8 inch iron rod with red plastic cap stamped "Urban Engr C.C. Tx"
 - Found TxDOT Monument (Type I)
 - Found 2 1/2 inch Iron Pipe
 - Gugenheim & Cohn's Farm Lots
 - Gabriel Lands Tracts



DATE: January 27, 2016
SCALE: 1"=100'
JOB NO.: 40706.B6.00
SHEET: 2 of 2
DRAWN BY: XG

APPLICATION FOR WATERLINE CREDIT

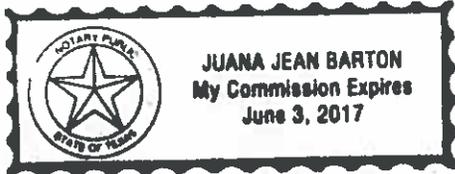
We, Peterson properties, LTD, a Texas limited partnership, whose address is P.O. Box 8229, Corpus Christi, Texas, 78468, Owner of proposed Westpoint Crossing Block 1, Lots 1 & 2, hereby apply for \$19,159.00 credit towards the water lot/acreage fee for the installation of the 8" C-900 water line as provided for by City Ordinance No. 17092. \$19,159.00 is the construction cost, including 15% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

Patricia Peterson Nuss

8/19/16

Patricia Peterson Nuss
General Partner
Peterson properties, LTD

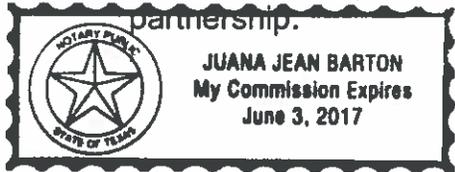
Date



THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on August 19, 2016, by Patricia Peterson Nuss (Name), Partner (Title), of Peterson properties, LTD, a Texas Limited Partnership, on behalf of the said partnership.



Juana Jean Barton

Notary Public in and for the State of Texas

Chris Ann Peterson Brown

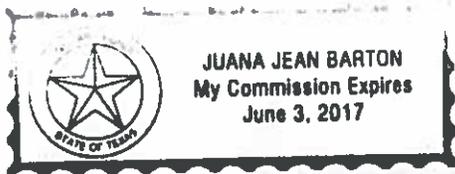
8/19/16

Chris Ann Peterson Brown
General Partner
Peterson properties, LTD

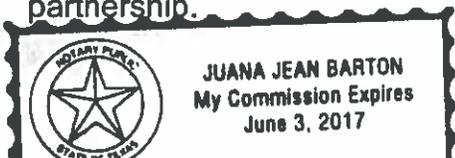
Date

THE STATE OF TEXAS §

COUNTY OF NUECES §



This instrument was acknowledged before me on August 19, 2016, by Chris Ann Peterson Brown (Name), General Partner (Title), of Peterson properties, LTD, a Texas Limited Partnership, on behalf of the said partnership.



Juana Jean Barton
Notary Public in and for the State of Texas



James D. Peterson
General Partner
Peterson properties, LTD

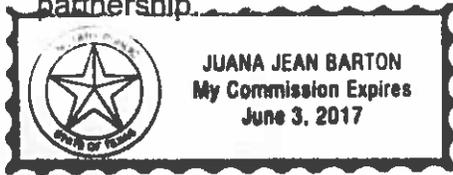
8/19/16

Date

THE STATE OF ~~CALIFORNIA~~ ^{Texas} §

COUNTY OF ~~SANTA BARBARA~~ ^{Mexes} §

This instrument was acknowledged before me on August 19, 2016, by James Douglas Peterson (Name), General Partner (Title), of Peterson properties, LTD, a Texas Limited Partnership, on behalf of the said partnership.




Notary Public in and for the State of ~~California~~ ^{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 Distribution Main Trust Fund, and
- (b) Appropriation and approval by the City Council.

Development Services Engineer

Date

CONSTRUCTION PLANS FOR PUBLIC WATER IMPROVEMENTS TO LOTS 1 AND 2, BLOCK 1 WESTPOINT CROSSING CORPUS CHRISTI, TEXAS

Digitally signed by Ratna S. Pottumuthu, P.E.
DN: cn=Ratna S. Pottumuthu, P.E., o=Development Services, ou=City of Corpus Christi, email=ratnap@ctctexas.com, c=US
Date: 2016.08.02 12:42:42 -0500

SHEET INDEX:

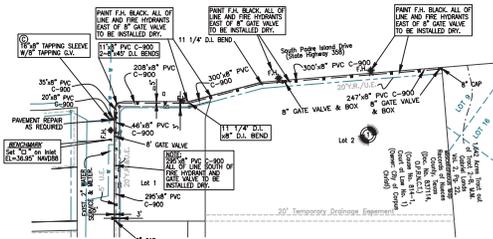
SHEET 1 TITLE SHEET
SHEET 2 WATER PLAN
SHEET 3 STORM WATER POLLUTION PREVENTION PLAN

THE FOLLOWING STANDARD SHEETS SPECIFICALLY IDENTIFIED BELOW HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

_____, P.E.

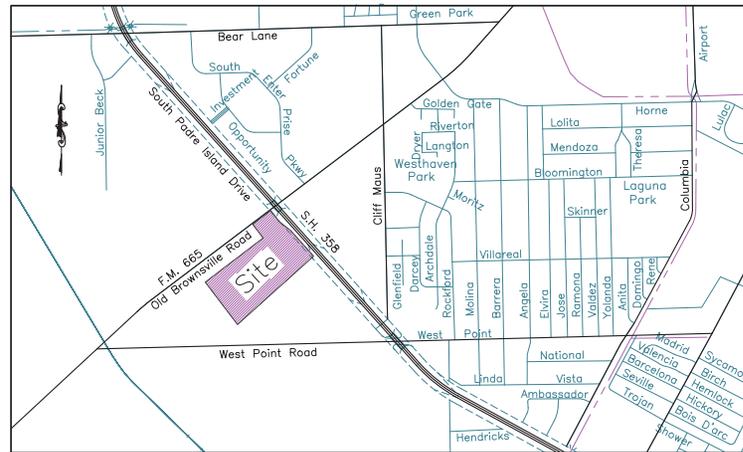
CITY STANDARDS INDEX:

CITY OF C.C. STANDARD WATER DETAILS 1 OF 4
CITY OF C.C. STANDARD WATER DETAILS 2 OF 4
CITY OF C.C. STANDARD WATER DETAILS 3 OF 4
CITY OF C.C. STANDARD WATER DETAILS 4 OF 4



WATER PLAN
SCALE: 1"=200'

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY
1	8" PVC C-900	LF	1,462
2	8" GATE VALVE AND BOX	EA	4
3	8" DUCTILE IRON TEE	EA	1
4	8" DUCTILE IRON BENDS	EA	4
5	FIRE HYDRANT	EA	4
6	8" CAP	EA	2
7	16"x8" TAPPING SLEEVE W/8" TAPPING GATE VALVE	LS	1



LOCATION MAP

NOT TO SCALE

CURRENT CITY OF CORPUS CHRISTI CONTACT NOTIFICATION NOTE:
CONTRACTOR TO CONTACT THE FOLLOWING 72 HOURS PRIOR TO ACTUAL START OF CONSTRUCTION:
UTILITY REPRESENTATIVES:
1. WATER REPRESENTATIVE 826-1888
2. WASTEWATER REPRESENTATIVE 826-1818
3. GAS REPRESENTATIVE 885-6900
4. CITY TRAFFIC SIGNAL & FIBER OPTIC 826-1610
5. STREET SUPERINTENDENT 826-1875
6. STORMWATER SUPERINTENDENT 826-1875
AFTER HOURS CALL 826-2489
7. LONE STAR 811 1-800-669-8344

CALL BEFORE YOU DIG!

811

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

Know what's below. Call before you dig.

THE LONE STAR NOTIFICATION COMPANY AT 1-800-669-8344



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MURRAY F. HUDON, P.E. TX. REG. 78198 (07/29/2014)

ENGINEER: _____

Murray F. Hudon, P.E.



TYPE FIRM NO. 145, TRSLS FIRM NO. 1003400
2725 SWANNING DR., CORPUS CHRISTI, TX 78404
PHONE: 361.654.5101 WWW.URBANENR.COM

1
3

SHEET 1 OF 3

JOB NO. 40706.B6.02
JUNE 2016 MFH/crr

DEFERMENT AGREEMENT
for
LOT 1, BLOCK 1
WESTPOINT CROSSING

Item	Description	Quantity + 5%	Unit	Unit Price	Total Amount
A.	SANITARY SEWER IMPROVEMENTS				
1	Lift Station	1	LS	\$ 259,000.00	\$ 259,000.00
2	6" PVC Green C-900 Force Main (DR 25)	7,040	LF	\$ 28.50	\$ 200,640.00
3	6" D.I. 90 Degree Bend (M.J.)	1	EA	\$ 750.00	\$ 750.00
4	6" D.I. 45 Degree Bend (M.J.)	20	EA	\$ 675.00	\$ 13,500.00
5	6" D.I. 22 1/2 Degree Bend (M.J.)	3	EA	\$ 650.00	\$ 1,950.00
6	6" Plug	3	EA	\$ 2,000.00	\$ 6,000.00
7	Air Release Valve	3	EA	\$ 4,300.00	\$ 12,900.00
8	12" Steel Casing	44	LF	\$ 200.00	\$ 8,800.00
9	Asphalt Pavement Repair	75	SY	\$ 90.00	\$ 6,750.00
10	Tie to Proposed Force Main to Existing Sanitary Sewer Manhole	1	LS	\$ 6,000.00	\$ 6,000.00
11	Twin 30" RCP with S.E.T.	1	LS	\$ 4,500.00	\$ 4,500.00
12	7" Thick Concrete Driveway	900	SF	\$ 7.50	\$ 6,750.00
13	10" PVC Gravity Line (14'-16' Cut)	368	LF	\$ 85.00	\$ 31,280.00
14	10" PVC Gravity Line (12'-14' Cut)	683	LF	\$ 78.00	\$ 53,274.00
15	10" PVC Gravity Line (10'-12' Cut)	525	LF	\$ 55.00	\$ 28,875.00
16	8" PVC Gravity Line (10'-12' Cut)	158	LF	\$ 51.00	\$ 8,058.00
17	8" PVC Gravity Line (8'-10' Cut)	578	LF	\$ 44.00	\$ 25,432.00
18	8" PVC Gravity Line (5'-8' Cut)	458	LF	\$ 40.00	\$ 18,320.00
19	5' Dia. Drop Manhole (14-16' Deep)	1	EA	\$ 13,850.00	\$ 13,850.00
20	4' Dia. Drop Manhole (12-14' Deep)	2	EA	\$ 10,500.00	\$ 21,000.00
21	4' Dia. Drop Manhole (10-12' Deep)	1	EA	\$ 10,000.00	\$ 10,000.00
22	4' Dia. Drop Manhole (8-10' Deep)	1	EA	\$ 9,000.00	\$ 9,000.00
23	4' Dia. Drop Manhole (5-8' Deep)	2	EA	\$ 8,500.00	\$ 17,000.00
24	2" HDPE Waterline by Open Cut	84	LF	\$ 20.00	\$ 1,680.00
25	2" HDPE Waterline by Boring	163	LF	\$ 30.00	\$ 4,890.00
26	Water Meter	1	EA	\$ 1,000.00	\$ 1,000.00
27	Tie Proposed 2" HDPE Waterline to Exist. Waterline	1	EA	\$ 2,000.00	\$ 2,000.00
28	OSHA Trench Protection	2,870	LF	\$ 4.00	\$ 11,480.00
	SANITARY SEWER SUB-TOTAL				\$ 784,679.00

INSURANCE REQUIREMENTS

I. CONTRACTOR’S LIABILITY INSURANCE

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

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
COMMERCIAL GENERAL LIABILITY 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Personal and Advertising Injury 8. Professional Liability (if applicable) 9. Underground Hazard (if applicable) 10. Environmental (if applicable)	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
BUSINESS AUTOMOBILE LIABILITY 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$1,000,000 Combined Single Limit
WORKERS’ COMPENSATION (for paid employees)	Which Complies With The Texas Workers’ Compensation Act And Paragraph II Of This Exhibit.
EMPLOYER’S LIABILITY	\$500,000 / \$500,000 / \$500,000
PROPERTY INSURANCE	Contractor shall be responsible for insuring all owned, rented, or leased personal property for all perils.

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

II. ADDITIONAL REQUIREMENTS

- A. Contractor must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met. An "All States endorsement shall be included for Companies not domiciled in Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
(361) 826-4555- Fax #

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, or comparable policy language, as respects to operations, completed operations and activities of, or on behalf of, the named insured performed under contract with the City.
 - The "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations and completed operations and activities under this agreement.

- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.



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: Peterson Properties, Ltd.
 STREET: PO Box 8229 CITY: Corpus Christi TX ZIP: 78468
 FIRM is: Corporation Partnership Sole Owner Association Other _____

DISCLOSURE QUESTIONS

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

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

Name	Job Title and City Department (if known)
<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: Patricia Peterson Nuss Title: General Partner
 (Print)

Signature of Certifying Person: Patricia Peterson Nuss Date: 7/31/16

DEFINITIONS

- a. "Board Member". A member of any board, commission or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Employee". Any person employed by the City of Corpus Christi, Texas, either on a full or part time basis, but not as an independent contractor.
- c. "Firm". Any entity operated for economic gain, whether professional, industrial or commercial and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust and entities which, for purposes of taxation, are treated as non-profit organizations.
- d. "Official". The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads and Municipal Court Judges of the City of Corpus Christi, Texas.
- e. "Ownership Interest". Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holding or control established through voting trusts, proxies or special terms of venture or partnership agreements.
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Name	Consultant
<u>None</u>	
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_____	_____

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: Chris Ann Peterson Brown Title: General Partner
 (Print)
 Signature of Certifying Person: Chris Ann Peterson Brown Date: 8/5/16

DEFINITIONS

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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: James Douglas Peterson Title: General Partner
 (Print)

Signature of Certifying Person: [Signature] Date: 8/5/16

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2016-96437

Date Filed:
 08/08/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Peterson Properties, Ltd
 Corpus Christi, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 City of Corpus Christi

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2
 Water line reimbursement agreement at Westpoint Crossing Lots 1 & 2 Block 1, Corpus Christi, Nueces County, TX

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Patricia Peterson
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Patricia Peterson Mrs., this the 9 day of August, 2016, to certify which, witness my hand and seal of office.

Juana Jean Barton
 Signature of officer administering oath

Juana Jean Barton
 Printed name of officer administering oath

Notary
 Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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Peterson Properties, Ltd
Corpus Christi, TX United States

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City of Corpus Christi

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2
Water line reimbursement agreement at Westpoint Crossing Lots 1 & 2 Block 1, Corpus Christi, Nueces County, TX

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Chris Ann Peterson-Brown
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said *Chris Ann Peterson-Brown* this the *10* day of *August*, 20 *16*, to certify which, witness my hand and seal of office.

Juana Jean Barton Juana Jean Barton Notary
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

James Douglas Peterson
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James Douglas Peterson this the 10 day of August, 2016, to certify which, witness my hand and seal of office.

Juana Jean Barton
Signature of officer administering oath

Juana Jean Barton
Printed name of officer administering oath

Notary
Title of officer administering oath