

**WATER ARTERIAL TRANSMISSION AND GRID MAIN
CONSTRUCTION AND REIMBURSEMENT AGREEMENT**

STATE OF TEXAS §

COUNTY OF NUECES §

This Water Arterial Transmission and Grid Main Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, P.O. Box 9277, Corpus Christi, Texas, 78469-9277, and Kitty Hawk Development LTD., ("Developer"), 8230 South Staples, Corpus Christi, Texas 78413.

WHEREAS, the Developer, in compliance with the Unified Development Code ("UDC"), proposes to final plat the Property as shown on the attached final plat known as Kitty Hawk Unit II ("Development"), as shown in **Exhibit 1 (attached and incorporated)**;

WHEREAS, under the UDC and as a condition of such plat of Kitty Hawk Unit II, Developer is required to construct a public waterline in order to record such plat;

WHEREAS, Developer has submitted an application for reimbursement of the costs of extending a 12-inch waterline from the west property line of Lot 1, Block 2, Kitty Hawk Unit I west for a distance of 415 linear feet in order to extend water grid main along South Staples Street (FM 2444) and consistent with the Unified Development Code (**Exhibit 2**);

WHEREAS, it is in the best interests of the City to have the 12-inch waterline from the west property line of Lot 1, Block 2, Kitty Hawk Unit I west for a distance of 415 linear feet installed by Developer in conjunction with the final plat;

WHEREAS, Resolution No. 026869 authorized the acceptance of applications to be eligible for reimbursement in the future when funds are fully available in, and are appropriated by City Council, the Arterial Transmission and Grid Main Line Trust Fund as per the UDC, Section 8.5.1.C(1), and

WHEREAS, Chapter 212 of the Texas Local Government Code authorizes a municipality to make a contract with a Developer of a subdivision or land in the municipality to construct public improvements related to the subdivision or land;

NOW, THEREFORE, in consideration set forth hereinafter and in order to provide a coordinated waterline construction project, the City and Developer agree as follows:

Subject to the terms of this Agreement and the plat of Kitty Hawk Unit II, Developer will construct the 12-inch waterline for and on behalf of the City in accordance with the plans and specifications as are approved by the City Engineer on behalf of the City.

1. **REQUIRED CONSTRUCTION**

The Developer shall construct the 12-inch waterline improvements, in compliance with the City's UDC and under the plans and specifications approved by the Development Services Engineer.

2. **PLANS AND SPECIFICATIONS**

a. The Developer shall contract with a professional engineer, acceptable to the City's Development Services Engineer, to prepare plans and specifications for the construction of the 12-inch waterline, as shown in **Exhibit 3**, with the following basic design:

- (1) Install 415 linear feet of 12-inch PVC pipe.
- (2) Install 415 linear feet of trench safety.
- (3) Install connection to existing 12" waterline.
- (4) Install one (1) 12" gate valve and box.
- (5) Install two (2) 12" cap with test riser assembly.

b. The plans and specifications must comply with City Water Distribution Standards and Standard Specifications.

c. Before the Developer starts construction the plans and specification must be approved by the City's Development Services Engineer.

3. **SITE IMPROVEMENTS**

Prior to the start of construction of the 12-inch waterline improvements, Developer shall acquire and dedicate to the City the required additional utility easements "Easements", if necessary for the completion of the 12-inch waterline. If any of the property needed for the Easements is owned by a third party and Developer is unable to acquire the Easements through reasonable efforts, then the City will use its powers of eminent domain to acquire the Easements.

4. **PLATTING FEES**

Developer shall pay to the City of Corpus Christi the required acreage fees and pro-rata fees as required by the UDC for the area of the improvements for the construction of the 12-inch waterline. The required acreage fees Developer is to pay to the City under the UDC for the 12-inch waterline improvements will be credited to Developer provided that an application for credit, including cost-supporting documentation, has been submitted to the Assistant City Manager of Development Services prior to the installation of the 12-inch waterline and is approved.

5. DEVELOPER AWARD CONTRACT FOR IMPROVEMENTS

Developer shall award a contract and complete the improvements to 12-inch waterline, under the approved plans and specifications, by **September 24, 2014**.

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 or 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 fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval by City Council.
- b. Developer's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services by the 40th calendar day after the date of approval by City Council.
- c. Developer fails to award a contract for the construction of the project, according to the approved plans and specifications, by the 70th calendar day after the date of approval by City Council.
- d. Developer's contractor does not reasonably pursue construction of the project under the approved plans and specifications.
- e. Developer's contractor fails to complete construction of the project, under the approved plans and specifications, on or before **September 24, 2014**.
- f. Either the City or Developer otherwise fails to comply with its duties and obligations under 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 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 Developer fail to perform any obligation or duty of this Agreement, the City shall give notice to Developer, at the address stated above, of the need to perform the obligation or duty, and should Developer fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to Developer by reducing the reimbursement amount due Developer.
- e. In the event of an uncured default by the Developer, after the appropriate notice and cure period, the City has all its common law remedies and the City may:
 - 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.
 - 3. Perform any obligation or duty of the Developer under this agreement and charge the cost of such performance to Developer. Developer shall pay to City the reasonable and necessary cost of the performance within 30 days from the date Developer receives notice of the cost of performance. In the event that Developer pays the City under the preceding sentence, and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.
- f. In the event of an uncured default by the City after the appropriate notice and cure period, the Developer has all its remedies at law or 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; epidemic; 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 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: | 2. If to the City: |
| John Bratton, General Partner
Kitty Hawk Development LTD.
8230 South Staples Street
Corpus Christi, Texas 78413 | City of Corpus Christi
1201 Leopard Street (78401)
P.O. Box 9277
Corpus Christi, Texas 78469
ATTN: Assistant City Manager
Development Services |
- b. Notice required by the paragraph may be 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 of address for notices by giving notice of the change under the provisions of this section.

12. THIRD-PARTY BENEFICIARY

Developer's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the project, contracts for testing services, and with the contractor for the construction of the project must provide that the City is a third party beneficiary of each contract.

13. PERFORMANCE AND PAYMENT BONDS

Developer shall require its contractor for the construction of the project, before beginning the work, to execute with Developer and the City 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 bond must comply with Texas Government Code, Chapter 2253 and must be in the form and substance as attached to this Agreement.

14. WARRANTY

Developer shall fully warranty the workmanship of and function of the 12-inch waterline improvements and the construction thereof for a period of one year from and after the date of acceptance of the facilities by the City Engineer.

15. REIMBURSEMENT

- a. Subject to the appropriation of funds, the City will reimburse the Developer 100% of the reasonable cost of the 12-inch waterline improvements, not to exceed \$30,691.40. See attached cost estimate (Exhibit 4).
- b. Subject to the appropriation of funds, the City agrees to reimburse the Developer on a monthly basis upon invoicing for work performed. The reimbursement will be made no later than 30-days from the date of the invoice. Developer 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 completed in a good and workmanlike manner, and must have been inspected and accepted by the City. The City agrees to conduct periodic inspections and approve the progress of the work at key points during construction.
- d. In the event that this Agreement is terminated by the City at a time when there has been a partial completion and partial payment for the improvements, then the City shall only reimburse Developer 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 there is an uncured default by the Developer.

16. INDEMNIFICATION

DEVELOPER, COVENANTS TO FULLY INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, EMPLOYEES, AND AGENTS, ("INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS SUITS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ASSERTED AGAINST OR RECOVERED FROM CITY 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 DEVELOPER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT OR TO PROVIDE CITY WASTEWATER SERVICE TO THE DEVELOPMENT, INCLUDING INJURY, LOSS, OR DAMAGE WHICH ARISE OUT OF OR ARE IN ANY MANNER CONNECTED WITH, OR ARE CLAIMED TO ARISE OUT OF OR BE IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT DESCRIBED ABOVE, INCLUDING THE INJURY, LOSS OR DAMAGE CAUSED BY THE SOLE OR 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 SPECIFICALLY INCLUDES ALL CLAIMS, DAMAGES, AND LIABILITIES OF WHATEVER NATURE, FORESEEN OR UNFORESEEN, UNDER ANY HAZARDOUS SUBSTANCE LAWS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

(A) ALL FEES INCURRED IN DEFENDING ANY ACTION OR PROCEEDING BROUGHT BY A PUBLIC OR PRIVATE ENTITY AND ARISING FROM THE PRESENCE, CONTAINMENT, USE, MANUFACTURE, HANDLING, CREATING, STORAGE, TREATMENT, DISCHARGE, RELEASE OR BURIAL ON THE PROPERTY OR THE TRANSPORTATION TO OR FROM THE PROPERTY OF ANY HAZARDOUS SUBSTANCE. THE FEES FOR WHICH THE DEVELOPER SHALL BE RESPONSIBLE UNDER THIS SUBPARAGRAPH SHALL INCLUDE BUT SHALL NOT BE LIMITED TO THE FEES CHARGED BY (I) ATTORNEYS, (II) ENVIRONMENTAL CONSULTANTS, (III) ENGINEERS, (IV) SURVEYORS, AND (V) EXPERT WITNESSES.

(B) ANY COSTS INCURRED ATTRIBUTABLE TO (I) THE BREACH OF ANY WARRANTY OR REPRESENTATION MADE BY DEVELOPER/OWNER IN THIS AGREEMENT, OR (II) ANY CLEANUP, DETOXIFICATION, REMEDIATION, OR OTHER TYPE OF RESPONSE ACTION TAKEN WITH RESPECT TO ANY HAZARDOUS SUBSTANCE ON OR UNDER THE PROPERTY REGARDLESS OF WHETHER OR NOT THAT ACTION WAS MANDATED BY THE FEDERAL, STATE OR LOCAL GOVERNMENT.

THIS INDEMNITY SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE AGREEMENT.

17. ASSIGNMENT OF AGREEMENT

This Agreement may be assigned by Developer to another with the written consent of the City's City Manager.

18. COVENANT RUNNING WITH THE LAND

This Agreement is a covenant running with the land, Kitty Hawk Unit II, a subdivision in 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's successors or assigns.

19. DISCLOSURE OF OWNERSHIP INTERESTS

Developer further agrees, in compliance with the City Ordinance No. 17110, to complete, as part of this Agreement, the Disclosure of Ownership interests form attached hereto as Exhibit 5.

20. AUTHORITY

All signatories signing this Agreement warrant and guarantee that they have the authority to act on behalf of the entity represented and make this Agreement binding and enforceable by their signature.

21. EFFECTIVE DATE

This Agreement shall be executed in triplicate, all original copies of which shall be considered one instrument. *This Agreement becomes effective and is binding upon, and inures to the benefit of the City and Developer from and after the date that all original copies have been executed by all signatories.

EXECUTED IN TRIPLICATE originals, *this 30th day of AUGUST, 2013.

SIGNATURES FOUND ON PAGES 8 and 9.


Developer

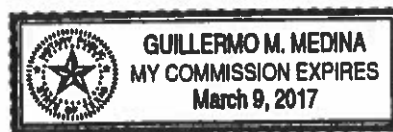
John Bratton, General Partner
Kitty Hawk Development LTD.
8230 South Staples Street
Corpus Christi, Texas 78413

By: 
John Bratton
General Partner

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by John Bratton, General Partner, for Kitty Hawk Development LTD., and acknowledged before me on the 30th day of AUGUST, 2013.


Notary Public, State of Texas



CITY OF CORPUS CHRISTI:

ATTEST:

By: _____
Armando Chapa
City Secretary

By: _____
Ronald L. Olson
City Manager

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by Armando Chapa, City Secretary, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 2013.

Notary Public, State Of Texas

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by Ronald Olson, City Manager, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 2013.

Notary Public, State Of Texas

APPROVED AS TO FORM: This _____ day of _____, 2013.

Marcie Downing
Assistant City Attorney
For the City Attorney

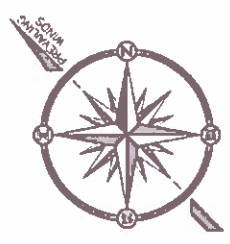


ve
 engineering-surveying
 TYPE FIRM REG. NO. F-2037
 P.O. Box 2927
 1800 East
 Corpus Christi, Texas 78403
 phone: 361.887.8651
 fax: 361.887.8653
 website: www.ve-inc.com

DATE: APRIL 12, 2013
 SCALE: AS SHOWN
 SHEET: 403-1-2014
 DRAWN BY: 1 of 1

CURVE DATA				
CURVE	Δ	R	T	L
C1	247.2854'	59.00'	—	254.84'
C2	67.2854'	35.00'	23.38'	41.22'

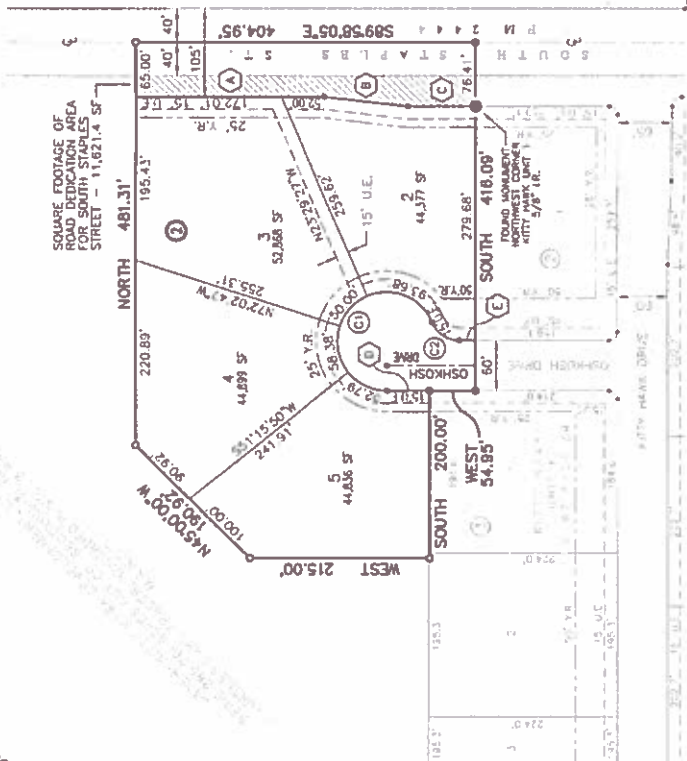
BOUNDARY DATA	
LINE	DISTANCE
A	224.01'
B	507.6805'E
C	583.2609'E
D	60.95'
E	50.93'
F	19.11'



LEGEND

FEHA FLOOD ZONE
 OWNER
 PROPERTY LINE
 BLOCK LINE
 EASEMENT
 ADJACENT PROPERTY LINE
 CENTERLINE
 UTILITY ROAD
 FLOOD ADJUSTMENTS

Zone C
 CITY MARK DEVELOPMENT, LTD.
 CORPUS CHRISTI, TEXAS
 PROPERTY LINE
 BLOCK LINE
 EASEMENT
 ADJACENT PROPERTY LINE
 CENTERLINE
 UTILITY ROAD
 FLOOD ADJUSTMENTS



Plat of KITTY HAWK Unit II

BEING 5.287 ACRES OUT OF A 298.716 ACRE TRACT OF LAND OUT OF THE NORTH HALF OF SECTION 31 AND THE NORTH HALF OF SECTION 32, LAURELES FLOOD TRACTS, AS SHOWN AND RECORDED IN VOLUME 3, PAGE 15, MAP RECORDS OF NUECES COUNTY, TEXAS.

- NOTES**
- TOTAL PLATED AREA IS 5.2869 ACRES.
 - THE ENTIRE PROPERTY IS LOCATED WITHIN FLOOD ZONE 'C'. THE FLOOD BOUNDARY AS SHOWN ON THIS PLAT WAS INTERPOLATED FROM THE FEDERAL EMERGENCY MANAGEMENT PLAN COMMUNITY-PANEL NUMBER 485-991 0320 D, DATED 4, 1987, AND IS SUBJECT TO CHANGE.
 - THE RECEIVING WATERS FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO CREEK. THE TIED 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 TIED HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO BAY AS "EXCEPTIONAL" AND "OYSTER WATERS" AND CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATIONAL" USE.
 - EASEMENTS SHOWN ARE DEDICATED TO THE PUBLIC FOR THE INSTALLATION, OPERATION AND USE OF PUBLIC UTILITIES.
 - THE ENTIRE PROPERTY LIES WITHIN THE CITY LIMITS OF THE CITY OF CORPUS CHRISTI.
 - FLOOD ELEVATION OF RESIDENTIAL STRUCTURES BELOW THE BASE FLOOD ELEVATIONS AS INDICATED ON THE FLOOD HAZARD BOUNDARY MAP IS PROHIBITED AND IS SUBJECT TO REGULATIONS CONTAINED IN THE CORPUS CHRISTI FLOOD HAZARD PREVENTION CODE.
 - Y.R. DENOTES YARD REQUIREMENT. THE YARD REQUIREMENT, AS DEPICTED ON THE PLAT, IS A REQUIREMENT OF THE ZONING ORDINANCE AND IS SUBJECT TO CHANGE AS THE ZONING BAY CHANGE.
 - ALL PRIVATE DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION, AND THE CITY OF CORPUS CHRISTI SHALL BE HELD HARMLESS.
 - BEARINGS SHOWN ARE BASED ON THE WEST LINE OF KITTY HAWK UNIT 1, AS RECORDED IN VOLUME 87, PAGE 24, M.R.P.C.T.
 - THE FINISHED FLOOR ELEVATION MUST BE A MINIMUM OF 18 INCHES ABOVE THE CENTERLINE OF THE ADJACENT ROADWAY FOR OVERFLOW PROTECTION.
 - THE OWNER OF EACH LOT IS RESPONSIBLE FOR STORM WATER POLLUTION PREVENTION PLAN PER TIED REQUIREMENTS.
 - RESIDENTIAL DRIVEWAY ACCESS TO SOUTH STAPLES (FM 2444) SHALL BE PROHIBITED.
 - THE MAINTENANCE OF THE ROADSIDE DITCHES WILL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER OR THE HOMEOWNER'S ASSOCIATION.

STATE OF TEXAS
 COUNTY OF NUECES

I, John Bratton, County Clerk, do hereby certify that on this day I have received from City Mark Development, Ltd. a plat of a certain tract of land, to-wit: Plat of KITTY HAWK UNIT II, containing 5.287 acres, more or less, situated in the North Half of Section 31 and the North Half of Section 32, Laureles Flood Tracts, as shown and recorded in Volume 3, Page 15, Map Records of Nueces County, Texas, and do hereby certify that the same is in accordance with the laws of this State and the Constitution of the United States.

CITY MARK DEVELOPMENT, LTD.
 John Bratton, Owner

STATE OF TEXAS
 COUNTY OF NUECES

Before me, the undersigned authority, on this day personally appeared John Bratton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this 12 day of April, 2013.

Notary Public

STATE OF TEXAS
 COUNTY OF NUECES

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APPLICATION FOR WATERLINE CREDIT

I, John Bratton, owner of Kitty Hawk Development, Ltd , owner and developer of proposed Kitty Hawk Unit 2 Subdivision, hereby apply for \$ 3,084.51 credit towards the water lot/acreage fee for the Grid Main as provided for by City Ordinance No. 17092. Said \$ 3,084.51 is equal to the required lot/acreage fee and represents a portion of the construction cost, including 7.5% Engineering, as shown by the cost supporting documents attached herewith.

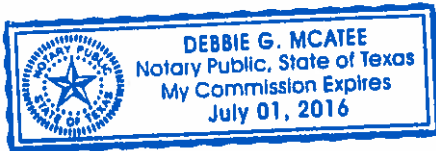
John Bratton
John Bratton, Owner
Kitty Hawk Development, Ltd.

8-30-13
(Date)

THE STATE OF TEXAS)(

COUNTY OF NUECES)(

This instrument was acknowledged before me on August 30, 2013,
by John Bratton, a Texas Corporation, on behalf of the said
corporation.



Debbie G. Mcatee
Notary Public in and for Nueces County, Texas

APPLICATION FOR WATERLINE REIMBURSEMENT

I, John Bratton, owner of Kitty Hawk Development, Ltd, owner and developer of proposed Kitty Hawk Unit 2 Subdivision, hereby request reimbursement of \$ 30,691.40 for the installation of the water Grid Main as provided for by City Ordinance No. 17092. Said \$ 30,691.40 is the construction cost, including 7.5% Engineering, in excess of the lot/acreage fee, as shown by the cost supporting documents attached herewith.

John Bratton
John Bratton, Owner
Kitty Hawk Development, Ltd.

8-22-13
(Date)

THE STATE OF TEXAS)(

COUNTY OF NUECES)(

This instrument was acknowledged before me on August 22, 2013,
by John Bratton, a Texas Corporation, on behalf of the said corporation.



Diana C. Ramirez
Notary Public in and for Nueces County, 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 Grid and Arterial Main Trust Fund, and
- (b) appropriation and approval by the City Council.

Director of Engineering Services
(City Engineer)

(Date)

SITework CONSTRUCTION PLANS

FOR

KITTY HAWK

UNITS 2 & 3

CORPUS CHRISTI, TEXAS

GENERAL NOTES:

1. GENERAL CONSTRUCTION REQUIREMENTS SHALL BE GOVERNED BY STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, LATEST EDITION, AS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION (DOT), AND THE CITY OF CORPUS CHRISTI, TEXAS. THE TYPICAL DETAILS AND SPECIFICATIONS FOR THE CITY OF CORPUS CHRISTI, TEXAS, SHALL BE USED UNLESS OTHERWISE SPECIFIED. THE CITY OF CORPUS CHRISTI, TEXAS, SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CORPUS CHRISTI, TEXAS, AND FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CORPUS CHRISTI, TEXAS, AND FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CORPUS CHRISTI, TEXAS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CORPUS CHRISTI, TEXAS, AND FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CORPUS CHRISTI, TEXAS, AND FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CORPUS CHRISTI, TEXAS.
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CALL BEFORE YOU DIG!

811

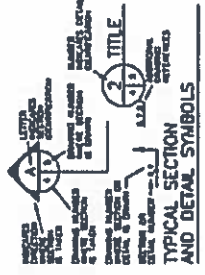
FOR MORE INFORMATION, VISIT www.811.com

OR CALL 811

THE LONG STAR NOTIFICATION COMPANY
AT 1-800-688-8344



- 1 TITLE SHEET
- 2 TOPOGRAPHIC SURVEY EAST
- 3 TOPOGRAPHIC SURVEY WEST
- 4 UNIT 2 STANDING PLAN
- 5 UNIT 3 STANDING PLAN
- 6 DRAINAGE EASEMENTS STANDING PLAN
- 7 UNIT 2 PAVING & GRADING PLAN
- 8 UNIT 3 PAVING & GRADING PLAN
- 9 EAST CHANNEL 'A' PLAN & PROFILE
- 10 WEST CHANNEL 'A' PLAN & PROFILE
- 11 DIVERSION CHANNEL PLAN & PROFILE
- 12 UNITS 2 & 3 WATER PLANS
- 13 DETAILS
- 14 STANDARD WATER DETAILS (1 OF 5)
- 15 STANDARD WATER DETAILS (2 OF 5)
- 16 STANDARD WATER DETAILS (3 OF 5)
- 17 STANDARD WATER DETAILS (4 OF 5)
- 18 STANDARD WATER DETAILS (5 OF 5)
- 19 STORM WATER BEST MANAGEMENT PRACTICES



PLANS RELEASED FOR CONSTRUCTION DEVELOPMENT SERVICES

Renee Counts
 c=Renae Coulura, c=US,
 o=Development Services,
 ou=City of Corpus Christi,
 email=RenaeC@ccpsmat.com
 2013.06.19 14:10:15 -0500



NO. OF SHEETS	NO. OF SHEETS
NO. OF SHEETS	NO. OF SHEETS
NO. OF SHEETS	NO. OF SHEETS
NO. OF SHEETS	NO. OF SHEETS



TITLE SHEET

KITTY HAWK

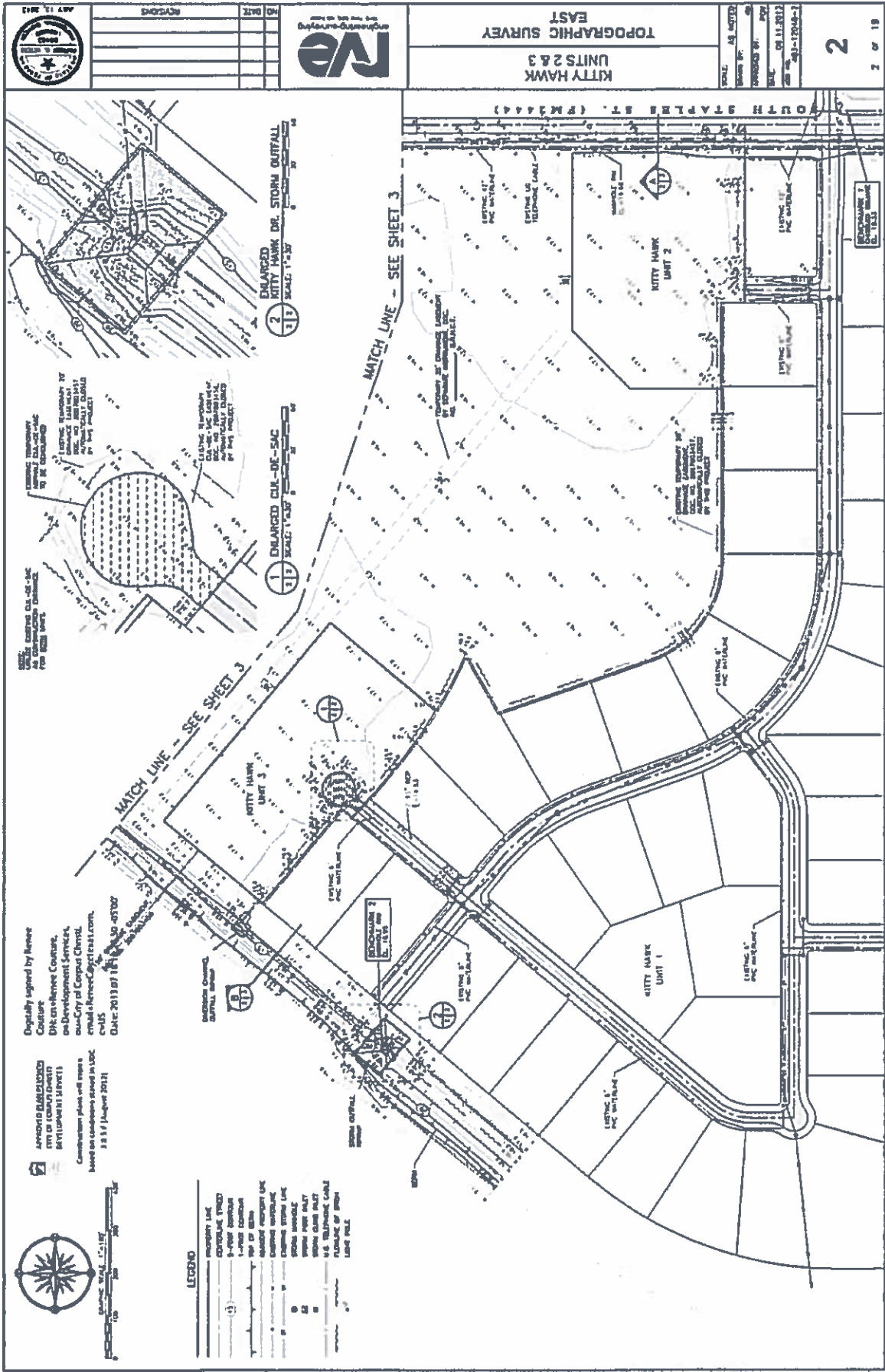
UNITS 2 & 3

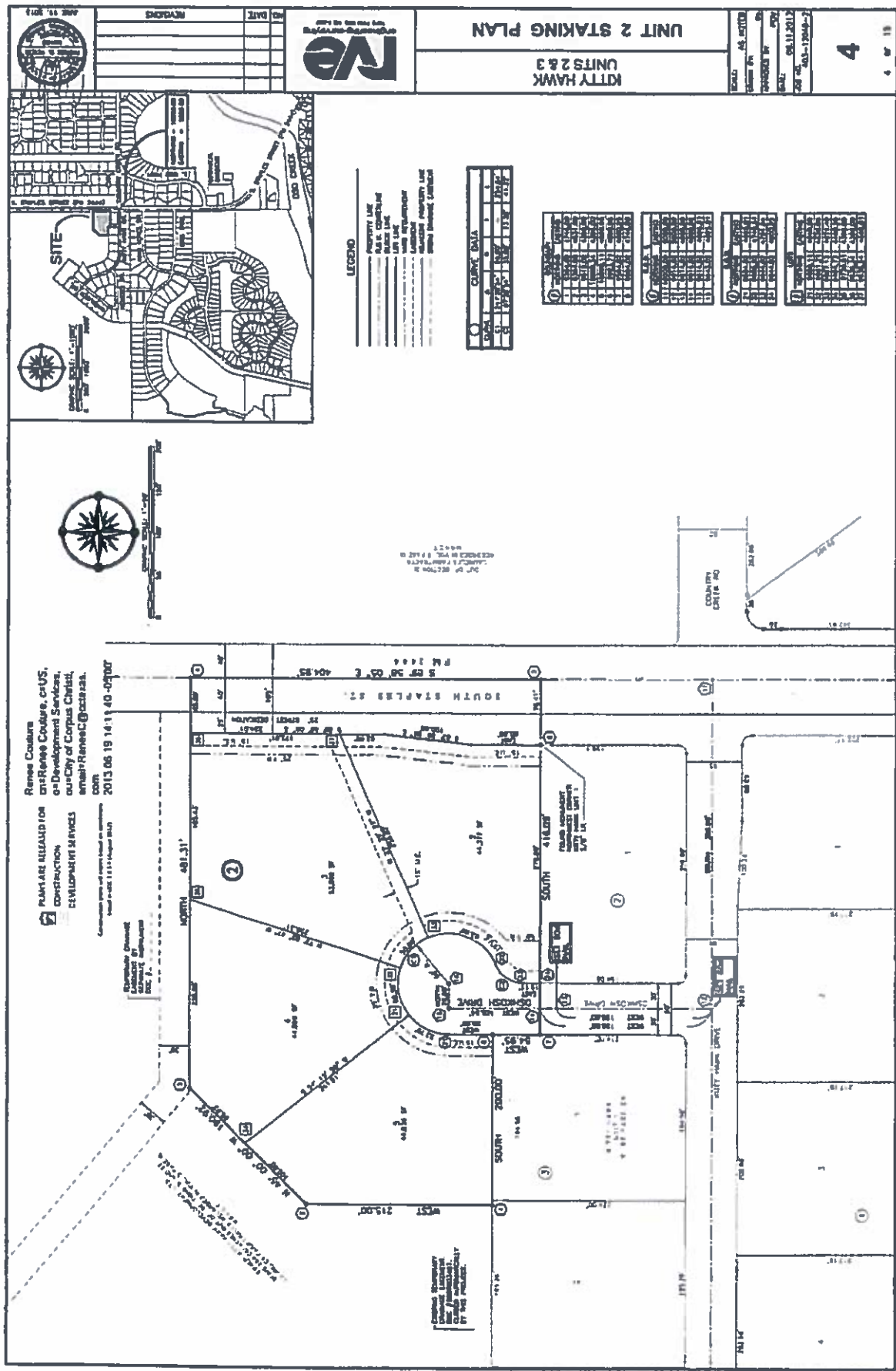
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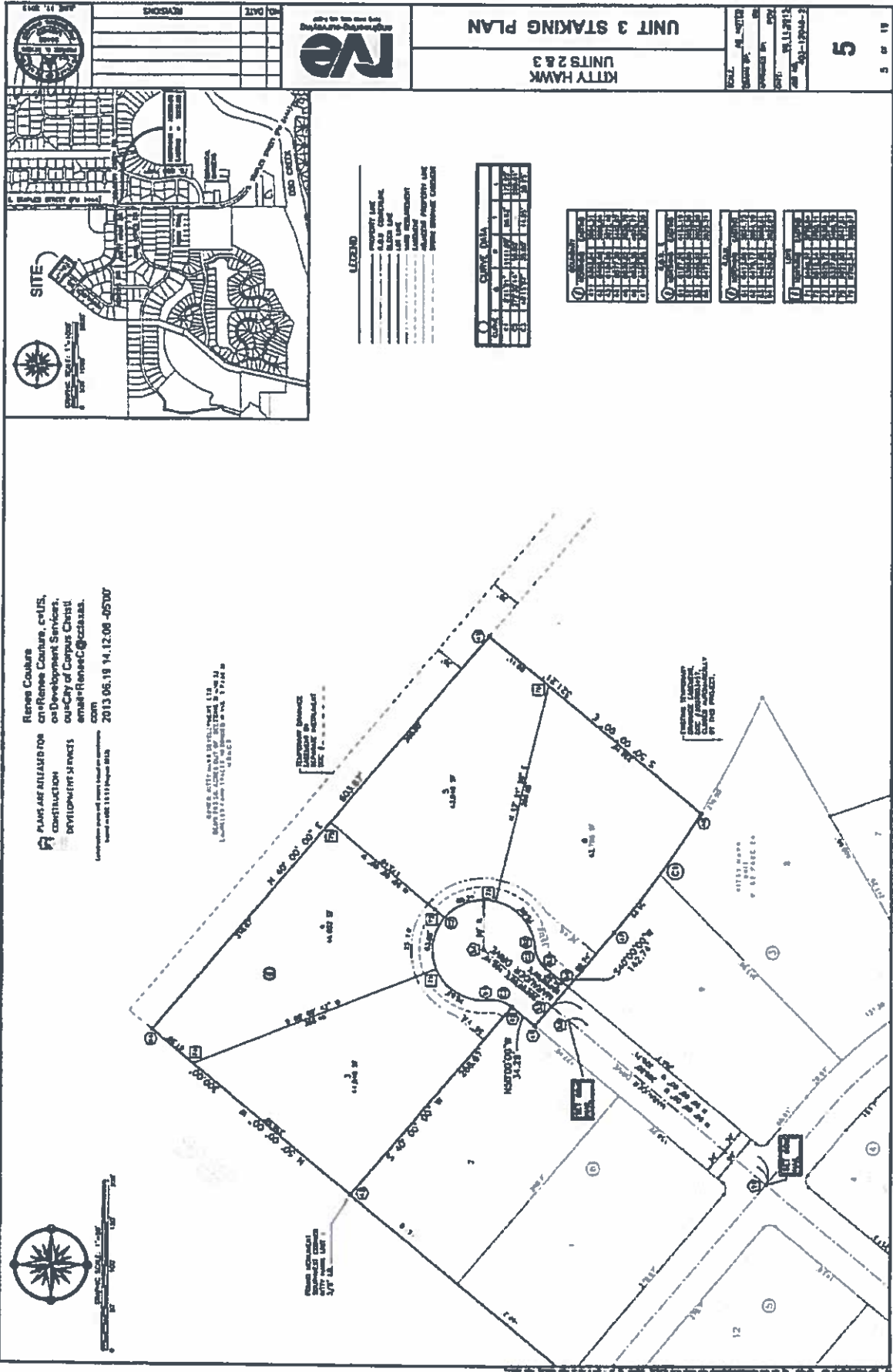
DATE: 06.11.2013

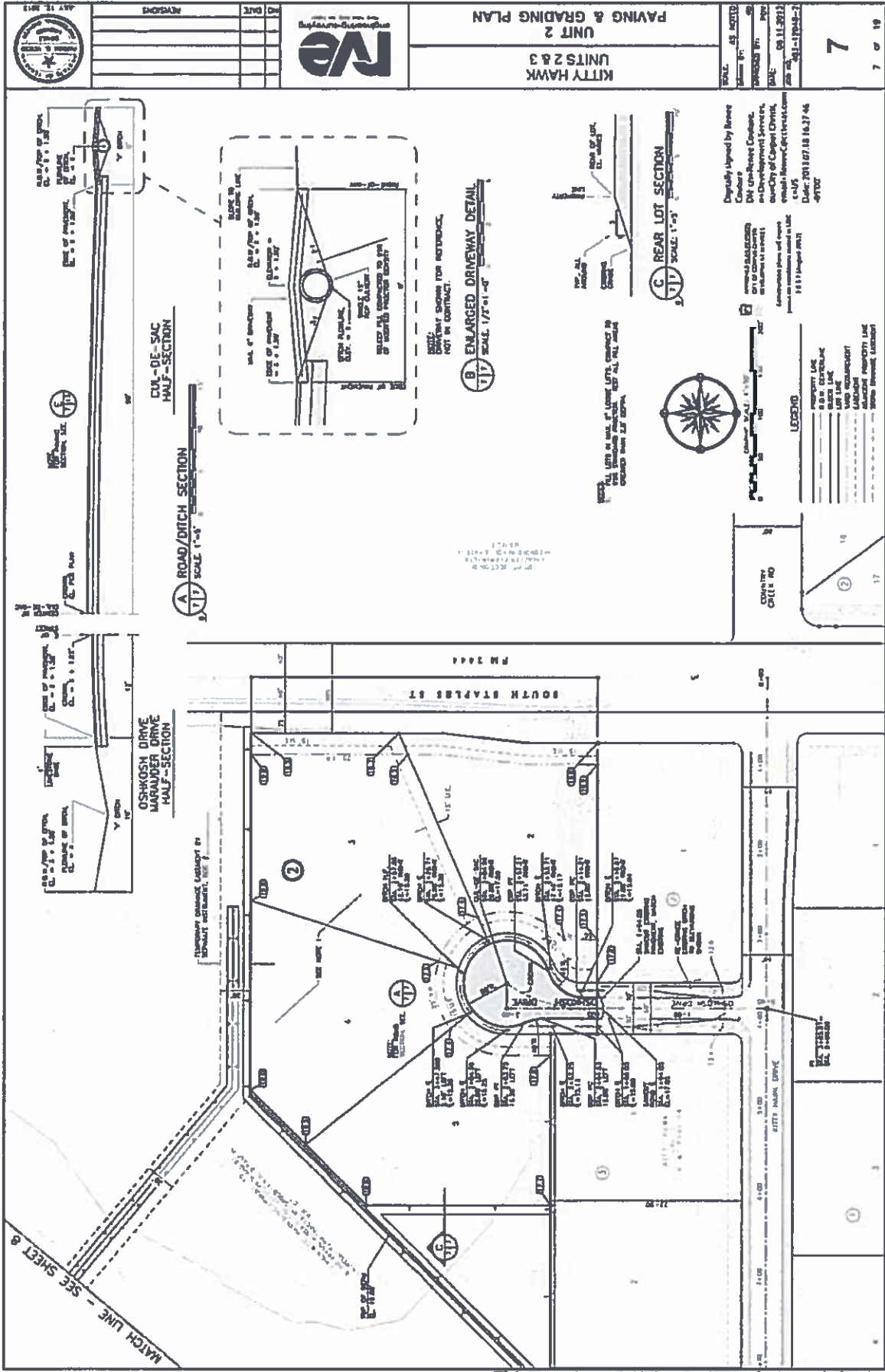
NO. OF SHEETS: 1

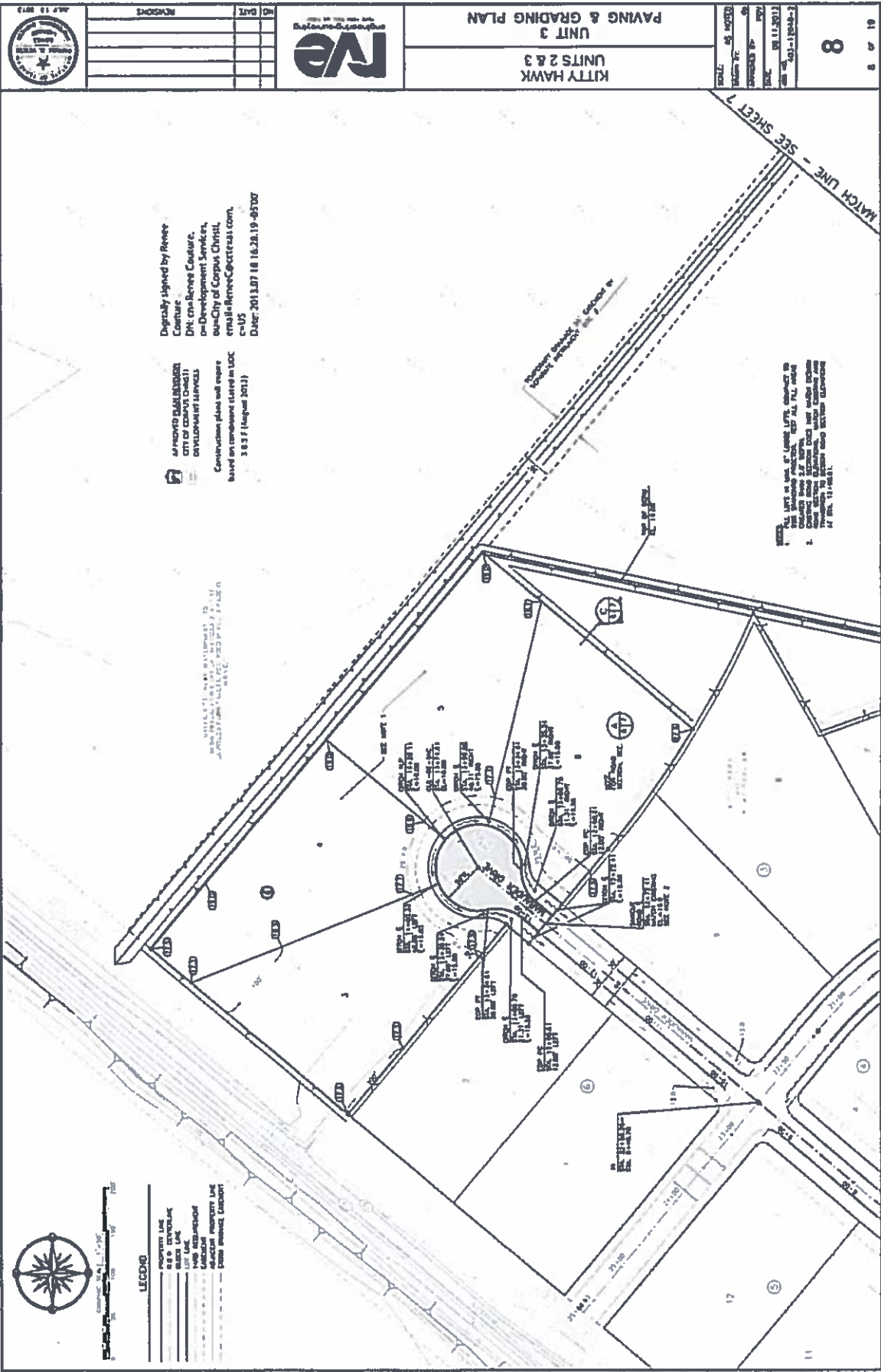
NO. OF SHEETS: 1











		RVE engineering-contractors <small>INCORPORATED</small>	UNIT 3 KITTY HAWK UNITS 2 & 3 PAVING & GRADING PLAN	
NO. DATE _____ _____ _____ _____ _____	REVISIONS _____ _____ _____ _____ _____		SCALE: AS SHOWN DRAWN BY: RVE CHECKED BY: RVE DATE: 10/18/2011 JOB NO.: 101-1048-2	8 8 OF 10

Approved by: R. V. EVERS
 CITY OF CORPUS CHRISTI
 DEVELOPMENT SERVICES

Digitally signed by R. V. EVERS
 DN: cn=R. V. EVERS, o=City of Corpus Christi,
 email=R.VERS@corpuschristi.com,
 c=US
 Date: 2011.07.18 16:28:19 -0500

Construction plans will require
 based on amendment stated in LOC
 3.8.3 F (August 2011)

ALL LOTS IN THIS BLOCK ARE TO BE CONVEYED TO THE CITY OF CORPUS CHRISTI. THE CITY OF CORPUS CHRISTI WILL BE RESPONSIBLE FOR THE GRADING AND PAVING OF ALL LOTS IN THIS BLOCK. THE CITY OF CORPUS CHRISTI WILL BE RESPONSIBLE FOR THE GRADING AND PAVING OF ALL LOTS IN THIS BLOCK. THE CITY OF CORPUS CHRISTI WILL BE RESPONSIBLE FOR THE GRADING AND PAVING OF ALL LOTS IN THIS BLOCK.

LEGEND

	CENTERLINE
	SEWER
	WATER
	UTILITY
	EXISTING
	PROPOSED

Exhibit 3



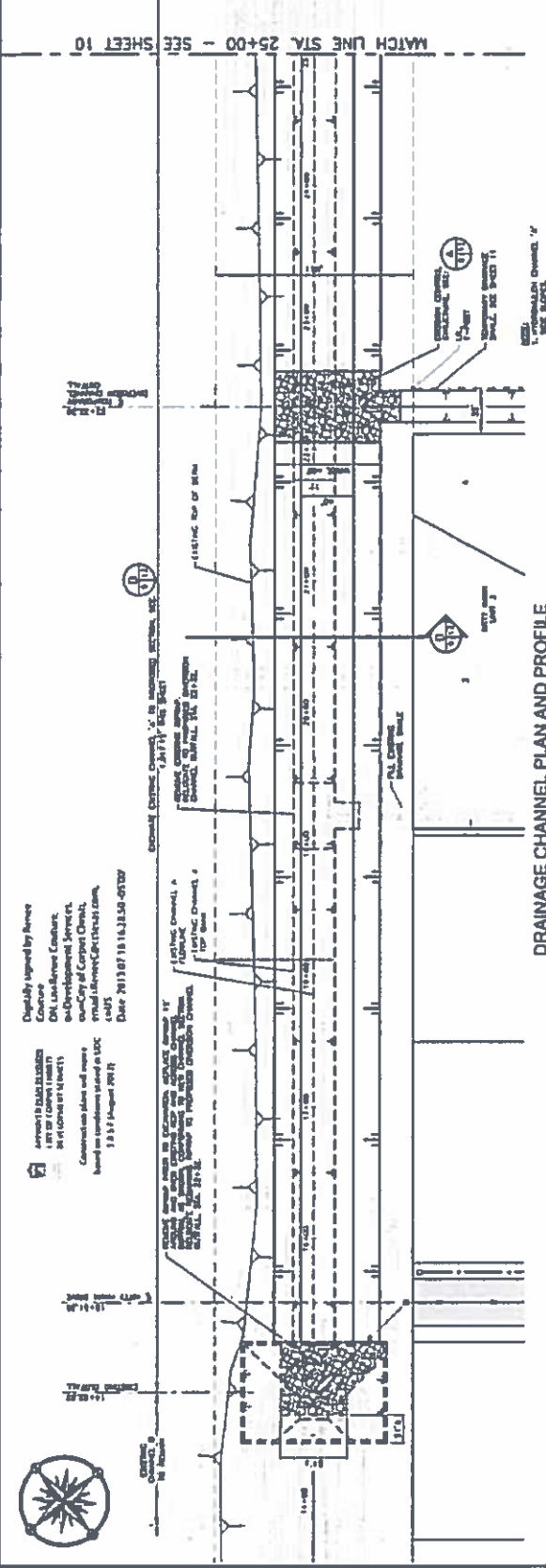
NO.	DATE	REVISIONS



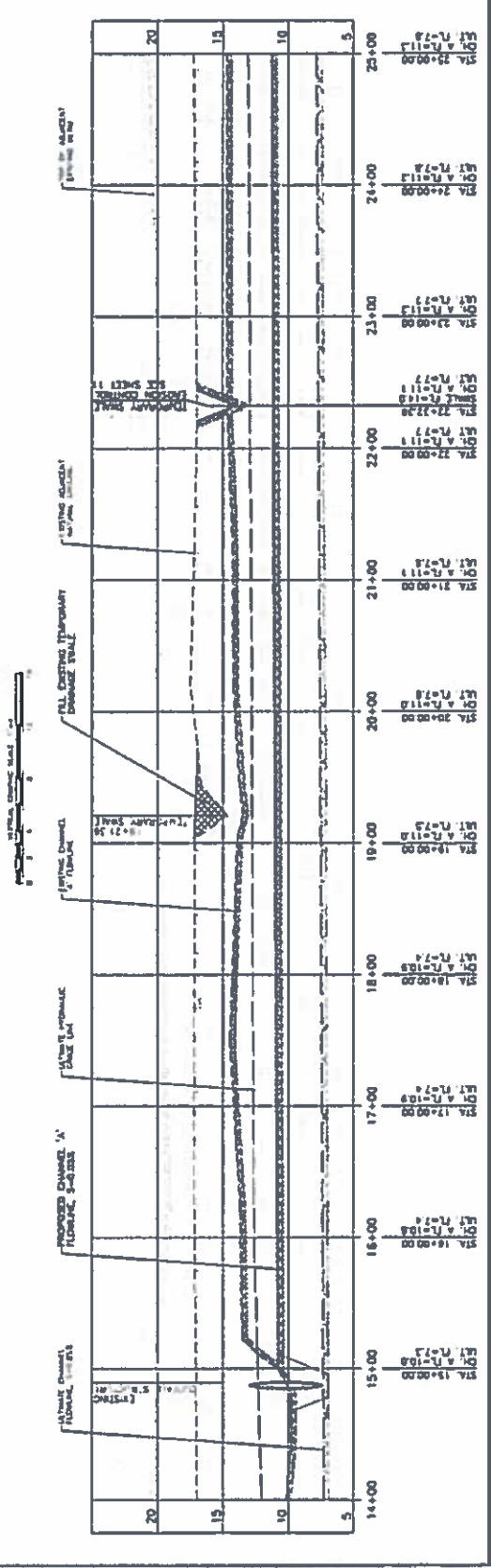
**KITTY HAWK
UNITS 2 & 3
EAST CHANNEL 'A'
PLAN & PROFILE**

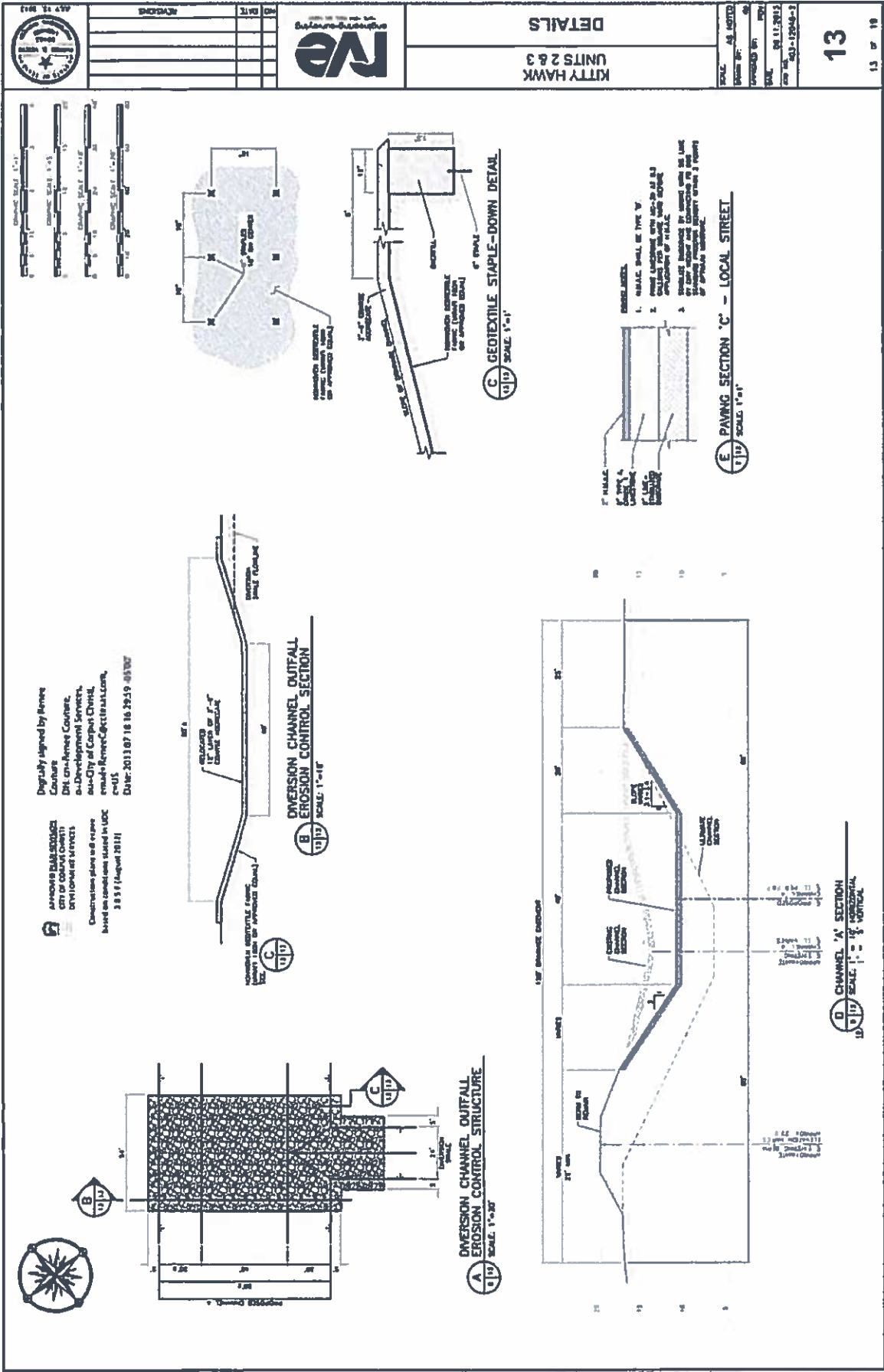
SCALE: AS NOTED
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JOB NO. 201-111813

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10



DRAINAGE CHANNEL PLAN AND PROFILE





**KITTY HAWK UNITS II & III
UNIT PRICE BASIS OF BID**

PART A - GENERAL

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A1	General & Mobilization, complete and in place per Lump Sum.	1	LS	\$ 42,081.50	\$ 42,081.50
A2	Payment & Performance Bonds, complete and in place per Lump Sum.	N/A	LS	N/A	N/A
A3	Storm Water Pollution Prevention Plan, complete and in place per Lump Sum.	1	LS	\$ 500.00	\$ 500.00
A4	Ozone Action Days, complete and in place per Day.	1	DAY	\$ 1,000.00	\$ 1,000.00
A5	Construction Entrance, complete and in place per Each.	N/A	EA	N/A	N/A
A6	Silt Fence, complete and in place per Linear Foot.	2,500	LF	\$ 3.05	\$ 7,625.00
TOTAL PART A - GENERAL					\$ 51,206.50

PART B - KITTY HAWK UNIT II EARTHWORK

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B1	Clear and Grub, complete and in place per Acre.	4.6	AC	\$ 1,595.00	\$ 7,337.00
B2	Street Excavation, Place Spoils on Lots, complete and in place per Cubic Yard.	331	CY	\$ 3.70	\$ 1,224.70
B3	Channel 'A' Excavation, Place Spoils on Lots, complete in place per Cubic Yard	8,810	CY	\$ 3.05	\$ 26,870.50
B4	Diversion Channel Excavation, Place Spoils on Adjacent Berm	1,546	CY	\$ 3.60	\$ 5,565.60
B5	Lot Grading (Embankment - Includes Spreading Street and Channel 'A' excavation material on Lots), complete and in place per Cubic Yard.	9,061	CY	\$ 2.55	\$ 23,105.55
B6	Channel 'A' Berm (Embankment - Includes Spreading Channel 'A' excavation material on Berm), complete and in place per Cubic Yard.	N/A	CY	N/A	N/A
B7	Diversion Channel Berm (Embankment - Includes Spreading Diversion Channel excavation material on Berm), complete and in place per Cubic Yard.	1,626	CY	\$ 2.65	\$ 4,308.90
B8	Site Finish Grading	4.6	AC	\$ 1,225.00	\$ 5,635.00
B9	Channel 'A' Banks & Berm Wood Cellulose Fiber Hydroseed Re-Vegetation (Does Not Include Continued Watering), complete in place per Square Yard	4,386	SY	\$ 1.05	\$ 4,605.30
B10	Relocate Existing Rock Rip-rap, complete and in place per Lump Sum.	1	LS	\$ 9,485.00	\$ 9,485.00
TOTAL PART B - KITTY HAWK UNIT II EARTHWORK					\$ 88,137.55

PART C - KITTY HAWK UNIT II STREET IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
C1	Subgrade Preparation including 8" Lime Stabilized Subgrade (1' B.O.C.), complete and in place per Square Yard.	1,145	SY	\$ 8.60	\$ 9,847.00
C2	8" Type A, Grade I Crushed, Limestone Base per TxDOT Std. Spec. Item No. 247 (1' B.O.C.), complete and in place per Square Yard.	1,145	SY	\$ 16.70	\$ 19,121.50
C3	Prime Coat (0.2 Gallons/SY), complete and in place per Gallon.	229	GAL	\$ 6.80	\$ 1,557.20
C4	2" Type 'D' HMAC, complete and in place per Square Yard.	1,099	SY	\$ 16.85	\$ 18,518.15
TOTAL PART C - KITTY HAWK UNIT II STREET IMPROVEMENTS					\$ 49,043.85

LEGAL DESCRIPTION: Kitty Hawk Unit 2, being 5.267 acres out of a 298.716 acre tract of land out of the South Half of Section 31 and the North Half of Section 32, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas.

Engineering - Surveying

820 Buffalo St., Corpus Christi, Texas 78401-2216

phone: 361.887.8851

RVE, Inc.

•

e-mail: rve@rve-inc.com

TBPE Firm Reg. No. F-2037

P.O. Box 2927, Corpus Christi, Texas 78403-2927

• website: www.rve-inc.com

**KITTY HAWK UNITS II & III
UNIT PRICE BASIS OF BID**

PART D - KITTY HAWK UNIT II WATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
D1	6" C900 PVC Waterline (Incl. Horizontal and Vertical Bends), complete and in place per Linear Foot.	470	LF	\$ 32.55	\$ 15,298.50
D2	Connect to Existing 6" Waterline, complete and in place per Each.	1	EA	\$ 1,954.45	\$ 1,954.45
D3	6" Gate Valve & Box, complete and in place per Each.	1	EA	\$ 1,563.55	\$ 1,563.55
D4	6" 45° Bend	1	EA	\$ 651.50	\$ 651.50
D5	6" 22.5° Bend	1	EA	\$ 651.50	\$ 651.50
D6	12"x12"x6" Tee	1	EA	\$ 1,042.35	\$ 1,042.35
D7	Fire Hydrant Assembly (Incl. 6"x6" Tee, 6" GV&B and 6" D.I. Lead), complete and in place per Each.	1	EA	\$ 5,472.45	\$ 5,472.45
D8	New Short Double Water Service (Incl. Meter Box, but No House Connection/Meter), complete and in place per Each.	1	EA	\$ 1,302.95	\$ 1,302.95
D9	New Long Double Water Service (Incl. Meter Box, but No House Connection/Meter), complete and in place per Each.	1	EA	\$ 1,563.55	\$ 1,563.55
D10	6" Test Riser Assembly, complete and in place per Each	1	EA	\$ 781.80	\$ 781.80
TOTAL PART D - KITTY HAWK UNIT II WATER IMPROVEMENTS					\$ 30,282.60

PART E - KITTY HAWK UNIT II OFF-SITE WATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
E1	12" C900 PVC Waterline (Incl. Horizontal and Vertical Bends), complete and in place per Linear Foot.	415	LF	\$ 52.10	\$ 21,621.50
E2	Trench Safety, complete and in place per Linear Foot.	415	LF	\$ 2.60	\$ 1,079.00
E3	Connect to Existing 12" Waterline, complete and in place per Each.	1	EA	\$ 2,345.35	\$ 2,345.35
E4	12" Gate Valve & Box, complete and in place per Each.	1	EA	\$ 3,908.90	\$ 3,908.90
E5	12" Test Riser Assembly, complete and in place per Each.	2	EA	\$ 1,042.35	\$ 2,084.70
TOTAL PART E - KITTY HAWK UNIT II OFF-SITE WATER IMPROVEMENTS					\$ 31,039.45

LEGAL DESCRIPTION: Kitty Hawk Unit 2, being 5.267 acres out of a 298.716 acre tract of land out of the South Half of Section 31 and the North Half of Section 32, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas.

Engineering - Surveying
820 Buffalo St., Corpus Christi, Texas 78401-2216
phone: 361.887.8851 • fax: 361.887.8855

RVE, Inc.

• e-mail: rve@rve-inc.com

TBPE Firm Reg. No. F-2037

• P.O. Box 2927, Corpus Christi, Texas 78403-2927

• website: www.rve-inc.com

**KITTY HAWK UNITS II & III
UNIT PRICE BASIS OF BID**

PART F - KITTY HAWK UNIT III EARTHWORK

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
F1	Clear and Grub, complete and in place per Acre.	4.4	AC	\$ 1,595.00	\$ 7,018.00
F2	Existing Cul-de-sac Demolition, complete	636	SY	\$ 7.50	\$ 4,770.00
F3	Street Excavation, Place Spoils on Lots, complete and in place per Cubic Yard.	59	CY	\$ 3.70	\$ 218.30
F4	Channel 'A' Excavation, Place Spoils on Lots, complete in place per Cubic Yard	10,939	CY	\$ 3.05	\$ 33,363.95
F5	Lot Grading (Embankment - Includes Spreading Street and Channel 'A' excavation material on Lots), complete and in place per Cubic Yard.	10,998	CY	\$ 2.50	\$ 27,495.00
F6	Channel 'A' Berm (Embankment - Includes Spreading Channel 'A' excavation material on Berm), complete and in place per Cubic Yard.	N/A	CY	N/A	N/A
F7	Site Finish Grading	4.4	AC	\$ 1,225.00	\$ 5,390.00
F8	Channel 'A' Banks & Berm Wood Cellulose Fiber Hydroseed Re-Vegetation (Does Not Include Continued Watering), complete in place per Square Yard	4,957	SY	\$ 1.00	\$ 4,957.00
F9	Relocate Existing Rock Rip-rap, complete and in place per Lump Sum.	N/A	LS	N/A	N/A
TOTAL PART F - KITTY HAWK UNIT III EARTHWORK					\$ 83,212.25

PART G - KITTY HAWK UNIT III STREET IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
G1	Subgrade Preparation including 8" Lime Stabilized Subgrade (1' B.O.C.), complete and in place per Square Yard	1,079	SY	\$ 9.10	\$ 9,818.90
G2	8" Type A, Grade 1 Crushed, Limestone Base per TxDOT Std. Spec. Item No. 247 (1' B.O.C.), complete and in place per Square Yard.	1,079	SY	\$ 17.20	\$ 18,558.80
G3	Prime Coat (0.2 Gallons/SY), complete and in place per Gallon.	216	GAL	\$ 7.25	\$ 1,566.00
G4	2" Type D' HIMAC, complete and in place per Square Yard.	1,036	SY	\$ 17.20	\$ 17,819.20
TOTAL PART G - KITTY HAWK UNIT III STREET IMPROVEMENTS					\$ 47,762.90

PART H - KITTY HAWK UNIT III WATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
H1	6" C900 PVC Waterline (Incl. Horizontal and Vertical Bends), complete and in place per Linear Foot.	155	LF	\$ 32.40	\$ 5,022.00
H2	Connect to Existing 6" Waterline, complete and in place per Each.	1	EA	\$ 1,944.90	\$ 1,944.90
H3	Fire Hydrant Assembly (Incl. 6"x6" Tee, 6" GV&B and 6" D.I. Lead), complete and in place per Each.	1	EA	\$ 5,445.65	\$ 5,445.65
H4	6" MJ Cap (Including 2" Tap), complete and in place per Each.	1	EA	\$ 777.95	\$ 777.95
H5	2" HDPE Waterline (Incl. Horizontal and Vertical Bends), complete and in place per Linear Foot.	500	LF	\$ 19.45	\$ 9,725.00
H6	2" Corporation Stop, complete and in place per Each.	2	EA	\$ 518.65	\$ 1,037.30
H7	8" x 2" Service Saddle	1	EA	\$ 972.45	\$ 972.45
H8	New Long Double Water Service (Incl. Meter Box, but No House Connection/Meter), complete and in place per Each.	2	EA	\$ 1,555.90	\$ 3,111.80
H9	2" Test Riser Assembly, complete and in place per Each	1	EA	\$ 648.30	\$ 648.30
H10	6" Test Riser Assembly, complete and in place per Each	1	EA	\$ 777.95	\$ 777.95
TOTAL PART H - KITTY HAWK UNIT III WATER IMPROVEMENTS					\$ 29,463.30

LEGAL DESCRIPTION: Kitty Hawk Unit 2, being 5.267 acres out of a 298.716 acre tract of land out of the South Half of Section 31 and the North Half of Section 32, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas.

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website: www.rve-inc.com

12" WATER MAIN EXTENSION COST ESTIMATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" C900 PVC Waterline (Incl. Horizontal and Vertical Bends), complete and in place per Linear Foot.	415	LF	\$ 52.10	\$ 21,621.50
2	Trench Safety, complete and in place per Linear Foot.	415	LF	\$ 2.60	\$ 1,079.00
3	Connect to Existing 12" Waterline, complete and in place per Each.	1	EA	\$ 2,345.35	\$ 2,345.35
4	12" Gate Valve & Box, complete and in place per Each.	1	EA	\$ 3,908.90	\$ 3,908.90
5	12" Cap with Test Riser Assembly, complete and in place per Each.	2	EA	\$ 1,042.35	\$ 2,084.70
6	Payment Bond	1	LS	\$ 380.00	\$ 380.00

Sub-Total - 12" Water Main Extension	\$ 31,419.45
7.5% Engineering Fee	\$ 2,356.46
TOTAL - 12" Water Main Extension	\$ 33,775.91
Lot/Acreage Fee (See Exhibit 2a - Application for Waterline Credit)	\$ 3,084.51
Waterline Reimbursement (See Exhibit 2b - Application for Waterline Reimbursement)	\$ 30,691.40

LEGAL DESCRIPTION:

Kitty Hawk Unit 2, being 5.267 acres out of a 298.716 acre tract of land out of the South Half of Section 31 and the North Half of Section 32, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas.

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820 Buffalo St., Corpus Christi, Texas 78401-2216	• P.O. Box 2927, Corpus Christi, Texas 78403-2927	
phone: 361.887.8851	• fax: 361.887.8855	• c-mail: rve@rve-inc.com
		• website: www.rve-inc.com



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: Kitty Hawk Development, Ltd.

STREET: 8230 Staples Street **CITY:** Corpus Christi **ZIP:** 78413

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: John Bratton **Title:** Owner
(Print)

Signature of Certifying Person:  **Date:** 8-22-13

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.