

Ordinance authorizing a Wastewater Lift Station, Gravity and Force Main Line Construction and Reimbursement Agreement for up to \$2,041,201.17 with Mostaghasi Investment Trust to construct a new Wastewater Lift Station, Gravity and Force Main for a proposed residential and commercial development located west of the U.S. Highway 77 (I-69) and County Road 52 Intersection with a completion date of within 24 months; transferring \$372,704.89 from the Water Arterial Transmission and Grid Main Trust Fund, \$83,339.25 from the Water Distribution Main Trust Fund, and \$101,793.65 from the Wastewater Collection Line Trust Fund to the Wastewater Trunk System Trust Fund; appropriating \$1,772,500.78 from the Wastewater Trunk System Trust Fund; transferring of future revenue of \$268,700.39 collectively from Water and Wastewater lot and acreage fees and pro rate fees to the Wastewater Trunk System Trust Fund; authorizing appropriation of \$268,700.39 from the Wastewater Trunk System Trust Fund to reimburse the Developer per the agreement. (District 1)

WHEREAS, the Wastewater Sanitary Sewer Trunk Line Trust Fund was established by Ordinance No. 17396 to encouraging the orderly development of subdivisions within and surrounding the City of Corpus Christi, Texas and is allowed per Texas Local Government Code §395.001(4)(C);

WHEREAS, the City is executing the Wastewater Lift Station, Gravity and Force Main Line Construction and Reimbursement Agreement (Agreement) as trustee of the Wastewater Trust Fund pursuant to UDC §8.5;

WHEREAS, the City is acting as trustee to further its governmental functions of providing water and sewer service;

WHEREAS, the City's participation as Trustee does not create a loan of its credit because Texas Constitution Article 11, Section 3 prohibits the City from becoming a subscriber to the capital of any private corporation or association, or make any appropriation or donation to the same, or in anywise loan its credit;

WHEREAS, execution of the Agreement constitutes a promise to pay only to the extent that the assets and future assets of the trust are sufficient for such purpose and that any judgment will only be satisfied out of the assets of the trust and not out of the City's assets and the City is excluded from personal liability;

WHEREAS, the Wastewater Trunk System Trust Fund does not currently have sufficient funds to fully reimburse Developer/Owner for Wastewater Improvements under the Agreement;

WHEREAS, UDC 8.5.2.E.4.d. provides: A lift station construction and reimbursement agreement must be approved by the City Council before the developer starts construction. Reimbursement only shall be made when monies are available in and appropriated from the Wastewater Trunk System Trust Fund. The order of reimbursement will be determined according to the date the waste water lift station construction and reimbursement agreement is approved by the City Council.; and

WHEREAS, the Agreement approved herein will be first in line in the order for reimbursement from the Wastewater Trunk System Trust Fund based on the date the agreement is approved by the City Council per UDC 8.5.2.E.

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 a Wastewater Lift Station, Gravity and Force Main Line Construction and Reimbursement Agreement (Agreement), attached hereto, for up to \$2,041,201.17 with Mostaghasi Investment Trust

for the construction and installation of a new Wastewater Lift Station, Gravity and Force Main Line within 24 months for the development of the approved preliminary platted property known as River Ridge Unit 4, Corpus Christi, Texas.

SECTION 2. In the event of project delay, the City Manager or designee is authorized to execute an extension of the Agreement for a period not to exceed a period of 12 months.

SECTION 3. Funding in the amount of \$372,704.89 is transferred from the No. 4030-21805-777 Water Arterial Transmission and Grid Main Trust to the No.4220-21800-777 Wastewater Trunk System Trust Fund.

SECTION 4. Funding in the amount of \$83,339.25 is transferred from the No. 4030-21806-777 Water Distribution Main Trust to the No.4220-21800-777 Wastewater Trunk System Trust Fund.

SECTION 5. Funding in the amount of \$101,793.65 is transferred from the No. 4030-21801 Wastewater Collection Line Trust to the No.4220-21800-777 Wastewater Trunk System Trust Fund.

SECTION 6. Funding in the amount of \$1,772,500.78 is appropriated from the No.4220-21800-777 Wastewater Trunk System Trust Fund to reimburse the Developer for the construction of a Wastewater Lift Station, Gravity and Force Main Line, and improvements in accordance with the Agreement.

SECTION 7. The future revenue of the Water Arterial Transmission and Grid Main Trust Fund, Distribution Mains Trust Fund, and Wastewater Collection Line Trust Fund are transferred to the Wastewater Trunk System Trust Fund until \$268,700.39 is appropriated from the No.4220-21800-777 Wastewater Trunk System Trust Fund by way of water and wastewater lot and acreage fees and pro-rata fees being deposited into the Wastewater Trunk System Trust Fund until \$268,700.39 is appropriated from the No.4220-21800-777 Wastewater Trunk System Trust Fund in accordance with Section 8 of this ordinance.

SECTION 8. The City Manager or designee is authorized to appropriate \$268,700.39 from the No.4220-21800 Wastewater Trunk System Trust Fund as fund become available to reimburse the Developer for the construction of a Wastewater Lift Station, Gravity and Force Main Line, and improvements in accordance with the Agreement.

SECTION 9. This ordinance takes effect upon passage.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor

WASTEWATER LIFT STATION, GRAVITY AND FORCE MAIN LINE CONSTRUCTION AND REIMBURSEMENT AGREEMENT

This Wastewater Lift Station, Gravity and Force Main Line Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and The Mostaghasi Investment Trust, a Texas Sole Proprietor, dba Sun George Contracting Company.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on December 9, 2020 to develop a tract of land, to wit approximately 38.75 acres known as Preliminary River Ridge Unit 4, Lot 6 Block 1 and approximately 2,700 linear feet west of U.S. 77 and County Road 52 intersection, on the north side of County Road 52 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 Wastewater Lift Station, Gravity and Force Main Line ("Wastewater Improvements");

WHEREAS, under the UDC, the Developer/Owner is eligible for reimbursement of the Developer/Owner's costs for the construction of Wastewater Improvements;

WHEREAS, it is to the best interest of the City that the Wastewater Improvements be constructed to its ultimate capacity under the City's applicable Master Plan;

WHEREAS, Section 8.5.2.E. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when funds become fully available in the Wastewater Trunk System Trust Fund and are appropriated by the City Council;

WHEREAS, the Developer/Owner has submitted an application for reimbursement of the costs from the Wastewater Trunk System Trust Fund for installing the Wastewater Improvements, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement;

WHEREAS, the Wastewater Trunk System Trust Fund does not currently have sufficient funds to fully reimburse Developer/Owner for Wastewater Improvements; and

WHEREAS, Developer/Owner may be paid when assets of the Wastewater Trunk System Trust Fund are sufficient, authorized for such purpose, and Developer/Owner has priority per UDC §8.5.2. E.

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

1. TRUSTEE LIABILITY.

- a. The City is executing this agreement as trustee of the Wastewater Trust Fund pursuant to UDC §8.5. The City is acting as trustee to further its governmental functions of providing water and sewer service. Texas Constitution Article 11, Section 3 prohibits the City from becoming a subscriber to the capital of any private corporation or association, or make any appropriation or donation to the same, or in anywise loan its credit. As such, the City's participation as Trustee does not create a

loan of its credit. Execution of this agreement constitutes a promise to pay only to the extent that the assets and future assets of the trust are sufficient for such purpose and it is expressly agreed that any judgment will only be satisfied out of the assets of the trust and not out of the City's assets. The City is excluded from personal liability.

- b. The Wastewater Sanitary Sewer Trunk Line Trust Fund was established by Ordinance No. 17396 to encouraging the orderly development of subdivisions within and surrounding the City of Corpus Christi, Texas and continues pursuant Texas Local Government Code §395.001(4)(C). The revenue generated for funding and continuation of the Wastewater Sanitary Sewer Trunk Line Trust Fund is subject to legislation of the State of Texas and the City of Corpus Christi. Nothing in this agreement guarantees neither the continuation nor future revenues of the Wastewater Sanitary Sewer Trunk Line Trust Fund. The City is not liable for modification or termination of the Wastewater Sanitary Sewer Trunk Line Trust Fund. The Developer/Owner agrees that any modification or termination of the Wastewater Sanitary Sewer Trunk Line Trust Fund is a legislative action and does not constitute a breach of trust, an act of bad faith, an intentional or reckless indifference to the interest of a beneficiary, or a profit derived by the trustee from a breach of trust.

2. PLANS AND SPECIFICATIONS.

- a. Developer/Owner shall contract with a professional engineer licensed in the State of Texas and acceptable to the City's Development Services Engineer to prepare plans and specifications for the Wastewater Improvements, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following minimum requirements:

1.

A. Sanitary Sewer Lift Station					
1	Bonds, Insurance (2.5%)	1	LS	\$42,500.00	\$42,500.00
2	Mobilization (5%)	1	LS	\$85,000.00	\$85,000.00
3	Existing Lift Station Demolition	1	LS	\$35,000.00	\$35,000.00
4	10' Diam. L.S. Structure (Bottom Slab, Top Slab, Wet Well)	1	LS	\$245,000.00	\$245,000.00
5	Well Pointing for Lift Station	1	LS	\$38,000.00	\$38,000.00
6	Ductile Iron Piping, Fittings, Valves	1	LS	\$98,000.00	\$98,000.00
7	Pumps, Bases, Guide Rails, and Accessories	1	LS	\$180,000.00	\$180,000.00
8	Lift Station Electrical (Electrical Rack and Control Panel)	1	LS	\$120,000.00	\$120,000.00
9	Ultrasonic Flow Meter and 4' Fiberglass Chamber	1	LS	\$18,000.00	\$18,000.00
10	6" PVC Green C-900 Force Main DR 25	100	LF	\$70.00	\$7,000.00
11	Tie New 6" Force Main to Existing 6" Force Main	1	LS	\$5,500.00	\$5,500.00
12	7" Thick Concrete Driveway	1500	SF	\$25.00	\$37,500.00
13	1" HDPE Waterline by Open Cut	125	LF	\$20.00	\$2,500.00
14	Water Meter	1	EA	\$2,000.00	\$2,000.00
15	Tie Proposed 1" HDPE Waterline to Existing Waterline	1	LS	\$1,500.00	\$1,500.00
16	7' Tall PVC Coated Chainlink Fence with Barbed Wire	1	LS	\$30,000.00	\$30,000.00
17	Extend Box Culvert and Safety End Treatment	1	LS	\$45,000.00	\$45,000.00
18	5' Diam. FRP Manhole (22'-24' Deep)	2	EA	\$38,000.00	\$76,000.00
19	5' Diam. FRP Manhole (20'-22' Deep)	2	EA	\$32,000.00	\$64,000.00
20	15" PVC Gravity Line (22'-24' Cut)	110	LF	\$250.00	\$27,500.00
21	12" PVC Gravity Line (22'-24' Cut)	910	LF	\$230.00	\$209,300.00
22	12" PVC Gravity Line (20'-22' Cut)	910	LF	\$220.00	\$200,200.00
23	Pollution Prevention Plan	1	LS	\$12,000.00	\$12,000.00
24	OSHA Trench Protection	1930	LF	\$10.00	\$19,300.00
25	Temporary Traffic Control	1	LS	\$15,000.00	\$15,000.00
26	Wastewater Flow Control at Existing Lift Station	1	LS	\$10,000.00	\$10,000.00
27	NEC Allowance for Electrical Service to Lift Station Site	1	LS	\$35,000.00	\$35,000.00

- b. The plan must be in compliance with the City's master plans.

- c. The plans and specifications must comply with the City's Wastewater Standards Detail Sheets and Standard Specifications.
- c. Before the Developer/Owner starts construction, the plans and specifications must be approved by the City's Development Services Engineer.

3. REIMBURSEMENT.

- a. The cost for the Wastewater Improvements less \$19,998.83 lot/acreage fee credit is \$2,041,201.17. Subject to the conditions for reimbursement from the Wastewater Trunk Line System Trust Fund per the UDC and this Agreement, the City will reimburse the developer, the reasonable actual cost of the Wastewater Improvements up to an amount not to exceed \$2,041,201.17 as shown in the attached Exhibit 4, the contents of such exhibit being incorporated by reference into this Agreement.
- b. Subject to the conditions for reimbursement from the Wastewater Trunk Line System Trust Fund per the UDC and this agreement, the City agrees to reimburse the Developer/Owner on a monthly basis upon invoicing for work performed. The submitted invoice shall be deemed administratively complete by the City prior to payment. The reimbursement will be made no later than 30 days from the date of the City's administrative approval of the invoice. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.
- c. Cost-supporting documentation to be submitted shall include:
 - 1. Summary of Costs and Work Performed on Form provided by the Development Services Department.
 - 2. Contractor and professional services invoices detailing work performed.
 - 3. The first reimbursement request requires submittal of invoices for work performed. Future disbursements shall provide evidence of payment by the developer/owner through a cancelled check or bank ACH for the previous submittal. The final reimbursement request shall require evidence that all invoices to date have been paid.
- d. To be eligible for reimbursement, the work must be constructed 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.
- e. The final 5% of the total contract reimbursement amount will be held as retainage until such time the City issues acceptance of public infrastructure in accordance with Unified Development Code.
- f. 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.

4. PAYMENTS, CREDITS, AND DEFERRED REIMBURSEMENT.

- a. All payments, credits, priority of reimbursement, and deferred reimbursement shall be made in accordance with UDC §8.5. Developer/Owner understands and agrees that if funds are not available in the Wastewater Trunk System Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and Developer/Owner has priority per UDC §8.5.2. Pursuant UDC §8.5.2. E., priority is determined according to the date the reimbursement agreement is approved by the City Council.
- b. Payments will not be paid when funds are not available in the Wastewater Trunk System Trust Fund. Payments may be made when monies are available in and appropriated from the Wastewater Trunk System Trust Fund and the Developer/Owner has priority in accordance with UDC §8.5.2. E.
- c. If the developer is owed funds from the Wastewater Trunk System Trust Fund, the developer will be given credit for lot or acreage fees that are due on subsequent final plats filed with the County Clerk in accordance with UDC §8.5.2. E. The amounts credited will be deducted from the outstanding amounts owed to the developer by the Wastewater Trunk System Trust Fund until the total amount owed has been paid, provided that the lands being platted are within or contiguous to the boundaries of the preliminary plat of the originally developed property, the land will be served by the wastewater trunk line for which the credit was given, and an extension of the trunk line was not required to serve the land.

5. DEVELOPER/OWNER TO COMPLETE IMPROVEMENTS. Developer/Owner shall award a contract and complete the Wastewater Improvements under the approved plans and specifications within 24 months from the date of City Council approval of this agreement.

6. 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:

The Mostaghasi Investment Trust
dba Sun George Contracting Development Co.
Attn: Hossein Mostaghasi
8026 Bar le Doc
Corpus Christi, Texas 78414

- 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.

7. REQUIRED CONSTRUCTION. Developer/Owner shall construct the Wastewater Improvements 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.

8. SITE IMPROVEMENTS. Prior to the start of construction of the Wastewater Improvements, Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Wastewater Improvements. If any of the property needed for the Easements is owned by a third party and the Developer/Owner is unable to acquire the Easements through reasonable efforts, then the City may use its powers of eminent domain to acquire the Easements. Developer will be responsible for cost of acquisition, payable from the reimbursement agreed to in this agreement.

9. PLATTING FEES. Developer/Owner shall pay to the City the required acreage fees and pro-rata fees as required by the UDC.

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

11. 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.

12. 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 by the 40th calendar day after the date of approval by City Council.

- c. Developer/Owner 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/Owner's contractor does not reasonably pursue construction of the Wastewater Improvements under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the Wastewater Improvements, under the approved plans and specifications as provided in section 4 of this agreement.
- f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

13. 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 Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to Developer/Owner, at the address stated in section 5, of the need to perform the obligation or duty, and should 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 Developer/Owner by reducing the reimbursement amount due 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.

14. 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.

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

16. PERFORMANCE AND PAYMENT BONDS. Developer/Owner shall, before beginning the work that is the subject of this Agreement, furnish a performance bond payable to the City of Corpus Christi if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$50,000. Bonds furnished must meet the requirements of Texas Insurance Code 3503, Texas Government Code 2253, and all other applicable laws and regulations. The performance or payment bond must name the City as an obligee. If the Developer/Owner is not an obligor, then Developer/Owner shall be named as a joint obligee. The bond must clearly and prominently display on the bond or on an attachment to the bond:

(1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

(2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

17. DEDICATION OF WASTEWATER IMPROVEMENTS. Upon completion of the construction, dedication of Wastewater Improvements will be subject to City inspection and approval.

18. WARRANTY. Developer/Owner shall fully warranty the workmanship of and function of the Wastewater Improvements and the construction thereof for a period of one year from and after the date of acceptance of the facilities by the City's Director of Engineering Services.

19. INDEMNIFICATION. Developer/Owner covenants to fully indemnify, save and hold harmless the City of Corpus Christi, its officers, employees, and agents, ("indemnitees") against any and all liability, damage, loss, claims, demands suits and causes of action of any nature whatsoever asserted against or recovered from 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/Owner'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/owner 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.

20. 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.

21. DISCLOSURE OF INTEREST. Developer/Owner agrees, in compliance with the Corpus Christi Code of Ordinance Sec. 2-349, to complete, as part of this Agreement, the Disclosure of Interest form attached to this Agreement as **Exhibit 5**.

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

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

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

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

23. CONFLICT OF INTEREST. Developer/Owner agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the

information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

24. 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.

25. 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.

Remainder of page intentionally left blank; signature page to follow.

EXECUTED IN ONE ORIGINAL this _____ day of _____, 20_____.

ATTEST:

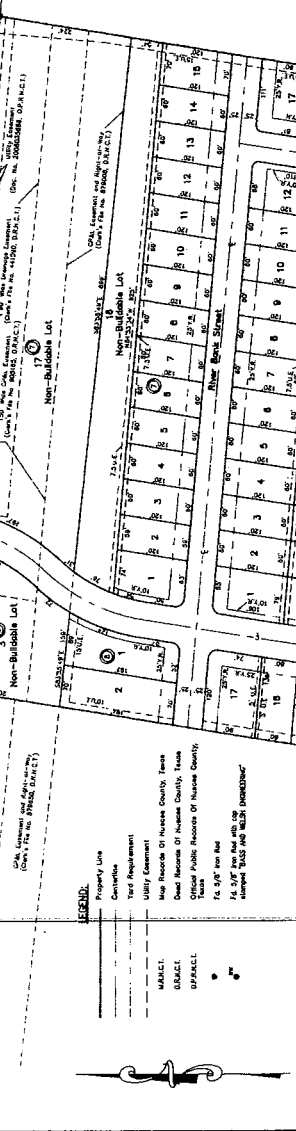
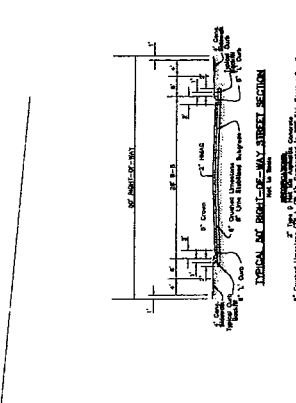
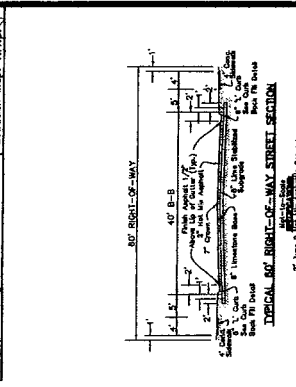
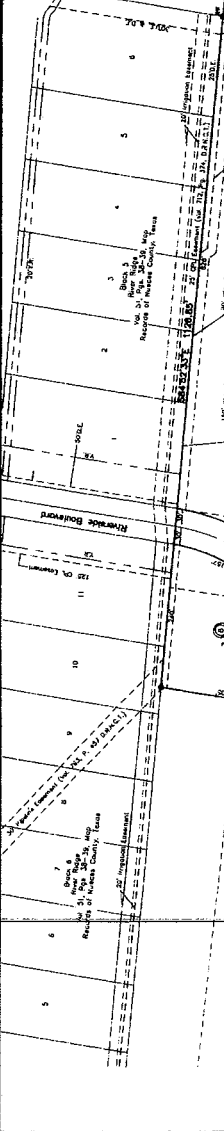
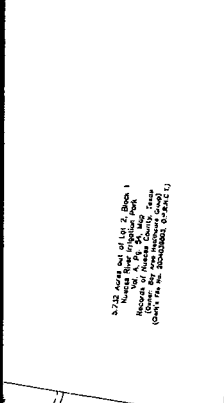
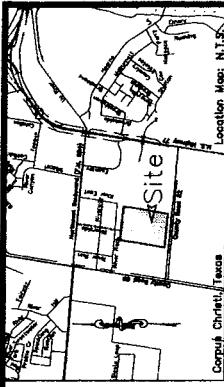
CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Albert J. Raymond III, AIA, CBO
Director of Development Services

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney



NOTES:

- Total platted area contains 38.75 Acres of Land.
- The City of Corpus Christi, Texas, is the owner of the land shown on this plat. The City of Corpus Christi, Texas, is the owner of the land shown on this plat. The City of Corpus Christi, Texas, is the owner of the land shown on this plat.
- Grid Bearings and Distances shown herein are referred to the True North American Datum of 1983 (NAD 83) and are based on the North American Datum of 1983 (NAD 83) Open 2010.00.
- Map Community Pack No. 25347, City of Corpus Christi, Texas, Special Flood Hazard Map.
- The street shown on this plat is subject to the provisions of the Unified Development Code and is subject to change as the zoning of the area changes.
- Wider, Waterable and Park Area shall be paid prior to recordation of the final plat.
- Platted area is currently zoned as R-2.
- Each lot shall conform to the minimum lot width (W) and Lot area (LA) as shown on this plat.
- No driveway shall be shown on this plat. No driveway shall be shown on this plat. No driveway shall be shown on this plat.
- Phasing 1 will be developed upon approval of final plat.
- Phasing 2 Schedule is unknown at this time.

APPROVE
 (Seal of the Planning Commission)
 PLANNING COMMISSION
 (Seal of the City of Corpus Christi, Texas)

PRELIMINARY PLAT
 for
River Ridge Unit 4
 Corpus Christi, Texas

LEGAL DESCRIPTION:
 38.75 Acres of Land, being a portion of Lot 4, Block 1, Avenue River Ridge, a subdivision of 38.75 Acres of Land, more or less, as shown on a plat of the same, recorded in the Public Records of Corpus Christi, Texas, in Volume 10, Page 10, and being a portion of the same, as shown on a plat of the same, recorded in the Public Records of Corpus Christi, Texas, in Volume 10, Page 10, and being a portion of the same, as shown on a plat of the same, recorded in the Public Records of Corpus Christi, Texas, in Volume 10, Page 10.

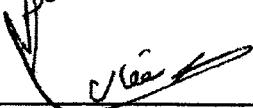
OWNER/DEVELOPER:
 The City of Corpus Christi, Texas
 City of Corpus Christi, Texas
 8026 Bar Le Doe
 Corpus Christi, TX 78414
 (361) 765-4422

ENGINEER:
 Urban Engineering Firm # 145
 2725 Swanton
 Corpus Christi, TX 78404
 (361) 954-3101

RECEIVED
 City of Corpus Christi
 Development Services

APPLICATION FOR WASTE WATER CREDIT

The Mostaghasi Investment Trust, owners and developers of proposed River Ridge Unit 4, whose address is 8026 Bar Le Doc, Corpus Christi, Texas 78414, hereby apply for \$19,998.83 credit towards the waste water acreage fee for the wastewater lift station in conjunction with said subdivision as provided for by City Ordinance No. 17396. \$2,061,200.00 is the construction cost, including 12% Engineering and Surveying, as shown by the cost supporting documents attached herewith.



Hossein Mostaghasi, Trustee
The Mostaghasi Investment Trust

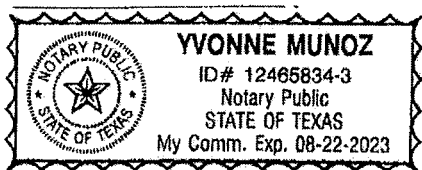
2-3-21

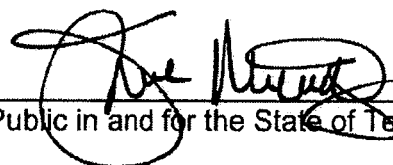
Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on February 4, 2021, by Hossein Mostaghasi, as Trustee of The Mostaghasi Investment Trust, on behalf of the Trust.





Notary Public in and for the State of Texas

APPLICATION FOR WASTE WATER REIMBURSEMENT

The Mostaghasi Investment Trust, owners and developers of proposed River Ridge Unit 4, whose address is 8026 Bar Le Doc, Corpus Christi, Texas 78414, hereby request reimbursement of \$2,041,201.17 (total reimbursement request, less lot acreage fee credit) for the installation of the waste water Lift Station in conjunction with said lot, as provided for by City Ordinance No. 17396. \$2,061,200.00 is the construction cost, including 12% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

[Handwritten Signature]

2-3-21

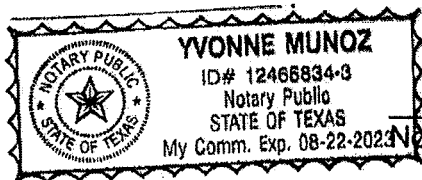
Hossein Mostaghasi, Trustee
The Mostaghasi Investment Trust

Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on February 4, 2021, by Hossein Mostaghasi, as Trustee of The Mostaghasi Investment Trust, on behalf of the Trust.



[Handwritten Signature]

Notary Public in and for the State of Texas

CERTIFICATION

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

- (a) Sufficiency of funds in the Collection Line Trust Fund, and
- (b) Appropriation and approval by the City Council.

Development Services

(Date)

ENGINEER'S ESTIMATE

PROJECT: County Road 52 Lift Station			DATE:	1/7/2021	
Preliminary Engineer's Opinion of Probable Construction Cost			JOB NO.	42879.B9.00	
Item	Description	Quantity	Unit	Unit Price	Total Amount
A. Sanitary Sewer Lift Station					
1	Bonds, Insurance (2.5%)	1	LS	\$42,500.00	\$42,500.00
2	Mobilization (5%)	1	LS	\$85,000.00	\$85,000.00
3	Existing Lift Station Demolition	1	LS	\$35,000.00	\$35,000.00
4	10' Diam. L.S. Structure (Bottom Slab, Top Slab, Wet Well)	1	LS	\$245,000.00	\$245,000.00
5	Well Pointing for Lift Station	1	LS	\$38,000.00	\$38,000.00
6	Ductile Iron Piping, Fittings, Valves	1	LS	\$98,000.00	\$98,000.00
7	Pumps, Bases, Guide Rails, and Accessories	1	LS	\$180,000.00	\$180,000.00
8	Lift Station Electrical (Electrical Rack and Control Panel)	1	LS	\$120,000.00	\$120,000.00
9	Ultrasonic Flow Meter and 4' Fiberglass Chamber	1	LS	\$18,000.00	\$18,000.00
10	6" PVC Green C-900 Force Main DR 25	100	LF	\$70.00	\$7,000.00
11	Tie New 6" Force Main to Existing 6" Force Main	1	LS	\$5,500.00	\$5,500.00
12	7" Thick Concrete Driveway	1500	SF	\$25.00	\$37,500.00
13	1" HDPE Waterline by Open Cut	125	LF	\$20.00	\$2,500.00
14	Water Meter	1	EA	\$2,000.00	\$2,000.00
15	Tie Proposed 1" HDPE Waterline to Existing Waterline	1	LS	\$1,500.00	\$1,500.00
16	7' Tall PVC Coated Chainlink Fence with Barbed Wire	1	LS	\$30,000.00	\$30,000.00
17	Extend Box Culvert and Safety End Treatment	1	LS	\$45,000.00	\$45,000.00
18	5' Diam. FRP Manhole (22'-24' Deep)	2	EA	\$38,000.00	\$76,000.00
19	5' Diam. FRP Manhole (20'-22' Deep)	2	EA	\$32,000.00	\$64,000.00
20	15" PVC Gravity Line (22'-24' Cut)	110	LF	\$250.00	\$27,500.00
21	12" PVC Gravity Line (22'-24' Cut)	910	LF	\$230.00	\$209,300.00
22	12" PVC Gravity Line (20'-22' Cut)	910	LF	\$220.00	\$200,200.00
23	Pollution Prevention Plan	1	LS	\$12,000.00	\$12,000.00
24	OSHA Trench Protection	1930	LF	\$10.00	\$19,300.00
25	Temporary Traffic Control	1	LS	\$15,000.00	\$15,000.00
26	Wastewater Flow Control at Existing Lift Station	1	LS	\$10,000.00	\$10,000.00
27	NEC Allowance for Electrical Service to Lift Station Site	1	LS	\$35,000.00	\$35,000.00
				Contingency (10%)	\$166,100.00
				CONSTRUCTION TOTAL	\$1,826,900.00
				Engineering, Surveying, Staking, Testing (12%)	\$219,300.00
				(8% Engineering, 4% Surveying, Staking, Testing)	
				Geotechnical	\$15,000.00
				GRAND TOTAL	\$2,061,200.00

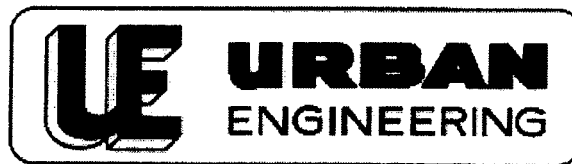
**COUNTY ROAD 52 –
SANITARY SEWER LIFT STATION**

DESIGN MEMORANDUM

DECEMBER 2020



PREPARED BY:



2725 Swantner Drive • Corpus Christi, Texas 78404
Phone: (361) 854-3101

Revised per City
Comments 12/08/20

Job No. 42879.B9.00

TABLE OF CONTENTS

EXECUTIVE SUMMARY

SECTION I INTRODUCTION

SECTION II PROPOSED IMPROVEMENTS

- A. GRAVITY SANITARY SEWER
- B. LIFT STATION
- C. FORCE MAIN

SECTION III GRAVITY PIPE ALIGNMENT

- A. LOCATIONS AND ALIGNMENT FOR PROPOSED SEWER LINES
- B. CROSSINGS

SECTION IV LIFT STATION DESIGN CRITERIA

- A. SERVICE AREA AND SITE SELECTION
- B. DESIGN FLOW
- C. LIFT STATION DESIGN
- D. STORAGE CAPACITY

SECTION V BASIS OF DESIGN

- A. PROPOSED COUNTY ROAD 52 LIFT STATION FLOWS

SECTION VI WORK PLAN

SECTION VII CONSTRUCTION REQUIREMENTS

EXHIBIT

EXECUTIVE SUMMARY

The following is the Executive Summary for the plan submission for the County Road 52 Sanitary Sewer Lift Station. This project involves the installation of one sanitary sewer duplex lift station, gravity sanitary sewer, and 6" force main.

In Calallen, approximately 1,000 linear feet to the west of the U.S. Highway 77 (I-69) and County Road 52 intersection there are two existing sanitary sewer lift stations, the Highway 77 Lift Station and the Oak Shadow Lift Station. The Highway 77 Lift Station is a small lift station that has been active for many years and is maintained by the City of Corpus Christi. The Highway 77 Lift Station is a duplex lift station with 3 horsepower pumps that pump approximately 50 gallons per minute (gpm).

The Oak Shadow Lift Station is a private lift station that was installed to serve a development that was never built. The Oak Shadow Lift Station was built in 2017 and the lift station is not in service. The Oak Shadow Lift Station is a duplex lift station with 7.5 horsepower pumps designed to pump 325 gpm. The City of Corpus Christi does not maintain the Oak Shadow Lift Station since it is private. The pumps for the Oak Shadow Lift Station are not at the lift station site, they are stored in a Contractor's warehouse.

There is a proposed subdivision to be located approximately 2,700 linear feet to the west of the U.S. Highway 77 and County Road 52 intersection, on the north side of County Road 52. There is also a proposed apartment complex located at the southwest corner of the U.S. Highway 77 and County Road 52. Currently there is no gravity sanitary sewer in this area to serve the proposed developments. The Highway 77 Lift Station and the Oak Shadow Lift Station do not have the depth or capacity to serve the proposed subdivision and proposed apartment complex. There is a 6" diameter sanitary sewer force main that goes from the existing Oak Shadow Lift Station to a gravity sanitary sewer manhole near the Wildcat Drive and Northwest Boulevard intersection. The manhole is approximately 3,000 linear feet to the north of the proposed County Road 52 lift station site.

~~Once the new County Road 52 Master Plan Lift Station is built and in service, the~~
existing Highway 77 Lift Station will be taken out of service and will be replaced by the new County Road 52 Master Plan Lift Station. There is an existing private lift station,

across County Road 52 from the new lift station, that is associated with an apartment development. This private lift station has not been put into service at this time and is currently outside city limits (OCL). We recommend that city staff work with the developer of this tract to encourage annexation and ultimately tying in gravity sanitary sewer service and eliminating the need for the private lift station.

In order to serve the proposed subdivision and apartment complex, a new deeper and greater capacity lift station will need to be built. The proposed County Road 52 Lift Station will be a duplex and have a 10' diameter x 32' deep fiberglass wet well. Design of the proposed lift station will follow criteria established by TCEQ in TAC 30 Chapter 217 and will conform to the City of Corpus Christi standards for lift station construction. A basis of design including size, capacity and pumps is included in Section IV of this Design Memorandum.

The proposed lift station will have 6" diameter discharge header piping and will pump into the existing 6" diameter force main. Approximately 100' of new 6" force main will have to be installed in order to tie in to the existing force main. Design of the force main will follow criteria established by TCEQ in TAC 30 Chapter 217. Material for the force main line will be PVC (Green, C-900, DR 25, pressure class 165 psi). Pipe embedment and trench backfill will conform to applicable City of Corpus Christi standards.

The proposed project will include approximately 200 linear feet of 15" diameter gravity sanitary sewer, 1,900 linear feet of 12" diameter gravity sanitary sewer, and 600 linear feet of 8" diameter gravity sanitary sewer to be built at master plan depths (City of Corpus Christi Wastewater Collection Master Plan, Allison WWTP Service Area).

Section I - INTRODUCTION

A. PURPOSE

The purpose of this project is to construct sanitary sewer infrastructure to serve a planned subdivision and apartment complex. The proposed sanitary sewer infrastructure includes gravity sanitary sewer line, a duplex lift station, and 6" force main.

There is a proposed apartment complex and a proposed subdivision along County Road 52. Currently there are no gravity sanitary sewer lines in this area. There are two existing lift stations which include the Highway 77 Lift Station and the private Oak Shadow Lift Station. The Highway 77 Lift Station is not deep enough, does not have the pump capacity to serve the proposed developments, and is not compliant with the Master Plan. The private Oak Shadow Lift Station has not been placed in service and the property remains undeveloped at this writing. However, it is anticipated that this property will develop as apartments in the near future and we recommend staff work with the developer to annex the property and provide gravity sanitary sewer service to the tract eliminating the need for the private lift station.

There currently is a wastewater collection Master Plan for this area. As part of the collection plan there is a proposed lift station. In order to serve the proposed developments, the proposed County Road 52 Lift Station will be installed and will replace the existing Highway 77 Lift Station. Also as part of the proposed improvements, a segment of the permanent gravity sanitary sewer will be constructed and will flow into the proposed County Road 52 Lift Station.

The proposed improvements as part of this project will provide sanitary sewer service to not only the proposed subdivision and apartment complex, but will also serve future developments along County Road 52.

Section II - PROPOSED IMPROVEMENTS

A. GRAVITY SANITARY SEWER

1. 15", 12", and 8" diameter PVC

All proposed PVC gravity lines will be installed at master plan depths.

2. Manholes

Manholes for this project will be spaced at a maximum of 500' apart per TCEQ Chapter 217 requirements. The manholes less than 14' deep will be 4' diameter. The manholes 14' and deeper will be 5' in diameter. Manhole wall thickness and construction will conform to City of Corpus Standard Details and Specifications.

B. LIFT STATION

1. Pumps and Accessories

The proposed County Road 52 lift station is a duplex lift station, two pumps will be installed. One pump will handle the design flow and the other pump will serve as a backup. The lift station will have 60 horsepower pumps.

2. Wet Well

The proposed wet well will be 10' in diameter and approximately 32' deep and will be made of fiberglass.

3. Lift Station Discharge Piping and Valves (above ground)

For ease of maintenance, the proposed lift station valves will be installed above ground. All above ground discharge piping will be constructed with ductile iron pipe, fittings, and valves.

4. Wet Well Ventilation

The proposed lift station will have passive ventilation per TCEQ Chapter 217 Regulations. The passive ventilation will consist of a 6" PVC pipe with a stainless steel bird screen.

5. Flow Meter

The proposed lift station will include a flow meter to measure flow through the discharge piping. The flow meter will be installed in a fiberglass manhole adjacent to the lift station wet well downstream of the above ground discharge piping.

6. Odor Control

Due the semi-rural location of the proposed lift station, no odor control systems will be installed at the lift station site.

7. Miscellaneous Site Improvements

The proposed lift station will have a 6' tall wood picket fence with three strands of barbed wire. There will be a 3' wide personnel gate and a 12' wide main gate to allow for vehicular entry. The lift station will include a 12' wide concrete driveway that will be installed between the County Road 52 edge of pavement and the top slab of the lift station wet well.

C. FORCE MAIN

1. Force Main Piping

The proposed lift station will have approximately 75' of 6" PVC force main (green, C-900, DR 25, pressure class 165 psi). The proposed force main will tie the new lift station to the existing 6" PVC force main that is currently in service. The proposed 6" force main will be installed with a minimum of 3'-0" of ground cover.

Section III - GRAVITY PIPE ALIGNMENT

A topographic survey will be performed to identify existing conditions, utilities and other possible obstructions.

A. LOCATIONS AND ALIGNMENT FOR PROPOSED SEWER LINES

The proposed gravity sewer lines will be installed in both County Right of Way as well as Utility Easements.

B. CROSSINGS

1. Utilities

a. Electrical:

There are overhead electrical lines at various locations along the proposed force main route. To the best of our knowledge, all electrical lines are above ground and will not interfere with the installation of the proposed force main.

b. Telephone and Fiberoptics:

It does not appear that there will be any crossing of underground telephone or fiberoptic lines.

c. Water:

A preliminary investigation indicates that there will one crossing of an existing City 8" waterline.

d. Sewer (Wastewater):

A preliminary investigation indicates that there will not be any crossing of existing sewer lines.

e. Gas Utility:

A preliminary investigation indicates that there will be no crossings of existing City gas lines.

f. ~~Petroleum and Other Petrochemical Lines:~~

A preliminary investigation indicates that there will not be any crossing of existing petroleum or petrochemical lines.

Section IV – LIFT STATION DESIGN CRITERIA

A. SERVICE AREA AND SITE SELECTION

The proposed County Road 52 Lift Station is designed to serve approximately 256 acres of land with various uses and build out rates that include low density residential, high density residential, and commercial development.

The proposed County Road 52 Lift Station will be located approximately 1,000 feet to the west of the U.S. Highway 77 and County Road Intersection. The lift station will be located in an easement outside of the street right of way.

B. DESIGN FLOW

The design flow for the proposed lift station was calculated by determining the land use for the various parcels of land within the lift station service area per the Waste Water Collection System Master Plan, applying the master plan flow rate per land use type and then totaling the flows. A peaking factor of 4 was used and 400 gallons/day/acre was used for infiltration.

C. LIFT STATION DESIGN

The lift station will be designed using the criteria set forth in Chapter 217 of TAC 30. The primary design consideration for lift stations is given to wet well volumes. The wet well will be constructed of fiberglass and will be 10' diameter by approximately 32' deep.

The wet well volume required was calculated using the following formula:

$$V = (T * Q) / (4 * 7.48)$$

where T is the pump cycle time in minutes and Q is the peak flow in gallons per minute. This formula is used to calculate wet well volumes when the pump capacity is equal to the peak flow. Using a pump cycle time of 10 minutes (or 6 pump starts per hour) and a peak flow of 705 gpm, the wet well volume required is 236 cubic feet (or 3.00 vertical feet inside of the 10 foot diameter wet well).

~~The lift station will be designed using Flygt (Xylem) submersible centrifugal pumps.~~

The pump motors will be 3-phase, 460V, 60 Hz.

D. STORAGE CAPACITY

According to TAC 30 Chapter 217, storage capacity must be provided for 20 minutes of peak flow in the event of a power outage to prevent the release of untreated wastewater. This storage can be provided in the wet well volume and influent gravity line collection system.

Section V - BASIS OF DESIGN

Per the existing Master Plan, the proposed County Road 52 Master Plan is shown to have the following:

Phase 1 Firm Capacity – 121 gpm

Phase 2 Firm Capacity – 791 gpm

Buildout Firm Capacity – 10,497 gpm

The Phase 1 capacity is not applicable since it is less than the flow produced by proposed developments.

The proposed County Road 52 Lift Station will be designed to utilize the maximum capacity of the existing 6" force main. With a maximum velocity of 8 feet per second, the capacity of the existing 6" force main is 705 gpm. The proposed County Road 52 Lift Station will be designed to pump 705 gpm through the existing 6" force main.

For the ultimate buildout capacity of 10,497 gpm, a new wastewater system capable of handling these large flows would be required.

PROPOSED COUNTY ROAD 52 LIFT STATION

Total Flow = 705 gpm

Pumping Condition = 151 feet total dynamic head

Pump = 60 horsepower

Section VI - WORK PLAN

A. SURVEYS AND PLAN PREPARATION

1. Datum

All work on this project (surveys, plans) will be on the Texas State Plane Coordinate System, NAD 83, South Zone (City Standard Datum).

2. Ground Surveys

Ground elevations and validation of general land features shall be made to determine trench depths, utility locations and other obstructions. Specific areas of concern such as major channels and street crossings will require more than the normal surveys to identify topographic variations and other sub-surface structures.

3. Drawings

Drawings will be completed in accordance with the City of Corpus Christi's Standards, properly coordinated with the project specifications and other details and arranged in such a fashion as to allow the Contractor to accurately estimate the cost of the project and construct it.

All drawings will be produced electronically using a computer aided drafting design (CADD) package.

Horizontal and Vertical Scale: The scale recommended and utilized on this project shall be 1"= 40' horizontal, 1" = 4' vertical.

All pipeline plan and profile sheets will be so arranged as to read from left to right with the project beginning at the proposed lift station.

Where possible, plan views will be oriented with the north to either the top or left of the sheet.

Section VII - CONSTRUCTION REQUIREMENTS

A. DISPOSAL OF EXCESS SITE EXCAVATION MATERIAL

All excess excavation material shall be disposed of by the Contractor. Provisions shall be provided in the Contract Documents to direct the Contractor in proper disposal of contaminated soil.

B. RESTORATION

Fields and ditches shall be seeded or sodded to prevent erosion.

All driveways and pavements shall be repaired.

C. STORM WATER POLLUTION PREVENTION PLAN

A storm water pollution prevention plan shall be incorporated into the Contractor's work plan to minimize pollution entering the storm sewers along the project (including open drainage ditches). Specific emphasis shall be made near street intersections and large drainage facilities where access to and from the work area shall be critical.

D. EROSION CONTROL

There are no specific areas where the force main installation shall cause erosion of property. Therefore, no specific erosion control measures are recommended, beyond the City Standard Stormwater Pollution Prevention Plan.

E. TRAFFIC CONTROL PLAN

A Traffic Control Plan will be provided in accordance with standard City specifications and latest edition of the Texas Uniform Manual on Traffic Control Devices.

Exhibit



July 28, 2020

Parcels 2019

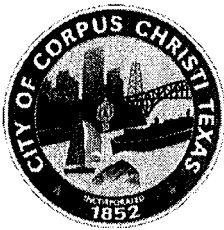
1:9,600

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS,

Urban Engineering



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: The Mostaghasi Investment Trust
STREET: 8026 Bar Le Doc CITY: Corpus Christi, Texas ZIP: 78414
FIRM is: Corporation Partnership Sole Owner Association Other Trust

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></u>
<u></u>	<u></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></u>
<u></u>	<u></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></u>
<u></u>	<u></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></u>
<u></u>	<u></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: Hossein Mostaghasi Title: Trustee
(Print Name)

Signature of Certifying Person: Date: 2-2-21