

ORDINANCE AUTHORIZING CITY MANAGER OR DESIGNEE TO EXECUTE A WATER ARTERIAL AND GRID MAIN CONSTRUCTION AND REIMBURSEMENT AGREEMENT (“AGREEMENT”) WITH GRANGEFIELD DEVELOPMENT, LLC (“DEVELOPER”), FOR THE CONSTRUCTION OF A WATER ARTERIAL TRANSMISSION AND GRID MAIN LINE AND APPROPRIATING \$16,574.50 FROM THE NO. 4030 ARTERIAL TRANSMISSION AND GRID MAIN TRUST FUND TO REIMBURSE THE DEVELOPER IN ACCORDANCE WITH THE AGREEMENT.

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

SECTION 1. The City Manager, or his designee, is authorized to execute the attached water arterial transmission and grid main construction and reimbursement agreement (“Agreement”), attached hereto, with Grangefield Development, LLC (“Developer”), for the extension of a 12-inch water arterial transmission and grid main line, including all related appurtenances, for the development of Grange Park Unit 1 Subdivision, Corpus Christi, Nueces County, Texas.

SECTION 2. Funding in the amount of \$16,574.50 is appropriated from the No. 4030 Arterial Transmission and Grid Main Line Trust Fund to reimburse the Developer for the construction of the water arterial transmission and grid main line improvements in accordance with the Agreement.

The foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 20____, by the following vote:

Nelda Martinez	_____	Brian Rosas	_____
Rudy Garza	_____	Lucy Rubio	_____
Chad Magill	_____	Mark Scott	_____
Colleen McIntyre	_____	Carolyn Vaughn	_____
Lillian Riojas	_____		

The foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, 20____, by the following vote:

Nelda Martinez	_____	Brian Rosas	_____
Rudy Garza	_____	Lucy Rubio	_____
Chad Magill	_____	Mark Scott	_____
Colleen McIntyre	_____	Carolyn Vaughn	_____
Lillian Riojas	_____		

PASSED AND APPROVED this the _____ day of _____, 20_____.

ATTEST:

Rebecca Huerta
City Secretary

Nelda Martinez
Mayor

**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 Grangefield Development, LLC ("Developer"), 4322 Lake Superior, 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 Grange Park Unit 1 ("Development"), as shown in **Exhibit 1 (attached and incorporated)**;

WHEREAS, under the UDC and as a condition of such plat of Grange Park Unit 1, 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 existing 12-inch waterline located on the south side of Slough Road at the Northeast corner of Rancho Las Brisas Unit 1 Subdivision for a distance of 350 linear feet in order to extend water grid main along Holly Road 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 on Slough Road for a distance of 400 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 Grange Park Unit 1, 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 350 linear feet of 12-inch PVC waterline pipe.
2. Install two (2) 12-inch tees.
3. Install one (1) 12-inch 90 degree EL.
4. Install one (1) 12-inch cap.
5. Install one (1) 12-inch gate valve with box.
6. Install lump sum traffic control and barricading plan.

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 **June 23, 2016**.

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 **June 23, 2016**.
- 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:

Grangefield Development, LLC
4322 Lake Superior
Corpus Christi, Texas 78413

2. If to the City:

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 **\$16,574.50**. 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 (**Exhibit 5**).
- 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 WATER 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, Grange Park Unit 1, 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 6**.

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 one original, 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 ONE original, *this _____ day of _____, 2015.

SIGNATURES FOUND ON PAGES 9 and 10.

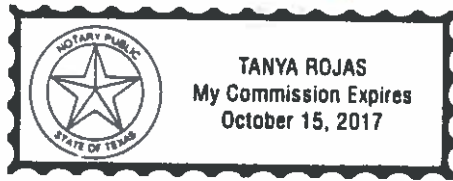
Developer
Grangefield Development, LLC
4322 Lake Superior
Corpus Christi, Texas 78413

By: [Signature]
Jacqueline Azali
Manager

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was signed by Jaqueline Azali, Manager, for Grangefield Development, LLC, and acknowledged before me on the 13 day of May, 2015.

[Signature]
Notary Public, State of Texas



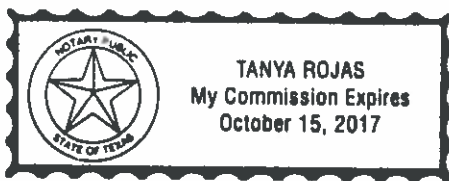
Developer
Grangefield Development, LLC
4322 Lake Superior
Corpus Christi, Texas 78413

By: [Signature]
Alyeh Hatami Fardy
Manager

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was signed by Alyeh Hatami Fardy, Manager, for Grangefield Development, LLC, and acknowledged before me on the 13 day of May, 2015.

[Signature]
Notary Public, State of Texas



CITY OF CORPUS CHRISTI:

ATTEST:

By: _____
Rebecca Huerta
City Secretary

By: _____
Daniel M. Grimsbo
Director, Development Services

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by Rebecca Huerta, City Secretary, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 2015.

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 _____, 2015.

Notary Public, State Of Texas

APPROVED AS TO FORM: This 18th day of May, 2015.

Julian Grant
Julian Grant, Senior Assistant City Attorney
For the City Attorney

STATE OF TEXAS §
COUNTY OF NUECES §

WE, GRANGEFIELD DEVELOPMENT, LLC, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT, SUBJECT TO A LIEN IN FAVOR OF _____, THAT WE HAVE HAD SAID LAND SURVEYED AND SUBDIVIDED AS SHOWN, THAT STREETS AND EASEMENTS AS SHOWN HAVE BEEN HERETOFORE DEDICATED, OR IF NOT PREVIOUSLY DEDICATED, STREETS ARE HEREBY DEDICATED IN FEE SIMPLE AND EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC USE FOREVER, AND THAT THIS PLAT WAS MADE FOR THE PURPOSES OF DESCRIPTION AND DEDICATION.

THIS THE ____ DAY OF _____, 20____.

JACQUELINE AZALLI, MANAGER

ALYEH HATAMI FARDY, MANAGER

STATE OF TEXAS §
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JACQUELINE AZALLI AS MEMBER OF GRANGEFIELD DEVELOPMENT, LLC.

THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ALYEH HATAMI FARDY AS MEMBER OF GRANGEFIELD DEVELOPMENT, LLC.

THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NOTES:

1. THE TOTAL PLATTED AREA IS 9.230 ACRES INCLUDING STREET DEDICATIONS.
2. THE SUBJECT SITE IS IN ZONE A13 (EL 10) AND ZONE "B" ACCORDING TO FEMA MAP, COMMUNITY PANEL 485494 0540 C, REVISED MARCH 18, 1985.
3. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO BAY. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO BAY AS "EXCEPTIONAL" AND "OYSTER WATERS". TCEQ ALSO CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION USE."
4. THE FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 18 INCHES ABOVE THE CENTERLINE OF THE HIGHEST ADJACENT ROADWAY.
5. THE BASIS OF BEARINGS IS THE SOUTHEAST BOUNDARY LINE OF THE SUBJECT SITE, S28°59'42"W AS SHOWN, PARALLEL TO THE NORTHWEST BOUNDARY LINE OF AN 11.483 ACRE TRACT DESCRIBED BY DEED, DOC. NO. 2010027843, O.R., OF WHICH 11.483 ACRE TRACT IS LOCATED ADJACENT TO THE 140' WIDE DRAINAGE ROW TRACT ALONG THE SOUTHEAST BOUNDARY LINE OF THE SUBJECT SITE.
6. SET 5/8" I.R.'S AT ALL CORNERS UNLESS OTHERWISE NOTED.
7. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.

STATE OF TEXAS §
COUNTY OF NUECES §

I, NIXON M. WELSH, REGISTERED PROFESSIONAL LAND SURVEYOR OF BASS & WELSH ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION, IS TRUE AND CORRECT AND THAT WE HAVE BEEN ENGAGED TO SET ALL LOT CORNERS UPON COMPLETION OF SUBDIVISION CONSTRUCTION IMPROVEMENTS WITHOUT DELAY.

THIS THE ____ DAY OF _____, 20____.

NIXON M. WELSH, R. P. L. S.

STATE OF TEXAS §
COUNTY OF NUECES §

WE, _____ (NAME), HEREBY CERTIFY THAT WE ARE THE HOLDERS OF A LIEN ON THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING MAP AND THAT WE APPROVE THE SUBDIVISION AND DEDICATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

BY: _____

TITLE: _____

STATE OF TEXAS §
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ (NAME), _____ (TITLE), OF _____

THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC, IN AND FOR THE
STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF NUECES §

THE FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED BY THE DEPARTMENT OF DEVELOPMENT SERVICES OF THE CITY OF CORPUS CHRISTI, TEXAS

TEMPLE T. WILLIAMSON, P.E.
DEVELOPMENT SERVICES ENGINEER

DATE _____

STATE OF TEXAS §
COUNTY OF NUECES §

THE FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED ON BEHALF OF THE CITY OF CORPUS CHRISTI, TEXAS BY THE PLANNING COMMISSION.

THIS THE ____ DAY OF _____, 20____.

CHAIRMAN
PHILIP J. RAMIREZ, A.I.A., LEED AP

SECRETARY
DANIEL M. GRIMSBO, P.E., A.I.C.P.

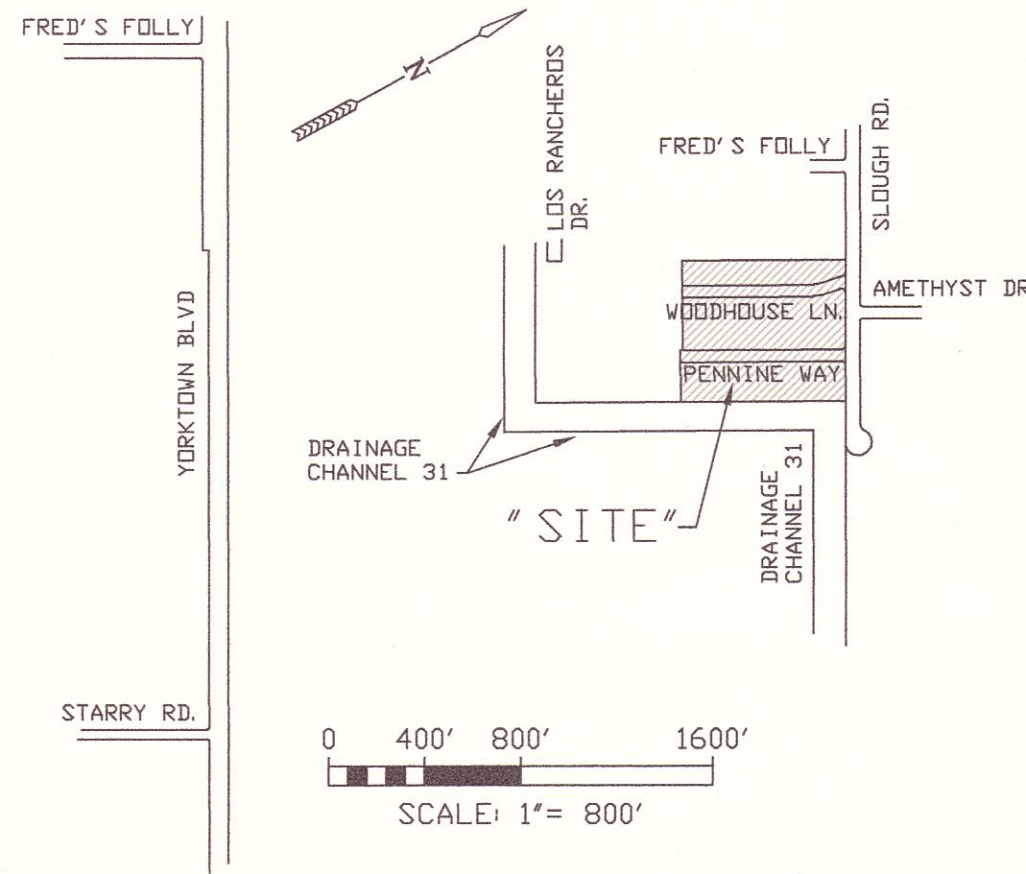
STATE OF TEXAS §
COUNTY OF NUECES §

I, DIANA T. BARRERA, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE ____ DAY OF _____, 20____ WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE THE ____ DAY OF _____, 20____ AT ____ O'CLOCK ____ M., AND DULY RECORDED THE ____ DAY OF _____, 20____ AT ____ O'CLOCK ____ M. IN THE MAP RECORDS OF SAID COUNTY IN VOLUME _____, PAGE _____, INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT IN AND FOR SAID COUNTY AT OFFICE IN CORPUS CHRISTI, NUECES COUNTY, TEXAS, THE DAY AND YEAR LAST WRITTEN.

BY: _____
DEPUTY

DIANA T. BARRERA, CLERK
COUNTY COURT
NUECES COUNTY, TEXAS



LOCATION MAP
1" = 800'



PLAT OF
GRANGE PARK UNIT 1

A 9.230 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF LOT 6, SECT 25, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, A MAP OF WHICH IS RECORDED IN VOLUME "A", PAGES 41 THRU 43, MAP RECORDS, NUECES CO., TX.

CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING
FIRM NO. F-52, 3054 S. ALAMEDA ST.
CORPUS CHRISTI, TEXAS 78404

DATE PLOTTED: 9/9/14
FILE: PLAT-SHT1 AS PLAT
JOB NO.: 13055
SCALE: 1" = 50'
PLAT SCALE: SAME
SHEET 1 OF 2

RANCHO LAS BRISAS
UNIT 2, BLK 11, V. 67,
P. 361 & 362, M.R.

RANCHO LAS BRISAS UNIT 1, BLK 11
V. 66, P. 129 & 130, M.R.

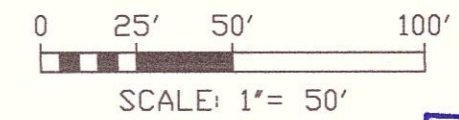
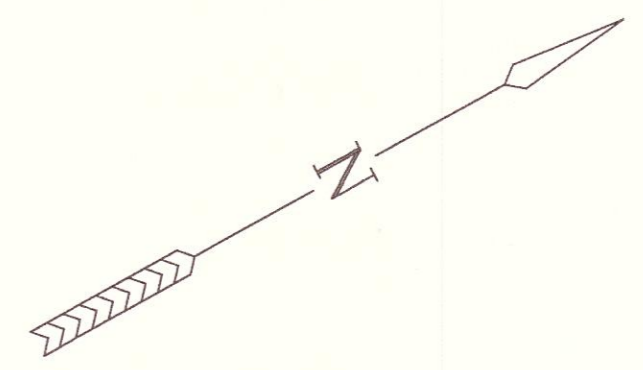
RANCHO LAS BRISAS UNIT 1, BLK 11
V. 66, P. 129 & 130, M.R.

LOT 6, SECT 5, FB&EGT,
V. 4, P. 41-43, M.R.,
GRANGEFIELD DEVELOPMENT, LLC,
DOC. 2013047381, D.R.

37' R TEMPORARY ACCESS EASEMENTS,
DOC. NO. _____,
D.R. THESE EASEMENTS SHALL EXPIRE
WHEN THESE AREAS ARE PLATTED

CURVE DATA:

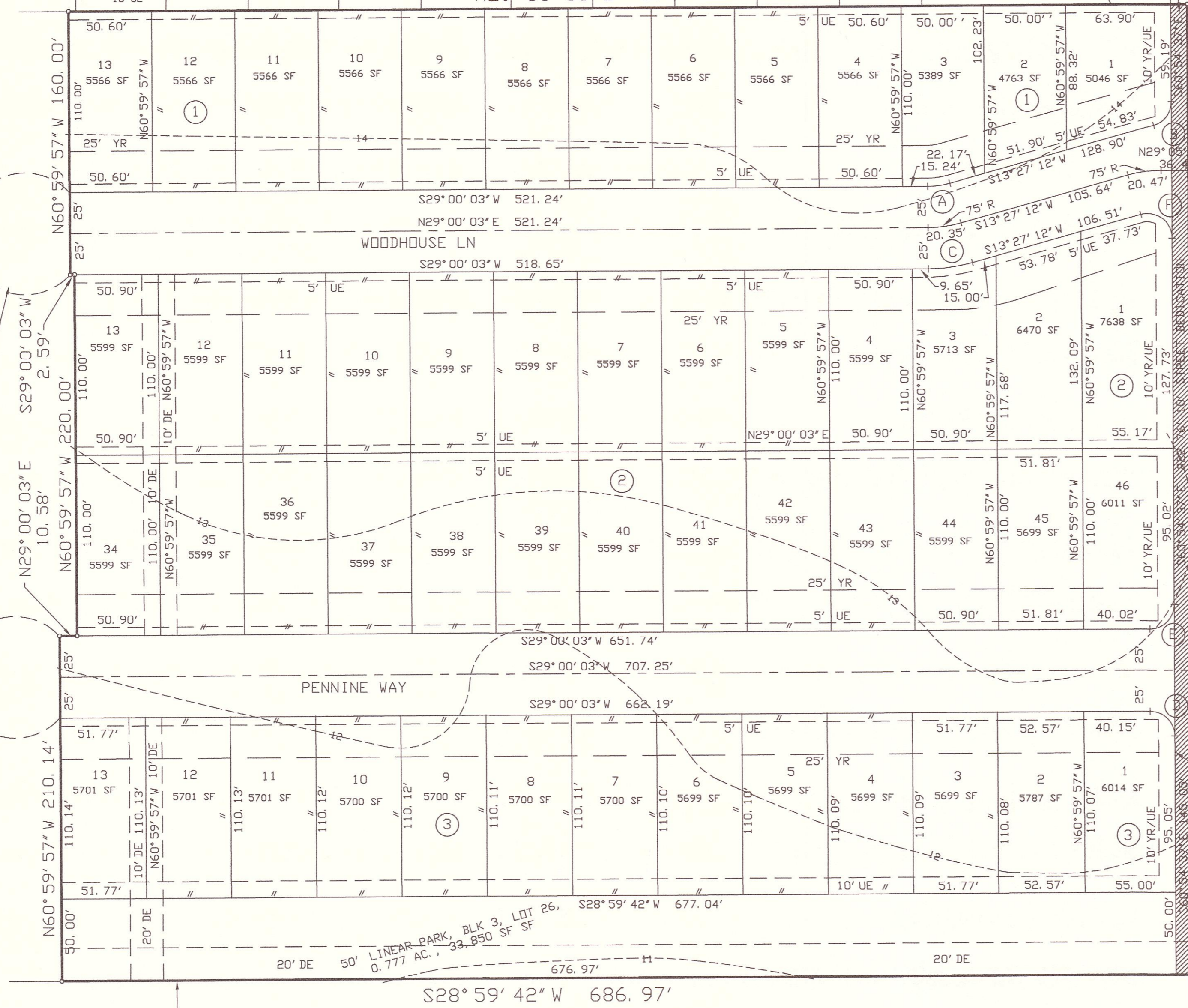
(A)	(B)	(C)
D=15°32'51"	D=74°21'49"	D=15°32'41"
R=50.00'	R=15.00'	R=100.00'
T=6.83'	T=11.38'	T=13.65'
L=13.57'	L=19.47'	L=27.13'
CB=N21°13'38"E	CB=N23°43'42"W	CB=S21°13'33"W
CH=13.53'	CH=18.13'	CH=27.05'
(D)	(E)	(F)
D=90°05'20"	D=89°54'40"	D=105°38'11"
R=15.00'	R=15.00'	R=15.00'
T=15.02'	T=14.98'	T=19.77'
L=25.59'	L=23.54'	L=27.66'
CB=S74°02'43"W	CB=N15°57'17"W	CB=N66°16'18"E
CH=21.23'	CH=21.20'	CH=23.90'



PLAT OF
GRANGE PARK UNIT 1
(CONTINUED)
CORPUS CHRISTI, NUECES CO., TX

BASS & WELSH ENGINEERING
FIRM NO. F-52, 3054 S. ALAMEDA ST.
CORPUS CHRISTI, TEXAS 78404

DATE PLOTTED: 09/09/14
FILE: PLAT-SH2 AS PLAT
JOB NO. 13055
SCALE: 1" = 50'
PLAT SCALE: SAME
SHEET 2 OF 2



CL DRAINAGE CHANNEL 31, CITY OF
CORPUS CHRISTI, V. 2005, P. 880,
D.R. AND V. 2046, P. 721, D.R.

LINEAR PARK, BLK 3, LOT 26,
0.777 AC., 33,850 SF

LOT 7, LOT 6,
SECT 25, SECT 25
LOT 25, LOT 26,
SECT 26, SECT 26

APPLICATION FOR WATER LINE REIMBURSEMENT

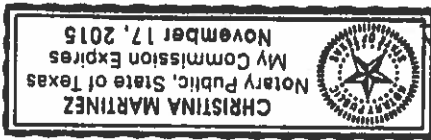
We, Grangefield Development, LLC, 4322 Lake Superior, Corpus Christi, Texas, 78413, owners and developers of the proposed GRANGE PARK UNIT 1 subdivision, hereby request reimbursement of \$16,574.50, as provided for by City Ordinance No. 17092. \$35,242.50 is the construction cost, including 11% Engineering, Surveying, and Testing, in excess of the lot fee, as shown by the cost supporting documents attached herewith.

[Signature]
Jacqueline Azalli, Manager
Grangefield Development, LLC
Date 5/7/15

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on May 7, 2015, by Jacqueline Azalli (Name), Manager (Title), of Grangefield Development, LLC, a Texas Corporation, on behalf of the said corporation.



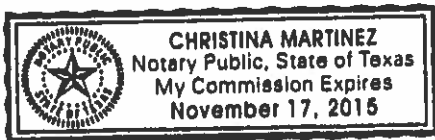
[Signature]
Notary Public in and for the State of Texas

[Signature]
Alyeh Hatami Fardy, Manager
Grangefield Development, LLC
Date 5/7/15

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on May 7, 2015, by Alyeh Hatami Fardy (Name), Manager (Title), of Grangefield Development, LLC, a Texas Corporation, on behalf of the said corporation.



[Signature]
Notary Public in and for the State of Texas
Exhibit 2

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 Arterial Grid Main Trust Fund, and
- (b) Appropriation and approval by the City Council.


Development Services Engineer

5/15/15
Date

APPLICATION FOR WATER LINE CREDIT

We, Grangefield Development, LLC, 4322 Lake Superior, Corpus Christi, Texas, 78413, owners and developers of proposed Grange Park Unit 1 subdivision, hereby apply for \$18,668.00 credit towards the water lot fee for the installation of the water grid main as provided for by City Ordinance No. 17092. \$35,242.50 is the construction cost, including 11% Engineering, Surveying, and Testing, as shown by the cost supporting documents attached herewith.

[Signature]
Jacqueline Azalli, Manager
Grangefield Development, LLC
Date 5/7/15

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on May 7, 2015, 2015, by Jacqueline Azalli (Name), Manager (Title), of Grangefield Development, LLC, a Texas Corporation, on behalf of the said corporation.



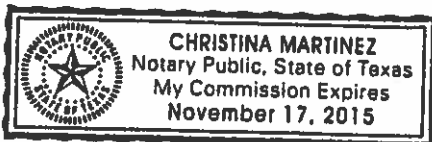
[Signature]
Notary Public in and for the State of Texas

[Signature]
Alyeh Hatami Fardy, Manager
Grangefield Development, LLC
Date 5/7/15

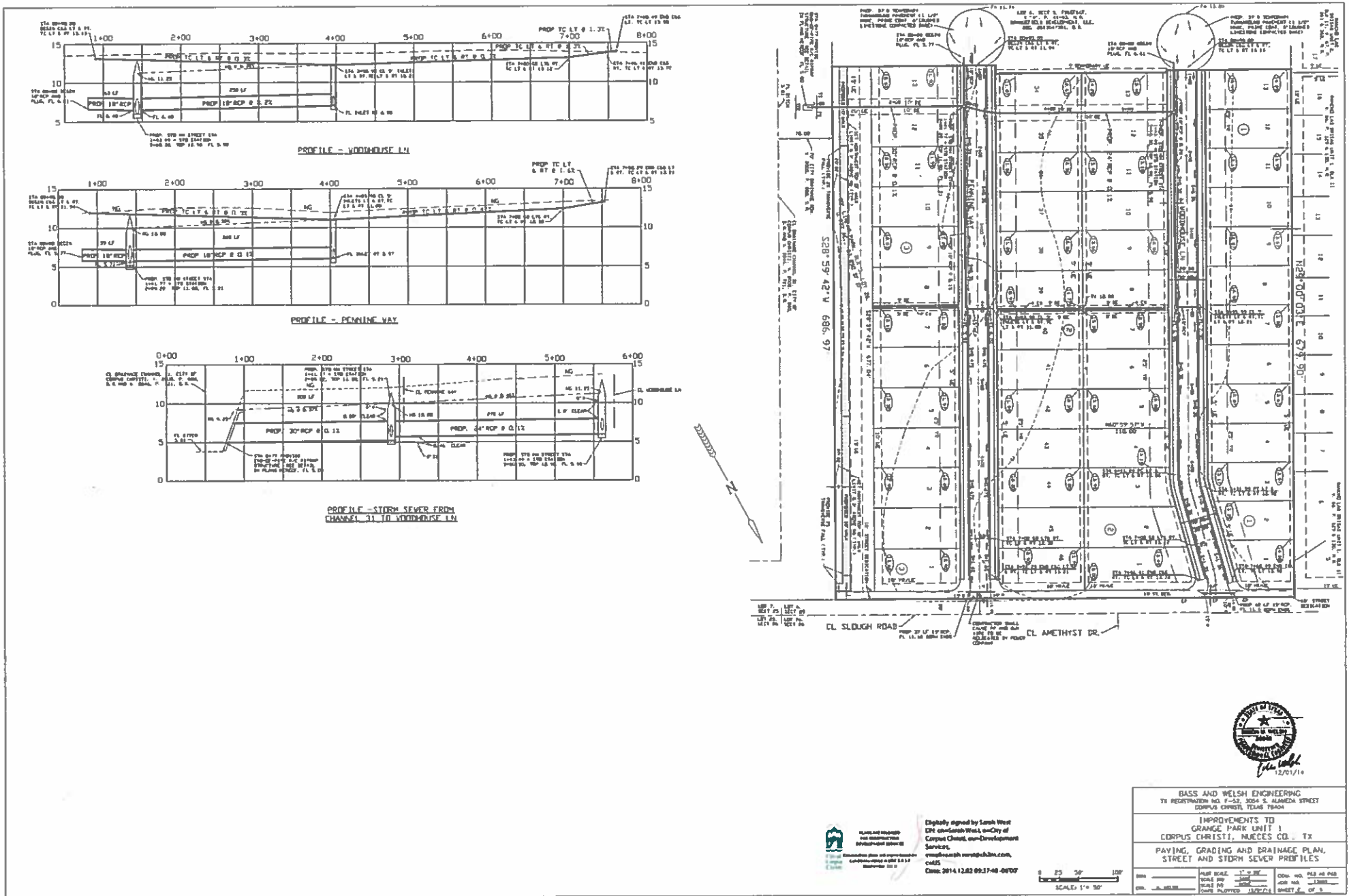
THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on May 7,, 2015, by Alyeh Hatami Fardy (Name), Manager (Title), of Grangefield Development, LLC, a Texas Corporation, on behalf of the said corporation.



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



Digitally signed by Sarah West
 DN: cn=Sarah West, o=City of
 Corpus Christi, ou=Development
 Services, email=sarah.west@chh.com,
 c=US
 Date: 2014.12.02 09:37:48 -0600



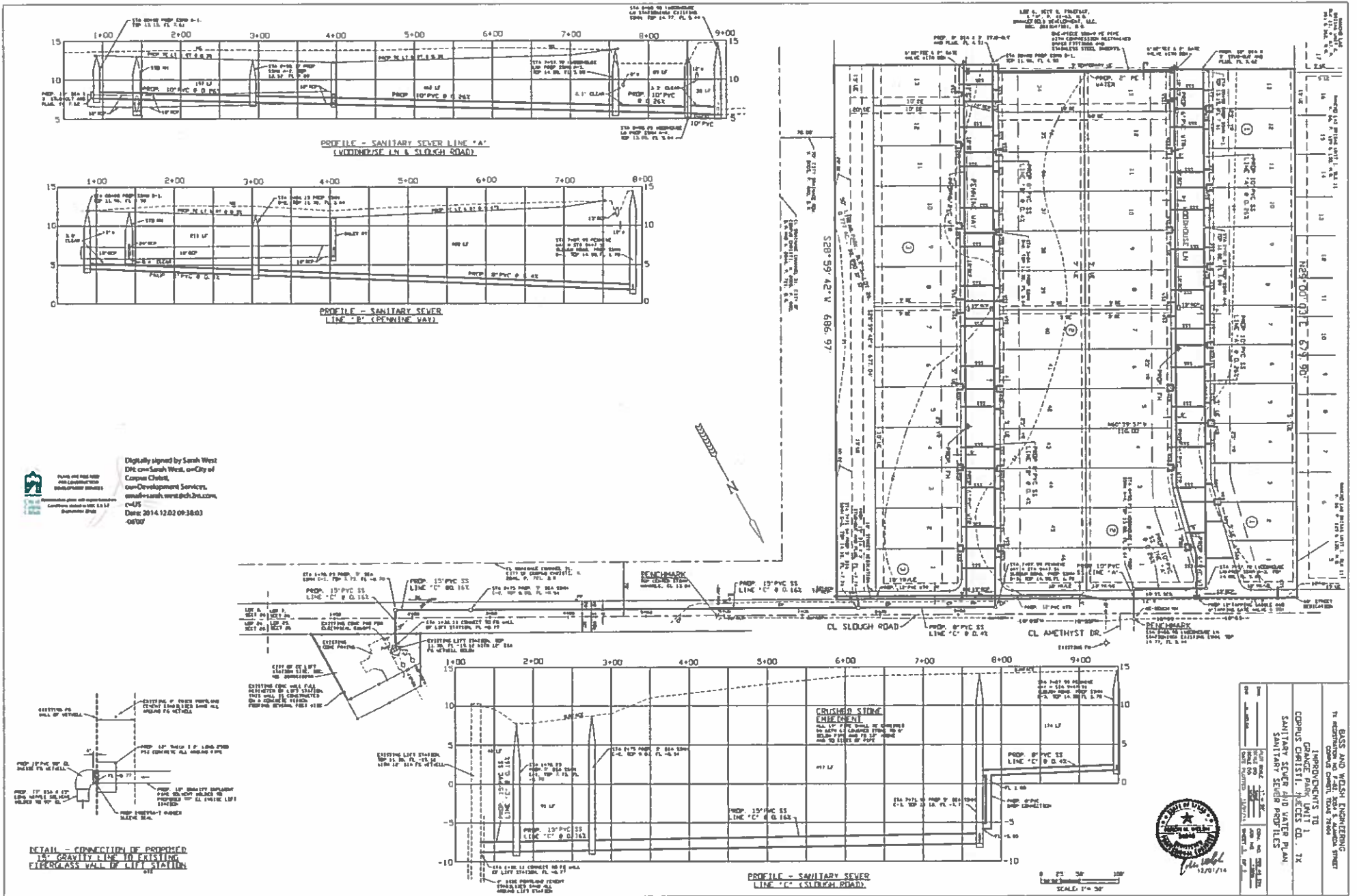
BASS AND WELSH ENGINEERING
 TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET
 CORPUS CHRISTI, TEXAS 78404

IMPROVEMENTS TO
 ORANGE PARK UNIT I
 CORPUS CHRISTI, NUECES CO., TX

PAVING, GRADING AND DRAINAGE PLAN,
 AND STORM SEWER PROFILES

DATE	NOV 13 2014	DATE	NOV 13 2014
BY	SAW	CHKD BY	SAW
APP'D BY	SAW	APP'D BY	SAW
DATE	NOV 13 2014	DATE	NOV 13 2014

DATE: 12/02/14



Digitally signed by Sarah West
DN: cn=Sarah West, o=City of
Cape Charles,
ou=Development Services,
email=sarah.west@cityofcc.com,
c=US
Date: 2014.12.02 09:38:03
-0500

BASS AND WELSH ENGINEERING
17 WILSON ROAD, SUITE 100, LAUREL STREET
CAPE CHARLES, VA 23042
TEL: 804.426.7777
WWW.BASSANDWELSH.COM

PROPOSAL NO. 15-0001
DATE: 12/2/14

CAPUS CIVIL SERVICES, LTD.
11111 WILSON ROAD, SUITE 100
LAUREL STREET, CAPE CHARLES, VA 23042
TEL: 804.426.7777
WWW.CAPUSCIVILSERVICES.COM

SANITARY SEWER AND WATER PLAN
SANITARY SEWER PROFILES

DATE: 12/2/14
BY: [Signature]

ESTIMATE SUMMARY

ITEM	DESCRIPTION	QUANTITY	UNIT
1	1" CPVC @ 4' SPACING	2850	LF
2	2" HDPE	2875	WF
3	2" CRANKED LINEDOME MANHOLE 10 FT DI	1751	EA
4	1'-1/4" HDPE	657	WF
5	2' HDPE SLOPED BOTTOMMANHOLE 10 FT DI	1751	WF
6	EXCAVATION	1	LS
7	CLEANING & BACKFILL	1	LS
8	SMOOTH SOIL	2	EA
9	4" CONCRETE SLAB	14000	WF

ITEM	DESCRIPTION	QUANTITY	UNIT
1	4" PVC PIPE	870	LF
2	1/2" PVC PIPE	793	LF
3	2" HDPE @ 4' DIA	1	EA
4	4" PVC MANHOLE	5	EA
5	4" HDPE MANHOLE	1	EA

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" PVC CONNECTION OF LEFT MANHOLE	1	LS
2	12" PVC PIPE	633	LF
3	CONNECTION FOR 12" PVC PIPE TO 4" MANHOLE @ 12' SPACING @ 12' SPACING OF PIPE	633	LF
4	PRODUCT FINISHING	300	WF
5	6" DIA PVC MANHOLE	3	EA
6	4" PVC CONNECTION	1	LS
7	4" PVC CONNECTION	1	LS
8	4" PVC CONNECTION DURING CONSTRUCTION FOR 12" SLURRY WALL CONSTRUCTION	1	LS
9	SMOOTH SURFACE FOR 12" SLURRY WALL CONSTRUCTION	633	LF

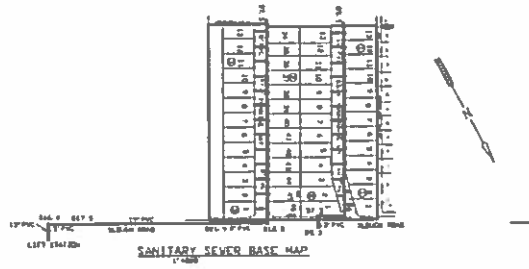
ITEM	DESCRIPTION	QUANTITY	UNIT
1	1/2" CONCRETE SLAB	2000	WF
2	CLEANING & BACKFILL AND LAPPING AND REBARING FOR 1/2" SLAB	1	LS

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" PVC PIPE	300	LF
2	12" PVC PIPE	300	LF
3	12" CPVC PIPE	1	EA
4	12" HDPE VALVE 6" DIA	3	EA
5	12" HDPE VALVE 6" DIA	3	EA
6	12" HDPE VALVE 6" DIA	3	EA
7	12" HDPE VALVE 6" DIA	3	EA

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" HDPE	130	LF
2	12" HDPE	533	LF
3	24" HDPE	270	LF
4	30" HDPE	150	LF
5	2" HDPE	1	EA
6	12" HDPE	1	EA
7	6" HDPE @ 12' SPACING IN TRENCH	1	EA

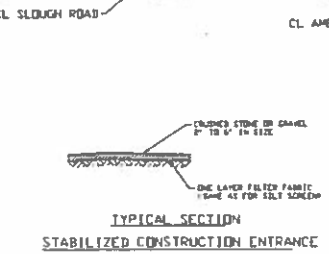
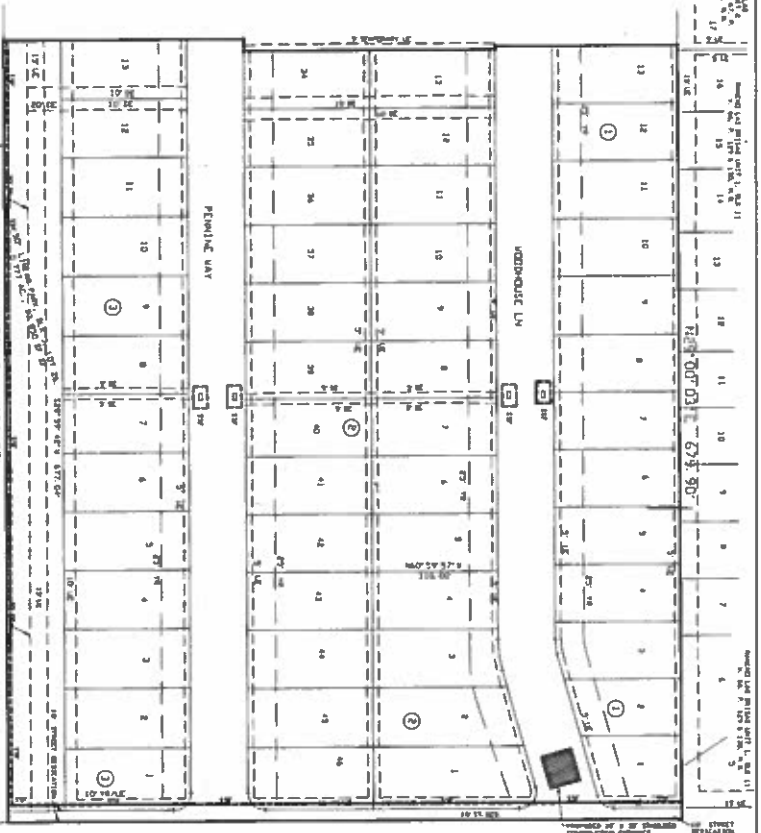
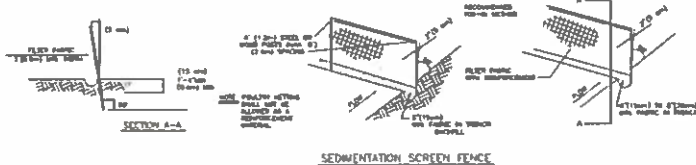
ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" HDPE VALVE 6" DIA	3	EA
2	12" HDPE VALVE 6" DIA	3	EA
3	12" HDPE VALVE 6" DIA	3	EA
4	12" HDPE VALVE 6" DIA	3	EA
5	12" HDPE VALVE 6" DIA	3	EA
6	12" HDPE VALVE 6" DIA	3	EA
7	12" HDPE VALVE 6" DIA	3	EA

ITEM	DESCRIPTION	QUANTITY	UNIT
1	4" PVC CONNECTION, AND BACKFILLING PLAN AND FINISHING (INCLUDES FINISHING CONSTRUCTION)	1	LS
2	SMOOTH SURFACE FOR 12" SLURRY WALL CONSTRUCTION	2000	WF
3	SMOOTH SURFACE FOR 12" SLURRY WALL CONSTRUCTION	1	LS



POLLUTION PREVENTION NOTES

- CONSTRUCTION ENTRANCE - CONTRACTOR SHALL PROVIDE A STABILIZED CONSTRUCTION ENTRANCE (SEE PLAN) TO ALL AREAS OF THE PROJECT. THE ENTRANCE SHALL BE LOCATED AT THE POINT OF ENTRY TO THE PROJECT AND SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
- CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE TO ALL AREAS OF THE PROJECT. THE ENTRANCE SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
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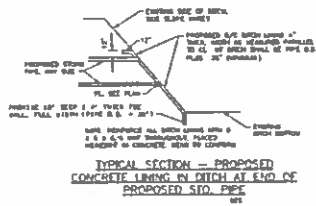
Digitally signed by Sarah West
DN: cn=Sarah West, o=City of Corpus Christi,
ou=Development Services,
email=sarah.west@cityofcc.com,
c=US
Date: 2014.11.20 09:30:29 -0500
SCALE: 1" = 50'

BASS AND WELSH ENGINEERING
TX REGISTRATION NO. E-52, 3525 S. ALAMEDA STREET
CORPUS CHRISTI, TEXAS 78404

IMPROVEMENTS TO
GRANGE PARK UNIT I
CORPUS CHRISTI, NUECES CO., TX

STORM WATER POLLUTION PREVENTION PLAN,
ESTIMATE SUMMARY AND BASE MAPS

DATE: 11/20/14
SCALE: 1" = 50'

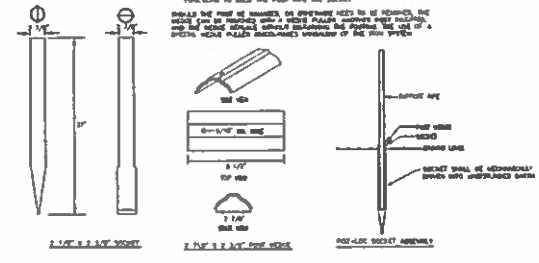


POZ-LOC SIGN SUPPORT ASSEMBLY

THE POZ-LOC SIGN SUPPORT ASSEMBLY SHOWN IS A STANDARD DESIGN WHICH IS TO BE USED FOR THE 12 GA. GALV. SHEET AND SUPPORTED BY THE EXISTING CURB OR

1. A BALANCED 2-1/2" O.D. 12 GA. GALV. SHEET WITH A MINIMUM WALL THICKNESS OF .015".
2. A BALANCED SHEET 2-1/2" O.D. x 12 GA. GALV. SHEET WITH A 1/2" LIP. THE HEIGHT OF LIP SHALL BE 1/2" MINIMUM AND THE LIP SHALL BE TO BE CUT BY CUTTING A STANDARD 1-1/2" DIA. HOLE WITH THE POZ-LOC SIGN SUPPORT.
3. A SIGN WHICH IS MOUNTED TO THE SHEET AND THE POST AND FUNCTION TO HOLD THE SIGN ONLY THE SIGN.

SHALL BE THE SAME OR APPROXIMATE TO BE IDENTICAL. THE SIGN SHALL BE MOUNTED TO THE SHEET AND THE POST AND FUNCTION TO HOLD THE SIGN ONLY THE SIGN.



MATERIAL

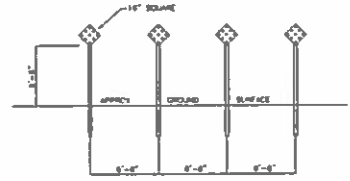
- 2 1/2" O.D. x 12 GA. GALV. SHEET
 - SIGN 2' x 2' x 1/2" THICK
 - SIGN 14"

THIS SHEET SHALL BE 12 GA. GALV. SHEET WITH A 1/2" LIP. THE HEIGHT OF LIP SHALL BE 1/2" MINIMUM AND THE LIP SHALL BE TO BE CUT BY CUTTING A STANDARD 1-1/2" DIA. HOLE WITH THE POZ-LOC SIGN SUPPORT.

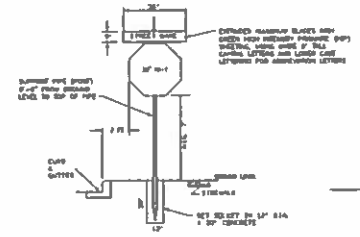


SIGN LOCATION SHALL BE IN THE AREAS SHOWN IN THE ABOVE DIAGRAM

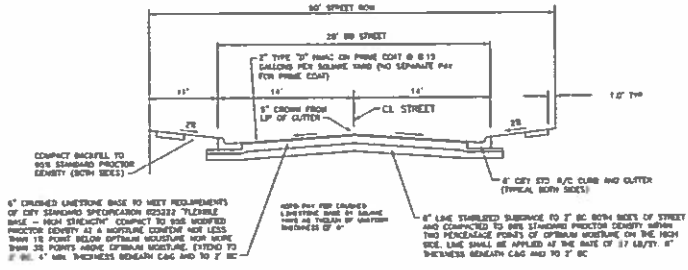
POZ-LOC SIGN SUPPORT ASSEMBLY



DETAIL - END OF ROAD BARRICADE INSTALLATION (TYPE OW - 4R OBJECT MARKERS)



TRAFFIC SIGN INSTALLATION DETAIL (A) POZ-LOC SIGN SUPPORT INSTALLATION



TYPICAL STREET SECTION - 50' ROW

PLANS ARE RELEASED FOR CONSTRUCTION BY THE ENGINEER'S SIGNATURE

Digitally signed by Sarah West
 DN: cn=Sarah West, o=City of Corpus Christi, ou=Development Services,
 email=sarah.west@ch3m.com, c=US
 Date: 2014.12.02 09:39:02 -0500



BASS AND WELSH ENGINEERING TX REGISTRATION NO. F-52, 3954 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404			
GRANGE PARK UNIT 1 CORPUS CHRISTI, NUECES CO., TX			
STREET AND SIDEWALK DETAILS			
DATE	PLANNED BY	SCALE	DATE PLOTTED
12/01/14	12/01/14	1/8" = 1'	12/01/14

Vargo Plumbing
 Fred Vargas
 RM 40594
 1541 Clodah Dr, Corpus Christi

		Grange Park Unit 1		
	Qty		Cost	Total
<u>Street and Surface Items</u>				
1. 6" Curb and Gutter	2650 LF	\$10.13	26840	
2. 2" HMAC	3672 SY	\$15.50	56760	
3. 6" Crushed Limestone Base to 2' BC	5757 SY	\$11.50	65940	
4. 1-1/2 " HMC	907 SY	\$12.00	10878	
8" Lime Stabalized subgrade to 2' BC	5757 SY	\$4.12	23700	
6. Excavation	1 LS		33345	
7. Clearing and Grubbing	1 LS		25760	
8. Street signs	2 EA	\$600	12000	
9. 4' Concrete Walk	11888 SF		52840	
			308063	308063
<u>Linear Park Items</u>				
1. 10' Concrete Walk	6850	\$3.80	26000	
2. Clearing and Grubbing and Earthwork	1 EA		15000	
			41000	41000
<u>Service Storm Sewer Items</u>				
1. 15" RCP	135 LF	\$29.00	3921	
2. 18" RCP	633 LF	\$31.70	20044	
3. 24" RCP	270 LF	\$33.43	9026	
4. 30" RCP	199 LF	\$52.25	10395	
5. 5' Inlet	4 EA	\$2,490	9960	
6. Manhole	2 EA	\$2,800	5602	
7. R/C End of Pipe structure in Ditch	1 EA		2614	
			61562	61562
<u>Sanitary Sewer Onsite</u>				
1. 8" PVC Pipe	872 LF	\$31.18	27187	
2. 10" PVC Pipe	793 LF	\$36.20	28710	
3. FG Manhole 4' Dia	7 EA	\$4,132	28927	
4. 4" PVC	52 EA	\$452	23490	
			108314	108314
<u>Sanitary Sewer Trunk Main Items</u>				

1. 15" Pipe Connection at Lift Station	1 LS		12000		
2. 15 " PVC Pipe	633 LF	\$230	145590		
3. Dewatering for 15 " Pipe	633 LF	\$44	27852		
4. Crushed Stone Embedment for 15" P	633 LF	\$20	12660		
5. Pavement Patching	900 SY	\$30	27000		
6. 5' Dia FG Manhole	3 EA	\$14,000	42000		
7. 8" PVC Drop Connection	1 LS	\$5,000	5000		
8. Traffic Control During Construction	1 LS		3500		
9. Trench Safety For SS Trunk	633 LF	\$13	8229		
			283831		283831
<u>Onsite water Items</u>					
1. 6" PVC Pipe	1365 LF	\$17.25	23568		
2. 12 " Tapping Saddle	1 EA		3375		
3. 6" Cap Tappd for 2"	1 EA		900		
4. 6" Gate Valve w/box	5 EA	\$754	3768		
5. 6"90 EL	2 EA	\$281	562		
6. 6" Tee	2 EA	\$281	562		
7. 6" Dia x 3 PVC Pipe Nipple	6 EA	\$183	1100		
8. Fire Hydrant Assembly	2 EA	\$3,178	6356		
9. 2" HDPE Pipe	270 LF	\$7.60	2025		
10. 2' Double Strap Connecton w/2"	2 EA	\$281	562		
11. Water Service Single	4 EA	\$435.75	1743		
12. Water Service Double	24 EA	\$468.75	11250		
			55771		55771
<u>12" Grid Main Water Items</u>					
1. 12" PVC Pipe	350 LF	\$60	21000		
2. 12" Tee	2 EA	\$1,500	3000		
3. 12" 90 EL	1 EA		950		
4. 12" Cap Tapped for 2"	1 EA		850		
5. 12" Gate Valve w/box	1 EA		2950		
6. Traffic Control During Construction	1 LS		3000		
			31750		31750
<u>Miscellaneous Onsite Items</u>					
1. Traffic Control and Barricading	1 LS		2268		
Planning and Permitting					
2. Trench Safety and Excavations	2910 LF	\$1.51	4401		
3.Remove and Relocate P Pole and G Wire	1 LS		6817		
			13486		13486
					903777

NIXON M. WELSH, P.E., R.P.L.S.
 Email: NixMW@aol.com

BASS WELSH ENGINEERING
TX Registration No. F-52
Survey Registration No. 100027-00
P.O. Box 6397
Corpus Christi, TX 78466-6397

3054 S. Alameda St.
 361 882-5521~ FAX 361 882-1265

GRANGE PARK UNIT 1
 12" GRID MAIN COST ESTIMATE
 04/22/15

ITEM	PRELIMINARY COST ESTIMATE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
12" GRID MAIN WATER ITEMS					
1	12" PVC PIPE	350	LF	60.00	21,000.00
2	12" TEE	2	EA	1,500.00	3,000.00
3	12" 90° EL	1	EA	950.00	950.00
4	12" CAP TAPPED FOR 2"	1	EA	850.00	850.00
5	12" GATE VALVE W/BOX	1	EA	2,950.00	2,950.00
6	TRAFFIC CONTROL AND BARRICADING PLAN AND PERMITTING (TRAFFIC CONTROL DURING CONSTRUCTION) FOR 12" WTR	1	LS	3,000.00	3,000.00

SUBTOTAL	31,750.00
11% ENGINEERING, SURVEYING & TESTING	<u>3,492.50</u>
SUBTOTAL	35,242.50
LESS WATER DISTRIBUTION SYSTEM LOT FEE	<u>-18,668.00</u>
TOTAL AMOUNT REIMBURSEABLE	\$16,574.50

INSURANCE REQUIREMENTS

I. CONTRACTOR’S LIABILITY INSURANCE

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

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

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

II. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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



City of Corpus Christi, Texas
 Department of Development Services
 P.O. Box 9277
 Corpus Christi, Texas 78469-9277
 (361) 826-3240
 Located at: 2406 Leopard Street
 (Corner of Leopard St. and Port Ave.)

DISCLOSURE OF INTERESTS

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA".

NAME: Grange Field Development LLC
 STREET: 4322 L. Superior 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>None</u>	_____
_____	_____

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

Name	Title
<u>None</u>	_____
_____	_____

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

Name	Board, Commission, or Committee
<u>None</u>	_____
_____	_____

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

Name	Consultant
<u>None</u>	_____
_____	_____

CERTIFICATE

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

Certifying Person: Jackie Azall Title: President
 (Print)

Signature of Certifying Person: [Signature] Date: 5/2/15

DEFINITIONS

- a. "Board Member". A member of any board, commission or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Employee". Any person employed by the City of Corpus Christi, Texas, either on a full or part time basis, but not as an independent contractor.
- c. "Firm". Any entity operated for economic gain, whether professional, industrial or commercial and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust and entities which, for purposes of taxation, are treated as non-profit organizations.
- d. "Official". The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads and Municipal Court Judges of the City of Corpus Christi, Texas.
- e. "Ownership Interest". Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holding or control established through voting trusts, proxies or special terms of venture or partnership agreements.
- f. "Consultant". Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.



City of Corpus Christi, Texas
 Department of Development Services
 P.O. Box 9277
 Corpus Christi, Texas 78469-9277
 (361) 826-3240
 Located at 2406 Leopard Street
 (Corner of Leopard St. and Port Ave.)

DISCLOSURE OF INTERESTS

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA".

NAME: Alyeh Hatami Fardy
 STREET: 4322 Lake Superior 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>None</u>	
_____	_____
_____	_____

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

Name	Title
<u>None</u>	
_____	_____
_____	_____

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

Name	Board, Commission, or Committee
<u>None</u>	
_____	_____
_____	_____

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

Name	Consultant
<u>None</u>	
_____	_____
_____	_____

CERTIFICATE

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

Certifying Person: Alyeh Hatami Fardy Title: Manager
 (Print)

Signature of Certifying Person: A.F. Date: 5/6/15

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.