

**DISTRIBUTION MAIN EXTENSION CONSTRUCTION
AND REIMBURSEMENT AGREEMENT**

STATE OF TEXAS §
§
COUNTY OF NUECES §

This Water Distribution Main Extension Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and The Icon at Corpus Christi Limited Partnership, ("Developer/Owner"), an Oklahoma corporation, acting by and through its general partner.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on May 7, 2014 to develop a tract of land, to wit: approximately 15.65 acres known as Lot 1, Block 1, The Vineyards Unit Four, located on the along the south side of Saratoga Boulevard, east of Airline Road, and west of Rodd Field Road as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

WHEREAS, under the UDC, the Developer/Owner is responsible for construction of the distribution main extension ("Distribution Main Extension");

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

WHEREAS, Section 8.5.1.C.2. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when certain funds become fully available in the Distributions Main Trust Fund and are appropriated by the City Council, or from other applicable funds otherwise authorized by City Council; and

WHEREAS, the Developer/Owner has submitted an application for reimbursement of the costs for installing the Distribution Main Extension, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

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

1. **REQUIRED CONSTRUCTION.** Developer/Owner shall construct the Distribution Main Extension in compliance with the City's UDC, the City's Infrastructure Design Manual, and all local, state and federal laws, codes and regulations, in accordance with the plans and specifications submitted to the City's Development Services Department and reviewed and approved by the City's Development Services Engineer.

2. **PLANS AND SPECIFICATIONS.**

a. Developer/Owner shall contract with a professional engineer registered and licensed in the State of Texas, acceptable to the City's Development Services Engineer, to prepare and seal plans and specifications for the Distribution Main Extension, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the design in conformance with the City's Infrastructure Design Manual as well as the following minimum requirements:

1. Install 1,853 linear feet of 8-inch PVC water distribution main line;
2. Installation of one (1) 12" x 8" tapping sleeve and valve;
3. Install five (5) 8'x8"x6" tee;
4. Install one (1) 8" 90 bend;
5. Install four (4) 8" 45 bends;
6. Install four (4) 8" 45 vertical bend;
7. Install six (6) 8" gate valves;
8. Install seven (7) 6" gate valves;
9. Install five (5) 3-way fire hydrants with 12"x12"x6" tees;
10. Install twelve (12) standard valve boxes

b. The offsite Distribution Main Extension must begin at the existing 12-inch waterline on the southeast corner of Airline and Saratoga Boulevard (SH 357), and extend east 1,853 linear feet and connect to the existing 12-inch waterline off of Rodd Field Road.

c. The plans and specifications must comply with the City's Water Distribution Standards Detail Sheets and Standard Specifications.

d. Before the Developer/Owner starts construction, the plans and specifications must be approved by the City's Development Services Engineer.

e. Intent of Plans and Specifications:

1. The intent of the plans and specifications is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the plans, specifications, special provisions, proposal, and contract.
2. The Contractor shall do all work as provided in the plans, specifications, special provisions, proposal, contract, and any addendum issued, and shall do such additional extra work as may be considered necessary to complete the work in a satisfactory and acceptable manner.
3. The Contractor shall furnish all labor, tools, material, machinery, equipment and incidentals necessary for the prosecution of the work.

3. **SITE IMPROVEMENTS.** Prior to the start of construction of the Distribution Main Extension, the Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Distribution Main Extension.

4. **PLATTING FEES.** Developer/Owner shall pay to the City the required acreage fees and pro-rata fees as required by the UDC for the area of the Distribution Main Extension.

5. DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS. Developer/Owner shall award a contract and complete the Distribution Main Extension, under the approved plans and specifications, by **October 28, 2015**.

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

7. PROMPT AND GOOD FAITH ACTIONS. The parties shall act promptly and in good faith in performing their duties and obligations under this Agreement. If this Agreement calls for review or inspections by the City, then the City's reviews or inspections must be completed thoroughly and promptly.

8. DEFAULT. The following events shall constitute default:

a. Developer/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval of this Agreement by the City Council.

b. Developer/Owner's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services and to the Development Services Engineer by the 60th calendar day after the date of approval of this Agreement by the City Council.

c. Developer/Owner fails to award a contract for the construction of the Distribution Main Extension, according to the approved plans and specifications, by the 90th calendar day after the date of approval of this Agreement by the City Council.

d. Developer/Owner's contractor does not reasonably pursue construction of the Distribution Main Extension under the approved plans and specifications.

e. Developer/Owner's contractor fails to complete construction of the Distribution Main Extension, under the approved plans and specifications, on or before **October 28, 2015**.

f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

g. Failure of the Developer/Owner to comply with Sections 13 or 14 of this Agreement.

9. NOTICE AND CURE.

a. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.

b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.

c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.

d. Should the Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer/Owner, at the address stated in section 11, of the need to perform the obligation or duty and, should the Developer/Owner fail to

perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer/Owner by reducing the reimbursement amount due to the Developer/Owner.

e. In the event of an uncured default by the Developer/Owner, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:

1. Terminate this Agreement after the required notice and opportunity to cure the default;
2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or
3. Perform any obligation or duty of the Developer/Owner under this Agreement and charge the cost of such performance to the Developer/Owner. The Developer/Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer/Owner receives notice of the cost of performance. In the event the Developer/Owner pays the City under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.

f. In the event of an uncured default by the City after the appropriate notice and Cure Period, the Developer/Owner has all its remedies at law or in equity for such default.

10. FORCE MAJEURE.

a. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.

b. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within ten (10) business days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

11. NOTICES.

a. Any notice or other communication required or permitted to be given under this Agreement must be given to the other party in writing at the following address:

1. If to the Developer/Owner:

The Icon at Corpus Christi Limited Partnership
Attn: Mike D. Case
4200 Skelly Drive, Suite 800
Tulsa, Oklahoma 74135

2. If to the City:

City of Corpus Christi
Attn: Director, Development Services Department
2406 Leopard Street 78401
P. O. Box 9277
Corpus Christi, Texas 78469-9277

with a copy to:

City of Corpus Christi
Attn: Assistant City Manager, Business Support Services
1201 Leopard Street 78401
P. O. Box 9277
Corpus Christi, Texas 78469-9277

b. Notice must be made by United States Postal Service, First Class mail, certified, return receipt requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.

c. Either party may change the address for notices by giving notice of the change under the provisions of this section.

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

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

14.1. WARRANTY. Developer/Owner shall fully warranty the workmanship of and function of the Distribution Main Extension and the construction of the Distribution Main Extension for a period of one year from and after the date of acceptance of the facilities by the City.

14.2. Removal of Defective and Unauthorized Work:

- a) All work which has been rejected or condemned by the City must be repaired, or if it cannot be repaired satisfactorily, it must be removed and replaced at the Developer/Owner's sole expense.
- b) Defective materials must be immediately removed from the site of the work. Work not in conformance to the Plans and Specifications, work outside project scope, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices shall be done at the Contractor's risk, and considered unauthorized and not eligible for reimbursement.
- c) The work, at the option of the City Engineer or the City's Development Services Engineer, may be ordered removed at the Contractor's expense if not defective or not in conformance with the City's Infrastructure Design Manual, and other laws, codes and regulations.
- d) Upon failure of the Developer/Owner to repair satisfactorily or to remove and replace rejected, unauthorized, or condemned work or materials immediately after receiving notice from the City, the City will, after giving written notice to the Developer/Owner, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed, and to deduct the cost from any payment due or to become due the Developer/Owner.

15. REIMBURSEMENT.

- a. Subject to the conditions for reimbursement from the City Developer Participation Funds and the appropriation of funds, the City will reimburse the Developer/Owner the reasonable actual cost of the Distribution Main Extension up to an amount not to exceed **\$60,193.60** as shown in the attached **Exhibit 4**, the contents of such exhibit being incorporated by reference into this Agreement.
- b. The City agrees to reimburse the Developer/Owner on a monthly basis upon invoicing for work performed. The reimbursement will be made within 30 days from the date of the invoice in accordance with state law. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement as shown in the attached **Addendum A**.
- c. To be eligible for reimbursement, the work must be completed in a good and workmanlike manner, in accordance with the approved plans and specifications, and in compliance with the City's Infrastructure Design Manual, and all other local, state and federal laws, codes and regulations, and must have been inspected and accepted by the City.
- d. In the event that this Agreement is terminated by the City as a result of an uncured default by the Developer/Owner and at a time when there has been a partial completion and/or partial payment for the improvements, then the City shall only reimburse the Developer/Owner for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and accepted by the City up to the time that the uncured default occurred.

16. **INDEMNIFICATION.** DEVELOPER/OWNER SHALL FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND AGENTS ("INDEMNITEES") FROM AND AGAINST ALL SUITS, CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, EXPENSES, LIABILITY, DAMAGES AND JUDGMENTS RECOVERED FROM OR ASSERTED AGAINST CITY FOR ANY AND ALL PROPERTY DAMAGE OR INJURIES SUSTAINED BY ANY PERSON, INCLUDING WITHOUT LIMITATION, WORKERS' COMPENSATION, PERSONAL INJURY OR DEATH, ARISING FROM OR INCIDENT TO, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE CONSTRUCTION OF THE DISTRIBUTION MAIN EXTENSION. THIS INDEMNIFICATION SPECIFICALLY INCLUDES CLAIMS BROUGHT BY DEVELOPER, OR DEVELOPER'S OWN EMPLOYEES, AGENTS OR REPRESENTATIVES. THIS INDEMNIFICATION SURVIVES TERMINATION OF THIS AGREEMENT.

17. **COVENANT RUNNING WITH THE LAND.** This Agreement is a covenant running with the land, to wit: approximately 15.65 acres known as Lot 1, Block 1, The Vineyards Unit Four, a subdivision in Corpus Christi, Nueces County, Texas, and must be recorded in the Official Public Records of Nueces County, Texas. The duties, rights, and obligations of the Agreement are binding on and inure to the benefit of the Developer/Owner's successors or assigns.

18. **ASSIGNMENT OF AGREEMENT.** This Agreement or any rights under this Agreement may not be assigned by the Developer/Owner to another without the written approval and consent of the City's City Manager.

19. **DISCLOSURE OF INTEREST.** Developer/Owner agrees, in compliance with the City Ordinance No. 17110, to complete, as part of this Agreement, the Disclosure of Interest form attached to this Agreement as **Exhibit 5**.

20. **EFFECTIVE DATE.** This Agreement becomes effective and is binding upon and inures to the benefit of the City and the Developer/Owner and their respective heirs, successors, and assigns from and after the date of final execution by all parties.

21. **AUTHORITY.** The person signing this Agreement on behalf of each of the parties represents, warrants, and guarantees that they have authority to act on behalf of the party and make this Agreement binding and enforceable by their signature.

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

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Gustavo Gonzalez
Assistant City Manager

APPROVED AS TO FORM: _____, 2014.

Julian Grant
Assistant City Attorney

The Icon at Corpus Christi Limited Partnership

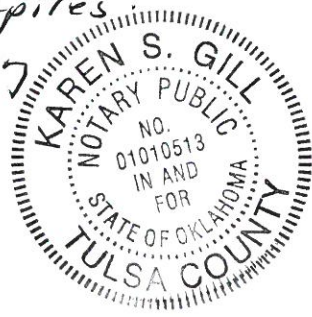
By: Case Equities Corporation, General Partner

By: [Signature]
Mike D. Case
President

STATE OF Oklahoma §
 §
COUNTY OF Tulsa §

This instrument was acknowledged before me on October 8, 2014, by Mike D. Case, General Partner, Case Equities Corporation, an Oklahoma corporation, on behalf of said corporation.

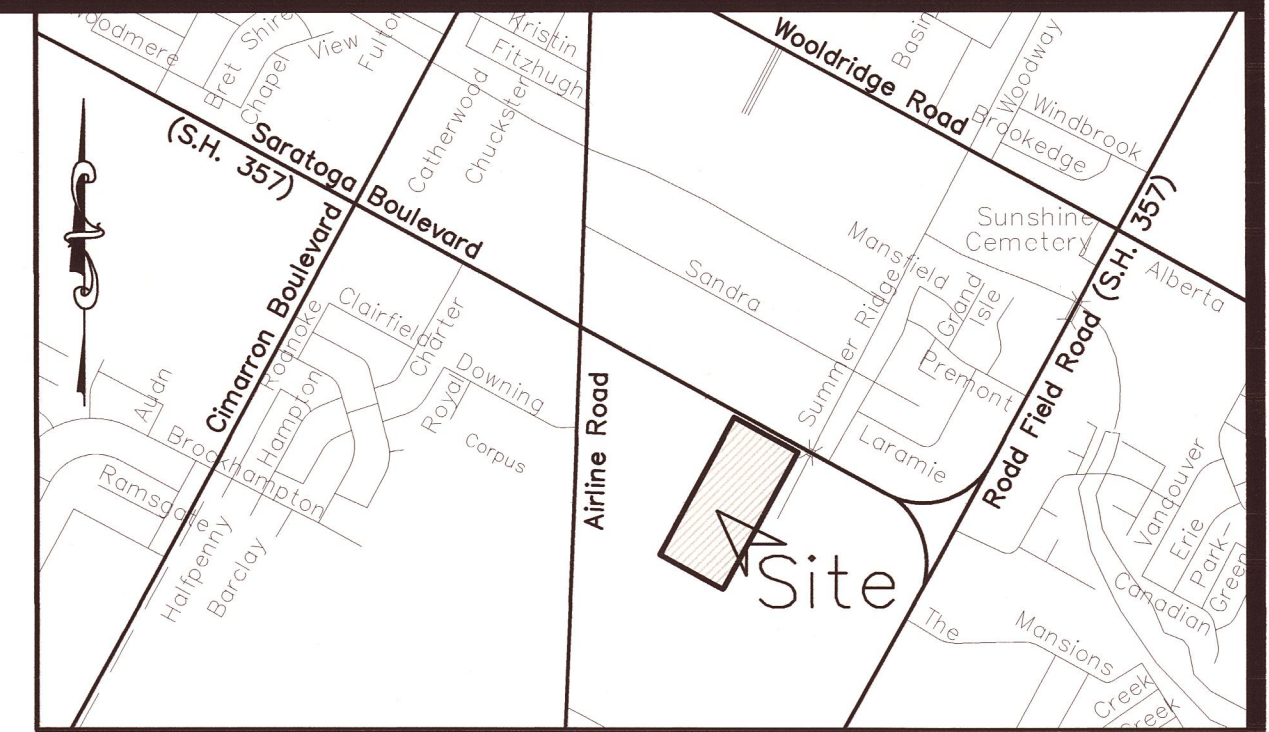
*My Comm Expires:
7-25-2017*



[Signature]
Notary Public's Signature

Notes:

- 1.) Total platted area contains 15.65 acres of land.
- 2.) Set 5/8 inch iron rods with red plastic cap stamped "URBAN ENGR C.C. TX" at all lot corners, except where noted.
- 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". The TCEQ also categorized the receiving water as "contact recreation" use.
- 4.) Bearings based on GPS, NAD83, State Plane Coordinate System, Texas South Zone 4205.
- 5.) By graphic plotting only, this property is in Zone "C" of the Flood Insurance Rate Map, Community Panel Number 485494 0540 C, City of Corpus Christi, Texas, which bears an effective date of March 18, 1985 and is not in a Special Flood Hazard Area.
- 6.) The yard requirement, as depicted is a requirement of the Unified Development Code and is subject to change as the zoning may change.
- 7.) If any lot is developed with residential uses, compliance with the Public Open Space regulations will be required during the building permit phase.
- 8.) The 15' wide drainage maintenance strip is non-buildable. Structures, including fences, will not be permitted within this strip. Underground utilities may be permitted subject to City approval.



LOCATION MAP N.T.S.



Plat of
The Vineyards Unit Four
Block 1, Lot 1

15.65 acres out of Lot 6, Section 20, Flour Bluff and Encinal Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41-43, Map Records of Nueces County, Texas



State of Texas
County of Nueces

D&E Development Corporation, hereby certifies that it is the owner of the lands embraced within the boundaries of the foregoing plat; that it has had said lands surveyed and subdivided as shown; that streets shown are dedicated to the public use forever; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

This the _____ day of _____, 20_____.

By: D&E Development Corporation

By: _____
Edward L. Ciccone, Sole Director

State of Texas
County of Nueces

This instrument was acknowledged before me by Edward L. Ciccone, as Sole Director of D&E Development Corporation, on behalf of said corporation.

This the _____ day of _____, 20_____.

Notary Public in and for the State of Texas

State of Texas
County of Nueces

Mauger Developments Limited, hereby certifies that it holds a lien on the property owned by D&E Development Corporation, as shown on the foregoing map and it approves of the subdivision and dedication for the purposes and considerations therein expressed.

This the _____ day of _____, 20_____.

By: Mauger Developments Limited

By: _____
Philippe Pasquier, attorney in fact

State of Texas
County of Nueces

This instrument was acknowledged before me by Philippe Pasquier, attorney in fact for Mauger Developments Limited.

This the _____ day of _____, 20_____.

Notary Public in and for the State of Texas

State of Texas
County of Nueces

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

This the _____ day of _____, 20_____.

Renee T. Couture, P.E.
Development Services Engineer

State of Texas
County of Nueces

This final plat of the herein described property was approved on behalf of the City of Corpus Christi, Texas by the Planning Commission.

This the _____ day of _____, 20_____.

Barney Williams, P.E.
Secretary

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

State of Texas
County of Nueces

I, Diana T. Barrera, Clerk of the County Court in and for said County, do hereby certify that the foregoing instrument dated the ____ day of _____, 20_____, with its certificate of authentication was filed for record in my office the ____ day of _____, 20_____. At ____ O'clock ____M., and duly recorded the ____ day of _____, 20_____, at ____ O'clock ____M., in said County in Volume _____, Page _____, Map Records.

Witness my hand and seal of the County Court, in and for said County, at office in Corpus Christi, Texas, the day and year last written.

No. _____
Filed for Record

Diana T. Barrera, County Clerk
Nueces County, Texas

at _____ O'clock ____M.
_____, 20_____

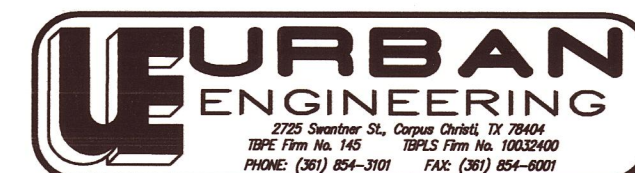
By: _____
Deputy

State of Texas
County of Nueces

I, Keith W. Wooley, a Registered Professional Land Surveyor for Urban Engineering, have prepared the foregoing map from a survey made on the ground under my direction and is true and correct to the best of my knowledge, information and belief; I have been engaged under contract to set all Lot and Block corners as shown herein and to complete such operations with due and reasonable diligence consistent with sound professional practice.

This the _____ day of _____, 20_____.

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



DATE: March 28, 2014
SCALE: 1"=100'
JOB NO.: 04462.B4.00
SHEET: 1 of 2
DRAWN BY: XG

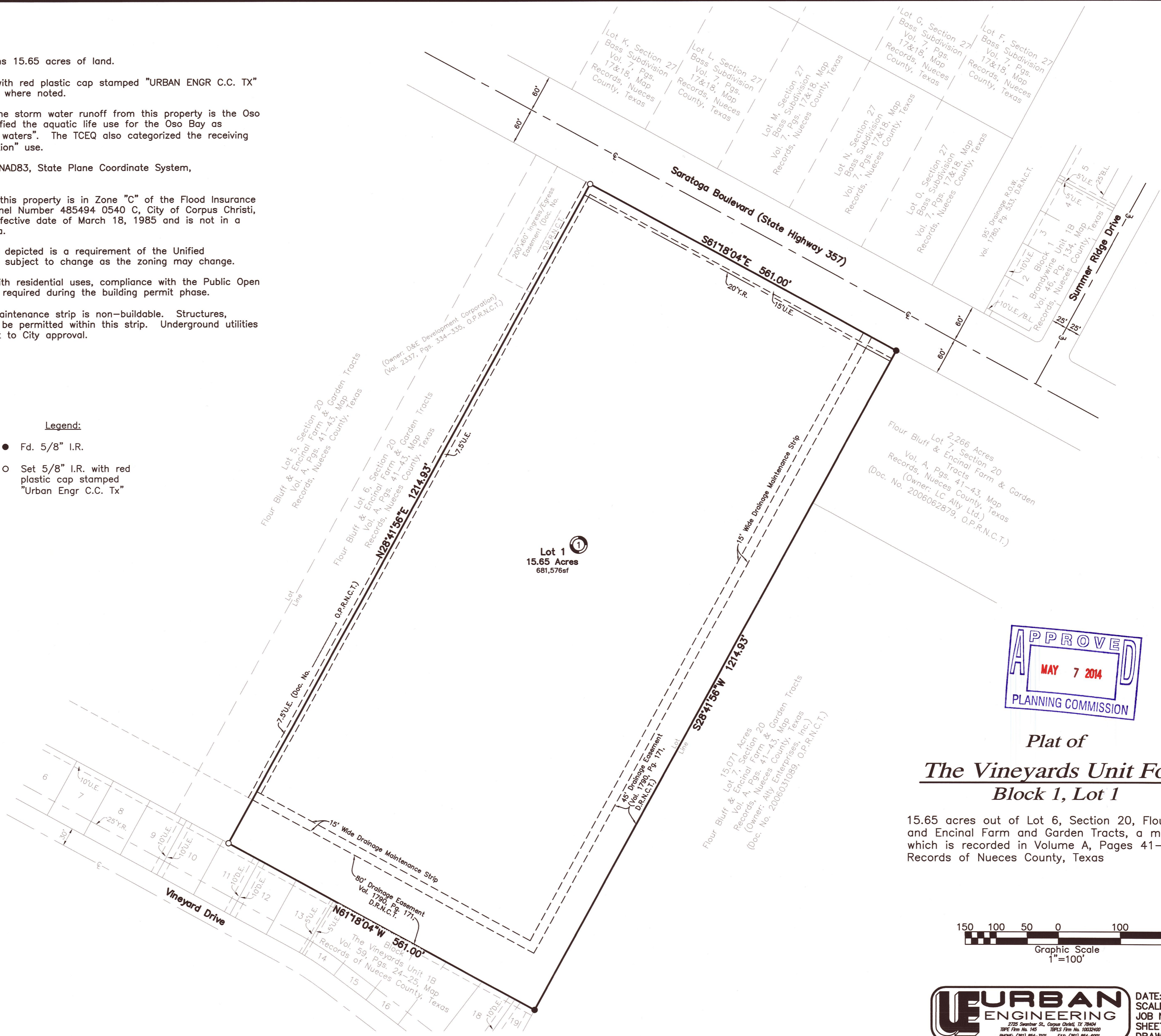
Notes:

- 1.) Total platted area contains 15.65 acres of land.
- 2.) Set 5/8 inch iron rods with red plastic cap stamped "URBAN ENGR C.C. TX" at all lot corners, except where noted.
- 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". The TCEQ also categorized the receiving water as "contact recreation" use.
- 4.) Bearings based on GPS, NAD83, State Plane Coordinate System, Texas South Zone 4205.
- 5.) By graphic plotting only, this property is in Zone "C" of the Flood Insurance Rate Map, Community Panel Number 485494 0540 C, City of Corpus Christi, Texas, which bears an effective date of March 18, 1985 and is not in a Special Flood Hazard Area.
- 6.) The yard requirement, as depicted is a requirement of the Unified Development Code and is subject to change as the zoning may change.
- 7.) If any lot is developed with residential uses, compliance with the Public Open Space regulations will be required during the building permit phase.
- 8.) The 15' wide drainage maintenance strip is non-buildable. Structures, including fences, will not be permitted within this strip. Underground utilities may be permitted subject to City approval.



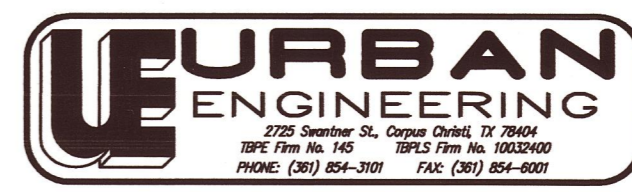
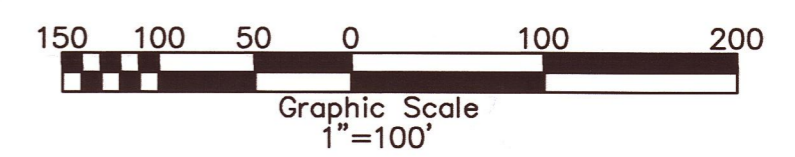
Legend:

- Fd. 5/8" I.R.
- Set 5/8" I.R. with red plastic cap stamped "Urban Engr C.C. Tx"



**Plat of
The Vineyards Unit Four
Block 1, Lot 1**


15.65 acres out of Lot 6, Section 20, Flour Bluff and Encinal Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41-43, Map Records of Nueces County, Texas



DATE: March 28, 2014
 SCALE: 1"=100'
 JOB NO.: 04462.B4.00
 SHEET: 2 of 2
 DRAWN BY: XG

APPLICATION FOR WATERLINE REIMBURSEMENT

We, The Icon at Corpus Christi, Limited Partnership, 4200 E. Skelly Drive, Suite 800, Tulsa, Oklahoma, 74135, owners and developers of proposed The Vineyards Unit Four, Block 1, Lot 1, hereby request reimbursement of \$60,193.60 for the installation of the water distribution main, in conjunction with said lot, as provided for by City Ordinance No. 17092. \$142,907.56 is the construction cost, including 8% Engineering and Surveying, in excess of the lot/acreage fee, as shown by the cost supporting documents attached herewith.



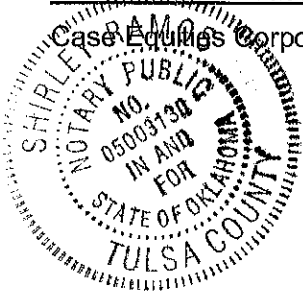
Mike D. Case, President
Case Equities Corporation

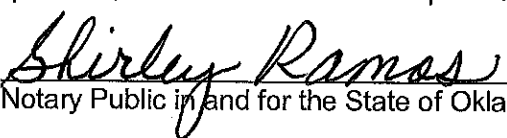
10/6/14

Date

Okla.
THE STATE OF TEXAS §
COUNTY OF TULSA §

This instrument was acknowledged before me on October 6, 2014, by
Mike D. Case (Name), President (Title), of
Case Equities Corporation, an Oklahoma Corporation, on behalf of the said corporation.





Notary Public in and for the State of Oklahoma

CERTIFICATION

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

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

Development Services Engineer (Date)

APPLICATION FOR WATERLINE CREDIT

We, Icon at Corpus Christi, Limited Partnership, 4200 E. Skelly Drive, Suite 800, Tulsa, Oklahoma, 74135, owners and developers of proposed The Vineyards Unit Four, Block 1, Lot 1, hereby apply for \$22,520.35 credit towards the water lot/acreage fee for the installation of the water distribution main as provided for by City Ordinance No. 17092. \$165,427.91 is the construction cost, including 8% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

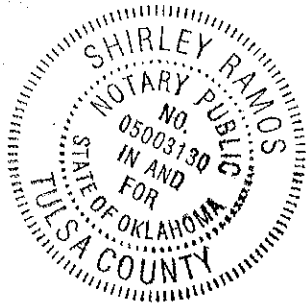
[Signature]
Mike D. Case, President
Case Equities Corporation

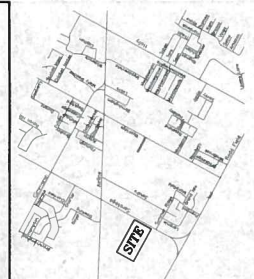
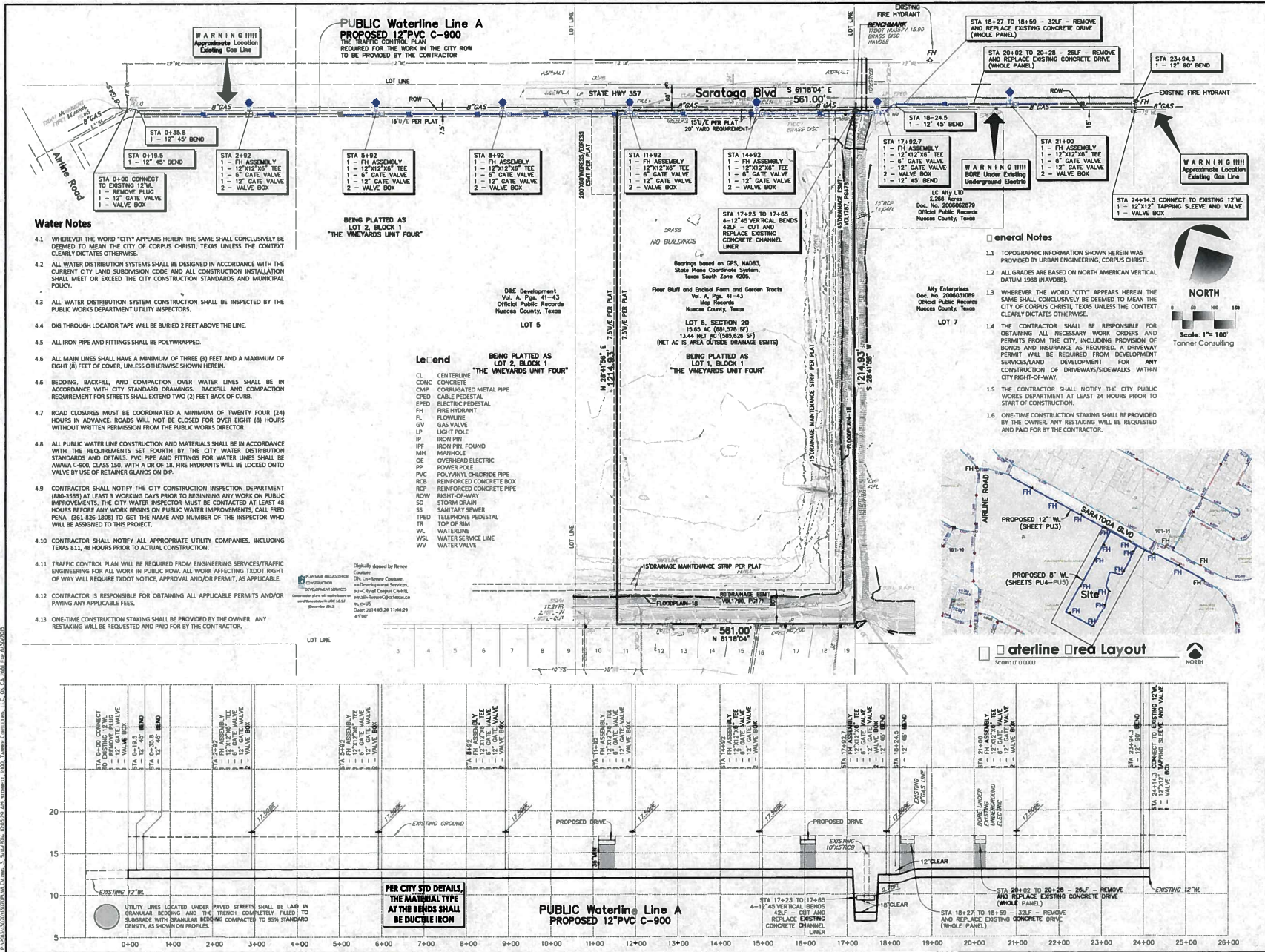
10/6/14
Date

Okla.
THE STATE OF TEXAS §
COUNTY OF TULSA §

This instrument was acknowledged before me on October 6, 2014, by
Mike D. Case (Name), President (Title), of
Case Equities Corporation, an Oklahoma Corporation, on behalf of the said corporation.

Shirley Ramos
Notary Public in and for the State of Oklahoma





COUNTY OF NUECES
CITY OF CORPUS CHRISTI
Vicinity Map
Scale: N.T.S.

OWNER:
The Icon at Corpus Christi, LP
an Oklahoma LP.
6901 Saratoga Blvd.
Corpus Christi, Texas 78414
Phone: (918)492-1983
Contact: Mike D. Case

Waterline Plan and Profile

PROJECT: 13070
DATE: 04/20/14
PLAN SCALE: 1"=100'
DATE: 04/20/14

PU3

Exhibit 3

DAN E. TANNER, PE

Email: Dan@TannerBaitShop.Com

Tanner Consulting, LLC

Fax: 918-745-9969

Tx Registration no. F-4367 Exp 12/31/2015

Engineer's Estimate for **WATER REIMBURSEMENT**
 Legal Description: **Lot1, Block 1, The Vineyards Unit Four**
 The Icon At Corpus Christi
 6901 Saragtoga Blvd - SEPTEMBER 30, 2014

Item	Description	Quantity	Unit	Unit Cost	Extension
Erosion Control (Non-Reimbursable by City)					
1.	Sediment Basin Maintenance	1	EA	\$ 1,631.07	\$ 1,631.07
2.	Stabilized Construction Entrance	1	EA	\$ 1,631.07	\$ 1,631.07
3.	Silt Fence (Along East and South Boundaries)	1,600	LF	\$ 2.28	\$ 3,653.59
4.	Inlet Protection	42	EA	\$ 48.93	\$ 2,055.15

SUBTOTAL \$ 8,970.87

Item	Description	Quantity	Unit	Unit Cost	Extension
Site Grading (Non-Reimbursable by City)					
1.	Clearing and Grubbing	13.50	AC	\$ 652.43	\$ 8,807.77
2.	Strip 5" Topsoil and Unclassified Excavation	9,076	CY	\$ 5.68	\$ 51,514.88
3.	Stockpile-Pile and Leave Topsoil Onsite	1	LS	\$ 2,398.54	\$ 2,398.54
4.	Common Excavation (Contractor to Calculate Qty)	24,875	CY	\$ 3.10	\$ 77,088.35
5.	Building Pads (Undercut 24" and Import Fill)	9,216	CY	\$ 9.13	\$ 84,178.77

SUBTOTAL \$ 223,988.30

Item	Description	Quantity	Unit	Unit Cost	Extension
Shared Access (Non-Reimbursable by City)					
1.	Fine Grading (to 24" behind curb)	1,185	SY	\$ 0.72	\$ 850.44
2.	8" Lime Stabilized Subgrade (to 24" behind curb)	1,185	SY	\$ 3.91	\$ 4,638.76
3.	2" Hot Mix Asphalt	874	SY	\$ 0.26	\$ 228.09
4.	6" Reinforced Concrete (Apron at Saratoga Blvd)	111	SY	\$ 27.40	\$ 3,041.62
5.	8" Limestone Base	985	SY	\$ 24.96	\$ 24,581.01
6.	6" Concrete Barrier Curb & Gutter	497	LF	\$ 7.67	\$ 3,810.01

SUBTOTAL \$ 37,149.92

Item	Description	Quantity	Unit	Unit Cost	Extension
On-Site Paving (Non-Reimbursable by City)					
1.	Fine Grading (to 12" behind curb)	22,650	SY	\$ 0.72	\$ 16,255.22
2.	8" Lime Stabilized Subgrade (to 12" behind curb)	22,650	SY	\$ 3.91	\$ 88,664.85
3.	5" Asphalt	19,829	SY	\$ 11.52	\$ 228,441.50
4.	6" Reinforced Concrete (Apron at Saratoga Blvd)	101	SY	\$ 27.40	\$ 2,767.60
5.	8" Limestone Base (Apron at Saratoga Blvd)	101	SY	\$ 24.96	\$ 2,520.49
6.	6" Reinforced Concrete (at Trash Areas)	275	SY	\$ 27.40	\$ 7,544.67
7.	4" Aggregate Base (at Trash Areas)	275	SY	\$ 8.14	\$ 2,241.43
8.	6" Concrete Barrier Curb & Gutter	6,973	LF	\$ 7.67	\$ 53,455.15

SUBTOTAL \$ 401,890.91

Item	Description	Quantity	Unit	Unit Cost	Extension
On-Site Storm Drainage (Non-Reimbursable by City)					
1.	Excavation & Backfill, Unclassified	2,031	CY	\$ 2.65	\$ 5,390.27
2.	30" HDPE	287	LF	\$ 114.12	\$ 32,753.01
3.	24" HDPE	438	LF	\$ 91.56	\$ 40,104.59
4.	18" HDPE	901	LF	\$ 72.99	\$ 65,759.49
5.	15" HDPE	1,322	LF	\$ 63.70	\$ 84,206.11
6.	12" HDPE	1,181	LF	\$ 39.81	\$ 47,015.61
7.	30"End Section	2	EA	\$ 2,919.40	\$ 5,838.80
8.	24"End Section	1	EA	\$ 2,919.40	\$ 2,919.40
9.	18"End Section	2	EA	\$ 2,919.40	\$ 5,838.80
10.	Concrete Splash Pad at Endsections	5	EA	\$ 2,919.40	\$ 14,597.00
11.	Std 4' ID Manhole	2	EA	\$ 2,919.40	\$ 5,838.80
12.	Std DGDI Curb Inlet (2 Grate)	11	EA	\$ 3,450.20	\$ 37,952.20
13.	Std 2 Grate Sump Inlet (in Paving)	10	EA	\$ 3,450.20	\$ 34,502.00
14.	Nyloplast 18" Inline Drain (in grass areas)	17	EA	\$ 1,061.60	\$ 18,047.20
15.	Nyloplast 24" Inline Drain (in grass areas)	4	EA	\$ 1,194.30	\$ 4,777.20
16.	Nyloplast Junction (in grass areas)	1	EA	\$ 995.25	\$ 995.25

SUBTOTAL \$ 406,535.74

Item	Description	Quantity	Unit	Unit Cost	Extension
On-Site Sanitary Sewer (Private) (Non-Reimbursable by City)					
1.	Excavation & Backfill, Unclassified	3,816	CY	\$ 3.15	\$ 12,020.40
2.	8" PVC Pipe, SDR26	2,380	LF	\$ 111.83	\$ 266,154.68
3.	Std 4' ID Manhole	10	EA	\$ 3,465.00	\$ 34,650.00
4.	Std 4' ID MH Additional Depth (Over 6')	45	VF	\$ 299.25	\$ 13,466.25
5.	8"x8"x4" Tee	28	EA	\$ 275.63	\$ 7,717.50

SUBTOTAL \$ 334,008.83

Item	Description	Quantity	Unit	Unit Cost	Extension
Off-Site Sanitary Sewer (Public) (Non-Reimbursable by City)					
1.	Excavation & Backfill, Unclassified	416	CY	\$ 2.00	\$ 832.00
2.	8" PVC Pipe, SDR26	149	LF	\$ 71.00	\$ 10,579.00
3.	Std 4' ID Manhole	2	EA	\$ 2,200.00	\$ 4,400.00
4.	Std 4' ID MH Additional Depth (Over 6')	25	VF	\$ 190.00	\$ 4,750.00
5.	Connect to existing sanitary main	1	EA	\$ 175.00	\$ 175.00

SUBTOTAL \$ 20,736.00

Item	Description	Quantity	Unit	Unit Cost	Extension
On-Site Water Mains (Non-Reimbursable by City)					
1.	Excavation & Backfill, Unclassified	1,118	CY	\$ 2.72	\$ 3,042.27
2.	8" PVC Pipe, C-900	3,022	LF	\$ 96.56	\$ 291,804.32
3.	12"x12" x 8" Tapping Sleeve & Valve	2	EA	\$ 6,120.00	\$ 12,240.00
4.	8" Gate Valve	11	EA	\$ 1,496.00	\$ 16,456.00
5.	6" Gate Valve	9	EA	\$ 1,292.00	\$ 11,628.00
6.	Valve Box	22	EA	\$ 163.20	\$ 3,590.40
7.	3-Way Fire Hydrant Assembly	11	EA	\$ 3,808.00	\$ 41,888.00
8.	6" PVC Pipe (3 FH Leaders)	26	LF	\$ 32.64	\$ 848.64
9.	8"x 8" x 6" Tee	11	EA	\$ 476.00	\$ 5,236.00
10.	8" 90 degree Bend	2	EA	\$ 476.00	\$ 952.00
11.	8" 45 degree Bend	5	EA	\$ 476.00	\$ 2,380.00
12.	8" 22.5 degree Bend	6	EA	\$ 476.00	\$ 2,856.00
13.	8" 11.25 degree Bend	2	EA	\$ 476.00	\$ 952.00

SUBTOTAL \$ 393,873.63

Item	Description	Quantity	Unit	Unit Cost	Extension
OFFSITE WATER ITEMS (FOR CITY REIMBURSEMENT)					
1.	Remove and replace ex conc drives	58	LF	\$206.90	\$12,000.20
2.	Cut and Replace Channel Liner in-kind	42	LF	\$165.95	\$6,969.90
3.	Excavation and Backfill, Unclassified	688	CY	\$38.90	\$26,763.20
4.	8-Inch PVC Pipe C-690	1,853	LF	\$17.68	\$32,761.04
5.	Remove Plug	1	EA	\$400.00	\$400.00
6.	12" x 8" Tapping Sleeve and Valve	1	EA	\$7,665.00	\$7,665.00
7.	8" x 8" x 6" Tee	5	EA	\$651.43	\$3,257.15
8.	8" 90 Bend	1	EA	\$680.00	\$680.00
9.	8" 45 Bend	4	EA	\$350.00	\$1,400.00
10.	8" 45 Vertical Bend	4	EA	\$357.50	\$1,430.00
11.	8" Gate Valve	6	EA	\$3,003.75	\$18,022.50
12.	6" Gate Valve	7	EA	\$1,500.00	\$10,500.00
13.	3-Way Fire Hydrant with 12"x12"x6" Tee	5	EA	\$5,800.00	\$29,000.00
14.	Standard Valve Box	12	EA	\$193.75	\$2,325.00

SUBTOTAL **\$153,173.99**

Total Construction **\$1,980,328.19**

Engineering Cost 8% **\$158,426.26**

TOTAL **\$2,138,754.45**



5323 SOUTH LEWIS AVENUE
 TULSA OKLAHOMA 74105-6539
 P: 918.745.9929

DAN E. TANNER, PE
 Email: Dan@TannerBaitShop.Com

Tanner Consulting, LLC
 Tx Registration no. F-4367 Exp 12/31/2015
 Legal Description: **Lot1, Block 1, The Vineyards Unit Four**
 The Icon At Corpus Christi
 6901 Saragtoga Blvd - SEPTEMBER 30, 2014

Fax: 918-745-9969

Item	Description	Quantity	Unit	Unit Cost	Extension
OFFSITE WATER ITEMS (FOR CITY REIMBURSEMENT)					
1.	Remove and replace ex conc drives	58	LF	\$206.90	\$12,000.20
2.	Cut and Replace Channel Liner in-kind	42	LF	\$165.95	\$6,969.90
3.	Excavation and Backfill, Unclassified	688	CY	\$38.90	\$26,763.20
4.	8-Inch PVC Pipe C-900	1,853	LF	\$17.68	\$32,761.04
5.	Remove Plug	1	EA	\$400.00	\$400.00
6.	12" x 8" Tapping Sleeve and Valve	1	EA	\$7,665.00	\$7,665.00
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9.	8" 45 Bend	4	EA	\$350.00	\$1,400.00
10.	8" 45 Vertical Bend	4	EA	\$357.50	\$1,430.00
11.	8" Gate Valve	6	EA	\$3,003.75	\$18,022.50
12.	6" Gate Valve	7	EA	\$1,500.00	\$10,500.00
13.	3-Way Fire Hydrant with 12"x12"x6" Tee	5	EA	\$5,800.00	\$29,000.00
14.	Standard Valve Box	12	EA	\$193.75	\$2,325.00

SUBTOTAL \$153,173.99

Engineering Cost 8% \$12,253.92

TOTAL \$165,427.91

OFFSITE REIMBURSEMENT (50%) (82,713.95)

LESS ACREAGE FEE VALUE (22,520.35)

TOTAL AMOUNT REIMBURSABLE 60,193.60



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: Icon at Corpus Christi, Limited Partnership
STREET: 6801 Saratoga CITY: Corpus Christi ZIP: 78414
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 "NONE" Job Title and City Department (if known) N/A

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 "NONE" Title N/A

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 "NONE" Board, Commission/ or Committee N/A

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 "NONE" Consultant N/A

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: J. Michael Hays Title: Exec V.P. of G.P.
(Print)

Signature of Certifying Person: J. Michael Hays Date: 9/18/14

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.

ADDENDUM

A

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.