ORDINANCE AUTHORIZING CITY MANAGER OR DESIGNEE TO EXECUTE A WATER ARTERIAL AND GRID MAIN CONSTRUCTION AND REIMBURSEMENT AGREEMENT ("AGREEMENT") WITH ATA O. AZALI, LLC., ("DEVELOPER"), FOR THE CONSTRUCTION OF A WATER ARTERIAL TRANSMISSION AND GRID MAIN LINE AND APPROPRIATING $96,617.67 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 a water arterial transmission and grid main construction and reimbursement agreement ("Agreement"), attached hereto, with Ata O. Azali, LLC., ("Developer"), for the extension of a 12-inch water arterial transmission and grid main line, including all related appurtenances, for the development of Queen's Crossing Unit 2, Corpus Christi, Nueces County, Texas.

SECTION 2. Funding in the amount of $96,617.67 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	_____
Michael Hunter	_____	Mark Scott	_____
Chad Magill	_____	Carolyn Vaughn	_____
Colleen McIntyre	_____		

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

ATTEST:

_____	_____
Rebecca Huerta	Nelda Martinez
City Secretary	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 Ata O. Azali, LLC.,("Developer "), P.O. Box 8155, Corpus Christi, Texas 78468.

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 Queen's Crossing Unit 2 ("Development"), as shown in **Exhibit 1 (attached and incorporated)**;

WHEREAS, under the UDC and as a condition of such plat of Queen's Crossing Unit 2, 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 Cimarron for a distance of 1,077 linear feet in order to extend water grid main along Oso Parkway 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 Holly Road for a distance of 1,077 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 Queen's Crossing Unit 2, 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 1077 linear feet of 12-inch PVC waterline pipe.
2. Install four (4) 12" tees.
3. Install four (4) fire hydrant assemblies.
4. Install two (2) 12-inch gate valves with boxes.
5. Install three (3) 12-inch bend EL, any angle DI.
6. Install four (4) gate valves.
7. Install nine (9) 6 x 30 PVC nipples.
8. Install three (3) 6-inch bend any angle .
9. Install fifteen (15) 6-inch PVC pipe. .
10. Install one (1) 12 x 6 reducer.

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 **March 29, 2017.**

6. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this contract.

7. PROMPT AND GOOD FAITH ACTIONS

The parties shall act promptly and in good faith in performing their duties 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 **March 29, 2017.**

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. <u>FORCE MAJEURE</u>

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:

Ata O. Azali
President
Ata O. Azali, LLC
P.O. Box 8155
Corpus Christi, Texas 78468

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 **$96,617.67**. 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 as detailed in **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, Queen's Crossing Unit 2, 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 _____, 2016.

SIGNATURES FOUND ON PAGES 9 and 10.

Developer
Ata O. Azali, President
Ata O. Azali, LLC
P.O. Box 8155
Corpus Christi, Texas 78468

By:_____
Ata O. Azali
President

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was signed by Ata O. Azali, President, for Ata O. Azali, LLC., and acknowledged before me on the 17th day of February, 2016.

_____
Notary Public, State of Texas

ULTRA V PENA
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-02-2019

CITY OF CORPUS CHRISTI:

ATTEST:

By: _____
Rebecca Huerta
City Secretary

By: _____
Dan McGinn
Development Services Director

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

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

_____
Notary Public, State Of Texas

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

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

_____
Notary Public, State Of Texas

APPROVED AS TO FORM: This 18th day of February, 2016.

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

STATE OF TEXAS §
COUNTY OF NUECES §

WE, ATA O. AZALI INC., 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, ARE HEREBY DEDICATED TO THE PUBLIC USE FOREVER, AND THAT THIS PLAT WAS MADE THE PURPOSE OF DESCRIPTION AND DEDICATION.

THIS THE _____ DAY OF _____, 20____.

_____
ATA O. AZALI, PRESIDENT

STATE OF TEXAS §
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ATA O. AZALI, PRESIDENT OF ATA O. AZALI, INC.
THIS THE _____ DAY OF _____, 20____.

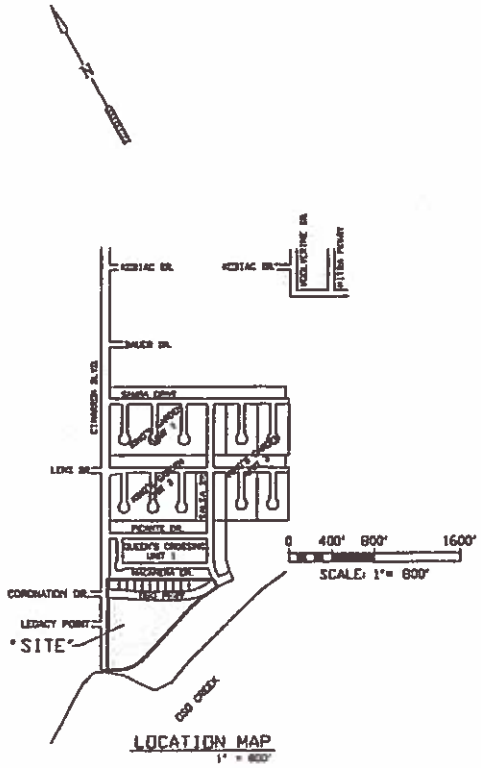
_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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
REGISTERED PROFESSIONAL LAND SURVEYOR,
TEXAS NUMBER 2211



LOCATION MAP
1" = 800'

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 ENGINEER FOR THE DEPARTMENT OF DEVELOPMENT SERVICES OF THE CITY OF CORPUS CHRISTI, TEXAS

_____
REHEE T. COUTURE, 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 SECRETARY
PHILIP J. RAMIREZ, A.I.A., LEED AP MARK E. VAN VLECK, P.E.

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

NOTES:

1. THE BASIS OF BEARINGS IS THE SOUTHWEST BOUNDARY LINE OF QUEEN'S CROSSING UNIT 1, S60°37'00"E, AS SHOWN.

2. THE SUBJECT SITE IS A PORTION OF A FORMER U.S. NAVAL AIRFIELD. RUNWAYS MADE OF CONCRETE OR ASPHALT. STORM SEWER PIPES AND INLETS, BUILDINGS AND OTHER APPURTENANCES MAY HAVE EXISTED AT THE SUBJECT SITE.

3. THE SUBJECT SITE LIES IN FEMA ZONE 'A' (EL 13) AS SHOWN, PURSUANT TO FEMA MAP, COMMUNITY PANEL NO. 485494 0360 B, REVISED JUNE 4, 1987.

4. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO CREEK. THE TCEQ HAS NOT CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO CREEK, BUT IT IS RECOGNIZED AS AN ENVIRONMENTALLY SENSITIVE AREA. THE OSO CREEK FLOWS DIRECTLY INTO THE OSO BAY. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO BAY AS 'EXCEPTIONAL' AND 'OYSTER WATERS' AND CATEGORIZED THE RECEIVING WATER AS 'CONTACT RECREATION' USE.

5. SET 5/8" IRON RODS AT ALL PROPERTY CORNERS UNLESS SHOWN OTHERWISE.

6. PRIVATE DRIVEWAY ACCESS FROM LOT 20, BLOCK 2 TO CIMARRON BOULEVARD IS PROHIBITED.

7. IF LOT 1, BLOCK 1 IS DEVELOPED WITH RESIDENTIAL USES, THE PUBLIC OPEN SPACE REQUIREMENT FEE WILL BE REQUIRED DURING THE PERMITTING PHASE OF THE DEVELOPMENT.

8. THE SUBJECT SITE CONTAINS 18.293 ACRES INCLUDING STREETS.

9. DRIVEWAYS TO OSO PARKWAY FOR LOTS IN BLOCK 2 SHALL BE AT LOCATIONS AS SHOWN IN PLAT.

APPROVED
FEB 26 2014
PLANNING COMMISSION

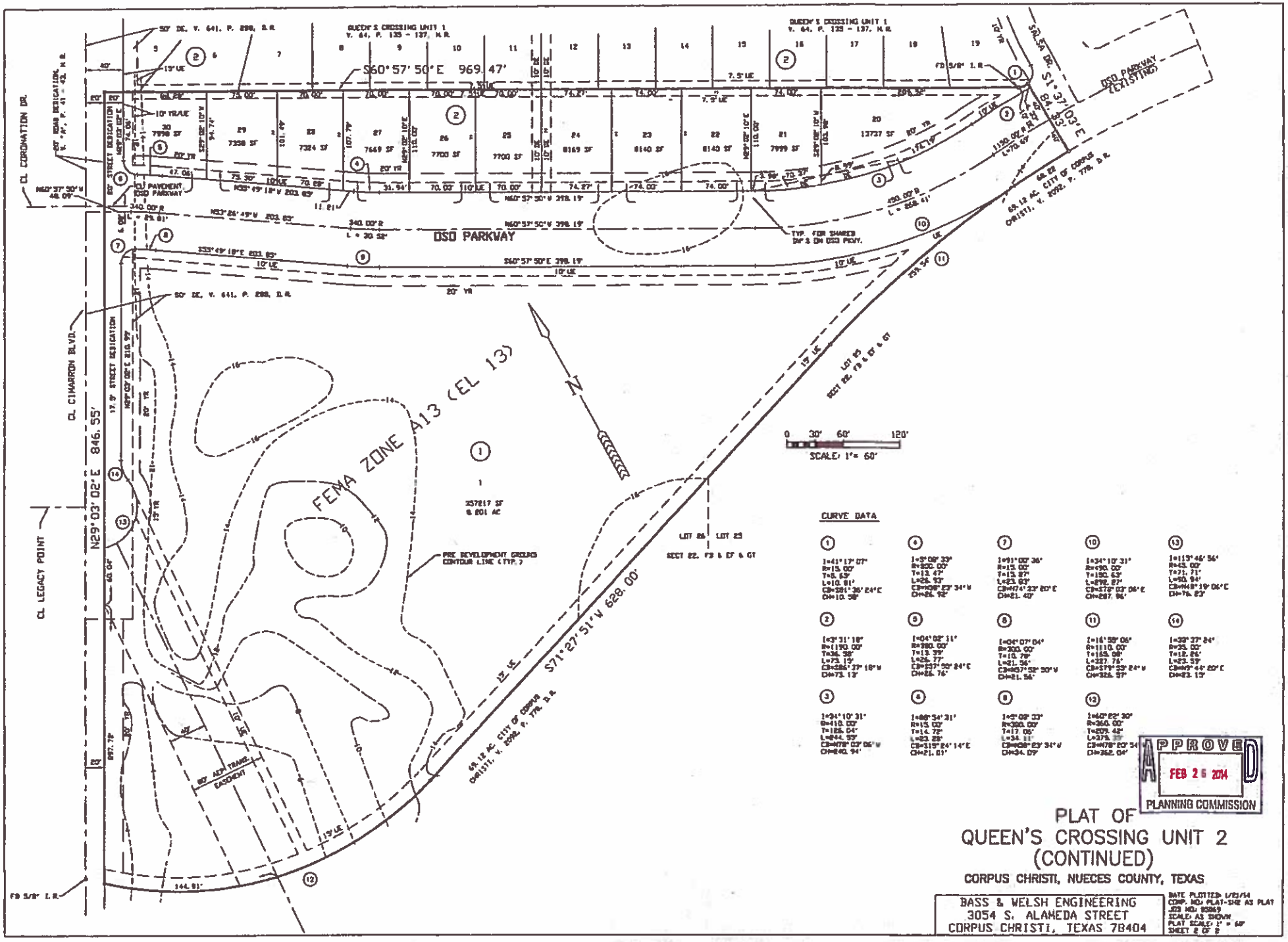
PLAT OF
QUEEN'S CROSSING UNIT 2

BEING 12.383 ACRES OF LAND, MORE OR LESS, A PORTION OF LOTS 25 & 26, SECTION 22, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, A MAP OF WHICH IS RECORDED IN V. "A", PAGES 41 – 43, MAP RECORDS, NUECES COUNTY, TEXAS.

CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING
3054 S. ALAMEDA STREET
CORPUS CHRISTI, TEXAS 78404

DATE PLOTTED 1/21/14
COMP. NO: PLAT-SHLEV3
LEED NO: 63869
SCALE: AS SHOWN
PLOT SCALED 1" = 60'
SHEET 1 OF 2



APPROVED
FEB 26 2014
PLANNING COMMISSION

PLAT OF QUEEN'S CROSSING UNIT 2 (CONTINUED)

CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING
3054 S. ALAMEDA STREET
CORPUS CHRISTI, TEXAS 78404

DATE PLOTTED: 1/21/14
COMP. NO: PLAT-SHE AS PLAT
JOB NO: 85869
SCALE: AS SHOWN
PLAT SCALE: 1" = 60'
SHEET 2 OF 2

APPLICATION FOR WATER LINE REIMBURSEMENT

We, Ata O. Azali, LLC., P.O. Box 8155, Corpus Christi, Texas, 78468, owners and developers of the proposed Queen's Crossing Unit 2 subdivision, hereby request reimbursement of $96,617.67, as provided for by City Ordinance No. 17092. $110,419.47 is the construction cost, including 11%Engineering, Surveying, and Testing, in excess of the lot and acreage fees, as shown by the cost supporting documents attached herewith.

By: _____

Title: President

Date: 2-16-16

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on February 16, 2016, by Ata O. Azali (Name), Member (Title), of Ata O. Azali, LLC., a Texas Limited Liability Company, on behalf of the said company.

ROSIE LOPEZ
ID# 481064-5
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-15-2017

_____
Notary Public in and for the State of Texas

CERTIFICATION

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

(a) Sufficiency of funds in the Water Grid Main Trust Fund, and

(b) Appropriation and approval by the City Council.

_____ 2/17/2016
Development Services Engineer Date

APPLICATION FOR WATER LINE CREDIT

We, Ata O. Azali, LLC., P.O. Box 8155, Corpus Christi, Texas, 78468, owners and developers of proposed Queen's Crossing Unit 2 subdivision, hereby apply for $13,801.80 credit towards the water distribution acreage and lot fees for the installation of the water grid main as provided for by City Ordinance No. 17092. $110,419.47 is the construction cost, including 11% Engineering & Surveying, as shown by the cost supporting documents attached herewith.

By: _____

Title: President

Date: 2-16-16

THE STATE OF TEXAS §

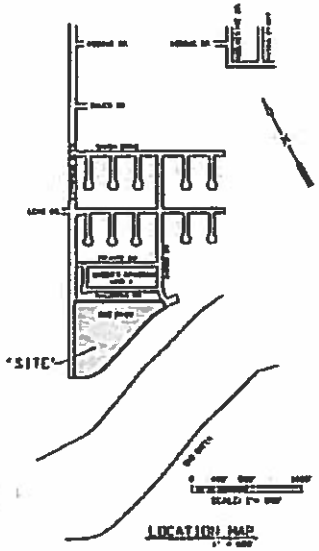
COUNTY OF NUECES §

This instrument was acknowledged before me on February 16, 2016, by Ata O. Azali (Name), Member (Title), of Ata O. Azali, LLC., a Texas Limited Liability Company, on behalf of the said company.

ROSIE LOPEZ
ID# 481064-5
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-15-2017

_____
Notary Public in and for the State of Texas

PUBLIC IMPROVEMENTS TO QUEEN'S CROSSING UNIT 2 CORPUS CHRISTI, NUECES COUNTY, TEXAS



SHEET INDEX

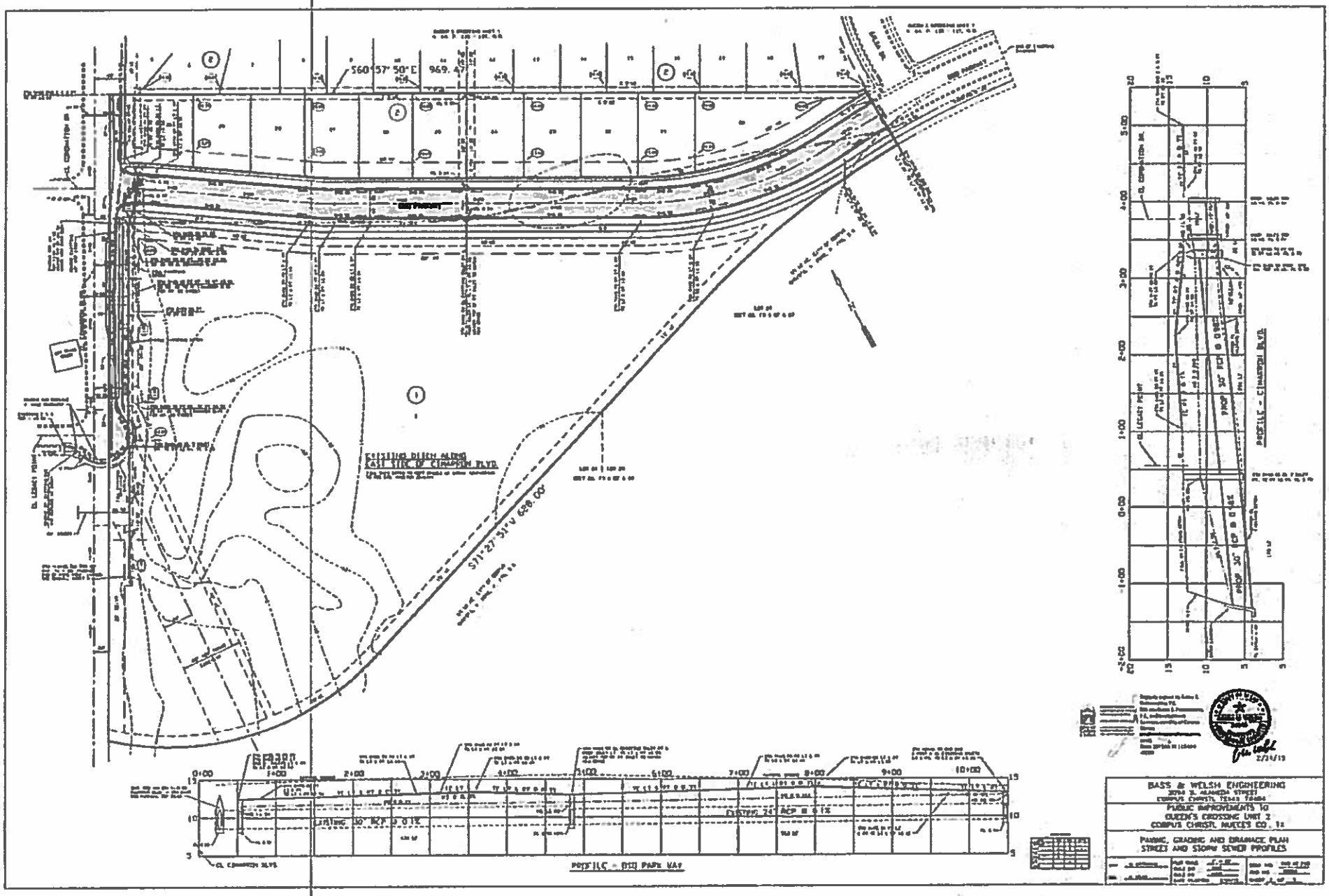
SHEET 1	COVER SHEET AND MISCELLANEOUS INFORMATION
SHEET 2	PAVING, GRADING AND DRAINAGE PLAN, STREET AND STORM SEWER PROFILES
SHEET 3	SANITARY SEWER AND WATER PLAN AND SANITARY SEWER PROFILES AND BASE MAPS
SHEET 4	STORM WATER POLLUTION PREVENTION PLAN, ESTIMATE SUMMARY
SHEET 5	STREET DETAILS

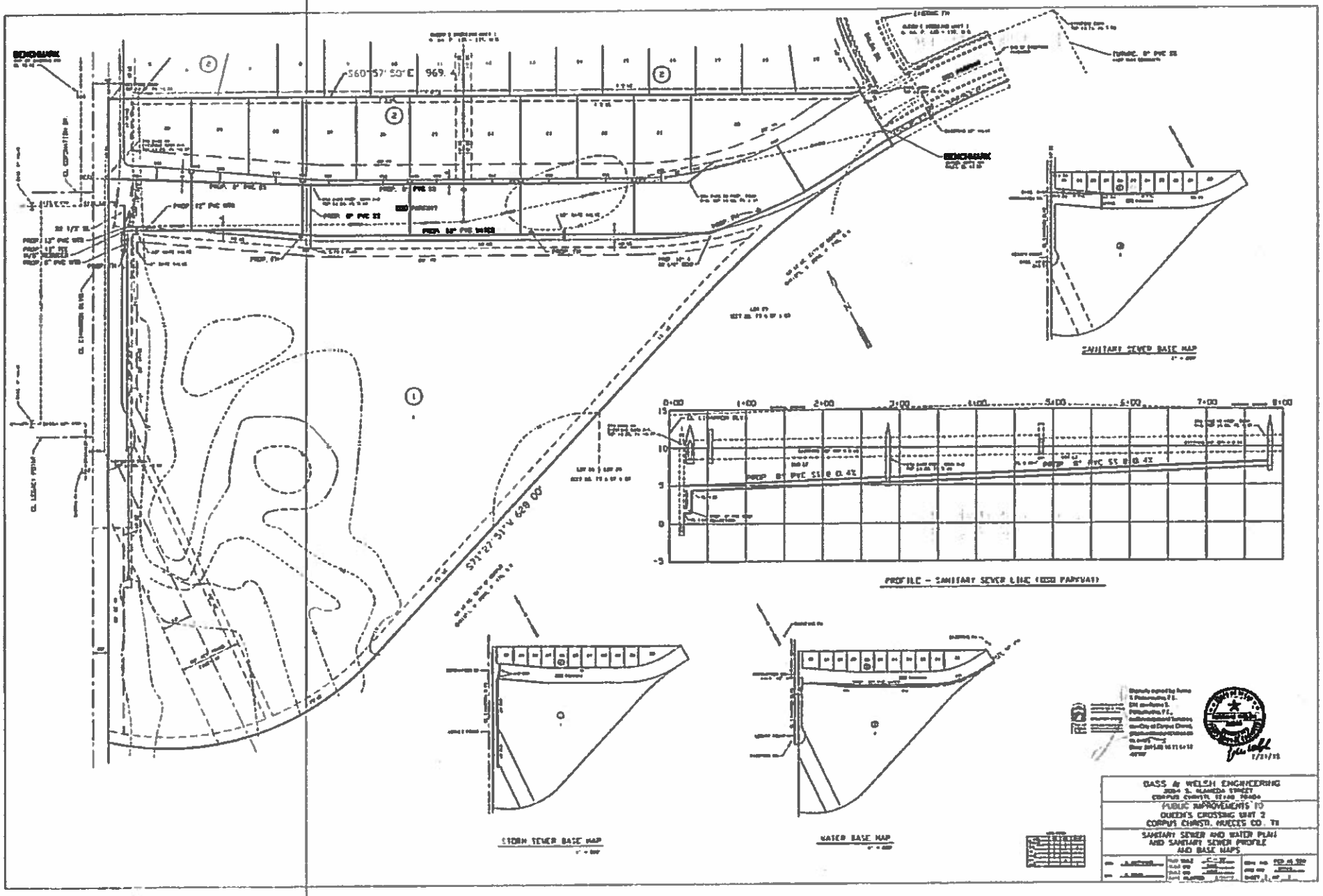
CALL BEFORE YOU DIG!

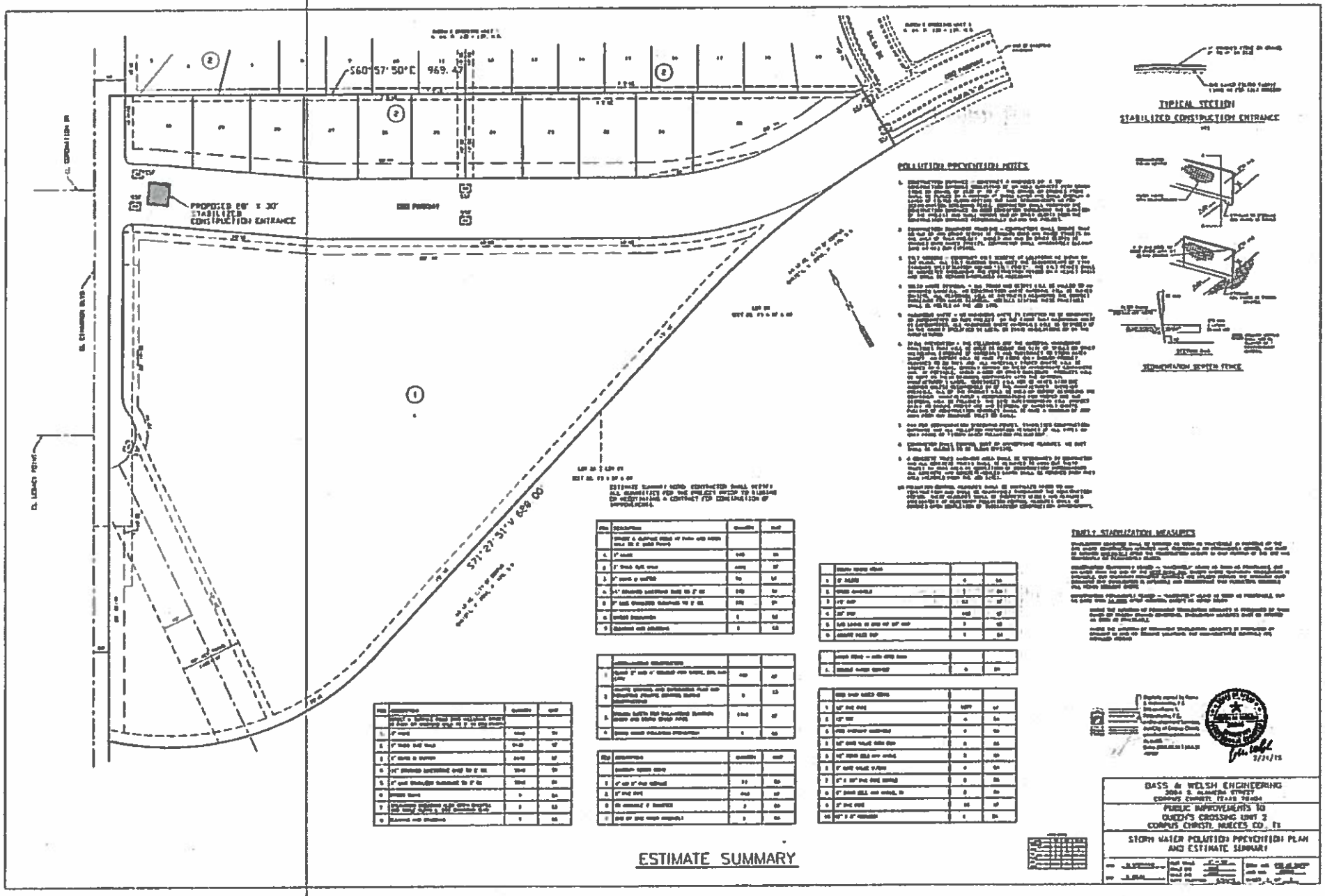
BASS AND WELSH ENGINEERING

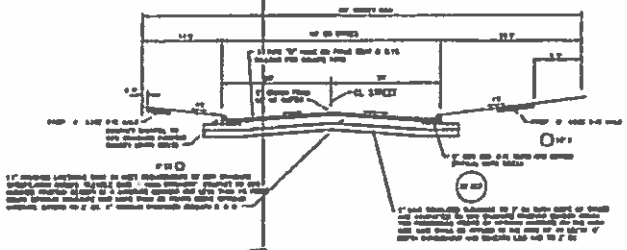
PUBLIC IMPROVEMENTS TO QUEEN'S CROSSING UNIT 2 CORPUS CHRISTI, NUECES CO., TX

COVER SHEET AND MISCELLANEOUS INFORMATION

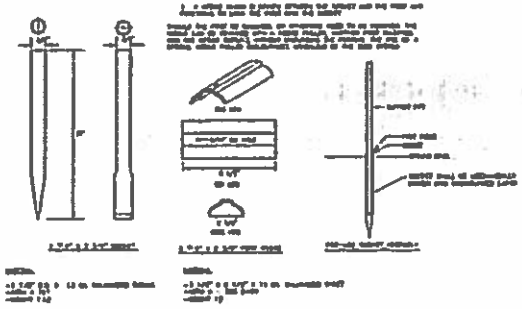

S60°57'50"E 969.
S11°27'51"W 628.00'
PROFILE - CHAMPION BLVD.
PROFILE - BIG PARK WAY
BASS & WELSH ENGINEERING
PUBLIC IMPROVEMENTS TO
QUEEN'S CROSSING UNIT 2
PAVING, GRADING AND DRAINAGE PLAN
STREET AND STORM SEWER PROFILES


BENCHMARK
S60°57'50"E 969.4'
S31°27'31"W 629.00'
SANITARY SEWER BASE MAP
PROFILE - SANITARY SEWER LINE
STORM SEWER BASE MAP
WATER BASE MAP
BASS & WELSH ENGINEERING
PUBLIC IMPROVEMENTS TO
QUEEN'S CROSSING UNIT 2
CORPUS CHRISTI, NUECES CO. TX
SANITARY SEWER AND WATER PLAN
AND SANITARY SEWER PROFILE
AND BASE MAPS

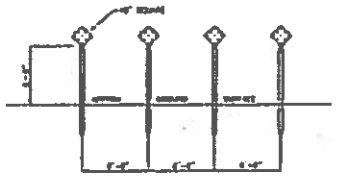

S60°57'50"E 969.4
PROPOSED 80' x 30' STABILIZED CONSTRUCTION ENTRANCE
S71°27'31"W 649.00
TYPICAL SECTION
STABILIZED CONSTRUCTION ENTRANCE
POLLUTION PREVENTION NOTES
TEMPORARY SEDIMENT FENCE
TIMELY STABILIZATION MEASURES
ESTIMATE SUMMARY
BASS & WELSH ENGINEERING
PUBLIC IMPROVEMENTS TO
QUEEN'S CROSSING UNIT 2
CORPUS CHRISTI, NUECES CO., TX
STORM WATER POLLUTION PREVENTION PLAN
AND ESTIMATE SUMMARY



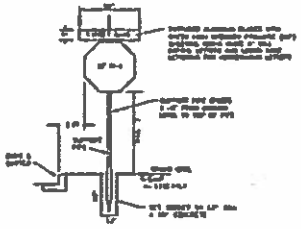
TYPICAL STREET SECTION – 050 PKWY.



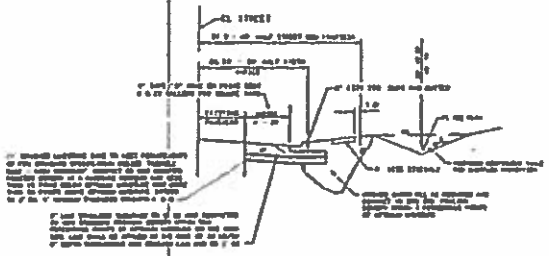
POST-LOC SIGN SUPPORT ASSEMBLY



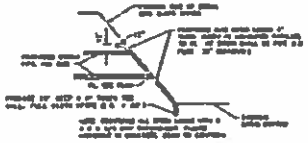
DETAIL – END OF ROAD BARRICADE INSTALLATION (TYPE DW – 4R OBJECT MARKERS)



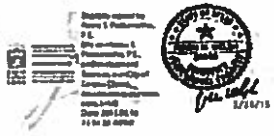
STOP SIGN INSTALLATION FOR RESIDENTIAL/COLLECTOR, ARTERIAL INTERSECTIONS



TYPICAL STREET SECTION – CINNAMON BLVD. LOOKING NORTHEAST



TYPICAL SECTION – PROPOSED CONCRETE LINING IN DITCH AT END OF PROPOSED 5TH. PKWY.



BASS AND WELSH ENGINEERING

PUBLIC IMPROVEMENTS TO
QUEEN'S CROSSING UNIT 2
CORPUS CHRISTI, NUECES CO., TX

STREET DETAILS

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

QUEEN'S CROSSING UNIT 2
COST ESTIMATE
03/30/15

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
STREET & SURFACE ITEMS (AT PARK & WIDEN WALK TO 8' IN OSO PKWY)					
1	4" HMAC	140	SY	36.50	5,110.00
2	6" CURB & GUTTER	70	LF	14.50	1,015.00
3	11" LIMESTONE BASE	172	SY	35.00	6,020.00
4	8" LIME STABILZED SUBGRADE TO 1'BC	172	SY	7.80	1,341.60
5	4" THICK R/C WALK	4872	SF	4.60	22,411.20
6	STREET EXCAVATION	1	LS	12,500.00	12,500.00
7	CLEARING & GRUBBING	1	LS	3,500.00	3,500.00

TOTAL STREET & SURFACE ITEMS **51,897.80**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
STREET & SURFACE ITEMS (NOT INCLUDING PARK OR WIDENING WALK)					
1	4" HMAC	4448	SY	36.50	162,352.00
2	4" THICK R/C WALK	9436	SF	4.60	43,405.60
3	6" CURB & GUTTER	2470	LF	14.50	35,815.00
4	11" LIMESTONE BASE	5548	SY	35.00	194,180.00
5	8" LIME STABILZED SUBGRADE TO 1'BC	5548	SY	7.80	43,274.40
6	STREET SIGNS	1	EA	300.00	300.00
7	EXCAVATION ALSO INCLUDING BACKFILL & SWALE ALONG E. SIDE CIMARRON BLVD	1	LS	52,500.00	52,500.00
8	CLEARING & GRUBBING	1	LS	8,800.00	8,800.00

TOTAL STREET & SURFACE ITEMS (AT PARK) **540,627.00**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
MISCELLANEOUS CONSTRUCTION					
1	BLANK 2" & 4" CONDUIT FOR AEP	100	LF	15.00	1,500.00
2	TRAFFIC CONTROL & BARRICADING PLAN (DURING CONSTRUCTION)	1	LS	4,800.00	4,800.00
3	TRENCH SAFETY FOR EXCAVATIONS (SANITARY SEWER & STORM SEWER PIPES OF ALL SIZES)	1369	LF	2.00	2,738.00
4	STORM WATER POLLUTION PREVENTION	1	LS	3,500.00	3,500.00

TOTAL MISCELLANEOUS CONSTRUCTION **12,538.00**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
SANITARY SEWER ITEMS					
1	4" OR 6" PVC SERVICES	11	EA	380.00	4,180.00
2	8" PVC PIPE	842	LF	48.00	40,416.00
3	FG MANHOLE 4' DIAMETER	2	EA	3,800.00	7,600.00
4	END OF LINE RISER ASSEMBLY	1	EA	500.00	500.00

TOTAL SANITARY SEWER ITEMS **52,696.00**

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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
STORM SEWER ITEMS					
1	5' INLET SLOT OR TYPE	4	EA	2,600.00	10,400.00
2	BRICK MANHOLE	1	EA	3,800.00	3,800.00
3	18" RCP	63	LF	44.00	2,772.00
4	30" RCP	462	LF	59.00	27,258.00
5	R/C CONCRETE LINING AT END OF PIPE	1	LS	3,500.00	3,500.00
6	ADJUST INLET TOP	1	LS	2,500.00	2,500.00

TOTAL STORM SEWER ITEMS **50,230.00**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
WATER ITEM - NON GRID ITEMS					
1	DOUBLE WATER SERVICE	5	EA	525.00	2,625.00

TOTAL STORM SEWER ITEMS **2,625.00**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
12" GRID MAIN WATER ITEMS					
1	12" PVC PIPE	1077	LF	66.00	71,082.00
2	12" TEE	4	EA	900.00	3,600.00
3	FIRE HYDRANT ASSEMBLY	4	EA	3,600.00	14,400.00
4	12" GATE VALVE W/BOX	2	EA	1,385.00	2,770.00
5	12" BEND EL, ANY ANGLE DI	3	EA	275.00	825.00
6	6" GATE VALVE	4	EA	800.00	3,200.00
7	6"X30" PVC NIPPLE	9	EA	225.00	2,025.00
8	6" BEND ANY ANGLE	3	EA	175.00	525.00
9	6" PVC PIPE	15	LF	50.00	750.00
10	12"X6" REDUCER	1	EA	300.00	300.00

TOTAL 12" GRID MAIN WATER ITEMS **99,477.00**

SUBTOTAL CONSTRUCTION **810,090.80**

11% ENGINEERING, SURVEYING & TESTING **89,109.99**

$899,200.79

NIXON M. WELSH, P.E., R.P.L.S.
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BASS WELSH ENGINEERING
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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

QUEEN'S CROSSING UNIT 2
12" GRID MAIN COST ESTIMATE
03/30/15

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
12" GRID MAIN WATER ITEMS					
1	12" PVC PIPE	1077	LF	66.00	71,082.00
2	12" TEE	4	EA	900.00	3,600.00
3	FIRE HYDRANT ASSEMBLY	4	EA	3,600.00	14,400.00
4	12" GATE VALVE W/BOX	2	EA	1,385.00	2,770.00
5	12" BEND EL, ANY ANGLE DI	3	EA	275.00	825.00
6	6" GATE VALVE	4	EA	800.00	3,200.00
7	6"X30" PVC NIPPLE	9	EA	225.00	2,025.00
8	6" BEND ANY ANGLE	3	EA	175.00	525.00
9	6" PVC PIPE	15	LF	50.00	750.00
10	12"X6" REDUCER	1	EA	300.00	300.00

SUBTOTAL	**99,477.00**
11% ENGINEERING, SURVEYING & TESTING	**10,942.47**
SUBTOTAL	**110,419.47**
LESS WATER DISTRIBUTION SYSTEM ACREAGE & LOT FEE	**-13,801.80**
TOTAL AMOUNT REIMBURSEABLE	**$96,617.67**

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) EMPLOYER'S LIABILITY	Which Complies With The Texas Workers' Compensation Act And Paragraph II Of This Exhibit. $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

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: ATA O AZALI LLC

STREET: P.O. B 8155 **CITY:** Corpus Christi **ZIP:** 78468

FIRM is: ☐ Corporation ☐ Partnership ☑ Sole Owner ☐ Association ☐ Other_____

DISCLOSURE QUESTIONS

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

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

Name	Job Title and City Department (if known)
N/A	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	Title
N/A	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	Board, Commission, or Committee
N/A	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	Consultant
N/A	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: Ata. O. AZALI (Print) Title: President

Signature of Certifying Person: [signature] Date: 2-16-16

DEFINITIONS

a. "Board Member". A member of any board, commission or committee appointed by the City Council of the City of Corpus Christi, Texas.

b. "Employee". Any person employed by the City of Corpus Christi, Texas, either on a full or part time basis, but not as an independent contractor.

c. "Firm". Any entity operated for economic gain, whether professional, industrial or commercial and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust and entities which, for purposes of taxation, are treated as non-profit organizations.

d. "Official". The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads and Municipal Court Judges of the City of Corpus Christi, Texas.

e. "Ownership Interest". Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holding or control established through voting trusts, proxies or special terms of venture or partnership agreements.

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.