

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

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Wastewater trunk line, force main and lift station Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and Peterson Properties, Ltd., ("Developer/Owner"), a Texas limited partnership.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on March 9, 2016 to develop a tract of land, to wit: 35.41 acres of land being portions of Lots 9 through 11, and portions of Lots 14 through 15, Section 5, Range VIII, of the Gugenheim & Cohn's Farm Lots, known as Westpoint Crossing Block 1, Lots 1 and 2, located along Old Brownsville Road on the southeast corner of Old Brownsville Road and North Padre Island Drive (SH 358), as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement.

WHEREAS, under the UDC, the Developer/Owner is responsible for construction of the wastewater trunk line, force main and lift station ("Trunk Line, Force Main and Lift Station");

WHEREAS, under the UDC, the Developer/Owner is eligible for reimbursement of the Developer/Owner's costs for the construction of Trunk Line, Force Main and Lift Station;

WHEREAS, it is to the best interest of the City that the Trunk Line, Force Main and Lift Station be constructed to its ultimate capacity under the City's applicable Master Plan;

WHEREAS, Section 8.5.2.E.2 of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when funds become fully available in the Sanitary Sewer Trunk System Trust Fund and are appropriated by the City Council; and

WHEREAS, the Developer/Owner has submitted an application for reimbursement of the costs from the Sanitary Sewer Trunk System Trust Fund for installing the Trunk Line, Force Main and Lift Station, 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 Trunk Line, Force Main and Lift Station in compliance with the City's UDC and under the plans and specifications approved by the City's Development Services Engineer.

2. **PLANS AND SPECIFICATIONS.**

- a. Developer/Owner shall contract with a professional engineer, acceptable to the City's Development Services Engineer, to prepare plans and specifications for the Trunk Line, Force Main and Lift Station, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following basic design:

1. 1 Lump Sum General Conditions
2. Mobilization
3. Install one (1) Lift Station – Total flow of 470 gpm
 - a. 8 inch diameter wet well
 - b. (2) two each 5HP 480V Pumps
 - c. One 6 inch Force Main
4. Install 7,040 linear feet of 6" PVC Green C-900 Force Main (DR 25)
5. Install one (1) 6" D.I. 90 Degree Bend (M.J.)
6. Install twenty (20) 6" D.I. 45 Degree Bend (M.J.)
7. Install three (3) 7 6" D.I. 22 1/2 Degree Bend (M.J.)
8. Install three (3) 6" Plug Valves
9. Install three (3) Air Release Valves
10. Install 44 linear feet of 12" Steel Casing
11. Install 75 square yards of Asphalt Repair
12. One (1) Lump Sum Tie Proposed Force Main to Existing Manhole
13. One (1) Lump Sum Twin 30" RCP with S.E.T
14. Install 900 square feet 14 7" Thick Concrete Driveway
15. Install 368 linear feet 10" PVC Gravity Line (14'-16' Cut)
16. Install 683 linear feet 10" PVC Gravity Line (12'-14' Cut)
17. Install 449 linear feet 10" PVC Gravity Line (10'-12' Cut)
18. Install 250 linear feet 8" PVC Gravity Line (10'-12' Cut)
19. Install 378 linear feet 8" PVC Gravity Line (8'-10' Cut)
20. Install one (1) 5' Diameter Manhole (14'-16' Deep)
21. Install two (2) 4' Diameter Manhole (12'-14' Deep)
22. Install one (1) 4' Diameter Manhole (10'-12' Deep)
23. Install one (1) 4' Diameter Manhole (8'-10' Deep)
24. One lump sum Pollution Prevention Plan

25. Install 2,128 linear feet OSHA Trench Protection
26. Install 84 linear feet 2" HDPE Waterline by Open Cut
27. Install 163 linear feet 2" HDPE Waterline by Boring
28. Install one (1) Water Meter
29. Install one (1) Tie Prop. 2" HDPE Waterline to Exist. Waterline

- b. The Trunk Line, Force Main and Lift Station must begin at the proposed manhole on the southeast corner of Old Brownsville Road and North Padre Island Drive (SH 358) and extend to proposed wastewater lift station and extend 7,040 linear feet of proposed 6-inch wastewater force main and continue east and southeast to tie to an existing manhole.
- c. The plans and specifications must comply with the City's Wastewater 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.

3. SITE IMPROVEMENTS. Prior to the start of construction of the Trunk Line, Force Main and Lift Station, Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Trunk Line, Force Main and Lift Station. If any of the property needed for the Easements is owned by a third party and the Developer/Owner is unable to acquire the Easements through reasonable efforts, then the City will use its powers of eminent domain to acquire the Easements.

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 Trunk Line, Force Main and Lift Station.

5. DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS. Developer/Owner shall award a contract and complete the Trunk Line, Force Main and Lift Station, under the approved plans and specifications, by **May 24, 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 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 Trunk Line, Force Main and Lift Station, 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 Trunk Line, Force Main and Lift Station under the approved plans and specifications.

e. Developer/Owner's contractor fails to complete construction of the Trunk Line, Force Main and Lift Station, under the approved plans and specifications, on or before **May 24, 2017**.

f. Either the City or the Developer/Owner otherwise fails to comply with its duties or 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 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:

**Peterson Properties, Ltd.
attn: Patricia Peterson Nuss, Christy Peterson Brown and James D. Peterson
5830 McArdle, Suite 201
Corpus Christi, Texas 78412**

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 Trunk Line, Force Main and Lift Station, contracts for testing services, and contracts with the contractor for the construction of the Trunk Line, Force Main and Lift Station 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. WARRANTY. Developer/Owner shall fully warranty the workmanship of and function of the Trunk Line, Force Main and Lift Station and the construction of the Trunk Line, Force Main and Lift Station for a period of one year from and after the date of acceptance of the facilities by the City's Director of Engineering Services and Development Services Engineer.

15. REIMBURSEMENT.

a. Subject to the conditions for reimbursement from the Sanitary Sewer Trunk System Trust Fund and the appropriation of funds, the City will reimburse the developer, the reasonable actual cost of the Trunk Line, Force Main and Lift Station up to an amount not to exceed **\$911,341.24** 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 no later than 30 days from the date of the invoice. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement **Exhibit 5**.

c. To be eligible for reimbursement, the work must be 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 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 TRUNK LINE, FORCE MAIN AND LIFT STATION.

17. COVENANT RUNNING WITH THE LAND. This Agreement is a covenant running with the land, to wit: Westpoint Crossing, Block 1, Lots 1 & 2, 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 6**.

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

Dan McGinn
Interim Director of Development Services

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

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

Notary Public, State Of Texas

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by Dan McGinn, Interim 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: _____, 2016.

Assistant City Attorney
For the City Attorney

OWNER:

**Peterson Properties, Ltd., a Texas
Limited Partnership**

By: _____
Patricia Peterson Nuss, General
Partner

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by
Patricia Peterson Nuss, General Partner, Peterson Properties, Ltd., a Texas Limited
Partnership, on behalf of said partnership.

Notary Public's Signature

OWNER:

**Peterson Properties, Ltd., a Texas
Limited Partnership**

By: _____
Christy Peterson Brown, General
Partner

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by
Christy Peterson Brown, General Partner, Peterson Properties, Ltd., a Texas Limited
Partnership, on behalf of said partnership.

Notary Public's Signature

OWNER:

**Peterson Properties, Ltd., a Texas
Limited Partnership**

By: _____
Patricia Peterson Nuss, General
Partner

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by
James D. Peterson, General Partner, Peterson Properties, Ltd., a Texas Limited Partnership, on
behalf of said partnership.

Notary Public's Signature

Notes:

- 1.) Total platted area contains 35.41 acres of land. (Includes Street Dedication)
- 2.) 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.
- 3.) Bearings based on GPS, NAD83, State Plane Coordinate System, Texas South Zone 4205.
- 4.) By graphic plotting only, this property is in Zone "C" on Flood Insurance Rate Map, Community Panel No. 485464 0165 C, City of Corpus Christi, Texas, which bears an effective date of July 23, 1971 and is not in a Special Flood Hazard Area.
- 5.) If any lot is developed with residential uses, compliance with the open space regulation will be required during the building permit phase.
- 6.) Wastewater improvements provided by service agreement, filed and recorded in Document No. _____, Official Public Records of Nueces County, Texas.



Plat of
Westpoint Crossing
Block 1, Lots 1 and 2

35.41 Acres of Land being portions of Lots 9 through 11, and portions of Lots 14 through 15, Section 5, Range VIII, of the Gugenheim & Cohn's Farm Lots, a Map of which is recorded in Volume A, Page 53, Map Records of Nueces County, Texas, Tracts 1-B, 2-B, 3-B and Tract 6, M.M. Gabriel Land, a map of which is recorded in Volume 2, Page 22, Miscellaneous Map Records of Nueces County, Texas, a 9.980 Acre Tract, described as Tract II, conveyed in a warranty deed from Patricia Ray Peterson Nuss to Peterson Properties, LTD., a Texas limited partnership recorded in Document Number 837113, Official Public Records of Nueces County, Texas, a 2.083 Acre Tract conveyed in a warranty deed from Page J. Gabriel and wife, Virginia Mae Gabriel to Gulfway Shopping Center Inc. recorded in Volume 1310, Page 177, Deed Records of Nueces County, Texas, and all of a 0.446 Acre Tract conveyed in a Warranty Deed from J.V. Gabriel and wife, Wanda Gabriel to Ray E. Peterson recorded in Volume 903, Page 352, Deed Records of Nueces County, Texas.

State of Texas
County of Nueces

Peterson Properties, Ltd., a Texas Limited Partnership, 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, in fee simple, 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: _____ By: _____
Patricia Peterson Nuss, General Partner Chris Ann Peterson Brown, General Partner

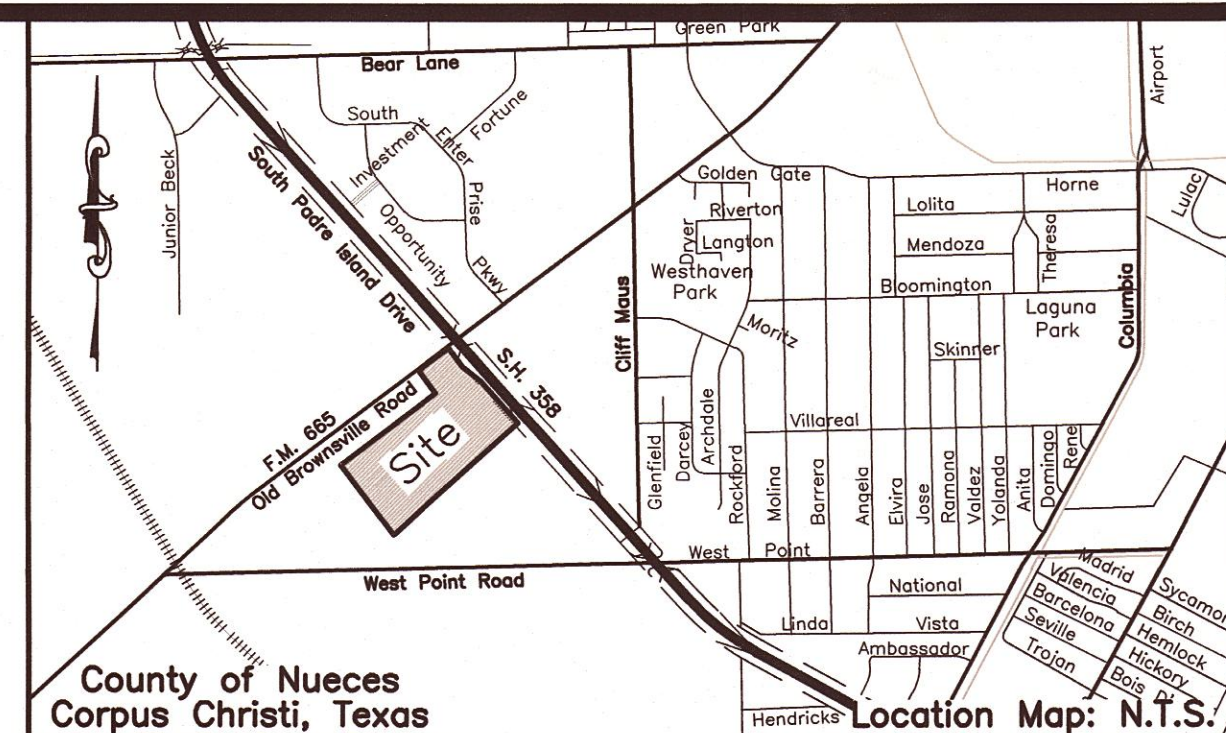
By: _____
James D. Peterson, General Partner

State of Texas
County of Nueces

This instrument was acknowledged before me by Patricia Peterson Nuss, Chris Ann Peterson Brown and James D. Peterson, as General Partners of Peterson Properties, Ltd., a Texas Limited Partnership, on behalf of said partnership.

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_____.

Ratna Pottumuthu, P.E., LEED AP
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_____.

Daniel McGinn, A.I.C.P.
Interim Secretary

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

State of Texas
County of Nueces

I, Kara Sands, 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

Kara Sands, County Clerk
Nueces County, Texas

at _____ O'clock ____M.
_____, 20_____

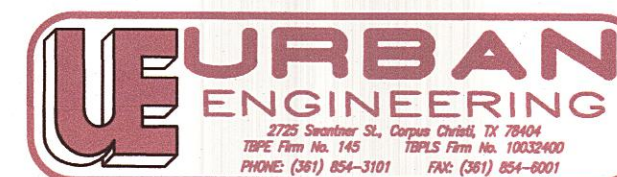
By: _____
Deputy

State of Texas
County of Nueces

I, James D. Carr, 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_____.

James. D. Carr, R.P.L.S.
Texas License No. 6458



DATE: January 27, 2016
SCALE: 1"=100'
JOB NO.: 40706.B6.00
SHEET: 1 of 2
DRAWN BY: XG

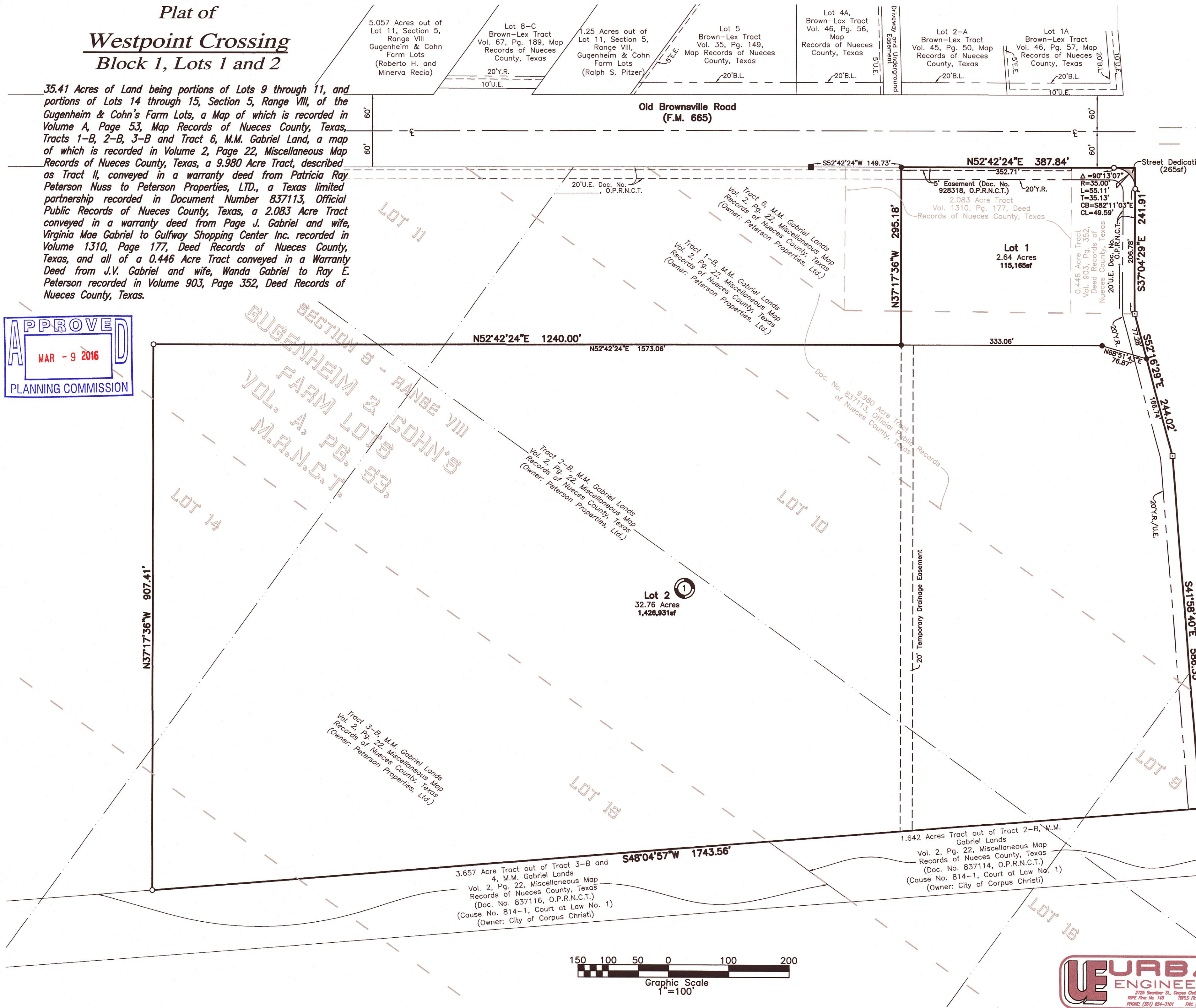
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Plat of Westpoint Crossing Block 1, Lots 1 and 2

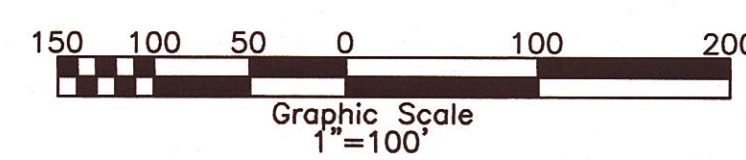
35.41 Acres of Land being portions of Lots 9 through 11, and portions of Lots 14 through 15, Section 5, Range VIII, of the Gugenheim & Cohn's Farm Lots, a Map of which is recorded in Volume A, Page 53, Map Records of Nueces County, Texas, Tracts 1-B, 2-B, 3-B and Tract 6, M.M. Gabriel Land, a map of which is recorded in Volume 2, Page 22, Miscellaneous Map Records of Nueces County, Texas, a 9.980 Acre Tract, described as Tract II, conveyed in a warranty deed from Patricia Ray Peterson Nuss to Peterson Properties, LTD., a Texas limited partnership recorded in Document Number 837113, Official Public Records of Nueces County, Texas, a 2.083 Acre Tract conveyed in a warranty deed from Page J. Gabriel and wife, Virginia Mae Gabriel to Gulfway Shopping Center Inc. recorded in Volume 1310, Page 177, Deed Records of Nueces County, Texas, and all of a 0.446 Acre Tract conveyed in a Warranty Deed from J.V. Gabriel and wife, Wanda Gabriel to Ray E. Peterson recorded in Volume 903, Page 352, Deed Records of Nueces County, Texas.



- Legend:**
- Fd. 5/8 inch iron rod with red plastic cap stamped "Urban Engr C.C. Tx"
 - Set 5/8 inch iron rod with red plastic cap stamped "Urban Engr C.C. Tx"
 - Found TxDOT Monument (Type I)
 - Found 2 1/2 Inch Iron Pipe
 - Gugenheim & Cohn's Farm Lots
 - Gabriel Lands Tracts



South Padre Island Drive
(State Highway 358)
(Frontage Road)
Right-of-way Varies



DATE: January 27, 2016
SCALE: 1"=100'
JOB NO.: 40706.B6.00
SHEET: 2 of 2
DRAWN BY: XG

APPLICATION FOR WASTE WATER REIMBURSEMENT

We, Peterson Properties, Ltd., a Texas limited partnership, whose address is P.O. Box 8229, Corpus Christi, Texas 78468, owners and developers of proposed Westpoint Crossing, Block 1, Lots 1 and 2, hereby request reimbursement of \$ 911,341.24 for the installation of the waste water 8" and 10" PVC SDR26 sanitary sewer pipe in conjunction with said lot, as provided for by City Ordinance No. 17396. \$246,351.45 is the construction cost, including 11.5% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

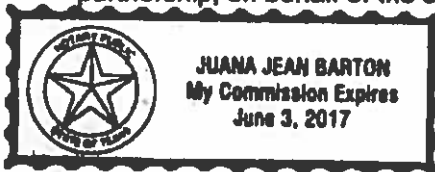

Patricia Peterson Nuss
General Partner

3/4/16
Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on March 4, 2016, by Patricia Peterson Nuss, General Partner of Peterson Properties, Ltd., a Texas limited partnership, on behalf of the said partnership.




Notary Public in and for the State of Texas

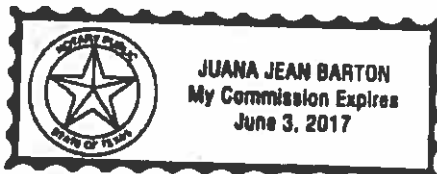

Chris Ann Peterson Brown
General Partner

3/3/16
Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on March 3, 2016, by Chris Ann Peterson Brown, General Partner of Peterson Properties, Ltd., a Texas limited partnership, on behalf of the said partnership.



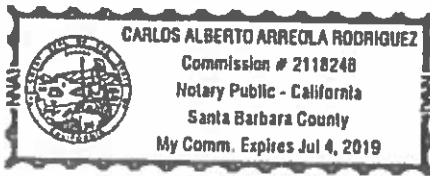

Notary Public in and for the State of Texas

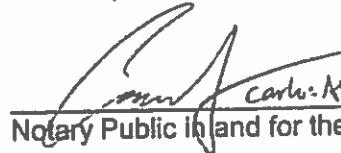

James D. Peterson
General Partner

3/4/16
Date

THE STATE OF ~~TEXAS~~ ^{California} §
COUNTY OF ~~MERCER~~ ^{Santa Barbara} §

This instrument was acknowledged before me on March 4th, 2016, by James D. Peterson, General Partner of Peterson Properties, Ltd., a Texas limited partnership, on behalf of the said partnership.




Notary Public in and for the State of ~~Texas~~ ^{California}

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 Collection Line Trust Fund, and
- (b) Appropriation and approval by the City Council.

Development Services Engineer

(Date)

APPLICATION FOR WASTE WATER CREDIT

We, Peterson Properties, Ltd., a Texas limited partnership, whose address is P.O. Box 8229, Corpus Christi, Texas 78468, owners and developers of proposed Westpoint Crossing, Block 1, Lots 1 and 2, hereby apply for \$55,629.11 credit towards the waste water acreage fee for the waste water 8" and 10" PVC SDR26 sanitary sewer pipe in conjunction with said subdivision as provided for by City Ordinance No. 17396. \$246,351.45 is the construction cost, including 11.5% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

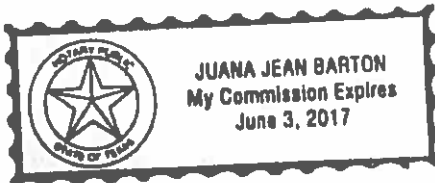

Patricia Peterson Nuss
General Partner


Date 3/4/16

THE STATE OF TEXAS §

COUNTY OF NUECES §

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Notary Public in and for the State of Texas

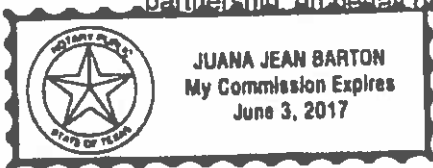

Chris Ann Peterson Brown
General Partner


Date 3/3/16

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on March 3, 2016, by Chris Ann Peterson Brown, General Partner of Peterson Properties, Ltd., a Texas limited partnership, on behalf of the said partnership.



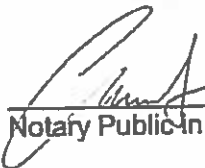

Notary Public in and for the State of Texas

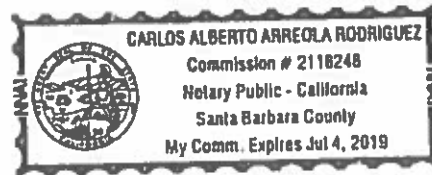

James D. Peterson
General Partner

3/4/16
Date

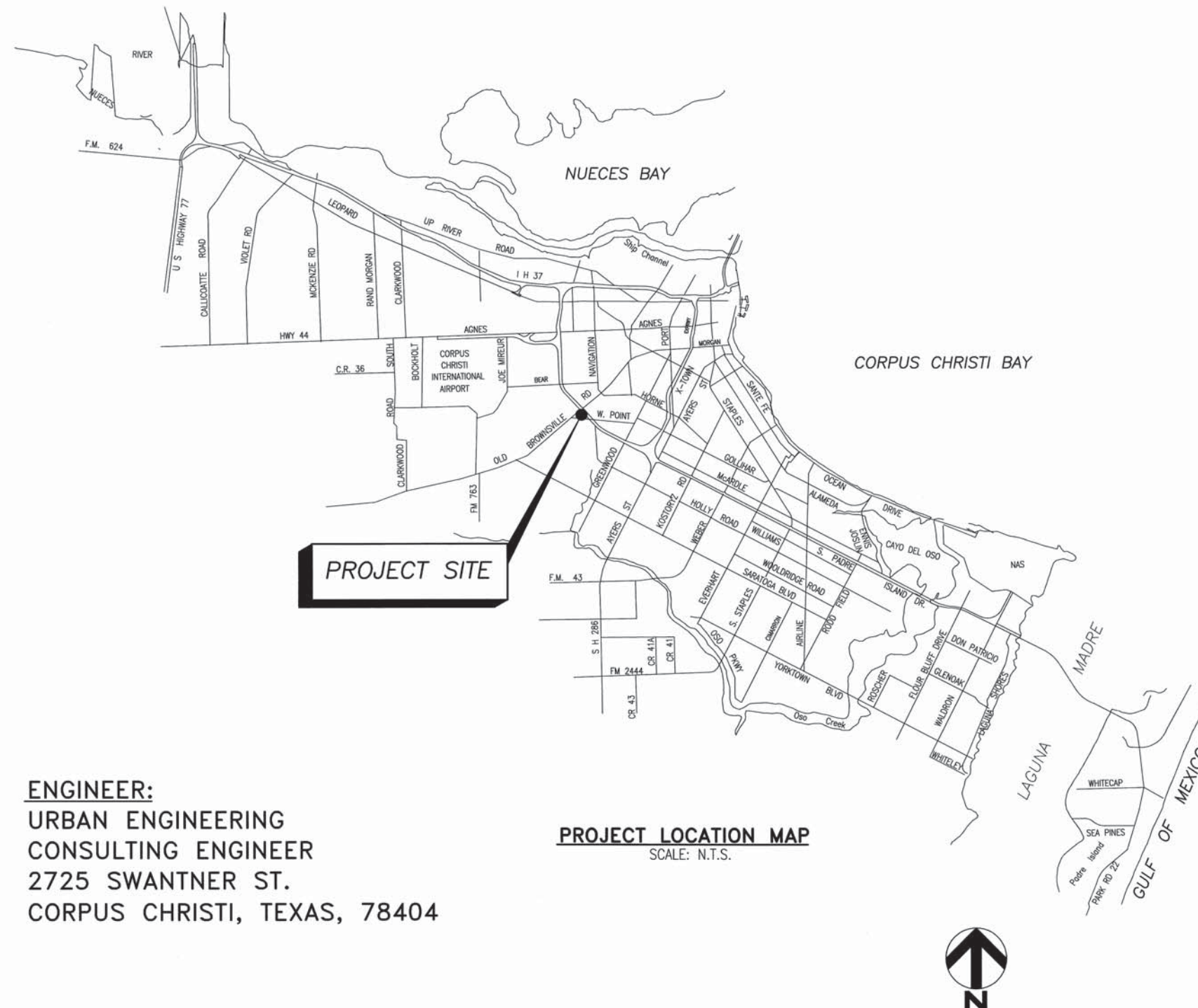
THE STATE OF ~~TEXAS~~ ^{California} §
COUNTY OF ~~EL PASO~~ ^{Santa Barbara}

This instrument was acknowledged before me on March 4th, 2016, by James D. Peterson, General Partner of Peterson Properties, Ltd., a Texas limited partnership, on behalf of the said partnership.


Carlos Alberto Arreola Rodriguez
Notary Public in and for the State of ~~Texas~~ California



CONSTRUCTION PLANS FOR WEST POINT CROSSING SANITARY SEWER IMPROVEMENTS CORPUS CHRISTI, TEXAS



ENGINEER:
URBAN ENGINEERING
CONSULTING ENGINEER
2725 SWANTNER ST.
CORPUS CHRISTI, TEXAS, 78404

PROJECT LOCATION MAP
SCALE: N.T.S.

SHEET NO.	DESCRIPTION
1.	TITLE SHEET AND INDEX
2.	BASIS OF DESIGN
3.	KEY MAP
4.	AREA MAP FOR FORCE MAIN
5.	FORCE MAIN PLAN AND PROFILES STA. 0+00 THRU STA. 8+00
6.	FORCE MAIN PLAN AND PROFILES STA. 8+00 THRU STA. 18+00
7.	FORCE MAIN PLAN AND PROFILES STA. 18+00 THRU STA. 28+00
8.	FORCE MAIN PLAN AND PROFILES STA. 28+00 THRU STA. 38+00
9.	FORCE MAIN PLAN AND PROFILES STA. 38+00 THRU STA. 48+00
10.	FORCE MAIN PLAN AND PROFILES STA. 48+00 THRU STA. 58+00
11.	FORCE MAIN PLAN AND PROFILES STA. 58+00 THRU END
12.	LIFT STATION SITE PLAN
13.	LIFT STATION DIMENSION PLAN
14.	LIFT STATION SECTION AND DETAILS
15.	LIFT STATION ELECTRICAL
16.	AREA MAP FOR GRAVITY SANITARY SEWER
17.	GRAVITY SEWER PLAN AND PROFILES STA. 0+00 THRU STA. 20+00
18.	GRAVITY SEWER PLAN AND PROFILES STA. 20+00 THRU END
19.	WATER SERVICE PLAN

THE FOLLOWING TxDOT STANDARDS SHEETS SPECIFICALLY IDENTIFIED BELOW HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

M. F. Hudson, P.E.

20. SAFETY END TREATMENT

CORPUS CHRISTI CITY STANDARDS DETAILS
CITY STANDARDS SANITARY SEWER
CITY STANDARDS SANITARY SEWER (2)
CITY STANDARDS SANITARY SEWER (3)
CITY STANDARDS SANITARY SEWER (4)
CITY STANDARDS SANITARY SEWER (5)
CITY STANDARDS WATER DETAILS
CITY STANDARDS WATER DETAILS (2)
CITY STANDARDS WATER DETAILS (3)
CITY STANDARDS WATER DETAILS (4)
CITY STANDARDS WATER DETAILS (5)

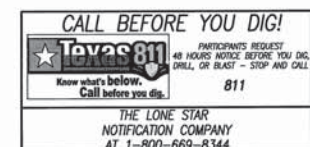


Digitally signed by
Ratna S. Pottumuthu,
P.E.
DN: cn=Ratna S.
Pottumuthu, P.E.,
o=Development
Services, ou=City of
Corpus Christi,
email=ratnap@cctexas
.com, c=US
Date: 2015.04.24
11:08:30 -05'00'

EXISTING UTILITIES SHOWN ARE FOR REFERENCE ONLY.
CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL
LOCATIONS IN THE FIELD PRIOR TO CONSTRUCTION.



BY
MURRAY F. HUDSON, P.E.



TYPE FORM NO. 145, TSPS FORM NO. 10032400
2725 SWANTNER DR., CORPUS CHRISTI, TX 78404
PHONE: 361.854.3101 WWW.URBANENG.COM

JOB NO. 40706.B4.01
DATE: MARCH 2015

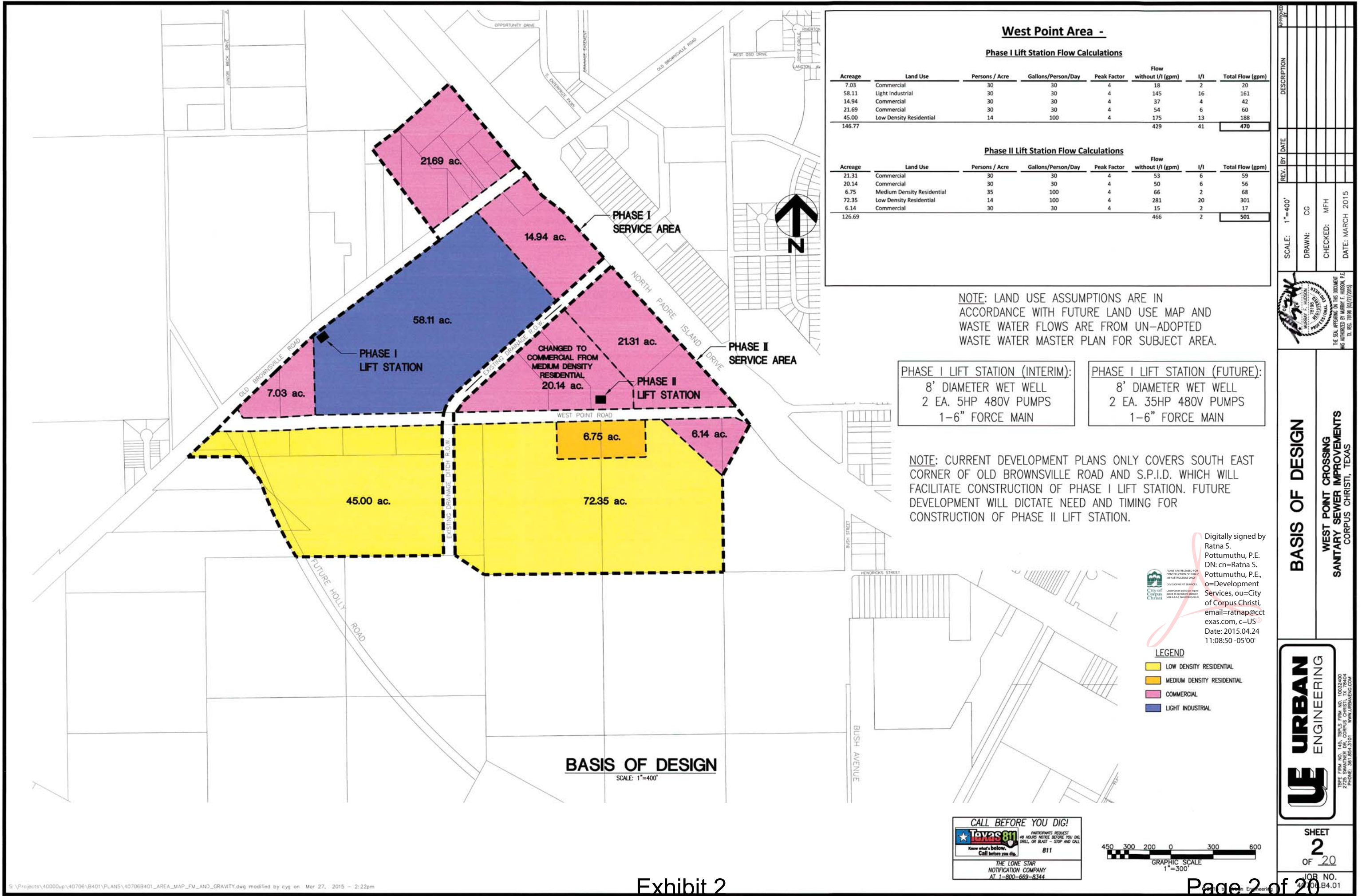
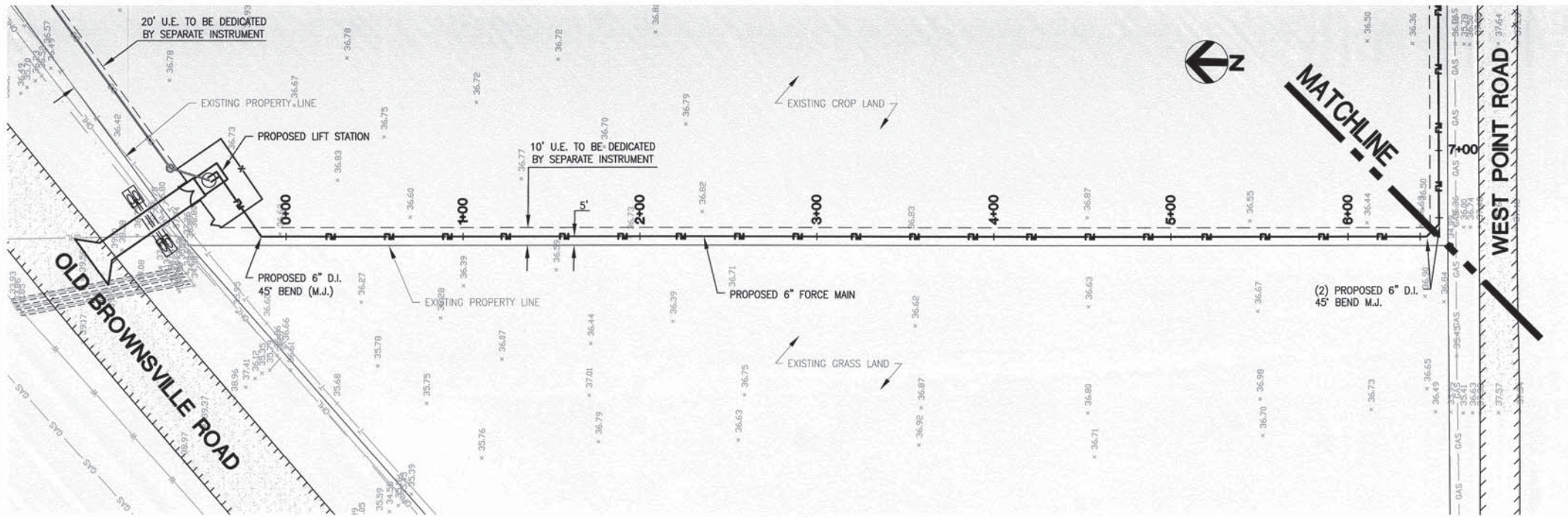
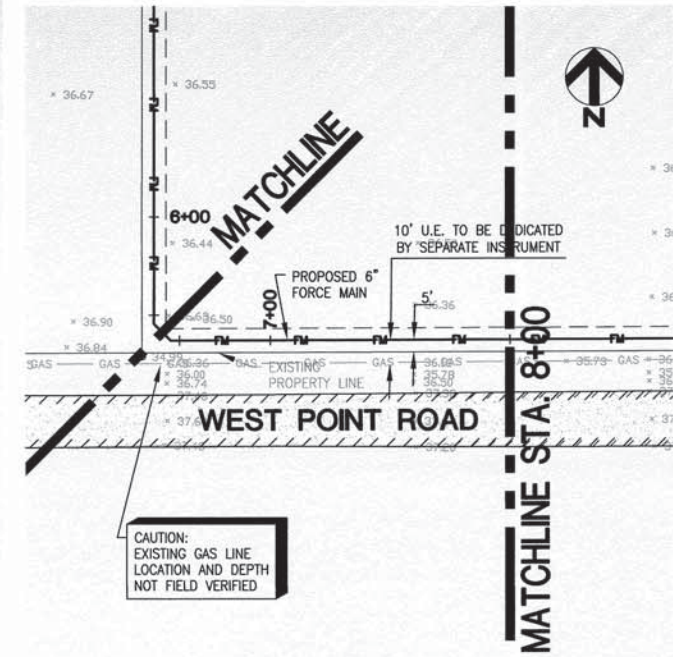


Exhibit 2



PLAN VIEW
SCALE: 1"=40'



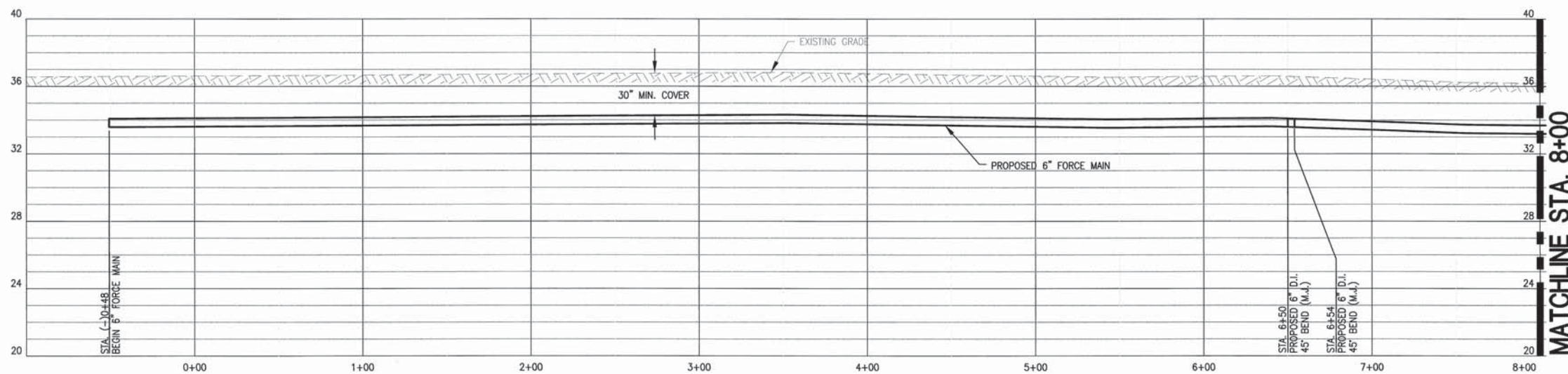
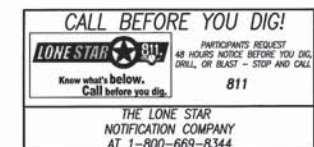
PLAN VIEW
SCALE: 1"=40'

NOTE: ALL PROPOSED SANITARY SEWER FORCE MAIN SHALL BE GREEN, PVC C-900, DR25, PRESSURE CLASS 165. SEE FORCE MAIN PIPING SPECIFICATION FOR ADDITIONAL INFORMATION.

LEGEND



EXISTING SANITARY SEWER MANHOLE
EXISTING FIRE HYDRANT
EXISTING WATER VALVE
EXISTING FENCE
EXISTING WATER LINE
EXISTING SANITARY SEWER UTILITY EASEMENT (U.E.)
EXISTING FORCE MAIN
PROPOSED FORCE MAIN
EXISTING STORM
EXISTING GAS LINE
EXISTING ELECTRICAL
EXISTING FIBER OPTIC CABLE LINE
EXISTING UNDERGROUND TELEPHONE
EXISTING DRAINAGE DITCH FLOW LINE
EXISTING OVERHEAD ELECTRICAL



PROFILE VIEW
SCALE: 1"=40' HORIZ.
1"=4' VERT.

EXISTING UTILITIES SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO CONSTRUCTION.



PLANS ARE RELEASED FOR CONSTRUCTION OF PUBLIC INFRASTRUCTURE ONLY
DEVELOPMENT SERVICES
Construction plans will expire based on conditions stated in UDC 3.8.5.F (December 2014)

Digitally signed by Ratna S. Pottumuthu, P.E.
DN: cn=Ratna S. Pottumuthu, P.E., o=Development Services, ou=City of Corpus Christi, email=ratnap@cctexas.com, c=US
Date: 2015.04.24 11:12:49 -05'00'

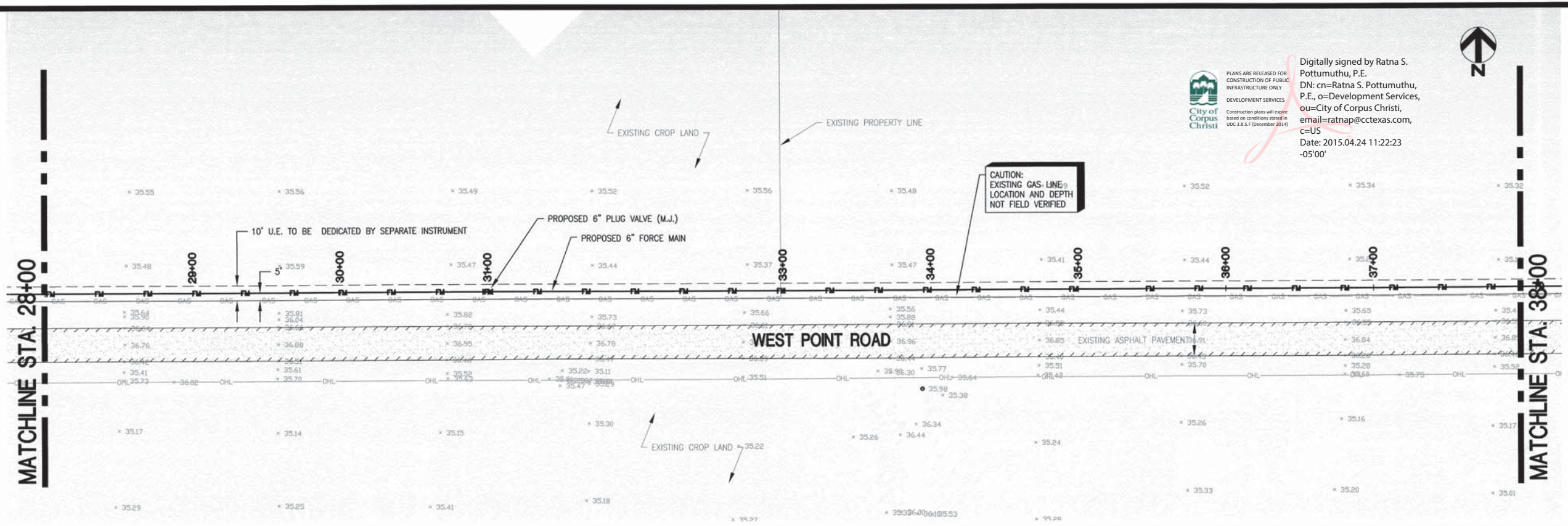
**FORCE MAIN PLAN AND PROFILES
STA. 0+00 THRU STA. 8+00**

**WEST POINT CROSSING
SANITARY SEWER IMPROVEMENTS
CORPUS CHRISTI, TEXAS**



**SHEET
5
OF 20**

**JOB NO.
201506.B4.01**



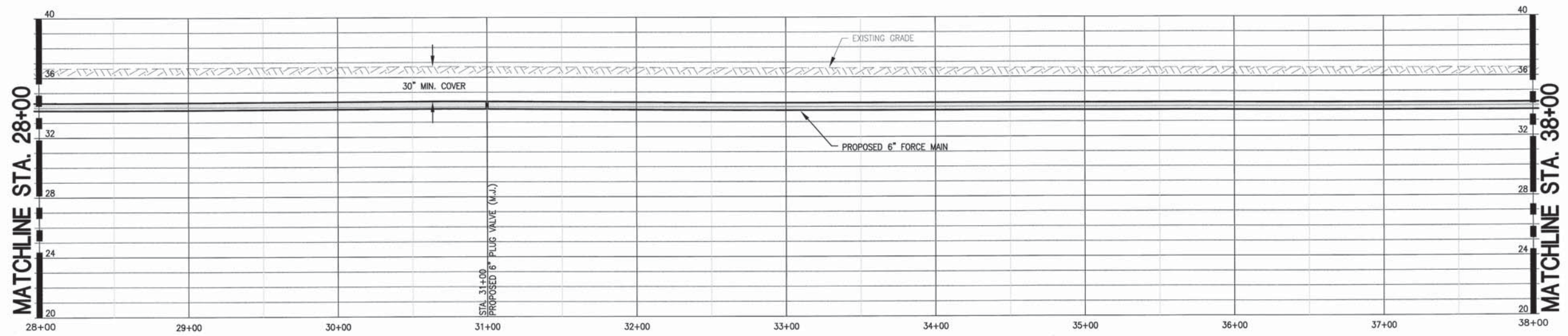
PLAN VIEW
SCALE: 1"=40'

NOTE: ALL PROPOSED SANITARY SEWER FORCE MAIN SHALL BE GREEN, PVC C-900, DR25, PRESSURE CLASS 165. SEE FORCE MAIN PIPING SPECIFICATION FOR ADDITIONAL INFORMATION.

LEGEND

- EXISTING SANITARY SEWER MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING FENCE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER
- UTILITY EASEMENT (U.E.)
- EXISTING FORCE MAIN
- PROPOSED FORCE MAIN
- EXISTING STORM
- EXISTING GAS LINE
- EXISTING ELECTRICAL
- EXISTING FIBER OPTIC CABLE LINE
- EXISTING UNDERGROUND TELEPHONE
- EXISTING DRAINAGE DITCH FLOW LINE
- EXISTING OVERHEAD ELECTRICAL

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Call before you dig.
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THE LONE STAR
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PROFILE VIEW
SCALE: 1"=40' HORIZ.
1"=4' VERT.

EXISTING UTILITIES SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO CONSTRUCTION.



Digitally signed by Ratna S. Pottumuthu, P.E.
DN: cn=Ratna S. Pottumuthu, P.E., o=Development Services, ou=City of Corpus Christi, email=ratnap@cctexas.com, c=US
Date: 2015.04.24 11:22:23 -05'00'

APPROVED BY	DESCRIPTION	REV. BY	DATE	SCALE: 1"=40'	DRAWN: CG	CHECKED: MFH	DATE: MARCH 2015

THE SEAL APPEARING ON THIS DOCUMENT IS AUTHORIZED BY MURRAY F. HUDSON, P.E. TX. REG. 28198 (02/27/2015)

FORCE MAIN PLAN AND PROFILES
STA. 28+00 THRU 38+00

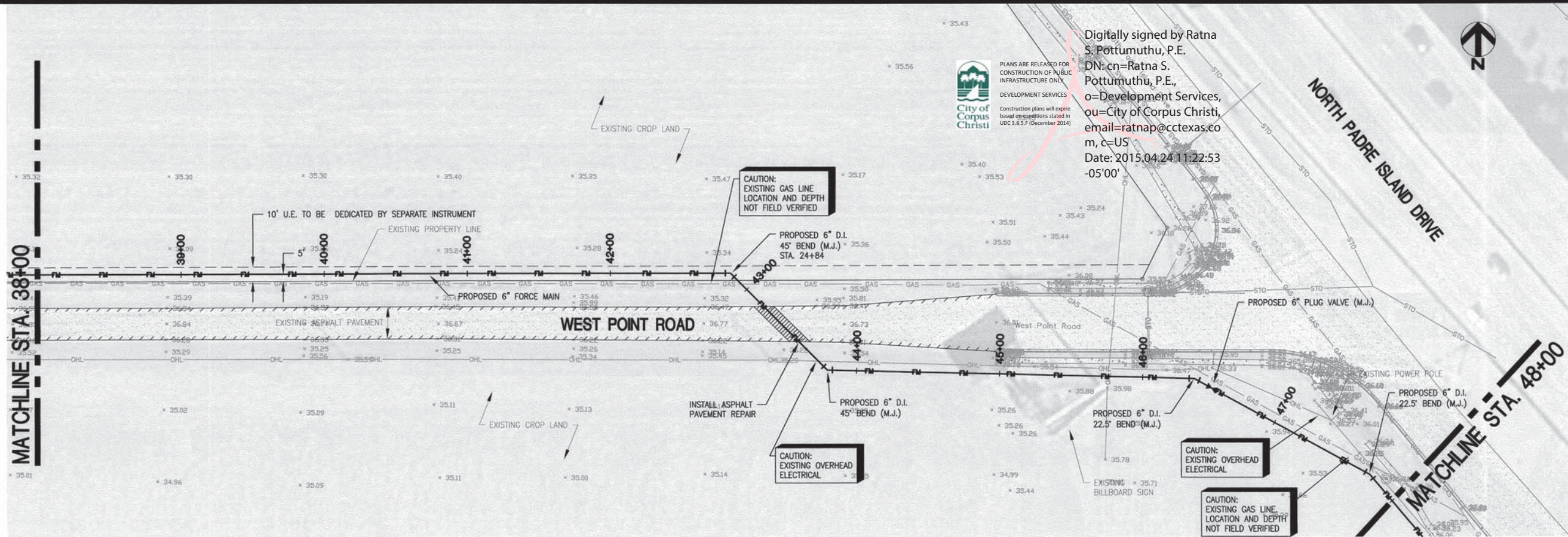
WEST POINT CROSSING
SANITARY SEWER IMPROVEMENTS
CORPUS CHRISTI, TEXAS

URBAN ENGINEERING

TYPE FORM NO. 145, T&E, FORM NO. 10032400
2725 SWANWATER DR., CORPUS CHRISTI, TX 78404
PHONE: 361.854.3101 WWW.URBANENG.COM

SHEET
8
OF 20

JOB NO.
1706.B4.01

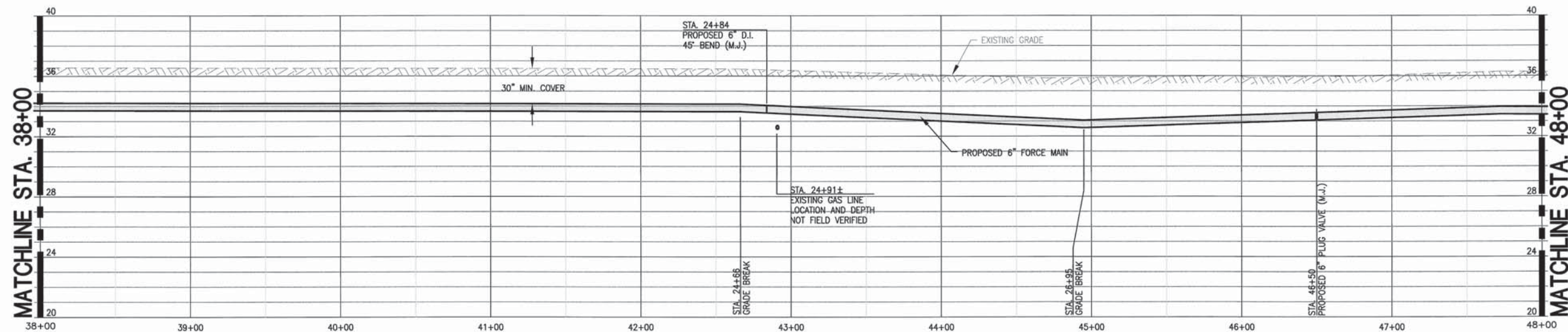


PLAN VIEW
SCALE: 1"=40'

NOTE: ALL PROPOSED SANITARY SEWER FORCE MAIN SHALL BE GREEN, PVC C-900, DR25, PRESSURE CLASS 165. SEE FORCE MAIN PIPING SPECIFICATION FOR ADDITIONAL INFORMATION.

LEGEND

- EXISTING SANITARY SEWER MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING FENCE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER
- UTILITY EASEMENT (U.E.)
- EXISTING FORCE MAIN
- PROPOSED FORCE MAIN
- EXISTING STORM
- EXISTING GAS LINE
- EXISTING ELECTRICAL
- EXISTING FIBER OPTIC CABLE LINE
- EXISTING UNDERGROUND TELEPHONE
- EXISTING DRAINAGE DITCH FLOW LINE
- EXISTING OVERHEAD ELECTRICAL



PROFILE VIEW
SCALE: 1"=40' VERTICALLY

EXISTING UTILITIES SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO CONSTRUCTION.

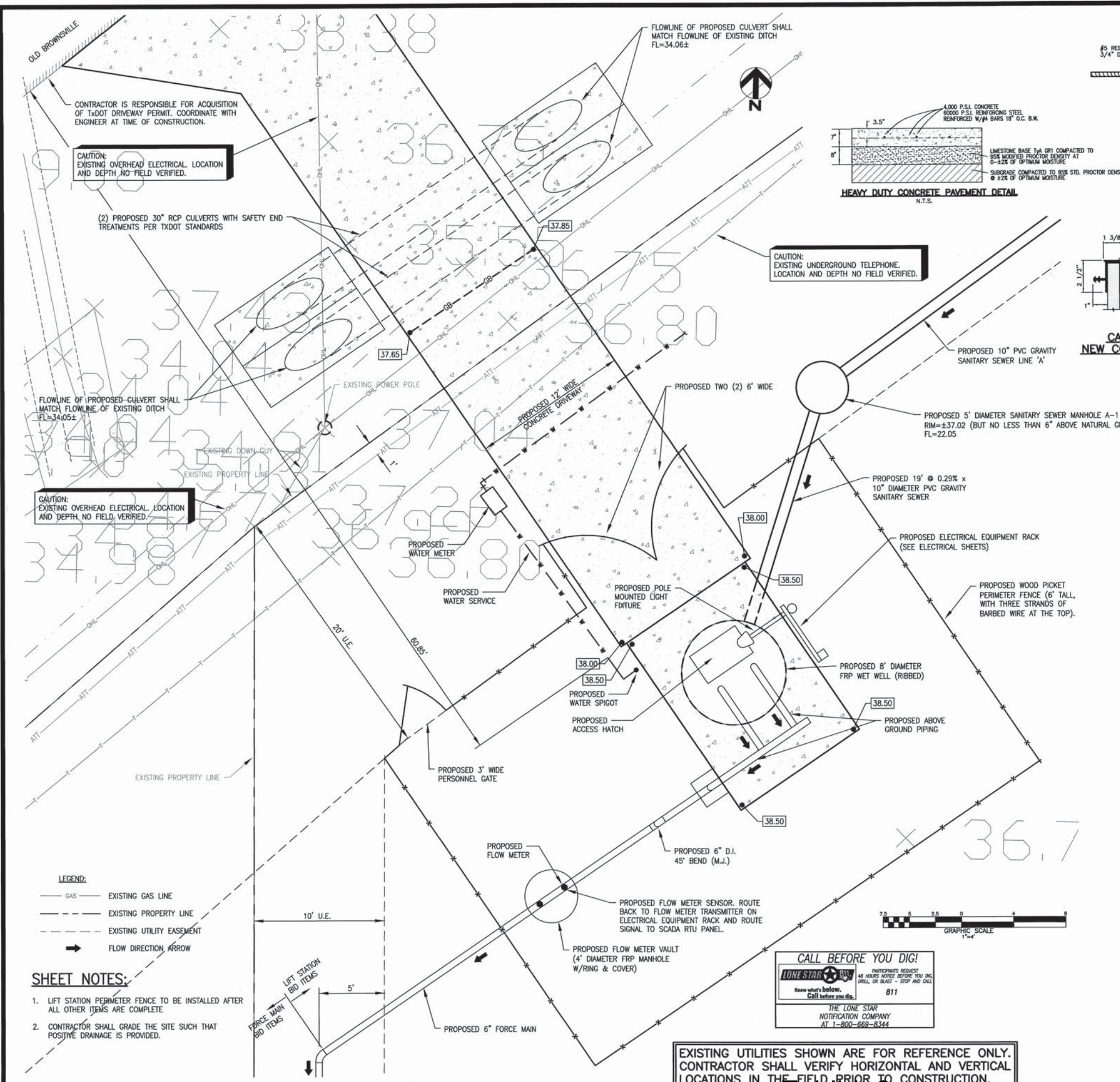
FORCE MAIN PLAN AND PROFILES
STA. 38+00 THRU 48+00

WEST POINT CROSSING
SANITARY SEWER IMPROVEMENTS
CORPUS CHRISTI, TEXAS



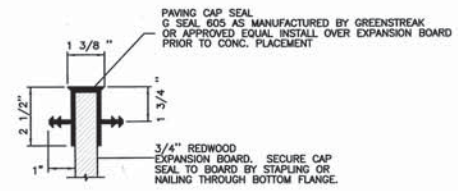
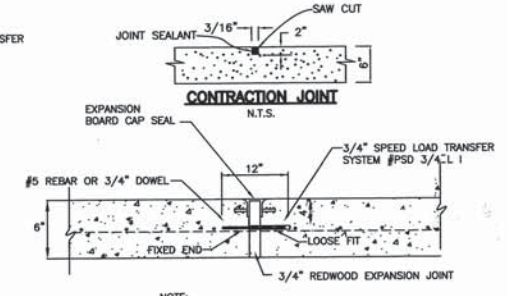
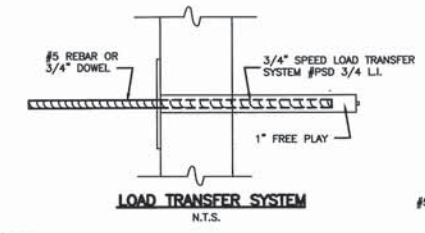
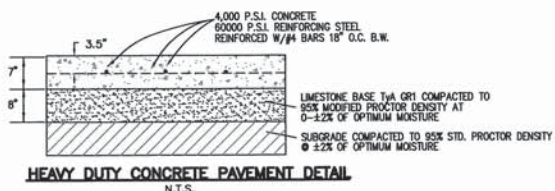
SHEET
9
OF 20

JOB NO.
1706.B4.01



- LEGEND:**
- GAS — EXISTING GAS LINE
 - - - EXISTING PROPERTY LINE
 - - - EXISTING UTILITY EASEMENT
 - FLOW DIRECTION ARROW

- SHEET NOTES:**
- LIFT STATION PERIMETER FENCE TO BE INSTALLED AFTER ALL OTHER ITEMS ARE COMPLETE.
 - CONTRACTOR SHALL GRADE THE SITE SUCH THAT POSITIVE DRAINAGE IS PROVIDED.



**CAP SEAL DETAIL
NEW CONC. TO NEW CONC.**

- INSTALLATION STEPS:**
- TERMINATE STAKES BELOW THE TOP OF THE BOARD A DISTANCE EQUAL TO THE DEPTH OF THE CAP SEAL PROFILE PLUS 1/4".
 - USE FACTORY FABRICATIONS FOR INTERSECTIONS AND CHANGES OF DIRECTION. INSURE ALL SECTIONS TO BE SPICED ARE CUT SQUARE AND BOUND TOGETHER USING CAP SEAL ADHESIVE.
 - SECURE CAP SEAL TO THE EXPANSION BOARD WITH STAPLES, NAILS, SCREWS (APPROXIMATELY 18" ON CENTER) OR ADHESIVE TO PREVENT DISLOCATION DURING CONCRETE PLACEMENT.
 - PLACE CONCRETE USING NORMAL PLACEMENT TECHNIQUES, UTILIZING THE CAP SEAL AS SCREED RAIL. VIBRATE CONCRETE TO INSURE GOOD CONSOLIDATION AROUND CAP SEAL.

**EXPANSION JOINT
WITH LOAD TRANSFER SYSTEM
FOR CONCRETE PAVING**

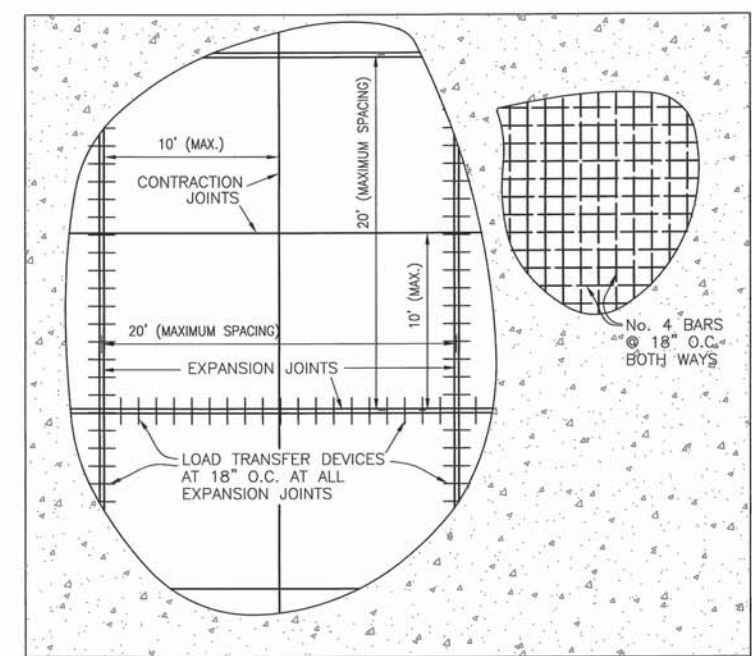


PLANS ARE RELEASED FOR CONSTRUCTION OF PUBLIC INFRASTRUCTURE ONLY. DEVELOPMENT SERVICES. Construction plans will expire based on conditions stated in UOC 3.8.5.F (December 2014).

Digitally signed by Ratna S. Pottumuthu, P.E.
DN: cn=Ratna S. Pottumuthu, P.E., o=Development Services, ou=City of Corpus Christi, email=ratnap@cctexas.com, c=US
Date: 2015.04.24 11:23:55 -05'00'

THINGS TO AVOID:

- DO NOT CAP SEAL JOINT. INADEQUATE STAKING-EXPANSION BOARDS THAT BOW OR TWIST DURING CONCRETE PLACEMENT WILL RESULT IN IMPROPERLY ALIGNED SEALCAP.
- INSUFFICIENT CONCRETE AT THE CAP SEAL PROFILE-CAP SEAL SHOULD BE FLUSH OR SLIGHTLY BELOW THE FINISHED CONCRETE SURFACE. CONCRETE WILL NOT ADHERE TO THE TOP OF CAP SEAL.
- IMPROPER DOWEL ALIGNMENT- REGARDLESS OF THE JOINT SEALING METHOD USED, IMPROPER DOWEL ALIGNMENT MAY CAUSE CRACKING OR SPALLING. PROPER USE OF A DOWEL ALIGNING DEVICE WILL ELIMINATE THIS CONCERN.



**REINFORCEMENT DETAIL
NOT TO SCALE**

GENERAL NOTES FOR CONCRETE PAVEMENT

- ALL REINFORCING STEEL LAPS SHALL BE 30 BARS DIAMETERS. BAR LENGTHS SHALL BE SUCH TO PROVIDE A CLEARANCE OF AT LEAST 2" ALONG PAVEMENT EDGES AND AT JOINTS WHERE THE REINFORCING STEEL IS NOT TO BE CONTINUOUS.
- EXPANSION JOINT SEALANT SHALL BE G SEAL 605 AS MANUFACTURED BY GREENSTREAK OR APPROVED EQUAL. POLYURETHANE JOINT SEALANT MEETING THE REQUIREMENTS OF ASTM C920-87, TYPE S OR M, GRADE P, CLASS 25 USES T.M.A AND O. SHALL BE USED IN ALL CONTRACTION JOINTS AND EXPANSION JOINTS WHERE CAP SEAL IS NOT FEASIBLE. WHERE GRADE IS GREATER THAN 3% SLOPE USE BOSTIK 900 SEALANT. SEALANT NOT REQUIRED AT CAP SEAL JOINTS.
- CONCRETE PAVEMENT SHALL BE 4000 P.S.I.
- REINFORCING STEEL SHALL BE SUPPORTED DURING CONSTRUCTION TO MAINTAIN NOT LESS THAN 3 INCHES AND NOT GREATER THAN 4 INCHES COVER FROM TOP OF SLAB.
- CONCRETE FOR ALL 6" BLOCK CURB SHALL BE 3000 P.S.I.

CALL BEFORE YOU DIG!
LONE STAR 811
Know what's below. Call before you dig.
PARTICIPANTS REQUEST 48 HOURS NOTICE BEFORE YOU DIG, DRILL, OR BLAST - STOP AND CALL 811
THE LONE STAR NOTIFICATION COMPANY
AT 1-800-669-8344

EXISTING UTILITIES SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO CONSTRUCTION.

APPROVED BY	
DESCRIPTION	
REV. BY	
DATE	
SCALE	1"=4'
DRAWN	CG
CHECKED	MFH
DATE	MARCH 2015

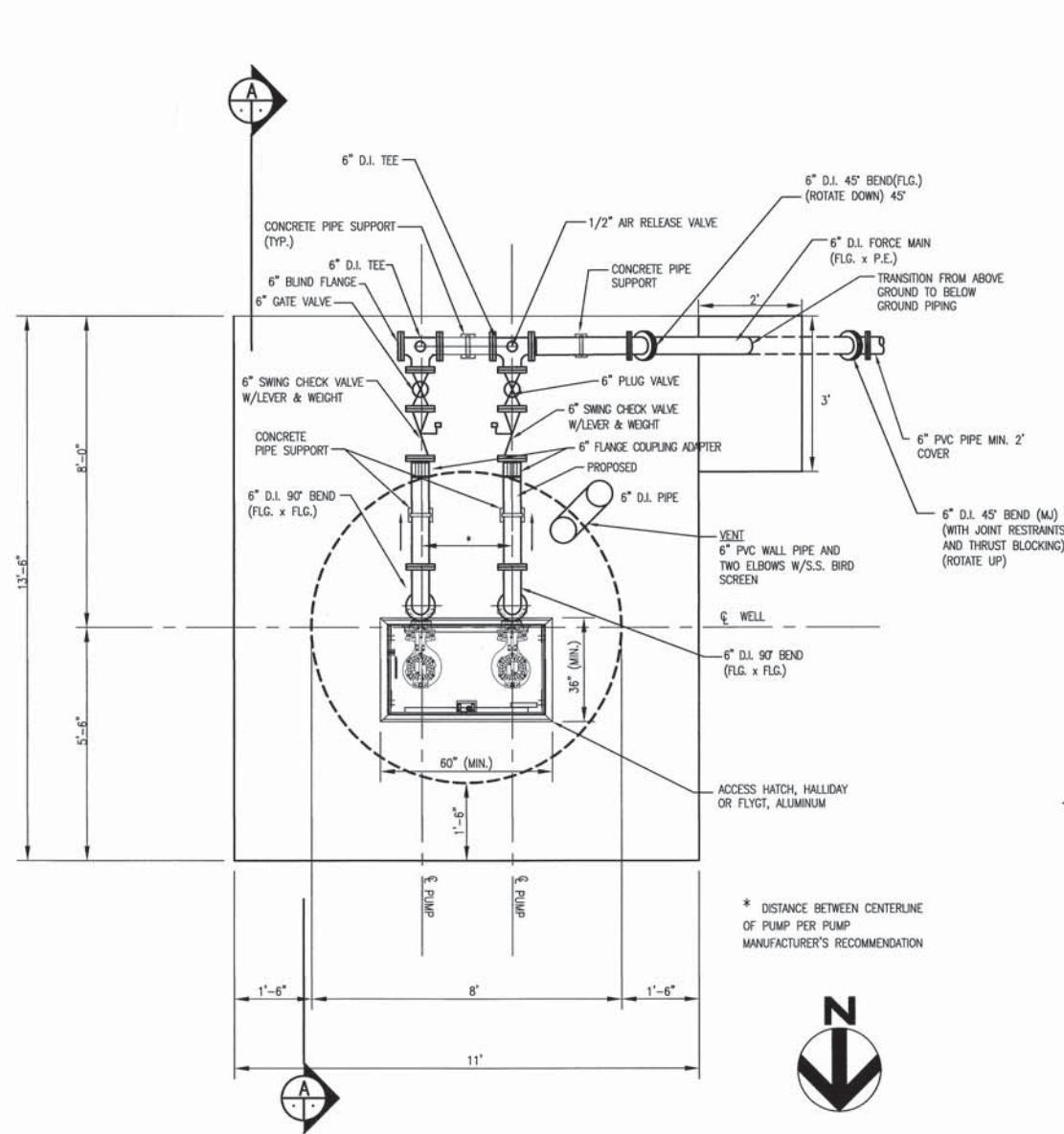
LIFT STATION SITE PLAN

**WEST POINT CROSSING
SANITARY SEWER IMPROVEMENTS
CORPUS CHRISTI, TEXAS**

URBAN ENGINEERING

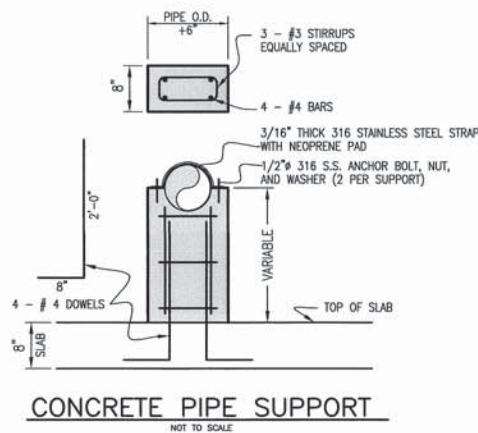
SHEET 12 OF 20

JOB NO. 16.B4.01



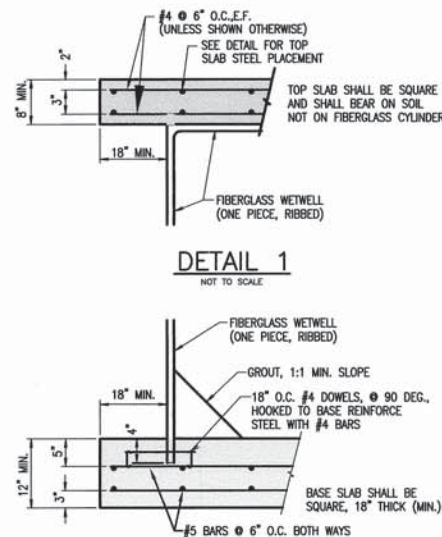
PLAN VIEW AT GRADE ELEVATION-DUPLEX

NOT TO SCALE



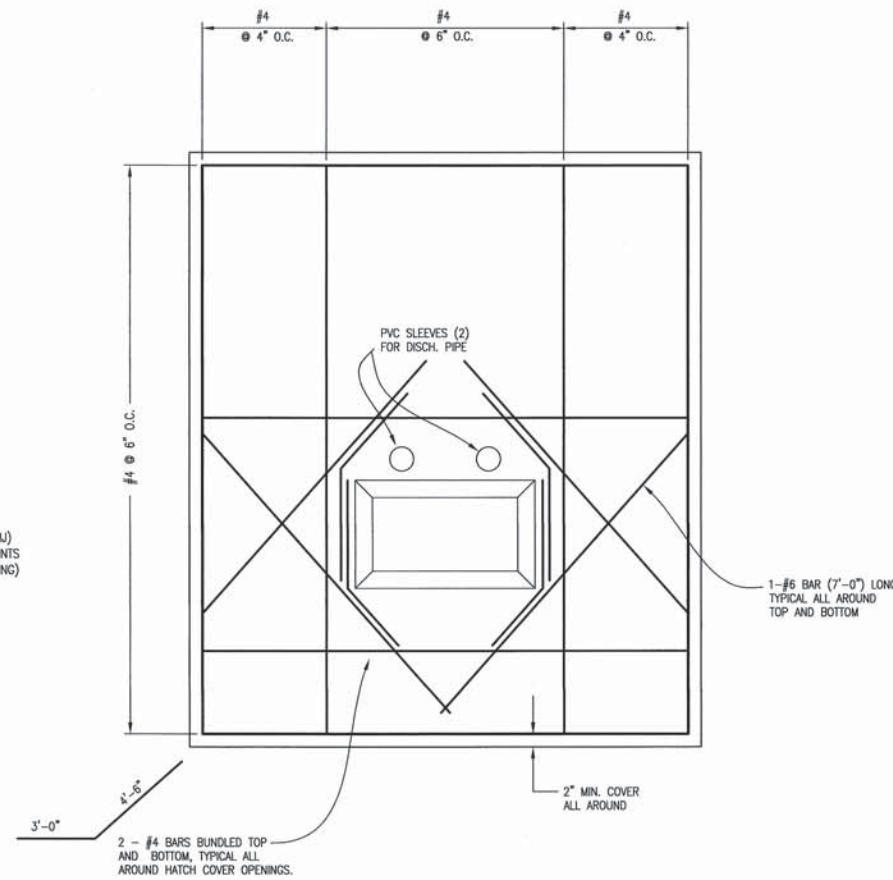
CONCRETE PIPE SUPPORT

NOT TO SCALE



DETAIL 2

NOT TO SCALE



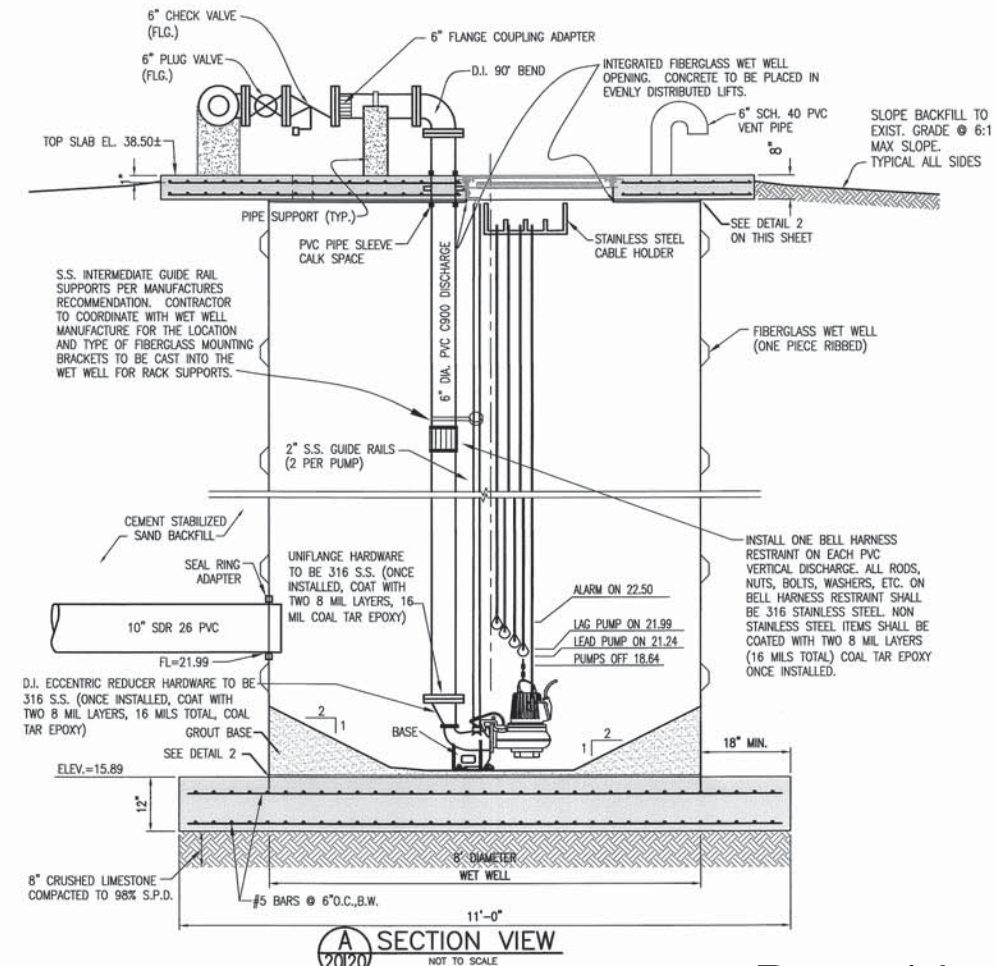
WET WELL TOP SLAB STEEL CONFIGURATION

NOT TO SCALE

NOTE:
PROPOSED LIFT STATION PUMPS AND ACCESSORIES (PUMP BASES, GUIDE RAILS, LIFT CHAINS, FLOATS, CABLE HOLDER, ACCESS COVER, ETC.) TO BE PROVIDED BY FLYGT (XYLEM).
CONTACT DOUG WALTHALL AT (361) 808-7867.
PROPOSED LIFT STATION INTERIM PUMPS TO BE FLYGT NP3102, 463 IMPELLER, 5HP. FUTURE PUMPS TO BE FLYGT NP3171, 277 IMPELLER, 35HP.

GENERAL NOTES FOR LIFT STATION:

- ALL CONCRETE SHALL BE 6 SACK-4,000 PSI DESIGN. MAXIMUM WATER/CEMENT RATIO: 0.45
- ALL CONCRETE SHALL BE CURED A MINIMUM OF 7 DAYS. CURING SHALL CONSIST OF PLACEMENT NON-DISTURBANCE AND ONE OF THE FOLLOWING TREATMENTS OF EXPOSED SURFACES:
A) FLOODING WITH WATER,
B) BURLAP SACKS KEPT WET AT ALL TIMES, OR
C) USE OF CURING COMPOUND.
- ALL EXPOSED CONCRETE EDGES SHALL BE ROUNDED OR CHAMFERED 1/2\".
- ALL REBAR SHALL BE GRADE 60 AND TIED AT EACH JUNCTION. REBAR SPLICES, IF REQUIRED, SHALL HAVE A MINIMUM OF 18\" OVERLAP OR 40 BAR DIAMETER, WHICHEVER IS GREATER. REBAR TIE WIRE SHALL BE TURNED INWARD AWAY FROM FORM AND SHALL NOT BE TOUCHING THE FORM.
- ALL ABOVE GROUND PIPING SHALL BE FLANGED AND PIPING SHALL BE D.I.
- EPOXY BONDING AGENT SHALL BE USED AT JOINT BETWEEN GROUT AND LOWER SLAB.
- FIBERGLASS WETWELL BACKFILL: BACKFILL OF THE WETWELL SHALL BE PERFORMED IN MAXIMUM 6\" LOOSE LAYERS WITH SAND OR SANDY MATERIAL WITH NOT MORE THAN 20% PASSING THE #200 SIEVE ACCORDING TO ASTM D1140. BACKFILL LAYERS SHALL BE COMPACTED TO 95% RELATIVE OR STANDARD PROCTOR DENSITY AT OPTIMUM MOISTURE CONTENT (TO +2%) WITH MECHANICAL TAMPERS. HEAVY EQUIPMENT SHALL NOT BE OPERATED CLOSER TO THE WETWELL THAN A DISTANCE EQUAL TO THE HEIGHT OF THE BACKFILL.
- LOCATION OF ALL ANCHOR BOLTS, RELATIVE POSITION TO PUMPS, AND ACCESS COVER MUST BE MAINTAINED ACCORDING TO THE MANUFACTURER RECOMMENDATIONS.
- SEE LIFT STATION PLAN VIEWS FOR FORCE MAIN PIPING ARRANGEMENT, GRAVITY PIPE SIZE AND LOCATION. CONTROL PANEL IS TO BE LOCATED ADJACENT TO WET WELL. EXACT LOCATIONS WILL BE DETERMINED IN THE FIELD AFTER AEP HAS PROVIDED SERVICE LOCATIONS TO THE SITES.
- CONTRACTOR WILL GRADE SITE AFTER INSTALLATION OF IMPROVEMENTS TO NATURAL GROUND WITHIN 10' OF FENCE LINE. CONTRACTOR WILL PROVIDE SWALES AS NECESSARY TO ESTABLISH POSITIVE DRAINAGE AWAY FROM THE SITE.
- FIBERGLASS WET WELL SHALL BE RIBBED.
- LIFT STATION EXCAVATION MUST BE KEPT DE-WATERED UNTIL BACKFILL HAS BEEN PLACED TO GRADE, OTHERWISE LIFT STATION MAY FLOAT. DE-WATERING MUST BE MAINTAINED OVER WEEKENDS AND HOLIDAYS.
- ALL EXPOSED METAL OUTSIDE OF WET WELL, EXCEPT ALUMINUM, STAINLESS STEEL AND GALVANIZED SHALL BE PAINTED. SEE SPECIFICATION 9K1.
- ALL STAINLESS STEEL ITEMS SHALL BE TYPE 316.
- ALL FASTENERS AND ACCESSORIES INSIDE WET WELL SHALL BE STAINLESS STEEL (316 GRADE).



SECTION VIEW

NOT TO SCALE



Digitally signed by Ratna S. Pottumuthu, P.E.
DN: cn=Ratna S. Pottumuthu, P.E., o=Development Services, ou=City of Corpus Christi, email=ratnap@cctexas.com, c=US
Date: 2015.04.24 11:24:17 -05'00'

NOTE:
1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PIPING DIMENSIONS, ACCESS COVER LOCATIONS, AND PIPE PENETRATION LOCATIONS (TOP & SIDES) PRIOR TO ORDERING FIBERGLASS WET WELL AND OTHER ASSOCIATED MATERIALS.

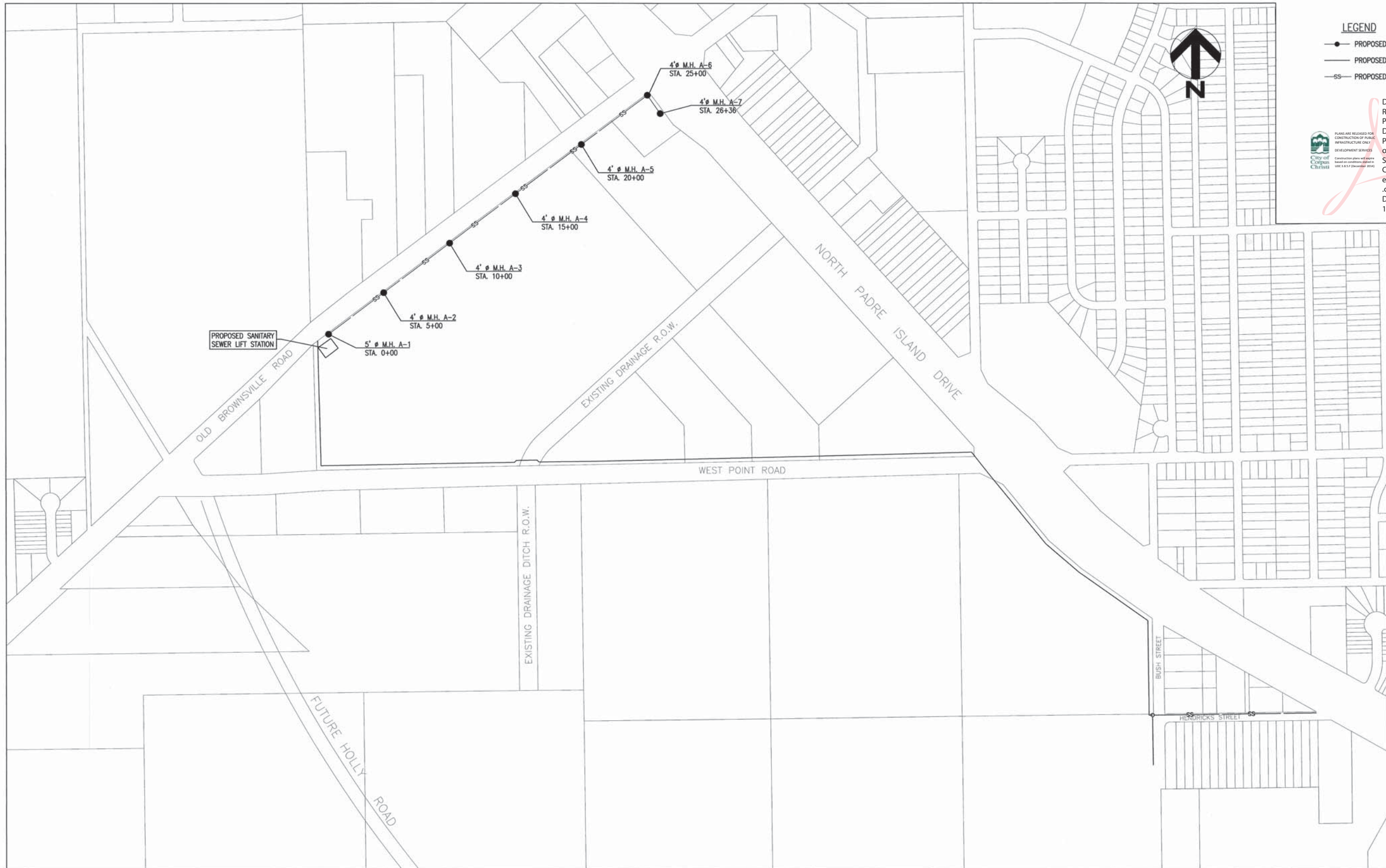
WASTEWATER LIFT STATION
SECTION AND DETAILS

WEST POINT CROSSING
SANITARY SEWER IMPROVEMENTS
CORPUS CHRISTI, TEXAS



SHEET
14
OF 20

JOB NO.
10706.B4.01



LEGEND

- PROPOSED MANHOLE
- PROPOSED FORCE MAIN
- SS— PROPOSED GRAVITY SANITARY SEWER

City of Corpus Christi
PLANS ARE RELEASED FOR CONSTRUCTION OF PUBLIC INFRASTRUCTURE ONLY
DEVELOPMENT SERVICES
Construction plans will require based on conditions signed in SDC 3.6.1.7 (December 2014)

Digitally signed by Ratna S. Pottumuthu, P.E.
DN: cn=Ratna S. Pottumuthu, P.E., o=Development Services, ou=City of Corpus Christi, email=ratnap@cctexas.com, c=US
Date: 2015.04.24 11:26:04 -05'00'

REV.	BY	DATE	DESCRIPTION

SCALE: 1"=300'

DRAWN: CG

CHECKED: MFH

DATE: MARCH 2015

THE SEAL APPEARING ON THIS DOCUMENT HAS NOT BEEN REPRODUCED FOR THE PROJECT ONLY

AREA MAP FOR GRAVITY SANITARY SEWER

WEST POINT CROSSING SANITARY SEWER IMPROVEMENTS

CORPUS CHRISTI, TEXAS

URBAN ENGINEERING

TYPE FIRM NO. 145, TIRPLS FIRM NO. 10032400
2725 SWANTNER DR., CORPUS CHRISTI, TX 78404
PHONE: 361.854-3101 WWW.URBANENG.COM

SHEET 16 OF 20

JOB NO. 1706.B4.01

AREA MAP - GRAVITY SANITARY SEWER

SCALE: 1"=300'

CALL BEFORE YOU DIG!

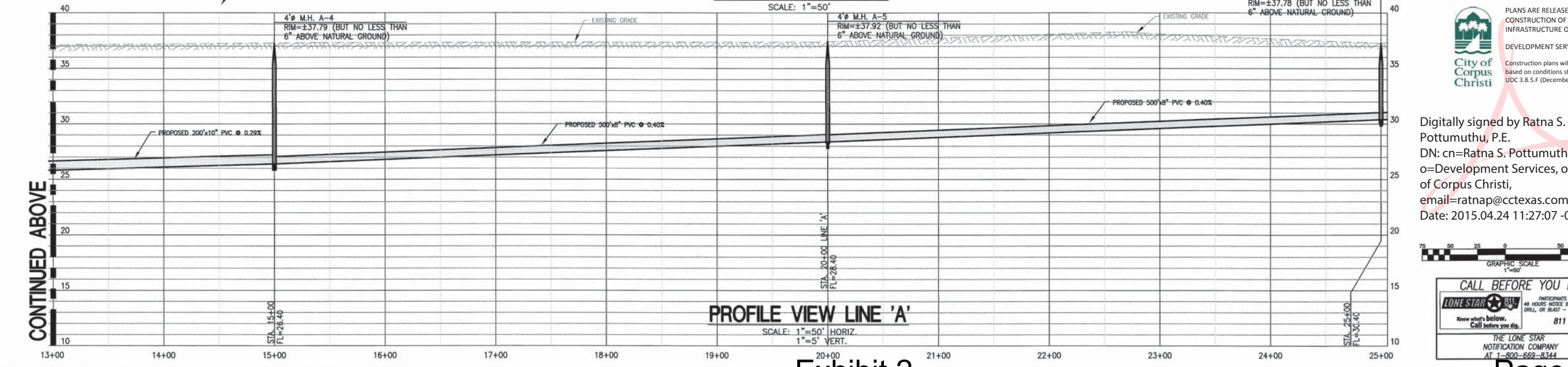
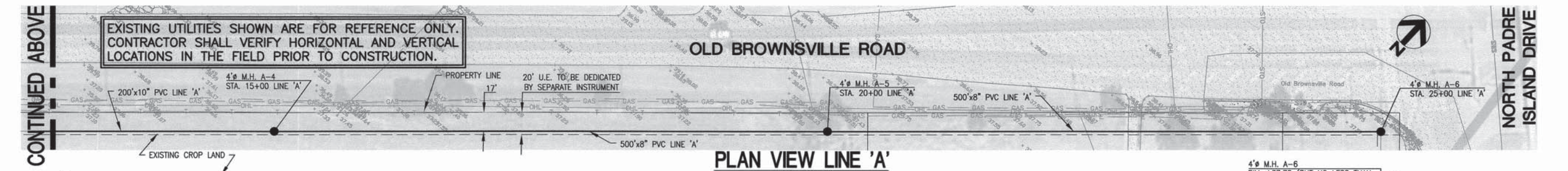
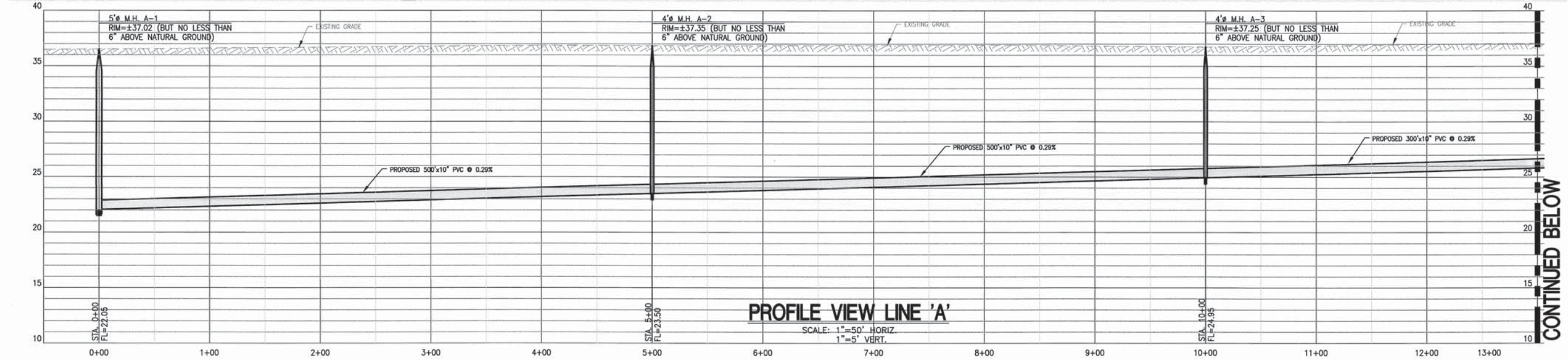
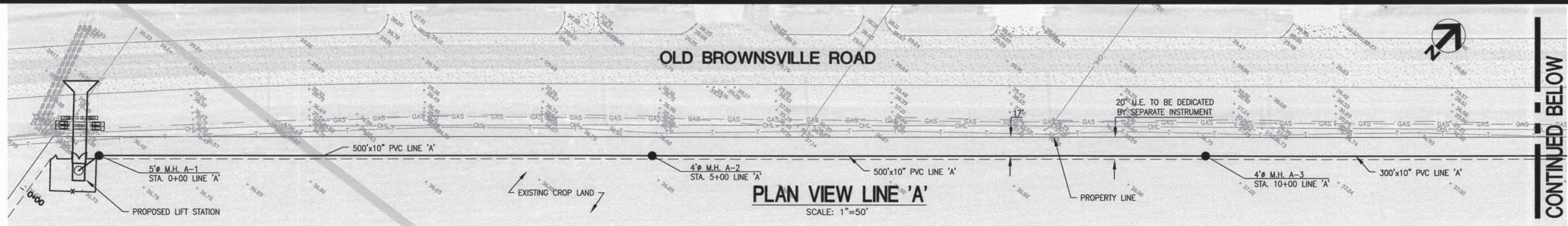
Texas 811

Know what's below. Call before you dig. 811

PARTICIPANTS REQUEST 48 HOURS NOTICE BEFORE YOU DIG, DRILL, OR BLAST - STOP AND CALL

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





CONTINUED BELOW

CONTINUED BELOW

REV.	BY	DATE	DESCRIPTION

SCALE: 1"=50'
DRAWN: CG
CHECKED: MFH
DATE: MARCH 2015

GRAVITY SEWER LINE 'A'
PLAN & PROFILE
WEST POINT CROSSING
SANITARY SEWER IMPROVEMENTS
CORPUS CHRISTI, TEXAS

URBAN ENGINEERING

TEPE FIRM NO. 145, TEP&LS FIRM NO. 10032400
2725 SWANTNER DR., CORPUS CHRISTI, TEXAS 78404
PHONE: 361.355-5151 WWW.URBANENGINEERING.COM

SHEET 17 OF 20

JOB NO. 201506.B4.01

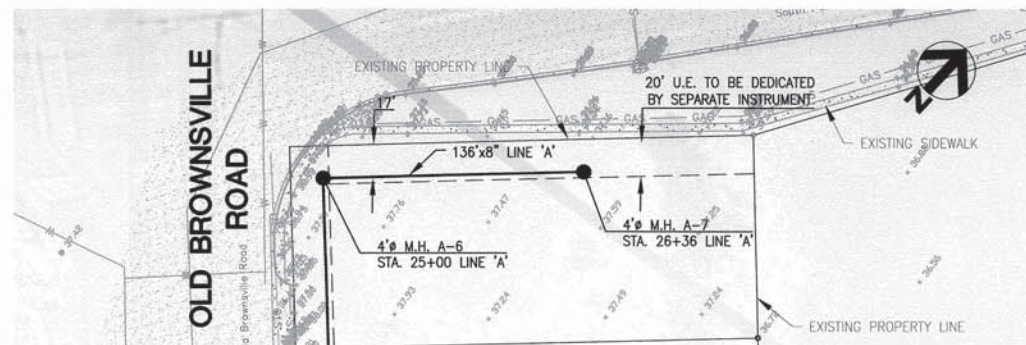
PLANS ARE RELEASED FOR CONSTRUCTION OF PUBLIC INFRASTRUCTURE ONLY
DEVELOPMENT SERVICES
Construction plans will expire based on conditions stated in UDC 3.8.5.F (December 2014)

Digitally signed by Ratna S. Pottumuthu, P.E.
DN: cn=Ratna S. Pottumuthu, P.E., o=Development Services, ou=City of Corpus Christi, email=ratnap@cctexas.com, c=US
Date: 2015.04.24 11:27:07 -05'00'

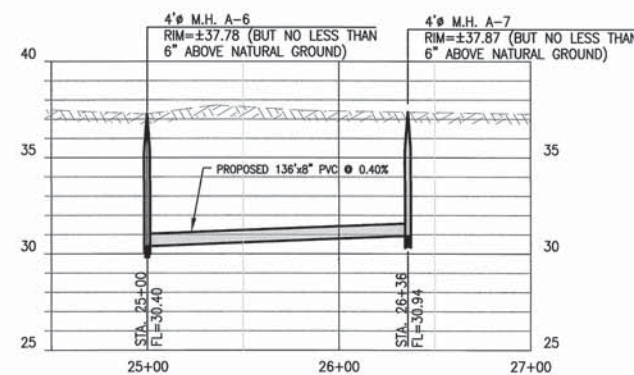
CALL BEFORE YOU DIG!

811

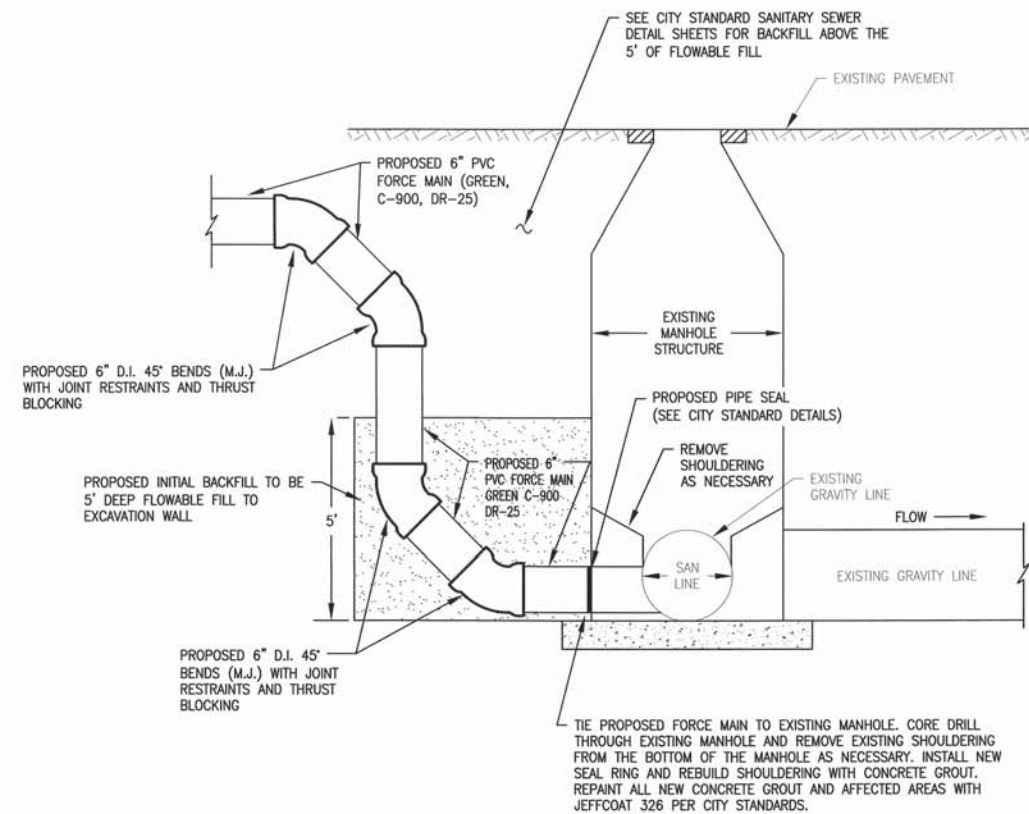
THE LONE STAR NOTIFICATION COMPANY
AT 1-800-669-8344



PLAN VIEW LINE 'A'
SCALE: 1"=50'



PROFILE VIEW LINE 'A'
SCALE: 1"=50' HORIZ.
1"=5' VERT.

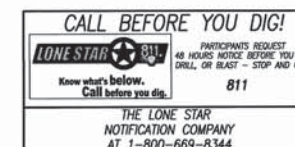


OUTSIDE FORCE MAIN DROP CONNECTION
N.T.S.



PLANS ARE RELEASED FOR
CONSTRUCTION OF PUBLIC
INFRASTRUCTURE ONLY
DEVELOPMENT SERVICES
Construction plans will expire
based on conditions stated in
UDC 3.8.5.F (December 2014)

Digitally signed by Ratna S.
Pottumuthu, P.E.
DN: cn=Ratna S.
Pottumuthu, P.E.,
o=Development Services,
ou=City of Corpus Christi,
email=ratnap@cctexas.com,
c=US
Date: 2015.04.24 11:27:28
-05'00'



EXISTING UTILITIES SHOWN ARE FOR REFERENCE ONLY.
CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL
LOCATIONS IN THE FIELD PRIOR TO CONSTRUCTION.

REV.	BY	DATE	DESCRIPTION

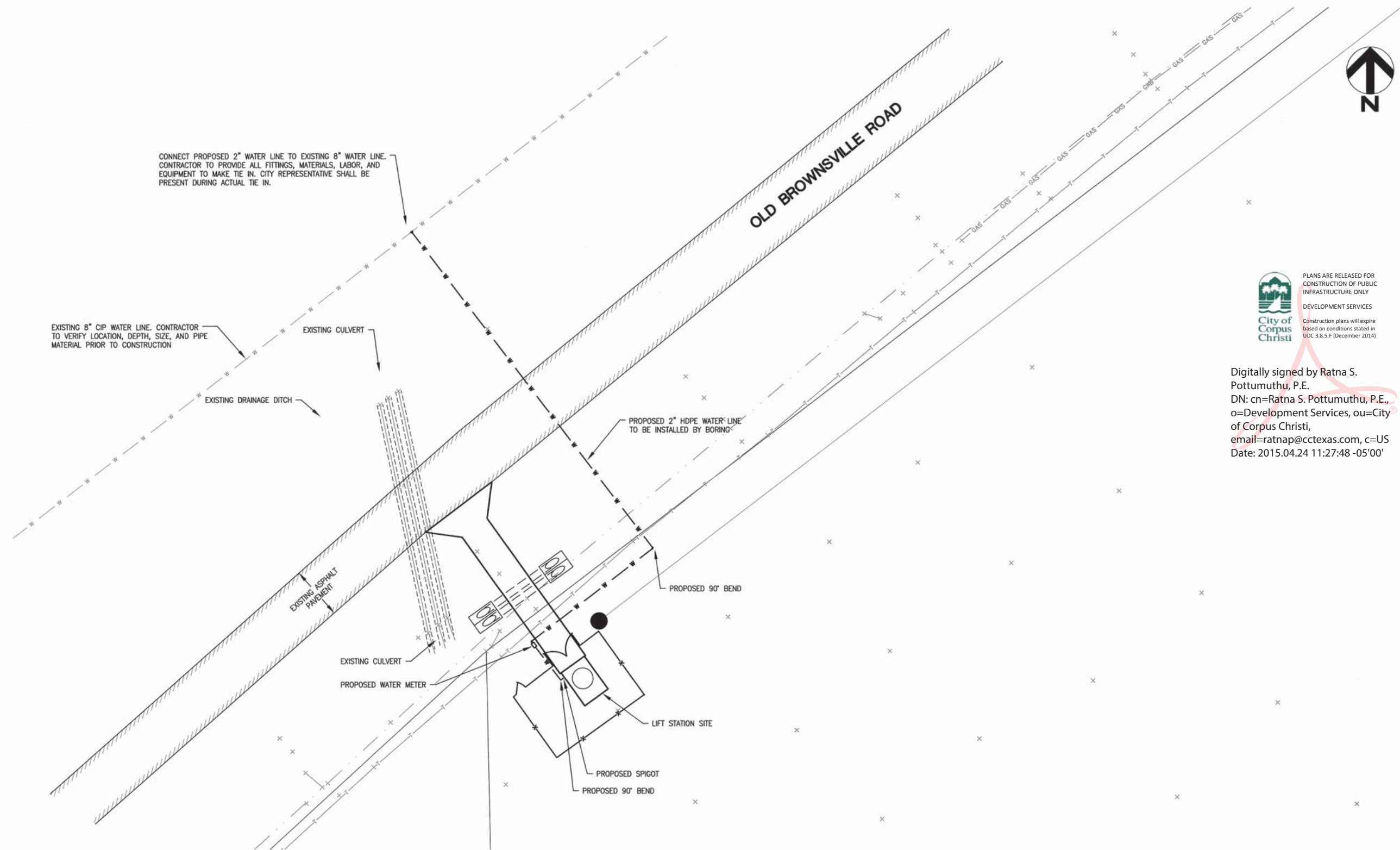


GRAVITY SEWER LINE 'A' PLAN & PROFILE
STA. 20+00 THRU END
WEST POINT CROSSING
SANITARY SEWER IMPROVEMENTS
CORPUS CHRISTI, TEXAS



SHEET
18
OF 20

JOB NO.
1706.B4.01



WATER SERVICE PLAN

SCALE: 1"=20'

- LEGEND:**
- PROPOSED FORCE MAIN
 - PROPOSED GRAVITY SANITARY SEWER
 - PROPOSED SANITARY SEWER MANHOLE
 - W — PROPOSED WATER LINE
 - w — EXISTING WATER LINE



WATER SERVICE PLAN

**WEST POINT CROSSING
SANITARY SEWER IMPROVEMENTS**
CORPUS CHRISTI, TEXAS



URBAN
ENGINEERING

SHEET
19
OF 20

JOB NO.
706.B4.01

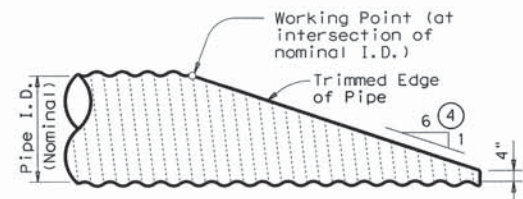
S:\Projects\40000up\40706\B401\PLANS\40706B401_KEYMAP_PROFILES.dwg modified by cyg on Mar 27, 2015 - 2:38pm

Exhibit 2

Page 19 of 20

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

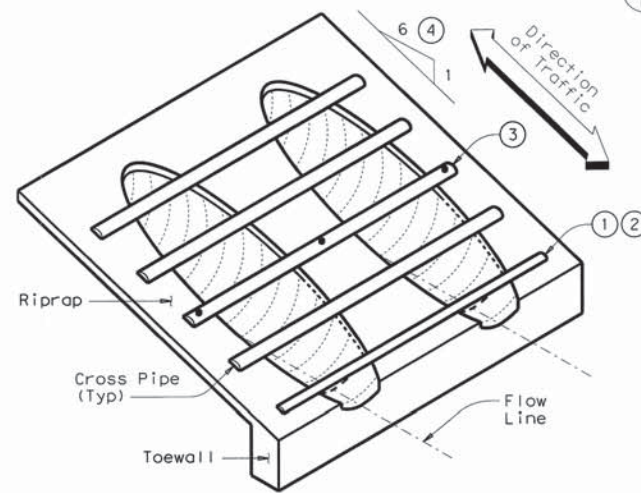
DATE: FILE:



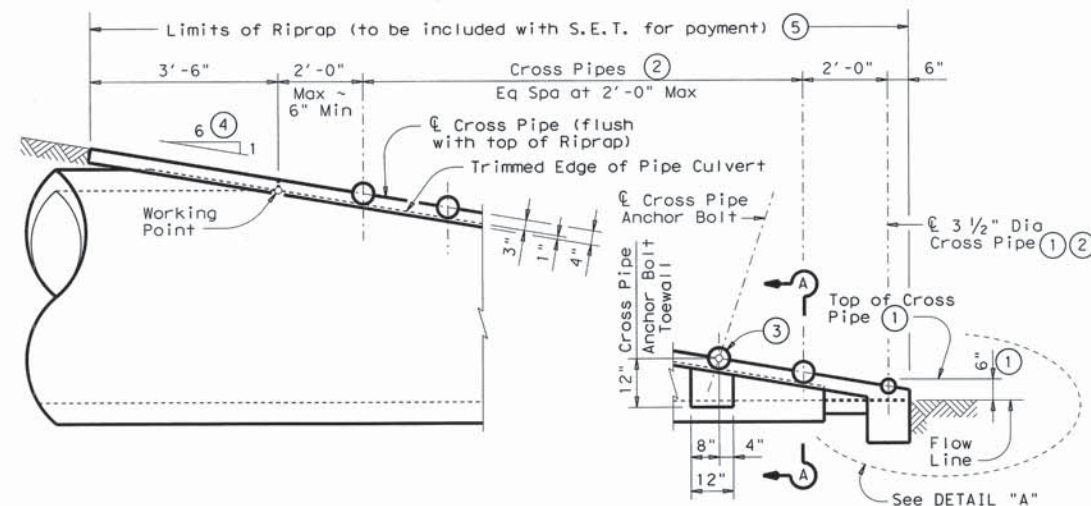
NOTE: All Cross Pipes, calculations, and dimensions are based on the pipe culverts mitered as shown in this detail. Alternate styles of mitered ends will require that appropriate adjustments be made to the values presented on this standard.

SIDE ELEVATION OF TYPICAL PIPE CULVERT MITER

(Showing Corrugated Metal Pipe Culvert.)
(Details of Concrete Pipe Culvert are similar.)

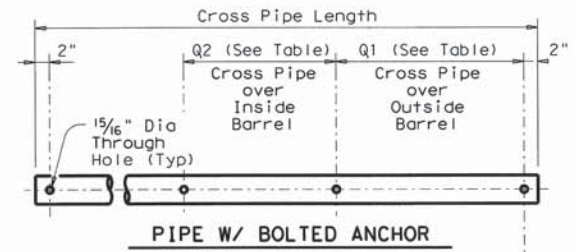


ISOMETRIC VIEW OF TYPICAL INSTALLATION

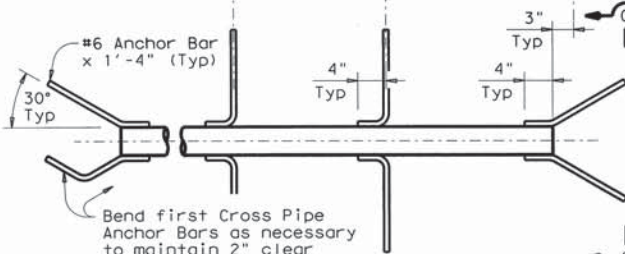


SIDE ELEVATION OF CAST-IN-PLACE CONCRETE

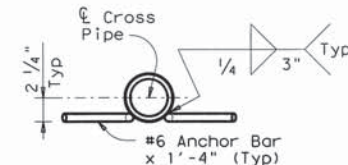
(Showing Concrete Pipe Culvert.)
(Details of Corrugated Metal Pipe Culvert are similar.)



PIPE W/ BOLTED ANCHOR

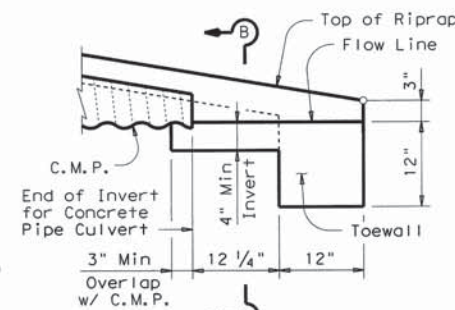


PIPE W/ ANCHOR BARS



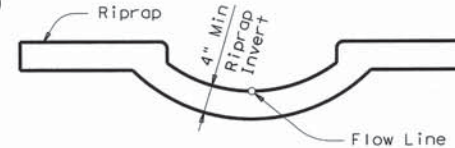
SECTION C-C

CROSS PIPE DETAILS



DETAIL "A"

(Showing Invert with Corrugated Metal Pipe Culvert. Concrete Pipe Culvert details are similar. Cross Pipes not shown for clarity.)

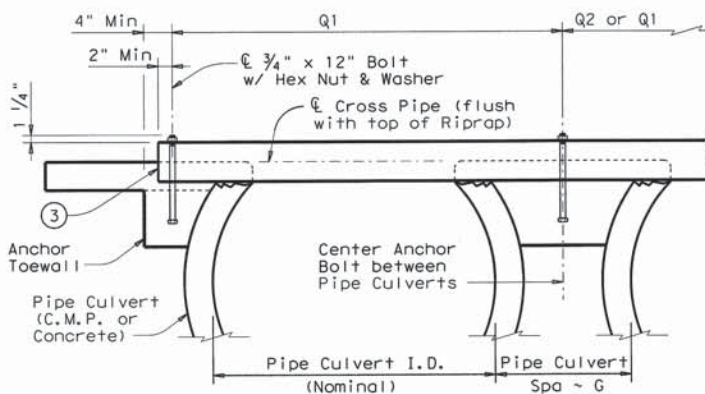


SECTION B-B

(Cross Pipes not shown for clarity.)

Limits of Riprap (to be included with S.E.T. for payment) ⑤

SHOWING TYPICAL PIPE CULVERT & RIPRAP



SHOWING CROSS PIPE WITH ANCHOR BAR

SECTION A-A

CROSS PIPE LENGTHS, REQUIRED PIPE SIZES, & RIPRAP QUANTITIES ②									
Nominal Culvert I.D.	Conc Riprap (CY) ⑥	Pipe Culvert Spa ~ G	Single Barrel ~ Q1	Multi-Barrel ~ Q1	Q2	Conditions for use of Cross Pipes	Cross Pipe Size		
12"	0.6	9"	N/A	2'-1"	1'-9"	3 or more Pipe Culverts	3" Std (3,500" O.D.)		
15"	0.7	11"	N/A	2'-5"	2'-2"				
18"	0.8	1'-2"	N/A	2'-10"	2'-8"				
21"	0.9	1'-4"	N/A	3'-2"	3'-1"				
24"	0.9	1'-7"	N/A	3'-6"	3'-7"	3 or more Pipe Culverts	3 1/2" Std (4,000" O.D.)		
27"	1.0	1'-8"	N/A	3'-10"	3'-11"				
30"	1.1	1'-10"	N/A	4'-2"	4'-4"				
33"	1.2	1'-11"	4'-2"	4'-5"	4'-8"				
36"	1.3	2'-1"	4'-5"	4'-9"	5'-1"	All Pipe Culverts	4" Std (4,500" O.D.)		
42"	1.5	2'-4"	4'-11"	5'-5"	5'-10"				
48"	1.7	2'-7"	5'-5"	6'-0"	6'-7"				
54"	2.0	3'-0"	5'-11"	6'-9"	7'-6"				
60"	2.2	3'-3"	6'-5"	7'-4"	8'-3"	All Pipe Culverts	5" Std (5,563" O.D.)		
66"	2.4	3'-3"	6'-11"	7'-10"	8'-9"				
72"	2.7	3'-4"	7'-5"	8'-5"	9'-4"				

- ① The proper installation of the first Cross Pipe is critical for vehicle safety. The top of the first Cross Pipe must be placed at no more than 6" above the flow line.
- ② Size of Cross Pipes, except the first bottom pipe, shall be as shown in the PIPE SIZE table. The first bottom pipe shall be 3 1/2" Standard Pipe (4" O.D.).
- ③ The third Cross Pipe from the bottom of the Culvert shall always be installed using a bolted connection. Care shall be taken to ensure that Riprap concrete does not flow into the Cross Pipe so as to permit disassembly of the bolted connection to allow cleanout access. At the Contractor's option, all other Cross Pipes may also be installed using the bolted connection details.
- ④ Match Cross Slope as shown elsewhere in the plans. Cross Slope of 6:1 or flatter is required for vehicle safety.
- ⑤ Riprap placed beyond the limits shown will be paid as Concrete Riprap in accordance with Item 432, "Riprap".
- ⑥ Quantities shown are for one end of one reinforced Concrete Pipe Culvert. For multiple pipe culverts or for Corrugated Metal Pipe Culverts, quantities will need to be adjusted. Riprap quantities are for Contractor's information only.

GENERAL NOTES:

Cross Pipes are designed for a traversing load of 10,000 pounds at yield as recommended by Research Report 280-2F, "Safety Treatment of Roadside Parallel-Drainage Structures", Texas Transportation Institute, March 1981.

Safety End Treatments shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the Cross Pipes.

Riprap and all necessary inverts shall be Concrete Riprap conforming to the requirements of Item 432, "Riprap".

Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.

Payment for riprap and toewall is included in the Price Bid for each Safety End Treatment.

Cross Pipes shall conform to the requirements of ASTM A53 (Type E or S, Grade B), ASTM A500 (Grade B), or API 5LX52. Bolts and nuts shall conform to ASTM A307.

All steel components, except concrete reinforcing, shall be galvanized after fabrication. Galvanizing damaged during transport or construction shall be repaired in accordance with the specifications.

Texas Department of Transportation		Bridge Division Standard	
SAFETY END TREATMENT			
FOR 12" DIA TO 72" DIA			
PIPE CULVERTS			
TYPE II ~ PARALLEL DRAINAGE			
SETP-PD			
FILE: setpdse.dgn	DN: GAF	CK: CAT	DW: JRP
©TxDOT February 2010	CONT	SECT	JOB
REVISIONS	DIST	COUNTY	SHEET NO.
11-10: Add note for synthetic fibers.			

SAFETY END TREATMENT

WEST POINT CROSSING
SANITARY SEWER IMPROVEMENTS
CORPUS CHRISTI, TEXAS



SHEET
20
OF 20

JOB NO.
06B4.01

Engineer: Murf Hudson, P.E.
By: C.R.R.

WEST POINT CROSSING SANITARY SEWER REIMBURSEABLE ESTIMATE

April 25, 2016
Job No. 40706.B4.01

[illegible]

Urban Engineering TBPE Firm No. 145
2725 Swantner Drive
Corpus Christi, Texas 78411

Exhibit 4

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 <ol style="list-style-type: none">1. Broad Form2. Premises – Operations3. Products/Completed Operations Hazard4. Contractual Liability5. Broad Form Property Damage6. Independent Contractors7. Personal and Advertising Injury8. 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 <ol style="list-style-type: none">1. Owned2. Hired & Non-owned3. Rented & Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION (for paid employees)	Which Complies With The Texas Workers' Compensation Act And Paragraph II Of This Exhibit.
EMPLOYER'S LIABILITY	\$500,000 / \$500,000 / \$500,000
PROPERTY INSURANCE	Contractor shall be responsible for insuring all owned, rented, or leased personal property for all perils.

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

II. ADDITIONAL REQUIREMENTS

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

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

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

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations and completed operations and activities under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.



**City of
Corpus
Christi**

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: Peterson Properties, Ltd., a Texas limited partnership

STREET: P.O. Box 8229

CITY: Corpus Christi, Texas

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

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

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

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

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: Patricia Peterson Nuss
(Print)

Title: General Partner

Signature of Certifying Person: *Patricia Peterson Nuss*

Date: 3/4/14

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.



**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
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Name

Job Title and City Department (if known)

N/A

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Name

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".

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Board, Commission, or Committee

N/A

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Name

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: Chris Ann Peterson Brown
(Print)

Title: General Partner

Signature of Certifying Person: Chris Ann Peterson Brown

Date: 3/3/16

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- 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.
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Department of Development Services
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Name

Job Title and City Department (if known)

N/A

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Name

Title

N/A

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Name

Board, Commission, or Committee

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Name

Consultant

N/A

CERTIFICATE

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Certifying Person: James D. Peterson
(Print)

Title: General Partner

Signature of Certifying Person: [Signature]

Date: 3/4/16

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.