Ordinance authorizing City Manager or designee to execute a Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement ("Agreement") with Oso Bend Development Company ("Developer"), for the construction of a water grid main extension line and appropriating \$117,667.45 from the No. 4030 Water 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 designee, is authorized to execute a Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement ("Agreement") with Oso Bend Development Company ("Developer"), for the extension of a 12-inch main extension water line, including all related appurtenances, for the development of Lots 22 and 23, Section 25, Flour Bluff and Encinal Farm and Garden Tracts, known as Riverbend Subdivision Unit 1, Corpus Christi, Nueces County, Texas.

**SECTION 2.** Funding in the amount of \$117,667.45 is appropriated from the No. 4030 Water Arterial Transmission and Grid Main Trust Fund to reimburse the Developer for the construction of a water grid main extension line improvements in accordance with the Agreement.

That the foregoing ordinance was read for the first time and passed to its second reading on this the day of, 2017, by the following vote:				
Joe McComb		Ben Molina		
Rudy Garza		Lucy Rubio		
Paulette Guajardo		Greg Smith		
Michael Hunter		Carolyn Vaughn		
Council Member				

That the foregoing ordinance was read for the second time and passed finally on this the day of, 2017, by the following vote:					
Joe McComb	Ben Molina				
Rudy Garza	Lucy Rubio				
Paulette Guajardo	Greg Smith				
Michael Hunter	Carolyn Vaughn				
Council Member					
PASSED AND APPROVED on this the day of, 2017.					
ATTEST:					
Rebecca Huerta City Secretary	Joe McComb 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 homerule municipality, P.O. Box 9277, Corpus Christi, Texas, 78469-9277, and Oso Bend Development Company ("Developer"), 101 N. Shoreline Boulevard, Suite 600, Corpus Christi, Texas 78401.

**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 Riverbend Subdivision Unit 1 ("Development"), as shown in **Exhibit 1 (attached and incorporated)**;

WHEREAS, under the UDC and as a condition of such plat of Riverbend Subdivision Unit 1, Developer is required to construct a public waterline in order to record such plat;

WHEREAS, Developer has submitted an application for reimbursement of the costs of extending a 12-inch waterline from the existing 12-inch waterline located at the southeast corner of Fred's Folly Drive and Yorktown Boulevard. The 12" PVC tie-in line will travel southeast along the south right-of-way of Yorktown Boulevard for 1,927 maximum linear feet and terminating with a 12" cap and 2" blow-off valve near the southeast corner of Ranch View Drive 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 the south right-of-way of Yorktown Boulevard for a distance of 1,927 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 Riverbend Subdivision Unit 1, Developer will construct the 12-inch waterline for and on behalf of the City in accordance with the plans and specifications as are approved by the City Engineer on behalf of the City.

#### 1. REQUIRED CONSTRUCTION

The Developer shall construct the 12-inch waterline improvements, in compliance with the City's UDC and under the plans and specifications approved by the Development Services Engineer.

#### 2. PLANS AND SPECIFICATIONS

- a. The Developer shall contract with a professional engineer, acceptable to the City's Development Services Engineer, to prepare plans and specifications for the construction of the 12-inch waterline, as shown in **Exhibit 3**, with the following basic design:
- 1. Install one (1) 12" x 6" Ductile Iron Tee
- 2. Install 1,927 linear feet of 12" PVC C-900
- 3. Install four (4) 12" Gate Valve and Box
- 4. Install three (3) Fire Hydrants Assembly Complete In-place
- 5. Install one (1) 12" Cap w/ 2" Blow-off Valve
- 6. Install one (1) Tie in to Existing Waterline
- 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. <u>DEVELOPER AWARD CONTRACT FOR IMPROVEMENTS</u>

Developer shall award a contract and complete the improvements to 12-inch waterline, under the approved plans and specifications, by <u>June 20, 2018</u>.

#### 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 <u>June 20, 2018.</u>
- 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 nondefaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in detail the nature of the default and the requirements to cure such default.
- b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.

- c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
- d. Should Developer fail to perform any obligation or duty of this Agreement, the City shall give notice to Developer, at the address stated above, of the need to perform the obligation or duty, and should Developer fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to Developer by reducing the reimbursement amount due Developer.
- e. In the event of an uncured default by the Developer, after the appropriate notice and cure period, the City has all its common law remedies and the City may:
  - 1. Terminate this Agreement after the required notice and opportunity to cure the default.
  - 2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project.
  - 3. Perform any obligation or duty of the Developer under this agreement and charge the cost of such performance to Developer. Developer shall pay to City the reasonable and necessary cost of the performance within 30 days from the date Developer receives notice of the cost of performance. In the event that Developer pays the City under the preceding sentence, and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.
- f. In the event of an uncured default by the City after the appropriate notice and cure period, the Developer has all its remedies at law or equity for such default.

#### 10. FORCE MAJEURE

- a. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; insurrections; riots; epidemic; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.
- b. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party shall give written notice of the full particulars of the force majeure to the other party within ten (10) business days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force

majeure, are suspended during the continuance of the inability claimed, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

#### 11. NOTICES

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

1. If to the Developer: 2. If to the City:

Oso Bend Development City of Corpus Christi

Company 1201 Leopard Street (78401)

Attn: John W. Wallace P.O. Box 9277

101 N. Shoreline Blvd. Corpus Christi, Texas 78469
Suite 600 ATTN: Assistant City Manager
Corpus Christi, Texas 78401 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 \$131,317.45 (\$117,667.45 waterline reimbursement and \$13,650.00 water distribution system acreage fee). 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 MANNER CONNECTED WITH THE CONSTRUCTION. IN ANY 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 DEVELOPER SHALL BE RESPONSIBLE UNDER SUBPARAGRAPH SHALL INCLUDE BUT SHALL NOT BE LIMITED TO THE 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, Parkview 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. <u>DISCLOSURE OF OWNERSHIP INTERESTS</u>

SIGNATURES FOUND ON PAGES 9 and 10.

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. <u>EFFECTIVE DATE</u>

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.

<b>EXECUTED IN ONE original, *this</b> _	day of	, 2017.

Developer:
Oso Bend Development Company Attn: John W. Wallace 101 N. Shoreline Blvd. Suite 600 Corpus Christi, Texas 78401
By: John W. Wallace, Vice-President
THE STATE OF TEXAS §  \$ COUNTY OF NUECES §
This instrument was signed by <u>John W. Wallace, Vice-President Oso Bend Development Company,</u> and acknowledged before me on the day of, 2017.
Notary Public, State of Texas

# CITY OF CORPUS CHRISTI: ATTEST: By: By: Rebecca Huerta Julio Dimas City Secretary **Development Services Interim 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 \_\_\_\_\_, 2017. Notary Public, State Of Texas THE STATE OF TEXAS COUNTY OF NUECES This instrument was signed by Julio Dimas, CFM, Development Services Interim Director, for the City of Corpus Christi, Texas, and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017. Notary Public, State Of Texas APPROVED AS TO FORM: This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Arterial Tran and Grid Main Reimb Agmt <u>Riverbend Subdivision Unit 1</u> Standard Form Reimbursement Agreement Template Version 1.0 3.29.16

Assistant City Attorney
For the City Attorney

Notes:

- 1.) Total platted area contains 14.16 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 "B" on Flood Insurance Rate Map, Community Panel No. 485494 0540 C, Nueces County, Texas, which bears a revised date of March 18, 1985 and is not in a Special Flood Hazard Area.
- 5.) The yard requirement, as depicted is a requirement of the Unified Development Code and is subject to change as the zoning may change.
- 6.) Residential driveways are prohibited direct access to Yorktown Boulevard from Lots 1 through 16, Block 1; and Lot 13, Block 2.
- 7.) Residential driveways are prohibited direct access to Ranch View Drive from Lot 1, Block 1, Lots 1 and 28, Block 6 and Lot 1, Block 7.
- 8.) All temporary drainage easements shall be maintained by the Home Owners Association (HOA).
- 9.) Lot 1A, Block 1 and Lot 13A, Block 2 are landscape lots to be maintained by the Home Owners Association.



# Plat of Riverbend Subdivision Unit 1

a 14.16 Acre Tract of Land out of Lots 22 and 23, Section 25, Flour Bluff and Encinal Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41-43, Map Records of Nueces County, Texas; said 14.16 Acres being out of a 60.073 acre tract of land described Warranty Deed from John Wallace, Trustee to Patricia H. Wallace, Trustee #2, recorded in Document No. 2005007409, Official Public Records of Nueces County, Texas.



at \_\_\_\_\_ O'clock \_\_ 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 \_\_\_\_\_, 20\_\_\_\_\_



DATE: Sept. 7, 2016 SCALE: 1"=100' JOB NO.: 39595.B5.03 SHEET: 1 of 2 DRAWN BY: XG

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

State of Texas County of Nueces

Patricia H. Wallace, Trustee #2, hereby certifies that she is the owner of the lands embraced within the boundaries of the foregoing plat; that she has had said lands surveyed and subdivided as shown; that streets shown are dedicated to the public use forever; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

This the day of, 20
By: Patricia H. Wallace, Trustee #2
State of Texas County of Nueces
This instrument was acknowledged before me by Patricia H. Wallace, Trustee #2.
This the, 20
Notary Public in and for the State of Texas



Yorktown Boulevard

Location Map: N.T.S.

High Gunt

This final plat of the herein described property was approved by the Department of Development

This final plat of the herein described property was approved on behalf of the City of Corpus Christi,

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,

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

Kara Sands, County Clerk

Nueces County, Texas

Corpus Christi, Texas

Services of the City of Corpus Christi, Texas.

Ratna Pottumuthu, P.E., LEED AP

Texas by the Planning Commission.

Texas, the day and year last written.

Development Services Engineer

This the \_\_\_\_\_ day of \_\_\_\_\_,

This the \_\_\_\_\_ day of \_\_\_\_\_

State of Texas County of Nueces

State of Texas County of Nueces

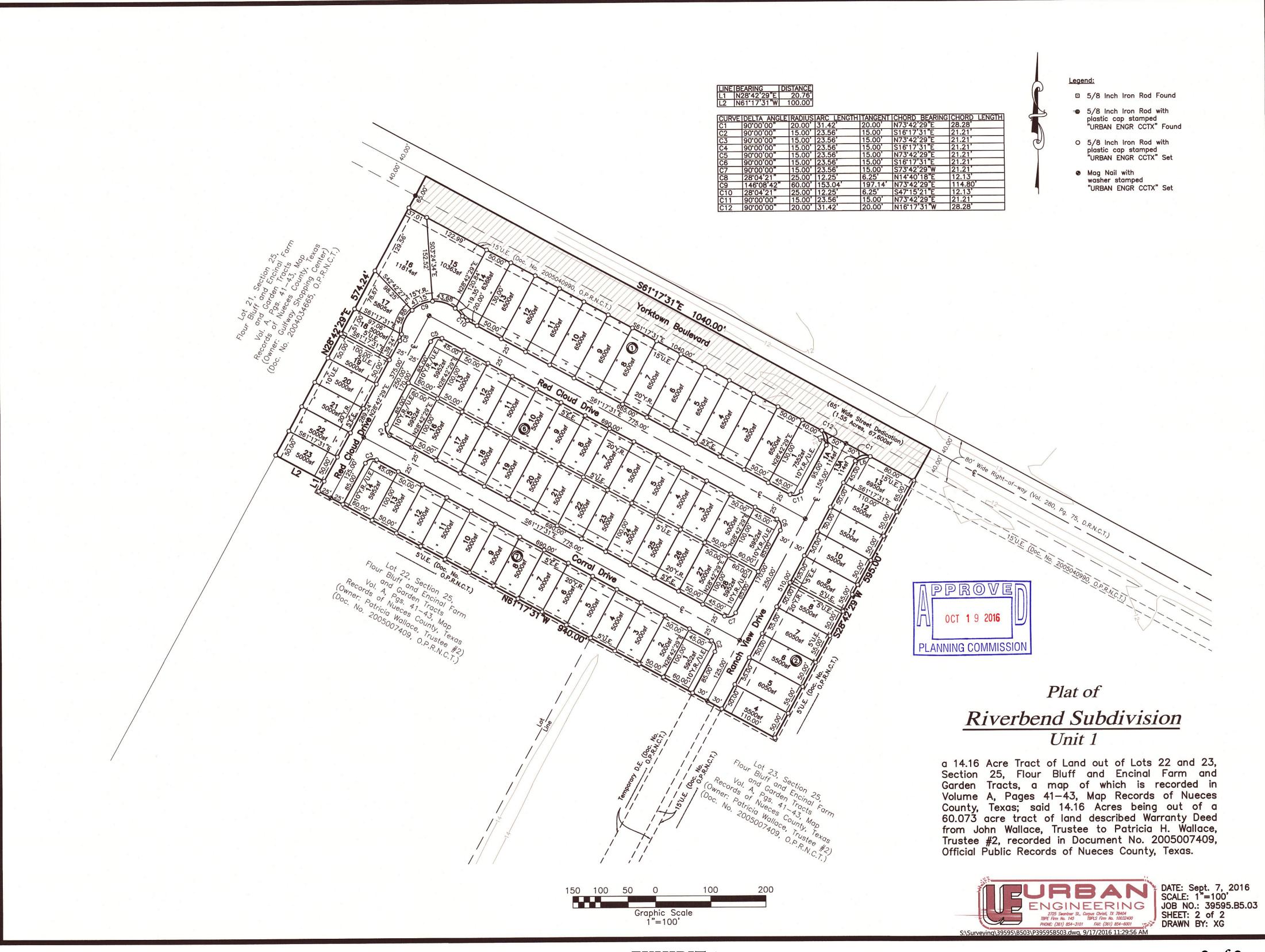
Daniel McGinn, A.I.C.P.

Interim Secretary

State of Texas

County of Nueces

Filed for Record



### <u>APPLICATION FOR WATERLINE REIMBURSEMENT</u>

We, Oso Bend Development Company, 101 N. Shoreline, Suite 600, Corpus Christi, TX 78401, Developers of proposed Riverbend Subdivision Unit 1, hereby request reimbursement of \$117,667.45 for the installation of the grid main water line, 12" C-900 PVC, in conjunction with said lot, as provided for by City Ordinance No. 17092. \$117,667.45 is the construction cost, including 11.5% Engineering, testing and Surveying, less the lot/acreage fee, as shown by the cost supporting documents attached herewith.

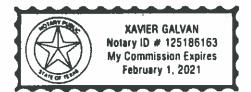
John W. Wallace, Vice-President Oso Bend Development Company

Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on Hory 1000 M. Wallace, Vice-President, of Oso Bend Development Company, a Texas Corporation, on behalf of the said corporation.



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

**Development Services Engineer** 

(Date)

### **APPLICATION FOR WATERLINE CREDIT**

We, Oso Bend Development Company, 101 N. Shoreline, Suite 600, Corpus Christi, Texas 78401, Developers of proposed Riverbend Subdivision Unit 1, hereby apply for \$13,650.00 credit towards the water lot/acreage fee for the installation of the grid main water line, 12" C-900 PVC, as provided for by City Ordinance No. 17092. \$131,317.45 is the construction cost, including 11.5% Engineering, testing and Surveying, as shown by the cost supporting documents attached herewith.

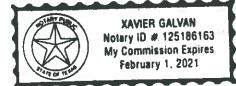
John W. Wallace, Vice-President Oso Bend Development Company

Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on \_\_\_\_\_\_\_, 2017, by <u>John W. Wallace, Vice-President</u>, of Oso Bend Development Company, a Texas Corporation, on behalf of the said corporation.



Notary Public in and for the State of Texas

# CONSTRUCTION PLANS **FOR**

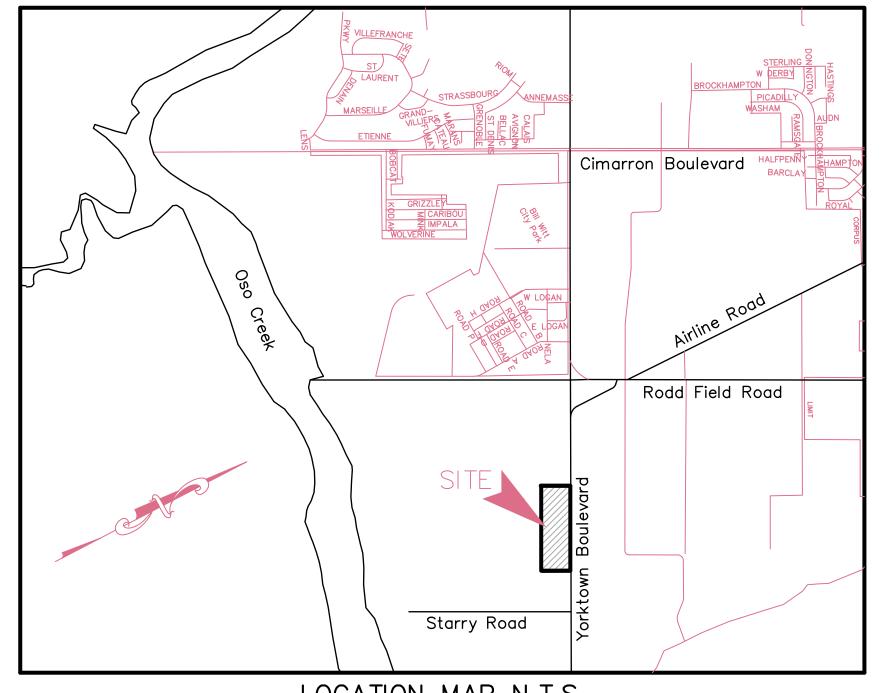
# PAVING, WATER, SANITARY SEWER AND STORM SEWER IMPROVEMENTS

RIVER BEND RANCH - PHASE 1 CORPUS CHRISTI, TEXAS

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

, P.E. <u>1</u>1/18/2016

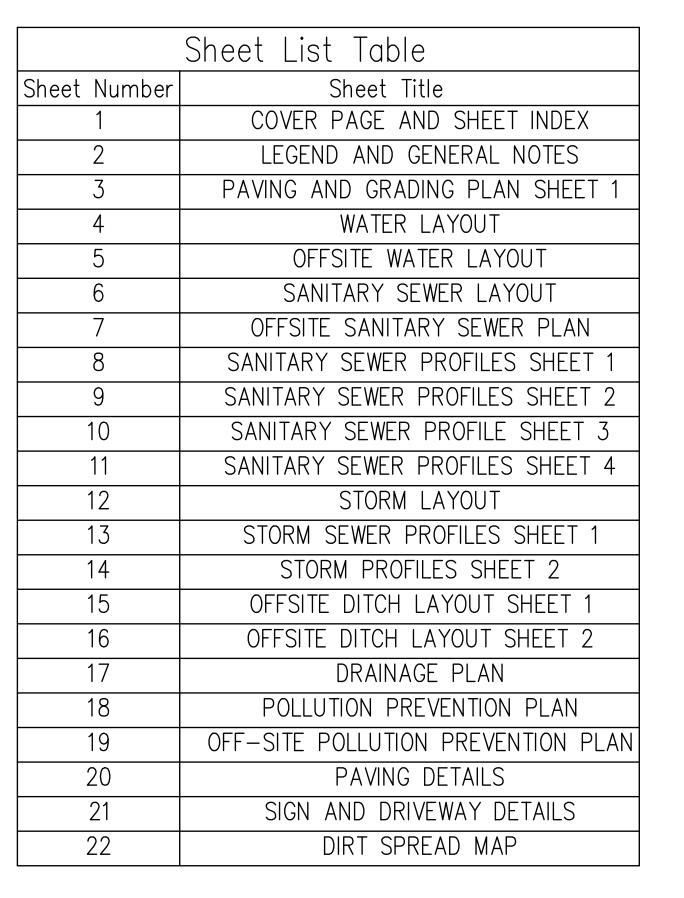
**CITY STANDARDS** CITY OF C.C. STANDARD WATER DETAILS 1 OF 5 CITY OF C.C. STANDARD WATER DETAILS 5 OF 5 CITY OF C.C. STANDARD SANITARY SEWER DETAILS 2 OF 5 CITY OF C.C. STANDARD STORM SEWER DETAILS 2 OF 2 CITY OF C.C. STANDARD DRIVEWAY DETAILS 1 OF 2 CITY OF C.C. STANDARD DRIVEWAY DETAILS 2 OF 2 CITY OF C.C. STANDARD CURB, GUTTER AND SIDEWALK DETAILS 1 OF 1



LOCATION MAP N.T.S.

CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE CITY OF CORPUS CHRISTI CONSTRUCTION INSPECTION DEPARTMENT (826-1738) AT LEAST THREE WORKING DAYS IN ADVANCE OF BEGINNING ANY WORK ON PUBLIC IMPROVEMENTS. PUBLIC IMPROVEMENTS INCLUDE WATER, SANITARY SEWER, STORM SEWER AND STREET OR DRIVEWAY WORK ON OR TIEING INTO PUBLIC FACILITIES.

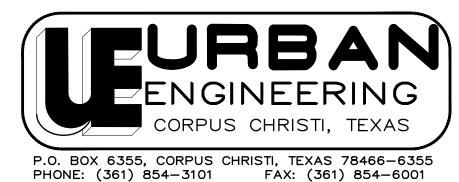
EXHIBIT 3





**ENGINEER:** 

MURRY F. HUDSON, P.E.



JOB NO. 39595.B5.00 DATE: NOVEMBER 2016 **©**2016 by Urban Engineering

1 OF 22

1 of 25

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS LISTED IN THE CONTRACT DOCUMENTS AND THE STANDARD DETAILS INCLUDED OR REFERENCED IN THE PLANS.

3. ANY CHANGES OR REVISIONS TO THESE PLANS MUST BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO

4. THE OWNER/ENGINEER RESERVE THE RIGHT TO MAKE REASONABLE ADJUSTMENTS IN LINE AND/OR GRADE IN ORDER TO AVOID CONFLICTS WITH NON-RELOCATABLE STRUCTURES OR OTHER UTILITIES. THE CONTRACTOR AGREES TO MAKE SUCH REASONABLE ADJUSTMENTS AT NO COST TO OWNER OR ENGINEER.

5. EXISTING PAVING, BUILDINGS, AND OTHER ITEMS SHOWN ON PLANS BUT NOT SPECIFICALLY RELATED TO THE WORK OF THE CONTRACTOR ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE SHOWN TO A LESSER ACCURACY OR TO A LESSER DEGREE OF DETAIL THAN THE

# 2. DEMOLITION

1. ALL CONSTRUCTION SHALL CONFORM TO STANDARD BUILDING CODE AND CITY ORDINANCES FOR DEMOLITION OF STRUCTURES, SAFETY OF ADJACENT STRUCTURES, DUST CONTROL AND DISPOSAL AS WELL AS ALL FEDERAL, STATE, AND LOCAL HAULING AND DISPOSAL REGULATIONS. CONTRACTOR SHALL OBTAIN REQUIRED PERMITS FROM AUTHORITIES AND NOTIFY AFFECTED UTILITY COMPANIES BEFORE STARTING WORK AND COMPLY WITH THEIR REQUIREMENTS.

2. THE CONTRACTOR SHALL COMPLETELY REMOVE EXISTING STRUCTURES WHICH ARE TO BE ABANDONED TO A DEPTH OF 36 INCHES BELOW FINISHED GRADE. STRUCTURES FALLING WITHIN A BUILDING PAD EXCAVATION SHALL BE REMOVED. ANY REMAINING CAVITY SHALL BE

COMPLETELY FILLED WITH LIMESTONE OR SELECT FILL MATERIAL.

3. ALL LINES, PIPE SAND UTILITIES LESS THAN 12 INCHES IN DIAMETER MAY BE ABANDONED IN PLACE PROVIDED THEY ARE AT LEAST 24 INCHES BELOW EXISTING OR PROPOSED GRADE IN SITEWORK PARKING AREAS. ALL PIPES, UTILITIES, ETC., ABANDONED IN PLACE SHALL BE GROUT FILLED AND PLUGGED OR CAPPED PER CITY CODE AND THE CITY OR APPROPRIATE UTILITY COMPANY NOTIFIED TO INSURE

4. THE CONTRACTOR SHALL COMPLETELY REMOVE AND HAUL OFF EXISTING CONCRETE OR FOUNDATION PIERS THAT MAY BE UNCOVERED IN THE AREA AND FILL EXCAVATIONS OR PER NOTE 2 ABOVE.

5. BURIAL OF DEBRIS SHALL NOT BE ALLOWED. THE CONTRACTOR SHALL HAUL OFF AND DISPOSE OF ALL DEMOLISHED ITEMS AND DISPOSE

# 3. SIDEWALKS AND DRIVEWAYS

### PUBLIC AND PRIVATE

DRIVEWAY TYPE SHALL BE AS SHOWN ON THE APPROPRIATE CITY DETAILS AS APPLICABLE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING

CURRENT CITY REGULATIONS GOVERNING DRIVEWAY TYPE. 2. ALL STREET DIMENSIONS SHOWN ON PLANS ARE TO BACK OF CURB, UNLESS NOTED OTHERWISE

WHERE EXISTING ASPHALT AND CONCRETE ARE TO BE CUT, THESE CUTS SHALL BE VERTICAL AND MADE WITH A SAW. I. CARE SHALL BE TAKEN TO PROTECT CURB & GUTTER AND OTHER CONCRETE SURFACES FROM ASPHALT SPLATTER DURING PRIMING AND SEALING OPERATIONS.

5. HMAC PAVING TRANSITIONS TO EXISTING PAVEMENTS SHALL BE TRANSITIONED OVER 10' TO PRODUCE A SMOOTH RIDE AND SHALL BE CHECKED WITH A 10' STRAIGHT EDGE PRIOR TO COMPLETION. LONGITUDINAL HMAC PAVING JOINT LOCATIONS SHALL BE APPROVED BY

6. CONCRETE PLACEMENT SHALL STOP AT EXPANSION JOINTS IN SIDEWALKS OR AS OTHERWISE DIRECTED BY THE ENGINEER. 7. WHERE PROPOSED CONCRETE TIES INTO EXISTING CONCRETE. CONTRACTOR SHALL PLACE AN EXPANSION JOINT AS SHOWN IN THE PAVING

. CURB FOR CURB RAMPS SHALL NOT BE PAID FOR DIRECTLY BUT CONSIDERED SUBSIDIARY TO CURB RAMP

9. THE AREA BETWEEN THE SIDEWALK AND CURB & GUTTER SHALL BE GRADED WITH TOP SOIL THAT IS FREE OF DEBRIS, BASE, ASPHALT, AND CONCRETE AS DIRECTED BY THE ENGINEER.

1. THE AREA BEHIND THE SIDEWALK SHALL BE GRADED WITH TOP SOIL THAT IS FREE OF DEBRIS, BASE, ASPHALT, AND CONCRETE.

2. WHEN MATCHING NEW 6" CURB & GUTTER TO EXISTING 4", THE GUTTER SLOPE SHALL BE MAINTAINED AND THE 2" TRANSITION SHALL BE IN THE CURB SECTION. AS NECESSARY TO PREVENT PONDING WATER. TRANSITION LENGTH SHALL BE 10' MINIMUM. 3. AN ASPHALT IMPREGNATED FIBERBOARD EXPANSION JOINT WITH 2-#4 DOWELS x 18" LONG SHALL BE USED WHERE NEW CURB MATCHES

# 5. ALL UTILITIES

I. ELEVATION ADJUSTMENTS FOR NEW MANHOLES AND VALVES SHALL BE CONSIDERED SUBSIDIARY UNLESS NOTED OTHERWISE.

2. ALL NEW AND EXISTING VALVES AND MANHOLES SHALL BE EXTENDED TO FINISH GRADE. THIS ACTIVITY WILL BE CONSIDERED SUBSIDIARY UNLESS NOTED OTHERWISE. 3. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT EXISTING UTILITIES. ALL PIPES AND UTILITIES DAMAGED BY THE CONTRACTOR

SHALL BE REPAIRED WITH NO SEPARATE PAYMENT. 4. ALL OPEN EXCAVATION SHALL BE ENCLOSED WITH ORANGE SAFETY FENCE AND BARRELS.

5. ALL MATERIAL AND LABOR FOR THE ADJUSTMENT TO FINISH GRADE OF ALL NEW MANHOLES AND VALVE BOXES SHALL BE FURNISHED BY THE CONTRACTOR AND NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK.

6. UNLESS SHOWN OTHERWISE IN THE PLANS OR SPECIFICATIONS, DEWATERING OF UTILITY LINE AND STORM SEWER WILL NOT BE PAID FOR DIRECTLY BUT CONSIDERED SUBSIDIARY TO THE ITEMS IT MAY BE ASSOCIATED WITH.

7. ALL ASBESTOS-CEMENT PIPE DESIGNATED FOR REMOVAL SHALL BE DISPOSED OF IN STRICT ACCORDANCE WITH LOCAL, STATE & FEDERAL REGULATIONS. DISPOSAL OF AC PIPE WILL NOT BE PAID DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO UTILITY OR DEMOLITION IMPROVEMENTS.

8. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND WERE OBTAINED FROM EXISTING RECORDS AND VISIBLE EVIDENCE ON THE GROUND. IT IS EXPECTED THAT THERE MAY BE SOME DISCREPANCIES AND OMISSIONS IN THE LOCATIONS AND QUANTITIES OF EXISTING UTILITIES AND STRUCTURES SHOWN. THE CONTRACTOR SHALL VERIFY THE DEPTH AND LOCATION OF ALL KNOWN EXISTING UTILITIES SUFFICIENTLY INADVANCE OF CONSTRUCTION SO THAT CONFLICTS CAN BE AVOIDED. WHEN AN EXISTING UTILITY OR UNDERGROUND PIPELINE IS ENCOUNTERED, THAT WAS PREVIOUSLY NOT LOCATED OR INCORRECTLY LOCATED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND THE APPROPRIATE UTILITY COMPANY TO OBTAIN PROCEDURAL INSTRUCTIONS. THE CONTRACTOR SHALL COOPERATE WITH THE APPROPRIATE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.

9. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND REPAIRING ANY UTILITIES DAMAGED AS A RESULT OF OPERATIONS.

10. ALL PIPELINE VALVES SHALL BE ACCESSIBLE AT ALL TIMES.

11. PAVEMENT REPAIR SHALL BE PAID FOR ONLY IF THE REPAIR OCCURS OUTSIDE THE LIMITS OF PROPOSED STREET EXCAVATION. TRENCH RESTORATION, ALONG EXISTING PAVEMENTS THAT ARE SCHEDULED FOR SUBSEQUENT STREET EXCAVATION, SHALL INCLUDE REPLACEMENT OF BASE WITH LOW P.I. MATERIAL THAT IS CONDUCTIVE FOR SALVAGE.

12. WHERE UTILITY AND/OR STORM SEWER WORK IS PERFORMED UNDER AREAS OF THE EXISTING ROADWAY OR TEMPORARY DETOURS THAT ARE REQUIRED TO CARRY TRAFFIC PRIOR TO COMPLETION OF THE STREET IMPROVEMENTS, THE CONTRACTOR SHALL APPLY SURFACE TREATMENT ON TOP OF THE BASE OR BACKFILL MATERIAL UNTIL SUCH TIME THAT THE PROPOSED PAVEMENT SECTION IS CONSTRUCTED. THESE TEMPORARY PAVEMENTS (INCLUDING BACKFILL, BASE MATERIAL AND SURFACE TREATMENT) WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE SUBSIDIARY TO THE BID ITEM TRAFFIC CONTROL.

# 6. STORM <u>SEWER</u>

# PUBLIC AND PRIVATE

1. ALL CURB INLETS SHALL HAVE A 5' THROAT, UNLESS NOTED OTHERWISE.

2. ALL STORM SEWER PIPE SHALL BE CLASS III REINFORCED CONCRETE PIPE WITH TYPE B WALL AND TONGUE-AND-GROOVE JOINTS PER ASTM C-76 OR CORRUGATED HDPE DUAL WALL PIPE MANUFACTURED IN ACCORDANCE WITH ASTM F2306 AND WITH GASKETED WATER TIGHT JOINTS MEETING ASTM D3212 UNLESS NOTED OTHERWISE ON THE DRAWINGS. CLASS IV REINFORCED CONCRETE PIPE SHALL BE USED WHERE TOP OF PIPE EXTENDS INTO SUBGRADE OR BASE COURSE. . PRE-CAST INLETS, SHALL HAVE CAST-IN-PLACE THROAT AND TOP.

4. A PIPE COLLAR SHALL BE USED WHERE PROPOSED STORM SEWER IS TO BE CONNECTED TO EXISTING STORM SEWER. PIPE COLLARS SHALL NOT BE PAID FOR SEPARATELY BUT CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS. PIPE COLLARS SHALL NOT BE REQUIRED AT TONGUE AND GROOVE CONNECTIONS.

5. ALL CONCRETE PIPE AND BOX JOINTS SHALL REQUIRE PREFORMED PLASTIC SEALING COMPOUND AND JOINT WRAP.

# 7. SANITARY SEWERS

# PUBLIC AND PRIVATE LINES

1. PVC PIPE AND FITTINGS FOR SEWER LINES SHALL BE IN ACCORDANCE WITH ASTM D-3034. PIPE SHALL HAVE AN SDR OF 26. PIPE AND FITTINGS SHALL HAVE PUSH-ON COMPRESSION GASKET JOINTS IN ACCORDANCE WITH ASTM D-3212. 2. ABANDONED SERVICES SHALL BE REMOVED TO A DEPTH OF 2' BELOW PROPOSED SUBGRADE ELEVATION AND CAPPED WITH GROUT.

3. NEITHER BLUE PVC PIPE NOR DUCTILE IRON PIPE SHALL BE USED FOR SANITARY SEWERS.

4. ABANDONED SANITARY MAINS SHALL BE FILLED WITH FLOWABLE GROUT MATERIAL. (SEE MIXTURE NOTE ON THIS SHEET). THE UPPER 5

FEET OF ABANDONED MANHOLES AND ABANDONED CLEAN-OUTS SHALL BE REMOVED AND THE EXCAVATIONS SHALL BE BACK FILLED WITH SELECT MATERIAL COMPACTED TO NATURAL GROUND DENSITY OR A MINIMUM OF 95% STD PROCTOR. 5. EXISTING FIBERGLASS SANITARY MANHOLES SHALL BE ADJUSTED TO FINISH GRADE.

6. ALL SANITARY MANHOLES INSTALLED ON THIS PROJECT SHALL BE FIBERGLASS. THE MANHOLE MANUFACTURER SHALL PROVIDE CERTIFICATION AND DESIGN CALCULATIONS TO THE CITY SHOWING THAT THE MANHOLES ARE DESIGNED FOR TRAFFIC LOADING (H2O DESIGN VEHICLE) AND THE APPLICABLE SOIL AND HYDROSTATIC PRESSURE LOADING CONDITIONS. MINIMUM WALL THICKNESS SHALL BE 0.50 INCH. IF REQUIRED BY THE MANUFACTURERS DESIGN, HORIZONTAL RIBS AND/OR VERTICAL STIFFENERS MAY BE UTILIZED TO ACHIEVE REQUIRED DESIGN CHARACTERISTICS.

. WHERE NEW SANITARY SEWERS ARE TO BE PLACED ADJACENT TO AN EXISTING WATERLINE AT A LATERAL CLEARANCE OF LESS THAN 9 FEET, THAT SECTION OF SEWER SHALL BE PRESSURE RATED PVC, AWWA C900-DR25 NON-BLUE COLORED. THIS ACTIVITY SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROPOSED SANITARY SEWER ACTIVITIES.

8. CLEANING OR PURGING OF EXISTING SANITARY SEWER LINES REQUIRED FOR CONNECTING INTO NEW SANITARY SEWER SYSTEM SHALL BE THE CONTRACTORS RESPONSIBILITY.

9. CONTRACTOR SHALL PROVIDE FOR TEMPORARY BY-PASS OF SEWERAGE INTO DOWNSTREAM MANHOLE WHEN REPLACING EXISTING SANITARY SEWER MAINS WITH NEW PVC WASTEWATER PIPE AND/OR WHEN REHABILITATING EXISTING MANHOLES. NO ADDITIONAL PAYMENT WILL BE MADE TO THE CONTRACTOR FOR THIS SUBSIDIARY WORK.

# 8. WATER LINES

PUBLIC AND PRIVATE LINES

1. PVC PIPE AND FITTINGS FOR WATER LINES SHALL BE A.W.W.A. C-900, CLASS 150, WITH A D.R. OF 18. PVC PIPE FOR WATER LINES TO BE CHARGED BY THE FIRE DEPARTMENT SHALL BE A.W.W.A. C-900. CLASS 200 WITH A D.R. OF 14.

2. "FH ASSEMBLY" SHALL ENCOMPASS ALL PIPE, FITTINGS, AND STRUCTURES NECESSARY TO COMPLETE THE FIRE HYDRANT INCLUDING THE TEE ON THE MAIN LINE, AND THE VALVE ON THE LEAD LINE. FIRE HYDRANTS WILL BE LOCKED ONTO VALVE BY USE OF RETAINER GLANDS ON DUCTILE IRON PIPE.

WATER METERS SHALL BE ACCESSIBLE DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH CITY WATER DEPARTMENT PERSONNEL TO DETERMINE TIME FOR WATER CONNECTION TIE-INS.

VALVE BOXES TO REMAIN IN SERVICE SHALL BE ADJUSTED TO FINISH GRADE. 6. ALL EXISTING WATERLINES TO BE ABANDONED MUST BE DETACHED A MINIMUM OF 10 FEET FROM THE CONNECTION AND SHALL BE PUBLIC LINES

7. ABANDONED WATER FITTINGS, VALVES, FIRE HYDRANTS, ETC. SHALL BE RECOVERED AND STOCKPILED AT A SECURE LOCATION BY THE CONTRACTOR FOR SALVAGE BY THE CITY. HOWEVER, ALL RELATED ITEMS THAT ARE UNWANTED BY THE CITY SHALL BECOME THE PROPERTY OF THE CONTRACTOR.

8. IF A COLLECTION SYSTEM PIPE CROSSES A PUBLIC WATER SUPPLY PIPE THE PIPES SHALL BE CONSTRUCTED PER THE REQUIREMENTS SET FORTH BY TCEQ TAC CHAPTER 290. 9. WATERLINES SHALL BE PLACED TO DEPTH AS PER CITY'S WATERLINE MINIMUM COVER REQUIREMENTS. HOWEVER, DUE TO CONFLICTS, IT MAY BE NECESSARY TO PLACE THE LINE DEEPER AT THESE LOCATIONS. IT IS NOT INTENDED THAT THE LINES BE PLACED AT THESE

DEPTHS FOR LONG DISTANCES. THESE DEPTHS ARE TYPICALLY TO BE ATTAINED BY VERTICAL OFFSETS WITH BENDS AND EXTEND SHORT

DISTANCE. THIS SHALL BE COORDINATED WITH THE CITY WATER DEPARTMENT. 10. PIPE BETWEEN FITTINGS AT VERTICAL AND HORIZONTAL CHANGES IN ALIGNMENT SHALL BE DUCTILE IRON PIPE WITH RESTRAINT DEVICES. 11. CONNECTIONS TO THE EXISTING WATERLINE WILL BE PAID FOR AS PER BID ITEM.

# 9. GAS LINES

1. ALL CONNECTIONS AND ADJUSTMENTS TO EXISTING GAS LINES SHALL BE PERFORMED BY THE CITY GAS DEPARTMENT IF REQUIRED BY CITY. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE GAS DEPARTMENT AND IS RESPONSIBLE FOR PAYING ALL COSTS ASSOCIATED WITH CONNECTIONS OR ADJUSTMENTS.

# 10. MISCELLANEOUS

CONCRETE SHALL BE SAW CUT WHERE AN EXISTING CONCRETE STRUCTURE IS TO BE PARTIALLY REMOVED.

TREE TRIMMING SHALL BE DONE IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE. TREES, TREE STUMPS AND BRUSH WITHIN THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHALL BE REMOVED AND HAULED AWAY.

3. PRIMING AND HOT-MIX PLACING OPERATIONS SHALL NOT BE CONDUCTED ON DAYS FOR WHICH AN OZONE ADVISORY HAS BEEN ISSUED,

4. REMOVAL OF EXISTING FENCE, IN AREAS TO RECEIVE NEW FENCE, WILL NOT BE PAID FOR DIRECTLY BUT CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS, UNLESS OTHERWISE INDICATED. THE CONTRACTOR SHALL PROVIDE A TEMPORARY FENCE FROM THE TIME AN EXISTING FENCE IS REMOVED TO THE TIME THE PROPOSED FENCE IS REPLACED. THIS WORK WILL NOT BE PAID FOR DIRECTLY BUT CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

ALL WORK SHALL BE PERFORMED DURING DAYLIGHT HOURS. ALL TRASH SHALL BE PICKED-UP AND REMOVED AT THE END OF EACH DAY.

CONTRACTOR SHALL VERIFY ALL SURFACE CONDITIONS OF THE SITE PRIOR TO PREPARING AND SUBMITTING ITS BID.

8. WHERE THE WORD "PROPOSED" OR PROP." IS UTILIZED IN THIS SET OF DOCUMENTS, IT SHALL MEAN "NEW CONSTRUCTION TO BE PERFORMED AS PART OF THIS CONTRACT."

## 11. TRAFFIC

1. IF CONTRACTOR DISTURBS TRAFFIC BY OCCUPYING TRAFFIC LANES WITH CONSTRUCTION EQUIPMENT OR DELIVERY VEHICLES CONTRACTOR IS RESPONSIBLE FOR ACQUIRING APPROVAL OF A TRAFFIC CONTROL PLAN PERMIT FROM THE CITY TRAFFIC ENGINEER AND IT MUST BE IN CONFORMANCE WITH CURRENT "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD). THIS INCLUDES THE CONSTRUCTION OF DRIVEWAYS AND CURB & GUTTER IN PUBLIC RIGHT OF WAYS.

2. ALL WEATHER VEHICULAR ACCESS TO LOCAL RESIDENTS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. 3. THE CONTRACTOR SHALL MAINTAIN AND PROVIDE SUITABLE TEMPORARY DRAINAGE UNTIL SUCH TIME AS PERMANENT DRAINAGE STRUCTURES ARE COMPLETED. THE EXPENSE FOR PROVIDING SAID SUITABLE TEMPORARY DRAINAGE, INCLUDING CONSTRUCTION OF TEMPORARY SWALES, INSTALLATION AND REMOVAL OF TEMPORARY PIPES AND OTHER ASSOCIATED WORK WILL NOT TO BE PAID FOR SEPARATELY BUT SHALL BE SUBSIDIARY.

4. THE CONTRACTOR SHALL COORDINATE WITH THE CITY TRAFFIC ENGINEERING DEPARTMENT REGARDING RELOCATION OR REPLACEMENT OF EXISTING SIGNS (STOP SIGNS, BUS ROUTE SIGNS, ETC.) AS MAY BE REQUIRED.

# 12. SURVEY

1. SURVEY CONTROL IS BASED OFF OF MONUMENTATION USING NORTH AMERICAN VERTICAL DATUM 88 (NAVD 88) FOR VERTICAL CONTROL.

AND NORTH AMERICAN DATUM 83 (NAD 83). TEXAS SOUTH ZONE 4205 FOR HORIZONTAL CONTROL.

2. CONTROL POINTS HAVE BEEN PROVIDED AND REFERENCED IN THE PLANS TO AID IN CONSTRUCTION. CONTROL POINTS ARE BASED ON THE ABOVE STATED DATUM AND SHALL BE VERIFIED BACK TO THE APPROPRIATE MONUMENTATION BY THE CONTRACTOR PRIOR TO

# 13. NOTIFICATION REQUIREMENTS

STRUCTURE OR PORTION OF A STRUCTURE

1. AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION THE CONTRACTOR IS REQUIRED TO NOTIFY THE LONE STAR NOTIFICATION COMPANY AT 1-800-669-8344.

2. THE CONTRACTOR SHALL GIVE A MINIMUM OF 48 HOURS NOTICE TO THE OWNER. ENGINEER AND PERSONS IN CHARGE OF PRIVATE AND

3. THE CONTRACTOR SHALL NOTIFY LOCAL EMERGENCY SERVICES (I.E. FIRE, E.M.S. AND POLICE) OF ANY CONSTRUCTION ACTIVITIES THAT

WOULD AFFECT THE NORMAL FLOW OF TRAFFIC. 4. THE CONTRACTOR SHALL GIVE A MINIMUM OF 48 HOURS NOTICE TO THE ENGINEER AND AUTHORIZED TESTING LABORATORY PRIOR TO

# 14. CONTRACTOR'S RESPONSIBILITIES

1. THE CONTRACTOR SHALL COORDINATE ALL SERVICE SHUT DOWNS WITH THE APPROPRIATE UTILITY DEPARTMENT CONSTRUCTION OBSERVER

AT LEAST 48 HOURS PRIOR TO THE ANTICIPATED UTILITY SERVICE SHUT DOWN. 2. THE CONTRACTOR SHALL COORDINATE WITH ALL AFFECTED PROPERTY OWNERS IN WRITING AT LEAST 24 HOURS PRIOR TO ANY

ANTICIPATED UTILITY SERVICE SHUT DOWN. THE CONTRACTOR SHALL PROVIDE THE CITY WITH A COPY OF ALL WRITTEN CORRESPONDENCE. 3. THE CONTRACTOR SHALL COORDINATE INSPECTIONS WITH THE UTILITY DEPARTMENT INSPECTOR 48 HOURS PRIOR TO ALL WORK BEING

4. THE CONTRACTOR SHALL ADVISE THE OWNER AND THE ENGINEER IMMEDIATELY, VERBALLY AND IN WRITING, OF ANY FUEL OR TOXIC MATERIAL SPILLS ONTO THE PROJECT/CONSTRUCTION AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF FUELS. WASTE MATERIALS AND CONTAMINATED EXCAVATIONS IN A LEGALLY APPROVED MANNER.

5. THE CONTRACTOR SHALL COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES WITH APPLICABLE UTILITY COMPANY, OWNER AND TENANT. ALL WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED. 6. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING INGRESS AND EGRESS FOR ALL PUBLIC AND PRIVATE FACILITIES AT ALL TIMES AND FOR ALL WEATHER CONDITIONS. UNLESS OTHERWISE INDICATED ON THE PLANS OR APPROVED BY THE ENGINEER.

7. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDED AND MAINTAIN ALL NECESSARY WARNING AND SAFETY DEVICES (FLASHING LIGHTS, FLAG MEN, BARRICADES, SIGNS, ETC.) TO PROTECT THE PUBLIC SAFETY AND HEALTH UNTIL THE WORK HAS BEEN COMPLETED AND ACCEPTED BY THE ENGINEER AND OWNER. ALL BARRICADING SHALL BE DONE IN COMPLIANCE WITH THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

8. THE CONTRACTOR SHALL MAINTAIN ALL REGULATORY SIGNS DURING THE CONSTRUCTION PERIOD. 9. THE CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR ARE TO BE OBTAINED AT THE CONTRACTOR'S EXPENSE.

10. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING SANITARY FACILITIES ON THIS PROJECT FOR EMPLOYEES. 11. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE FLOW IN ALL DITCHES AND STORM SEWER AT ALL TIMES. 12. THE CONTRACTOR SHALL PLACE AND COMPACT BACKFILL AS PROMPTLY AND PRACTICABLE AS POSSIBLE AFTER COMPLETION AT EACH

13. PRIOR TO THE ACCEPTANCE OF THE PROJECT, ALL GRADED AND DISTURBED AREAS ARE TO BE RESTORED TO ORIGINAL OR BETTER CONDITION IN ACCORDANCE WITH THE SPECIFICATIONS. 14. THE CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF ALL EXCESS CONSTRUCTION AND WASTE MATERIALS. THE CONTRACTOR SHALL

COMPLY WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REQUIREMENTS REGARDING THE HANDLING AND DISPOSAL OF EXCESS AND WASTE MATERIALS. 15. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. COPIES OF OSHA STANDARDS MAY BE PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE.

16. THE CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES (INCLUDING ROADWAYS, PARKING AREAS,

CONSTRUCTION OPERATIONS ARE TO BE REPAIRED IMMEDIATELY BY THE CONTRACTOR TO A CONDITION SIMILAR OR EQUAL TO THAT EXISTING BEFORE THE DAMAGE WAS DONE. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE FACILITY OWNER AND THE ENGINEER AT THE CONTRACTOR'S EXPENSE. 17. THE CONTRACTOR SHALL LOCATE, PROTECT AND MAINTAIN BENCHMARKS, MONUMENTS AND CONTROL POINTS. THE CONTRACTOR SHALL

DRIVEWAYS, STRUCTURES, UTILITIES, ETC.) FROM DAMAGE. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF THE

RE-ESTABLISH DISTURBED OR DESTROYED ITEMS AT HIS EXPENSE. THE RE-ESTABLISHMENT SHALL BE PERFORMED UNDER THE DIRECTION OF A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR. 18. EXISTING ELECTRICAL LINES ARE LOCATED CLOSE TO THE PROJECT. THE ATTENTION OF THE CONTRACTOR IS DIRECTED TO THE STATE LAW (VERNON'S ANNOTATED TEXAS STATUTES, ARTICLE 1436(C)) CONCERNING OPERATIONS IN THE VICINITY OF ELECTRICAL LINES AND

THE NEED FOR EFFECTIVE PRECAUTIONARY MEASURES. 19. WHERE WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES OR WATER LINES NEXT TO MANHOLE(S), THE INSTALLATION WILL MEET THE REQUIREMENTS OF 30 TAC 317.13, APPENDIX E (DESIGN OF SEWERAGE SYSTEMS) AND 30 TAC 290.44(e) (WATER

20. WATER NECESSARY FOR CONSTRUCTION SHALL BE PROVIDED AND PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL ARRANGE FOR A METERED CONNECTION(S) AND SHALL PROVIDE THE PROPER EQUIPMENT TO PREVENT CROSS-CONNECTION.

# **LEGEND**

**EXISTING SYMBOLS** 

PROPOSED SYMBOLS

<u>PROPOSED SYMBOLS</u>		<u>EXISTING SYMBOLS</u>	
HMAC	HOT MIX ASPHALT CONCRETE	EP	EDGE OF PAVEMENT
TP	TOP OF PAVEMENT	PC	POINT OF CURVATURE
тс	TOP OF CURB	PI	POINT OF INTERSECTION
TW	TOP OF WALK	PT	POINT OF TANGENCY
GB	GRADE BREAK	GB	GRADE BREAK
W.E.	WATERLINE EASEMENT	BL	BUILDING LINE
FL	FLOW LINE	<del>-</del> \$-	LIGHT POLE
MH	MANHOLE	Ø	POWER POLE
RCP	REINFORCED CONCRETE PIPE		GUY WIRE
HDPE	HIGH DENSITY POLYETHYLENE PIPE	w w	FIRE HYDRANT
PVC	POLYVINYL CHLORIDE PIPE	M	WATER METER
D.I./DIP	DUCTILE IRON PIPE	WV	WATER VALVE
J.B.	JUNCTION BOX	GV	GAS VALVE
S.I.	SLOT INLET	•	SANITARY SEWER MANHOLE
G.I.	GRATE INLET	(SW)	STORM MANHOLE
A.D.	AREA DRAIN	F	FIBER OPTIC BOX
EX.	EXISTING	E	ELECTRICAL BOX
PROP.	PROPOSED	T	TRAFFIC SIGNAL BOX
HG	HYDRAULIC GRADE	0	SIGN POST
Shg	HYDRAULIC GRADE SLOPE	<b>→</b>	DIRECTIONAL FLOW ARROW
A / At	AREA / TOTAL AREA (AC.)		CURB INLET
Q / Qt	FLOW / TOTAL FLOW (cfs)		CONCRETE SIDEWALK
<b>→</b>	DIRECTIONAL FLOW ARROW		CURB AND GUTTER
	SEWER SERVICE W/ CLEAN OUT	SS	SANITARY SEWER LINE
··	WATER SERVICE W/ METER	W	WATER LINE
$\langle A \rangle$	WATER LINE ADJUSTMENT	— G — G —	GAS LINE
w w	FIRE HYDRANT	————FM———	FORCEMAIN
	WATER VALVE	STO/ <u></u>	STORM SEWER
0	SANITARY SEWER MANHOLE	E E	ELECTRICAL
	SIDEWALK DRAIN	——————————————————————————————————————	TELEPHONE (AT&T)
	GRATE INLET	OHL	OVERHEAD LINE
	SLOT INLET		CENTERLINE OF STREET
x29.4 / <b>(10.00)</b>	EXISTING SPOT ELEVATION		UTILITY EASEMENT (U.E.)
	PROPOSED SPOT ELEVATION		PROPERTY LINE
0.50%	FLOW ARROW W/ SLOPE		EDGE OF PAVEMENT
14.0	EXISTING CONTOUR	x	CHAINLINK FENCE
<u> </u>	PROPOSED CONTOUR	//	WOOD FENCE
	CURB AND GUTTER		BUILDING
<u> </u>	CONCRETE SIDEWALK		ASPHALT PAVEMENT
	CENTERLINE OF STREET		CONCRETE PAVEMENT
	HMAC PAVEMENT		
	CONCRETE PAVEMENT		
	DRAINAGE SWALE		
w	WATER LINE		
ss	SANITARY SEWER LINE	FLOWABLE GROUT	<u>MATERIAL</u>
		i	

STORM SEWER LINE

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**EXHIBIT 3** 

UTILITY EASEMENT (U.E.)

EXISTING DRAINAGE DIVIDE

PROPOSED DRAINAGE DIVIDE

# I FLOWABLE GROUT MATERIAL

'DARAFILL' ADMIXTURE MANUFACTURED BY GRACE CONSTRUCTION PRODUCTS. THE FLOWABLE GROUT SHALL BE SUPPLIED WITH THE FOLLOWING MIXTURE BY AN APPROVED READY-MIX SUPPLIER. THE MANUFACTURER'S REPRESENTATIVE SHALL BE CONSULTED FOR ANY FINAL ADJUSTMENTS TO IMPROVE FOR FLOWABLITY OF THE MIXTURE.

100lbs/CY PORTLAND CEMENT 250lbs/CY WATER 300lbs/CY FLY ASH 2100lbs/CY SAND 6oz/CY DARAFILL



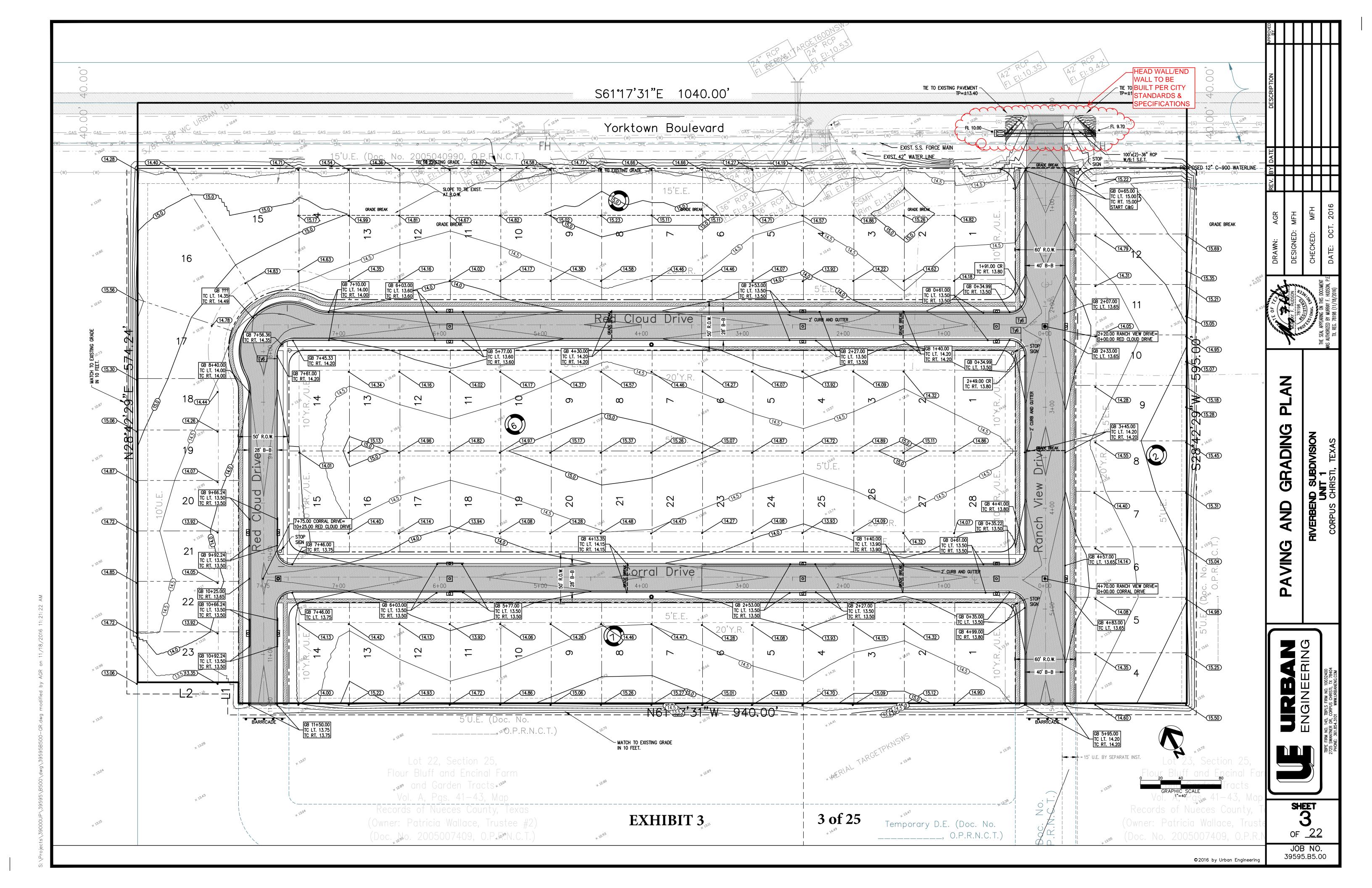
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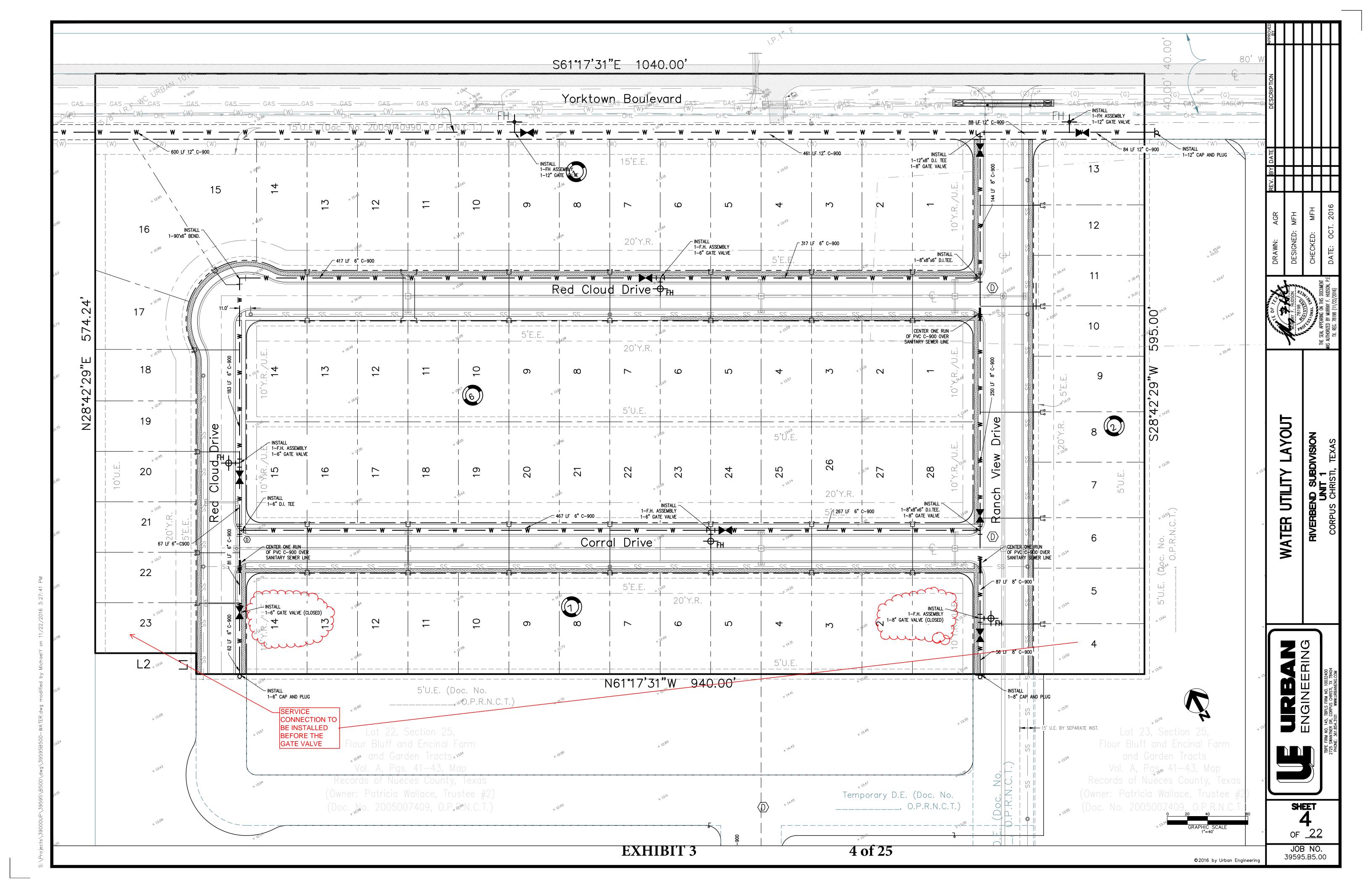
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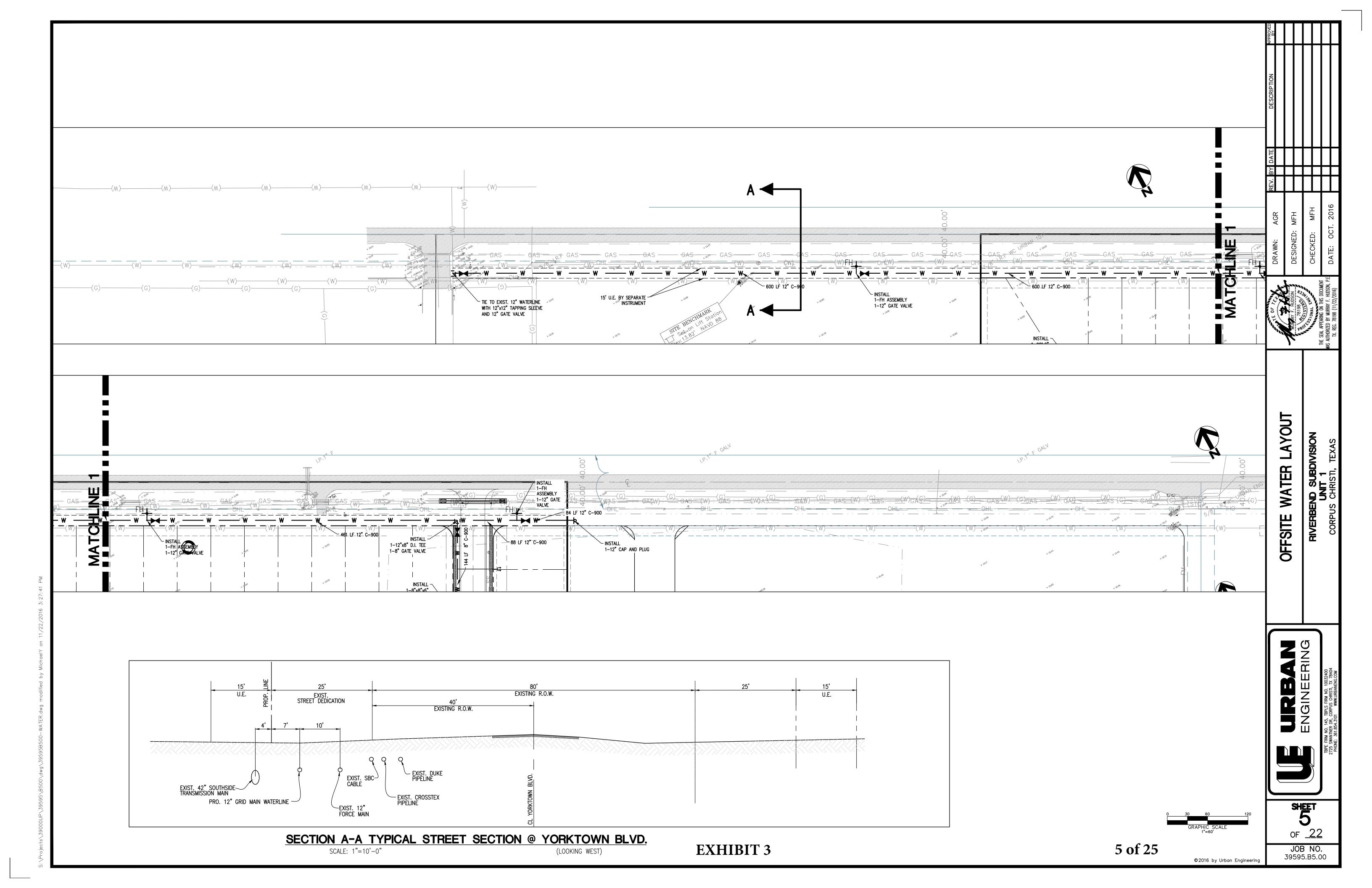
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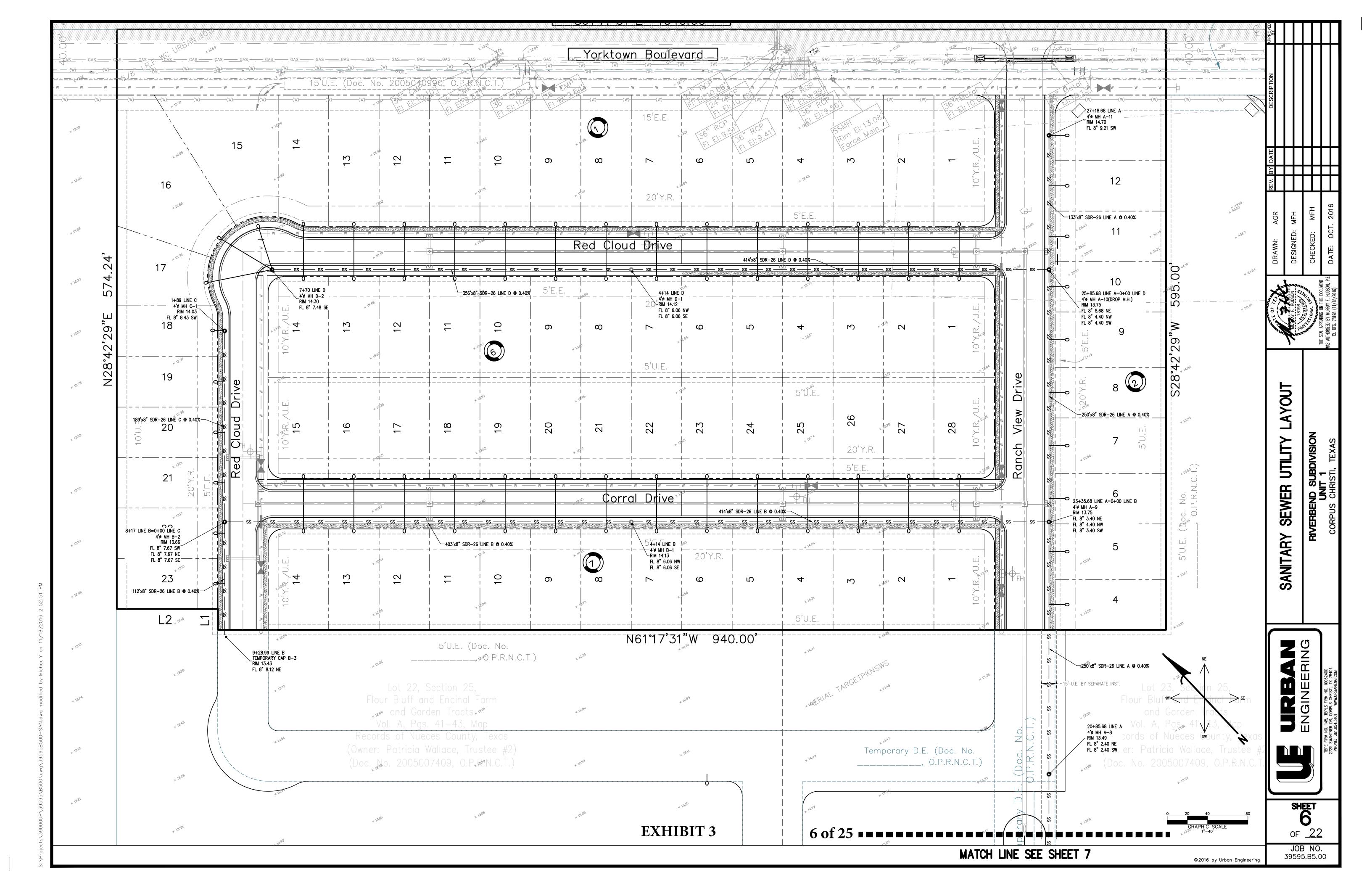
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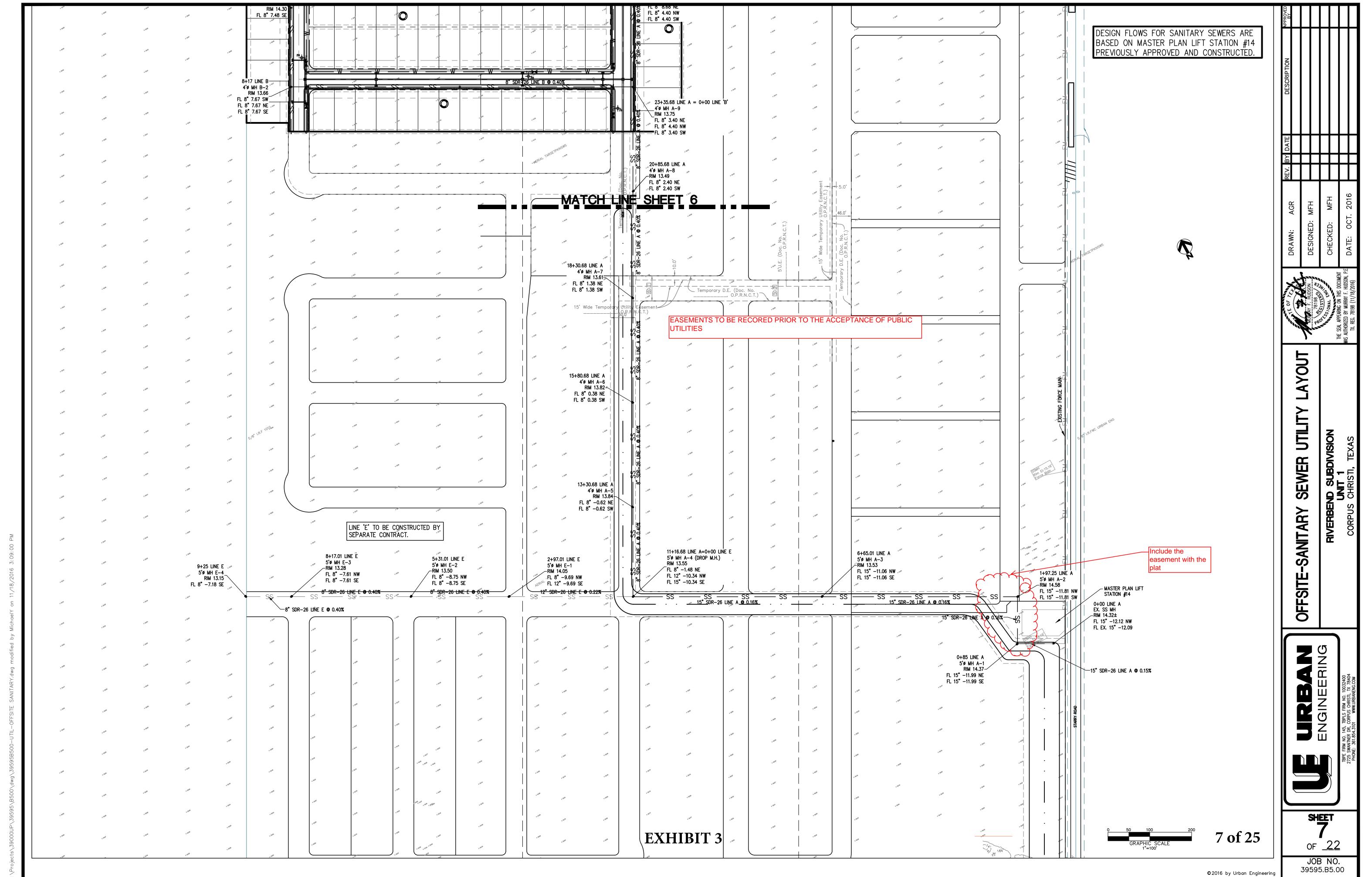
©2016 by Urban Engineering

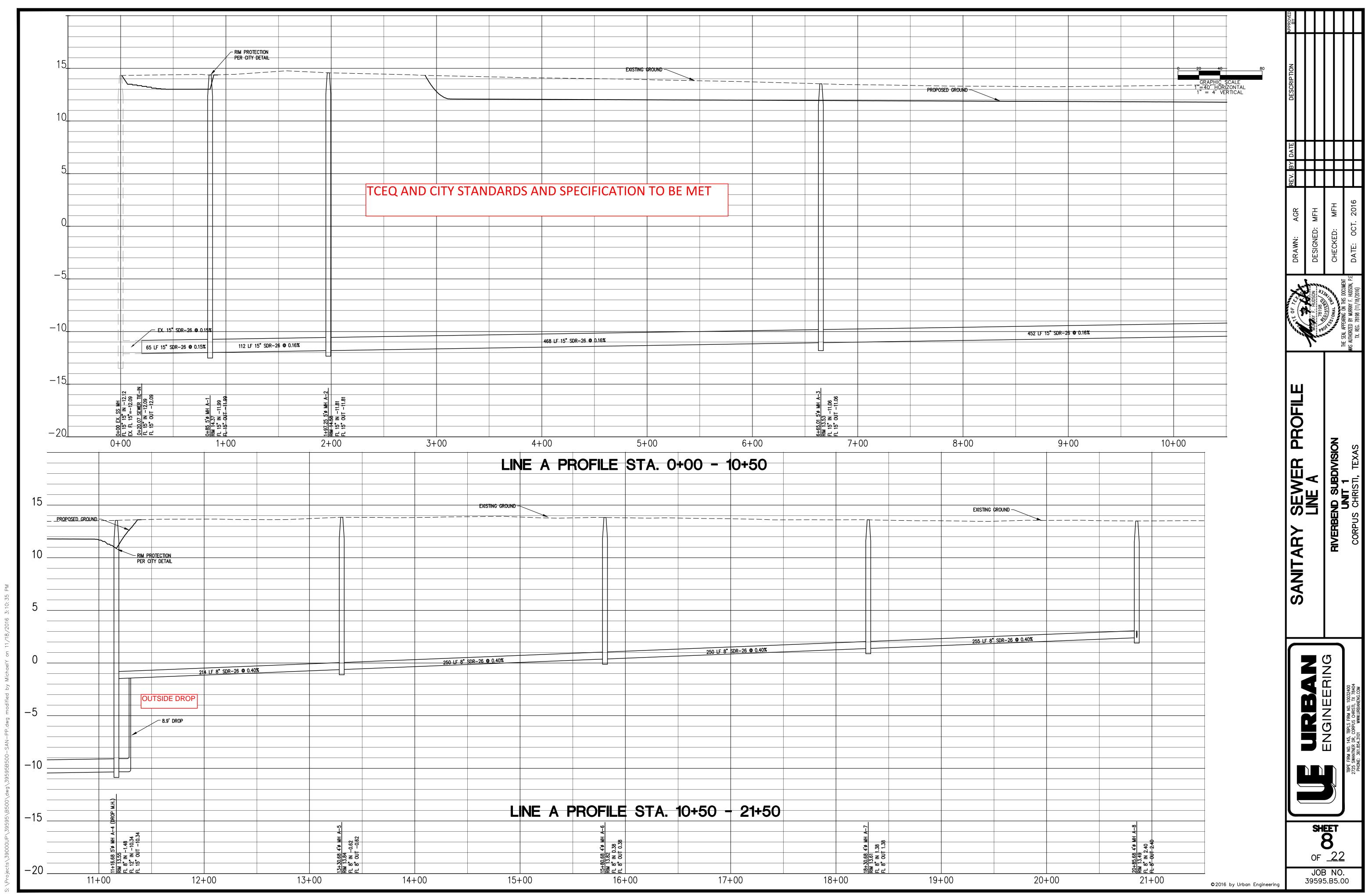


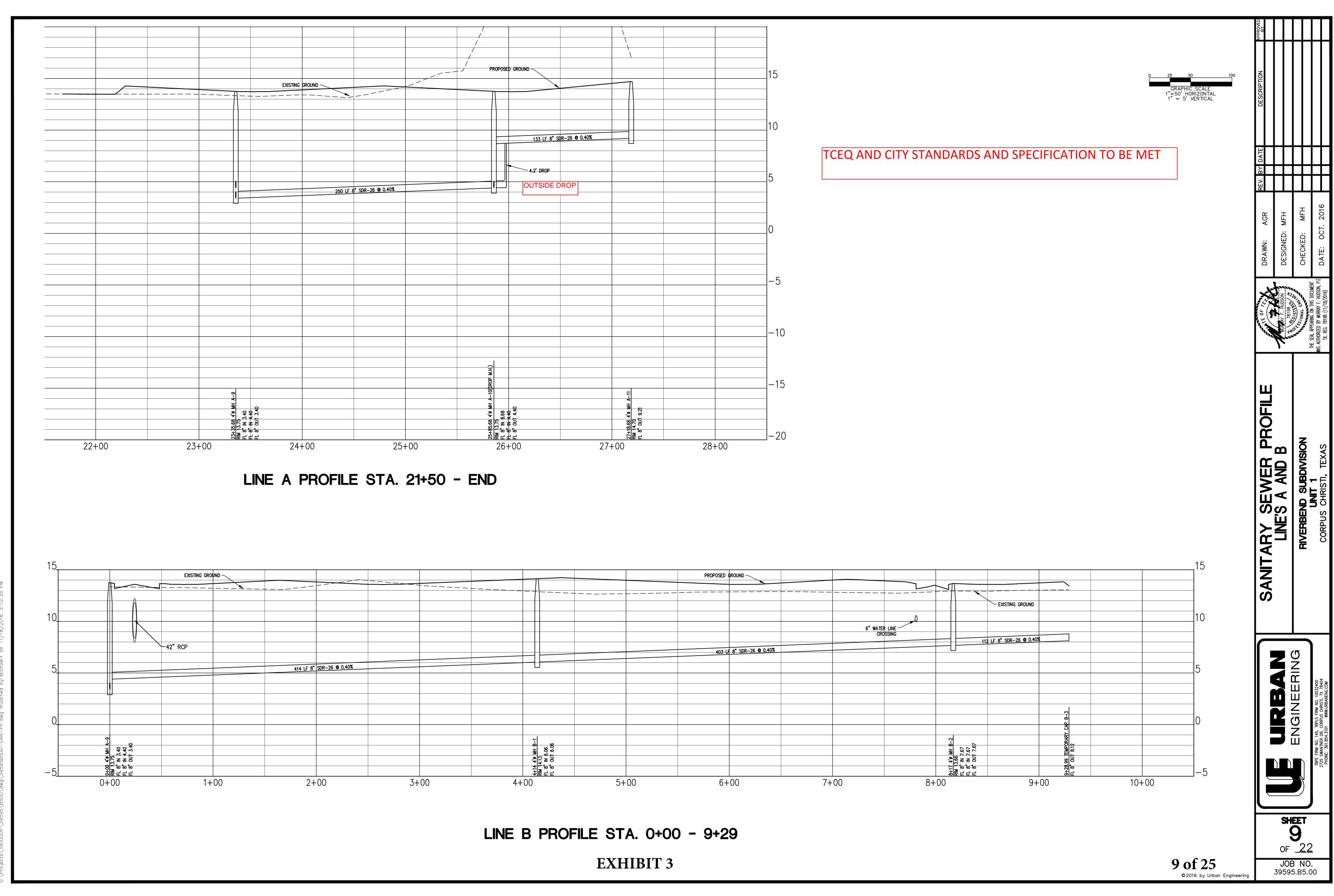




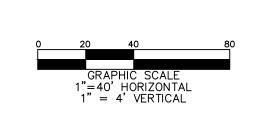


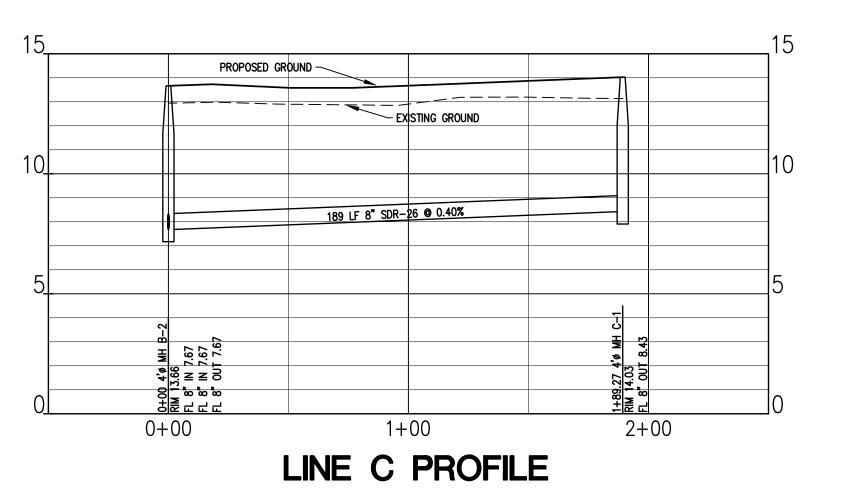




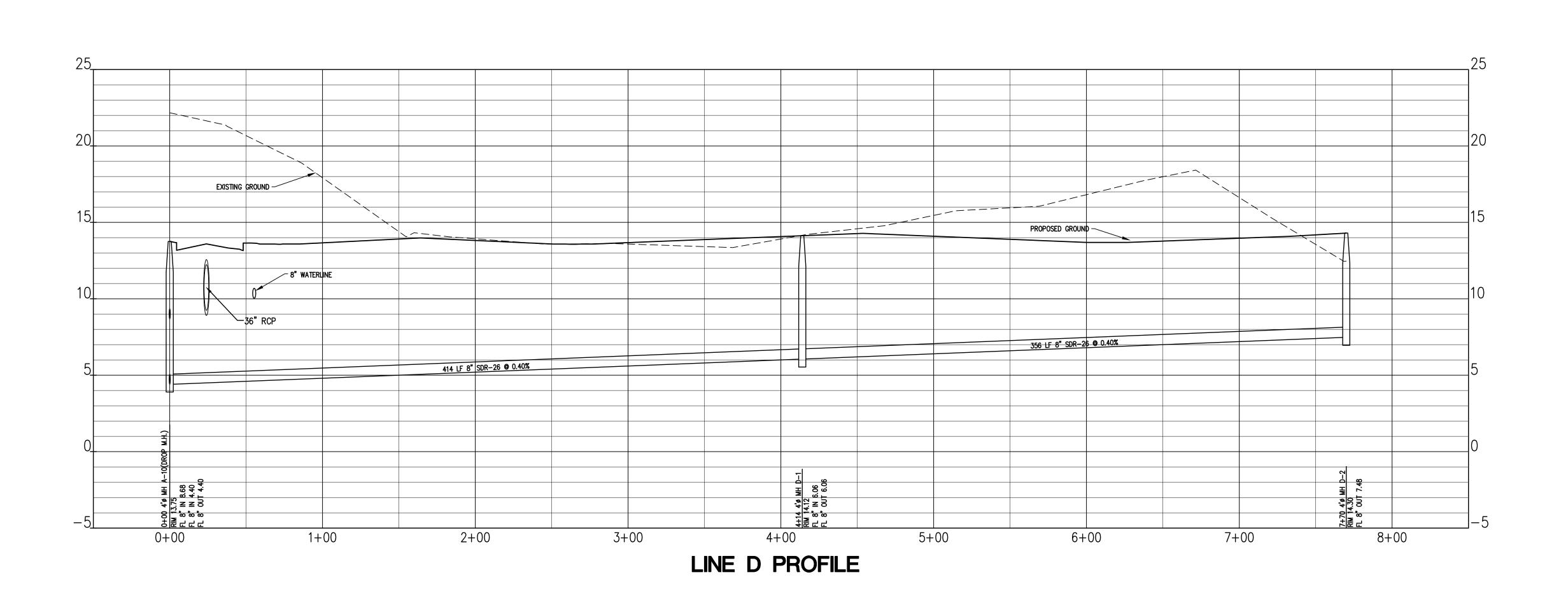


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TCEQ AND CITY STANDARDS AND SPECIFICATION TO BE MET

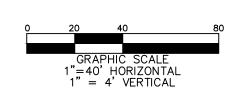




SANITARY SEWER PROFILE
LINE'S C AND D
RIVERBEND SUBDIVISION
UNIT 1
CORPUS CHRISTI, TEXAS

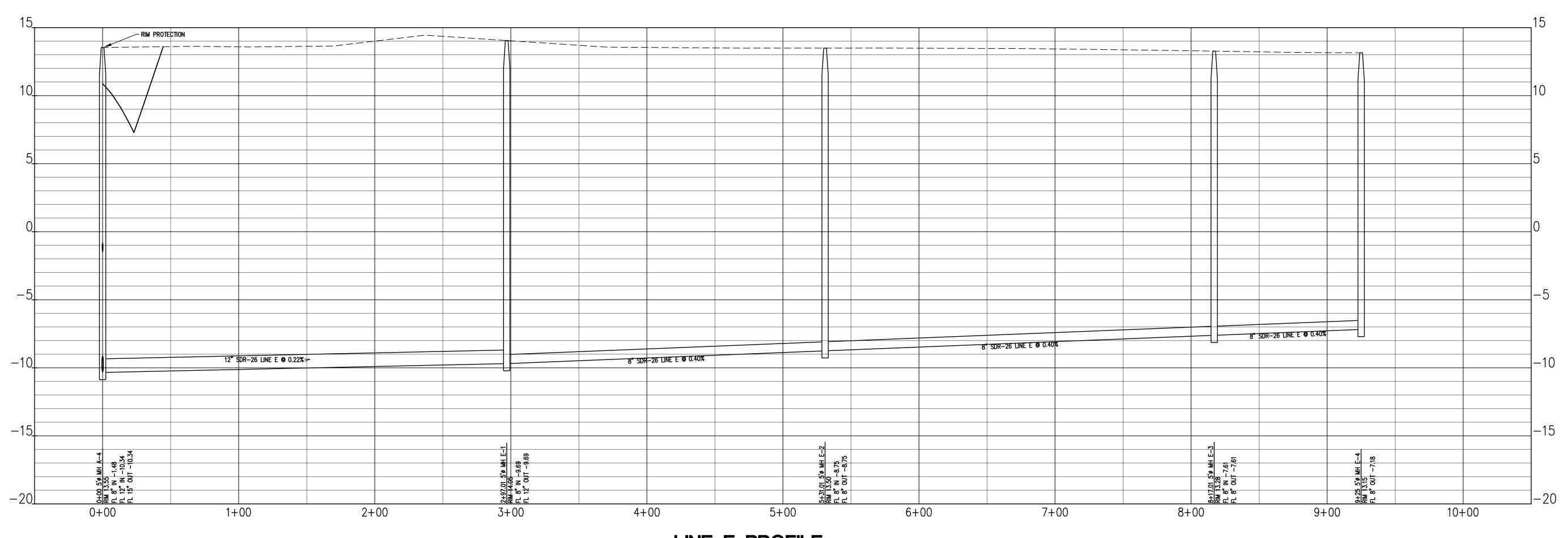
10 of 25

**JOB NO.** 39595.B5.00



LINE 'E' TO BE CONSTRUCTED BY SEPARATE CONTRACT.

# TCEQ AND CITY STANDARDS AND SPECIFICATION TO BE MET



LINE E PROFILE

THEF FIRM NO. 145, TBPLS FIRM NO. 10032400
2725 SWANTNER DR, CORPUS CHRISTI, TX 78404
PHONE: 361.854.3101 WWW.URBANENG.COM

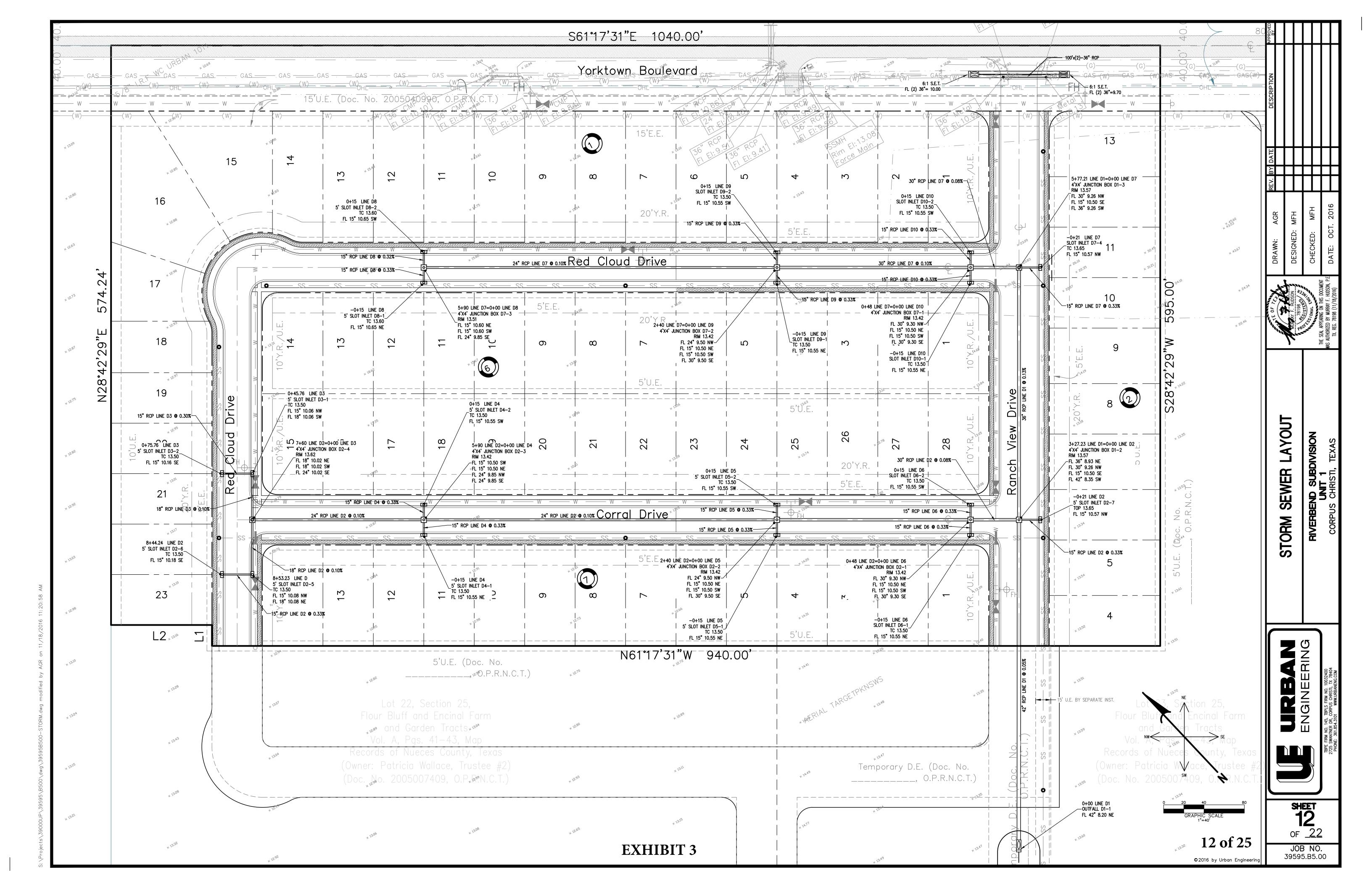
SEWER PROFILE LINE E

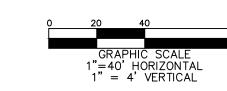
SANITARY

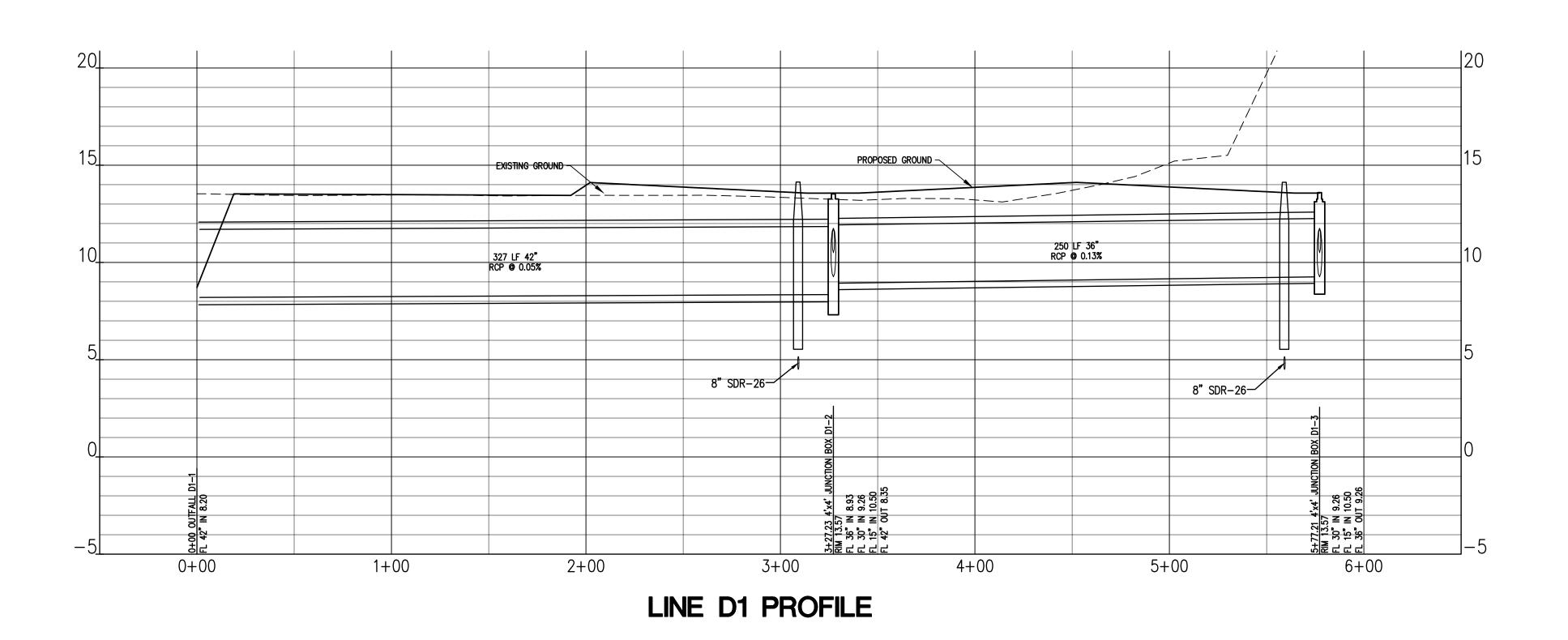
11of 25

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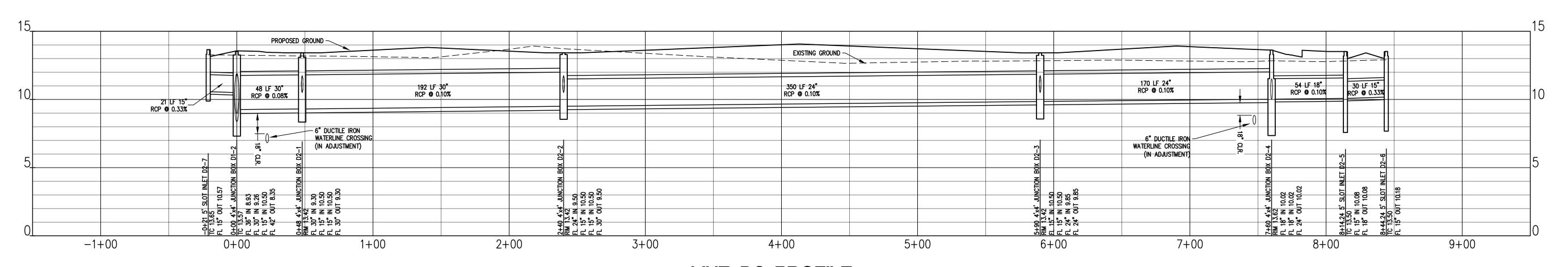
SHEET 11 0F 22 JOB NO. 39595.B5.00







# CITY STANDARDS AND SPECIFICATION TO BE MET



LINE D2 PROFILE

13 of 25

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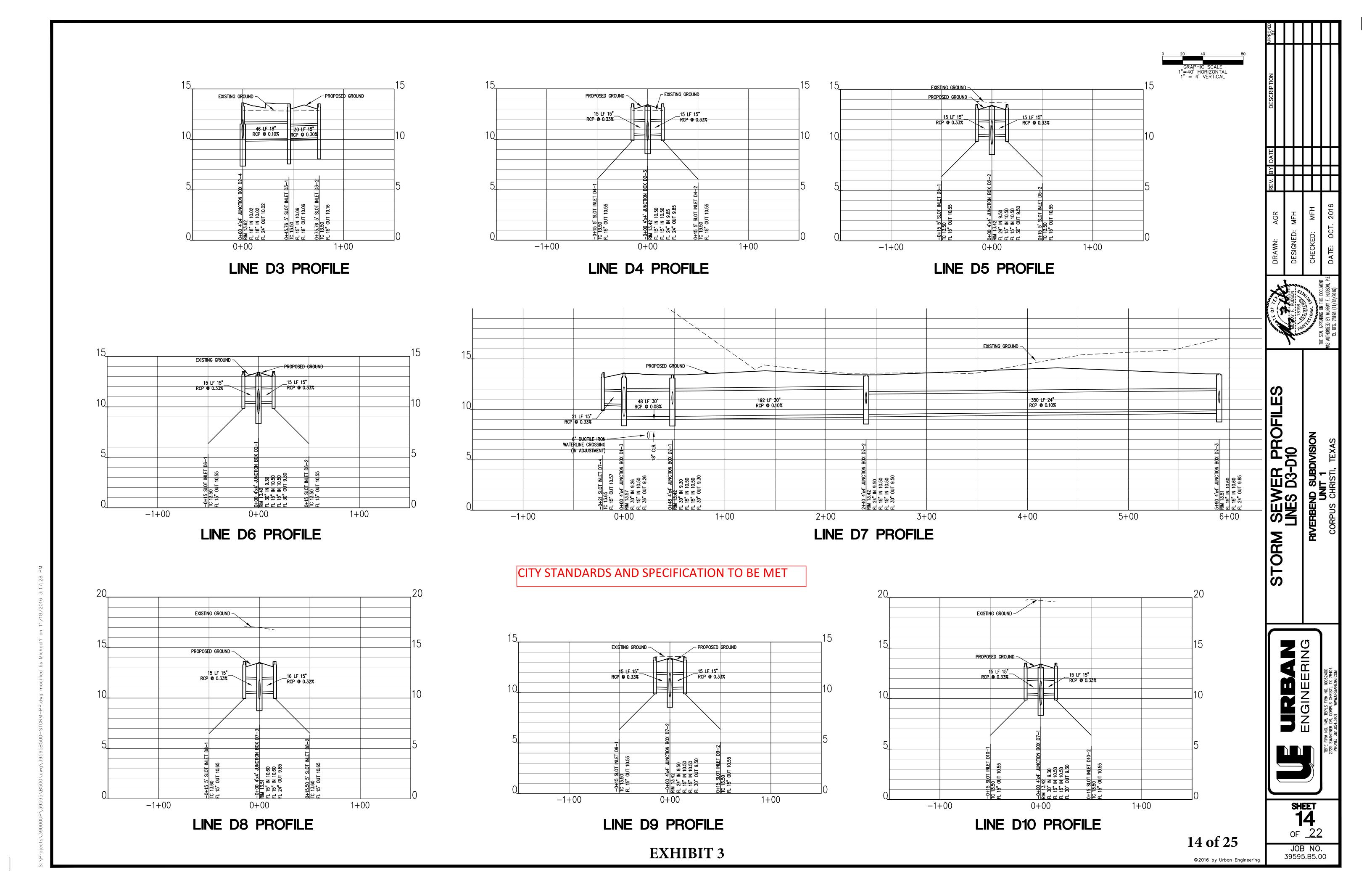
JOB NO. 39595.B5.00

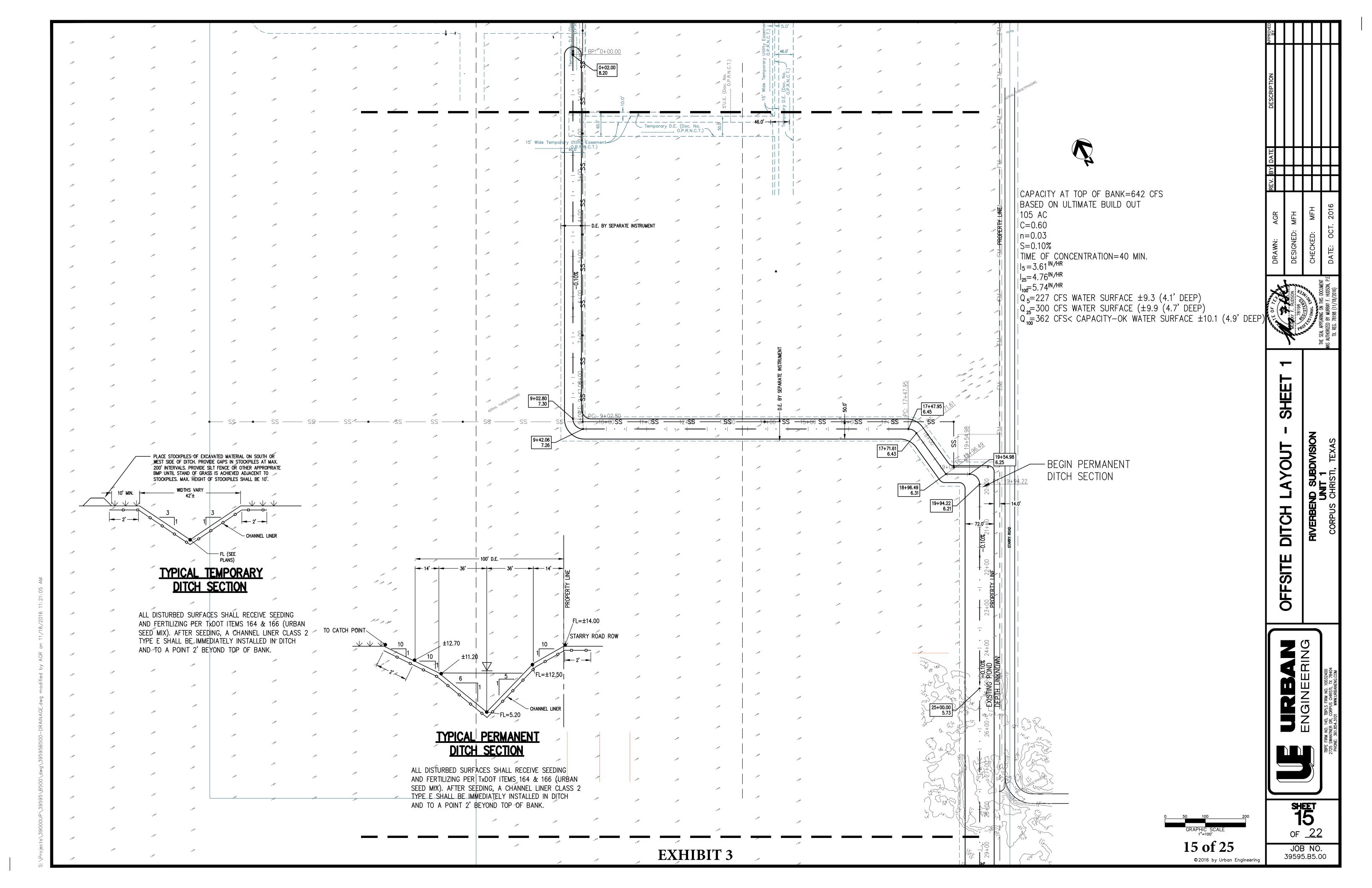
EXHIBIT 3

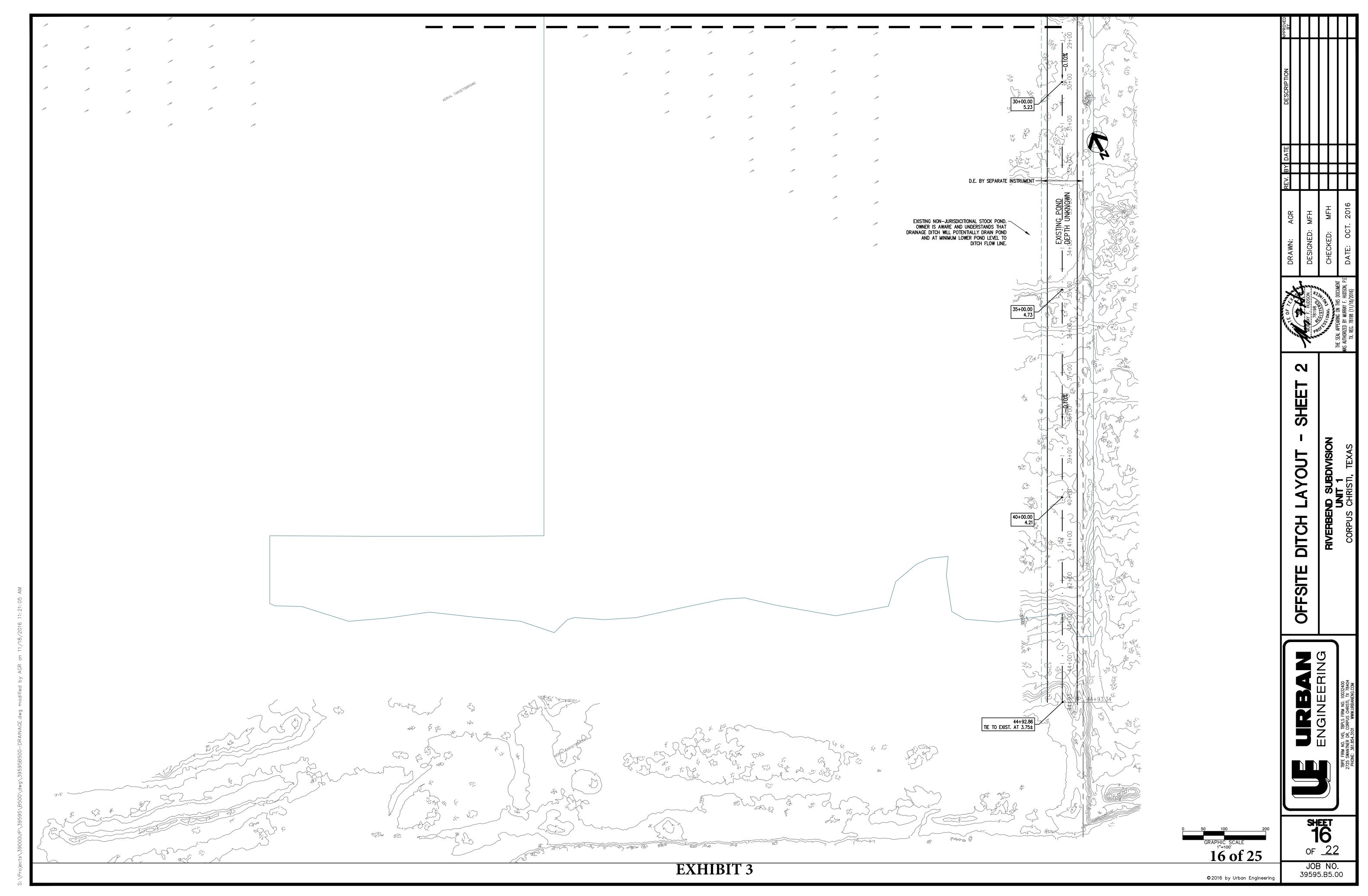
LREAN ENGINEERING

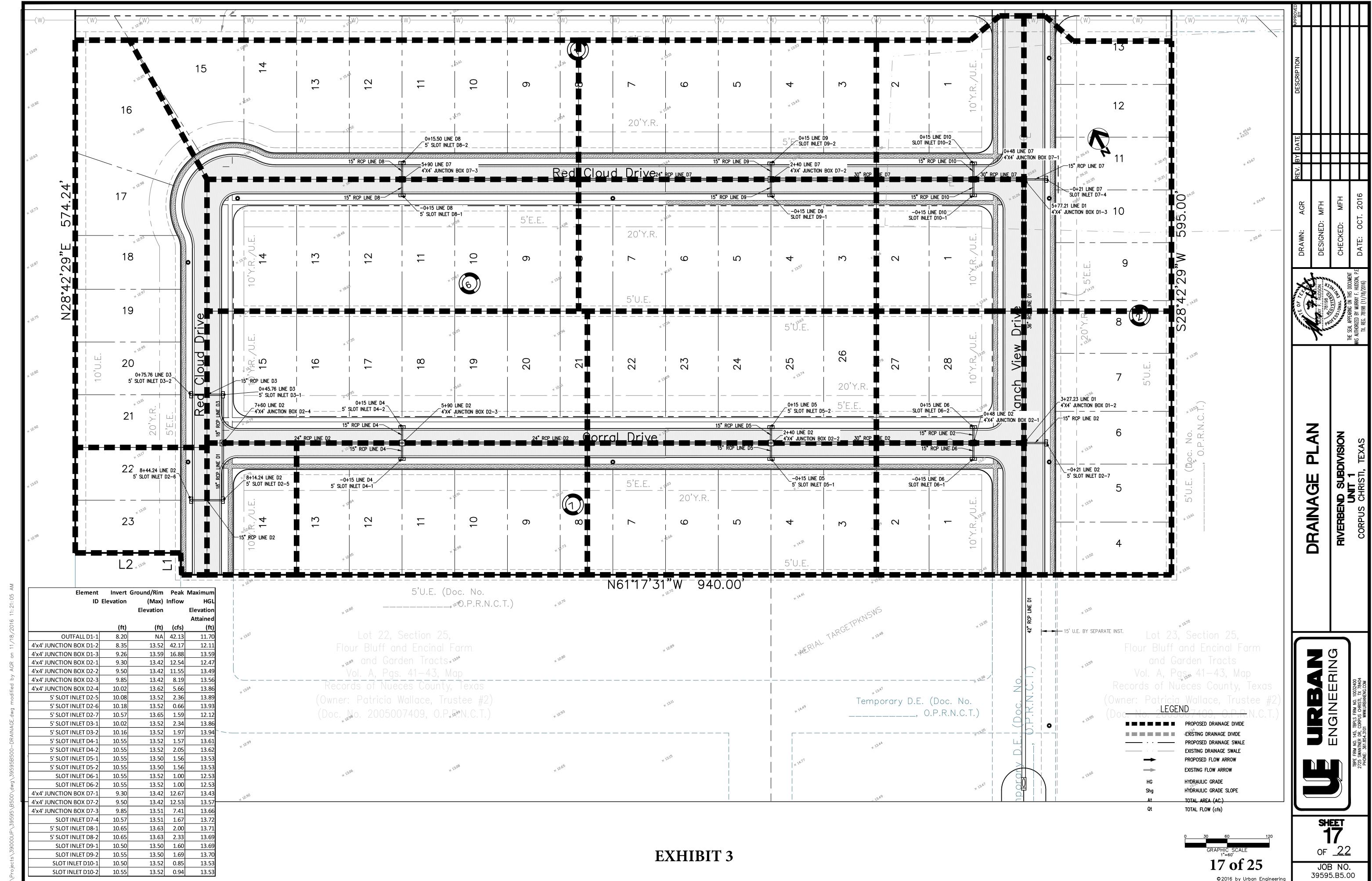
STORM SEWER PROFILES
LINE'S D1-D2
RIVERBEND SUBDIVISION
UNIT 1
CORPUS CHRISTI, TEXAS

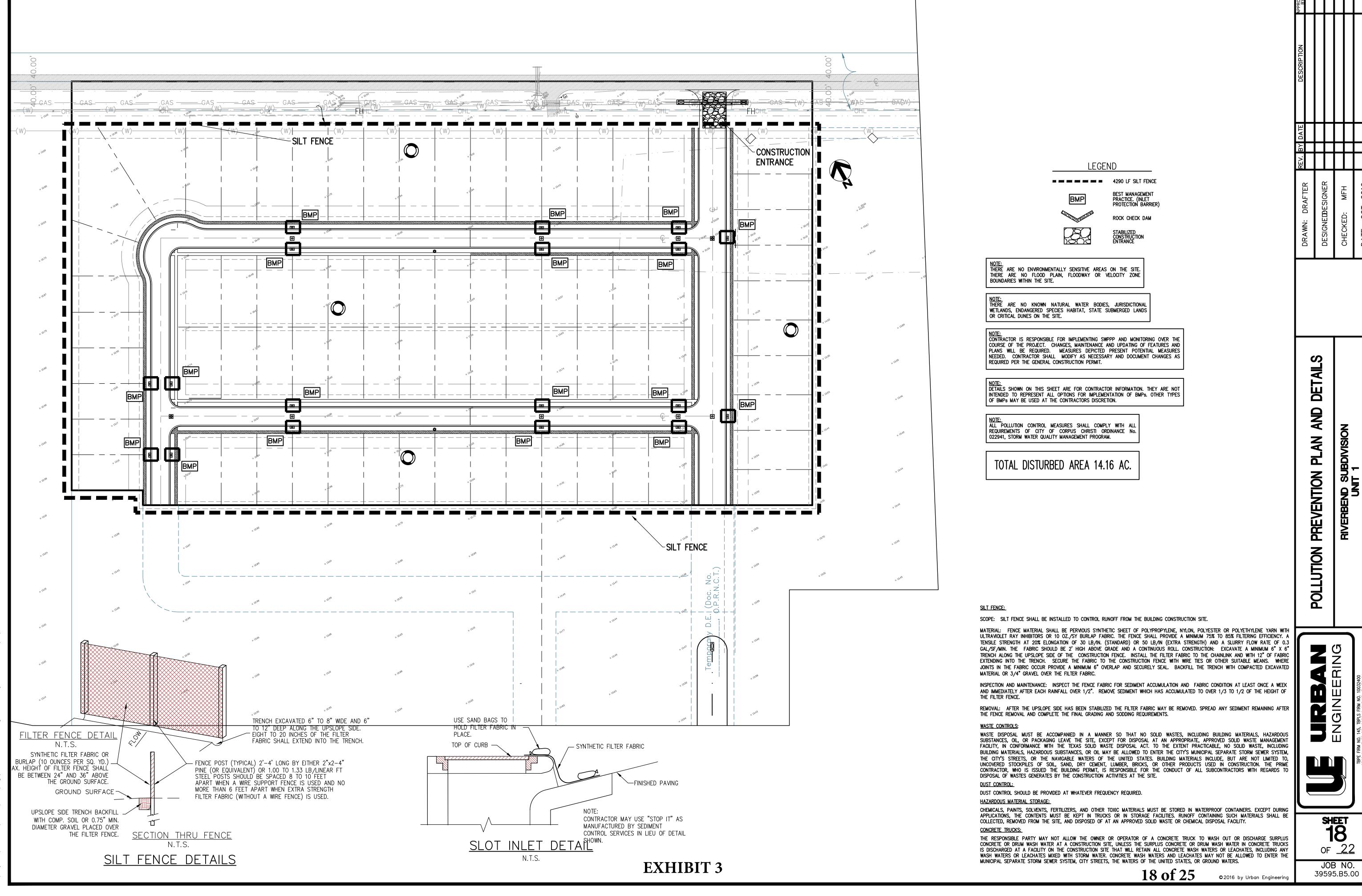
**SHEET 13**OF <u>22</u>

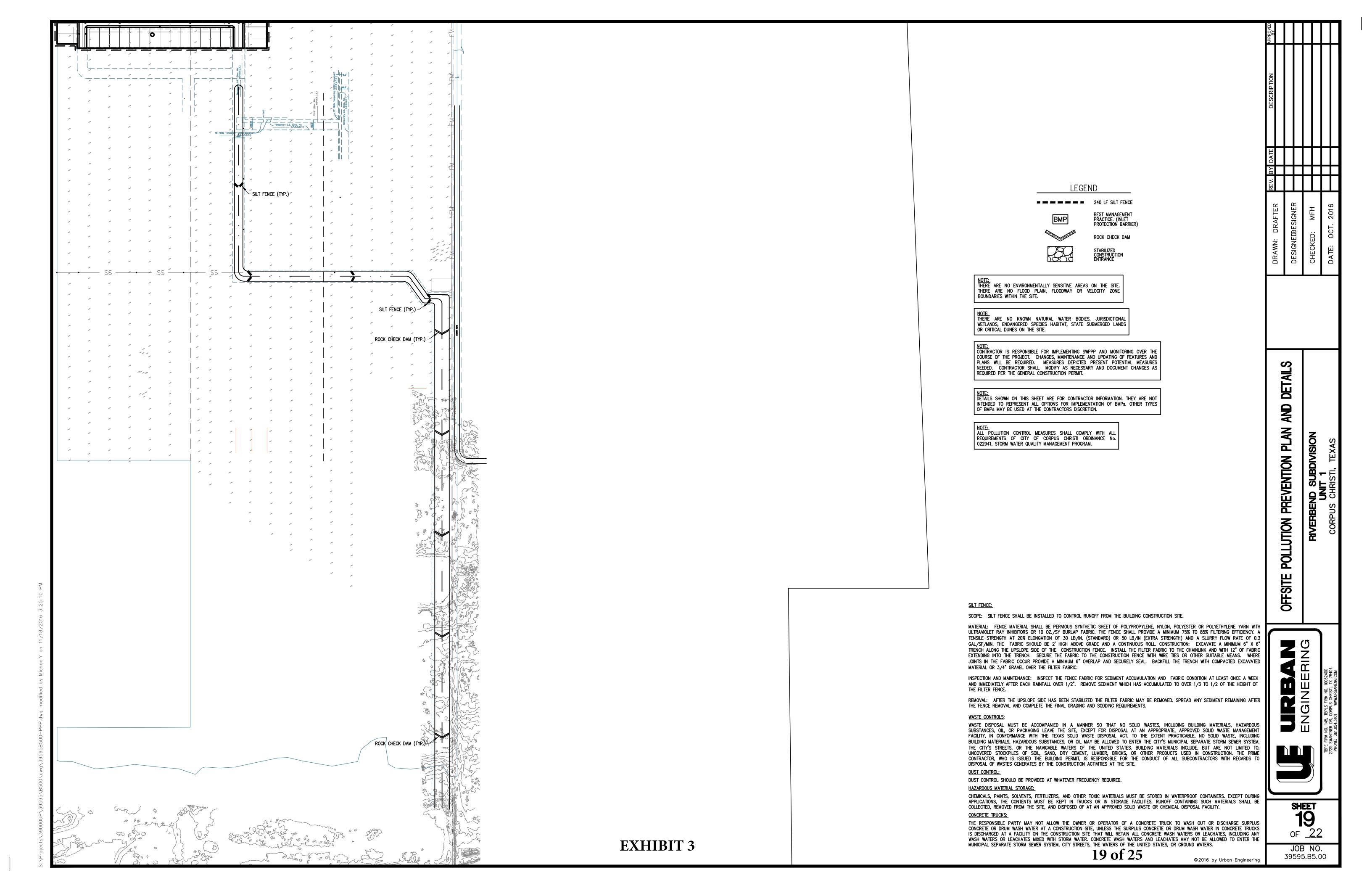




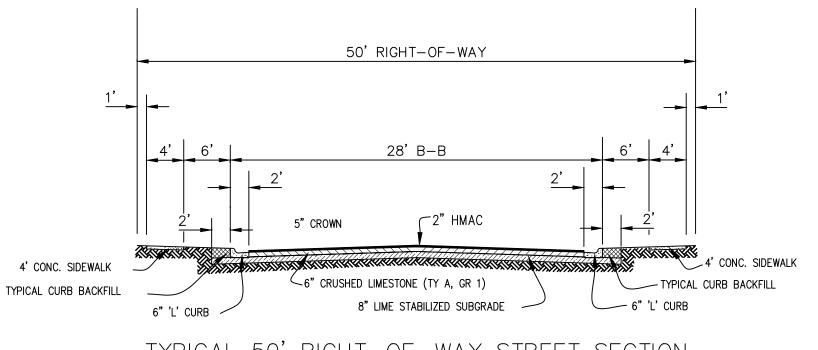








# CITY STANDARDS AND SPECIFICATION TO BE MET



TYPICAL 50' RIGHT-OF-WAY STREET SECTION N.T.S.

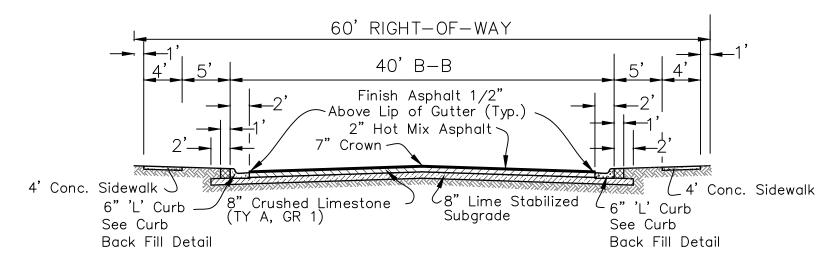
SPECIFICATIONS:

2" TYPE D HOT MIX ASPHALTIC CONCRETE 6" CRUSHED LIMESTONE (TY A, GR 1); COMPACTED TO 95% MODIFIED PROCTOR DENSITY MOISTURE
SHALL BE WITHIN ±3% OPTIMUM MOISTURE 8" COMP. LIMED SUBGRADE (5% BY DRY WT.); COMPACTED TO 95% STD. PROCTOR DENSITY

MOISTURE SHALL BE WITHIN ±3% OPTIMUM MOISTURE PRIME COAT MC-30 AT 0.15 GAL/SQ. YD.

FOR CLAY SOILS ONLY: STREET CROSS SECTION SHALL BE CONSTRUCTED OVER A 12 INCH SECTION OF COMPACTED RAW SUBGRADE TO 90% STANDARD PROCTOR, FROM WHICH THE 8 INCH LIMED SUBGRADE SHALL BE SCARIFIED AND CONSTRUCTED.

CONTRACTOR MAY USE GEOGRID (TENSAR TX 5)
IN LIEU OF LIME STABILIZED SUBGRADE. IF THIS
OPTION IS UTILIZED, SUBGRADE SHALL BE
12-INCH COMPACTED TO 95% STANDARD
PROCTOR DENSITY AT ±2% OPTIMUM MOISTURE.
GEOGRID SHALL EXTEND
2' BEYOND BACK OF CURB

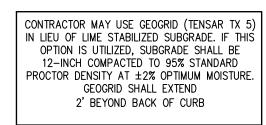


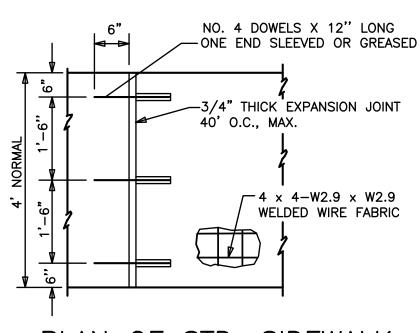
# TYPICAL 60' RIGHT-OF-WAY STREET SECTION Not-to-Scale SPECIFICATIONS:

SPECIFICATIONS:

2" TYPE D HOT MIX ASPHALTIC CONCRETE 8" CRUSHED LIMESTONE (TY A, GR 1); COMPACTED TO 95% MODIFIED PROCTOR DENSITY MOISTURE SHALL BE WITHIN ±3% OPTIMUM MOISTURE 8" COMP. LIMED SUBGRADE (5% BY DRY WT.); COMPACTED TO 95% STD. PROCTOR DENSITY MOISTURE SHALL BE WITHIN ±3% OPTIMUM MOISTURE PRIME COAT MC-30 AT 0.15 GAL/SQ. YD.

FOR CLAY SOILS ONLY: STREET CROSS SECTION SHALL BE CONSTRUCTED OVER A 12 INCH SECTION OF COMPACTED RAW SUBGRADE TO 90% STANDARD PROCTOR, FROM WHICH THE 8 INCH LIMED SUBGRADE SHALL BE SCARIFIED AND CONSTRUCTED.





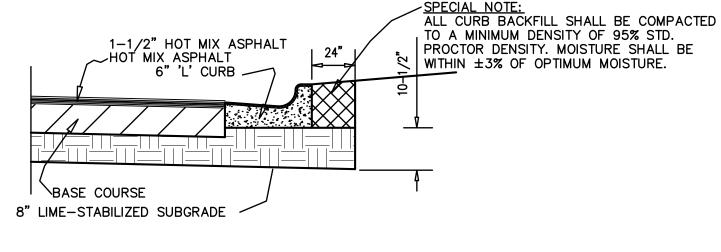
PLAN OF STD. SIDEWALK

# SIDEWALK NOTES:

- 1. STANDARD SIDEWALK GRADE NOT AT DRIVEWAY IS CURB. RAMP SIDEWALK GRADE 3 FOOT ( MINIMUM ) ON EACH SIDE OF DRIVEWAY TO MATCH DRIVEWAY GRADES. (DRIVEWAY RAMP NOT TO EXCEED 1"
- 2. ALL EXPANSION JOINTS TO BE 3/4" THICK WOOD FIBER ASPHALT—IMPREGNATED, FOR FULL DEPTH OF SIDEWALK, UNLESS OTHERWISE NOTED.
- 3. ALL CONCRETE CLASS "A", 3,000 psi.

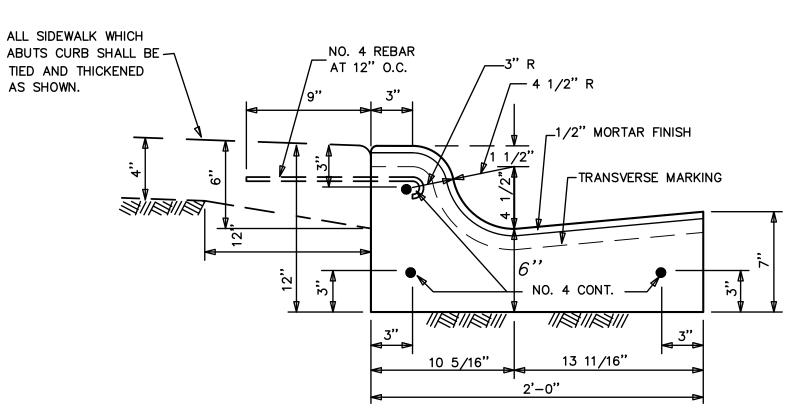
# STANDARD CURB & GUTTER AND HEADER CURB NOTES:

- 1. ALL CONCRETE CLASS "A" 3,000 P.S.I. ALL STEEL GRADE 60 fy= 60,000 P.S.I., MIN.
- 2. TRANSVERSE GROOVES 1/8" WIDE BY 1/2" DEEP SHALL BE MADE IN ALL CURB & GUTTER AND HEADER CURB AT 10' O.C. (MAXIMUM).
- 3. 3/4" THICK EXPANSION JOINTS SHALL BE PROVIDED AT 40'-0" CENTERS (MAXIMUM). REINFORCEMENT SHALL CONSIST OF THE NO. 4 DOWELS X 12" LONG SPACED AT 18" O.C. (MAX.) . THE NO. 4 DOWEL SHALL BE EXTENDED ACROSS THE JOINT 6 INCHES AND THIS END SHALL BE SLEEVED OR GREASED. EPOXY SET DOWEL WHEN CONNECTING TO EXIST. CONCRETE.
- 4. WHERE NEW CURB & GUTTER OR HEADER CURB JOINS EXISTING CURB & GUTTER, TRANSITION THE LAST 10' OF THE NEW TO MATCH THE OLD IN SHAPE.
  5. FOR HEADER CURB NO. 4 DOWEL, MACHINE DRILL A 4" DIA. HOLE AT 4 FEET O.C. (MAX.) AFTER ASPHALT IS LAID AND COMPACTED. DOWELS SHALL NOT BE DRIVEN DIRECTLY INTO ASPHALT AS A METHOD FOR SECURING HEADER CURB TO
- 6. BASE AND SUB-BASE THICKNESS UNDER CONCRETE CURBS TO BE AS SPECIFIED IN PROJECT SPECIFICATIONS, AS PER LOADING DESIGN CONDITIONS.



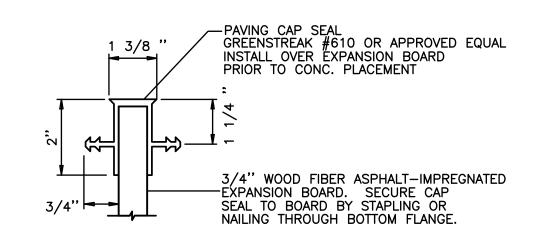
CURB BACKFILL DETAIL

N.T.S.

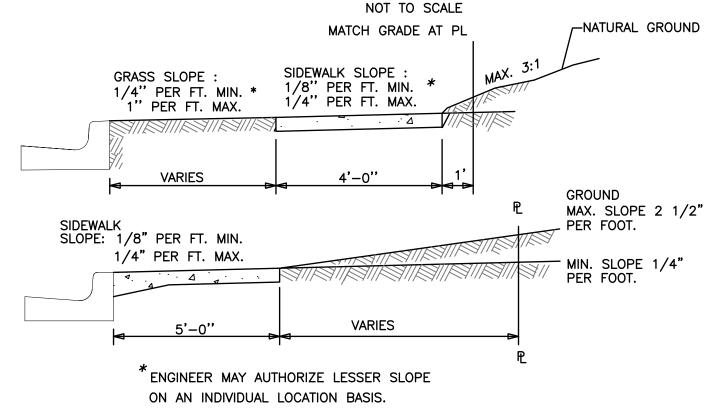


TYP. 6" CURB & GUTTER DETAIL

N.T.S.



CAP SEAL DETAIL
NEW CONC. TO NEW CONC.



SURFACE & SIDEWALK SLOPE BEHIND CURB

DETAILS

SUBDIVISION

SUBDIVISION

IT 1

MAS AUTHORIZED BY MURRAY F. HUDSON, P.E.

PRESENT TEXAS

CHECKED: MFH

CHECKED: MFH

NAS AUTHORIZED BY MURRAY F. HUDSON, P.E.

DATE: OCT. 2016

ENGINEERING

TBPE FIRM NO. 145, TBPLS FIRM NO. 10032400

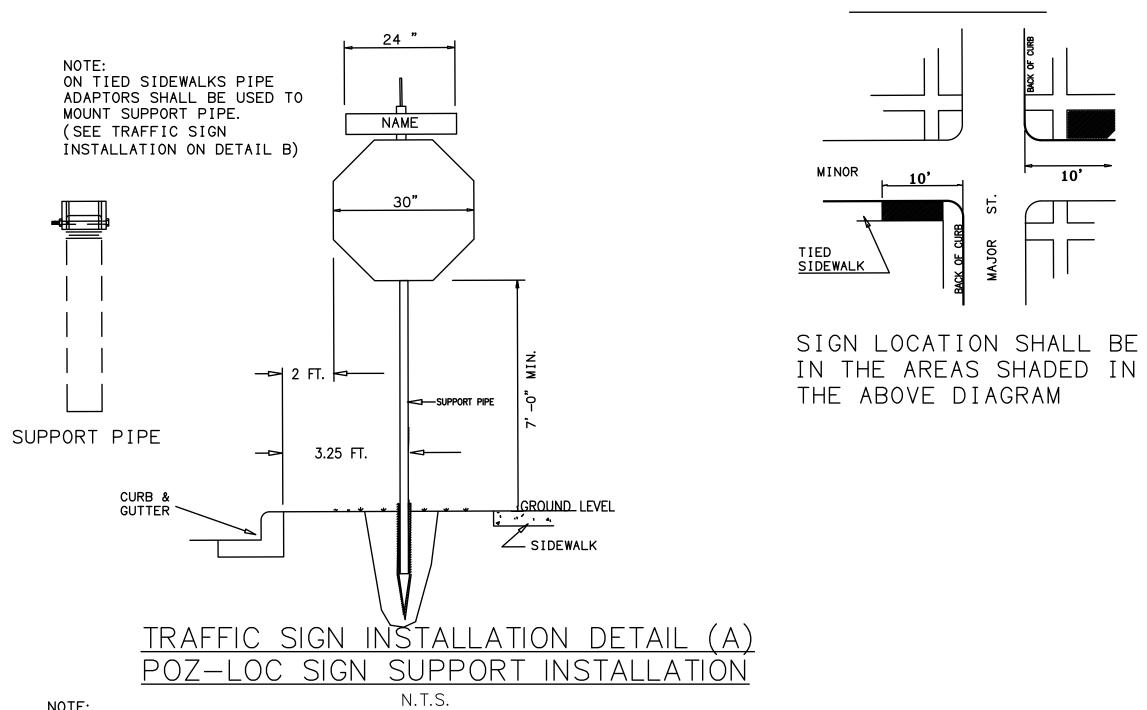
RIVERBEI

PAVII

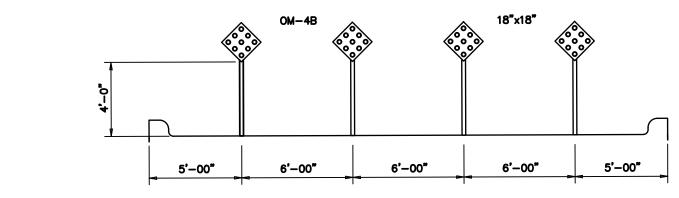
SHEET 20 OF 22 JOB NO.

39595.B5.00

20 of 25



STREET NAME SIGN BLADES SHALL BE 24" MINIMUM FOR RESIDENTIAL INTERSECTIONS AND 36" MINIMUM FOR COLLECTOR/ARTERIAL INTERSECTIONS. ALL STREET NAME BLADES SHALL BE 9" TALL EXTRUDED ALUMINUM BLADES WITH GREEN HIGH INTENSITY PRISMATIC (HIP) SHEETING. LETTERING SHALL ADHERE TO REQUIREMENTS OF MOST CURRENT TMUTCD.



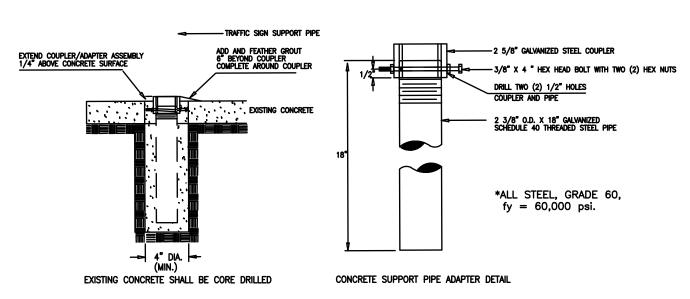
SIGN LOCATION

END OF ROAD OBJECT MARKER (OM-4B) INSTALLATION DETAIL RESIDENTIAL STREET APPLICATION

NOTE: TYPE OM-4B OBJECT MARKERS SHALL BE INSTALLED AT SAME LOCATION AS AN END OF ROAD BARRICADE.

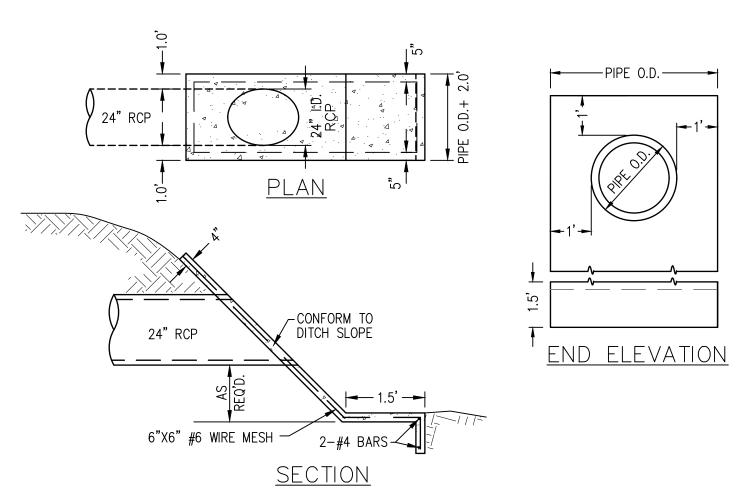
TALLATION DETAIL
TREET APPLICATION

OUT OF THE PROPERTY OF THE



TRAFFIC SIGN INSTALLATION DETAIL (B)

CONCRETE ADAPTER BASE SIGN SUPPORT PIPE INSTALLATION ASSEMBLY



TYPICAL OUTFALL STRUCTURE
N.T.S.

CITY STANDARDS AND SPECIFICATION TO BE MET

DESCRIPTION
DESIGNED ESIGNER

IS DOCUMENT
F. HUDSON, P.E

DATE: OCT. 2016

DATE: OCT. 2016

DATE: OCT. 2016



DRIVEWAY DETAIL

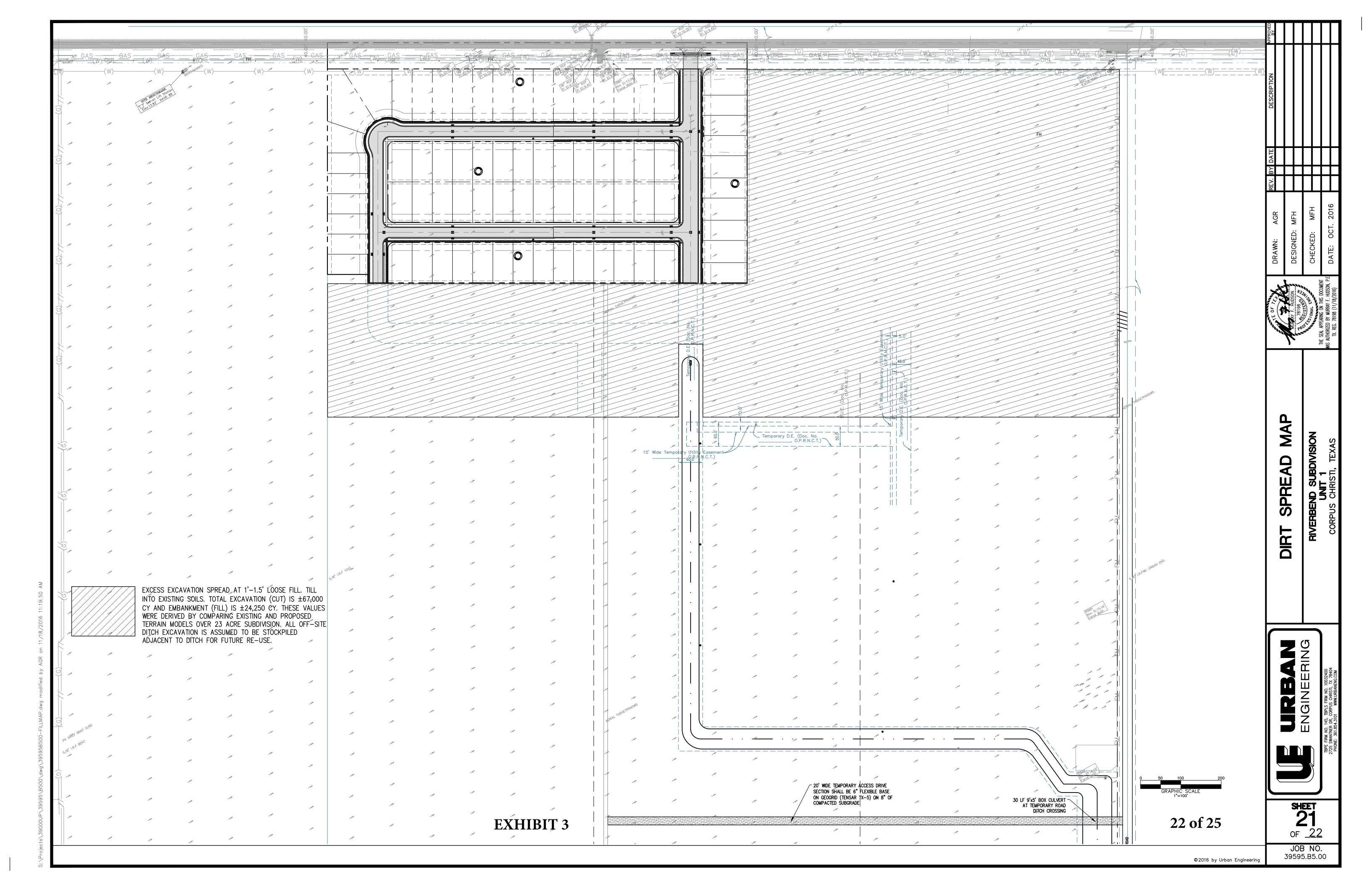
RIVERBEND SUBDIVISION
UNIT 1
CORPUS CHRISTI, TEXAS

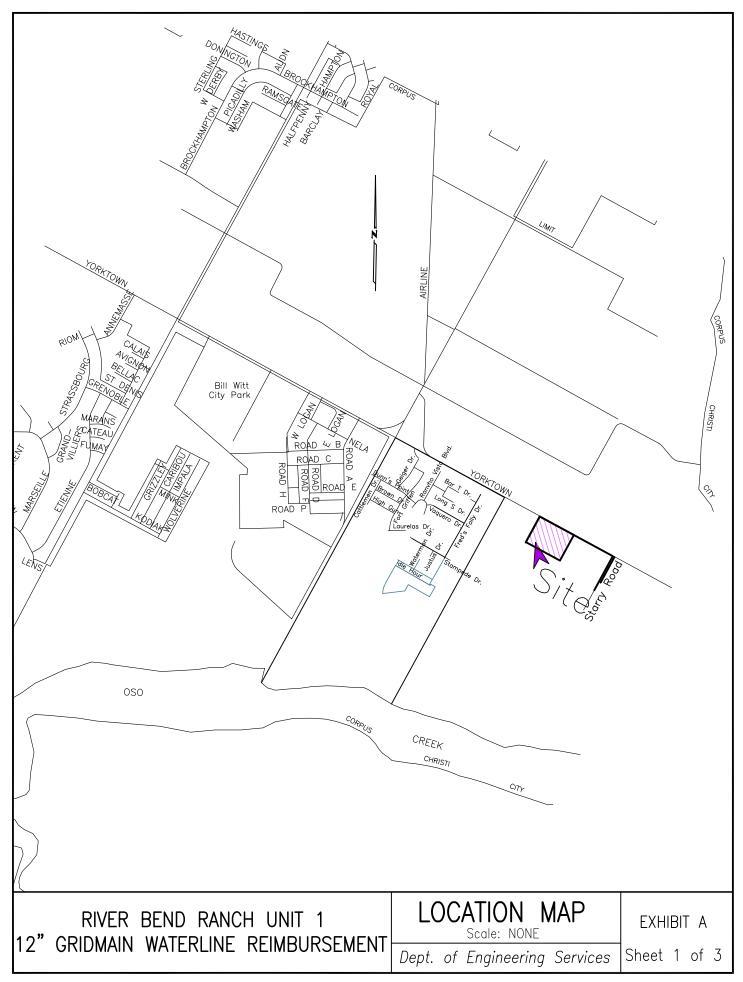
SIGN AND DRIVE

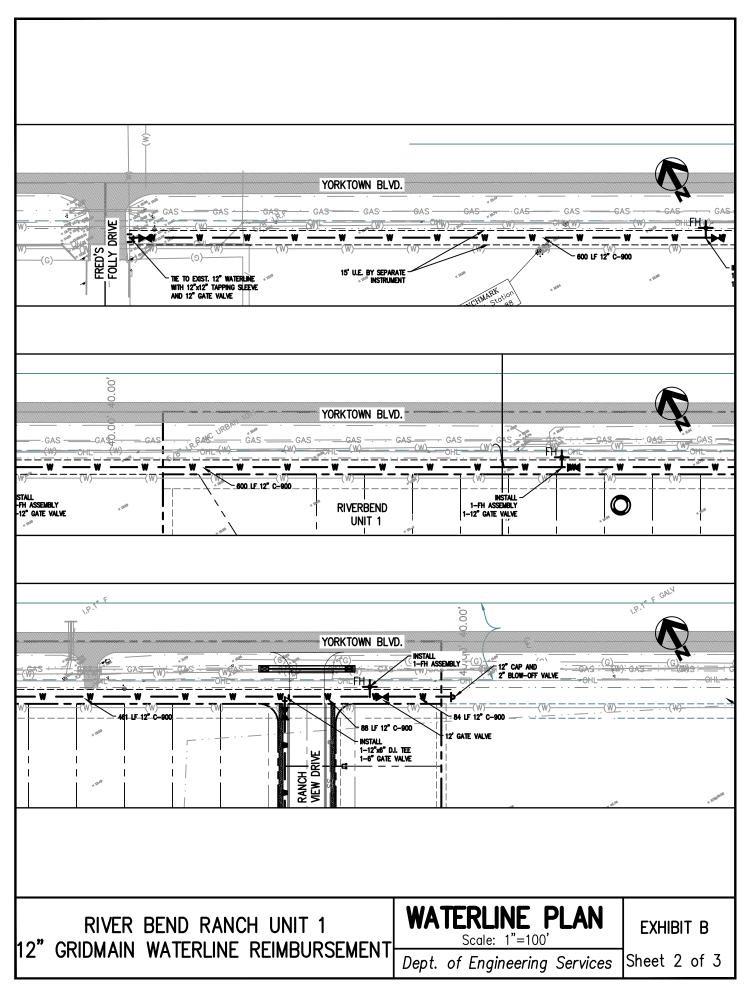
**URBAN** ENGINEERING

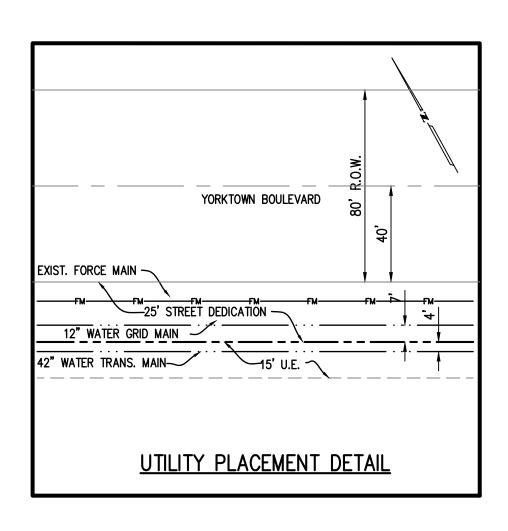
TBPE FIRM NO. 145, T

SHEET 21 OF \_22









RIVER BEND RANCH UNIT 1 12" GRIDMAIN WATERLINE REIMBURSEMENT

UTILITY PLACEMENT DETAIL
Scale: 1"=40"

Dept. of Engineering Services

EXHIBIT C

Sheet 3 of 3

# Opinion of Probable Cost for RIVERBEND UNIT ONE GRID MAIN WATERLINE REIMBURSEMENT

Nov. 16, 2016 Job No. 39595.B5.00

ITEM	DESCRIPTION	QUAN.	QUAN. +	UNIT	UNIT	TOTAL
			5%		PRICE	COST
A. OF	F-SITE WATER IMPROVEMENTS:					
1	12"x6" Ductile Iron Tee	1	1	EA	\$700.00	\$700.00
2	12" PVC C-900	1,835	1,927	LF	\$48.50	\$93,459.50
3	12" Gate Valve and Box	4	4	EA	\$2,945.00	\$11,780.00
4	Fire Hydrant Assembly Complete In-place	3	3	EA	\$3,248.00	\$9,744.00
5	12" Cap W/2" Blow-Off Valve	1	1	EA	\$645.00	\$645.00
6	Tie to Existing Waterline	1	1	EA	\$1,445.00	\$1,445.00
			OFF-SITE WATER SUB-TOTAL		SUB-TOTAL:	\$117,773.50
	ENG	NEERING, TESTING AND STAKING @ 11.50%:			\$13,543.95	
		GRAND TOTAL:			\$131,317.45	



# **INSURANCE REQUIREMENTS**

# I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Director of Development Services one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE			
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate			
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence			
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit			
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.			
Employer's Liability	\$500,000/\$500,000/\$500,000			
PROPERTY INSURANCE	Contractor is responsible for insuring all owned, leased and rented personal property.			

C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

# II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met. An All States Endorsement shall be required if Contractor is not domiciled in the State of 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 a copy of the replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Contractor or as requested by the City. Contractor shall pay any costs incurred resulting from said changes. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi Attn: Risk Manager P.O. Box 9277 Corpus Christi, TX 78469-9277

- 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, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that 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, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. 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 contract.
- 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 under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2015 Insurance Requirements
Development Services
UPA –Private Water Line
2/13/2015 ds Risk Management



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: Oso Bend Development Company, a Texas Corporation STREET: 101 N. Shoreline Blvd, Suite 600 CITY: Corpus Christi, Texas ZIP: 78401 ☐ Other Sole Owner Association FIRM is: X Corporation Partnership **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 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". Board, Commission, or Committee Name 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: John W. Wallace Title: Vice-President (Print) 4-17-1 Signature of Certifying Person:

### **DEFINITIONS**

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



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

# **DISCLOSURE OF INTERESTS**

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NAME:	Patricia H. Wall	lace, Trustee #2					
STREET	101 N. Shore	eline Blvd, Suite 600	CITY:	Corpus Christi, T	Texas	ZIP:	78401
FIRM is:	Corporation	n 🔲 Partnership	X Sole Owner	Association	Other_		
			DISCLOSURE QU	ESTIONS			
If addition	nal space is nec	cessary, please use t	he reverse side of	this page or attac	h separate	sheet.	
	tituting 3% or	of each "employee more of the owners			_		
N/A							
		T					
	tituting 3% or	of each "official" more of the owners			having an	"ownersh	ip interest"
N/A							
	tituting 3% or	f each "board mem more of the owners			-		ip interest"
on ar	ny matter relat of the owners	each employee or sed to the subject o ship in the above na	f this contract ar				
19/74				-			
		<del>-</del>					<del> </del>
			CERTIFICA	TE			
withheld i	disclosure of a	nation provided is true ny information reque ii, Texas as changes	ested; and that su	f the date of this s pplemental statem	tatement, the nents will be	hat I have n e promptly	ot knowingly submitted to
Certifying	Person: Patri		· ·	Ti	tle: <u>Trustee</u>	#2	
Signature	(Print of Certifying P	# .COV	tedocla	D:	ate:		

K "DEVELOPMENTS VOS ISHAREDNI AND DEVELOPMENT OR MENTOR DINANCE ADMINISTRATION APPRICATION FOR ASSEDBASE AS DER LEGAL 12019 DISCLOSLIBE OF INTERESTS

### **DEFINITIONS**

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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.
- d. "Official". The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads and Municipal Court Judges of the City of Corpus Christi, Texas.
- e. "Ownership Interest". Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holding or control established through voting trusts, proxies or special terms of venture or partnership agreements.
- f. "Consultant". Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.



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

# **DISCLOSURE OF INTERESTS**

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". NAME: Urban Engineering CITY: Corpus Christi, Texas ZIP: 78404 STREET: 2725 Swantner FIRM is: Corporation X 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". Job Title and City Department (if known) Name 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 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". Board, Commission, or Committee Name 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". Consultant Name 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: Xavier Galvan Title: Project Manager (Print) 4-17-1 Signature of Certifying Person: KADEVELOPMENTSVCSISHAREDILAND DEVELOP (IENT/ORDINANCE) ADMINISTRATION/APPLICATION FORMS/FORMS AS PER LEGAL/2012/DISCLOSURE OF INTERESTS Page 1 of 2

Exhibit 6

## **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.

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's ficense number.

# Warranty Deed

Date: February 1, 2005

Grantor: JOHN WALLACE, TRUSTEE

Grantor's Mailing Address: [include county]

101 N. Shoreline, Suite 600 Corpus Christi, Nueces County Texas 78401

Grantee: PATRICIA H. WALLACE, TRUSTEE #2

Grantee's Mailing Address: [include county]

101 N. Shoreline, Suite 600 Corpus Christi, Nueces County Texas 78401

Consideration: Ten and no/100 Dollars and other valuable consideration

## Property (including any improvements):

Fieldnotes for a 60.073 acre tract of land, being all of Lots 22, 23 and 24, Section 25, Flour Bluff and Encinal Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41 thru 43, Map Records of Nueces County, Texas; said 60.073 acre tract being more fully described by metes and bounds attached hereto as Exhibit "A" and incorporated herein, to which reference is here made for all purposes.

# Reservations from and Exceptions to Conveyance and Warranty:

- Any and all restrictions, covenants, easements, conditions, rights-of-way, mineral grants and reservations, and mineral leases, if any relating to the Property, but only to the extent they are still in effect and shown of record;
- All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they relate to the Property and are still in effect; and
- Standby fees, taxes and assessments by any taxing authority for the year 2004 and all subsequent years.

# GRANTOR IS CONVEYING AND GRANTEE ISACCEPTING THE PROPERTY "AS IS", I N ITS PRESENT CONDITION.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and propours include the plural

JOHN W. WALLACE, TRUSTEE

PATRICIA H. WALLACE, TRUSTEE #2

STATE OF TEXAS	9				
COUNTY OF NUECES	§ §				
This instrument was acknowledge the Mallace, TRUSTEE.  TERESA WOODRU  Notary Public  STATE OF TEXAS  My Comm. Esp. 08 - 10 - 10	Notary Public, STATE OF TEXAS Printed Name of Notary				
STATE OF TEXAS COUNTY OF NUECES	§ § §				
This instrument was acknowledged before me on the 1st day of February , 2005 by PATRICIA H. WALLACE, TRUSTEE #2					
TERESA WOODRUM	Notary Public, STATE OF TEXAS Printed Name of Notary  My Commission Expires:				

AFTER RECORDING, RETURN TO:
PATRICIA H. WALLCE, TRUSTEE #2
101 N. Shoreline, Suite 600
Corpus Christi, Nueces County Texas 78401

## EXHIBIT 'A'

Property:

Yorktown Blvd., Corpus Christi, TX

Fieldnotes for a 60.073 acre tract of land, being all of Lots 22, 23 and 24, Section 25, Flour Bluff and Encinal Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41 thru 43, Map Records of Nuecas County, Texas; said 60.073 acre tract being more fully described as follows:

Beginning at a magnetic nail found on the centerline of Yorktown Boulevard, an existing 80-foot wide roadway, for the east corner of Lot 21, said Section 25, for the north corner of said Lot 22 and for the north corner of this tract;

Thence, South 61°17′51″ East, with the centerline of said Yorktown Boulevard, same being the northeast boundary of said Lots 22, 23 and 24, a distance of 1982.31 feet to a magnetic nail set at the intersection of said centerline of Yorktown Boulevard and the centerline of Starry Road, a 40 foot wide roadway, for the north corner of Lot 7, Section 34, said Flour Bluff and Encinal Farm and Garden Tracts, for the east corner of said Lot 24, Section 25 and for the east corner of this tract;

Thence, South 28\*41'33" West, with the common boundary of said Lot 24, Section 25 and said Lot 7, Section 34, same being the southeast boundary of this tract, at 40.00 feet pass a 5/8 inch Iron rod with red plastic cap stamped "URBAN ENG C.C. TX" set on line, in all a total distance of 1320.00 feet to a 5/8 inch Iron rod with red plastic cap stamped "URBAN ENG C.C. TX" set for the common corner of Lots 24 and 25, Section 25 and Lots 7 and 15, Section 34 and for the south corner of this tract, from which corner a found 5/8 inch Iron rod with cap stamped "RPLS 5458" bears South 28\*42'09" East 0.65 feet;

Thence, North 61°17'51" West, with the common boundary of Lots 24 and 25, of Lots 23 and 26 and of Lots 22 and 27, same being the southwest boundary of this tract, a distance of 1982.54 feet to a 5/8 inch Iron rod with red plastic cap stamped "URBAN ENG C.C. TX" set for the common corner of Lots21, 22, 27 and 28, said Section 25 and for the west corner of this tract;

Thence, North 28°42'09" East, with the common boundary of said Lots 21 and 22, Section 25, same being the northwest boundary of this tract, at 1280.00 feet pass a 5/8 inch iron rod with red plastic cap stamped "URBAN ENG C.C. TX" set on the existing southwest boundary of Yorktown Boulevard, in all a total distance of 1320.00 feet to the Point of Beginning and containing 60.073 acres of land of which 1.821 acres lie within the 40 foot wide right-of-way of Yorktown Boulevard and 0.588 acres lie within the 20 foot wide right-of-way of Starry Road, for a net amount of 57.644 acres of land.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

A.P.N. O

STATE OF TEXAS COUNTY OF NUECES

I hereby cartly that this instrument was FILED in Fite Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Nueces County, Texas

COUNTY CLERK
NUECES COUNTY, TEXAS

Any provision harein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, San, Handicap, Familial Status or National Origin, is toward and exentorpatible under FEDERAL LAW, 3/12/89

# CERTIFICATE OF RESOLUTIONS OF

# Oso Bend Development Company, a Texas Corporation

Riverbend Subdivision Unit 1 (Grid Main Water Line Extension Construction and Reimbursement Agreement)

The undersigned, authorized Vice-President of Oso Bend Development Company, a Texas Corporation (the "Company"), does hereby certify as follows:

- (1) That I am the duly elected and qualified Vice-President of the Company and the custodian of the Company's records;
- (2) That set forth below is a true and correct restatement of certain Resolutions adopted by the directors of the Company by appropriate action.

WHEREAS, the Company desires to enter into a Grid Main Water Line Extension Construction and Reimbursement Agreement related to Riverbend Subdivision Unit 1 ("Reimbursement Agreement").

*NOW, THEREFORE*, the Company hereby adopts and consents to the following resolutions:

RESOLVED, that the Vice-President of the Company be, and is hereby authorized and directed to do any and all things deemed necessary or advisable and in the best interest of the Company, in such individual's sole discretion, in relation to the Grid Main Water Line Extension Construction and Reimbursement Agreement, and the Vice-President is hereby authorized to execute, and the Company hereby ratifies and confirms any execution and delivery of the Grid Main Water Line Extension Construction and Reimbursement Agreement and any third party may rely upon the foregoing grant of authority without further inquiry with respect to all acts subsequent hereto by Company.

- (3) That none of the Resolutions set forth above have been amended, modified, revoked, or rescinded; and each such Resolution is in full force and effect on the date hereof;
- (4) That the following are the duly elected, qualified and serving officers of the Company, that the address is as stated in connection with each, and that the signature set out opposite the name of the officer is the genuine signature of such person, to-wit:

# NAME AND ADDRESS

# **SIGNATURE**

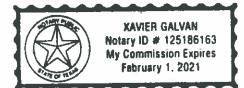
Vice-President:

John W. Wallace 101 N. Shoreline, Suite 600 Corpus Christi, Texas 78401

John W. Wallace, Vice-President

State of Texas § Count of Nueces §

This instrument was acknowledged before me on April 2017, by John W. Wallace, Vice-President of Oso Bend Development Company, a Texas Corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

# **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

					1 of 1	
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY CERTIFICATION OF FILING		
	Name of business entity filing form, and the city, state and country of the business entity's place of business. Patricia H. Wallace, Trustee #2 Corpus Christi, TX United States			Certificate Number: 2017-193760 Date Filed:		
2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Corpus Christi			04/17/2017  Date Acknowledged:		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provide Riverbend Subdivision Unit 1 Water Arterial Transmission and Grid Main Construction and	ded under the contract.	the co	ontract, and prov	vide a	
4	Name of Interested Party	City, State, Country (place of busin	ess)	Nature of (check ap Controlling		
Wi	aliace, Patricia	Corpus Christi, TX United States		×		
Ur	ban Engineering	Corpus Christi, TX United States			х	
_		10				
_			_			
5	Check only if there is NO Interested Party.					
JOLENE E POTTER My Commission Expires July 24, 2017  AFFIX NOTARY STAMP / SEAL ABOVE						
	Sworn to and subscribed before me, by the said Cugline C Urber, this the 19Th day of 1971.  20 17, to certify which, witness my hand and seal of office.					
	Ale we E Potters   6 lene & Potter Motary Public State of Texas     Signature of officer administering oath   Title of officer administering oath     Title of officer administering oath   Title of officer administering oath					

# **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

			1 of 1			
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING					
of business. Oso Bend Development Company Corpus Christi, TX United States	Oso Bend Development Company					
being filed. City of Corpus Christi	*					
Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  Riverbend Subdivision Unit 1  Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement						
4 Name of Interested Party	City, State, Country (place of busine		f interest oplicable) Intermediary			
White, Kathleen	Corpus Christi, TX United States		,			
Wallace, Patricia	Corpus Christi, TX United States	Х				
Wallace, John	Corpus Christi, TX United States	×				
Wallace, Ben	Corpus Christi, TX United States	Х				
Urban Engineering	Corpus Christi, TX United States		Х			
Market Control of the						
5 Check only if there is NO Interested Party.	**					
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.  JOLENE E POTTER My Commission Expires July 24, 2017  Signature of authorized agent of contracting business entity  AFFIX NOTARY STAMP / SEAL ABOVE  Sworn to and subscribed before me, by the said   James L. Urban, this the 177h day of 44, 2017, 20 17, to certify which, witness my hand and seal of office.						
Signature of officer administering oath  Printed name of officer administering oath  Title of officer administering oath						



October 26, 2016

Patricia H. Wallace 101 N. Shoreline Blvd, Ste 600 Corpus Christi, TX 78401

### DEVELOPMENT SERVICES

2406 Leopard First Floor Corpus Christi Texas 78408 Phone 361-826-3240 www.cctexas.com

Administration Fax 361-826-3006

Land Development Fax 361-826-3571

Project Management Fax 361-826-3006

**Building Permits** Fax 361-826-4375 Dear Ms. Wallace:

On Wednesday, October 19, 2016, the Planning Commission held a public hearing on your land subdivision located east of Rodd Field Road and south of Yorktown Boulevard. After reviewing facts and taking public testimony, the Planning Commission approved your land subdivision. The final plat must be recorded with the Nueces County Clerk's office by April 19, 2017. Please note this letter will be the only notification of the plat expiration date.

Case No. 0916115-P046

Riverbend Subdivision

(Final – 14.16 Acres)

(16-22000044)

RE:

Prior to plat recordation, the following requirements must be met and fees paid:

1.	Water Distribution System Acreage fee	(\$13	3,650.00)
2.	Wastewater System Acreage fee	(\$29	9,475.00)
3.	Park Development fee	(\$15	5,000.00)
4.	Community Enrichment Fund fee	(\$46	3,875.00)
5.	Public Improvements and construction required		
	(see Engineering comment #5)		
6.	Recording fee for one page	(\$	98.00)
	*\$44.00 for any additional pages		
7.	Provide a tax certificate with submittal		
	of the original tracing indicating all taxes are current.		

\*Please make checks payable to the City of Corpus Christi

In order to expedite the processing of building permits, changes to street names will no longer be accepted once the Planning Commission takes action on the final plat.

If you have any questions regarding the above, please call me at (361) 826-3535.

Sincerely.

Renissa M. Garza Montalvo, AICP, CPRP

Senior City Planner

Land Development Division

Rgm:cg

cc: Xavier Galvan

Urban Engineering 2725 Swantner Dr. Corpus Christi, TX 78404