

**Ordinance authorizing a Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement with MPM Development, LP; and appropriating \$183,810.74 from Water Arterial Transmission & Grid Main Trust Fund to reimburse Developer**

**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"), attached hereto, with MPM Development, LP. ("Developer"), for the extension of a 12-inch water arterial transmission and grid main line, including all related appurtenances, for the development of Royal Creek Estates Unit 8 Subdivision, Corpus Christi, Nueces County, Texas.

**SECTION 2.** Funding in the amount of \$183,810.74 is appropriated from the No. 4030 Arterial Transmission and Grid Main Line Trust Fund to reimburse the Developer for the construction of the water arterial transmission and grid main line improvements in accordance with the Agreement.

That the foregoing ordinance was read for the first time and passed to its second reading on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

Joe McComb	_____	Ben Molina	_____
Rudy Garza	_____	Everett Roy	_____
Paulette Guajardo	_____	Lucy Rubio	_____
Michael Hunter	_____	Greg Smith	_____
Debbie Lindsey-Opel	_____		

That the foregoing ordinance was read for the second time and passed finally on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

Joe McComb	_____	Ben Molina	_____
Rudy Garza	_____	Everett Roy	_____
Paulette Guajardo	_____	Lucy Rubio	_____
Michael Hunter	_____	Greg Smith	_____
Debbie Lindsey-Opel	_____		

PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

City of Corpus Christi:

\_\_\_\_\_  
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 home-rule municipality, and MPM Development, LP, ("Developer/Owner"), a Limited Partnership.

**WHEREAS**, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on February 21, 2018 with approval extension by the Planning Commission on August 22, 2018 to develop a tract of land, to wit: approximately 10.544 acres known as Royal Creek Estates Unit 8 (near the extension of Rodd Field Road at Oso Creek) as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

**WHEREAS**, under the UDC, the Developer/Owner is responsible for construction of the Arterial Transmission and Grid main extension ("Grid Main Extension");

**WHEREAS**, it is in the best interests of the City to have the Grid Main Extension on be constructed to its ultimate capacity under the City's applicable Master Plan;

**WHEREAS**, Section 8.5.1.C. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when certain funds become fully available in the Arterial Transmission and Grid Main Line Trust Fund and are appropriated by the City Council; and

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

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

**1. TRUSTEE LIABILITY.**

The City is executing this agreement as trustee of the Water Trust Fund pursuant to UDC §8.5. The City is acting as trustee to further its governmental functions of providing water and sewer service. Texas Constitution Article 11, Section 3 prohibits the City from becoming a subscriber to the capital of any private corporation or association, or make any appropriation or donation to the same, or in anywise loan its credit. As such, the City's participation as Trustee does not create a loan of its credit. Execution of this agreement constitutes a promise to pay only to the extent that the assets and future assets of the trust are sufficient for such purpose and it is expressly agreed that any judgment will only be satisfied out of the assets of the trust and not out of the City's assets. The City is excluded from personal liability.

**2. REQUIRED CONSTRUCTION**

Developer/Owner shall construct the Grid Main Extension in compliance with the City's UDC, the City's Infrastructure Design Manual, and all local, state and federal laws, codes and regulations, in accordance with the plans and specifications submitted to the

City's Development Services Department and reviewed and approved by the City's Development Services Engineer.

3. PLANS AND SPECIFICATIONS

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

1	12" PVC PIPE	1384	LF
2	12" CAP TAPPED FOR 2"	1	EA
3	12" TEE	4	EA
4	CRUSHED STONE EMBEDMENT FOR 12" WATER	1384	LF
5	DEWATERING FOR 12" WATER	1384	LF
6	6" PVC PIPE NIPPLE	9	EA
7	6" GATE VALVE WITH BOX	3	EA
8	6" 90° ELBOW	3	EA
9	FIRE HYDRANT ASSEMBLY	3	EA

- b. The plan must be in compliance with the City's master plans.
- c. The plans and specifications must comply with City Water Distribution Standards and Standard Specifications.
- d. Before the Developer/Owner starts construction the plans and specification must be approved by the City's Development Services Engineer.

4. SITE IMPROVEMENTS

Prior to the start of construction of the Grid Main Extension, Developer/Owner shall acquire and dedicate to the City the required additional utility easements "Easements", if necessary for the completion of the Grid Main Extension. If any of the property needed for the Easements is owned by a third party and Developer/Owner is unable to acquire the Easements through reasonable efforts, then the City may use its powers of eminent domain to acquire the Easements. Developer will be responsible for cost of acquisition, payable from the reimbursement agreed to in this agreement.

5. PLATTING FEES

Developer/Owner shall pay to the City of Corpus Christi the required acreage fees and pro-rata fees as required by the UDC.

6. DEVELOPER/OWNER AWARD CONTRACT FOR IMPROVEMENTS

Developer/Owner shall award a contract and complete the improvements to Grid Main Extension, under the approved plans and specifications, by **December 11, 2020**.

7. TIME IS OF THE ESSENCE

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

8. 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.

9. DEFAULT

The following events shall constitute default:

- a. Developer/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval by City Council.
- b. Developer/Owner'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/Owner 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/Owner's contractor does not reasonably pursue construction of the project under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the project, under the approved plans and specifications, on or before **December 11, 2020**.
- f. Either the City or Developer/Owner otherwise fails to comply with its duties and obligations under this Agreement.

10. NOTICE AND CURE

- a. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in detail the nature of the default and the requirements to cure such default.
- b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.
- c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
- d. Should Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to Developer/Owner, at the address stated in section 12, of the need to perform the obligation or duty, and should Developer/Owner fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to Developer/Owner by reducing the reimbursement amount due Developer/Owner.

- e. In the event of an uncured default by the Developer/Owner, after the appropriate notice and cure period, the City has all its common law remedies and the City may:
  - 1. Terminate this Agreement after the required notice and opportunity to cure the default;
  - 2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or
  - 3. Perform any obligation or duty of the Developer/Owner under this agreement and charge the cost of such performance to Developer/Owner. Developer/Owner shall pay to City the reasonable and necessary cost of the performance within 30 days from the date Developer/Owner receives notice of the cost of performance. In the event that Developer/Owner pays the City under the preceding sentence, and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.
- f. In the event of an uncured default by the City after the appropriate notice and cure period, the Developer/Owner has all its remedies at law or equity for such default.

11. 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.

12. NOTICES

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

- 1. If to the Developer/Owner:

MPM Development, L.P.  
Attn: Mossa Moses Mostaghasi  
426 S. Staples St.  
Corpus Christi, Tx 78401

2. If to the City:

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

with a copy to:

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

- b. Notice 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.

13. THIRD-PARTY BENEFICIARY

Developer/Owner'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.

14. PERFORMANCE AND PAYMENT BONDS

Developer/Owner shall, before beginning the work that is the subject of this Agreement, furnish a performance bond if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$50,000. Bonds furnished must meet the requirements of Texas Insurance Code 3503, Texas Government Code 2253, and all other applicable laws and regulations. The performance or payment bond must name the City as an obligee. If the Developer/Owner is not an obligor, then Developer/Owner shall be named as a joint obligee. The bond must clearly and prominently display on the bond or on an attachment to the bond:

(1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

(2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

15. WARRANTY

Developer/Owner shall fully warranty the workmanship of and function of the Grid Main Extension and the construction thereof for a period of one year from and after the date of acceptance of the facilities by the City's Director of Engineering Services.

16. REIMBURSEMENT

- a. The cost for the Grid Main Extension less \$7,578.26 lot/acreage fee credit is \$183,810.74. Subject to the conditions for reimbursement from the Water Arterial Transmission and Grid Main Trust Fund and the appropriation of funds, the City will reimburse the developer, the reasonable actual cost of the Grid Main Extension up to an amount not to exceed \$183,810.74 as shown in the attached Exhibit 4, the contents of such exhibit being incorporated by reference into this Agreement.
- b. Subject to the conditions for reimbursement from the Water Arterial Transmission and Grid Main Trust Fund and the appropriation of funds, the City agrees to reimburse the Developer/Owner on a monthly basis upon invoicing for work performed. The submitted invoice shall be deemed administratively complete by the City prior to payment. The reimbursement will be made no later than 30-days from the date of the City's administrative approval of the invoice. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement as detailed in Exhibit 5.
- c. Cost-supporting documentation to be submitted shall include:
  1. Summary of Costs and Work Performed Form provided by the Development Services Department
  2. Contractor and professional services invoices detailing work performed
  3. The first reimbursement request requires submittal of invoices for work performed. Future disbursements shall provide evidence of payment by the developer/owner through a cancelled check or bank ACH for the previous submittal. The final reimbursement request shall require evidence that all invoices to date have been paid.
- d. To be eligible for reimbursement, the work constructed 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.

The final 5% of the total contract reimbursement amount will be held as retainage until such time the City issues acceptance of public infrastructure in accordance with Unified Development Code.

- e. 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/Owner for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and accepted by the City up to the time that there is an uncured default by the Developer/Owner.

17. PAYMENTS, CREDITS AND DEFERRED REIMBURSEMENT.

All payments, credits, priority of reimbursement, and deferred reimbursement shall be made in accordance with UDC §8.5. Developer/Owner understands and agrees that if funds are not



available in the Water Arterial Transmission and Grid Main Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and this Agreement has priority per UDC §8.5.1. C.

## **18. INDEMNIFICATION**

**Developer/Owner 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/Owner's failure to comply with its obligations under this agreement or to provide city water service to the development, including injury, loss, or damage which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with the construction, installation, existence, operation, use, maintenance, repair, restoration, or removal of the public improvements associated with the development described above, including the injury, loss or damage caused by the sole or contributory negligence of the indemnitees or any of them, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of indemnitees, or any of them, but not if caused by the sole negligence of indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorneys fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident.**

**This indemnity specifically includes all claims, damages, and liabilities of whatever nature, foreseen or unforeseen, under any hazardous substance laws, including but not limited to the following:**

- (a) all fees incurred in defending any action or proceeding brought by a public or private entity and arising from the presence, containment, use, manufacture, handling,**

creating, storage, treatment, discharge, release or burial on the property or the transportation to or from the property of any hazardous substance. The fees for which the developer/owner shall be responsible under this subparagraph shall include but shall not be limited to the fees charged by (i) attorneys, (ii) environmental consultants, (iii) engineers, (iv) surveyors, and (v) expert witnesses.

(b) any costs incurred attributable to (i) the breach of any warranty or representation made by Developer/Owner in this agreement, or (ii) any cleanup, detoxification, remediation, or other type of response action taken with respect to any hazardous substance on or under the property regardless of whether or not that action was mandated by the federal, state or local government.

**This indemnity shall survive the expiration or earlier termination of the agreement.**

19. ASSIGNMENT OF AGREEMENT

This Agreement may be assigned by Developer/Owner to another with the written consent of the City's City Manager.

20. DISCLOSURE OF INTERESTS

Developer/Owner agrees, in compliance with the Corpus Christi Code of Ordinance Sec. 2-349, to complete, as part of this Agreement, the Disclosure of Interests form attached hereto as Exhibit 6.

21. EFFECTIVE DATE

This Agreement shall be executed in one original, which shall be considered one instrument. \*This Agreement becomes effective and is binding upon, and inures to the benefit of the City and Developer/Owner from and after the date that all original copies have been executed by all signatories.

22. DEDICATION OF GRID MAIN EXTENSION.

Upon completion of the construction, dedication of Grid Main Extension will be subject to City inspection and approval.

23. VERIFICATION REGARDING ISRAEL.

In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf

of the Developer/Owner verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

**24. CERTIFICATE OF INTERESTED PARTIES.**

Developer/Owner agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

- (1) persons with a "controlling interest" in the entity, which includes:
  - a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
  - b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

**25. CONFLICT OF INTEREST.**

Developer/Owner agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

**26. 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.

*Remainder of page intentionally left blank; signature page to follow.*

EXECUTED IN ONE ORIGINAL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

CITY OF CORPUS CHRISTI

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

\_\_\_\_\_  
Nina Nixon-Mendez, FAICP  
Director of Development Services  
For City Manager

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Buck Brice  
Assistant City Attorney  
For City Attorney

(Date)

MPM DEVELOPMENT, L.P.

By: \_\_\_\_\_

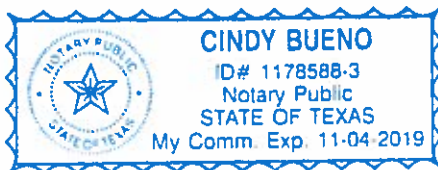
Mossa Moses Mostaghasi  
General Partner

STATE OF Texas

§  
§  
§

COUNTY OF Nueces

This instrument was acknowledged before me on October 22, 2018, by Mossa Moses Mostaghasi, General Partner of MPM Development, L.P., a Limited Partnership, on behalf of said corporation.



Cindy Bueno  
Notary Public's Signature

## APPLICATION FOR WATER LINE CREDIT

We, MPM Development, LP, P.O. Box 331308, Corpus Christi, Texas 78463, owners and developers of proposed Royal Creek Estates Unit 8 subdivision, hereby apply for \$7,578.26 credit towards the water acreage fee for the installation of the water grid main as provided for by City Ordinance No. 17092. \$191,389.00 is the construction cost, including 10% Engineering, Surveying, and Testing, as shown by the cost supporting documents attached herewith.



Mossa Mostaghasi, President  
MPM Development, LP.

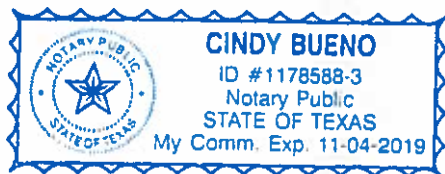
10-24-18

Date

THE STATE OF TEXAS       §

COUNTY OF NUECES       §

This instrument was acknowledged before me on October 24, 2018, by  
Mossa Mostaghasi, President of MPM Development, LP.



Cindy Bueno  
Notary Public in and for the State of Texas

## APPLICATION FOR WATER LINE REIMBURSEMENT

We, MPM Development, LP, P.O. Box 331308, Corpus Christi, Texas 78463, owners and developers of the proposed Royal Creek Estates Unit 8 Subdivision, hereby request reimbursement of \$183,810.74, as provided for by City Ordinance No. 17092. \$191,389.00 is the construction cost, including 10% Engineering, Surveying, and Testing, in excess of the acreage fee, as shown by the cost supporting documents attached herewith.

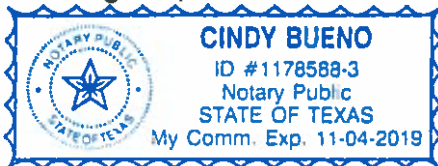
  
\_\_\_\_\_  
Mossa Mostaghassi, President  
MPM Development, LP.

10-24-18  
\_\_\_\_\_  
Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on October 24, 2018, by  
Mossa Mostaghassi, President of MPM Development, LP, on behalf of the said corporation.



Cindy Bueno  
\_\_\_\_\_  
Notary Public in and for Nueces County, 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 Distribution Main Trust Fund, and
- (b) Appropriation and approval by the City Council.

\_\_\_\_\_  
Development Services Engineer

\_\_\_\_\_  
(Date)



Exhibit 1

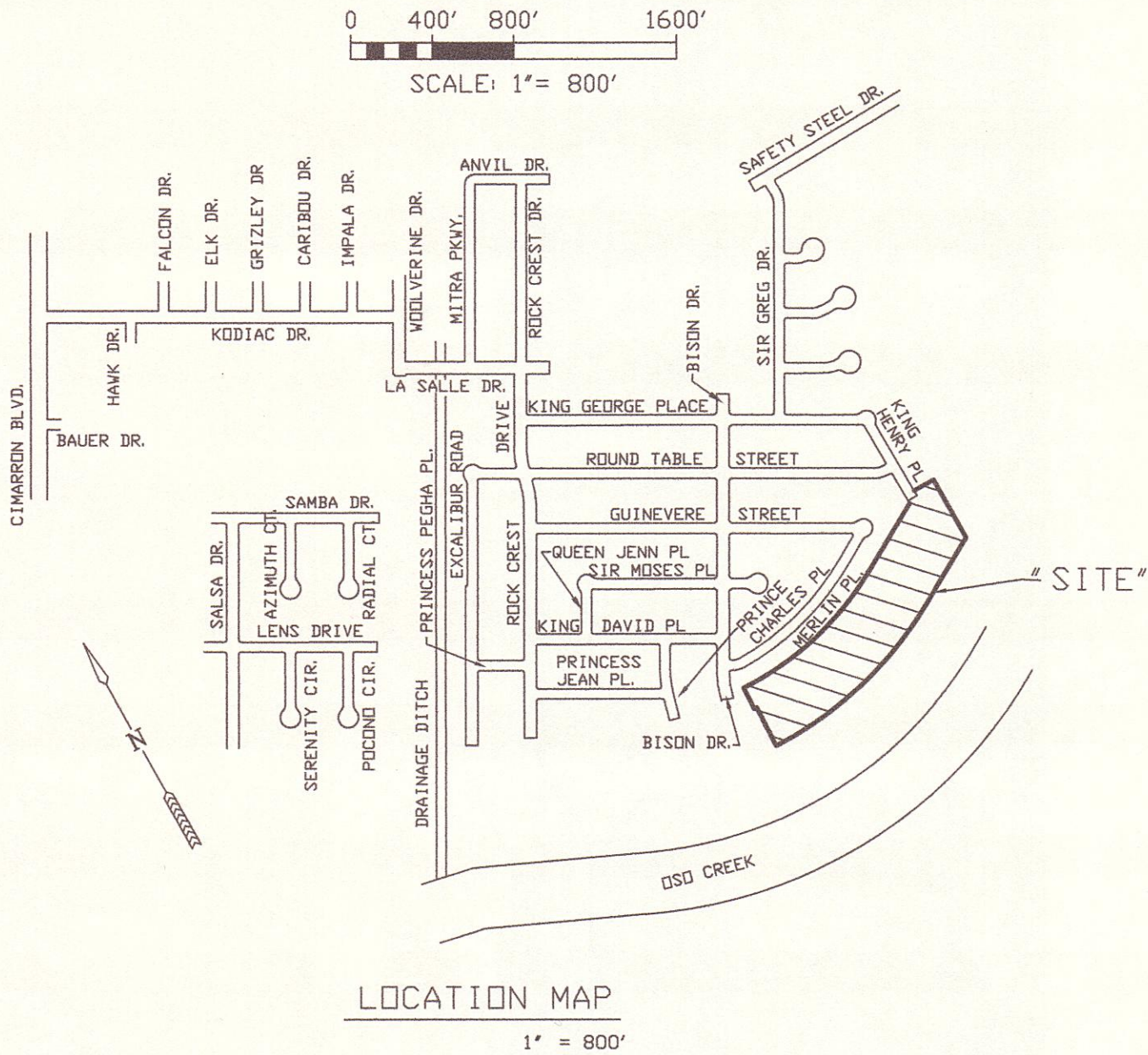
STATE OF TEXAS                   §  
COUNTY OF NUECES           §  
WE, MPM DEVELOPMENT, LP, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT, SUBJECT TO A LIEN IN FAVOR OF \_\_\_\_\_ THAT WE HAVE HAD SAID LAND SURVEYED AND SUBDIVIDED AS SHOWN, THAT STREETS AND EASEMENTS AS SHOWN HAVE BEEN HERETOFORE DEDICATED, OR IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC USE FOREVER AND THAT THIS PLAT WAS MADE FOR THE PURPOSES OF DESCRIPTION AND DEDICATION.  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MOSSA MOSTAGHASI, GENERAL PARTNER

STATE OF TEXAS                   §  
COUNTY OF NUECES           §  
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MOSSA MOSTAGHASI.  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, IN AND FOR THE  
STATE OF TEXAS

STATE OF TEXAS                   §  
COUNTY OF NUECES           §  
I, NIXON M. WELSH, REGISTERED PROFESSIONAL LAND SURVEYOR OF BASS & WELSH ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND THAT IT IS TRUE AND CORRECT.  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_  
NIXON M. WELSH, R.P.L.S.



- NOTES:
1. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE (UDC) AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
  2. THE RECEIVING WATER FOR 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. SET 5/8" I.R.'S AT LOT ALL CORNERS UNLESS OTHERWISE NOTED. ALL SET I.R.'S CONTAIN PLASTIC CAPS LABELED BASS AND WELSH ENGINEERING
  4. THE BASIS OF BEARINGS IS THE COMMON NORTHEASTERLY BOUNDARY OF THE SUBJECT SITE AND THE SOUTHEASTERLY BOUNDARY LINE OF ROYAL CREEK ESTATES UNIT 5, N59°07'18"E, AS SHOWN.
  5. THE ENTIRE SITE IS IN FEMA ZONE A13 (EL 12). FEMA ZONES ARE FROM FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 485494 0520 D, REVISED JUNE 4, 1987, FOR NUECES COUNTY, TX, UNINCORPORATED AREAS. THE FEMA PRELIMINARY MAP 48355C0520G, NOT YET ADOPTED, INDICATES THE SUBJECT SITE TO BE IN ZONE X, ZONE X (DOTTED) AND ZONE AE (EL 12).
  6. THE TOTAL AREA OF THIS PLAT IS 10.544 ACRES INCLUDING STREET DEDICATIONS.

PLAT OF  
ROYAL CREEK ESTATES UNIT 8  
AN 10.544 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF LOTS 10, 22, AND 23, SECTION 22, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, A MAP OF WHICH IS RECORDED IN VOLUME "A", PAGES 41 - 43, MAP RECORDS, NUECES COUNTY, TEXAS  
CORPUS CHRISTI, NUECES COUNTY, TEXAS

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

DATE PLOTTED: 1/12/18  
COMP. NO.: PLAT-SH1.DWG  
JOB NO.: 16022  
SCALE: AS SHOWN  
PLOT SCALE: 1" = 60'  
SHEET 1 OF 2

STATE OF TEXAS                   §  
COUNTY OF NUECES           §  
WE, \_\_\_\_\_ (NAME), HEREBY CERTIFY THAT WE ARE THE HOLDERS OF A LIEN ON THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING MAP AND THAT WE APPROVE THE SUBDIVISION AND DEDICATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF TEXAS                   §  
COUNTY OF NUECES           §  
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY \_\_\_\_\_ (NAME), \_\_\_\_\_ (TITLE), OF \_\_\_\_\_  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, IN AND FOR  
THE STATE OF TEXAS

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

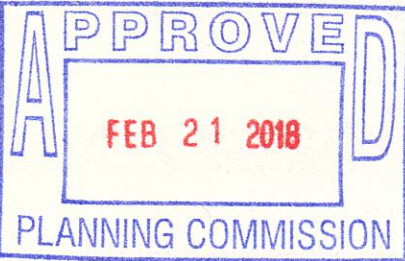
\_\_\_\_\_  
RATNA POTTUMUTHU, P.E., LEED, AP  
DEVELOPMENT SERVICES ENGINEER

DATE \_\_\_\_\_

STATE OF TEXAS                   §  
COUNTY OF NUECES           §  
THE FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED ON BEHALF OF THE CITY OF CORPUS CHRISTI, TEXAS BY THE PLANNING COMMISSION.  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
ERIC VILLARREAL, P.E.  
CHAIRMAN

\_\_\_\_\_  
WILLIAM J. GREEN, P.E.  
INTERIM SECRETARY



STATE OF TEXAS                   §  
COUNTY OF NUECES           §  
I, KARA SANDS, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M., AND DULY RECORDED THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M. IN THE MAP RECORDS OF SAID COUNTY IN VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_, INSTRUMENT NUMBER \_\_\_\_\_.  
WITNESS MY HAND AND SEAL OF THE COUNTY COURT IN AND FOR SAID COUNTY AT OFFICE IN CORPUS CHRISTI, NUECES COUNTY, TEXAS, THE DAY AND YEAR LAST WRITTEN.

BY: \_\_\_\_\_  
DEPUTY

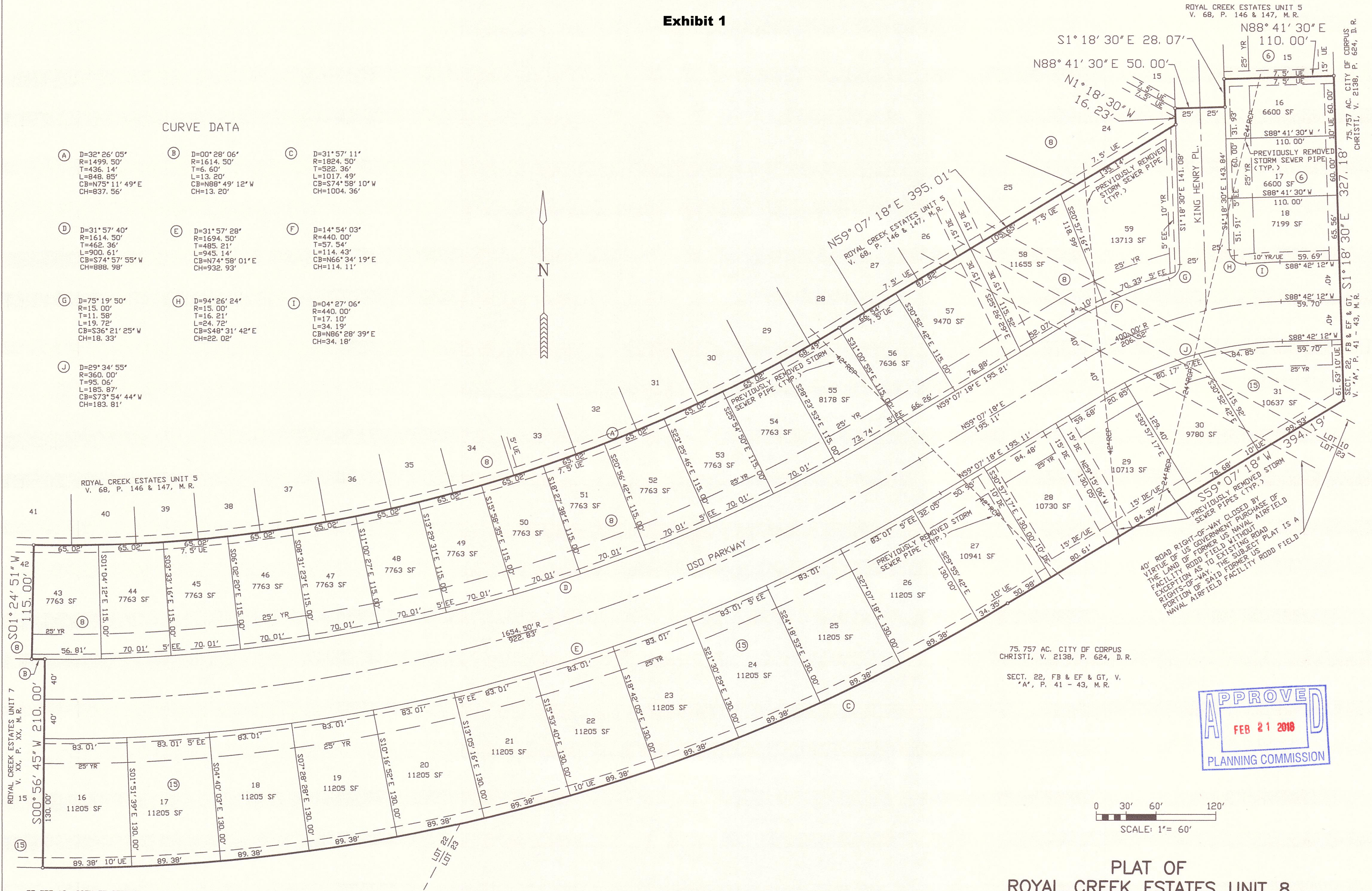
\_\_\_\_\_  
KARA SANDS, CLERK  
COUNTY COURT  
NUECES COUNTY, TEXAS



Exhibit 1

CURVE DATA

- (A) D=32° 26' 05"  
R=1499.50'  
T=436.14'  
L=848.85'  
CB=N75° 11' 49" E  
CH=837.56'
- (B) D=00° 28' 06"  
R=1614.50'  
T=6.60'  
L=13.20'  
CB=N88° 49' 12" W  
CH=13.20'
- (C) D=31° 57' 11"  
R=1824.50'  
T=522.36'  
L=1017.49'  
CB=S74° 58' 10" W  
CH=1004.36'
- (D) D=31° 57' 40"  
R=1614.50'  
T=462.36'  
L=900.61'  
CB=S74° 57' 55" W  
CH=888.98'
- (E) D=31° 57' 28"  
R=1694.50'  
T=485.21'  
L=945.14'  
CB=N74° 58' 01" E  
CH=932.93'
- (F) D=14° 54' 03"  
R=440.00'  
T=57.54'  
L=114.43'  
CB=N66° 34' 19" E  
CH=114.11'
- (G) D=75° 19' 50"  
R=15.00'  
T=11.58'  
L=19.72'  
CB=S36° 21' 25" W  
CH=18.33'
- (H) D=94° 26' 24"  
R=15.00'  
T=16.21'  
L=24.72'  
CB=S48° 31' 42" E  
CH=22.02'
- (I) D=04° 27' 06"  
R=440.00'  
T=17.10'  
L=34.19'  
CB=N86° 28' 39" E  
CH=34.18'
- (J) D=29° 34' 55"  
R=360.00'  
T=95.06'  
L=185.87'  
CB=S73° 54' 44" W  
CH=183.81'



PLAT OF  
ROYAL CREEK ESTATES UNIT 8  
CORPUS CHRISTI, NUECES COUNTY, TEXAS

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

DATE PLOTTED: 1/19/18  
JOB NO.: PLAT-SH2.DWG  
SCALE: AS SHOWN  
PLOT SCALE: 1" = 60'  
SHEET 2 OF 2



## Exhibit 2

### APPLICATION FOR WATER LINE CREDIT

We, MPM Development, LP, P.O. Box 331308, Corpus Christi, Texas 78463, owners and developers of proposed Royal Creek Estates Unit 8 subdivision, hereby apply for \$7,578.26 credit towards the water acreage fee for the installation of the water grid main as provided for by City Ordinance No. 17092. \$191,389.00 is the construction cost, including 10% Engineering, Surveying, and Testing, as shown by the cost supporting documents attached herewith.



Mossa Mostaghassi, President  
MPM Development, LP.

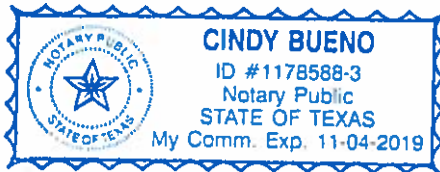
10-24-18

Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on October 24, 2018, by Mossa Mostaghassi, President of MPM Development, LP.



Cindy Bueno  
Notary Public in and for the State of Texas

## Exhibit 2

### APPLICATION FOR WATER LINE REIMBURSEMENT

We, MPM Development, LP, P.O. Box 331308, Corpus Christi, Texas 78463, owners and developers of the proposed Royal Creek Estates Unit 8 Subdivision, hereby request reimbursement of \$183,810.74, as provided for by City Ordinance No. 17092. \$191,389.00 is the construction cost, including 10% Engineering, Surveying, and Testing, in excess of the acreage fee, as shown by the cost supporting documents attached herewith.

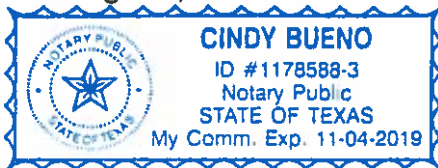
  
\_\_\_\_\_  
Mossa Mostaghasi, President  
MPM Development, LP.

10-24-18  
\_\_\_\_\_  
Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on October 24, 2018, by  
Mossa Mostaghasi, President of MPM Development, LP, on behalf of the said corporation.



Cindy Bueno  
\_\_\_\_\_  
Notary Public in and for Nueces County, 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 Distribution Main Trust Fund, and
- (b) Appropriation and approval by the City Council.

\_\_\_\_\_  
Development Services Engineer

\_\_\_\_\_  
(Date)

PUBLIC IMPROVEMENTS TO
ROYAL CREEK ESTATES UNIT 8
CORPUS CHRISTI, NUECES COUNTY, TEXAS

CITY STANDARD SPECIFICATIONS
THE FOLLOWING CITY OF CORPUS CHRISTI STANDARD SPECIFICATIONS OF WHICH CAN BE OBTAINED FROM THE CITY OF CORPUS CHRISTI WEBSITE (WWW.CCTEXAS.COM) SHALL BE UTILIZED FOR THIS PROJECT. CONTRACTOR SHALL PRINT AND OBTAIN COPIES OF THESE SPECIFICATIONS PRIOR TO BIDDING THE WORK AND PRIOR TO CONSTRUCTION OF THE WORK. THE WORD "ENGINEER" AS USED IN SAID CITY STANDARD SPECIFICATIONS SHALL REFER TO BASS & WELSH ENGINEERING.

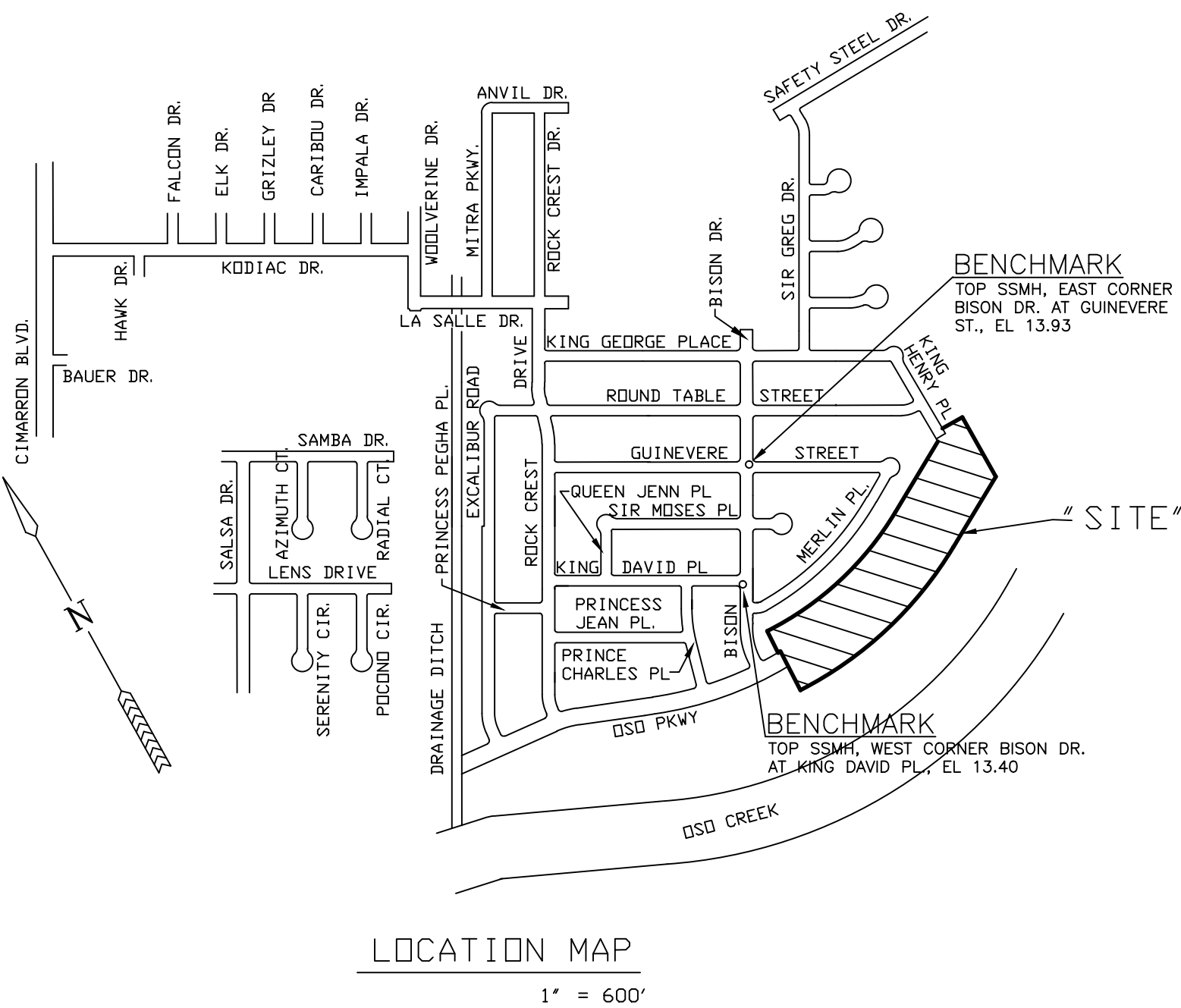
Table with 2 columns: Item Number and Description. Includes items for site clearing, grading, drainage, and various materials.

LEGEND - EXISTING FACILITIES AND APPURTENANCES

Legend table for existing facilities. Columns: Symbol, Abbreviation, Description. Includes items like asphalt pavement, block numbers, curbs, drains, etc.

LEGEND - PROPOSED FACILITIES AND APPURTENANCES

Legend table for proposed facilities. Columns: Abbreviation, Description. Includes items like reinforced concrete pipe, right of way, slopes, manholes, etc.



PAVING, GRADING AND DRAINAGE NOTES

- 1. ALL PROPOSED CONCRETE CURBS AND GUTTERS, WALKS, DRAINAGE INLETS AND VALLEY GUTTERS ARE SHOWN POCHED (SHADED).
- 2. PRIOR TO ANY EARTHWORK, ALL TREES, VEGETATION, ORGANIC MATERIAL AND ANY DELETERIOUS SUBSTANCES SHALL BE REMOVED FROM THE ENTIRE PROJECT SITE EXCEPT TREES 6" DIAMETER AND LARGER OUTSIDE OF PROPOSED STREET PAVING SHALL BE LEFT IN PLACE UNHARMED. AFTER REMOVAL OF ALL VEGETATION, ORGANIC MATTER, DELETERIOUS SUBSTANCES, APPROPRIATE TREES, ETC., CONTRACTOR MAY BEGIN EARTHWORK CUT AND FILL OPERATIONS FOR LOT GRADING AND EARTHWORK ASSOCIATED WITH STREETS.
- 3. CONTRACTOR SHALL PERFORM ALL ROUGH EARTHWORK (FILLING, GRADING, HAULING, CUTTING, LOADING, ETC.) TO VERIFY ADEQUATE EARTH QUANTITY ON-SITE TO ACHIEVE EARTH GRADES AS SHOWN PRIOR TO ANY OTHER CONSTRUCTION AND CONTRACTOR SHALL NOT PROCEED WITH SAID OTHER CONSTRUCTION UNTIL AFTER HE HAS RECEIVED ENGINEER'S PERMISSION. SHOULD THERE NOT BE AVAILABLE EARTH TO MEET GRADES AS SHOWN, CONTRACTOR SHALL HAUL EARTH ON TO THE SITE FROM OFFSITE SOURCES TO ACHIEVE GRADES AS SHOWN (NO SEPARATE PAY). AFTER COMPLETION OF ROUGH GRADING AND AFTER COMPLETION OF STREET, DRAINAGE, SANITARY SEWER AND WATER IMPROVEMENTS, THEN CONTRACTOR SHALL PROVIDE ALL FINAL/FINISH GRADING TO ACHIEVE GRADES AS SHOWN.
- 4. ALL CONCRETE FOR USE ON THE PROJECT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. ALL STEEL REINFORCING SHALL BE GRADE 60 (60,000 PSI YIELD STRENGTH) IN ACCORDANCE WITH ASTM A 615.
- 5. REINFORCED CONCRETE STORM SEWER PIPE SHALL BE CLASS III, STANDARD STRENGTH. STORM SEWER MANHOLES SHALL BE PRE-CAST CONCRETE.
- 6. ALL STREET, SANITARY SEWER AND STORM SEWER STATIONING IS MEASURED ALONG THE CENTERLINES OF STREETS.
- 7. LINEARLY INTERPOLATE BETWEEN GRADES AS SHOWN TO DETERMINE A PROPOSED GRADE AT ANY PARTICULAR POINT.
- 8. CURB AND GUTTER ALIGNMENT SHALL PARALLEL ADJACENT RIGHT-OF-WAY LINES EXCEPT WHERE INDICATED OTHERWISE.
- 9. ALL CURB AND GUTTER TO BE CONSTRUCTED 11.0' BACK OF CURB TO PROPERTY LINES FOR 50' STREET RIGHTS-OF-WAY, 10.0' BC TO PROPERTY LINES FOR 60' RIGHT-OF-WAY STREETS AND AS INDICATED IN PLANS HEREOF FOR 80' RIGHT-OF-WAY STREETS.
- 10. CONSTRUCT PROPOSED CURB RAMPS AT ALL STREET INTERSECTIONS AND AS SHOWN AND ACCORDING TO CITY CURB RAMP DETAILS AS SHOWN IN PLANS HEREOF. DEPRESS CURBS AS REQUIRED. RAMPS SHALL BE SLOPED NOT EXCEEDING 1" PER FOOT LONGITUDINAL AND 2% TRANSVERSE AND SHALL MEET ALL APPLICABLE GOVERNMENTAL REGULATIONS. NO SEPARATE PAY FOR CURB RAMPS (PAY FOR CURB RAMPS IN THE SQUARE FOOT PRICE OF 4" THICK R/C WALKS).
- 11. CONTRACTOR SHALL MEET ALL GOVERNMENTAL ONE-CALL AND OTHER REGULATIONS WITH REGARD TO EXISTING UNDERGROUND FACILITIES AND PIPELINES.
- 12. NO SEPARATE PAY FOR PRIME COAT (PAY FOR IT IN THE ESTABLISHED UNIT PRICE FOR HMA).
- 13. ADA CURB RAMPS - THE CITY NO LONGER ALLOWS THE PAVEMENT OPTION AT CURB RAMPS. THE CONTRACTOR SHALL INSTALL COMPOSITE TACTILE WARNING PANELS AT ALL ADA CURB RAMPS. PAY FOR CURB RAMPS AND TIED SIDEWALKS AS SF OF SIDEWALK (NO SEPARATE PAY FOR CURB RAMPS NOR TIED SIDEWALKS).
- 14. GEOTEXTILE FABRIC MATERIAL IS REQUIRED FOR WRAPPING RCP PIPE JOINTS AND SHALL MEET REQUIREMENTS OF ASTM M288.
- 15. ALL SIDEWALK ADJACENT TO EXISTING OR PROPOSED CURB SHALL BE TIED TO CURB WITH NO. 4 BARS AT 12" OC ACCORDING TO CITY STANDARD SIDEWALK DETAILS.

SANITARY SEWER NOTES

- 1. SET ENDS OF SERVICE LINES MID LOT FRONTAGE UNLESS SHOWN OTHERWISE.
- 2. ALL SANITARY SEWER STATIONING IS MEASURED ALONG THE CENTER LINE OF PROPOSED STREETS. ALL SANITARY SEWER MANHOLES SHALL BE FIBERGLASS, 48" MINIMUM DIAMETER UNLESS SHOWN OTHERWISE, 0.5" (MINIMUM) WALL AND CONSTRUCTED IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
- 3. ALL GRAVITY SEWER PIPES 8" THRU 18" SHALL BE PVC, SDR 26 AND SHALL BE BEDDED IN SAND WITH PI LESS THAN 10 TO 6" BELOW AND 6" TO SIDES OF PIPE (FULL HEIGHT OF PIPE), IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS. BED 4" AND SMALLER PIPES IN EARTH FROM THE EXCAVATION. 4" SERVICE PIPES SHALL BE C900 DR 14 PRESSURE PIPES RATED ABOVE 150 PSI.
- 4. NO SEPARATE PAY FOR ANY DE-WATERING OR SPECIAL EMBEDMENT REQUIRED FOR SANITARY SEWER CONSTRUCTION.
- 5. THE WORDS SANITARY SEWER SHALL MEAN WASTE WATER AND VICE VERSA.

CITY STANDARD DETAIL SHEETS

THE FOLLOWING SHEETS ARE INCLUDED HEREIN BY REFERENCE AND SHALL BE USED ON THIS PROJECT. CONTRACTOR SHALL OBTAIN THESE SHEETS FROM THE CITY OF CORPUS CHRISTI (AT HTTP://ENGINEERCC.COM/STANDARD-DETAILS) FOR BIDDING AND CONSTRUCTION PURPOSES.

- STANDARD WATER DETAILS, 4 SHEETS
- WASTE WATER STANDARD DETAILS, 4 SHEETS
- STORM WATER STANDARD DETAILS, 3 SHEETS
- STORM WATER POLLUTION PREVENTION, 3 SHEETS
- CURB, GUTTER AND SIDEWALK STANDARD DETAILS, 1 SHEET
- PEDESTRIAN CURB RAMP STANDARD DETAILS, 4 SHEETS

TRAFFIC CONTROL AND STREET LIGHT FEES

- 1. CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL AND BARRICADING PLAN AND SUBMIT IT TO THE CITY TRAFFIC ENGINEERING DEPARTMENT FOR APPROVAL AND SHALL DO NO WORK UNTIL HE HAS RECEIVED WRITTEN APPROVAL FROM THE CITY OF SAID PLAN. ALL TRAFFIC CONTROL AND BARRICADING SHALL BE ACCOMPLISHED IN ACCORDANCE WITH SAID PLAN.
- 2. R.O.W. PERMITS ARE REQUIRED PRIOR TO STARTING WORK IN ANY PUBLIC STREET RIGHT-OF-WAY. THE CONTRACTOR SHALL CONTACT TRAFFIC ENGINEERING TO DETERMINE ALL APPLICABLE REQUIREMENTS (PERMITS, TRAFFIC CONTROL PLAN, FEES, ETC.).
- 3. STREET LIGHT FEES SHALL BE PAID BY THE DEVELOPER TO THE CITY (NOT BY CONTRACTOR)

WATER NOTES

- 1. PROVIDE THRUST BLOCKS AT ALL 6", 8" AND 12" WATER FITTINGS.
- 2. PROVIDE CAST IRON BOXES AND PVC PIPE EXTENSIONS WITH CONCRETE AT GATE VALVES PURSUANT TO STANDARD WATER DETAILS AS SHOWN IN SHEET 2 OF 4.
- 3. CONSTRUCT WATER RISERS AT END CAPS ON PIPES AND 2" BLOW-OFF VALVES FOR FILLING AND TESTING PURPOSES PURSUANT TO DETAILS AS SHOWN IN STANDARD WATER DETAILS SHEET 3 OF 4.
- 4. CONSTRUCT WATER SERVICE LINES AND CONNECTIONS PURSUANT TO THE NOTES AND DETAILS AS SHOWN IN STANDARD WATER DETAILS SHEET 4 OF 4.
- 5. ALL WATER MAINS 6" AND LARGER SHALL BE DR18 PVC WITH DUCTILE IRON MECHANICAL JOINT FITTINGS AND SHALL BE BEDDED IN (ENCASED IN) SAND TO 6" ALL AROUND PIPE (026210 AND 026402).
- 6. PROVIDE MINIMUM CLEARANCE BETWEEN WATER AND SANITARY SEWER LINES AND/OR MANHOLES AS REQUIRED BY THE TEXAS ADMINISTRATIVE CODE 317-3, APPENDIX "E", SEPARATION DISTANCE (AS REQUIRED BY TEXAS STATE WATER HYGIENE LAW) AND ACCORDING TO CITY STANDARD DETAILS AND SPECIFICATIONS).
- 7. ALL WATER SERVICE LINES SHALL BE 1" DIAMETER FOR SINGLE AND DOUBLE WATER SERVICES.
- 8. ALL PUBLIC WATER LINE CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH REQUIREMENTS SET FORTH BY THE CITY OF CORPUS CHRISTI WATER DISTRIBUTION STANDARDS, DETAILS, AND PRACTICES. PVC PIPE AND FITTINGS FOR WATER LINES SHALL BE ANWA C-900, CLASS 150, WITH A DR OF 18. FIRE HYDRANTS WILL BE LOCKED ONTO VALVE BY USE OF RETAINER GLANDS ON DIP.
- 9. 2" WATER LINES SHALL BE SDR-9 POLYETHYLENE (PE) PIPE WITH COMPRESSION RESTRAINED BRASS FITTINGS AND STAINLESS STEEL INSERTS.

STORM WATER POLLUTION PREVENTION

- 1. PAY FOR ALL STORM WATER POLLUTION PREVENTION MEASURES, SOLID WASTE DISPOSAL, SOIL TRACKING, SEEDING, ETC., AS PART OF "STORM WATER POLLUTION PREVENTION".
- 2. UPON COMPLETION OF IMPROVEMENTS HEREOF, ALL DISTURBED AREAS SHALL BE GRASS SEEDDED IN ACCORDANCE WITH CITY STANDARD SPECIFICATION 028020 "SEEDING".
- 3. THE NPDES PERMIT CAN BE FOUND ON THE TCEQ WEB SITE AT HTTPS://WWW.TCEQ.TEXAS.GOV/ASSETS/PUBLIC/PERMITTING/STORMWATER/TXR150000\_CGP.PDF.

ORDER OF CONSTRUCTION

GRAVITY SANITARY SEWER AND STORM SEWER LINES SHALL BE CONSTRUCTED BEGINNING AT DOWNSTREAM ENDS AND WORKING UPSTREAM TO TERMINATE AT UPSTREAM ENDS OF LINES.

CALL BEFORE YOU DIG!
Texas 811
THE LONE STAR NOTIFICATION COMPANY
AT 1-800-669-8344

GENERAL NOTES:

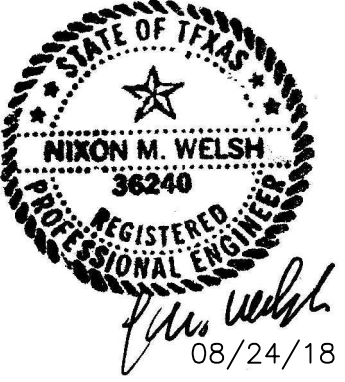
- 1. SUBSIDIARY WORK: IN THE COURSE OF FURNISHING OR CONSTRUCTING A COMPLETE WORK OR IMPROVEMENT, CERTAIN WORK MAY BE NECESSARY WHICH IS SUBSIDIARY TO THE ITEMS WHICH ARE ESTABLISHED AS PAY ITEMS. SOME SUCH SUBSIDIARY WORK MAY BE SHOWN AND SPECIFIED IN DETAIL IN THE PLANS AND SPECIFICATIONS; OTHER WORK MAY BE LESS COMPLETELY SHOWN, AND OTHER SUCH WORK WHICH IS ENTIRELY NECESSARY FOR THE SATISFACTORY COMPLETION OF THE WORK AS A WHOLE MAY NOT BE NOTED ON THE PLANS OR IN THE SPECIFICATIONS. IT SHALL BE THE DUTY OF THE CONTRACTOR TO CARRY OUT ALL SUCH SUBSIDIARY WORK AS IF FULLY SHOWN, AND THE COST OF SUCH WORK SHALL BE MADE SUBSIDIARY TO THE ESTABLISHED PAY ITEM.
- 2. CONTRACTOR SHALL NOTIFY THE CITY OF CORPUS CHRISTI CONSTRUCTION INSPECTION DEPARTMENT (880-3555) AT LEAST 3 WORKING DAYS PRIOR TO BEGINNING ANY WORK ON PUBLIC IMPROVEMENTS. THE CITY WATER INSPECTOR MUST BE CONTACTED AT LEAST 48 HOURS BEFORE ANY WORK BEGINS ON PUBLIC WATER IMPROVEMENTS. CALL ALBERT PARDO (826-3273) TO GET THE NAME AND NUMBER OF THE INSPECTOR WHO WILL BE ASSIGNED TO THIS PROJECT.
- 3. CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITY COMPANIES, INCLUDING TEXAS 811, 48 HOURS PRIOR TO ACTUAL CONSTRUCTION.
- 4. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AN APPROVED TRAFFIC CONTROL PLAN AS STATED IN CITY STANDARD SPECIFICATION 025802. AN APPROVED TRAFFIC CONTROL PLAN WILL BE REQUIRED FROM THE CITY FOR ALL WORK IN PUBLIC ROW OR EASEMENT. ALL WORK AFFECTING TXDOT RIGHT OF WAY WILL REQUIRE TXDOT APPROVAL AND/OR PERMIT. ALL PERMITS MUST BE ISSUED BEFORE BEGINNING ANY WORK IN PUBLIC RIGHT OF WAY OR EASEMENT.
- 5. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS AND/OR PAYING ANY APPLICABLE FEES. CONTRACTOR SHALL CONTACT CITY DEVELOPMENT SERVICES TO DETERMINE WHAT PERMITS AND FEES ARE REQUIRED.
- 6. CONTRACTOR SHALL PERFORM NO TRENCH EXCAVATIONS IN THE GROUND IN ANY PORTION OF THE PROJECT WITHOUT ALL EXISTING UNDERGROUND UTILITY LINES STAKED ON THE GROUND (TO IDENTIFY LOCATION) IN THE VICINITY OF CONTRACTOR'S TRENCHING OPERATIONS. CONTRACTOR SHALL NOTIFY THE OWNERS OF UTILITY LINES TO STAKE THEIR UNDERGROUND LINES PRIOR TO ANY CONSTRUCTION.
- 7. CONTRACTOR SHALL PROVIDE OWNER A ONE YEAR GUARANTEE AND WARRANTY AGAINST ALL DEFECTS IN MATERIALS, WORKMANSHIP AND COMPACTION OF EARTH AND PAVING.
- 8. CONTRACTOR SHALL PREPARE AND FILE TCEQ NOI (NOTICE OF INTENT) AND NOT (NOTICE OF TERMINATION) COMPLETED FORMS WITH EPA AND WITH REGARD TO POLLUTION PREVENTION (NO SEPARATE PAY).

ELECTRICAL CASING PIPE NOTE

ELECTRICAL CASING PIPES SHALL BE PVC SCHEDULE 40 PIPE, SOLVENT WELD, CAPPED EACH END (WITHOUT SOLVENT WELD AT END CAPS). CASINGS ARE FOR FUTURE ELECTRICAL WIRE/CABLES TO BE INSERTED BY OTHERS. SIZE OF CASINGS AND PLACEMENT LOCATIONS SHALL BE MADE PURSUANT TO THE REQUIREMENTS OF CPL. PLACE ELECTRICAL CASINGS AND BACKFILL IN ACCORDANCE WITH ALL REQUIREMENTS FOR SANITARY SEWER SERVICE LINES. INSTALL CASING PIPES WITH A MINIMUM OF 4" OF COVER FROM FINISHED SURFACE. CONTRACTOR SHALL CONTACT CPL TO DETERMINE THE LOCATION OF CASINGS REQUIRED BY AEP.

SHEET INDEX

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



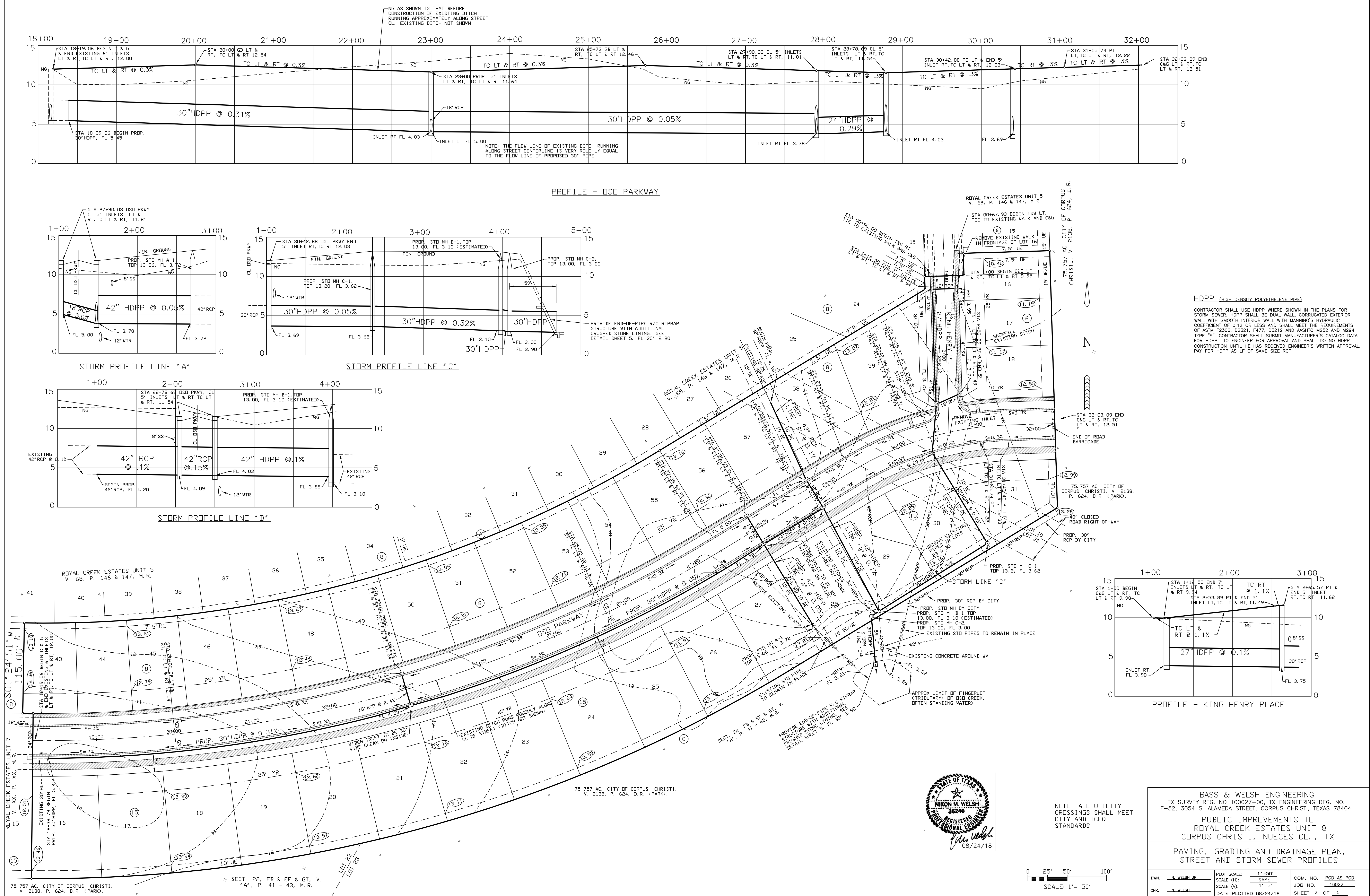
DEVELOPER:

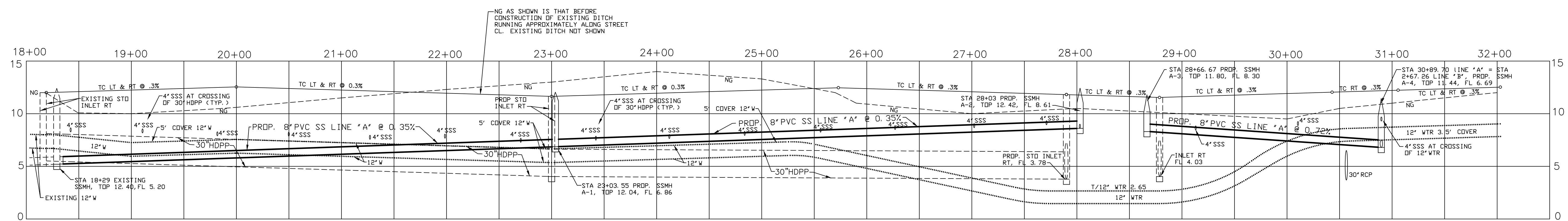
MOSES MOSTAGHASI
P.O. BOX 331308 CORPUS CHRISTI, TEXAS
78463 (361) 774-3832

Table with 2 main sections: Project Information (BASS AND WELSH ENGINEERING, PUBLIC IMPROVEMENTS TO ROYAL CREEK ESTATES UNIT 8) and Sheet Information (COVER SHEET AND MISCELLANEOUS INFORMATION, DWN, CHK, PLOT SCALE, COM. NO., CS.DWG).

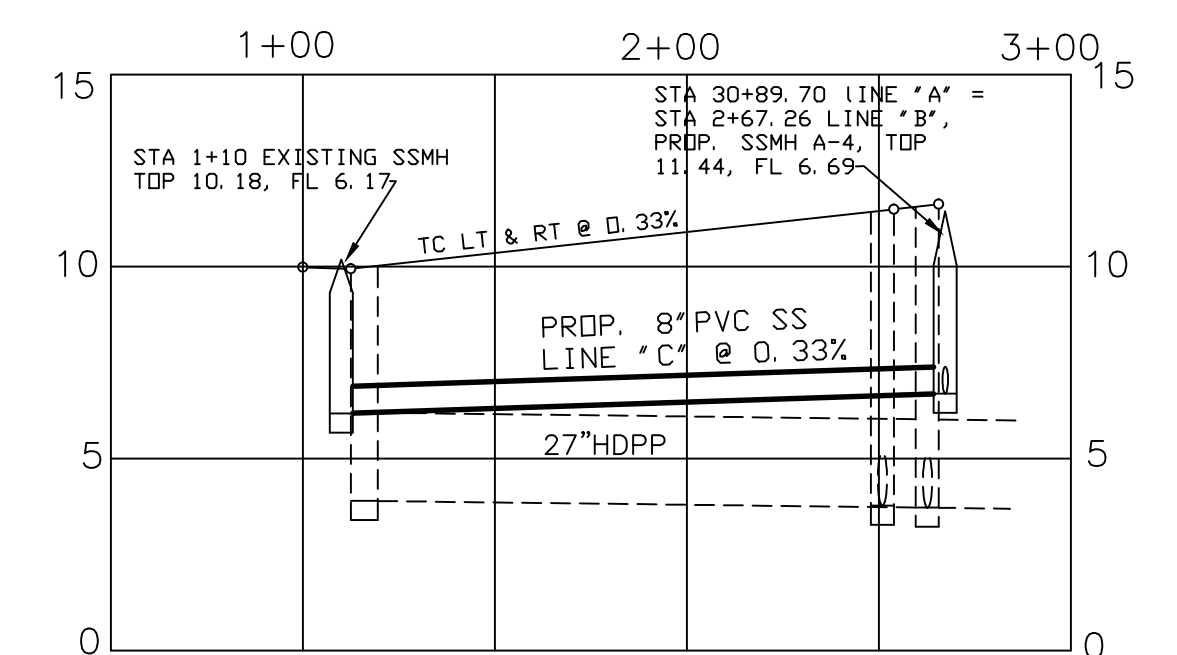
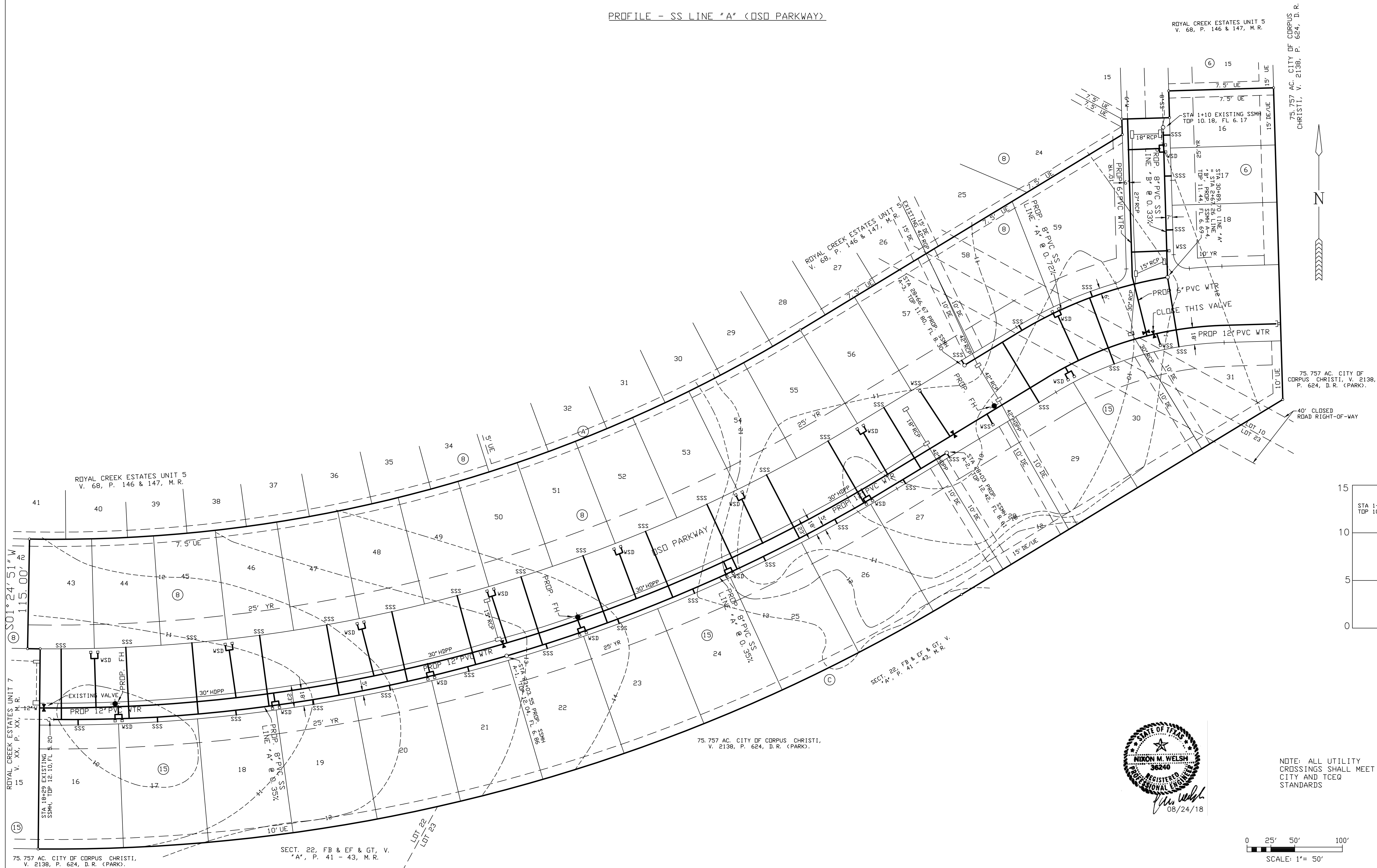
BENCHMARKS
(CITY DATUM, NGVD '29)
SEE LOCATION MAP ABOVE







PROFILE - SS LINE "A" (OSD PARKWAY)



NOTE: ALL UTILITY  
CROSSINGS SHALL MEET  
CITY AND TCEQ  
STANDARDS



<p align="center"><b>BASS &amp; WELSH ENGINEERING</b>          TX SURVEY REG. NO 100027--00, TX ENGINEERING REG. NO. F-52, 3054 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404</p>			
<p align="center"><b>PUBLIC IMPROVEMENTS TO          ROYAL CREEK ESTATES UNIT 8          CORPUS CHRISTI, NUECES CO., TX</b></p>			
<p align="center"><b>SANITARY SEWER AND WATER PLAN &amp; PROFILE</b></p>			
DWN.	<u>N. WELSH JR.</u>	PLOT SCALE: <u>1"=50'</u> SHEET (0): SCALE (0): <u>1"=5'</u>	COM. NO. <u>PGD AS SWW</u> JOB NO. <u>16022</u>
CHK.	<u>N. WELSH</u>	DATE PLOTTED 08/24/18	SHEET 3 OF 5



## ESTIMATE SUMMARY

STREET AND SURFACE ITEMS			
ITEM	DESCRIPTION	QUANTITY	UNIT
1	6" CURB & GUTTER	3083	LF
2	4" THICK CONCRETE WALK	18118	SF
3	2" HMAC	504	SY
4	4" HMAC	5536	SY
5	8" LIME STABILIZED SUBGRADE	7409	SY
6	8" CRUSHED LIMESTONE BASE	672	SY
7	11" CRUSHED LIMESTONE BASE	6737	SY
8	STOP SIGN	1	EA
9	EXCAVATION	1	LS
10	END OF ROAD BARRICADE	1	EA
11	CLEARING AND GRUBBING	1	LS

STORM SEWER ITEMS			
ITEM	DESCRIPTION	QUANTITY	UNIT
1	18" RCP	138	LF
2	24" RCP	83	LF
3	27" RCP	140	LF
4	30" RCP	1366	LF
5	42" RCP	410	LF
6	5' INLET	9	EA
7	7' INLET	2	EA
8	MANHOLE	4	EA

SANITARY SEWER ITEMS			
ITEM	DESCRIPTION	QUANTITY	UNIT
1	8" PVC PIPE	1368	LF
2	4" OR 6" PVC SERVICE	36	EA
3	FIBERGLASS MANHOLE	4	EA

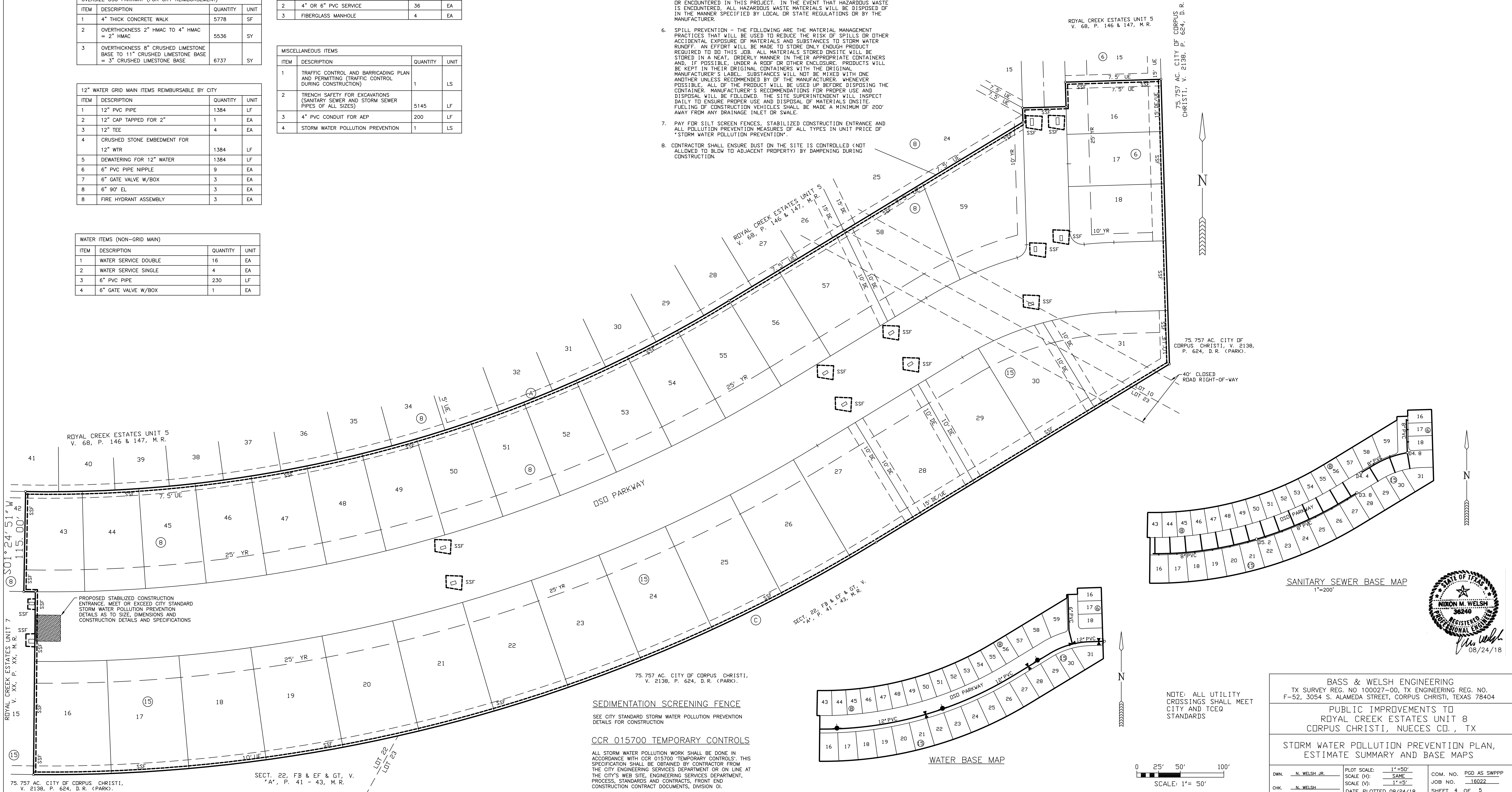
MISCELLANEOUS ITEMS			
ITEM	DESCRIPTION	QUANTITY	UNIT
1	TRAFFIC CONTROL AND BARRICADING PLAN AND PERMITTING (TRAFFIC CONTROL DURING CONSTRUCTION)	1	LS
2	TRENCH SAFETY FOR EXCAVATIONS (SANITARY SEWER AND STORM SEWER PIPES OF ALL SIZES)	5145	LF
3	4" PVC CONDUIT FOR AEP	200	LF
4	STORM WATER POLLUTION PREVENTION	1	LS

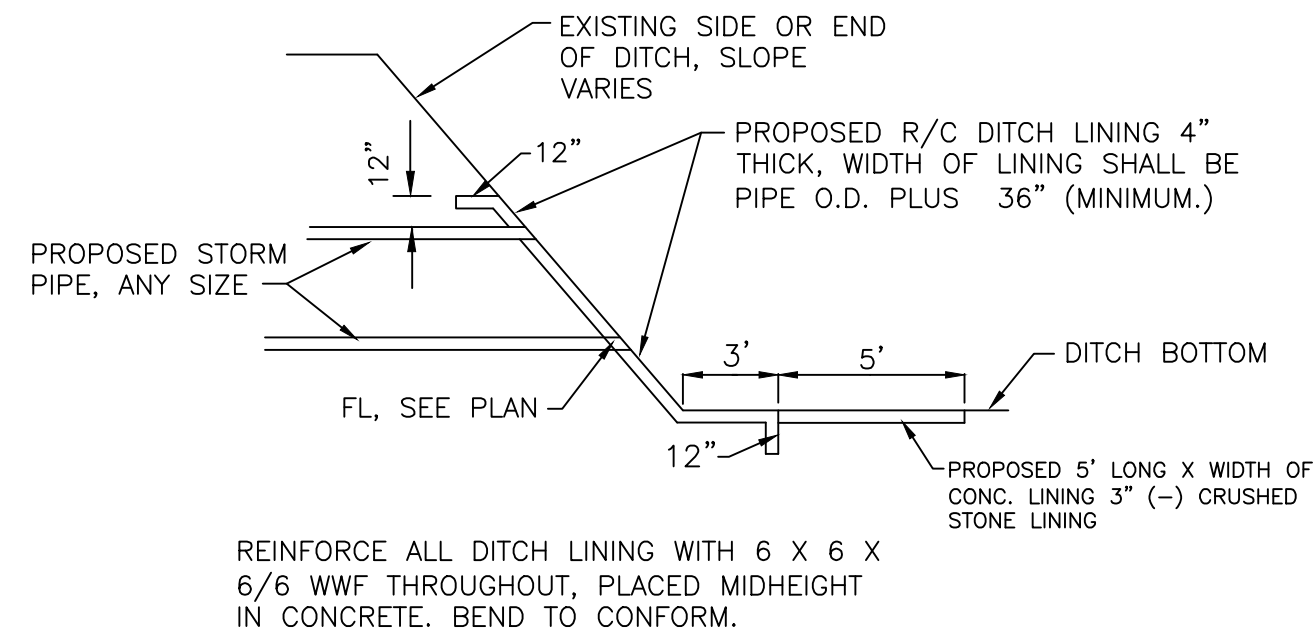
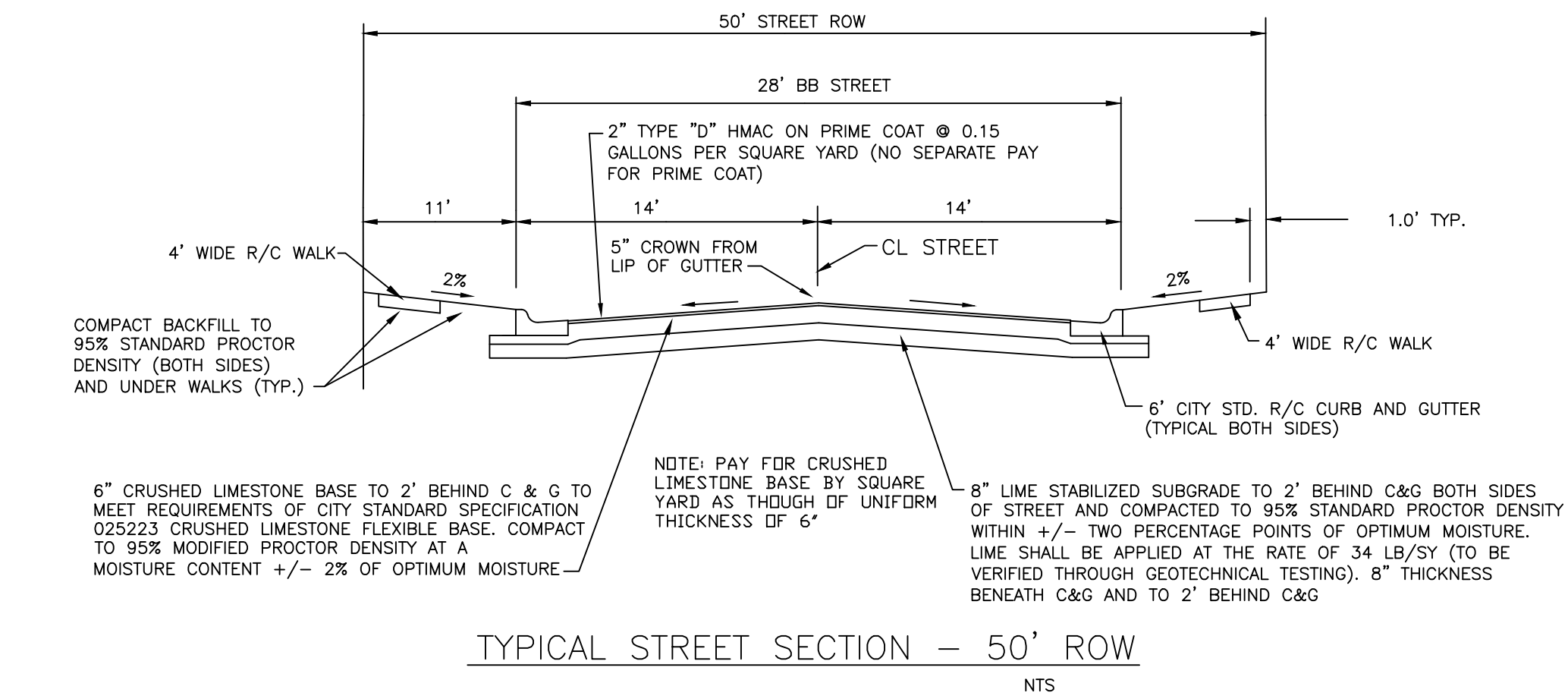
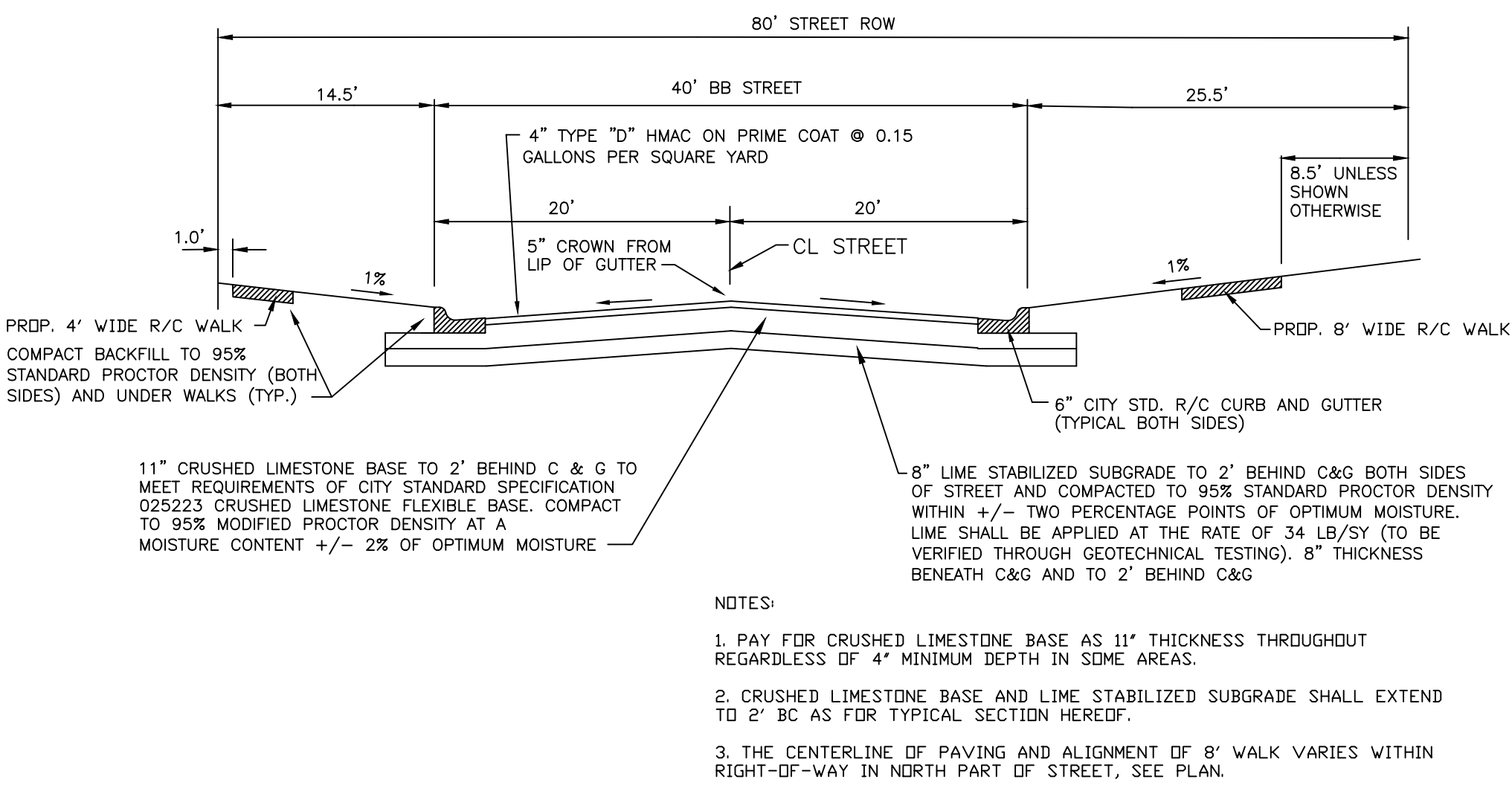
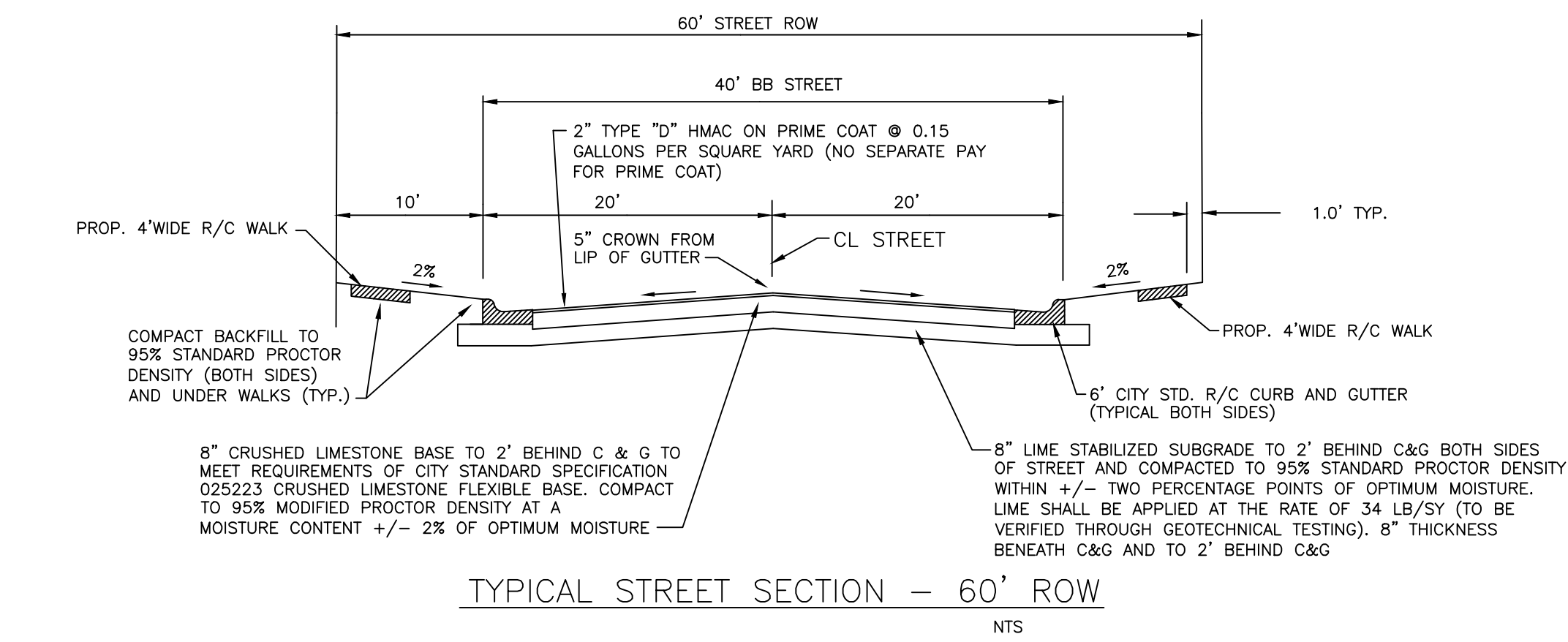
12" WATER GRID MAIN ITEMS REIMBURSABLE BY CITY			
ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" PVC PIPE	1384	LF
2	12" CAP TAPPED FOR 2"	1	EA
3	12" TEE	4	EA
4	CRUSHED STONE EMBEDMENT FOR 12" WTR	1384	LF
5	DEWATERING FOR 12" WATER	1384	LF
6	6" PVC PIPE NIPPLE	9	EA
7	6" GATE VALVE W/BOX	3	EA
8	6" 90" EL	3	EA
8	FIRE HYDRANT ASSEMBLY	3	EA

WATER ITEMS (NON-GRID MAIN)			
ITEM	DESCRIPTION	QUANTITY	UNIT
1	WATER SERVICE DOUBLE	16	EA
2	WATER SERVICE SINGLE	4	EA
3	6" PVC PIPE	230	LF
4	6" GATE VALVE W/BOX	1	EA

## POLLUTION PREVENTION NOTES

- CONSTRUCTION ENTRANCE – CONSTRUCT A PROPOSED 28' X 30' CONSTRUCTION ENTRANCE CONSISTING OF AN AREA SURFACED WITH CRUSHED GRAVEL OR SAND. THE CONSTRUCTION ENTRANCE SHALL BE PLACED IN A MINIMUM 6" THICK LAYER AND SHALL OVERLAY A LAYER OF FILTER CLOTH MEETING THE SAME REQUIREMENTS AS FOR SILT FENCES. CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION ENTRANCES IN GOOD CONDITION THROUGHOUT THE DURATION OF THE PROJECT AND SHALL REMOVE MUD OR OTHER DEBRIS FROM THE CONSTRUCTION ENTRANCE PERIODICALLY DURING THE PROJECT.
- CONSTRUCTION EQUIPMENT TRACKING – CONTRACTORS SHALL ENSURE THAT NO MUD OR ANY OTHER DEBRIS BE TRACKED ONTO ANY PAVED STREETS IN THE AREA OF THIS PROJECT. SHOULD ANY MUD OR OTHER DEBRIS BE TRACKED ONTO PAVED STREETS, CONTRACTOR SHALL IMMEDIATELY CLEANUP SAME AT HIS OWN EXPENSE.
- SILT SCREENS – CONSTRUCT SILT SCREENS AT LOCATIONS AS SHOWN IN THE PLANS. ALL SILT SCREENS SHALL MEET THE REQUIREMENTS OF CITY STANDARD SPECIFICATION SECTION 907.01. SILT SCREENS SHALL BE INSPECTED THROUGHOUT THE CONSTRUCTION PERIOD ON A WEEKLY BASIS AND SHALL BE REPAIRED/REPLACED AS NECESSARY.
- SOLID WASTE DISPOSAL – ALL TRASH AND DEBRIS WILL BE HAULED TO AN APPROVED LANDFILL. NO CONSTRUCTION WASTE MATERIAL WILL BE BURIED ON SITE. PERSONNEL ARE INSTRUCTED REGARDING SILT FENCES FOLLOW THE PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES SHALL BE POSTED AT THE JOB SITE.
- HAZARDOUS WASTE – NO HAZARDOUS WASTE IS EXPECTED TO BE GENERATED OR ENCOUNTERED IN THIS PROJECT. IN THE EVENT THAT HAZARDOUS WASTE IS ACCIDENTALLY DISCOVERED, ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS OR BY THE MANUFACTURER.
- POLLUTION PREVENTION – THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORE WATER RUNOFF. AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THIS JOB. ALL MATERIALS STORED ONSITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND IF POSSIBLE, UNDER A ROOF OR OTHER ENCLOSURE. PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL. SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER. WHENEVER POSSIBLE, ALL OF THE PRODUCT WILL BE USED UP BEFORE DISPOSING THE CONTAINER. MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED. THE SITE SUPERINTENDENT SHALL INSPECT DAILY TO ENSURE PROPER USE AND DISPOSAL OF MATERIALS ONSITE. FUELING OF CONSTRUCTION VEHICLES SHALL BE MADE A MINIMUM OF 200' AWAY FROM ANY DRAINAGE INLET OR SWALE.
- PAY FOR SILT SCREEN FENCES, STABILIZED CONSTRUCTION ENTRANCE AND POLLUTION PREVENTION MEASURES OF ALL TYPES IN UNIT PRICE OF "STORM WATER POLLUTION PREVENTION".
- CONTRACTOR SHALL ENSURE DUST ON THE SITE IS CONTROLLED (NOT ALLOWED TO BLOW TO ADJACENT PROPERTY) BY DAMPENING DURING CONSTRUCTION.
- CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT ANYWHERE ON THE PROJECT SITE UNLESS THE SURPLUS CONCRETE OR DRUM WASH WATER IN CONCRETE TRUCKS IS DISCHARGED AT A FACILITY ON THE CONSTRUCTION SITE THAT WILL RETAIN ALL CONCRETE WASH WATERS OR LEACHATES, INCLUDING ANY WASH WATERS OR LEACHATES MIXED WITH STORM WATER. CONCRETE WASH WATERS AND LEACHATES MAY NOT BE ALLOWED TO ENTER THE MUNICIPAL SEPARATE STORM SEWER SYSTEM, CITY STREETS, THE WATERS OF THE UNITED STATES, OR GROUND WATERS.
- NON-CONCRETE TRUCK VEHICLES SHALL BE WASHED AT THE STABILIZED CONSTRUCTION ENTRANCE IN A MANNER TO REMOVE ALL MUD AND DEBRIS FROM THE TIRES.
- THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) GENERAL PERMIT REQUIRES STABILIZATION MEASURES TO BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAVE TEMPORARILY OR PERMANENTLY CEASED, AND MUST BE INITIATED IMMEDIATELY AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. CONSTRUCTION TEMPORARILY CEASED – IMMEDIATELY MEANS AS SOON AS PRACTICABLE, BUT NO LATER THAN THE END OF THE NEXT WORK DAY, EXCEPT WHERE TEMPORARY STABILIZATION IS INFEASIBLE, BUT TEMPORARY PERIMETER CONTROLS ARE UTILIZED. INSTEAD, THE OPERATOR MUST DOCUMENT WHY STABILIZATION IS INFEASIBLE AND DEMONSTRATE THAT PERIMETERS CONTROLS WILL RETAIN SEDIMENT ONSITE. CONSTRUCTION PERMANENTLY CEASED – IMMEDIATELY MEANS AS SOON AS PRACTICABLE, BUT MORE THAN 14 DAYS AFTER INITIATION, EXCEPT WHERE THE INITIATION OF PERMANENT STABILIZATION MEASURES IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
- ROYAL CREEK ESTATES UNIT 5  
V. 6B, P. 146 & 147, M.R.
- (6) 15
- 15
- 7.5' UE
- 7.5' UE
- SSF
- SSF
- 16
- 17
- 24
- (8)
- (9)



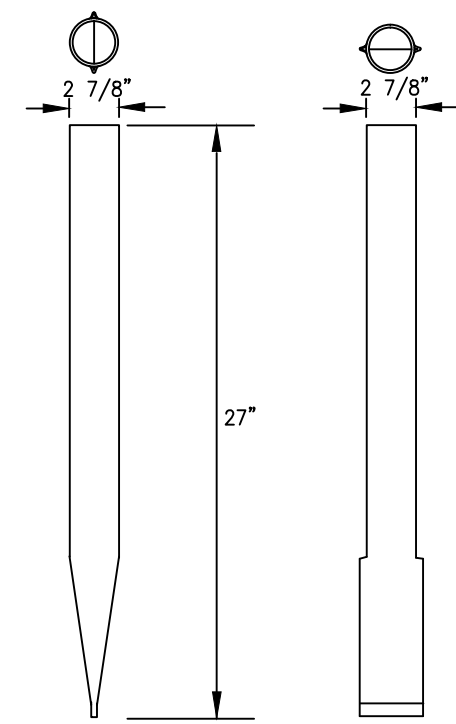


#### POZ-LOC SIGN SUPPORT POST AND SOCKET SYSTEM

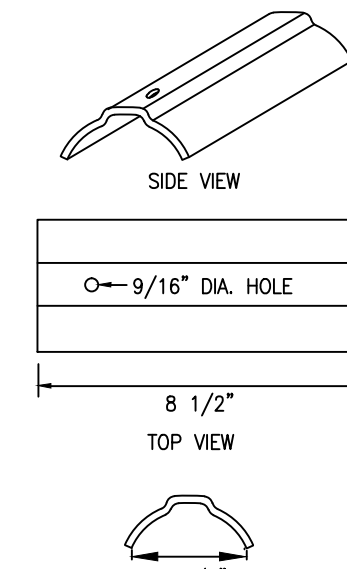
THE POZ-LOC SIGN SUPPORT POST ANCHOR SYSTEM IS A TUBULAR SOCKET SYSTEM DESIGNED TO BE USED FOR TYPE I SMALL TRAFFIC SIGN SUPPORTS. THE ASSEMBLY CONSIST OF:

1. A GALVANIZED 2-3/8" O.D. TRAFFIC SIGN POST WITH A MINIMUM WALL THICKNESS OF .065".
2. A TUBULAR SOCKET 2-7/8" O.D. X 12 GA. WALL THICKNESS X 27" LONG. THE SOCKET IS POINTED TO FACILITATE DRIVING INTO THE GROUND AND TO ACCEPT A STANDARD 2-3/8" TRAFFIC SIGN POST, WHICH INSERTS INTO THE SOCKET.
3. A WEDGE WHICH IS DRIVEN BETWEEN THE SOCKET AND THE POST AND FUNCTIONS TO LOCK THE POST INTO THE SOCKET.

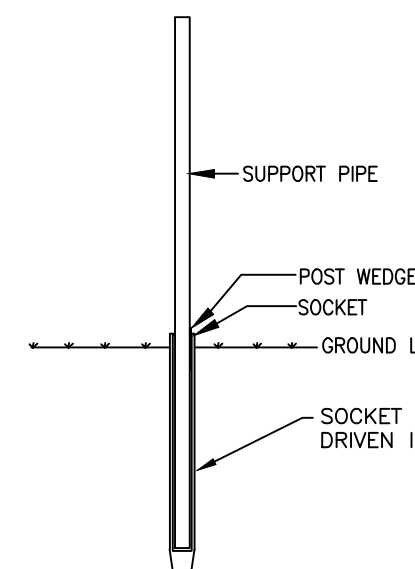
SHOULD THE POST BE DAMAGED, OR OTHERWISE NEED TO BE REMOVED, THE WEDGE CAN BE REMOVED WITH A WEDGE PULLER, ANOTHER POST INSERTED, AND THE WEDGE REPLACE WITHOUT DISTURBING THE FOOTING. THE USE OF A SPECIAL WEDGE PULLER DISCOURAGES VANDALISM OF THE SIGN SYSTEM.



2 7/8" X 2 3/8" SOCKET



2 7/8" X 2 3/8" POST WEDGE



POZ-LOC SOCKET ASSEMBLY

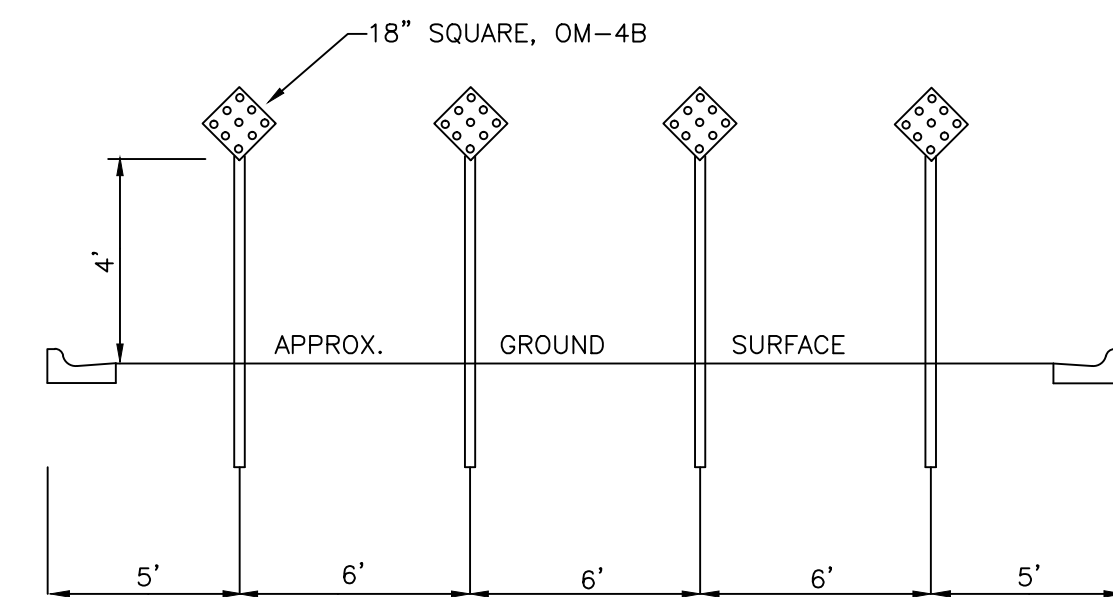
**MATERIAL**

- 2 7/8" O.D. X 12 GA. GALVANIZED TUBING
- ASTM A 787
- WEIGHT 7.2#

**MATERIAL**

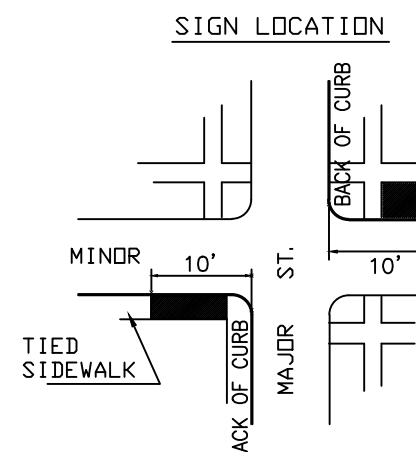
- 3 1/2" X 8 1/2" X 11 GA. GALVANIZED SHEET
- ASTM A - 526 G-90
- WEIGHT 1#

#### POZ-LOC SIGN SUPPORT ASSEMBLY



**DETAIL - END OF ROAD BARRICADE INSTALLATION (TYPE OM - 4B OBJECT MARKERS)**

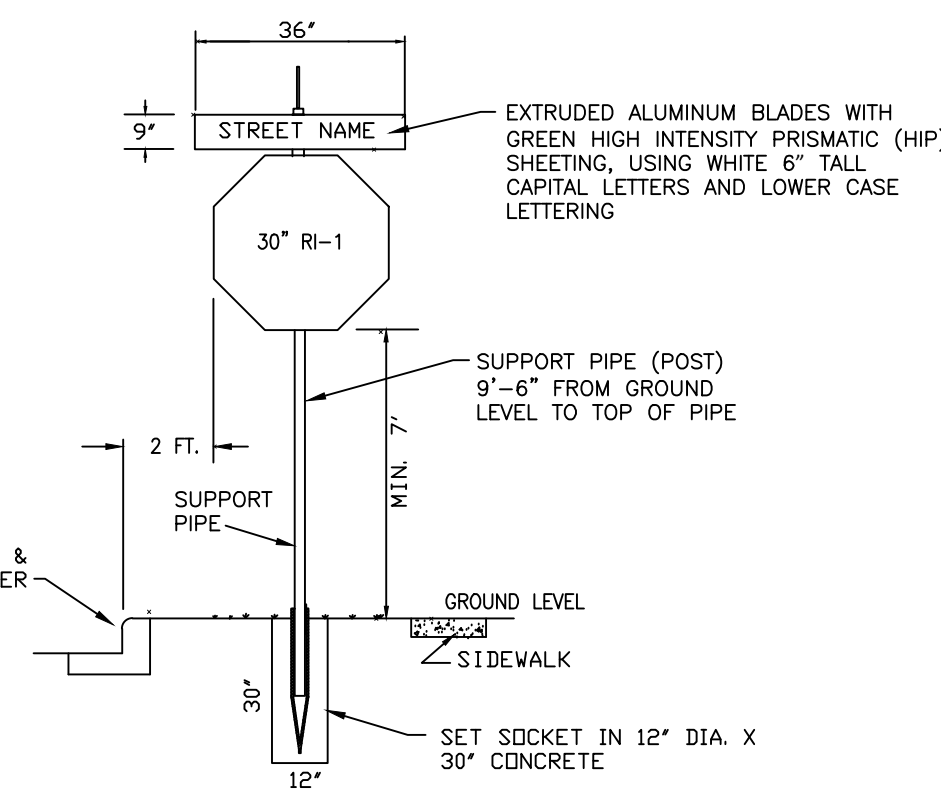
NTS



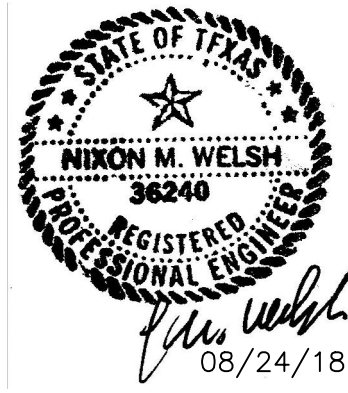
SIGN LOCATION SHALL BE IN THE AREAS SHADED IN THE ABOVE DIAGRAM

#### NOTES:

1. ALL STREET NAME BLADES SHALL BE 9" TALL EXTRUDED ALUMINUM BLADES WITH GREEN HIGH INTENSITY PRISMATIC (HIP) SHEETING, USING WHITE 6" TALL CAPITAL LETTER WITH LOWERCASE LETTERING.
2. TRIANGULAR SLIP BASE SYSTEMS ARE REQUIRED FOR ROADSIDE SIGN SUPPORTS THIS PROJECT.



**STOP SIGN INSTALLATION FOR RESIDENTIAL INTERSECTIONS**



BASS AND WELSH ENGINEERING TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404			
PUBLIC IMPROVEMENTS TO ROYAL CREEK ESTATES UNIT 8 CORPUS CHRISTI, NUECES CO., TX			
STREET & SIDEWALK DETAILS			
DWN. _____	PLOT SCALE: 1" = 50'	COM. NO. _____	STR-DET _____
CHK. N. WELSH	SCALE (H): AS SHOWN	JOB NO. 16022	
	SCALE (V): AS SHOWN		
	DATE PLOTTED 08/24/18	SHEET 5 OF 5	

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

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

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

ROYAL CREEK ESTATES UNIT 8  
12" WATER GRID MAIN REIMBURSEMENT ESTIMATE  
08/24/18

12" WATER GRID MAIN ITEMS REIMBURSABLE BY CITY		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" PVC PIPE	1384	LF	60.00	\$83,040.00
2	12" CAP TAPPED FOR 2"	1	EA	350.00	350.00
3	12" TEE	4	EA	850.00	3,400.00
4	CRUSHED STONE EMBEDMENT FOR 12" WATER	1384	LF	30.00	41,520.00
5	DEWATERING FOR 12" WATER	1384	LF	20.00	27,680.00
6	6" PVC PIPE NIPPLE	9	EA	250.00	2,250.00
7	6" GATE VALVE WITH BOX	3	EA	950.00	2,850.00
8	6" 90° ELBOW	3	EA	300.00	900.00
9	FIRE HYDRANT ASSEMBLY	3	EA	4,000.00	12,000.00
SUBTOTAL					\$173,990.00
10% ENGINEERING, SURVEYING & TESTING					<u>\$17,399.00</u>
TOTAL CONSTRUCTION					\$191,389.00
LESS CITY WATER ACREAGE FEE					<u>- \$2,578.26</u>
TOTAL AMOUNT REIMBURSABLE					\$188,810.74

Approved  
W. J. Green P.E.  
William J. Green, P.E.  
DEVELOPMENT SERVICES  
ENGINEER

## Exhibit 4



## **INSURANCE REQUIREMENTS**

### **I. CONTRACTOR'S LIABILITY INSURANCE**

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

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
COMMERCIAL GENERAL LIABILITY <ol style="list-style-type: none"><li>1. Broad Form</li><li>2. Premises – Operations</li><li>3. Products/Completed Operations Hazard</li><li>4. Contractual Liability</li><li>5. Broad Form Property Damage</li><li>6. Independent Contractors</li><li>7. Personal and Advertising Injury</li><li>8. Professional Liability (if applicable)</li><li>9. Underground Hazard (if applicable)</li><li>10. Environmental (if applicable)</li></ol>	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
BUSINESS AUTOMOBILE LIABILITY <ol style="list-style-type: none"><li>1. Owned</li><li>2. Hired &amp; Non-owned</li><li>3. Rented &amp; Leased</li></ol>	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION (for paid employees)	Which Complies With The Texas Workers' Compensation Act And Paragraph II Of This Exhibit.
EMPLOYER'S LIABILITY	\$500,000 / \$500,000 / \$500,000
PROPERTY INSURANCE	Contractor shall be responsible for insuring all owned, rented, or leased personal property for all perils.

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

## II. ADDITIONAL REQUIREMENTS

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

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

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

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



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

### DISCLOSURE OF INTERESTS

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

NAME: MPM Development, LP

STREET: PO Box 331308

CITY: Corpus Christi

ZIP: 78463

FIRM is: ☒ Corporation ☐ Partnership ☐ Sole Owner ☐ Association ☐ Other \_\_\_\_\_

### DISCLOSURE QUESTIONS

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

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

Name

Job Title and City Department (if known)

N/A

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

Name

Title

N/A

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

Name

Board, Commission, or Committee

N/A

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

Name

Consultant

N/A

### CERTIFICATE

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

Certifying Person: Mossa (Moses) Mostaghani  
(Print)

Title: General Partner

Signature of Certifying Person: 

Date: 10-15-18

### 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.