

**CR 36 BRIDGE IMPROVEMENT PROJECT  
INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF ROBSTOWN, NUECES COUNTY DRAINAGE DISTRICT #2 &  
NUECES COUNTY**

THE STATE OF TEXAS       §

COUNTY OF NUECES       §

**THIS INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is made by and between the CITY OF ROBSTOWN, TEXAS ("**City**"), a Texas municipal corporation and home-rule city, acting by and through its duly authorized City Secretary or designee upon authority of its governing body, the Robstown City Council, NUECES COUNTY DRAINAGE DISTRICT #2 ("**District #2**"), a political subdivision of the State of Texas, acting by and through its duly authorized Director or designee upon authority of its governing body, and NUECES COUNTY, TEXAS ("**County**"), acting by and through its duly authorized County Judge or designee upon authority of its governing body, the NUECES COUNTY COMMISSIONERS COURT, pursuant to and in accordance with the provisions of Chapter 791, as amended, Texas Government Code.

**WITNESSETH**

**WHEREAS**, County Road 36 bridge located on CR36 between Martin Marietta and the Flatiron Precast yard in the City of Robstown is in need of replacement; and,

**WHEREAS, COUNTY, CITY and DISTRICT #2** are governmental entities and have the same governmental functions, to provide adequate and good quality drainage of their respective improvements within their jurisdictions;

**WHEREAS**, the County Road 36 bridge, is traveled by numerous county residents providing a connection to other areas of the County;

**WHEREAS**, for the mutual benefit of the parties and the residents of the District #2, City and County (herein "Parties"), the Parties desire to fund and provide bridge replacement for County Road 36 located on CR36 between Martin Marietta and the Flatiron Precast yard in the City of Robstown("Project"); and

**WHEREAS**, Texas Government Code Chapter 791 authorizes the Parties to enter into this Agreement; and

**WHEREAS**, the District #2 will perform, or cause to be performed, the Project activities, including planning and alignment, design, construction therefore; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the Parties do agree as follows:

**AGREEMENT**

**SECTION 1. PURPOSE FOR PARTICIPATION.**

For the mutual benefit of the parties and the residents of District #2, City, and County, Parties desire to outline the terms by which each party will contribute to the Project.

## SECTION 2. OBLIGATIONS OF THE PARTIES.

For and in consideration of the covenants and agreements of the parties set forth herein, City and County agree to contribute to the Project costs necessary to facilitate the CR 36 bridge replacement located on CR36 between Martin Marietta and the Flatiron Precast yard in the City of Robstown(heretofore defined as the "Project," also referred to herein as the "Work"). The Project limits are shown in the attached Exhibit "A."

- a) Funding. County, District #2, and City agree to each contribute up to **\$88,996.17, for a total of \$266,988.51** for costs associated with the Project ("Project Funds"), including but not limited to engineering services to design and prepare construction plans, easements, property and land acquisition, drainage adjustments, utility relocation, storm water improvements, legal expenses, advertising, printing, and miscellaneous expenses. District #2 and City may provide funding through in-kind construction services.
- b) Payments. The County will reimburse District #2 for Project expenses incurred by District #2 up to an amount of \$88,996.17, upon receipt of paid invoices, itemized and accompanied by supporting documentation. All invoicing shall be done through District #2. Nothing in this Agreement may be construed to require or cause the County to pay an amount exceeding \$88,996.17 for the Project.
- c) Maintenance. City will maintain the bridge constructed/improved under this Agreement. This paragraph will survive expiration of this Agreement.
- d) Payment Dates. District #2 will provide the County with the necessary invoices on a monthly basis in accordance with this Agreement after this agreement is signed. County will provide reimbursement or payment pursuant to the terms of this Agreement for necessary Project costs within 30 days from the date of receipt of District #2 invoice submitted. County will be invoiced for expenses as incurred for reimbursement up to \$88,996.17.
- e) Contract Management and Administration. Testing. District #2 will be responsible for all planning, design and construction activities, including all contract administration for the Project. District #2 will coordinate with City for all in-kind construction services. District #2 will provide construction observation, management and inspection services and provide, through an independent third-party provider, the necessary geotechnical services, engineering materials inspection, testing and laboratory services. Upon completion of construction City shall obtain clearance from the Texas Department of Transportation regarding bridge use.
- f) Construction terms and conditions. In performing any construction for this Project, District #2 agrees to comply with terms outlined on Exhibit B, as applicable.

## SECTION 3. TERM OF AGREEMENT.

The term of this Agreement shall be from the date signed and authorized by the parties until the completion of the two-year warranty period and City's and District #2's final acceptance of the Work. This Agreement may be extended upon written agreement of the parties; however the parties hereby agree to automatically extend this Agreement beyond the Term for as long as necessary if delays or problems in the Project occur.

**SECTION 4. MISCELLANEOUS.**

- a) Payments. Any payment made by either party hereto for any of the services provided pursuant to this Agreement shall be made out of current revenues available to the County as required by Chapter 791, Texas Government Code, or any other manner permitted by law, as permitted by and in accordance with Chapter 791, as amended, Texas Government Code.
- b) Severability. In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either County or City in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.
- c) Entire Agreement. This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.
- d) Written Amendment. This Agreement may be amended only by written instrument duly executed on behalf of each party. The authorized representatives may execute minor amendments without obtaining prior approval from their respective governing bodies if the minor amendment would change neither the amounts nor the responsibilities agreed to by either party under this original Agreement.
- e) Notices. All notices required or permitted must be in writing and will be deemed delivered when actually received or, if earlier, on the fifth business day (5th) following deposit in a United States Postal Service post office or receptacle with proper postage affixed, certified mail, return receipt requested, addressed to the respective other party at the address prescribed below, or at such other address as the receiving party may have prescribed by notice to the sending party. The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

CITY

City of Robstown Attn: City Mayor

COUNTY

Nueces County  
Attn: County Engineer 901 Leopard St.  
Corpus Christi, Texas 78401

w/ copy to:  
County Judge  
901 Leopard Room 303 Corpus Christi, Texas 78401

NUECES COUNTY DRAINAGE DISTRICT #2

603 East Avenue A  
Robstown, TX 78380

- f) Non-Waiver. Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
- g) Successors. This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the District #2, , or any officer, agent or employee of the City, or any County Commissioner, officer, agent or employee of the County.
- h) No Waiver of Immunity. No party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents and representatives as a result of its executing this Agreement and performance of its covenants.
- i) No Third Party Beneficiaries. No provision of this Agreement is intended or may be construed to confer upon or give to any person or entity other than the signatories to this Agreement any rights, remedies or other benefits under or by reason of this Agreement.

**IN WITNESS** HEREOF, the Parties have made and executed this Agreement in multiple copies, each of which is an original.

**CITY OF ROBSTOWN**

**NUECES COUNTY, TEXAS**

Print: \_\_\_\_\_ - Date \_\_\_\_\_

Barbara Canales \_\_\_\_\_ Date \_\_\_\_\_  
County Judge

ATTEST:

\_\_\_\_\_  
Date  
City Secretary

\_\_\_\_\_  
Kara Sands \_\_\_\_\_ Date \_\_\_\_\_  
County Clerk

**NUECES COUNTY DRAINAGE DISTRICT #2**

Print: \_\_\_\_\_ Date: \_\_\_\_\_

ATTEST:

Print: \_\_\_\_\_ Date: \_\_\_\_\_



## Exhibit B

### Terms regarding construction of CR 36 Bridge Improvements

A. When constructing the Improvements, the plans and specifications shall be prepared by Texas state-licensed engineer(s).

B. To extent applicable, the contractors who are awarded contracts for construction of the Improvements shall furnish the following bonds by surety companies authorized to do business in Texas:

1. **Payment Bond** - A payment bond in the amount of One Hundred Percent (100%) of the contract for construction of the Improvements shall be furnished for the protection of all persons, firms and corporations who may furnish materials or perform labor.
2. **Performance Bond** - A performance bond in the amount of One Hundred Percent (100%) of the contract for construction of the Improvements shall be furnished covering the faithful performance of the contract.

C. To extent applicable, all construction agreements for the Improvements shall include the following provisions:

1. Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless the City of Robstown, Nueces County Drainage District #2 and Nueces County and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by error, omission, or negligent act of contractor, its officers, agents, employees, subcontractors, invitees or any other person, arising out of or in connection with the performance of this agreement, and contractor shall at his or her own cost and expense defend and protect the City and County and District #2 from any and all such claims and demands.
2. Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless the City of Robstown, Nueces County Drainage District #2 and Nueces County and all of its officials, officers, agents and employees from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, damages to, or loss of use of any property, rising out of or in connection with the performance of this agreement. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of action arise in whole or in part from the negligence of the City of Robstown, Nueces County Drainage District #2 or Nueces County, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City of Robstown, Nueces County Drainage District #2, and Nueces County from the consequences of the City of Robstown's, Nueces County Drainage District #2's, or Nueces County's own negligence, where that negligence is a sole or concurring cause of the injury, death or damage.

3. In any and all claims against any party indemnified hereunder by any employee of contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for contractor or any subcontractor under workman's compensation or other employee benefit acts.

E. To extent applicable, the contractor shall furnish insurance in such amounts as specified below and include in all construction agreements for the Improvements the following language:

1. Prior to commencement of any activity on Nueces County property, contractor shall purchase and maintain during the term of this contract, at its own expense, hereinafter stipulated minimum insurance with companies duly authorized to do business in the State of Texas. Contractor shall not allow any subcontractor to commence work until all similar insurance of the subcontractor has been obtained. All insurance policies provided under this Agreement shall be written on an "occurrence" basis.

Workers' Compensation as required by law.

Employer's Liability Insurance of not less than \$500,000.00 for each accident \$500,000.00 disease for each employee, \$500,000.00 disease as policy limit.

Commercial General Liability Insurance, including Independent Contractor's Liability, Products/Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this contract, fully insuring Contractor's liability for injury to or death of employees of the City / County, District #2 and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.

Comprehensive Automobile and Truck liability Insurance, covering owned, hired and non-owned vehicles, with a combined single limit of \$1,000,000 per occurrence.

Builder's Risk. The contractor shall purchase an All Risk builder's risk policy in the amount of the construction cost for the duration of this project.

2. It is agreed by all parties to this Agreement that the insurance required under this Agreement shall:
  - a. Be written with the City of Robstown, Nueces County Drainage District #2, and Nueces County as additional insured on applicable policies and that the policy phrase "other insurance" shall not apply to the City of Robstown/ Nueces County Drainage District #2/Nueces County where the City of Robstown/ Nueces County Drainage District #2/ Nueces County is an additional insured shown on the policy.
  - b. Provide for thirty (30) days written notice of cancellation to the City of Robstown, Nueces County Drainage District #2 and Nueces County, material change or any other cause.

- c. Be written through companies duly authorized to transact that class of insurance in the State of Texas.
- d. Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Robstown, Nueces County Drainage District #2 or Nueces County, it being the intention that the required insurance policies shall protect all parties to the Agreement and be primary coverage for all losses covered by the policies.

F. All work to be performed, including all workmanship and materials, shall be of first-class quality and shall be performed in full compliance and in accordance with all federal, state and local laws, ordinances, codes and regulations, and such work shall be subject to Nueces County Drainage District #2 inspection during the performance thereof and after it is completed.