

THE STATE OF TEXAS §

COUNTY OF NUECES §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
AND THE CITY OF CORPUS CHRISTI
FOR SAM RANKIN STREET UPGRADES**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made by and between the CITY OF CORPUS CHRISTI, TEXAS (“City”), a municipal corporation and home-rule city of the State of Texas, acting by and through its governing body, the City Council, and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (“PCCA”), acting by and through its governing body, the Port Commission.

WHEREAS, the Port of Corpus Christi has been designated as one of 22 Strategic Military Seaports in the nation; and

WHEREAS, one of the major responsibilities of a strategic military seaport is to be prepared to make the port and its facilities available within short notice for the deployment of military forces and supplies in support of Department of Defense (“DOD”) operations; and

WHEREAS, Sam Rankin Street provides access to the heavy cargo dock used to deploy military forces and supplies at the Port of Corpus Christi; and

WHEREAS, Sam Rankin Street has been rated in poor condition and is in need of reconstruction to enhance the military value of the Port of Corpus Christi; and

WHEREAS, the City and PCCA desire to cost share the funding of the engineering, design, roadway construction and utilities work to facilitate the reconstruction of Sam Rankin Street from Port Avenue to West Broadway Street (the “Project”), and to define the respective maintenance responsibilities for the roadway and utilities as provided in this Agreement; and

WHEREAS, the City has been approved for Project funds through the Texas Military Value Revolving Loan Fund; and

WHEREAS, this Agreement is made pursuant to Chapter 79I, Texas Government Code;

NOW, THEREFORE, BE IT AGREED BY THE PORT AUTHORITY OF NUECES COUNTY, TEXAS AND THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. PROJECT SCOPE.

Roadway Limits. The PCCA limit of ownership for Sam Rankin is from the south edge of Port Avenue right-of way to the centerline of Brewster Street right of way. The City limit of ownership of Sam Rankin is from the centerline of Brewster Street right of way to West Broadway right of way. See **Exhibit A** attached hereto.

Sam Rankin Street Reconstruction. Sam Rankin Street will be reconstructed from Port Avenue to West Broadway Street with a 28 foot wide road section, to include curb and gutter, storm water drains, and subsurface storm water sewer system connected to existing systems at the project limits. The paved section shall be designed for anticipated traffic loads.

Optional Upgrade. PCCA, at PCCA's discretion, reserves the right to increase the width of the roadway section to a 32 foot wide road section from Port Avenue to Resaca Street in order to access PCCA Property located on either side of the Sam Rankin Street Right of Way.

Utilities. The City, at City's sole discretion, shall determine the need for, and extent, of upgrades necessary for existing potable water, sanitary sewer, and natural gas utilities located within the limits of construction along the Sam Rankin Street Right of Way.

SECTION 2. OBLIGATIONS OF CITY AND PCCA.

For and in consideration of the covenants and agreements of the parties set forth herein, City and PCCA agree to participate in the funding of costs, including engineering, construction and maintenance, related to the reconstruction of the roadway, drainage features, and utilities within the Sam Rankin Street Right-of-Way, as described herein, as follows:

- (a) Total Project Cost. City and PCCA agree to pay their respective pro rata share based on the respective lengths of roadway ownership (40 percent PCCA and 60 percent City). See **Exhibit B** attached hereto.

Total project cost is estimated to be **\$1,725,383.39**, which includes design fees, street and drainage improvements, utility improvements and a contingency fee. The Port shall not be responsible for water, waste water or gas improvements within the project limits. The Port's share of the estimated project costs is **\$464,941.64**. The City's share of the estimated project costs is **\$1,260,441.76**. The parties acknowledge that the above amounts are estimates only, and that the final costs will be determined upon completion of the Project.

- (b) Roadway and Drainage Design. City and PCCA agree to pay their respective pro rata share for the engineering services to design the upgraded pavement section for

Sam Rankin Street and related drainage improvements. Roadway and drainage design is to be completed by a professional engineering firm mutually acceptable to both parties. PCCA will, at PCCA's sole expense and in coordination with the City, manage the design for the roadway and drainage features.

If PCCA chooses to exercise its option to increase the width of the roadway section to 32 feet to service PCCA property along the Sam Rankin Street Right-of-Way, PCCA's percentage of design costs shall increase to 45 percent and the City's share decrease to 55 percent.

- (c) Utility Designs. City will, at City's sole expense, provide designs for potable water, sanitary sewer, and natural gas utility upgrades determined to be necessary within the construction limits.
- (d) Payment of Engineering Fees. Upon the receipt and acceptance of mutually acceptable final designs and construction plans and specifications, PCCA will invoice the City for the City's portion of the design costs incurred by PCCA, including the cost for any mutually agreed amendments. City will pay PCCA within 60 days of the receipt of the invoice for design costs.
- (e) Roadway and Drainage Construction. City and PCCA agree to pay for the construction of roadway and drainage improvements within their respective limits of ownership.

If PCCA chooses to exercise its option to increase the width of the roadway section to 32 feet from Port Avenue to Resaca Street, PCCA will pay for roadway and drainage construction costs associated with increasing the road width to 32 feet within the City's Right-of-Way.

- (f) Utility Construction. City agrees to pay the construction costs for the upgrade of potable water, sanitary sewer, and natural gas utilities within the limits of the Sam Rankin Street construction defined herein.
- (g) Contract Management. PCCA will be responsible for contract administration during the reconstruction of Sam Rankin Street and related utilities, at its expense. City will provide oversight inspections, as needed, at its expense.
- (h) Reimbursement of Construction Costs. City agrees to reimburse PCCA for the costs of construction under the construction contract after the City has reviewed the final bids and approved the final construction contract between PCCA and the selected contractor.
- (i) Construction Payment Dates. PCCA will provide City with monthly payment applications submitted by the construction contractor. Upon City approval of the payment application, within 7 business days after City receives each payment

application, PCCA will invoice City for payment of costs incurred. City will pay PCCA within 60 days of the receipt of the invoice for construction costs.

- (j) 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 PCCA and City as required by Chapter 79, Texas Government Code.
- (k) Roadway and Drainage Maintenance. After the construction warranty period of one year from the acceptance date has expired, City and PCCA will maintain the roadway and drainage improvements within their respective limits of ownership.
- (l) Utility Maintenance. After the construction warranty period of one year from the acceptance date has expired, City will maintain potable water, sanitary sewer, and natural gas utilities within the reconstructed Sam Rankin Street Right of Way.
- (m) Easements. PCCA will grant the City reasonable access to PCCA property or appropriate easements, as upon terms mutually negotiated and agreed by the parties, for the maintenance of utilities on PCCA property within the Sam Rankin Street Right-of-Way.

SECTION 3. TERM OF AGREEMENT.

Initial Term. This Agreement shall be for an initial term of two years, beginning on the latest date of signature executing this agreement. Beyond the initial term, this Agreement is subject to extension from year to year by either party upon written notice provided to the other party at least sixty (60) days prior to the expiration of the initial term or any extension, and agreement of the second party that an extension is warranted and desirable.

SECTION 4. CHANGE ORDERS

- (a) Roadway and Drainage. City and PCCA will be responsible for payment of the cost of change orders for the road work and drainage improvements within their respective limits of roadway ownership, or as defined elsewhere herein. The Port will notify and receive approval from the City of proposed change orders, prior to authorization.
- (b) Utilites. City will be responsible for payment of the cost of change orders related to potable water, sanitary sewer, and natural gas utilities. The Port will notify and receive approval from the City of proposed change orders, prior to authorization.
- (c) Optional Upgrade. PCCA will be responsible for payment of the cost of change orders related to increasing the width of the roadway section to 32 feet from Port Avenue to Resaca Street. The Port will notify and receive approval from the City of proposed change orders, prior to authorization.

SECTION 5. MISCELLANEOUS.

- (a) 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 PCCA or City in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.
- (b) 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.
- (c) Written Amendment. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.
- (d) Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day 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 theretofore 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:

<u>City</u>	<u>PCCA</u>
Valerie Gray, P.E. Executive Director Public Works City of Corpus Christi 1201 Leopard Corpus Christi, Texas 78401	John LaRue Executive Director Port of Corpus Christi Authority P. O. Box 1541 Corpus Christi, Texas 78403

- (e) 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.
- (f) 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 City or Reinvestment Zone or any Port Commissioner, officer, agent or employee of District.

- (g) No Waiver of Immunity. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

(Signatures are on the next page.)

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

CITY OF CORPUS CHRISTI

PORT OF CORPUS CHRISTI
AUTHORITY

Executive Director Public Works Date

Executive Director Date 3/19/15

ATTEST:

City Secretary Date

APPROVED AS TO FORM:

Assistant City Attorney Date

EXHIBIT A – Aerial Map of Project Limits

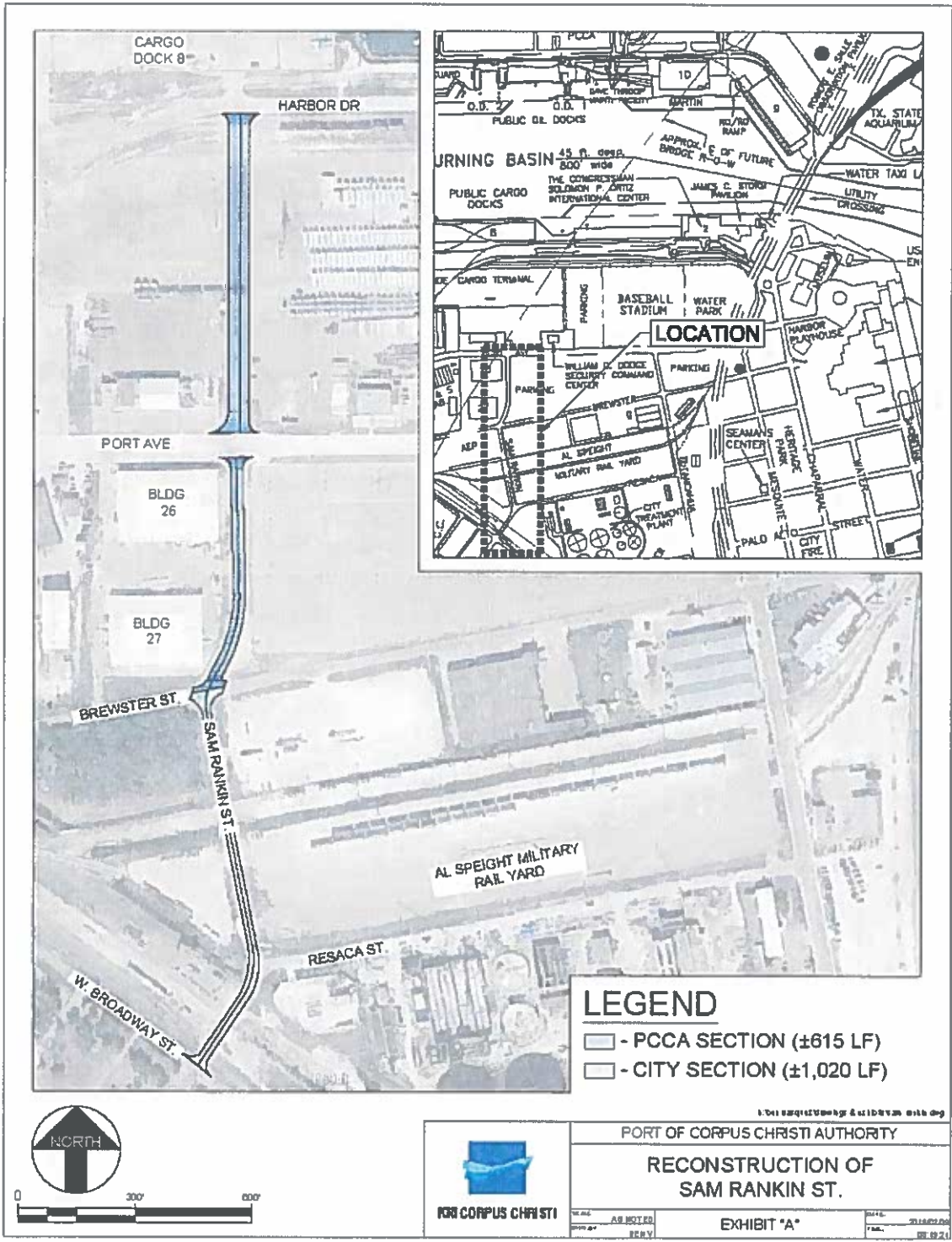


EXHIBIT B – Project Costs

Port Corpus Christi
Sam Rankin St.
(N. Port Ave. to W. Broadway St.)

Fee Breakdown

Item	Description	Funding Source						Total
		Street (POCC)	Street (City CC)	Storm Water (POCC)	Storm Water (City CC)	Water Dept.	Wastewater Dept.	
A	Basic Services							
1	Design Phase	\$ 26,562.70	\$ 39,844.05	\$ 9,364.61	\$ 14,046.91	\$ 22,060.90	\$ 21,229.54	\$ 133,108.72
2	Bid Phase	\$ 1,562.51	\$ 2,343.77	\$ 550.86	\$ 826.29	\$ 1,297.70	\$ 1,248.80	\$ 7,829.92
3	Construction Phase	\$ 3,125.02	\$ 4,687.54	\$ 1,101.72	\$ 1,652.58	\$ 2,595.40	\$ 2,497.59	\$ 15,659.85
	Basic Services Total	\$ 31,250.24	\$ 46,875.36	\$ 11,017.18	\$ 16,525.78	\$ 25,954.01	\$ 24,975.93	\$ 156,998.49
B	Additional Services							
	Topographic Survey		\$ 2,800.00					\$ 2,800.00
	Additional Services Total	\$ -	\$ 2,800.00	\$ -	\$ -	\$ -	\$ -	\$ 2,800.00
	Total	\$ 31,250.24	\$ 49,675.36	\$ 11,017.18	\$ 16,525.78	\$ 25,954.01	\$ 24,975.93	\$ 159,398.49
C	Estimated Construction Cost including 15% Contingencies (2015 Dollars):							
		\$ 312,502.38	\$ 468,753.57	\$ 110,171.84	\$ 165,257.76	\$ 259,540.05	\$ 249,759.30	\$ 1,565,984.90
D	Project Total	\$ 343,752.62	\$ 518,428.93	\$ 121,189.02	\$ 181,783.54	\$ 285,494.06	\$ 274,735.23	\$ 1,725,383.39