

## PARTICIPATION AGREEMENT

STATE OF TEXAS           §

COUNTY OF NUECES       §

THIS PARTICIPATION AGREEMENT (hereinafter "Agreement") is entered into between the City of Corpus Christi, a Texas Home-Rule Municipal Corporation, P. O. Box 9277, Corpus Christi, Texas 78469-9277 (the "City") and Corpus Christi Independent School District, 801 Leopard Street, Corpus Christi, Texas 78403, hereinafter referred to as "Owner".

**WHEREAS**, the Owner owns certain real property located in Nueces County, Texas, being 36.469 acres out of Lots 9 and 10, Section 27, Flour Bluff and Encinal Farm and Garden Tracts (the "Property") as shown on the attached final plat, **Exhibit 1 (attached and incorporated)**, and Owner desires to plat the Property designated on **Exhibit 1** as Lot 1, Block 1, CCISD – Southside Middle School Tract, hereinafter referred to as "Plat"; and

**WHEREAS**, as a condition of the Plat, Owner is required to extend and construct Ennis Joslin Road from its existing terminus, approximately one hundred sixty (160) feet north of Master Ditch 29, south to Master Ditch 29 and including bridge improvements as depicted on and in accordance with the improvement requirements set forth on **Exhibit 2** (the "Roadway Extension"); and

**WHEREAS**, it is in the best interests of the City to have the public street infrastructure installed by Owner in conjunction with the Owner's final plat; and

**WHEREAS**, Chapter 212 of the Texas Local Government Code authorizes a municipality to make a contract with an Owner of a subdivision or land in the municipality to construct public improvements related to the subdivision or land; and

**WHEREAS**, this Agreement complies with Texas Local Government Code § 212.071 et seq. and the Unified Development Code, Section 8.4.1 (A).

**NOW, THEREFORE**, in order to provide a coordinated public street construction project, the City and Owner agree as follows:

Subject to the terms of this Agreement and the Plat, Owner will construct the Roadway Extension for and on behalf of the City in accordance with the plans and specifications as are approved by the City Engineer on behalf of the City.

The parties acknowledge and confirm the Preliminary Reimbursement Cost Estimate for construction of the Roadway Extension **Exhibit 3 (attached and incorporated)** (the "Cost Estimate"). Subject to the limitation below, Owner shall pay a portion of the costs of construction of the bridge improvements. Subject to the limitation set forth below, the City shall pay the remaining portion of the costs of construction of the bridge improvements plus the Roadway Extension, designated as the total amount reimbursable on the Cost Estimate.

Notwithstanding any other provision of this Agreement, the total that the City shall pay for the City's agreed share of the costs of the Roadway Extension and bridge construction shall not exceed **\$238,496.10**.

The City shall reimburse the Owner the City's agreed costs of the Roadway Extension monthly, based on the percentage of construction completed, upon receipt of Owner's invoice for the work performed. Such reimbursement shall be made payable to:

D. Scott Eliff  
Superintendent of Schools  
Corpus Christi Independent School District  
801 Leopard Street  
Corpus Christi, Texas 78403

The invoices must be paid no later than thirty (30) days from the date of the Owner's invoice. Owner shall submit all required performance bonds and proof of required insurance in accordance with applicable laws. Owner shall submit standard contract documents for review and approval. Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Roadway Extension or promptly notify Owner of any defect, deficiency or other non-approved condition in the progress of the Roadway Extension.

In accordance with Section 212.073, Texas Local Government Code, Owner shall cause the construction contractor that Owner engages to construct the Roadway Extension to execute a performance bond for the construction of the Roadway Construction improvements to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code.

**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 CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PLATTING AND CONSTRUCTION OF THE ROADWAY EXTENSION OF ENNIS JOSLIN ROAD AND BRIDGE CONSTRUCTION DURING THE PERIOD OF CONSTRUCTION, 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 SURVIVES TERMINATION OF THIS AGREEMENT.**

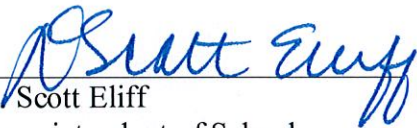
In compliance with City of Corpus Christi Ordinance No. 17112, Owner agrees to complete the Disclosure of Ownership Interests form **Exhibit 4 (attached and incorporated)**.

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

EXECUTED in triplicate originals \*this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**Signatures are found on Pages 4 and 5.**

Corpus Christi Independent School District  
"Owner"

  
D. Scott Eliff  
Superintendent of Schools  
Corpus Christi Independent School District


**THE STATE OF TEXAS §**  
**COUNTY OF NUECES §**

This instrument was acknowledged before me on April 24, 2012, by D. Scott Eliff, Superintendent of Schools, Corpus Christi Independent School District.

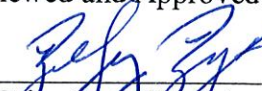
  
Notary Public, State of Texas



Approved as to Legal Form

By:  Date: 4-24-12  
John J. Janssen  
General Counsel for CCISD  
*with permission*  
*for*

Reviewed and Approved for Purchasing Compliance

By:  Date: 4/25/12  
Brian Bray C.P.M.  
Director for Purchasing and Distribution

**CITY OF CORPUS CHRISTI**  
**("City")**  
P. O. Box 9277  
Corpus Christi, Texas 78469  
Telephone: (361) 880-3500  
Facsimile: (361) 880-3501

ATTEST:

By: \_\_\_\_\_  
Armando Chapa  
City Secretary

By: \_\_\_\_\_  
Ronald L. Olson  
City Manager

THE STATE OF TEXAS       §  
COUNTY OF NUECES       §

This instrument was signed by Armando Chapa, City Secretary, for the City of Corpus Christi, Texas, and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State Of Texas

THE STATE OF TEXAS       §  
COUNTY OF NUECES       §

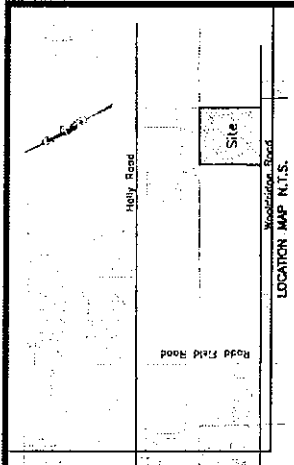
This instrument was signed by Ronald Olson, City Manager, for the City of Corpus Christi, Texas, and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State Of Texas

.....  
APPROVED AS TO FORM: This \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Carlos Valdez, City Attorney

BY: \_\_\_\_\_  
Lilia Castro,  
Assistant City Attorney  
For the City Attorney



State of Texas  
County of Nueces

I, John J. Salazar, a Registered Professional Land Surveyor for the State of Texas, have prepared the foregoing map from a survey made on the ground under my direction and in my presence and to the best of my knowledge, information and belief, I have been engaged under contract to act as a Land Surveyor and to complete such operations with due and reasonable diligence consistent with sound professional practice.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

John J. Salazar, R.L.S.  
Survey License No. 4399

State of Texas  
County of Nueces

This final plat of the herein described property was approved by the Department of Development Services of the City of Corpus Christi, Texas.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Armando Gutierrez, P.E.  
Development Services Engineer

State of Texas  
County of Nueces

This final plat of the herein described property was approved on behalf of the City of Corpus Christi, Texas by the Planning Commission.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Michael S. Sotzelle, A.L.C.P.  
Mayor, Chairman

State of Texas  
County of Nueces

I, Diana T. Barrera, Clerk of the County Court, in and for said County, do hereby certify that the foregoing plat of the herein described property was filed for record in my office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ of \_\_\_\_\_, and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ of \_\_\_\_\_, in said County's Public \_\_\_\_\_ Page \_\_\_\_\_ Map Record.

Witness my hand and seal of the County Court, in and for said County, at office in Corpus Christi, Texas, this \_\_\_\_\_ day and year last written.

My Seal for Record \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
\_\_\_\_\_ 20\_\_\_\_

By \_\_\_\_\_  
Diana T. Barrera, County Clerk  
Deputy

**Plat of**  
**CCISD - Southside**  
**Middle School Tract**  
**Block 1, Lot 1**

being 36.493 acres out of Lots 9 and 10, Section 27, Four  
8th & 9th Street Farm & Garden Tracts, a map of which is  
shown in Volume 4, Pages 41-43, Map Records of Nueces  
County, Texas.

- Notes:
- 1.) Total platred area contains 36.493 acres of land. (Includes Street Dedication)
  - 2.) Set 5/8" inch iron rods, 1/4" red plastic cap stamped "URBAN ENGR C.C. TX" at an lot corner, except where noted.
  - 3.) The receiving water for the storm water runoff from this property is the One (1) foot wide concrete gutter on the Holly Road. The TCEQ has categorized the receiving water as "contact recreation" use.
  - 4.) Records based on the southwest boundary of Road Field Road, as monumented on the ground and shown on North 2510 20" East.
  - 5.) By graphic plotting only, this property is in Zone "C" & "B" of the Flood Hazard Map of the State Community Plan Number 43364-D-1-D, City of Corpus Christi, Texas, which was effective date of August 3, 1989 and is not in a Special Flood Hazard Area.

State of Texas  
County of Nueces

Corpus Christi Independent School District, hereby certifies that it is the owner of the lands embraced within the boundaries of the foregoing plat, that it has had said lands surveyed, its plat recorded, and that the map was made for the purpose of description and division.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: Corpus Christi Independent School District

By: Scott Dillif, Superintendent of Schools

State of Texas  
County of Nueces

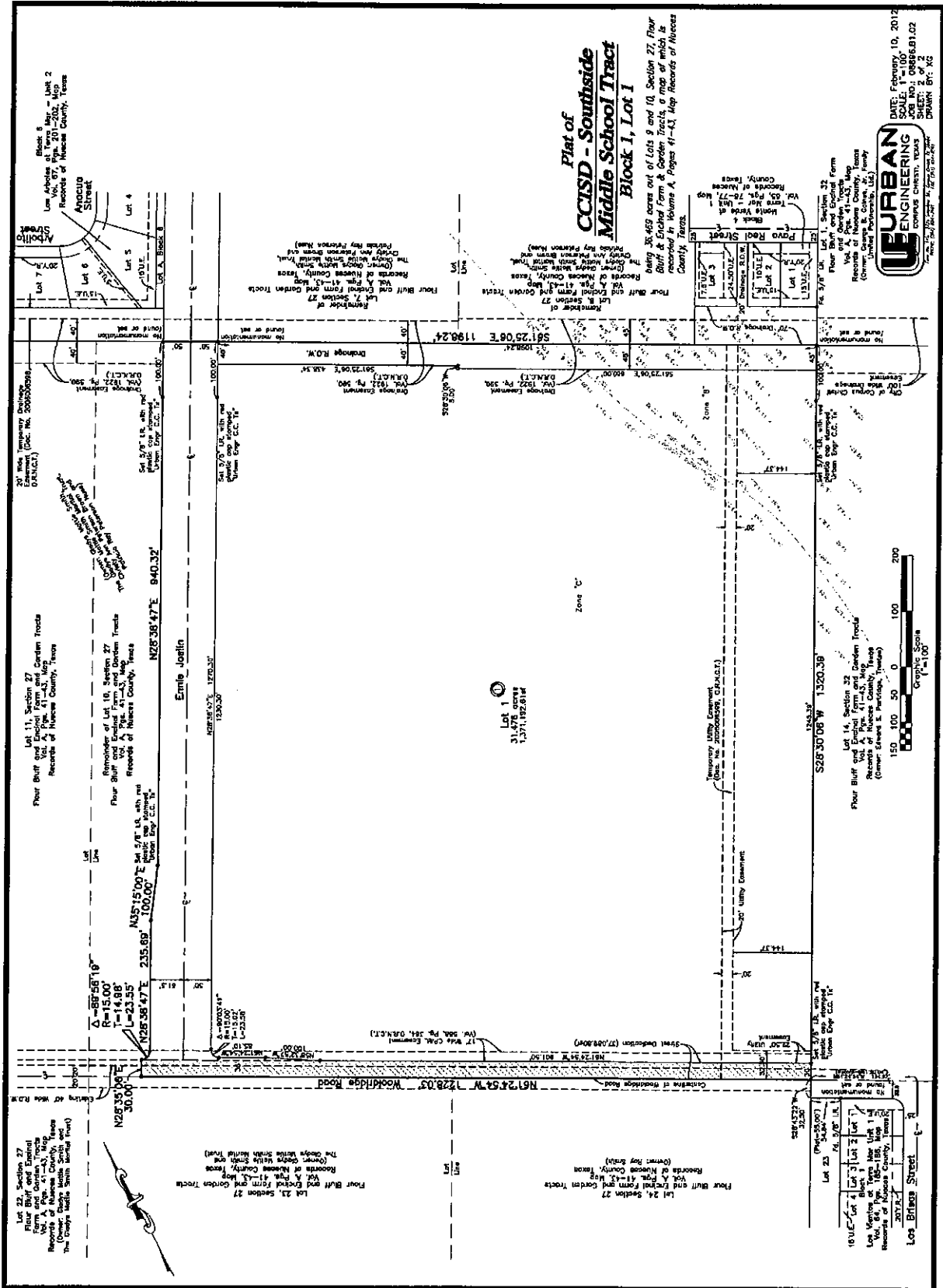
This instrument was acknowledged before me by D. Scott Dillif, as Superintendent of Schools for Corpus Christi Independent School District.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas



DATE: February 10, 2012  
JOB NO.: 08096.B1.02  
SHEET: 1 of 2  
DRAWN BY: XC

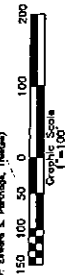


**Plat of  
CCISD - Southside  
Middle School Tract  
Block 1, Lot 1**

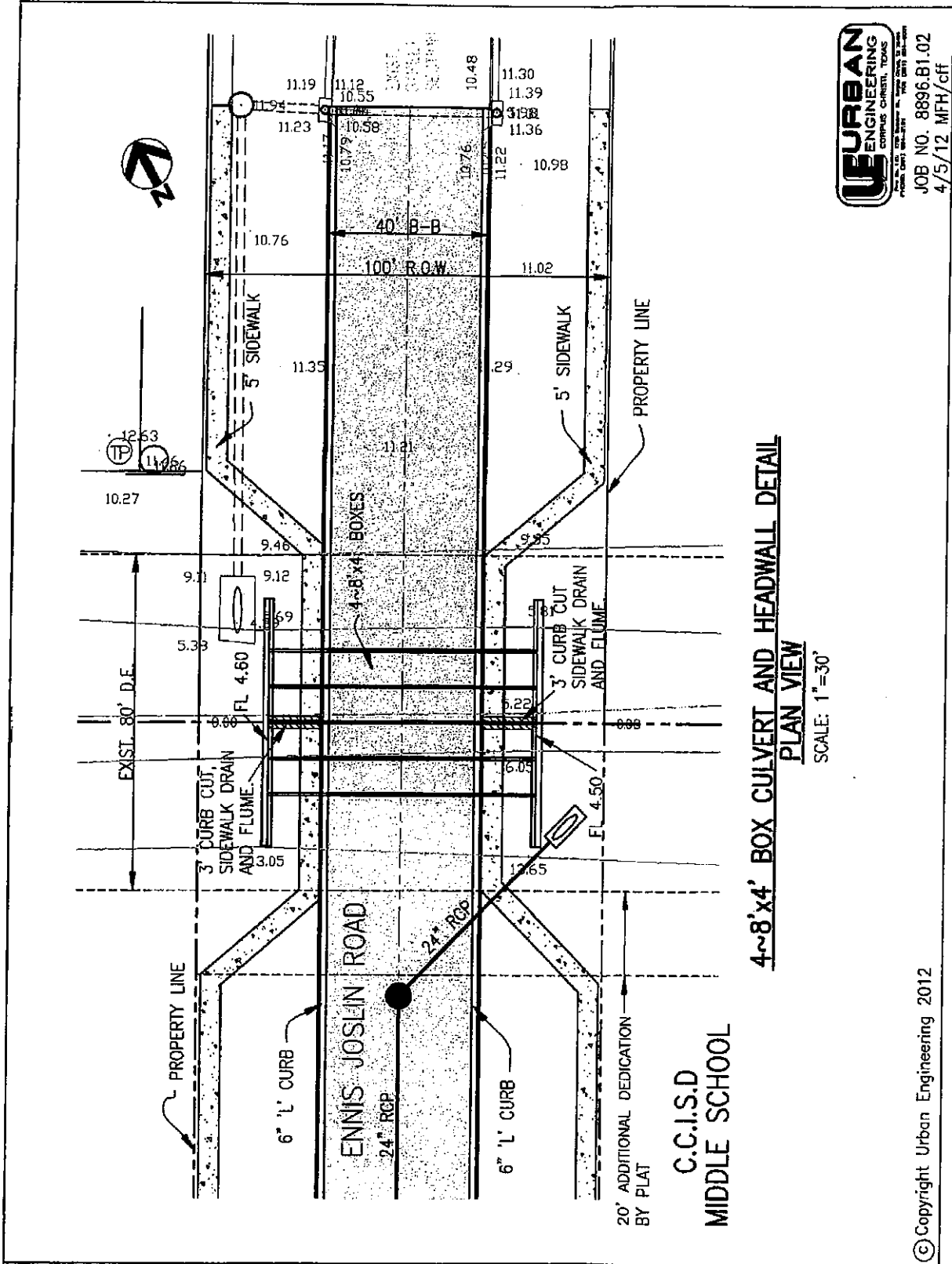
being 30.476 acres out of Lots 9 and 10, Section 27, Four  
Bluff and Enchid Farm & Gordon Tracts, a map of which is  
recorded in Volume A, Pages 41-43, Map Records of Nueces  
County, Texas.



DATE: February 10, 2012  
JOB NO: 1089681.02  
SHEET: 2 of 2  
DRAWN BY: KG



**EXHIBIT 1**



JOB NO. 8896.B1.02  
4/5/12 MFH/cff

**4~8'x4' BOX CULVERT AND HEADWALL DETAIL**

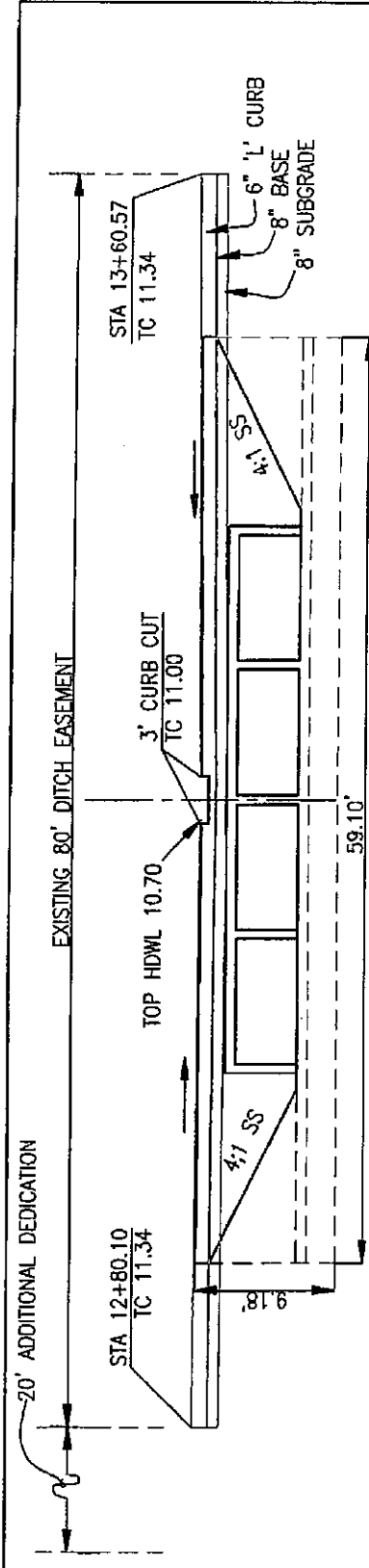
**PLAN VIEW**

SCALE: 1"=30'

C.C.I.S.D  
MIDDLE SCHOOL

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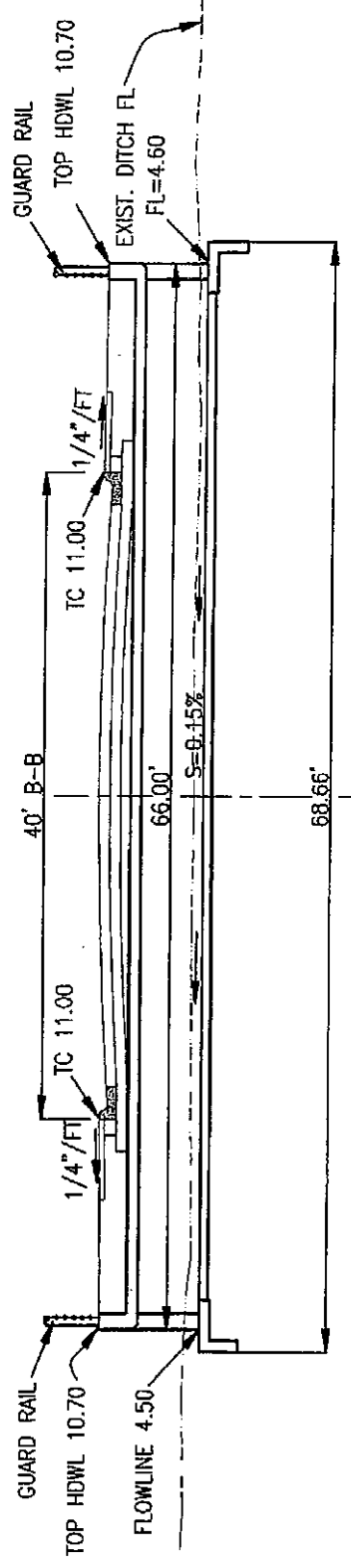




NOTE:  
 SEE T&E DESIGN SHEETS PEDESTRIAN RAIL TYPE PRI,  
 CONCRETE WINGWALLS WITH PARALLEL WINGS FOR BOX  
 CULVERTS TYPES PW-1 AND PW-2 AND MULTIPLE BOX  
 CULVERTS CAST-IN-PLACE 8'-0" SPAN 0' TO 13' FILL  
 MC-8-13.

**4~8'x4' BOX CULVERT AND HEADWALL DETAIL**

**END VIEW**  
 SCALE: 1"=10'



**4~8'x4' BOX CULVERT AND HEADWALL DETAIL**

**PROFILE**  
 SCALE: 1"=10'



JOB NO. 8896.B1.02  
 4/5/12 MFH/cff

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**Preliminary Bridge Construction Estimate  
CCISD SOUTHSIDE MIDDLE SCHOOL TRACT**

April 4, 2012

ITEM	DESCRIPTION	QUAN.	QUAN. + 8%	UNIT	UNIT PRICE	TOTAL COST
<b>BRIDGE ESTIMATE FOR THE ENNIS JOSLIN/DITCH 29 BRIDGE:</b>						
1	2" HMAC Including Prime Coat	480	504	SY	\$13.50	\$6,804.00
2	8" Crushed Limestone Base	480	504	SY	\$13.50	\$6,804.00
3	3" Crushed Limestone Base Under Curb	107	112	SY	\$13.50	\$1,512.00
4	8" Lime Stabilized Subgrade	660	693	SY	\$10.00	\$6,930.00
5	6" 'L' Curb	322	338	LF	\$12.00	\$4,056.00
6	5' Tied Sidewalk	1,680	1,764	SF	\$3.85	\$6,791.40
7	4~8'x4'x40' Box Culverts	1	1	LS	\$57,500.00	\$57,500.00
8	Headwalls	2	2	EA	\$20,000.00	\$40,000.00
9	Handrails	240	252	LF	\$85.00	\$21,420.00
10	Compacted Backfill	1	1	LS	\$21,000.00	\$21,000.00
<b>BRIDGE SUB-TOTAL:</b>						<b>\$172,817.40</b>
<b>ENGINEERING, STAKING &amp; TESTING:</b>						<b>\$17,000.00</b>
<b>TOTAL:</b>						<b>\$189,817.40</b>
<b>BRIDGE REIMBURSEMENT SUMMARY:</b>						
Bridge Bottom Width 32'; Developer Responsibility 7.5' Each Side of Ditch.						
Therefore:						
Developer Funding $7.5/32 \times 100 = 23\% \times \$189,817.40$						\$43,658.00
<b>City Participation*</b> $24.5/32 \times 100 = 77\% \times \$189,817.40$						<b>\$146,159.40</b>
* City will have to fund north side property owner share of bridge cost until such time as it may be recouped from the owner/developer.						
<b>ADDITIONAL PAVING IMPROVEMENTS FOR 80' ENNIS JOSLIN NORTH OF DITCH:</b>						
1	2" HMAC Including Prime Coat	399	419	SY	\$13.50	\$5,656.50
2	8" Crushed Limestone Base	399	419	SY	\$13.50	\$5,656.50
3	3" Crushed Limestone Base Under Curb	34	36	SY	\$13.50	\$486.00
4	8" Lime Stabilized Subgrade	588	617	SY	\$10.00	\$6,170.00
5	6" 'L' Curb	206	216	LF	\$12.00	\$2,592.00
6	5' Concrete Sidewalk	1,030	1,082	SF	\$3.85	\$4,165.70
<b>ENNIS JOSLIN SUB-TOTAL:</b>						<b>\$24,726.70</b>
<b>ENGINEERING, STAKING &amp; TESTING:</b>						<b>\$3,000.00</b>
<b>ENNIS JOSLIN PAVING TOTAL:</b>						<b>\$27,726.70</b>

Urban Engineering  
2725 Swantner  
Corpus Christi, TX 78404  
1-361-854-3101

1 of 2





**CITY OF CORPUS CHRISTI  
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".

FIRST NAME: Corpus Christi Independent School District

STREET: 801 Leopard CITY: Corpus Christi ZIP: 78415

FIRM IS:  1. Corporation  2. Partnership  3. Sole Owner  4. Association  5. Other Political Subdivision

**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)
<u>N/A</u>	<u></u>
<u></u>	<u></u>

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
<u>N/A</u>	<u></u>
<u></u>	<u></u>

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
<u>N/A</u>	<u></u>
<u></u>	<u></u>

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
<u>N/A</u>	<u></u>
<u></u>	<u></u>

**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: Brian Bray C.P.M.  
(Type or Print)

Title: Director for Purchasing and Distribution

Signature of Certifying Person: 

Date: 4/25/12