

AMENDMENT NO. 1
INTERLOCAL AGREEMENT FOR
THE COUNTY ROAD 52 EXTENSION PHASE 1 PROJECT
BETWEEN THE CITY OF CORPUS CHRISTI & NUECES COUNTY

THE STATE OF TEXAS §

COUNTY OF NUECES §

This AMENDMENT NO. 1 to the INTERLOCAL COOPERATION AGREEMENT executed February 2, 2010, for the extension of County Road Phase 1 (“Amendment No. 1”) is made by and between the CITY OF CORPUS CHRISTI, TEXAS (“City”), a Texas municipal corporation and home-rule city, acting by and through its duly authorized City Manager or designee upon authority of its governing body, the Corpus Christi City Council 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, the parties entered into an Interlocal Agreement for Phase 1 of County Road 52 (“CR 52”) Extension on February 2, 2010 (“Agreement”);

WHEREAS, the Agreement provides terms for the extension of CR 52 Phase 1 from US Highway 77 to County Road 69 (“Project”);

WHEREAS, Section 3 of the Agreement provides:

Section 3. TERM OF AGREEMENT

The term of this Agreement shall be from the date signed and authorized by the parties until final acceptance of the Work, which shall be no later than two years from signing of this Agreement. This Agreement may be extended upon written agreement of the parties. If unexpected delays in the Project occur, this Agreement shall extend beyond the two-year term as necessary. The City shall provide the County with the proper justifications for any extension in writing.

WHEREAS, the Project requires completion, the scope of which is attached here as **Exhibit A-1-B** (Phase 1-B), and which invokes the right to extend the Agreement under Section 3 and serves as the City’s required justifications;

WHEREAS, this amends the Agreement to provide for terms for each party to participate and contribute to that part of the Project referred to here as Phase 1-B.

AMENDMENT No. 1
Phase 1-B
for Completion of CR 52 Phase 1

The Agreement is amended as follows:

1. SECTION 2-B. OBLIGATIONS OF CITY AND COUNTY FOR PHASE 1-B TO COMPLETE COUNTY ROAD 52 PHASE 1.

For and in consideration of the covenants and agreements of the parties set forth herein, City and County agree to participate and contribute to the Project costs necessary to facilitate the completion of the construction of improvements to CR 52 from US Highway 77 to County Road 69, more specifically described in **Exhibit A-1-B** ("Phase 1-B").

- a) Funding by County. The County agrees to contribute \$100,000 from its \$1.2 million allocation for costs to complete Phase 1-B of the Project.
 - b) Funding by City. The City agrees to contribute an additional amount not to exceed \$550,000 to complete Phase 1-B the Project.
 - c) Payment Dates. The County will pay up to \$100,000 in total to City within 30 days from the date of receipt of the City's detailed invoice for project funding. City will bill County on a monthly basis for 50% of the Project costs incurred. County shall have the right to review and audit the City's documents concerning Project expenses upon request.
 - d) The City agrees to procure and enter into the necessary contracts for design and construction services, or provide for the required construction services by employing the services of a contractor already contracted to perform similar or same services under an IDIQ contract, to complete Phase 1-B in accordance with Exhibit A-1-B herein attached and incorporated in its entirety. The City further agrees to manage all construction management, observation and inspection services necessary, as well as any further design, materials testing, or geotech services required to complete Phase 1-B.
 - e) The County has reviewed and hereby approves of the scope of the Work detailed in Exhibit A-1-B, as the Work required for the completion of Phase 1-B.
 - f) The County will review and approve of any proposed change orders, inspect and participate in the Walk-Through at Final Inspection, and provide written concurrence of the City's acceptance of the Work.
 - g) The City will ensure the contract documents require the contractor to name the City of Corpus Christi and Nueces County as additional insureds.
 - h) The City will ensure the contract documents include the requirement that the contractor indemnify and holds harmless the City of Corpus Christi and Nueces County.
2. 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.

3. All other terms of the Agreement remain the same and are herein incorporated in their entirety by reference.

IN WITNESS HEREOF, the City and County have made and executed this Amendment No. 1 to the Agreement in multiple copies, each of which is an original.

CITY OF CORPUS CHRISTI

NUECES COUNTY, TEXAS

Mark Van Vleck, Date
Assistant City Manager

Samuel L. Neal, Jr. Date
County Judge

ATTEST:

Rebecca Huerta Date
City Secretary

Kara Sands Date
County Clerk

APPROVED AS TO FORM:

Assistant City Attorney Date

County Attorney Date

Exhibit A-1-B (“Phase 1-B”)

The following work will be completed on all those portions of CR52 between US77 and CR69 where full pavement exists:

1	Street	Mobilization	
2	Street	Glassgrid	18,429 SY
3	Street	Ultra-Fuse Tack Coat	2,765 GAL
4	Street	2"-3" H.M.A.C. Pavement (Type D)(Surface Course)	2,750 TON
5	Street	Full Depth Repair	3,750 SY
6	Street	Reflective Pavement Marking Type I (W)(4")(SLD)	8,620 LF
7	Street	Reflective Pavement Marking Type I (W)(8")(SLD)	282 LF
8	Street	Reflective Pavement Marking Type I (W)(24")(SLD)(STOP LINE)	26 LF
9	Street	Reflective Pavement Marking Type I (Y)(4")(SLD)	7,710 LF
10	Street	Reflective Pavement Marking Type I (Y)(4")(SLD)(dbl)	512 LF
11	Street	Reflective Pavement Marking Type I (Y)(4")(BRK)	2,117 LF
12	Street	Reflective Pavement Marking Type I (W)(ARROW)	4 EA
13	Street	Reflective Pavement Marking Type I (W)(ONLY)	4 EA
14	Street	Type II-A-A Raised Pavement Marker (Reflectorized)	245 EA
15	Street	Type II-C-R Raised Pavement Marker (Reflectorized)	16 EA
16	Street	Traffic Control	1 LS
17	Street	Allowance for unanticipated Additional Repairs, Traffic Controls, etc. (if authorized)	1 LS