

Exhibit B  
Participation Agreement

**PARTICIPATION AGREEMENT**  
**Between**  
**COLLEGE STATION INDEPENDENT SCHOOL DISTRICT and CITY OF**  
**COLLEGE STATION**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **City of College Station**, a Texas home rule municipal corporation (hereinafter "CITY"), and **College Station Independent School District**, a Texas political subdivision (hereinafter "DISTRICT").

WHEREAS, DISTRICT is developing property within the City of College Station, more particularly described as Greens Prairie Elementary School in College Station, Brazos County, Texas (hereinafter "Property") a description of which is attached hereto as **Exhibit A** ; and

WHEREAS, DISTRICT is required and/or desires to construct certain public infrastructure, such as roadways, sidewalks, drainage facilities, deceleration lanes, etc. related to DISTRICT'S proposed development of the Property as an elementary school; and

WHEREAS, CITY is willing and desirous to oversee the construction of certain infrastructure affecting DISTRICT'S development including those public improvements desired or required by DISTRICT to develop its Property; and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes the CITY and the DISTRICT to enter into this Agreement; and

WHEREAS, because of all of the above and in order to comply with CITY'S overall development requirements in an efficient and cooperative manner, both DISTRICT and CITY agree that it is in the best interests of the public for CITY to construct certain identified public infrastructure and to have the DISTRICT participate in said improvements monetarily in a manner as set forth herein; and

WHEREAS, the CITY has reviewed the data, reports and analysis, including that provided by DISTRICT'S engineers, and determined that such public improvements qualify for joint CITY-DISTRICT participation; and

WHEREAS, both parties agree as to the nature and proportion of joint participation as further recited herein and as may be required in accordance with section 212.071 et seq. and Chapter 252 of the Texas Local government Code as well as other applicable law; now therefore

For and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

**I.**  
**DEFINITIONS**

**1.1 Approved Plans** means the plans and specifications that meet the requirements of this Agreement, the City of College Station Codes and Ordinances and any other applicable laws and that have been submitted to, reviewed and approved by the City of College Station relating to the Project.

**1.2 CITY or College Station** means the City of College Station, a Texas home rule municipal corporation whose principle office is located at 1101 Texas Avenue, College Station, Texas 77840.

**1.3 DISTRICT** means **College Station Independent School District**, a Texas political subdivision whose principle office is located at 1812 Welsh, College Station, Texas 77840.

**1.4 Effective Date.** The date on which this Agreement is approved by the last party shall be the date this Agreement goes into effect.

**1.5 Final Completion.** The term "Final Completion" means that all the work on the Project has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved as required, all Letters of Completion and other CITY documentation have been issued for the Project, all reports have been submitted and reporting requirements have been met.

**1.6 Property** means that one certain tract of land generally located on the southwest corner of the intersection of Greens Prairie Trail and Royder Road and as further described in **Exhibit A** attached hereto and incorporated herein and made a part hereof.

**1.7 Project** means the construction of Royder Road south of Greens Prairie Trail and improvements to the pavement and drainage structures along Greens Prairie Trail as detailed in **Exhibit B** attached hereto and incorporated herein by reference.

**II.**  
**DISTRICT COST PARTICIATION**

**2.1 Agree to Participate.** DISTRICT agrees to participate financially in the Project in the maximum amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00) as set forth herein.

**2.2 Public Bidding.** The Project must be competitively bid pursuant to Chapter 252 Texas Local Government Code, as amended and other applicable law.

**2.3 Cost of Project.** CITY'S engineer's detailed cost estimate of the Project is attached hereto and incorporated herein as **Exhibit C**.

**2.4 Application for Payment.** Application for payment by the CITY to the DISTRICT for payment to the CITY shall be made at the following Project milestones:

(1) Once all storm sewer and culverts are installed and tested and the existing roadway material along Royder Road is removed the CITY will request \$75,000 from the DISTRICT for its share of the total cost of the Project.

(2) Once all of the pavement subgrade preparation is complete prior to the installation of base material beneath the asphalt pavement the CITY will request the second \$75,000 installment from the DISTRICT for its share of the total cost of the Project.

(3) Once the installation of the concrete or asphalt pavement is complete the CITY will request the third \$75,000 installment from the DISTRICT for its share of the total cost of the Project.

(4) Once Final Completion of the Project occurs the CITY will request the final \$75,000 installment from the DISTRICT for its share of the total cost of the Project.

**2.5 Time of Payment.** Upon completion of each milestone recited above, CITY shall send a written invoice to DISTRICT. DISTRICT agrees that it will pay same within 30 days of receipt.

### III.

#### GOVERNMENTAL IMMUNITY AND RELEASE

**DISTRICT and CITY are both political subdivisions of the state of Texas and enjoy governmental immunity. By entering into this Agreement, neither DISTRICT nor CITY consents to suit, the waiver of the respective governmental immunity or the waiver of limitation as to damages under the Texas Tort Claims Act.**

**The CITY and DISTRICT each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, arising out of or in connection with the obligations pursuant to this Agreement.**

### IV.

#### PROJECT AND CONSTRUCTION

**4.1 Right to Inspect the Work.** DISTRICT may inspect construction of the Project for compliance with the approved plans during construction. CITY will assign a construction inspector to the Project who will be responsible for ensuring the work and materials furnished are in compliance with the Approved Plans.

**4.5 Requirements of Applicable rules remain.** This Agreement does not alter, amend modify or replace any other requirements contained in the Code of Ordinances, Unified Development Code, or other applicable law.

**V.**

**GUARANTEE OF PERFORMANCE AND PAYMENT**

**Bonding Requirements of City.** CITY shall ensure that the prime contractor of the Project execute to the CITY a performance bond and/or a payment bond as required pursuant to chapter 2253 Texas Government Code.

**VI.**

**GENERAL PROVISIONS**

**6.1 Amendments.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

**6.2 Choice of law and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

**6.3 Authority to enter into Agreement.** Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of DISTRICT represents that he or she is authorized to sign on behalf of DISTRICT and agrees to provide proof of such authorization to the CITY upon request.

**6.4 Agreement read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

**6.5 Notice.** Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or personally delivered to an officer of the receiving party at the following addresses:

**DISTRICT:**

Superintendent  
Dr. Eddie Coulson  
College Station ISD  
1812 Welsh Street  
College Station, Texas 77840

Tele: (979) 764-5455  
E-Mail [ecoulson@csisd.org](mailto:ecoulson@csisd.org)

**CITY:**

City of College Station  
City Manager  
P. O. Box 9960  
College Station, TX 77842

Email <mailto:cmo@cstx.gov>

With a copy to:

City Attorney  
1101 Texas Avenue  
College Station, TX 77842

Email [hcargill@cstx.gov](mailto:hcargill@cstx.gov)

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the party.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

List of Exhibits:

- A A description of the Property
- B A description of the Project
- C Engineer's estimate of the costs of the Project

**DISTRICT:**

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

CITY:

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

**ATTEST:**

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

**APPROVED:**

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Financial Officer  
Date: \_\_\_\_\_





EXHIBIT     A    

**METES AND BOUNDS DESCRIPTION  
OF A  
0.455 ACRE TRACT  
SAMUEL DAVIDSON LEAGUE, A-13  
BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A 46.207 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO COLLEGE STATION INDEPENDENT SCHOOL DISTRICT RECORDED IN VOLUME 8256, PAGE 42 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING AT A 5/8 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF ROYDER ROAD MARKING THE EAST CORNER OF SAID 46.207 ACRE TRACT AND THE NORTH CORNER OF A CALLED 35.39 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO TRAVIS E. NELSON RECORDED IN VOLUME 7178, PAGE 80 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;**

**THENCE: S 43° 00' 43" W ALONG THE COMMON LINE OF SAID TRACTS FOR A DISTANCE OF 24.47 FEET TO A 1/2 INCH IRON ROD SET MARKING THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT;**

**THENCE: N 51° 34' 47" W THROUGH SAID 46.207 ACRE TRACT FOR A DISTANCE OF 808.88 FEET TO A 1/2 INCH IRON ROD SET MARKING THE BEGINNING OF A COUNTER-CLOCKWISE CURVE HAVING A RADIUS OF 35.00 FEET;**

**THENCE: ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 03' 20" FOR AN ARC DISTANCE OF 52.57 FEET (CHORD BEARS: S 85° 23' 33" W - 47.76 FEET) TO A 1/2 INCH IRON ROD SET ON THE SOUTHEAST LINE OF GREENS PRAIRIE TRAIL (100' R.O.W.) MARKING THE END POINT OF SAID CURVE. FOR REFERENCE, A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF GREENS PRAIRIE TRAIL BEARS: S 42° 21' 53" W FOR A DISTANCE OF 2206.90 FEET;**

**THENCE: N 42° 21' 53" E ALONG THE SOUTHEAST LINE OF GREENS PRAIRIE TRAIL FOR A DISTANCE OF 11.34 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 35.00 FEET;**

**THENCE: ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 03' 06" FOR AN ARC DISTANCE OF 52.57 FEET (CHORD BEARS: N 85° 24' 19" E - 47.76 FEET) TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF ROYDER ROAD MARKING THE END POINT OF SAID CURVE;**

**THENCE: ALONG THE SOUTHWEST LINE OF ROYDER ROAD AND THE NORTHEAST LINE OF SAID 46.207 ACRE TRACT FOR THE FOLLOWING CALLS:**

**S 58° 16' 30" E FOR A DISTANCE OF 122.47 FEET TO A POINT;**

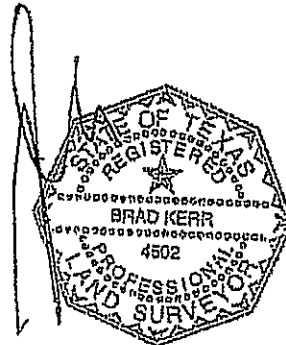
S 51° 21' 14" E FOR A DISTANCE OF 147.09 FEET TO A POINT;

S 51° 34' 47" E FOR A DISTANCE OF 386.33 FEET TO A POINT;

S 51° 21' 17" E FOR A DISTANCE OF 155.01 FEET TO THE POINT OF BEGINNING CONTAINING 0.455 OF AN ACRE OF LAND (19799 SQ. FT.) AS SURVEYED ON THE GROUND MAY, 2007. SEE PLAT PREPARED MAY, 2010, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

C:/WORK/MAB/10-289A.MAB



## Exhibit B

### Description of the Project

Project entails the design and construction of improvements to Greens Prairie Trail and Royder Road south of Greens Prairie Trail. The DISTRICT is presently constructing Greens Prairie Elementary School located on the southwest corner of Royder Road and Greens Prairie Trail. The elementary school is scheduled to open in August 2011. Royder Road south of Greens Prairie Trail is an existing 2-lane asphalt and gravel road, and will provide access to staff parking and the bus entrance at the elementary school. Greens Prairie Trail is currently a 2-lane asphalt road, and will provide access to the student drop-off area at the elementary school.

The DISTRICT completed a traffic impact analysis (TIA) as part of the design of the new facility. The TIA recommended minimal improvements to Royder and Greens Prairie Trail. However, the DISTRICT wants to improve Royder Road to provide more reliable access to site. Additionally, the Unified Development Ordinance requires that the DISTRICT construct a deceleration lane along Greens Prairie Trail to help facilitate traffic into the site.

In addition to the improvements planned by the DISTRICT, the CITY feels a dedicated left turn onto Royder Road south of Greens Prairie Trail and a dedicated left turn lane into the site for westbound traffic along Greens Prairie Trail is necessary to ensure that vehicles turning left into the school do not adversely impact the flow of traffic along Greens Prairie Trail.

These two dedicated left turn lanes into the elementary school will benefit the DISTRICT and improve public safety around the elementary school as this high growth area continues to develop and traffic along Greens Prairie Trail increases.

The improvements to Greens Prairie Trail include the following:

- Dedicated Left Turn Lane into the School Site
- Intersection Improvements at the Greens Prairie Trail & Royder Road Intersection
- Dedicated Right Turn Lane into the School Site
- Drainage Improvements to the existing drainage infrastructure within the Roadway System
- Signage & Striping

The Improvements to Royder Road include the following:

- Removal and disposal of the existing roadway material
- New concrete pavement, curb & gutter, and sidewalks
- Intersection Improvements at the Greens Prairie Trail & Royder Road Intersection

- Underground Storm Sewer
- Signage & Striping

Improvements desired by the DISTRICT:

- Removal and disposal of the existing roadway material along Royder Road south of Greens Prairie Trail.
- New concrete pavement, curb & gutter, and sidewalks along Royder Road south of Greens Prairie Trail.
- Half of the Greens Prairie Trail & Royder Road intersection improvements (new concrete pavement, excludes the new drainage structure to be installed immediately east of the intersection)
- Underground Storm Sewer Royder Road south of Greens Prairie Trail.
- Signage & Striping along Royder Road south of Greens Prairie Trail and at the intersection of Greens Prairie Trail and Royder Road

Improvements the DISTRICT is required to construct according to the requirements of the Unified Development Ordinance:

- Deceleration lane and dedicated right turn lane on Greens Prairie Trail for eastbound traffic
- Striping along Greens Prairie Trail

The DISTRICT accepts responsibility for up to half of the following subsidiary components of the project:

- Engineering design and construction administration
- Traffic control plan
- Storm water pollution prevention plan
- Mobilization

In no event shall the DISTRICT's financial share of the above exceed a total amount of Three Hundred Thousand Dollars and No cents (\$300,000.00).

# EXHIBIT C

Kierulff Ham  
and Associates, Inc.  
updated: 03/27/10

**Preliminary Opinion of Probable Construction Cost**  
**Option II- FULL INTERSECTION**

Project Information				
Name: Roydor Road and Greens Prairie Trail Improvements				
Construction Cost Schedule				
Item Description	Quantity	Unit	Unit Price	Item Cost
<b>Roydor Road</b>				
DEMOLITION/RIGHT-OF-WAY PREPARATION	1	LS	\$ 8,000	\$ 8,000
<b>PAVING</b>				
6" REINFORCED CONCRETE ROADWAY	2,070	SY	\$ 38	\$ 108,920
6" GRAVEL TRANSITION (TYPE A, GRADE I OR II LIMESTONE)	161	SY	\$ 12	\$ 1,912
SUBGRADE - 6" LIME STABILIZED SOIL (6%)	3,200	SY	\$ 7	\$ 22,400
TxDOT Type 7 Barrier Free Ramp	4	EA	\$ 700	\$ 2,800
6' WIDE 4" SIDEWALK	3,890	SF	\$ 5	\$ 19,950
<b>STRIPING AND SIGNAGE</b>				
STRIPING AND SIGNAGE	1	LS	\$ 2,000	\$ 2,000
<b>DRAINAGE</b>				
18" RCP	322	LF	\$ 45	\$ 14,490
24" RCP	320	LF	\$ 55	\$ 17,600
10' CURB INLET	2	EA	\$ 3,600	\$ 7,200
15' CURB INLET	1	EA	\$ 4,200	\$ 4,200
24" S.E.T. HEADWALL	1	EA	\$ 3,000	\$ 3,000
CHANNEL GRADING	60	LF	\$ 20	\$ 1,000
18" CGMP DRIVEWAY CULVERT	0	LF	\$ 25	\$ -
				<b>Subtotal</b>
				\$ 211,172
<b>Greens Prairie Trail Improvements</b>				
<b>Right Turn Lane</b>				
<b>PAVING</b>				
2" ASPHALT	240	SY	\$ 14	\$ 3,360
6" BASE COURSE (TYPE A, GRADE I OR II LIMESTONE)	240	SY	\$ 18	\$ 3,640
SUBGRADE - 6" LIME STABILIZED SOIL (6%)	300	SY	\$ 7.00	\$ 2,100
DEMOLITION/RIGHT-OF-WAY PREPARATION	1	LS	\$ 1,600	\$ 1,600
STRIPING & SIGNAGE	1	LS	\$ 2,000	\$ 2,000
EMBANKMENT IN PLACE	125	CY	\$ 12	\$ 1,600
				<b>Subtotal</b>
				\$ 14,960
				<b>Pre-Allowance Total:</b>
				\$ 226,472
<b>ALLOWANCES</b>				
TRAFFIC CONTROL/SWPP (10.0% OF CONSTRUCTION)	1	LS	\$ 22,547	\$ 22,547
				<b>Subtotal:</b>
				\$ 246,019

<b>Roydor Rd. Greens Prairie Trail</b>				
<b>Intersection Improvements</b>				
DEMOLITION/RIGHT-OF-WAY PREPARATION	1	LS	\$ 10,000	\$ 10,000
EMBANKMENT IN PLACE	75	CY	\$ 10	\$ 750
<b>PAVING</b>				
6" REINFORCED CONCRETE	1,720	SY	\$ 38	\$ 81,920
SUBGRADE - 6" LIME STABILIZED SOIL (6%)	1,900	SY	\$ 7	\$ 13,300
ASPHALT TRANSITION NORTH	125	SY	\$ 14	\$ 1,750
				<b>Subtotal</b>
				\$ 87,720
<b>Greens Prairie Trail Improvements</b>				
<b>Left Turn Lane</b>				
<b>PAVING</b>				
2" ASPHALT	2000	SY	\$ 14	\$ 28,000
6" BASE COURSE (TYPE A, GRADE I OR II LIMESTONE)	2000	SY	\$ 12	\$ 24,000
SUBGRADE - 6" LIME STABILIZED SOIL (6%)	2400	SY	\$ 7	\$ 16,800
DEMOLITION/RIGHT-OF-WAY PREPARATION	1	LS	\$ 5,000	\$ 5,000
STRIPING & SIGNAGE	1	LS	\$ 8,000	\$ 8,000
EMBANKMENT IN PLACE	250	CY	\$ 12	\$ 3,000
<b>Drainage</b>				
6'X10' RCP CULVERT w/STR BACKFILL (3 BARREL)	250	LF	\$ 450	\$ 110,100
HEADWALL WITH SLOPED WINGWALLS	2	EA	\$ 12,500	\$ 25,000
REPLACE EXISTING 24" CGMP WITH 24" RCP w/STR BACKFILL	50	LF	\$ 60	\$ 3,000
24" S.E.T. HEADWALL	2	EA	\$ 3,000	\$ 6,000
				<b>Subtotal</b>
				\$ 234,900
				<b>Pre-Allowance Total:</b>
				\$ 322,820
<b>ALLOWANCES</b>				
TRAFFIC CONTROL/SWPP (10.0% OF CONSTRUCTION)	1	LS	\$ 32,282	\$ 32,282
				<b>Subtotal:</b>
				\$ 354,802
PROJECTIONS (Summary)				
Item Description			Item Cost	
Project Construction Total:			\$ 602,801	
Contingency - 20%			\$ 120,560	
			<b>Total Project Cost:</b>	
			\$ 723,361	

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at the time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposed, bid, or actual construction costs will not vary from the opinion of probable costs.