

**INTERLOCAL AGREEMENT REGARDING  
RELOCATION OF WATER SYSTEM IMPROVEMENTS  
(Sam Bass Road)**

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

**THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (“Agreement”)** is entered into between Brushy Creek Municipal Utility District, a conservation and reclamation district of the State of Texas (the “**District**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the District and the County are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

**Recitals**

**WHEREAS**, the District is the owner of certain waterline improvements located adjacent to Sam Bass Road in Williamson County that it utilizes to transport groundwater to the District’s water treatment plant facility for treatment and subsequent distribution to the District’s customers;

**WHEREAS**, the District’s waterline improvements are located within one or more easements held by the District;

**WHEREAS**, the County has expanded the right-of-way for Sam Bass Road to include the lands in which the District’s easement and waterline improvements are located, and the County has commenced construction of certain drainage improvements within said right-of-way area;

**WHEREAS**, the County desires to proceed with construction of certain drainage culvert improvements that necessitate the relocation of the Districts’ existing waterline improvements that are in conflict with the drainage improvements, and the County has requested that the District undertake such relocation at the sole cost and expense of the County; and

**WHEREAS**, this Agreement sets forth the terms and conditions pursuant to which the District shall relocate the District’s existing water system improvements at the County’s sole cost and expense so that the County may subsequently proceed with construction of the drainage improvements.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.  
DEFINITIONS**

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

**1.01** "Agreement" means this Interlocal Agreement Regarding Relocation of Water System Improvements.

**1.02** "Bid Documents" means the plans and specifications, together with all contract documents and bid instructions, relating to construction of the Waterline Improvements.

**1.03** "Conflict Area" means the area in which the County's construction of drainage culverts and other drainage improvements necessitates relocation of the Existing Waterline Improvements, as more particularly identified in Exhibit "A" attached hereto.

**1.04** "County" means Williamson County, Texas.

**1.05** "District Waterline Costs" means all costs and expenses incurred by the District relating to or arising out of the Project, whether incurred before or after the Effective Date of this Agreement. By way of example and without limitation, the District Costs shall include the following costs and expenses: (i) all costs and expenses incurred by the District for Waterline Design Work; (ii) all legal fees and expenses incurred by the District relating to the negotiation and preparation of this Agreement and otherwise incurred with respect to the Project; and (iii) all internal administrative and employee costs incurred by the District relating to the Project, but such administrative and employee costs shall not exceed the amount set forth on Exhibit "C" without the County's prior written consent.

**1.06** "Drainage Improvements" means the construction of culverts and other drainage improvements to be undertaken by the County within the Conflict Area.

**1.07** "Effective Date" means the last date of execution of this Agreement by the Parties; provided both of the Parties must execute this Agreement for it to be effective.

**1.08** "Engineering Services Agreement" means the contract for engineering services relating to the Waterline Improvements to be entered into by the District and Bury + Partners, Inc. In the event of termination of such contract for any reason, the phrase Engineering Services Agreement shall refer to any subsequent engineering services contract entered into by the District relating to the Waterline Improvements.

**1.09** "Existing Easement" means the easement(s) held by the District in which the Existing Waterline Improvements are located.

**1.10** "Existing Waterline Improvements" means the existing water transmission line improvements and related facilities, equipment and appurtenances owned and operated by the District that are located in the Conflict Area. The Existing Waterline Improvements generally consist of a 12-inch waterline and related facilities, equipment and appurtenances located in the Conflict Area.

**1.11** "Party" or "Parties" means the District and/or the County, individually or collectively, as applicable.

**1.12** "Project" means, collectively, the Drainage Improvements and the Waterline Improvements, all as set forth in this Agreement.

**1.13** "Project Contractor" means the contractor(s) that enter into a contract with the District for construction of the Waterline Improvements.

**1.14** "Waterline Design Work" means the engineering consulting and design services to be undertaken by the District, its staff, and its engineering consultants in connection with the Project, including the Waterline Improvements; participation in meetings relating to the Project; and all other employee, administrative, engineering and consultant services performed relating to the District's interests in the Project.

**1.15** "Waterline Improvements" means the design and construction of the improvements to the District's water system to be undertaken by the Project Contractor as part of the Project, at the County's sole cost and expense. The Waterline Improvements are more particularly described on Exhibit "B" attached hereto and generally consist of the following: (i) the removal of the Existing Waterline Improvements in the Conflict Area; (ii) the construction of new 12-inch ductile iron water transmission line and related equipment, facilities, and appurtenances within the Existing Easement in the Conflict Area at a depth not less than 84 inches below surface grade for purposes of accommodating the County's Drainage Improvements. If, during the course of the design and/or construction of the Drainage Improvements, it becomes apparent that the proposed Drainage Improvements would conflict with the design, operation, maintenance or repair of additional District facilities, then any such additional water system improvements that must be relocated, modified, or protected will be deemed Waterline Improvements to be undertaken by the District at the County's sole cost and expense for purposes of, and in accordance with, this Agreement.

## **II. STATEMENT OF INTENT**

**2.01 General.** The purpose of this Agreement is to provide for the construction of a replacement water transmission line and related improvements by the District at a lower depth within the Existing Easement, at the County's sole cost and expense, so that the County may proceed with construction of the Drainage Improvements. The Parties mutually agree that the District shall not release, modify, or diminish any of its rights under the Existing Easement.

## **III. PROJECT COMMITTEE**

**3.01 Composition of Project Committee.** There is hereby created a Project Committee to be composed of not less than one representative appointed by each Party. The following persons are hereby designated as the initial members of the Project Committee: the General Manager on behalf of the District, and Joe England on behalf of the County. Each such representative may appoint additional representatives on behalf of its Party. Each representative of a Party shall serve at the will of the governing body that the person represents. Upon the death, resignation, or revocation of the power of such representative, the governing body (or other authorized representative) of the appropriate Party shall promptly appoint a new

representative (or alternate representative) to the Project Committee, and shall immediately notify the other Party of such appointment.

**3.02 Responsibility of Project Committee.** The Project Committee shall represent the individual and collective interests of the Parties with respect to the following matters:

- (i) The design of the Waterline Improvements;
- (ii) The review and approval of the Bid Documents, as related to the Waterline Improvements;
- (iii) The periodic review of the status of construction of the Waterline Improvements;
- (iv) The review and approval of change orders relating to the construction of the Waterline Improvements;
- (v) The confirmation of final completion of construction of the Waterline Improvements; and
- (vi) Any other pertinent matters relating to the construction or operation of the Waterline Improvements, or the Project to the extent any such matters impacts the Waterline Improvements.

The Project Committee shall meet at regular intervals to review the matters over which it has authority. The Project Committee shall be diligent, prompt and timely in reviewing and acting on matters submitted to it.

#### **IV. DESIGN OF PROJECT**

**4.01 Design of Waterline Improvements.** Promptly after execution of this Agreement by the Parties, the District will authorize its engineering consultants to provide engineering consulting services for the Waterline Design Work in accordance with the Engineering Services Agreement.

**4.02 Design of Drainage Improvements.** The County shall be solely responsible for all engineering services relating to the Project except for the Waterline Design Work, including without limitation, the design of the Drainage Improvements.

**4.03 Cost of Design.**

(a) The District will advance and pay the cost of the Waterline Design Work, subject to its right to reimbursement from the County as set forth in Section 4.04 below. The costs of all Waterline Design Work shall qualify as District Waterline Costs for purposes of this Agreement, and the County shall reimburse the District for 100% of the payment made by the District for such services in accordance with Section 4.04 below.

(b) The County shall pay all engineering and design costs relating to the Project other than those initially paid by the District for the Waterline Improvements. Without limitation, the County shall pay all engineering and design costs relating to the Drainage Improvements.

**4.04 Reimbursement of District Waterline Costs.** Upon the District's approval of each invoice for the Waterline Design Work, the District will transmit a copy of the invoice to the County. In addition to any costs incurred by the District under the Engineering Services Agreement, the District shall identify any additional District Waterline Costs incurred by the District relating to the Project for which the County is responsible for payment. The County agrees to pay each invoice in full within 30 days after delivery of the invoice by the District (the "Due Date"). Each invoice submitted by the District for reimbursement will clearly describe the work done for which reimbursement is sought, and will not seek reimbursement or payment for any costs or expenses other than District Waterline Costs. Upon request of the County, the District agrees to make available documentation in reasonable detail evidencing any District Waterline Costs for which reimbursement is sought. Any amounts due to the District which are not paid within 30 days of delivery or mailing of the invoice will accrue interest at the rate of 8% per annum from the Due Date until paid.

**4.05 Work Product.** Upon receipt of a request from the County, the District agrees to promptly make available to the County a copy of any work product produced by its engineering consultant in connection with the Waterline Design Work. The County shall pay all reasonable costs incurred by the District in preparing and furnishing the copies.

## V. EASEMENT MATTERS

**5.01 Existing Easement.** The Parties acknowledge and agree that the District shall not release any existing easement rights in the Conflict Area or elsewhere, and the Existing Easement shall remain in full force and effect for all purposes. The County specifically acknowledges and agrees as follows with respect to the Existing Easement:

(i) The County agrees that the District is not releasing, relinquishing, waiving or abandoning any of its rights or interests under the Existing Easement in whole or in part, and all such rights and interests shall remain in full force and effect notwithstanding the prior or future acquisition of right-of-way lands by the County.

(ii) The County further acknowledges and agrees that the District acquired its rights under, and interests to, the Existing Easement prior to the date on which the County secured or will secure public right-of-way for the Drainage Improvements, and specifically acknowledges and agrees that the lands within the Existing Easement did not constitute public right-of-way at the time the District secured the Existing Easement.

(iii) The County acknowledges and agrees that the District shall have the right to construct additional infrastructure improvements within, and to otherwise exercise all rights under, the Existing Easement.

(iv) The County agrees that the District is not releasing its rights to future relocation of the Waterline Improvements (and for any additional facilities constructed within the Existing Easement) at the sole cost and expense of the entity requiring future relocation, and the District expressly reserves such rights. In the event the County expands the right-of-way so as to require future relocation of the Waterline Improvements or any other facilities located within the Existing Easement, then the County agrees to pay all costs and expenses associated with relocating the District's facilities or construction of new facilities in a location that does not conflict with the County right-of-way, including the costs of acquisition of new easements.

(v) The County acknowledges and agrees that the District shall retain all rights to enforce the terms of the Existing Easement, and this Agreement does not constitute any waiver or relinquishment of any such rights.

(vi) The District shall have no obligation to repair or replace any damage to the Drainage Improvements caused by the exercise of the District's rights under the Existing Easement, and the County expressly releases the District from any liability or costs associated therewith.

(vii) The County agrees that it shall not authorize or permit any other parallel subsurface utilities to be located within the Existing Easement.

(viii) The County agrees that it shall be responsible for all costs or expenses incurred by the District associated with the repair or replacement of any District facilities located within the Existing Easement that are caused by, arise out of, or are otherwise related to, the construction, operation or maintenance of the Drainage Improvements (or any other improvements constructed by or on behalf of the County within the Existing Easement, whether before or after the Effective Date).

## VI. CONSTRUCTION OF PROJECT

**6.01 General.** The District shall construct all physical improvements that constitute the Waterline Improvements. The Parties agree that it is their mutual intention that the County shall construct the Drainage Improvements subsequent to completion of construction of the Waterline Improvements by the District. In the event that the County requests that the Waterline Improvements be constructed simultaneously with the Drainage Improvements utilizing the same contractor, the District agrees to consider in good faith any proposed amendments to this Agreement necessary to accomplish such simultaneous construction; provided, however, such amendment must provide that the County shall pay all costs and expenses related to the Waterline Improvements and all other District Waterline Costs.

### **6.02 Bid Award.**

(a) All construction contracts for the Waterline Improvements will be competitively bid and awarded by the District in the manner provided by State laws and in accordance with this Section.

(b) The bid tabulation and related information for the construction of the Project will be submitted to the Project Committee for review and consideration. The District shall consider the advice and recommendations of the Project Committee, but the decision as to the acceptance of any bid shall be within the sole discretion of the District.

(c) The District shall furnish the bid tabulation and apparent successful contractor (subject to Board approval) to the County not less than 20 days prior to awarding a contract for construction of the Waterline Improvements. The District shall also specify the meeting date on which the District shall consider the award of the contract.

(d) As more particularly described in Section 6.04 below, the County must provide payment to the District in the amount equal to the bid price submitted by the apparent successful contractor that for the Waterline Costs as a condition of award of the construction contract by the District. Failure by the County to provide timely payment in full to the District shall be a material breach of this Agreement, and the District shall have no obligation to award a contract for construction of the Waterline Improvements until payment is received in full.

### **6.03 Construction of Waterline Improvements.**

#### **(a) General.**

(i) **Waterline Improvements.** The District shall be responsible for constructing, or causing to be constructed, the Waterline Improvements, and all related equipment, materials and supplies. In connection with the construction of the Waterline Improvements, the District agrees to use good faith and reasonable efforts to ensure that the Project Contractor completes construction of the Waterline Improvements in accordance with the plans and specifications and other requirements set forth in the Bid Documents. The County will be responsible for payment of any and all costs and expenses associated with the construction of the Waterline Improvements in accordance with this Agreement.

(ii) **Drainage Improvements.** The County shall be responsible for constructing, or causing to be constructed, the Drainage Improvements, and all related equipment, materials and supplies, at the County's sole cost and expense. The County agrees to use good faith and reasonable efforts to ensure that the contractor does not damage the Waterline Improvements or any other District facilities in connection with said construction. In connection with the construction of the Drainage Improvements, the County shall immediately repair any and all damage caused to the Waterline Improvements or any other District facilities.

(b) **Inspection.** The District will notify the Project Committee of any construction defects relating to the Waterline Improvements coming to its attention as soon as practicable and in no event later than five calendar days (excluding official holidays) after obtaining knowledge of the defect. The District's costs of inspection shall be reimbursed by the County as District Waterline Costs.

(c) **Change Orders.** During construction, any change orders related to the Waterline Improvements will be subject to review and approval by the District. The costs of any change orders related to the Waterline Improvements shall be reimbursed by the County as District Waterline Costs.

(d) **Insurance.** The District shall require that all workers involved with the installation and construction of the Waterline Improvements are covered by workers' compensation insurance as required by the laws of the State of Texas. The District shall also require that the contractors procure and maintain comprehensive general liability insurance insuring against the risk of bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Waterline Improvements. Such insurance coverage shall be maintained in force at least until the completion, inspection and acceptance of the Waterline Improvements.

#### **6.04 Payment of Water Line Costs.**

(a) The County shall provide payment to the District in the amount equal to 100 percent of the bid price for the Waterline Improvements as a condition of award of the construction contract for the Waterline Improvements by the District. The County shall provide payment in full within 20 days after the date the invoice for payment is sent or delivered by the District. Failure by the County to provide timely payment in full to the District shall be a material breach of this Agreement.

(b) All construction contracts and other agreements relating to the construction of the Waterline Improvements will contain provisions to the effect that the Project Contractor will look solely to the District for payment of all sums coming due thereunder. The District shall pay all construction costs relating to the Waterline Improvements directly to the Project Contractor, subject to prior receipt of payment from the County in accordance with Section 6.04(a) above.

(c) In the event any change orders increase the costs of the Waterline Improvements, the District shall send an invoice to the County for payment. The County shall provide payment in the full amount of the invoice within 30 days of the date of the invoice.

(d) The County shall pay 100 percent of all District Waterline Costs (except to the extent that any District internal administrative or employee costs exceed the amount set forth on Exhibit "C" attached hereto).

**6.05 Ownership.** After acceptance, the District shall hold an 100% undivided ownership interest in the Waterline Improvements, and shall be responsible for operation, maintenance and repair thereof.

**6.06 Additional Construction.** In the event that the construction of the Drainage Improvements or Waterline Improvements requires any additional water lines or facilities to be replaced or relocated, regardless of whether such service lines are identified in Exhibit "A" or Exhibit "B" to this Agreement, such improvements shall be undertaken by the County or the District (according to whether the improvements are necessitated by the Drainage Improvements or Waterline Improvements, respectively), at the sole cost and expense of the County.



## VII. DISPUTES

### **7.01 Material Breach; Notice and Opportunity to Cure.**

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

**7.02 Equitable Relief.** In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 7.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

**7.03 Waiver of Governmental Immunity.** The County and the District agree that this Agreement constitutes an agreement for the provision of goods and services and is subject to the provisions of the Subchapter I, Chapter 271, Texas Local Government Code, as amended, and any successor statute. In accordance with Sections 271.152 and 271.153 thereof, and as between the Parties, the County hereby waives and acknowledges waiver of all constitutional, statutory, or common law right to sovereign or governmental immunity from liability or suit and expressly consents to be sued and to be liable to the limited extent necessary for the District to enforce this Agreement against the County.

**7.04 Costs.** If either Party prevails in any judicial, administrative, or other legal proceedings against the other Party brought under or arising out of this Contract, such prevailing Party shall additionally be entitled to recover court and administrative agency costs and reasonable and necessary attorney fees from the non-prevailing Party to such proceedings.

**7.05 Agreement's Remedies Not Exclusive.** The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

## **VIII. GENERAL PROVISIONS**

**8.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**8.02 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**8.03 Assignment.** Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

**8.04 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

**8.05 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**8.06 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

**8.07 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**8.08 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

**8.09 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**DISTRICT:**

Brushy Creek Municipal Utility District  
16318 Great Oaks Drive  
Round Rock, Texas 78681-5685  
Attn: General Manager  
Telephone: (512) 255—7871

Facsimile: (512) 255-0332

**COUNTY:**

Williamson County  
710 Main Street, Suite 101  
Attn: Judge Dan A. Gattis  
Telephone: (512) 943-1577  
Facsimile: (512) 943-1662

**8.10 Exhibits.** The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A - Conflict Area  
Exhibit B - Waterline Improvements  
Exhibit C- Internal Administrative Cost Budget

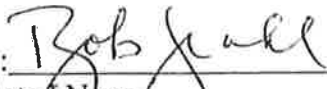
**8.11 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**8.12 Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**ATTEST:**

  
Secretary

**BRUSHY CREEK MUNICIPAL UTILITY  
DISTRICT:**

By:   
Printed Name: \_\_\_\_\_  
Title: President  
Date: April 2, 2012

**ATTEST:**

\_\_\_\_\_  
County Clerk

**WILLIAMSON COUNTY:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: County Judge  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**CONFLICT AREA**



**EXHIBIT “B”**

**WATERLINE IMPROVEMENTS**

RECEIVED

APR 11 2012

April 9, 2012

Proposal No.: 12-003

Mr. Mike Petter  
General Manager  
Brushy Creek Municipal Utility District  
16318 Great Oaks Drive  
Austin, Texas 78681-2506

RE: Proposal for Sam Bass Raw Well Water Line Relocation  
Task Order to Master Agreement for Professional Services between  
Brushy Creek Municipal Utility District and Bury+Partners

Dear Mr. Petter:

Bury+Partners (Bury) is pleased to provide this Task Order for our contract for professional services with Brushy Creek Municipal Utility District (BCMUD). This Task Order provides our scope of work and fee to provide design, private bidding, and construction administration for proposed relocation of the existing raw water line along Sam Bass Road.

Williamson County is in the process of constructing drainage improvements along Sam Bass Road. These improvements require crossing the District's existing raw water line in two (2) locations. These crossings require the water line to be lowered to allow the proposed drainage channels to be constructed. Based on the preliminary design effort conducted by the County, the water line will be depressed approximately four (4) feet in the same horizontal location.

We have developed the following Scope of Work for the proposed project.

BURY+PARTNERS, INC.  
221 West Sixth Street, Suite 600  
Austin, Texas 78701

TEL (512) 328-0011  
FAX (512) 328-0325

www.burypartners.com  
TBPE No. F-1048



## **SCOPE OF WORK**

### **A. Final Design, Bidding, and Construction Administration**

Under this task Bury will perform the following:

1. Provide plans and specifications for the relocation of approximately 80 linear feet (total) of existing 12-inch raw waterline in two (2) locations near the intersection of Sam Bass Road and Great Oaks Drive.
2. Utilize the existing topographic survey and file illustrating the proposed drainage improvements provided by Williamson County
3. Design concrete thrust blocks or joint restraint necessary to support vertical 45 degree fittings on the 12-inch ductile iron pipe.
4. Conduct a field visit to the waterline site to become familiar with the site.
5. Prepare a construction cost estimate for the proposed improvements.
6. Provide private bidding services to receive at least three (3) qualified bids to perform the work. Bury will review the bid tabulation and make a recommendation of award.
7. Provide Construction Administration to review submittals, answer contractor Requests for Information, and attend one (1) progress meeting.
8. Provide Construction Observation during construction to ensure compliance with the contract documents.
9. Provide record drawings based the information provided by the contractor.

### **B. Reimbursables/Reproductions**

Reproduction, courier, mileage, and delivery services will be provided for this project and billed in accordance to our Standard Rate Schedule. In addition, out-of-pocket expenses for outside reproduction, courier fees, etc. incurred will be billed at Cost + 10%. We have provided an estimated amount for budgeting purposes.

### **C. Schedule**

It is estimated that the Final Design will be complete within 45 days of the Notice to Proceed.

**FEE SCHEDULE**

<u>Item</u>	<u>Fee Basis</u>	<u>Bury Fee</u>	<u>Bury Phase</u>
<b>A. Final Design, Bidding, and Construction Administration</b>	T&M Not to Exceed	\$ 25,200	.40
<b>B Reimbursables/Reproductions</b>	Cost + 10%	\$ 500	.89
	<b>TOTAL</b>	<b>\$ 25,700</b>	

**ASSUMPTIONS**

In preparing this proposal, Bury has made the following assumptions:

- The waterline will be relocated deeper along the existing alignment and no temporary or permanent easements are required.
- Construction observation includes four (4) hours per day (including travel time to and from the site), five (5) days a week, for three (3) weeks.
- Surveying services will not be required for the project. Plans will be prepared based on data received from Williamson County. Bury is not responsible for the accuracy of survey information provided by others.

As noted above, we propose to conduct this work on a time and materials basis, and we will not exceed the total cost of \$25,700 without prior approval of the District. Any work required in excess of the cost not to exceed will not be performed without prior written approval, and an additional executed Work Authorization from the District. Execution of this Task Order in the space provided below shall incorporate these attachments into our existing Master Professional Services Agreement. We have provided two (2) original Task Orders. Please sign both and return one (1) to our office.

We appreciate the opportunity to be of service. Please do not hesitate to call if you have any questions.

Sincerely,



Thomas E. Caponi, P.E.  
Project Manager

OWNER: Brushy Creek Municipal Utility District

\_\_\_\_\_

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

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ENGINEER: Bury + Partners



By: Paul J. Bury III

Title: President

Date Signed: 4/18/12

# EXHIBIT "C"



April 19, 2012


Joe England, P.E.  
County Engineer, Williamson County  
Department of Infrastructure  
Road and Bridge  
3151 SE Inner Loop, Ste B  
Georgetown, Texas 78626

Re: Interlocal Agreement Regarding Relocation of Water system Improvements  
(Sam Bass Road)  
Exhibit C

Joe –

The District will not charge or allocate any expenditures for District staff time or expenditures related to this interlocal agreement. The only costs charged will be for our Bury + Partners engineering task order.

Respectfully,

  
Mike Petter  
General Manager