

**AGREEMENT WITH CITY OF ROUND ROCK, TEXAS AND WILLIAMSON
COUNTY REGARDING RELOCATION OF 10" CITY WASTEWATER ALONG
HAIRY MAN ROAD**

This Agreement ("Agreement") is entered into by and between the City of Round Rock, Texas. ("City"), a Texas political subdivision and Williamson County, Texas ("County"), a Texas political subdivision.

RECITALS

WHEREAS, a 10" wastewater pipeline (the "Pipeline") is currently located within the right-of-way of Hairy Man Road in Williamson County, Texas; and

WHEREAS, County is currently advertising the construction of improvements to Hairy Man Road (the "County Project"); and

WHEREAS, the parties desire to incorporate into the Project the construction to relocate approximately 130 linear feet of the Pipeline (the "Relocation Project"); and

WHEREAS, as the design of the Relocation Project was approved by the City, the County will incorporate the Relocation Project as a separate bid item in the County Project; and

WHEREAS, the parties desire to share costs for the Relocation Project as described herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, City and County agree as follows:

- 1. Relocation Project.** This Agreement addresses the Relocation of approximately 130 linear feet of a 10" wastewater line including 50 linear feet of jacking and boring of a 20" steel encasement, and installation of required appurtenances associated with the Pipeline relocation. The plans including location of the Relocation Project is attached hereto as Exhibit "A".
- 2. Construction.** The County will construct the Relocation Project in conjunction with the County Project and in conformity with the CobbFendley design approved by the City. The City will conduct inspections of the Relocation Project during construction and after acceptance of the Relocation Project, the City will resume responsibility for operation and maintenance of the Pipeline.

3. Payment and Costs.

- a. The initial cost estimate for construction of the Relocation Project is expected to be approximately \$44,232.50 (the "Construction Costs"). The City agrees to be responsible for the Construction Costs of the Relocation Project after the Relocation Project is completed by the County and approved by the City. The engineer's opinion of probable cost is attached hereto as Exhibit "B".
- b. Any changes to any segment or phase of the Relocation Project may affect costs. City agrees to pay any additional costs resulting from any changes to the Relocation Project, if approved in advance, in writing, by the City.

4. Communication. City and County agree to hold periodic project status information meetings. County's official point of contact for the Relocation Project is Terron Evertson, County Engineer. City's official point of contact is Jeff Bell, Sr. Project Manager, City of Round Rock. City and County agree to include these designated points of contact in the chain of communication for all significant decisions and recommendations prepared by design engineers and other parties and representatives.

5. Schedule. Design and construction of the Relocation Project is expected to take approximately 24 months. The parties acknowledge that the timeframe is estimated and is subject to force majeure.

6. Liability; No Waiver of Immunities.

- a. City does not assume any liability for any property damage, injuries or death in connection with the design, engineering or construction of the Relocation Project. TO THE EXTENT PERMITTED BY LAW, COUNTY HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD CITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH THE DESIGN, ENGINEERING OR CONSTRUCTION OF THE RELOCATION PROJECT.
- b. Nothing in this Agreement shall be deemed to waive, modify or alter to any extent any defense or immunity available at law or in equity to City or County, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any non-party.

7. Term. The term of this Agreement is for a period of three (3) years from the Effective Date unless otherwise earlier terminated by the parties.

8. **Entire Agreement.** This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter herein and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings.
9. **Governing Law.** This Agreement shall be construed and enforced in accordance with Texas law. The Parties acknowledge that Subchapter 1, Chapter 271 of the Texas Local Government Code is a legislative waiver of any sovereign immunity with the County to this Agreement, and each party waives immunity to suit for the purpose of adjudicating any claims under this Agreement. Venue for the litigation of any dispute arising hereunder shall be in Williamson County, Texas.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, and it will not be necessary.
11. **No Joint Venture.** It is acknowledged and agreed by the parties that the terms herein are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its employees, elected officials and agents, do not assume any responsibilities or liabilities to any third party in connection with the Relocation Project.

Executed to be effective this 3rd day of DECEMBER, 2020 (the "Effective Date").

(SIGNATURES ON FOLLOWING PAGES)

WILLIAMSON COUNTY

By: _____

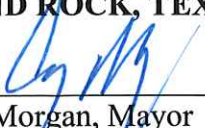
William Gravell, Jr., County Judge

Date: _____

Attest:

Nancy Rister, County Clerk

ROUND ROCK, TEXAS

By: 
Craig Morgan, Mayor

Date: 12.3.2020

Attest:

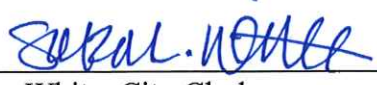

Sara White, City Clerk

EXHIBIT A

Plans of the Relocation Project

EXHIBIT B

Preliminary Opinion of Probable Construction Costs

EXHIBIT
"A"

INDEX OF SHEETS

- C-001 TITLE SHEET
C-002 GENERAL NOTES AND SUMMARY OF QUANTITIES
C-100 KEY MAP
C-101 PROP. 10" WWL PLAN AND PROFILE STA. 10+00 TO END
C-102 EROSION CONTROL SHEET
C-501 STANDARD DETAILS - SHEET 1
C-502 STANDARD DETAILS - SHEET 2



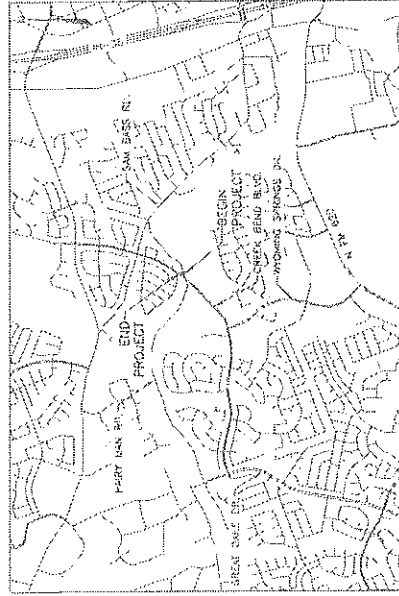
WILLIAMSON COUNTY
HAIRY MAN RD./BRUSHY CREEK RD. IMPROVEMENTS
ROUND ROCK 10 INCH WWL RELOCATION

TOTAL LENGTH OF PROJECT: 130 LF

PROJECT LIMITS: 95 FT EAST OF HAIRY MAN RD./CREEK BEND BLVD. INTERSECTION, CROSSING HAIRY MAN RD.

RELOCATION OF 10" WASTEWATER LINE, INCLUDING OPEN CUT, INSTALLATION OF ASSOCIATED APPURTENANCES, AND RECONNECTION TO EXISTING MAIN

100% SUBMITTAL



VICINITY MAP
(NOT TO SCALE)

OWNER INFORMATION
OWNER:
CITY OF ROUND ROCK, TEXAS
2008 ENTERPRISE DRIVE
ROUND ROCK, TEXAS 78664
CONTACT:
JEFF BELL
SENIOR PROJECT MANAGER
512-416-1076
DESIGNER:
COBB FENDLEY
505 E. HUNT LAND DR., SUITE 100
AUSTIN, TEXAS 78752
CONTACT:
STANLEY FEES, P.E.
512-454-9798

SUBMITTED FOR REVIEW:

STANLEY FEES, P.E.
COBB FENDLEY INC.
DATE: 3.6.20

APPROVALS:

JEFF BELL
DATE: 3.6.20

Exhibit A
CobbFendley
TYPE NO. 274 / TERLS NO. 100-0011
505 EAST HUNT LAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512-454-9798
WWW.COBBFENDLEY.COM

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ROUND ROCK STANDARD SPECIFICATIONS MANUAL.
2. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., NOT PLANNED FOR REMOVAL OR REMOVAL THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED AT THE EXPENSE OF THE CONTRACTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER WHO SHALL BE RESPONSIBLE FOR REVISING THE PLANS ARE APPROPRIATE.
4. MANHOLE FRAMES, JOISTS, VALVES, CLEAMOUTS, ETC. SHALL BE RAISED TO FINISHED GRADE PRIOR TO FINAL PAVING CONSTRUCTION.
5. ALL EXISTING UTILITIES SHALL BE PROTECTED BY THE CITY OF ROUND ROCK AND CONSTRUCTION OF NEW UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. ALL AREAS OBTAINED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. REVEGETATION OF ALL DISTURBED OR EXPOSED AREAS SHALL CONSIST OF SOILING OR SEEDING, AT THE CONTRACTOR'S OPTION. REVEGETATION SHALL BE COMPLETED WITHIN 90 DAYS OF THE COMPLETION OF CONSTRUCTION BEFORE CONSTRUCTION. REVEGETATION SHALL BE INCLUDED IN THE MAIN ROADWAY PLANS.
7. PRIOR TO ANY CONSTRUCTION THE ENGINEER SHALL CONDUCT A PRECONSTRUCTION CONFERENCE WITH THE CONTRACTOR, CITY ENGINEER, ALL AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE.
8. THE CONTRACTOR AND THE ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DERIVES FROM THE PLANS. THE ENGINEER SHALL FURNISH THE CITY OF ROUND ROCK WITH ALL RECORDS OF CONSTRUCTION. THE CONTRACTOR SHALL FURNISH THE CITY OF ROUND ROCK ASBUILT DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT PRIOR TO FINAL ACCEPTANCE.
9. THE ROUND ROCK CITY COUNCIL SHALL NOT BE PETITIONED FOR ACCEPTANCE UNTIL ALL NECESSARY DOCUMENTS HAVING BEEN SIGNED AND RECEIVED.
10. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN DISTRICTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL DAMAGE AND GIBBS WITHIN THE DISTRICTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL DAMAGE AND GIBBS WITHIN THE DISTRICTS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL DAMAGE AND GIBBS WITHIN THE DISTRICTS.

- [illegible]

1. ALL TESTING SHALL BE DONE BY AN INDEPENDENT LABORATORY AT THE OWNER'S EXPENSE. ANY RE-TESTING SHALL BE PAID FOR BY THE CONTRACTOR. A CITY INSPECTOR SHALL BE PRESENT DURING ALL TESTS. TESTING SHALL BE COORDINATED WITH THE CITY INSPECTOR AND HE SHALL BE GIVEN A MINIMUM OF 24 HOURS NOTICE PRIOR TO ANY TESTING. TELEPHONE 218-5555 (NO QUESTIONS).
2. BACKFILL BEHIND THE CURB SHALL BE COMPACTED TO OBTAIN A MINIMUM OF 95% MAXIMUM DENSITY TO WITHIN 3" OF TOP OF CURB. MATERIAL USED SHALL BE PRIMARILY GRANULAR WITH LESS THAN 5% OF FINE MATERIAL. ALL FILL SHALL BE CLEAN TOPSOIL FREE OF ROCKS AND SUITABLE FOR SUSTAINING PLANT LIFE.
3. DITCHES OR CROCKERS FOR ALL CIRCUMFERENCES UNDER PARALLEL INCLUSIVE CAN BE LOCATED IN SAME LINE WITH STREET SPACING 10' ON CENTER.
4. DITCHES OR CROCKERS FOR ALL CIRCUMFERENCES UNDER PARALLEL INCLUSIVE CAN BE LOCATED IN SAME LINE WITH STREET SPACING 10' ON CENTER.

1. PIPE MATERIAL FOR WATER MAINS SHALL BE PVC (AWWA C-900, MIN. CLASS 200), OR DUCTILE IRON (AWWA C-150, MIN. CLASS 200), WHEN SERVICES (2" OR LESS) SHALL BE MULTIPHASE TUBING (BLACK, 200 PSI, OR 3).
2. PIPE MATERIAL FOR PRESSURE WASTE-WATER MAINS SHALL BE PVC (AWWA C-900, MIN. CLASS 150), OR DUCTILE IRON (AWWA C-150, MIN. CLASS 200). PIPE MATERIAL FOR GRANTY C-100, MIN. CLASS 200.
3. PIPE MATERIAL SHALL BE PVC (ASTM D2241 OR D3034, MAX. DR=26), DUCTILE IRON (AWWA C-150, MIN. CLASS 200).

4. ALL FIRE HYDRANT LEADS SHALL BE DUCTILE IRON PIPE (AWWA C-100, MIN. CLASS 200).
5. ALL IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH MINIMUM 8-MIL POLYETHYLENE AND SEALED WITH DUCT TAPE OR EPOXY ACCEPTED BY THE CITY ENGINEER.
6. THE CONTRACTOR SHALL CONTACT THE CITY INSPECTOR AT 214-5555 TO COORDINATE UTILITY RE-INS AND NOTIFY HIM AT LEAST 48 HOURS PRIOR TO CONNECTING TO EXISTING LINES.

15. ALL VALVE BOXES AND COVERS SHALL BE CAST IRON.
16. ALL WATER SERVICE, WASTEWATER SERVICE AND VALVE LOCATIONS SHALL BE APPROPRIATELY MARKED AS FOLLOWS:

TOOLS FOR MARKING THE CURB SHALL BE PROVIDED BY THE CONTRACTOR. OTHER APPROPRIATE MEANS OF MARKING SERVICE AND VALVE LOCATIONS SHALL BE PROVIDED IN AREAS WITHOUT CURBS. SUCH MEANS OF MARKING SHALL BE AS SPECIFIED BY THE ENGINEER AND ACCEPTED BY THE CITY OF ROUND ROCK.

SEIVE SIZE	PERCENT RETAINED BY WEIGHT
1/2"	0
3/8"	0-2
#4	40-85
#10	95-100

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY CONTRIBUTING ZONE
PLAN GENERAL CONSTRUCTION NOTES

1. A WRITTEN NOTICE OF CONSTRUCTION MUST BE SUBMITTED TO THE TCEQ REGIONAL OFFICE AT LEAST 60 HOURS PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES. THE NOTICE MUST BE IN THE NAME OF THE APPROVED PROJECT CONTRACTOR AND MUST INCLUDE THE FOLLOWING INFORMATION:
 - A. THE ACTIVITY START DATE AND
 - B. THE CONTRACT INFORMATION OF THE PRIME CONTRACTOR
2. ALL CONTRACTORS CONDUCTING REGULATED ACTIVITIES ASSOCIATED WITH THIS PROJECT SHOULD SUBMIT A WRITTEN NOTICE OF CONSTRUCTION TO THE TCEQ REGIONAL OFFICE AT LEAST 60 HOURS PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES. THE NOTICE MUST BE IN THE NAME OF THE APPROVED PROJECT CONTRACTOR AND MUST INCLUDE THE FOLLOWING INFORMATION:
 - A. THE ACTIVITY START DATE AND
 - B. THE CONTRACT INFORMATION OF THE PRIME CONTRACTOR
3. THE CONTRACTOR(S) SHOULD KEEP COPIES OF THE APPROVED PROJECT AND APPROVAL LETTER ON-SITE.
4. NO HAZARDOUS SUBSTANCE STORAGE TANK SHALL BE INSTALLED WITHIN 150 FEET OF A WATER SUPPLY SOURCE, DISTRIBUTION SYSTEM, PILL OR SENSITIVE FEATURE.
5. PRIOR TO BEGINNING ANY CONSTRUCTION, ALL CONTRACTORS MUST OBTAIN A CONSTRUCTION PERMIT (CSP) FROM THE TCEQ REGIONAL OFFICE. THE CSP MUST BE OBTAINED PRIOR TO ANY CONSTRUCTION OF THE MANUFACTURING SPECIFICATIONS, IF INSTRUCTIONS INDICATE A CONTROL HAS BEEN DESIGNED FOR THAT SITUATION. THESE CONTROLS MUST REMAIN IN PLACE UNTIL THE CONSTRUCTION IS COMPLETE. THE CONTRACTOR(S) MUST PERMANENTLY SIGNALIZED.
6. ALL EXCESS MATERIALS AND DEBRIS MUST BE PROPERLY COLLECTED AND PROPERLY DISPOSED OF BEFORE THE NEXT MAJOR EVENT TO INSURE IT IS NOT WASHED AND SURFACE

1. BEARING VALUES BASED ON THE TEXAS STATE PLAIN COORDINATE SYSTEM, NAD-83. CENTRAL (4203). COORDINATES ARE SURFACE VALUES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011. ELEVATIONS BASED UPON CGED 2012A, PER WESTERN DATA GPS REFERENCE NETWORK.

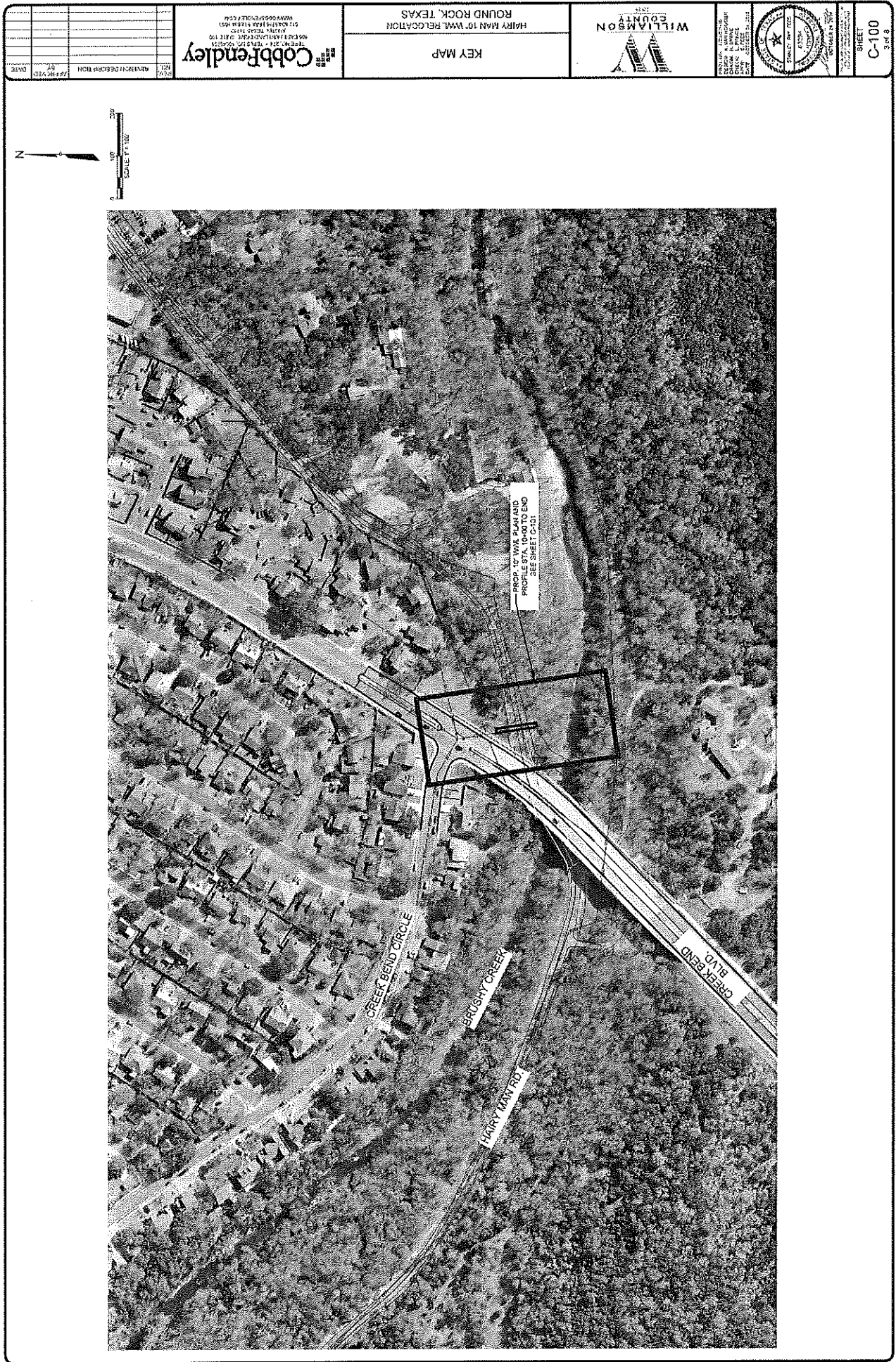
255	Encasement Pipe, 20" Dia., Steel (ASTM A134)	35	L _F
256	Open Manhole w/CP Baffle, 9" Dia	3	L _F
257	Trench Safety Systems (All Depths)	83	E _F
258	Pipe, 10" Dia., PVC SDR-35 (All Depths)	43	L _F
259	Concrete Box Culvert, 4 ft. x 4 ft. for temporary	13	V _F
	bypass		
260	TEMP SEAM COAT (PER INSTALL)	165	L _F
261	TEMP SEAM COAT (REMOVE)	165	L _F
262	Temporary Watertight Bypass Pumping	5	D _{AT}
	5" 100' 3" B/W		

[illegible]

CobbFendley
1000 E. 21st St. / Dallas, TX 75201
800 EAST HAVEN/ DALLAS, TEXAS 75201
AUSTIN, TEXAS 78702
912.341.8794 / FAX 912.341.9939
WWW.COBBFENDLEY.COM

GENERAL NOTES AND
SUMMARY OF QUANTITIES





Log info: \\southwest\central\cfa\2014\020801-williamson-county-2013-road-bond\h\N\07-h\gry-man-blghty-creek-round\DESIGN\C-100-KE\RM.dwg - Tab: KEY MAP - Plotted: 10/26/2019 4:43 PM By: MGA MAST

CobbFendley
ARCHITECTS
10000 N. HAWTHORNE AVE.
SUITE 100
DALLAS, TEXAS 75243
WWW.COBBFENDEY.COM

HARRY MAN RD WML RELOCATION
ROUND ROCK, TEXAS

KEY MAP



SHEET
C-100
3 of 8

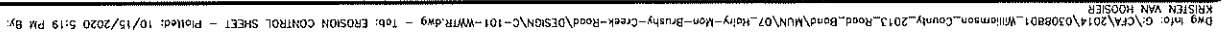


EXHIBIT B

Preliminary Opinion of Probable Construction Costs

EXHIBIT**"B"****CobbFendley**

Williamson County 2013 Road Bond
Hairy Man Rd - City of Round Rock
10" WWL Relocation
Engineer's Opinion of Probable Cost - 100%

10/15/2020

Bid Item	Description	Quantity	Unit	Unit Cost	Total Cost
505	Encasement Pipe, 20" Dia., Steel (ASTM A134)	50	LF	\$ 150.00	\$ 7,500.00
506-WW	Drop Manhole w/CIP Base, 5' Dia.	1	EA	\$ 7,000.00	\$ 7,000.00
509	Trench Safety Systems (All Depths)	83	LF	\$ 4.00	\$ 332.00
510-WW	Pipe, 10" Dia. PVC SDR-26 (All Depths)	83	LF	\$ 150.00	\$ 12,505.50
559	Concrete Box Culvert, 4 ft. x 4 ft. for temporary bypass	13	VF	\$ 300.00	\$ 3,900.00
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	165	LF	\$ 1.50	\$ 247.50
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	165	LF	\$ 1.50	\$ 247.50
SP506-BPWW	Temporary Wastewater Bypass Pumping	5	DAY	\$ 2,500.00	\$ 12,500.00
Total					\$ 44,232.50