

**FIRST AMENDED INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF HUTTO REGARDING THE CITY/COUNTY
PARTICIPATION IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO
SEGMENT 3 OF THE SOUTHEAST LOOP (FM 3349) CONSTRUCTION PROJECT**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This First Amended Interlocal Agreement (the “Amended Agreement”) is entered into as of this 10th day of February, 2023, by and between Williamson County, a political subdivision of the state of Texas (the “County”) and the City of Hutto, a Texas municipal corporation (the “City”) (collectively, the “Parties”).

RECITALS

WHEREAS, on the 7th day of December, 2021, the City and the County entered into an Interlocal Agreement (the “Agreement”) regarding design and construction of Segment 3 of the Southeast Loop along existing FM3349 from CR 404 to CR 395 (the “County Project”); and

WHEREAS, since the approval of the Agreement, the City is and has been in the process of designing proposed casings for the waterline utility adjustments or improvements associated with the County Project, and City has requested that the Agreement be amended to add additional waterline pipe and casing facilities scope to the project at the City's cost (the "City Project"), the location, scope, specifications and plan design of which is identified in Exhibit "A-1" attached hereto and incorporated herein; and

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City and County continue to desire to commence construction of the County Project and City Project since all of the necessary right-of-way or other property rights have been acquired;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree to the following amendment to the Agreement:

A.

That **Section II., CONSTRUCTION OF COUNTY PROJECT**, is hereby amended to read as follows:

2.01 County and City General Obligations and Payment. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, right of way acquisitions, utility relocations, and all other costs related to the

construction of the County Project. The County shall be responsible for the expense and construction of the improvements which constitute the City Project, subject to the reimbursement of 100% of the construction costs (estimated at \$1,617,893) as set out below. The City shall be responsible for all costs associated with the preliminary and final design for the City Project.

The City's 100% share of the actual construction costs for the City Project (estimated at \$1,617,893) shall be due and payable to the County 30 days after the City provides written acceptance of the completed City Project, and otherwise in accordance with the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. After acceptance, the City will own and maintain the facilities included within the City Project.

2.02 Construction Plans. The County will submit the plans and specifications related to the County Project to the City. The City has submitted the plans and specifications for the City Project, which are identified in Exhibit "A-1" attached hereto, to the County.

2.03 Inspection. The City may inspect all aspects of the County Project that are within the City Limits, and all aspects of the City Project, during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified, and a corrective plan of construction implemented with the agreement of the City.

2.04. Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project. The City shall be responsible for obtaining permits, if any, required for the construction of the City Project.

2.05. Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the County Project that lie within the City limits, and for any portion of the City Project. The County shall require the contractor to provide performance bonds, and maintenance bonds in favor of the City for the County Project and City Project in amounts satisfactory to the City. The County shall transfer any warranties for portions of the County Project within the city limits, and for the City Project, to the City upon final completion and acceptance of the Projects.

B.

All other terms and conditions of the Agreement shall remain in full force and effect.

C.

MISCELLANEOUS PROVISIONS

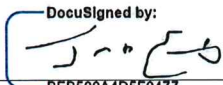
1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.

3. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.
4. **Amendments.** This First Amended Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
5. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
6. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.
7. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
8. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

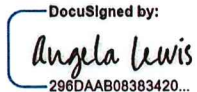
(signatures on the following pages)

CITY OF HUTTO, TEXAS

By: 
James R. Earp, City Manager

Date: February 10, 2023

Attest:


Angela Lewis, City Secretary

APPROVED AS TO FORM:

By: _____

Name: _____

Its: _____

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

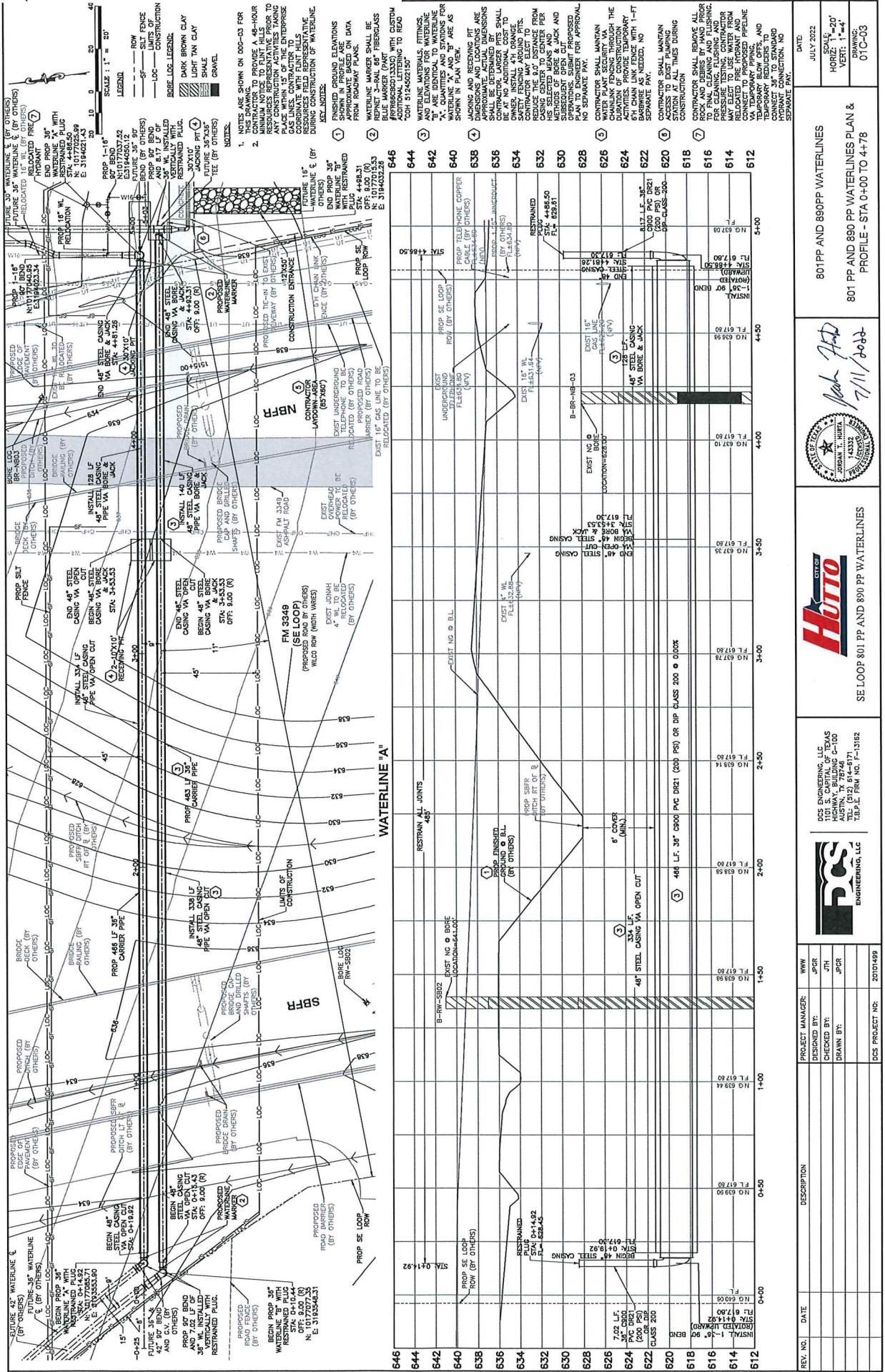
Date: _____

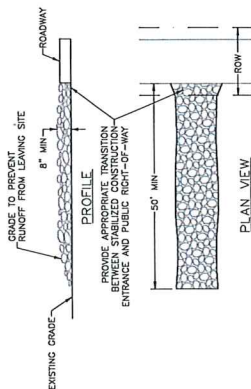
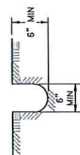
Attest:

Nancy Rister, County Clerk

**EXHIBIT “A-1”
CITY PROJECT PLAN SHEETS FOLLOWS**

[illegible]





CONSTRUCTION ENTRANCE NOTES:

1. STEEL POSTS WHICH SUPPORT THE SALT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST SHALL BE EMBEDDED IN THE SOIL TO A MINIMUM DEPTH OF 36 INCHES.
2. THE TOP OF THE SALT FENCE SHALL BE TRENCHED IN WITH A SPADE OR SHOVEL TO A MINIMUM DEPTH OF 6 INCHES. THE TRENCH SHALL BE 1/2 INCH WIDE AND 1/2 INCH DEEP.
3. THE TOP OF THE SALT FENCE SHALL BE TRENCHED IN WITH A SPADE OR SHOVEL AND PERPENDICULAR TO THE LINE OF FLOW WHERE FENCE CANNOT BE TRENCHED IN TO PRODUCE A 1/2 INCH WIDE FENCE FLAP WITH WASHED GRAVEL.
4. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ACCOMMODATE THE FENCING TO BE Laid IN THE TRENCH. THE TRENCH SHALL BE COMPLETED WITH WASHED GRAVEL.
5. THE FENCING WHICH IS Laid IN THE TRENCH SHALL BE INSTALLED FIRST ON ONE END OF THE TRENCH AND THEN THE OTHER END SHALL BE INSTALLED FIRST ON THE OTHER END OF THE TRENCH. THE FENCING SHALL BE TIGHTENED TO THE POINT WHERE IT IS COMPLETELY STABILIZED SO AS TO WITHSTAND THE FORCE OF THE WIND.
6. THE SALT FENCE SHALL BE REMOVED WHEN THE SITE IS NORMALLY STABILIZED SO AS TO PREVENT THE FENCING FROM BEING A TRIP HAZARD.
7. ACCUMULATED SALT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. ACCUMULATED SALT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES IN A MANNER SO AS NOT TO CONTRIBUTE TO ADDITIONAL SALINIZATION.

NOTE:
J-HOOKS SHALL ALSO BE USED
WHEN THE SILT FENCE IS
INSTALLED AT AN ANGLE OF 30
DEGREES OR GREATER FROM
PARALLEL TO THE CONTOURS.

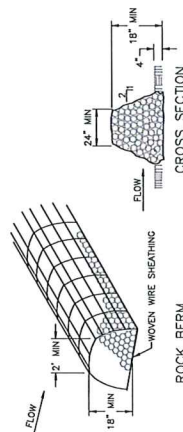
STABILIZED CONSTRUCTION ENTRANCE DETAIL 3

SILT FENCE DETAIL 2

SILT FENCE J-HOOKS

ROCK BERM NOTES:

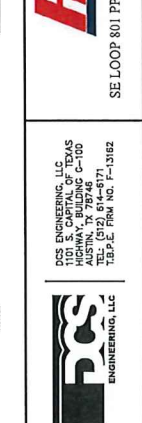
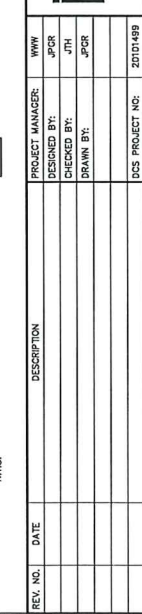
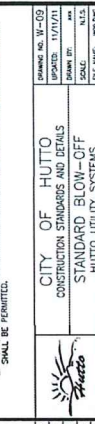
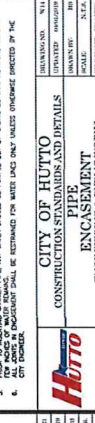
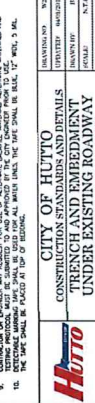
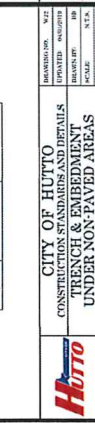
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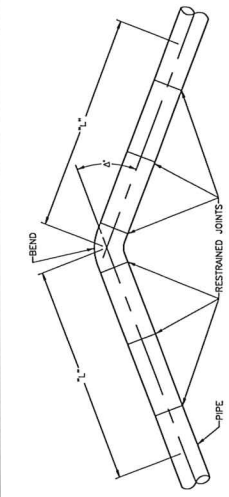


ROCK BERM

ROCK BERM DETAIL 4

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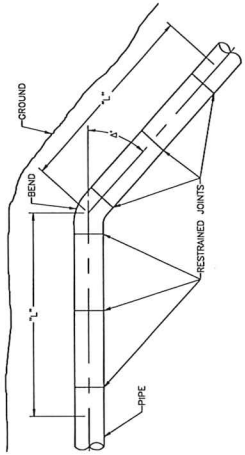




LENGTH "L" IN FEET (MIN)	
DUCTILE IRON PIPE (WORKING PRESSURE = 200 PSI)	
ANGLE (A°)	36" DIAMETER
11.25	14
22.5	27
45	56
90	108

LENGTH "L" IN FEET (MIN)	
C-800 POLYVINYL CHLORIDE PIPE (WORKING PRESSURE = 200 PSI)	
ANGLE (A°)	36" DIAMETER
11.25	14
22.5	27
45	56
90	108

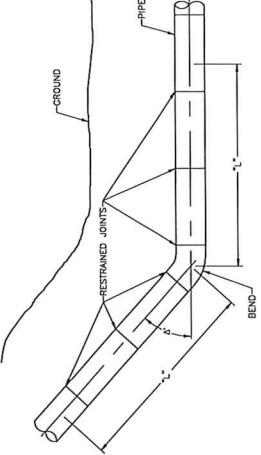
HORIZONTAL JOINT RESTRAINT 1
N.T.S.



LENGTH "L" IN FEET (MIN)	
DUCTILE IRON PIPE (WORKING PRESSURE = 200 PSI)	
ANGLE (A°)	36" DIAMETER
11.25	14
22.5	27
45	56
90	108

LENGTH "L" IN FEET (MIN)	
C-800 POLYVINYL CHLORIDE PIPE (WORKING PRESSURE = 200 PSI)	
ANGLE (A°)	36" DIAMETER
11.25	14
22.5	27
45	56
90	108

VERTICAL DOWNWARD BENDS JOINT RESTRAINT 2
N.T.S.



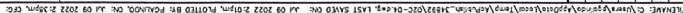
LENGTH "L" IN FEET (MIN)	
DUCTILE IRON PIPE (WORKING PRESSURE = 200 PSI)	
ANGLE (A°)	36" DIAMETER
11.25	14
22.5	27
45	56

LENGTH "L" IN FEET (MIN)	
C-800 POLYVINYL CHLORIDE PIPE (WORKING PRESSURE = 200 PSI)	
ANGLE (A°)	36" DIAMETER
11.25	14
22.5	27
45	56

VERTICAL UPWARD BENDS JOINT RESTRAINT 3
N.T.S.

- THRUST RESTRAINT SYSTEM GENERAL NOTES:
- THRUST RESTRAINT SYSTEMS HAVE BEEN DESIGNED FOR MAXIMUM LINE TEST PRESSURE PER SPECIFICATIONS.
 - BIDS SHALL BE PREPARED BASED ON USING RESTRAINED JOINTS TO RESIST THRUST LOADS SPECIFIED IN THE PROJECT SPECIFICATIONS.
 - ALL PIPING SHALL UTILIZE RESTRAINED JOINTS FOR THE LENGTHS SPECIFIED AND FOR TEES, ELBOWS, AND CROSSINGS. RESTRAINED JOINTS MAY BE USED IN COMBINATION WITH JOINT RESTRAINTS ONLY AS APPROVED BY THE ENGINEER.
 - PIPE SHALL BE MANUFACTURED TO TRANSFER THRUST FORCES WITHOUT EXCEEDING SPECIFICATIONS.
 - WHERE THRUST BLOCKS ARE SPECIFICALLY SHOWN, THEY SHALL BE INSTALLED IN ADDITION TO THE RESTRAINTS.
 - WHERE JOINT RESTRAINTS ARE SPECIFICALLY SHOWN, THEY SHALL BE INSTALLED IN ADDITION TO THE THRUST BLOCKS.
 - CONCRETE FOR THRUST BLOCKS SHALL BE 3000 PSI READY-MIX CONCRETE WITH A MINIMUM OF 4% AIR ENTRAINMENT.
 - WHERE JOINT RESTRAINT ZONE ENDS MID-JOINT, RESTRAIN NEXT JOINT BEYOND CASING PIPE END.

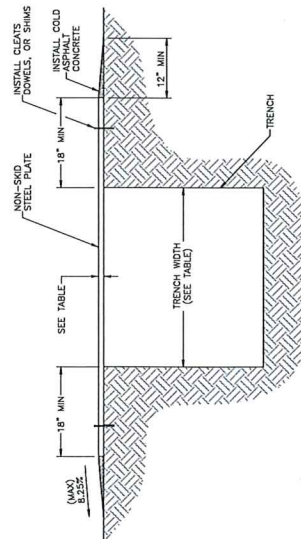
REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	WWW	DESIGNED BY:	JPCR	CHECKED BY:	JTH	DRAWN BY:	JPCR	DCS PROJECT NO:	20101699
DCS ENGINEERING, LLC 1100 W. CAPITAL OF TEXAS AUSTIN, TX 78745 TEL: 512.454.1100 FAX: 512.454.1101 E-MAIL: info@fcs-engineering.com SE LOOP 801 PP AND 890 PP WATERLINES												
Signature: <i>Jordan T. Hirth</i> Date: 7/11/2022 MISCELLANEOUS DETAILS JOINT RESTRAINT DETAILS												
DATE: JULY 2022 SCALE: N.T.S. DRAWING: 020-03												



TAPER LENGTHS			
SPEED (m/min)	SPEED (feet/min)	LENGTH (inches)	LENGTH (feet)
30	20	11	35
40	25	1*	55
50	30	26	85
55	35	36	120
60	40	41	170
70	45	61	220
80	50	84	260
90	55	101	325
95	60	125	~ 15
105	65	146	485

NOTES:

- [illegible]



TEMPORARY STEEL
PLATE TRENCH COVER

GENERAL NOTES:

1. TRAFFIC CONTROL SHALL BE PROVIDED WHEN WORK IS BEING PERFORMED WITHIN THE TRAVEL LANES.
 2. TRAFFIC SHALL BE STOPPED WHEN THE WORKWAY ONE LANE SHALL REMAIN OPEN AND ACCESSIBLE TO THROUGH TRAFFIC AT ALL TIMES. NO OPEN TIE-UPS ARE TO BE ALLOWED AT END WORK AREAS.
 3. TRAFFIC SIGNALS SHALL BE USED TO CONTROL TRAFFIC WHEN THE CITY REQUIRING THE WORK IN PROGRESS IS NOT BEING CONDUCTED.
 4. TEMPORARY LANE CLOSURES SHALL REQUIRE PLACERS(S) AND SIGNALS.
- FLASHER NOTES:**
1. FOR DAYTIME WORK, THE FLASHER SHALL WEAR AN APPROVED BRIGHTLY COLORED JACKET FOR NIGHTTIME WORK, THE JACKET SHALL BE ORANGE OR YELLOW. THE FLASHER SHALL WEAR A BRIGHTLY COLORED VEST, ORANGE, YELLOW, WHITE, SILVER, STRONG YELLOW-GREEN OR A FLUORESCENT VEST. THE FLASHER SHALL WEAR A BRIGHTLY COLORED HAT WITH A MINIMUM DISTANCE OF 100 FEET.
 2. FLASHERS SHALL USE ANY STOP/PAUSE PABLE TO DIRECT TRAFFIC.
 3. FLASHERS SHALL BE REQUIRED TO WEAR A FLUORESCENT VEST PRIOR TO BEGINNING PLACING OPERATIONS.
 4. FLASHERS SHALL NOT PERFORM WORK THAT IS NOT RELATED TO THE WORK BEING CONDUCTED.
 5. FLASHERS MAY CARRY AIR HORNS OR WHISTLES TO WARN WORKERS OF AN EMERGENCY OR BE REQUIRED TO USE TWO-WAY RADIOS WHEN OUT OF THE CLEAR VIEW OF EACH OTHER.
 6. FLASHERS SHOULD BE PROVIDED TO MARK PLACER TATIONS AT NIGHT (AS REQUIRED).

FLAGGER NOTES:

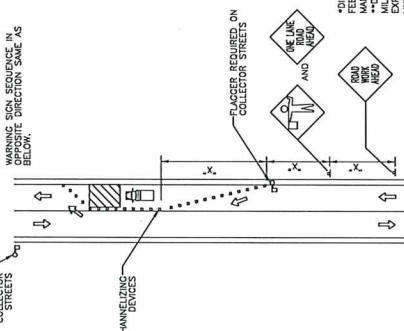
- FOR DAYTIME WORK THE FLASHER SHALL WEAR AN APPROVED BRIGHTLY COLORED VEST FOR NIGHTTIME WORK THE VEST SHALL BE ORANGE OR YELLOW WHILE SILVER STRONG YELLOW-GREEN OR A FLUORESCENT VERSION OF THESE COLORS SHALL BE GREEN AT A MINIMUM DISTANCE OF 1,000'. ONLY TWO/TWO-PARTY TO DIRECT TRAFFIC. FLASHERS SHALL INSURE THAT ALL REQUIRED SOUNDING IS IN PLACE PRIOR TO BEGINNING PLACING OPERATIONS. PLACEMENT OF PLACER WORK THAT IS NOT RELATED TO FLAGGING MUST BE DONE ON DUTY. FLASHERS MAY CARRY AIR HORNS OR WHISTLES TO WARN WORKERS OF PLACER STATIONS. FLASHERS SHALL BE REQUIRED TO USE TWO-WAY RADIOS WHEN OF CLEAR VIEW OF EACH OTHER. PLACER STATIONS SHALL BE PROVIDED TO MARK PLACER STATIONS AT NIGHT AS NEEDED.

• DISTANCE BETWEEN SIGNS SHOULD BE INCREASED TO HAVE 1500 FEET ADVANCE WARNING. (SEE SECTION 8C.04.07 OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES)

4
TYPICAL LANE CLOSURE

ADVANCE WARNING SIGN SPACING	POSTED SPEED (MPH)	SIGN SPACING "X" (FEET)
	25	100
	30	120
	35	160
	40	240
	45	320
	50	400
	55*	500
	60*	600
	65*	700
	70*	800
	75*	900
	80*	1000

FLASHER
REQUIRED ON
COLLECTOR
STREETS



4
TYPICAL LANE CLOSURE

REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER	WWW
			DESIGNED BY: JPCR	JPCR
			CHECKED BY: JTH	JTH
			DRAWN BY: JPCR	JPCR
			DCS PROJECT NO:	201014399

DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS
HIGHWAY, BUILDING C-100
AUSTIN, TX 78748
TEL: (512) 614-6171
F.B.E. FIRM NO. F-13162

SE LOOP 801 PP AND 890 PP WATERLINES



Jack Harts
7/11/2012

MISCELLANEOUS DETAILS

TRAFFIC CONTROL DETAILS

DATE:	JULY 2022
SCALE:	N.T.S.
DRAWING:	02C-05



DCS
ENGINEERING, LLC



SE LOOP 801 PP AND 890 PP WATERLINES

7/11/2022
Peak Fats

MISCELLANEOUS DETAILS
TXDOT TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD SHOULDER
WORK

DATE:	JULY 2022
SCALE:	N.T.S.
DRAWING:	02C-08