

**GATTIS SCHOOL ROAD  
MODIFIED INTERLOCAL AGREEMENT BETWEEN  
WILLIAMSON COUNTY AND TRAVIS COUNTY**

This Agreement is made and entered into by and between the County of Williamson ("Williamson County") and the County of Travis ("Travis County"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, Gattis School Road between Interstate Highway 35 and the proposed State Highway 130 is designated as a four-lane divided urban arterial within the Capital Area Metropolitan Planning Organization Mobility 2030 Plan;

WHEREAS, Gattis School Road is currently a four-lane urban arterial from Interstate Highway 35 to Williamson County Road 122/Red Bud Trail, then a rural, two-lane roadway between Williamson County Road 122/Red Bud Trail and the eastern boundary of the Huntington Trails/Forest Creek Estates subdivision, and then a four-lane undivided urban arterial from the eastern boundary of the Huntington Trails/Forest Creek Estates subdivision to the proposed State Highway 130;

WHEREAS, traffic volumes on Gattis School Road west of Priem Lane increased 100% from 4,020 to 8,070 vehicles in the five years between 1997 and 2002 and will continue to increase as new subdivisions are platted and State Highway 130 is completed;

WHEREAS, the rural section of Gattis School Road between Williamson County Road 122/Red Bud Trail and Priem Lane is approximately half in the unincorporated area of Williamson County (3,100 LF) and half in the unincorporated area of Travis County (3,150 LF); and

WHEREAS, the Parties worked with the Huntington Trails/Forest Creek neighborhood to attain an acceptable Alternative Alignment 3B that realigns Gattis School Road to the south of its existing location between Priem Lane and the eastern boundary of the Huntington Trails/Forest Creek Estates subdivision (1,500 LF);

WHEREAS, Travis County obtained voter approval of road bonds in November 2005 and Williamson County obtained approval of road bonds in 2006;

WHEREAS, the Parties desire to proceed to design and implement a project to upgrade the existing rural section of Gattis School Road (the "Improvements");

WHEREAS, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.; and

WHEREAS, Williamson County and Travis County executed on May 3, 2005 the Gattis School Road interlocal agreement and desire to modify said agreement;

NOW, THEREFORE, the Parties agree to modify the May 3, 2005 agreement and replace it with this Agreement as follows:

## A. PROJECT SCOPE AND DEVELOPMENT

The Road Project is divided into the following sections, as shown on Exhibit "A" attached hereto and made a part thereof:

<u>Section</u>	<u>Limits and Scope</u>
Section One	<p>Williamson County Road 122 to Priem Lane (approximately 50% of Section One is in Travis County and 50% is in Williamson County)</p> <p>Subject to a preliminary engineering design study which has now been completed, upgrade existing rural section to a four-lane undivided urban arterial (widening at key intersections to a five-lane undivided section) with a 10 foot wide pedestrian and bicycle trail on the north side of the roadway and a 5 foot wide sidewalk on the south side of the roadway, all within approximately 90 feet of right of way. Provide conduit for future traffic signal installations at intersections of Gattis School Road at Links, Priem, Cheyenne Valley, and Aspen once meeting the signal warrants in the current version of the Texas Manual on Uniform Traffic Control Devices. Provide water quality and stormwater flood attenuation features as required by the appropriate Travis County regulations. No water quality or stormwater flood attenuation features are required for sections of the project that discharge within Williamson County.</p>
Section Two	<p>Priem Lane to Meadowild Cove (Approximately 50% of Section Two is in Travis County and 50% is in Williamson County)</p> <p>Consistent with Alternative Alignment 3B, shown on Exhibit "B" attached hereto and made a part hereof, re-align to the south and upgrade the existing two-lane rural section to a four-lane divided urban arterial (widening at key intersections to a five lane section) with a 10 foot wide pedestrian and bicycle trail on the north side of the roadway and a 5 foot wide sidewalk on south side of the roadway, a 6 foot high architectural stone wall on both sides, landscaped median, bus turn-out lane on the south side of the roadway, all within approximately 90 feet of right-of-way. Provide conduit for future traffic signal installations at intersection of Gattis School Road at Huntington Trail once meeting the signal warrants in the current version of the Texas Manual on Uniform Traffic Control Devices. Provide water quality and stormwater flood attenuation features as required by the appropriate Travis County regulations. No water quality or stormwater flood attenuation features are required for sections of the project that discharge within Williamson County.</p>
Section Three	<p>Meadowild Cove to Bethpage Drive (100% of Section Three is in Williamson County)</p> <p>Upgrade existing rural section to a five-lane undivided section with a 10 foot wide pedestrian trail on the north side of the roadway and a 5 foot wide sidewalk on the south side of the roadway , all within approximately 90 feet of right of way. Provide conduit for future traffic signal installation at intersection</p>

of Gattis School Road at Bethpage Drive once meeting the signal warrants in the current version of the Texas Manual on Uniform Traffic Control Devices. Provide water quality and stormwater flood attenuation features as required by the appropriate Travis County regulations. No water quality or stormwater flood attenuation features are required for sections of the project that discharge within Williamson County.

1. With regard to the development of Sections One and Two, Travis County will be responsible for and will fund:

- a) The management, the financial accounting, the construction bidding, the administration of the design and construction contracts, utility relocation coordination, and the construction inspection;
- b) Soliciting and managing the contracts for the necessary engineering and surveying services (the "Engineering Services") for the Project, which include, as applicable: (i) environmental studies, including any required public presentations; (ii) right of way surveying services, including centerline staking, and the production of parcel field notes, strip maps, right of way plans, and individual parcel plats; (iii) professional engineering design services, including preparation of final plans, specifications, construction cost estimates, and other supporting documentation. (iv) securing Federal, State, and local permits;
- c) Fifty percent (50%) of the cost of engineering services, construction testing, and fees and permits (other than those permits issued by each of the Parties);
- d) One hundred percent (100%) of the plan review and permit fees of Travis County
- e) Fifty percent (50%) of the cost of construction, including environmental mitigation, stormwater detention and filtration, soil erosion and sedimentation control, tree replacement and landscaping, pedestrian and bicycle trail improvements, road and road-related construction, and traffic controls;
- f) One hundred percent (100%) of the construction cost of the 6 foot high architectural stone wall in Section Two;
- g) Within Travis County, one hundred percent (100%) of the cost of the right of way, improvements thereon, and easements, real estate negotiation and acquisition, appraisals and land plans, appraisal reviews, court costs and expert witness fees, and the administrative cost of any condemnations.

2. With regard to the development of Sections One and Two, Williamson County will be responsible for and will fund:

- a) Fifty percent (50%) of the cost of engineering services, construction testing, and fees and permits (other than those permits issued by each of the Parties);
- b) One hundred percent (100%) of the plan review and permit fees of Williamson County
- c) Fifty percent (50%) of the cost of construction, including environmental mitigation, storm water detention and filtration, soil erosion and sedimentation control, tree replacement and landscaping, pedestrian and bicycle trail improvements, road and road-related construction, and traffic controls, but not including the 6 foot high architectural stone wall in Section Two;

- d) Within Williamson County, one hundred percent (100%) of the cost of the right of way, improvements thereon, and easements, real estate negotiation and acquisition, appraisals and land plans, appraisal reviews, court costs and expert witness fees, and the administrative cost of the condemnation
- 3. With regard to the development of Section Three, Travis County will be responsible for and will fund:
  - a) the management, the financial accounting, the construction bidding, the administration of the construction contract, utility relocation coordination, and the construction inspection.
- 4. With regard to the development of Section Three, Williamson County will be responsible for and will fund:
  - a) the management, the financial accounting, the administration of the design contract.
  - b) Soliciting and managing the contracts for the necessary engineering and surveying services (the "Engineering Services") for Section Three, which include, as applicable: (i) environmental studies, including any required public presentations; (ii) right of way surveying services, including centerline staking, and the production of parcel field notes, strip maps, right of way plans, and individual parcel plats; (iii) professional engineering design services, including preparation of final plans, specifications, construction cost estimates, and other supporting documentation; and (iv) securing Federal, State, and local permits;
  - c) One hundred percent (100%) of the cost of engineering services, construction testing, and fees and permits (other than those permits issued by each of the respective Parties)
  - d) One hundred percent (100%) of the plan review and permit fees of Williamson County
  - e) One hundred percent, 100%, of the cost of construction, soil erosion and sedimentation control, utility relocation, road and road-related construction, and traffic controls;
  - f) One hundred percent (100%) of the cost of the right of way, improvements thereon, and easements, real estate negotiation and acquisition, appraisals and land plans, appraisal reviews, court costs and expert witness fees, the administrative cost of condemnations, the 5 foot wide sidewalk, and the 10 foot wide pedestrian trail. No water quality or stormwater flood attenuation features are required for sections of the project that discharge within Williamson County.

**B. PROJECT MANAGEMENT AND COORDINATION**

1. Joseph P. Gieselman (or successor), the Executive Manager (the "Executive Manager") of Travis County's Transportation and Natural Resources Department ("TNR") will act on behalf of Travis County with respect to the work to be performed under this Agreement and will have complete authority to interpret and define Travis County's policies and decisions with respect to the construction of the Improvements. The Executive Manager may designate other representatives to transmit instructions and receive information.

2. Joe M. England, P.E. (or successor), (the "Williamson County Engineer") will act on behalf of Williamson County with respect to the work to be performed under this Agreement and will have complete authority to interpret and define the Williamson County policies and decisions with respect to the construction of the Improvements. The Williamson County Commissioners Court may designate other representatives to transmit instructions and receive information.

C. DESIGN ENGINEERING

1. Completion of the engineering design of Sections One and Two of the Project is the responsibility of Travis County. Completion of the engineering design of Section Three of the Project is the responsibility of Williamson County. The plans and specifications for the Project shall be in accordance with the applicable Texas Department of Transportation ("TxDOT") specifications, and meet the minimum adopted design standards of each Party for the sections of the project that fall within their respective jurisdictions. To the extent either Party requests any specifications to be made that exceeds TxDOT's specifications or the Party's minimum adopted standards, such specifications shall be made at that Party's expense.

5. Williamson County shall pay Travis County for 50% of the costs of the Engineering Services for Sections One and Two, including reimbursable expenses, litigation testimony, revisions to plans, specifications, and estimates, and/or any other Engineering costs for the Project. Williamson County shall pay 100% of the costs of the Engineering Services for Section Three.

6. Travis County shall submit the Design Engineering work-products for Sections One and Two to Williamson County at 30%, 60%, 90% design completion, and final design for its review to assure compliance with required design standards, cost-effectiveness, and sound engineering practices. Williamson County shall submit the Design Engineering work-product for Section Three to Travis County at 30%, 60%, 90% design completion, and final design for its review to assure compatibility of designs between Project Sections and to incorporate the Section Three design into the Project construction documents for bidding by Travis County.

7. Both Parties shall have rights to the engineering plans, specifications, and work projects of the Design Engineers and his subcontractors for Sections One and Two.

8. Travis County shall act as the liaison between the Design Engineer and any applicable agencies in the development of the Design Engineering for Sections One and Two. Williamson County shall act as the liaison between the Design Engineer and any applicable agencies in the development of the Design Engineering for Section Three.

10. The Parties agree to expedite the review of the submitted construction plans. The Parties will provide their comments and any corrections within ten (10) working days of the date of receipt of the plans..

D. RIGHT-OF-WAY ACQUISITION

Upon the delivery of the field notes and maps to the Parties, the Parties will expeditiously acquire the necessary right-of-way for the Project within their respective Jurisdictions on a timely

basis in order to meet the Project Schedule. The Parties agree to comply with all applicable federal and state laws, regulations, and procedures in the acquisition of the necessary right-of-way for the Project. In regards to the one parcel that is in both Williamson County and Travis County, Williamson County will obtain the entire parcel and Travis County will reimburse Williamson County for Travis County's pro rata share of the cost.

E. UTILITY RELOCATION

Travis County is responsible for coordinating the relocating of any utilities located within the right-of-way of the project in order to provide clear right-of-way for the construction of the Project on a timely basis in order to meet the Project Schedule. Costs for relocations that utility owners are not legally responsible for paying will be paid by the county whose jurisdiction the utility is located within. In the event of a delay claim arising from a utility owner's failure to timely relocate a utility, the Parties agree, to the extent allowed by law, to equally share the costs of litigating and/or settling such a claim regardless of where the facility is located. The Parties further agree to use a Change Order to pay for such claims. Travis County agrees to comply with all applicable federal and state laws, regulations, and procedures in relocating the utilities for the Project.

F. CONSTRUCTION

1. Travis County will:

(a) solicit bids for the construction of the Project based on the plans and specifications and in accordance with applicable state and local bidding laws, practices, and procedures, and enter into a firm unit-price contract with the successful bidder. All rights-of-way and easements necessary for any phase, section, or segment of the Project shall be acquired by the appropriate governing entity or a right of entry shall be obtained before the award of the construction contract.

(b) provide to Williamson County:

- (i) three (3) executed copies of all contracts affecting the Improvements;
- (ii) a monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to the Construction of the Improvements with a breakdown into costs per Section, including copies of invoices, statements, vouchers, or any other evidence of payment or debt;
- (iii) executed change orders directly affecting Construction;
- (iv) a copy of any change order request involving the Construction within two (2) working days of its receipt by Travis County by delivery to Williamson County and
- (v) upon completion by Travis County's Design Engineer, Travis County will furnish Williamson County with six (6) copies of the plans and specifications of the Sections One and Two of the project it is responsible for designing sealed by Travis County's Design Engineer.

2. Williamson County will, upon completion by Williamson County's Design Engineer, furnish Travis County with six (6) copies of the plans and specifications of the Section(s) of the project it is responsible for designing sealed by Williamson County's Design Engineer.
3. All construction contracts affecting the Project shall include a payment and performance bond for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the Parties. The Parties hereto agree that the warranty shall inure to the benefit of both Parties promptly after acceptance of the construction of the Improvements by both Parties for a period of two years from the date of acceptance of the Improvements. The contractor shall post maintenance bonds or other security acceptable to both Parties to secure the warranty.

G. FINANCIAL OBLIGATIONS

1. The Parties agree to pay as their respective costs for the development of the Project and the construction of the Improvements the costs set forth above in Section A.
2. Travis County obtained voter approval in November 2005 for supplemental funding of its share of Project costs as described in this agreement and Williamson County shall use its supplemental funding for its share of the Project costs.
3. Prior to the execution by Travis County of a professional services agreement for such engineering services but no later than March 1, 2006, Williamson County shall pay to Travis County 50% of the estimated cost of the engineering services for Sections One and Two based on said professional services agreement. Prior to the execution by Travis County of a construction contract, but no earlier than October 1, 2007 and contingent upon the approval of adequate funding, Williamson County shall pay to Travis County 50% of the amount of said construction contract, construction testing, and fees, and permits for Sections One and Two and 100% of the amount for Section Three. In the event that either county lacks sufficient funds for this project, then either party has the right to proceed with all or any portion of the construction of the Project solely at its cost. Travis County shall act as Escrow Agent for the management of Williamson County's funds and shall deposit the funds in an interest-bearing account. Travis County shall invest the funds in accordance with the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, and other applicable laws, or bond covenants. The interest which accrues on the escrowed funds shall be credited to Williamson County's account and may be used to pay any of the obligations of Williamson County hereunder, including the payment of approved change orders. Any funds remaining in Williamson County's escrow account upon the completion of the construction shall be returned to Williamson County. Travis County shall provide Williamson County, at least monthly, with an accounting of the deposits to and disbursements from Williamson County's escrow account. Travis County will make its records available, at reasonable request, to the Williamson County auditors, or its independent financial advisors or other professionals who provide arbitrage rebate calculations to Williamson County.
4. Travis County shall pay submitted invoices for the Construction, which have been approved as required by this Agreement.

5. The Parties will be responsible for their respective shares of any increase in costs for the engineering services, construction, or other project cost above the amounts estimated under Section G.3. Williamson County shall have the right to review and approve in advance any authorization by Travis County to increase such costs. Williamson County shall make its funds available to Travis County within 30 days of receipt of an invoice by Travis County, such invoice to be accompanied by the change order request from the construction contractor or other documentation of the basis for the cost increase. If Williamson County does not approve a cost increase, Travis County may either terminate this agreement and the project, in which case Williamson County shall remain liable for funds expended before termination, or elect to proceed with the remainder of the project without Williamson County paying its share of increased costs. If Travis County elects to proceed with the remainder of the project, Travis County may unilaterally value engineer the project so as to complete it with funds on hand and Williamson County shall remain liable for all costs under this agreement except the amount of the increase that Williamson County declined to approve.

6. The Parties will provide their respective shares for the development of the Project on a timely basis in order to meet the Project Schedule.

7. As required by law, the party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

8. The Parties agree to call down on any subdivision construction security posted for the construction of the Project, which are currently posted or which may be posted for the Project, and apply the proceeds to the construction of the Project. In addition, the Parties agree to pursue any grants or donations for the Project, to the extent such grants or donations do not interfere with the intent of the Project, and apply the proceeds to the Project.

#### H. INSPECTION

1. Travis County shall be responsible for inspecting, preparation of cut sheets, and testing the construction of the Improvements. Travis County shall designate a Project Manager and construction inspector to make inspections of the completed work on a daily basis. The inspector shall coordinate work on a daily basis. The Project Manager and inspector shall coordinate with the construction contractor, as reasonable and necessary, in making the daily inspections.

2. Travis County's Project Manager and shall meet with Williamson County's designated Project Coordinator, as required, to review the contractor's progress reports and invoices for Construction before approval by the Parties.

3. Any deficiencies in the Construction identified by Travis County shall be immediately reported either in person or by telephone conversation to Williamson County's Project Coordinator, and the contractor with an additional written notice to be deposited in the U.S. Mail within 24 hours of the identification of any such deficiencies. The Travis County Project Manager shall direct the contractor as to any appropriate remedial action.



J. LIABILITY

The Parties agree that, to the extent allowed by Texas law, they are respectively responsible for their own proportionate share of any liability arising out of or in connection with the activities to be undertaken pursuant to this Agreement. Williamson County shall be named as an additional insured on Travis County's Contractor's insurance coverage.

K. ACCESS TO PROJECT PROPERTY

The Parties acknowledge that it may be necessary for the Parties, and their respective employees and professional consultants to enter onto real property in the Parties respective jurisdictions to perform surveying and other professional services for the development of the Project. Therefore, the Parties agree to provide any necessary assistance, including the initiation and prosecution of legal proceedings, to secure the right of the Parties and their respective employees and consultants to enter onto such real property as is necessary in the development of the Project.

L. PROJECT SCHEDULE

To the extent possible, the Parties agree to use their best efforts to expedite the Improvements. The Parties agree to the following deadlines for project development and completion:

Commencement of Engineering Design:	March 1, 2006
Completion of Engineering Design:	May 1, 2007
Completion of Right of Way Acquisition	May 1, 2008
Completion of Utility Adjustments	March 1, 2008
Commencement of Construction	July 1, 2008
Completion of Construction	Dec 1, 2009

M. FORCE MAJEURE

In the event that the performance by any of the Parties of any of their obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an Act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then the respective party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereto.

N. NOTICE

Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

WILLIAMSON COUNTY: Dan A. Gattis (or successor)  
Williamson County Judge  
710 Main Street  
Georgetown, Texas 78626

COPY TO: Jana Duty (or successor)  
Williamson County Attorney  
405 M.L.K., Box #7  
Georgetown, Texas 78626

TRAVIS COUNTY: Joseph P. Gieselman (or successor)  
Executive Manager, TNR  
Travis County  
P.O. Box 1748  
Austin, Texas 78767

COPY TO: David Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attention: File No. \_\_\_\_\_

O. MISCELLANEOUS

1. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

2. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties respecting the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the Parties hereto. However, any consent, waiver, approval, or authorization shall be effective, if signed by the party granting or making such consent, waiver, approval, or authorization. No official, representative, agent, or employee of Travis County or Williamson County, Texas has any authority to modify this Agreement except pursuant to such express authority as may be granted by the Commissioners Court of Travis County or Williamson County, Texas.

3. This Agreement takes effect upon the complete execution of the Agreement by the Parties and shall have an initial term of one year. This Agreement shall thereafter automatically renew from year-to-year, subject to the availability of funding.

4. This Agreement may be terminated by any party with thirty (30) days written notice for the substantial failure of the other party to perform its obligations hereunder. Also, this Agreement may be terminated with one hundred twenty (120) days written notice for any other reason.

5. The Parties hereto covenant and agree that they will execute other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

6. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

7. This Agreement shall be construed under the laws of the State of Texas. The Parties agree that any suits pursued relating to this Agreement will be filed in a district court of Travis County, Texas.

8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No party may assign any rights under this Agreement without the written consent of the other party. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

9. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

10. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11. This Agreement may be executed simultaneously in one or several counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The terms of this Agreement shall become binding upon each party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such party.

Effective as of the later date set forth below.

WILLIAMSON COUNTY, TEXAS

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

County Judge

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

Approved as to Form:

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

Hal C. Hawes

Assistant Williamson County Attorney

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

James Gilger, CPA,

Williamson County Contract

Management Auditor

TRAVIS COUNTY, TEXAS

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

County Judge

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