

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF TAYLOR, TEXAS REGARDING THE REHABILITATION/RECONSTRUCTION EXPANSION OF BUSINESS 79 (2<sup>ND</sup> STREET) IN TAYLOR, TEXAS AND ASSUMPTION OF OPERATION AND MAINTENANCE OF SAME FROM TEXAS DEPARTMENT OF TRANSPORTATION**

**THIS INTERLOCAL AGREEMENT** is made and entered into effective this 22<sup>nd</sup> day of July, 2008, by and between WILLIAMSON COUNTY (the "County") and the CITY OF TAYLOR ( the "City") , political subdivisions of the State of Texas.

**WITNESSETH:**

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies 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 County and the City desire to cooperate in the funding of the rehabbing/reconstruction of Business 79, also known as 2<sup>nd</sup> Street in Taylor, Texas, as shown on Exhibit "A", attached hereto and incorporated herein (the "Project"); and

**WHEREAS**, the City desires to assume the maintenance and operation of the Project from the Texas Department of Transportation (TxDOT), and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

**I.**

**FINDINGS**

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.

2. **County Obligations.** The County will proceed to reconstruct Business 79 (2<sup>nd</sup> Street) from Loop 427 (Taylor Loop – US 79) 1.6 miles to SH 95 (“Phase 1”). The estimated cost of the roadway construction, including drainage, of the Phase 1 project is \$ 14.2 million. The County will initially assume operation and maintenance of Phase 1 of the Project from TxDOT, and will, in turn, require the City to assume operation and maintenance after Phase 1 of the Project is complete. The County will be responsible for all construction costs up to and no more than \$14.2 million, save and except the costs listed under City Obligations, below. The County will allow the City to participate in all pre-construction conferences, and to review all plans for road construction, including utility relocation, landscaping, and drainage design.

3. **City Obligations.** The City agrees to reimburse the County for all costs related to the design and relocation of all water and wastewater utilities within Phase 1. Additionally, the City will be responsible for costs associated with any amenities, including but not limited to landscaping, decorative lighting or specialized signage. Any such items will be itemized in the construction bids and the City agrees to reimburse the County for those items. This reimbursement includes, but is not limited to, the costs incurred Halff & Associates to design the relocation of all water and wastewater utilities, amenities, and all costs associated with the actual relocation of said water and wastewater utilities and amenities. This City reimbursement shall be due and owing within 30 days after receipt of an invoice from the County. Additionally, the City agrees to assume from TxDOT and/or the County the operation and maintenance of the Project in phases. Phase 1, as described above, shall be assumed as soon as possible after the County completes the construction of Phase 1. The County and the City shall cooperate with TxDOT to assure that the assumption of jurisdiction and maintenance of Phase 1 occurs expeditiously. The City further agrees to assume operation and maintenance of Phase 2 of the Project within five (5) years of the signing of this Agreement. Phase 2 of the Project shall be from SH 95 eastward along 4<sup>th</sup> Street to Loop 427 (Taylor Loop – US 79) for 1.7 miles.

4. **County Obligations.** The County shall schedule periodic progress meetings with the City of not less than one per month, unless otherwise agreed by both Parties, and the City shall have the right to review all construction documents prior to finalization by the County.

## **II.**

### **Term of Agreement**

1. **Term of Agreement.** The term of this Agreement shall begin as of the date the last party signs this Agreement, and extend for five (5) years.

## **III.**

### **General and Miscellaneous**

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Williamson County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.

3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the City nor Williamson County waives, modifies, or alters 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.

4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.

5. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**IN WITNESS WHEREOF,** the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

[Signatures on the following page.]

**WILLIAMSON COUNTY**

By: 

Dan A. Gattis, County Judge  
Williamson County, Texas

**CITY OF TAYLOR**

By: 

Rod Hortenstine, Mayor

*approved July 8, 2008*

**HALFF**



400 WEST BIVAN LANE, SUITE 400  
TAYLOR, TEXAS 77778-3636  
TEL: (817) 223-8100  
FAX: (817) 223-8101

**BUS 79/ 2ND STREET  
RECONSTRUCTION**  
Taylor, Texas

## PRELIMINARY

FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY GR UNDER THE SUPERVISION OF:

JON ERIC GOBERT	69333
NAME	P.E. NO.
DATE	03/24/08

### ENGINEERING ESTIMATE OF PROBABLE CONSTRUCTION COST

BUS 79 ROADWAY:	\$3.5M
BUS 79 STORM SEWER:	\$3.8M
<b>TOTAL CONSTRUCTION:</b>	<b>\$7.3M</b>

Project No.: 24540

Issued: 03/24/2008

Drawn By: JEG

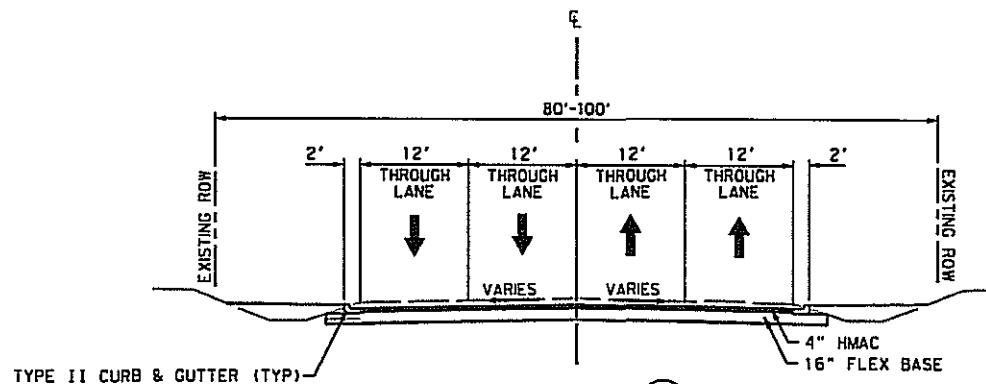
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Sheet Title

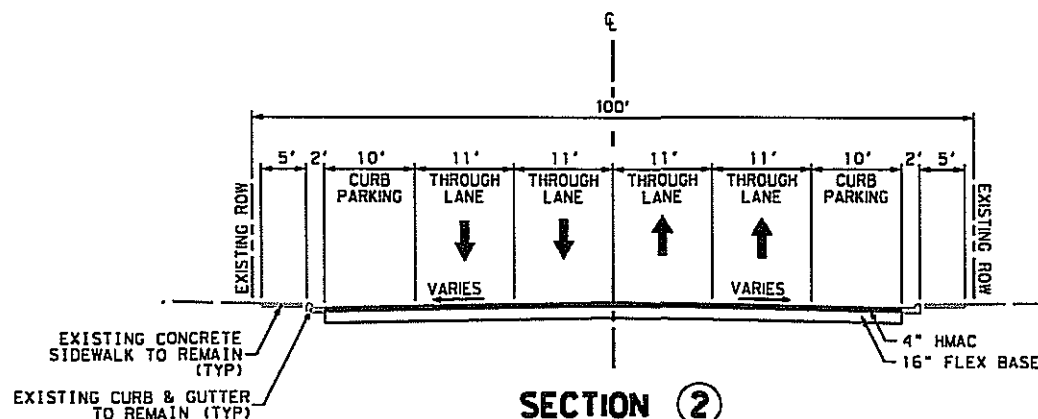
**TYPICAL SECTIONS  
OPTION B**

Sheet Number



### SECTION ① PROPOSED TYPICAL URBAN SECTION

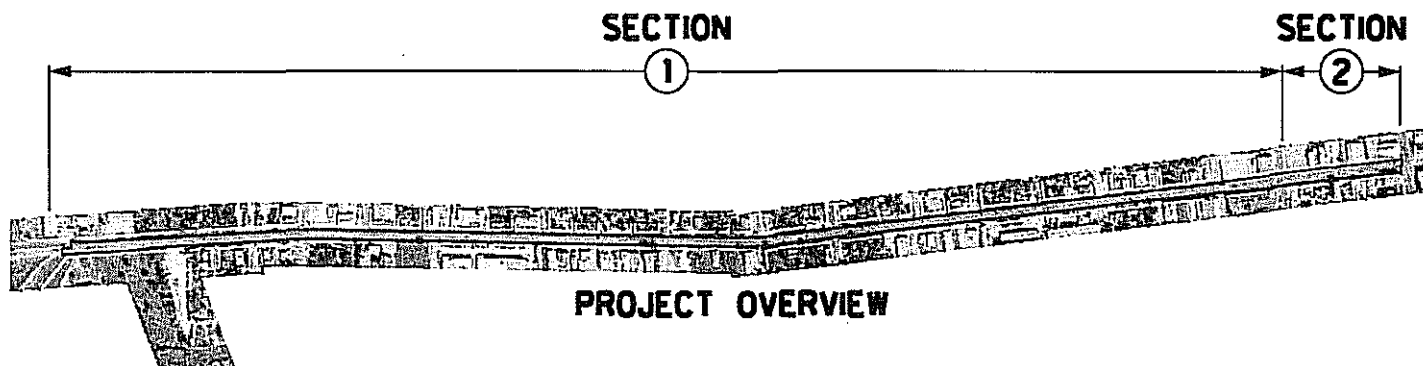
STA 168+38.52 TO STA 236+87.50



### SECTION ② PROPOSED TYPICAL URBAN SECTION THROUGH HISTORIC DISTRICT

STA 236+87.50 TO STA 243+97.50

NOTE: EXISTING CURB & GUTTER  
MUST REMAIN THROUGH  
HISTORIC DISTRICT.



**PROJECT OVERVIEW**

## BUS 79 (2nd Street) Roadway and Drainage Project

Engineer's Estimate of Probable Project Cost

Wilco Road Bond Budget = \$14,100,000

Description	Unit	No. of Units	Price per unit		Total Price
<b>Probable Construction Costs</b>					
1 Roadway (4 lane section)	LS	1	\$ 3,450,000		\$ 3,450,000
2 Roadway storm sewer	LS	1	\$ 3,800,000		\$ 3,800,000
3 Drainage improvements across UPRR	LS	1	\$ 4,300,000		\$ 4,300,000
4 East Basin storm sewer (I)	LS	1	\$ 2,150,000		\$ 2,150,000
5 Water and Sanitary Sewer (II)	LS	1	\$ 1,900,000		\$ 1,900,000
6 Sidewalk & Curb Ramps (III)	LS	1	\$ 300,000		\$ 300,000
				<b>Subtotal</b>	<b>\$ 15,900,000</b>
<b>Professional Services</b>					
1 Engineering for drainage PS&E	LS	1	\$ 400,000		\$ 400,000
2 Engineering for roadway PS&E	LS	1	\$ 800,000		\$ 800,000
3 Water and Sanitary Sewer design (II)	LS	1	\$ 200,000		\$ 200,000
				<b>Subtotal</b>	<b>\$ 1,400,000</b>
<b>Right of Way</b>					
1 Easement acquisition (iv)	LS	1	\$ 250,000		\$ 250,000
2 ROW acquisition services (iv)	LS	1	\$ 50,000		\$ 50,000
				<b>Subtotal</b>	<b>\$ 300,000</b>
<b>Utility Relocation</b>					
1 Conceptual Franchise Utility Relocation Costs (excluding W & WW) (iv)	LS	1	\$ 1,000,000		\$ 1,000,000
				<b>Subtotal</b>	<b>\$ 1,000,000</b>
<b>Union Pacific Railroad Costs</b>					
1 Engineering Review & Admin (iv)	LS	1	\$ 50,000		\$ 50,000
2 Flagging & Monitoring (iv)	LS	1	\$ 100,000		\$ 100,000
				<b>Subtotal</b>	<b>\$ 150,000</b>
<b>Total Project Costs</b>					<b>\$ 18,750,000</b>
City of Taylor cost participation for utilities and sidewalk					\$ 2,400,000
City of Taylor cost participation for East Basin storm sewer					\$ 2,150,000
Williamson County Costs					\$ 14,200,000
<b>Total Project Funding</b>					<b>\$ 18,750,000</b>

### NOTES:

- i). East Basin storm sewer costs (if constructed) are to be funded by City of Taylor.
- ii). Water & sewer design and construction costs are to be funded by the City of Taylor.
- iii). Sidewalk costs to be funded by City of Taylor (amenities such as hardscaping, landscaping, lighting, etc. are excluded from this estimate).
- iv). ROW, Utility Relocation and UPRR costs are preliminary in nature.
- v). Contingencies are built into the lump sum prices shown in this estimate.
- vi). This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or to any Third Party for any failure to accurately estimate the cost and/or quantities for the project, or any part thereof. Unit prices are in current dollars and should be adjusted as required if letting schedule for project is post-poned.

4/1/2008

# Project Location Map

## BUS 79

Removal of BUS 79  
From State Highway System

From West Taylor Loop  
To East Taylor Loop

### Responsibility

City of Taylor

