

FIRST AMENDED
INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF ROUND ROCK

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This First Amended Interlocal Agreement (the "Agreement") is entered into as of this 23 day of February, 2012, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Round Rock, a Texas home-rule municipality (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, the County and the City are parties to that certain Interlocal Agreement Between Williamson County and the City of Round Rock dated March 10, 2011 wherein the parties agree to cooperate in improvements to University Boulevard from Sunrise Road to Seton Parkway (the "Project") and for the City to annex the same (the "Original Agreement"); and

WHEREAS, the Parties desire to amend the Original Agreement to reflect a change in the improvements that are part of the Project;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

A.

AMENDMENTS

1. Section 1.1 is amended to read as follows:

1.1 The Road Improvements. The improvements to University Boulevard from Sunrise Road to FM 1460 shall consist of all of the items listed in Exhibits "B1-B6", attached hereto and incorporated herein (the "Road Improvements"). The Road Improvements shall also include all engineering, legal, financing, or other expenses incident to the improvement of the Project.

2. Section 1.2 is amended to read as follows:

1.2 Obligation of the County. The County shall be responsible for the construction of all Road Improvements, as well as all other costs related to the Project. Provided however, the City shall be responsible for all costs, but not the construction, associated with the overlay described in Exhibit B6, generally

consisting of a seal coat, a two-inch overlay, and striping (the "Overlay"). The City shall be responsible for obtaining and accepting bids for the Overlay and the City reserves the right to accept the lowest and best alternate bid for the Overlay as deemed acceptable by the City, or reject any and all alternate bids for the Overlay. The City shall reimburse the County for all costs related to the Overlay upon completion of the Project.

3. Section 1.3 is amended as follows:

"Project Improvements" is replaced with "Road Improvements".

4. The Original Agreement is amended by including the attached Exhibit "A" as Exhibit "B6".

5. Section 1.5 is added, reading as follows:

1.5 City Right of Entry and Use

a. The Parties agree that the City shall have a right of entry ("ROE") and a right of use ("ROU") to the County's right of way on the Project prior to the completion of the Project and the subsequent reimbursement and annexation by the City. This ROE and ROU shall be specifically for, and limited to, the construction of traffic signals and minor curb modifications at the University Blvd. intersections with Teravista Club Dr., Sandy Brook Dr., and College Park Dr.

b. The Parties agree that the City's signal contractor will be given Notice to Proceed no earlier than 30 days after the County's contractor begins work. Once signal construction begins, the City's signal contractor will coordinate all work and schedules with the County's roadway contractor. The City will coordinate with the County throughout the construction of these traffic signals and shall be responsible for operation and maintenance of the signals regardless of when the annexation of the Project is finalized. The City's Construction Inspector will be completely and solely responsible for the work to install the traffic signals and will cooperate with the County's inspection staff as necessary to assist coordination of the overlapping work zones.

c. The Parties agree that the traffic signals shall not begin normal functioning prior to the County's contractor completing work on the Project, provided however, the City may operate them in "flash-mode" if desired.

B.

MISCELLANEOUS PROVISIONS

1. To the extent necessary to effect the terms and provisions of this First Amendment, the Original Agreement is hereby amended and modified. In all other respects, the Extension is hereby ratified and confirmed.

2. This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have executed this First Amendment to be effective as of the date written above.

WILLIAMSON COUNTY

By: 

Honorable Dan A. Gattis, County Judge

Date: 03-06-2012

CITY OF ROUND ROCK, TEXAS

By: 

Alan McGraw, Mayor

Date: 2.23.12

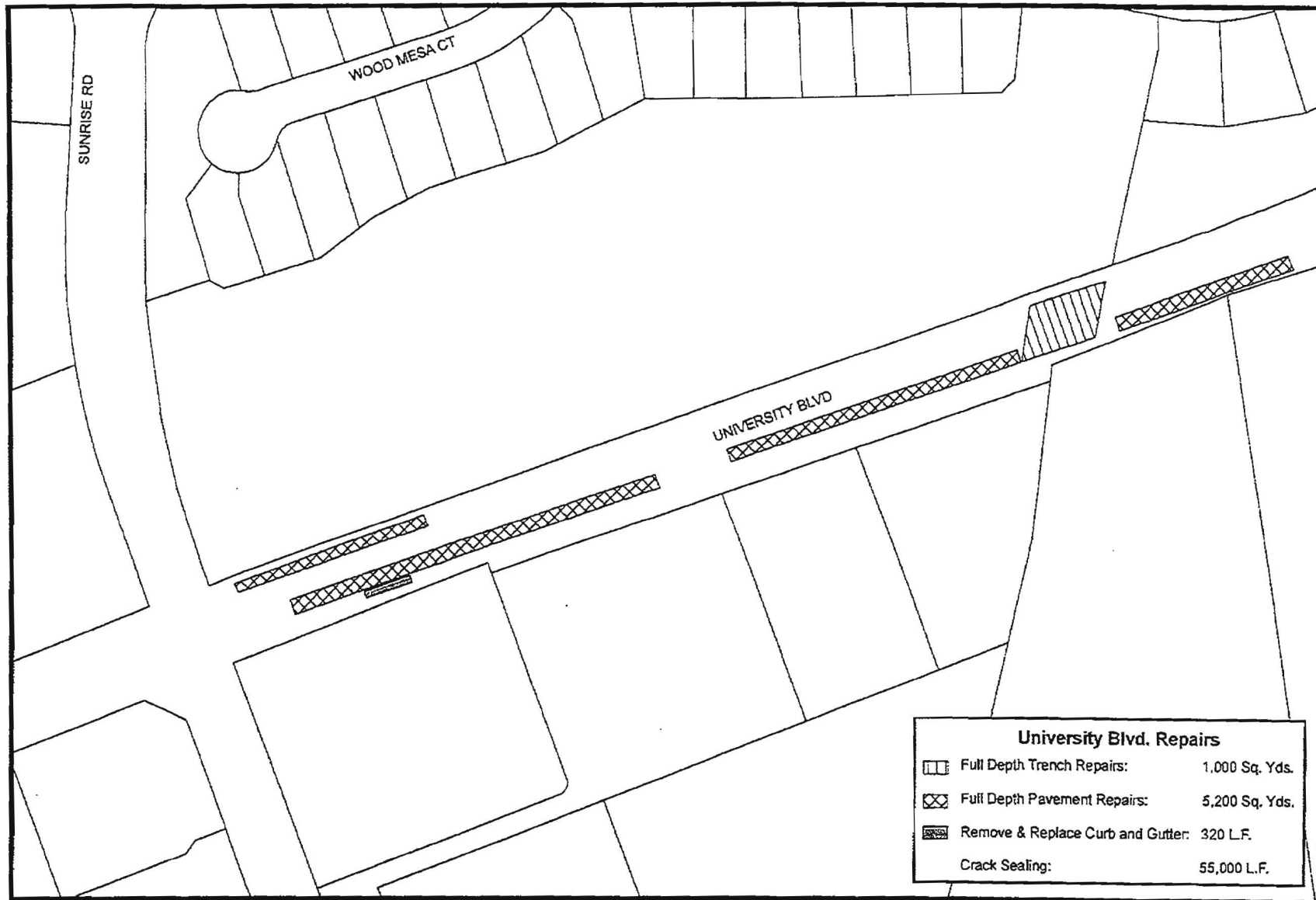


Exhibit B1
University Pavement Repairs



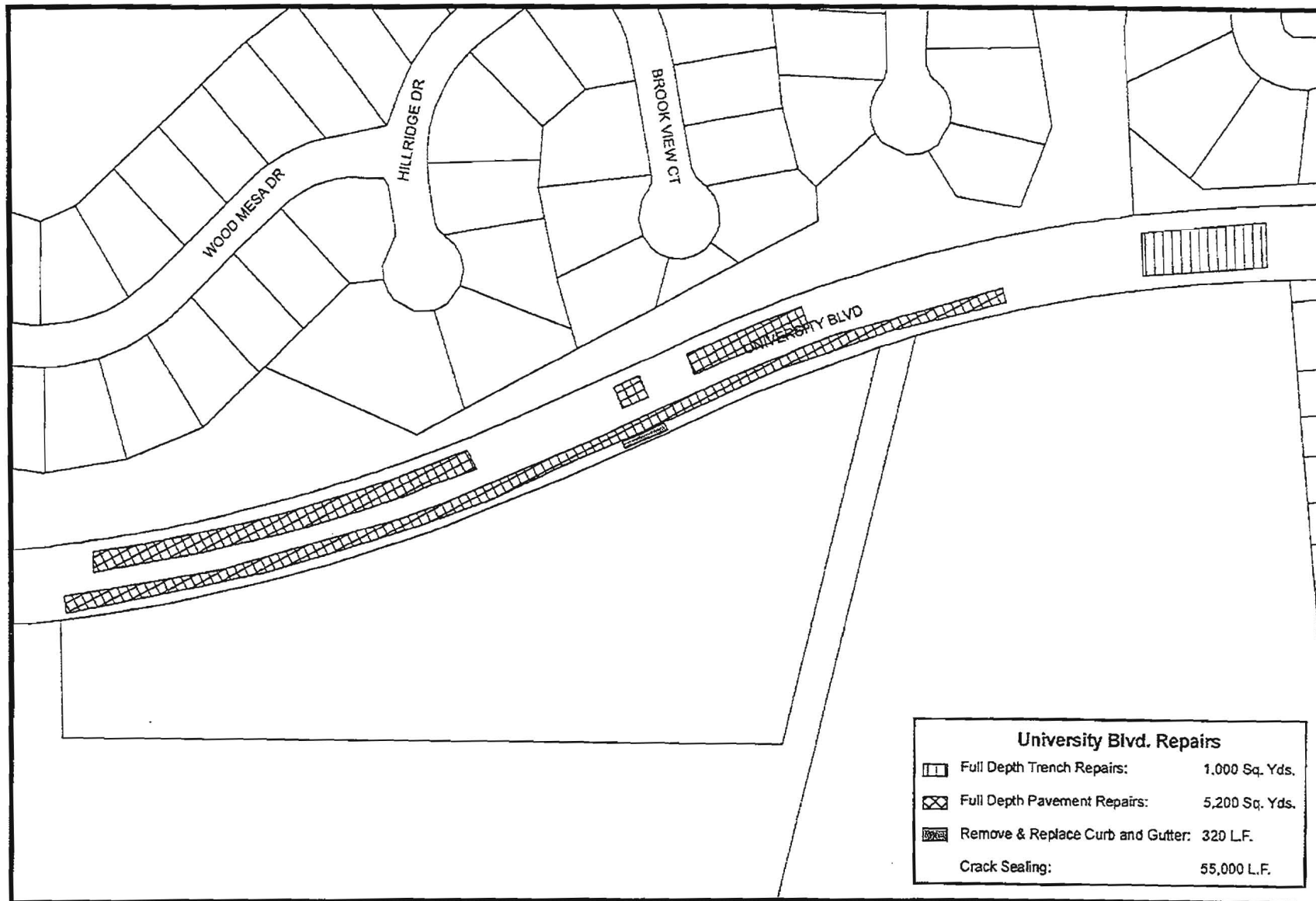


Exhibit B2

University Pavement Repairs



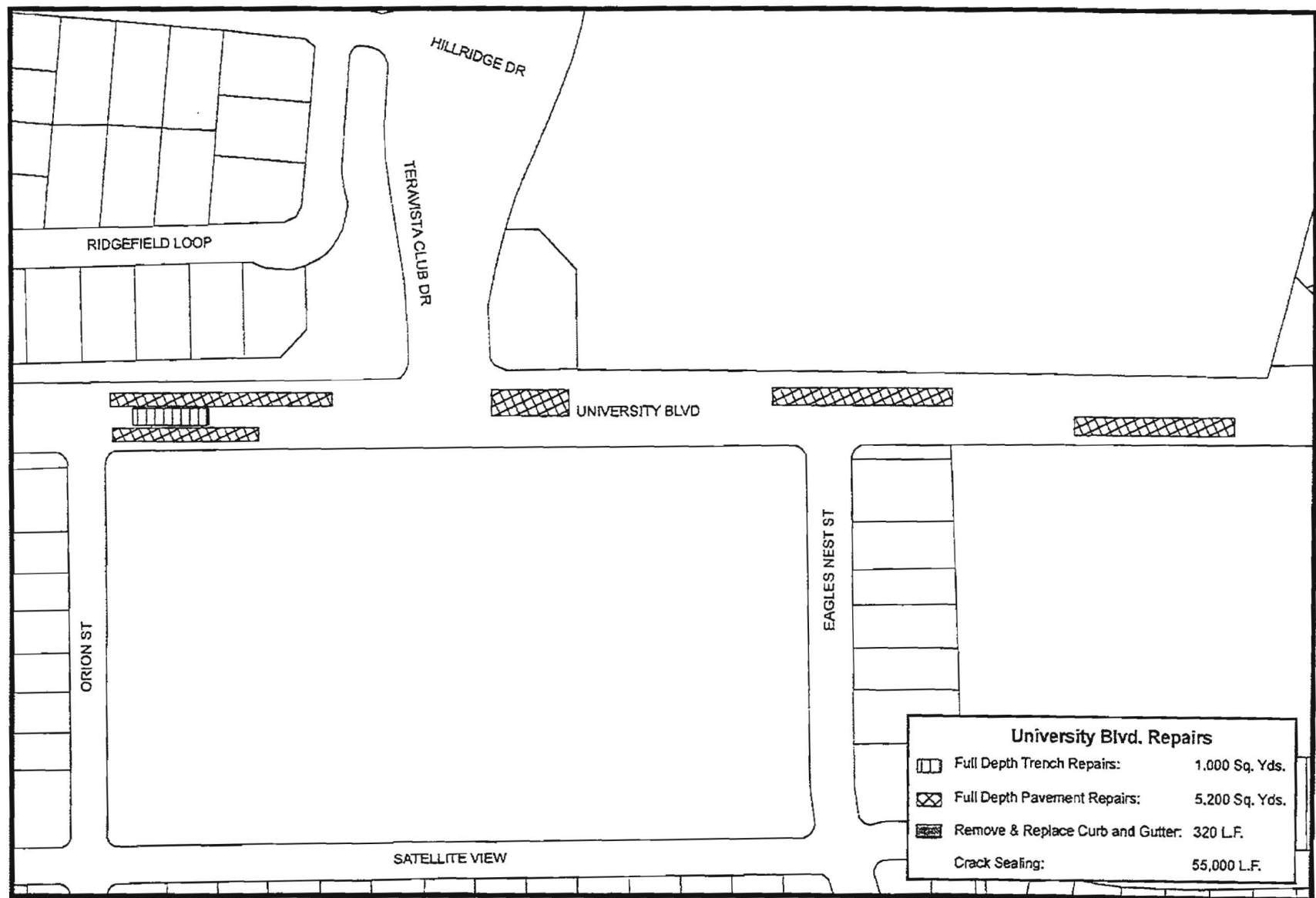


Exhibit B3

University Pavement Repairs



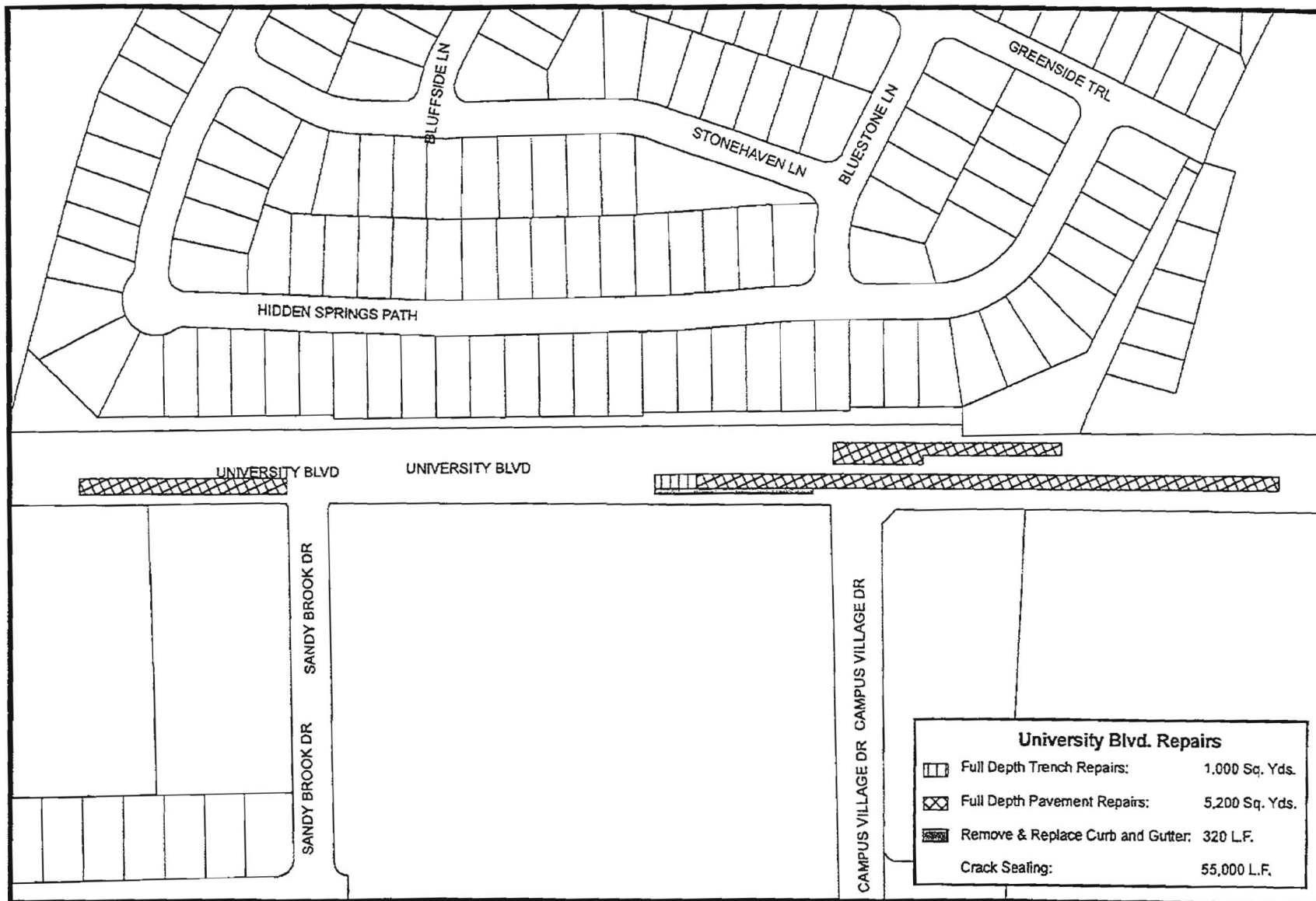


Exhibit B4

University Pavement Repairs



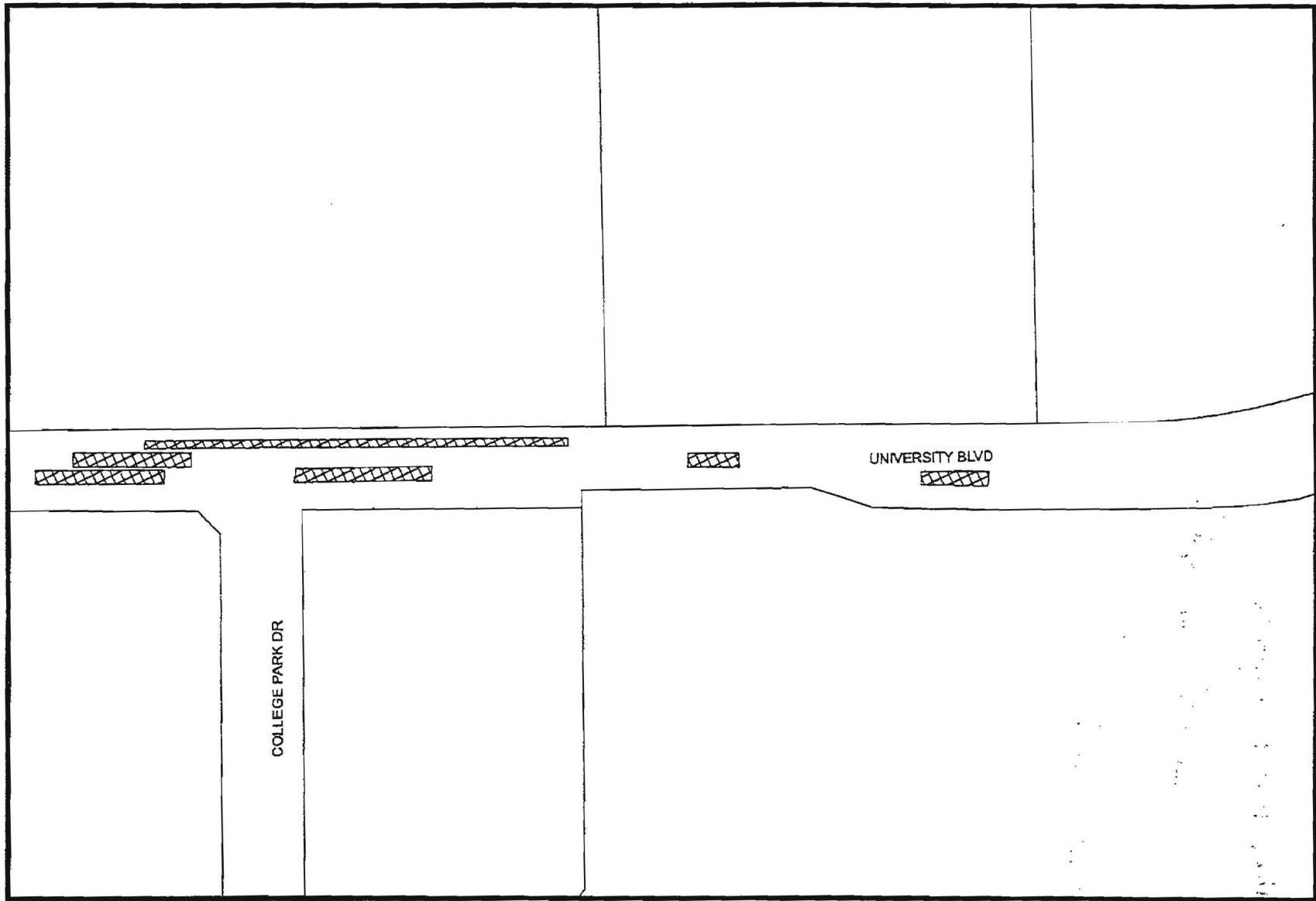


Exhibit B5 University Pavement Repairs



Exhibit "A"

ESTIMATE SUMMARY					
Bid Item	Tech Spec	Description	Unit	Estimate	Final
ALT-1	316-2008	ASPH (HFRS-2P)	GAL	16,148	
ALT-2	316-2174	AGGR (TY-B GR-4) (SAC-B)	CY	420.5	
ALT-3	340-2030	D-GR HMA (METH) TY-C PG64-16	TON	5,551	
ALT-4	354-2002	PLAN & TEXT ASPH CONC PAV (0" TO 2")	SY	12,591	
ALT-5	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	
ALT-6	644-2081	INS SM RDSN SUP & AM TY TWT (1) WS (P)	EA	12	
ALT-7	666-2002	REFL PAV MRKTY I (W) 4" (BRK) (090MIL)	LF	3,840	
ALT-8	666-2035	REFL PAV MRKTY I (W) 8" (SLD) (090MIL)	LF	1,186	
ALT-9	666-2041	REFL PAV MRKTY I (W) 12" (SLD) (090MIL)	LF	126	
ALT-10	666-2053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	5	
ALT-11	666-2068	REFL PAV MRK TY I (W) (DBL ARROW) (090MIL)	EA	15	
ALT-12	666-2095	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	5	
ALT-13	666-2104	REFL PAV MRKTY I (V) 4" (BRK) (090MIL)	LF	2,990	
ALT-14	666-2110	REFL PAV MRK TY I (V) 4" (SLD) (090MIL)	LF	15,308	
ALT-15	666-2125	REFL PAV MRK TY I (Y) 12" (SLD) (090MIL)	LF	165	
ALT-16	666-2140	REFL PAV MRKTY I (V) (MEDNOSE) (090MIL)	EA	2	
ALT-17	672-2012	REFL PAV MRKR TY 1- C	EA	261	
ALT-18	672-2015	REFL PAV MRKR TY II - A - A	EA	484	
ALT-19	471	MANHOLE GRADE ADJUSTM ENT RING	EA	8	
ALT-20	471	VALVE CAN GRADE ADJUSTM ENT RING	EA	1	

Exhibit "B6"