

COST PARTICIPATION AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS COST PARTICIPATION AGREEMENT ("Agreement") is entered into between the **Williamson County, Texas**, a Texas political subdivision, ("**County**"); and **St. David's Healthcare ("Hospital")**. In this Agreement, County and Hospital are sometimes individually referred to as "**Party**" and collectively referred to as "**Parties**".

RECITALS

WHEREAS, County, in conjunction with the State of Texas, is constructing a north-bound frontage road along IH-35 from Westinghouse Road to SH 29,(the "**Project**"); and

WHEREAS, the Hospital has requested access to the Project via a driveway (the "**Driveway**"); and

WHEREAS, the County desires to include the Driveway within the Project, subject to the Hospital complying with the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.

TERMS

A. Hospital Participation. Hospital agrees to the following:

1. Within 10 days after the County's approval of this Agreement, Hospital agrees to remit to County the sum of Four Hundred and Thirty Thousand and No/100 Dollars (\$430,000), being the estimated cost to construct the Driveway. Hospital agrees that if the costs of the driveway exceed \$430,000, that Hospital will pay the additional amount within 10 days receipt of written request for payment.

2. Hospital agrees that the Driveway shall be constructed by the County pursuant to the plan sheet attached hereto as Exhibit "A" (the "Plan Sheet"). Any changes to the Plan Sheet by County shall be reviewed and approved by Hospital, which approval shall not be unreasonably withheld.

3. Hospital agrees to allow County free access to Hospital property both as shown on Plan Sheet and on remainder of Hospital property to enable County to construct the Driveway.

B. County Participation.

1. County will be solely responsible for the construction of the Driveway, pursuant to the specifications on the Plan Sheet, as soon as possible in conjunction with the Project.

2. County agrees that if the actual costs of the Driveway are less than \$430,000, then the County will refund the excess amount within 30 days of completion of the Project.

**II.
GENERAL PROVISIONS**

A. Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

B. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

C. Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Reuse Water project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

D. Amendments. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of the Parties.

E. Applicable Law; Venue. This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Williamson County, Texas.

F. Force Majeure. Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

G. Exhibit. The following exhibit is attached to this Agreement and incorporated herein by reference:

Exhibit A - Plan Sheet

H. Counterparts. Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

IB. Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

COUNTY OF WILLIAMSON:

ATTEST:

By: _____

Dan A. Gattis, County Judge

Nancy E. Rister
Nancy Rister, County Clerk

Date: 4-1-15

ST. DAVID'S HEALTHCARE

By: _____

its CS

Date: 3/13/15

EXHIBIT "A"
PLAN SHEET



HUNTER INDUSTRIES, LTD.

September 16, 2014

Clayton Weber
Construction Manager
HNTB Corporation
14 Galloping Road
Round Rock, Texas 78681

Re: Williamson County IH-35 NBFR, Project No. 13IFB00108

Clayton,

As per your request, the following prices are submitted for the proposed entrance for the Georgetown Hospital.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
0104 2022	REMOVING CONC (CURB AN	438.00	LF	8.24	3,609.12
0110 2003	EXCAVATION (SPECIAL)	3,973.00	CY	48.77	193,763.21
0160 2003	FURNISHING AND PLACING	772.00	SY	3.24	2,501.28
0432 2002	RIPRAP (CONC)(5 IN)	36.00	CY	398.00	14,328.00
0464 2003	RC PIPE (CL III)(18 IN)	600.00	LF	54.38	32,628.00
0465 2027	INLET (COMPL)(CURB)(TY II)	2.00	EA	4,909.00	9,818.00
0465 2174	INLET (COMPL)(DROP)(TY I)	1.00	EA	5,390.00	5,390.00
0467 2286	SET (TY II)(18 IN)(RCP)(6:1)(P	1.00	EA	1,165.00	1,165.00
0500 2001	MOBILIZATION (8.57%)	1.00	LS	35,693.52	35,693.52
0506 2034	TEMPORARY SEDIMENT CO.	102.00	LF	2.26	230.52
0529 2004	CONC CURB & GUTTER (TY	438.00	LF	16.500	7,227.00
0529 2006	CONC CURB (MONO) (TY II)	174.00	LF	15.400	2,679.60
0530 2010	DRIVEWAYS (CONC)	360.00	SY	75.900	27,324.00
0644 2001	INS SM RD SN SUP&AM TY I	2.00	EA	415.800	831.60
0644 2004	INS SM RD SN SUP&AM TY I	1.00	EA	479.600	479.60
0666 2032	REFL PAV MRK TY I (W) 8" (I	281.00	LF	1.210	340.01
0666 2035	REFL PAV MRK TY I (W) 8" (S	502.00	LF	0.890	446.78
0666 2053	REFL PAV MRK TY I (W) (AR	1.00	EA	97.900	97.90
0666 2095	REFL PAV MRK TY I (W) (WC	1.00	EA	118.800	118.80
0666 2152	REF PAV MRK TY II (W) 8" (I	281.00	LF	0.800	224.80
0666 2153	REF PAV MRK TY II (W) 8" (S	502.00	LF	0.470	235.94

P.O. Box 2109
San Marcos, Texas 78667-2109
(512) 353-7757

0666 2160	REF PAV MRK TY II (W) (ARF	1.00 EA	53.570	53.57
0666 2173	REF PAV MRK TY II (W) (WO	1.00 EA	61.400	61.40
0672 2017	REFL PAV MRKR TY II-C-R	4.00 EA	4.030	16.12
3224-2008	D-GR HMA(QCQA) TY-B PG6	229.00 TN	124.800	28,579.20
3224-2027	D-GR HMA(QCQA) TY-C SAC	315.00 TN	133.880	42,172.20
3224-2028	D-GR HMA(QCQA) TY-C PG7	315.00 TN	133.880	42,172.20

Net Increase	<u>\$452,187.37</u>
Bond	4,521.87

If this is acceptable, Hunter will proceed with the work and track the additional time required. At the end of the project, we will submit a request for the additional time required for your review and approval. If you have any questions regarding this matter, you can reach me at our Hunter office, (512) 353-7757.

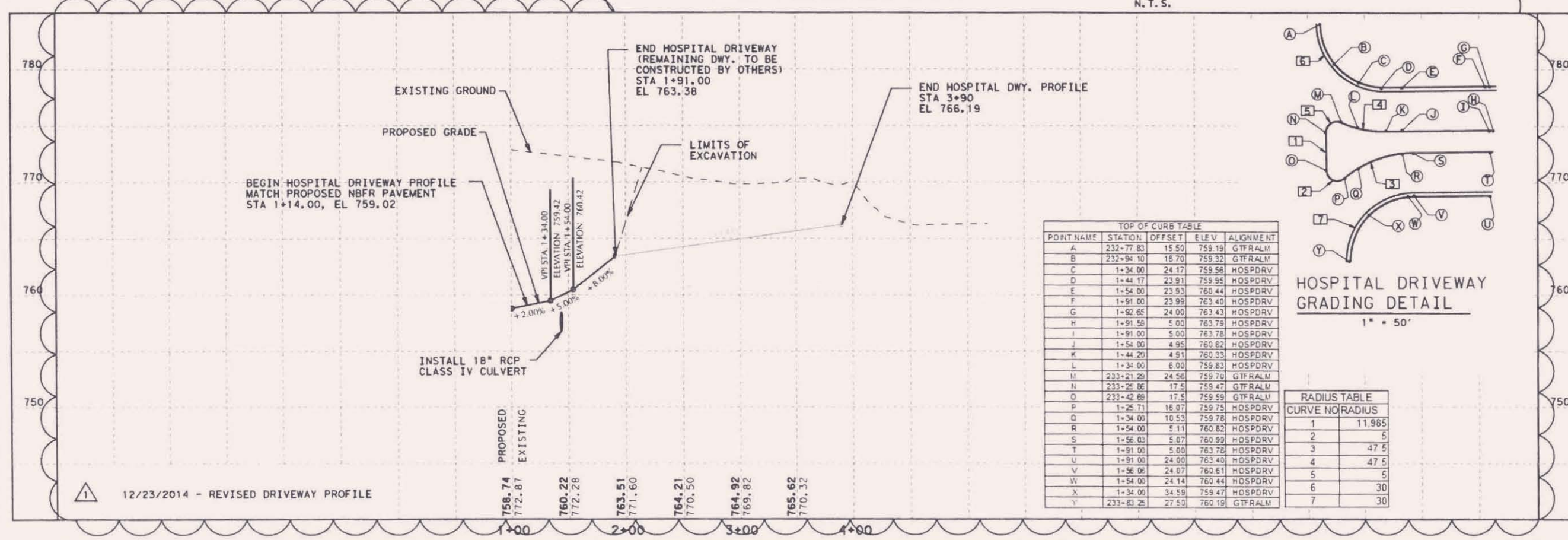
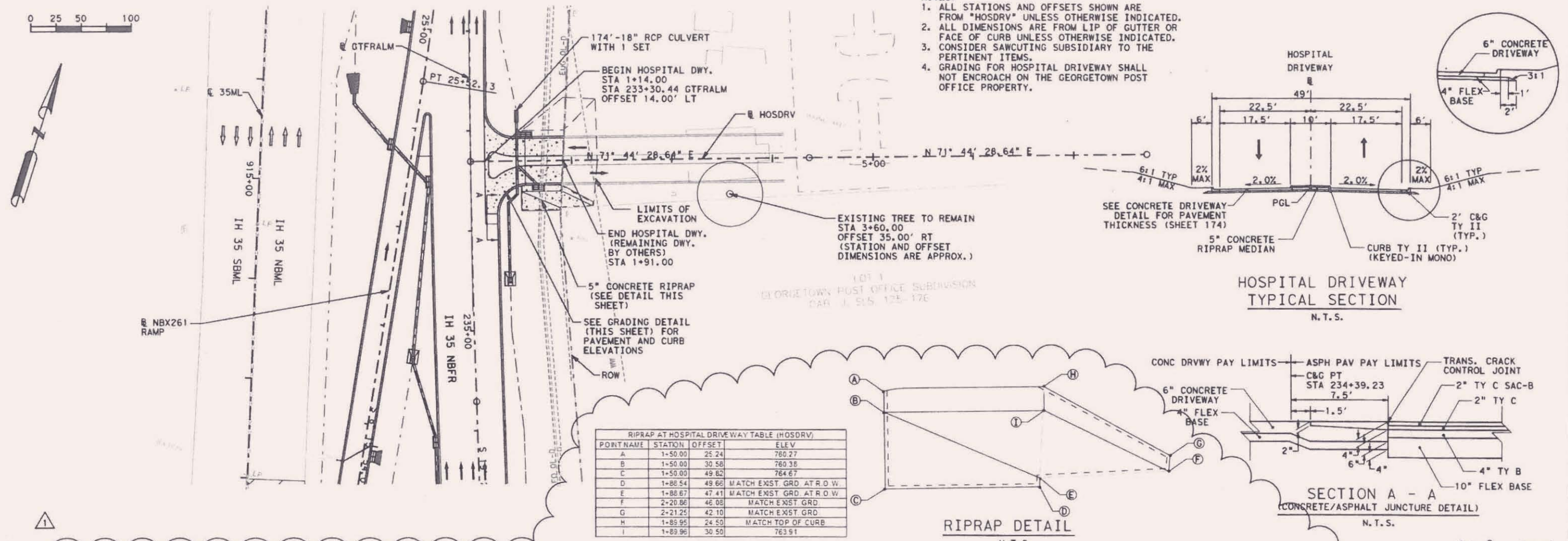
Sincerely,



Carter Stone
Estimator

Scale: 1"=100'
Plotted on 23-DEC-2014 11:21

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23 Dec 2014

STATE OF TEXAS
STEPHANIE L. RUSSELL
103741
LICENSED PROFESSIONAL ENGINEER

IH 35/NORTHBOUND FRONTAGE ROAD
GEORGETOWN HOSPITAL DRIVEWAY DETAILS
PLAN 1"=100'
PROFILE 1"=10'

HNTB The HNTB Companies
Engineers Architects Planners
TYPE FIRM REGISTRATION NO. 420

Texas Department of Transportation
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DRAWING PREPARED BY: HNTB

SHEET	OF
6	173A

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6		173A

CDM	STATE	DIST.	COUNTY
CDM	TEXAS	AUS	WILLIAMSON

CDM	CON.	SECT.	JOB	HIGHWAY NO.
CDM	0015	08	128, ETC	IH 35