

**NEENAH AVENUE
INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN AND WILLIAMSON COUNTY**

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

The County intends to design, award, construct and inspect improvements to Neenah Avenue that will widen Neenah Avenue to a five-lane, curbed and guttered arterial roadway from Olive Hill Drive to approximately 1,500 feet east of Solera Drive ("Roadway Improvements," or "Project," as indicated by context). A map showing the location of the Project is attached to this agreement as Exhibit "A" and a proposed typical section of the Project is attached to this agreement as Exhibit "B".

The City will assume responsibility for the operation and maintenance of the improved segment of Neenah Avenue following the completion and final acceptance of the Project.

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

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.

- (a) The County will provide management services for the design, award, development, construction and inspection of the Roadway Improvements, with oversight by the City Public Works Department, as set forth herein.
- (b) The City's Public Works Director (the "City's Director") will act on behalf of the City with respect to the Roadway Improvements, coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Roadway Improvements. The City's Director will designate a representative ("City Representative") to transmit instructions and act on behalf of the City with respect to the Roadway Improvements.
- (c) The Director of Road and Bridge of the Williamson County Department of Infrastructure (the "County's Director") will act on behalf of the County with respect to the Roadway Improvements, coordinate with the City, receive and transmit information and

instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Roadway Improvements. The County's Director will designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Roadway Improvements.

- (d) If a disagreement between City and County arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the City Representative and the County Project Manager, it shall be referred as soon as possible to the City's Director and the County's Director for resolution. If the Directors do not resolve the issue, it shall be referred as soon as possible to the Assistant City Manager responsible for Public Works and the Williamson County Senior Director of Infrastructure for resolution.

2. Project Development.

- (a) The County will be responsible for the management of the design, award and construction of the Roadway Improvements, including (i) the engineering design and plans and specifications for the Roadway Improvements, (ii) the surveying, (iii) the construction, (iv) the inspection and testing and any required permitting and any required environmental assessments and clearances associated with the Roadway Improvements, and (v) the establishment and implementation of any required public notification, education, and response process.
- (b) The plans and specifications for the Roadway Improvements shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code (Austin/Travis County Subdivision Regulations), unless otherwise agreed by the Parties. All preliminary and final designs shall be submitted to the City's Development Assistance Center and approved by the City prior to bid.
- (c) The County will ensure that the design engineer provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the City for such roadway improvements, during the term of the design and construction and the County will have the City and the County named as an additional insureds with respect to such general liability and automobile liability coverage.

- (d) The County and, to the extent set forth herein, the City will be responsible for the review and approval of the engineering design, plans and specifications and for final construction inspection for the Roadway Improvements. In addition, the County and, to the extent set forth herein, the City will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Improvements, during the development and construction of the Roadway Improvements.
- (e) [Reserved].
- (f) [Reserved].
- (g) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments.
- (h) The County shall require the contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the City.

3. Improvements Bidding & Award of Construction Contract.

The County shall solicit bids for the construction of the Roadway Improvements based on the approved plans and specifications and in accordance with applicable state and local bidding laws and practices.

4. Additional Management Duties of the County. The County hereby covenants and agrees to provide to the City:

- (a) four (4) sets of the plans and specifications for the construction of the Roadway Improvements within ten days after this Agreement takes effect or within ten days after County receives final plans and specifications, whichever is later;
- (b) written notice of the schedule for the construction within ten days after this Agreement takes effect;
- (c) written notice of the bid tabs for the Roadway Improvements within ten days after this Agreement takes effect or within ten days after bid opening, whichever is later;
- (d) a written copy of all contracts affecting the Roadway Improvements, within ten days after the contracts take effect or within ten days after this Agreement takes effect, whichever is later;

- (e) [Reserved];
- (f) executed copies of any future change orders, jointly approved by the City and the County, related to the Roadway Improvements;
- (g) [Reserved];
- (h) [Reserved]; a copy of any change order request related to the Roadway Improvements within two (2) working days of its receipt by the County, by delivery to the City Representative for review and approval;
- (i) copies of inspection test results and explanations of how unacceptable results were mitigated;
- (j) upon satisfactory completion of construction and any applicable warranty or construction performance period, the County will furnish to the City a final construction summary and a copy of the record drawings for the City's records;
- (k) after completion of construction and during the warranty period and as additionally set forth herein, the County will monitor the roadway and require correction of any deficiencies in design or construction of the roadway or related facilities;
- (l) after a period of one year from the date of completion, if the roadway and related facilities have been constructed in accordance with contract specifications, and have passed inspection and qualify for acceptance, the County will notify the City that the Roadway Improvements are ready for acceptance;
- (m) transfer all contractors' warranties, guarantees, and bonds, to the extent such are transferable, to the City and assist the City in enforcing such guarantees, warranties and bonds to the extent necessary.

5. Management Duties of the City. The County hereby covenants and agrees to:

- (a) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues;
- (b) [Reserved];

- (c) at the option of the City, perform any additional independent inspection and testing on the Roadway Improvements in coordination with the County's inspectors and as agreed to by the City Representative and County Project Manager and in a timely manner; and in connection therewith, the City will designate inspectors to make any such inspections, including the joint final inspection of the completed Roadway Improvements with the County; provided, the County's inspectors shall communicate any issues to the City's inspectors only, and City inspectors will in turn communicate those issues to the construction contractor;
 - (d) coordinate with the City Representative and County Project Manager, the County's inspectors, and the construction contractor, as reasonable and necessary, in making inspection(s);
 - (e) during the period prior to acceptance of the Roadway Improvements, refer any inquiries from the public regarding the Roadway Improvements to the County;
 - (f) immediately report any deficiencies observed in the construction of the Roadway Improvements in writing to the County's Project Manager;
 - (g) [Review];
 - (h) attend meetings at the request of the County's Project Manager; and
 - (i) upon satisfactory completion of construction and any applicable warranty or construction performance period, the City will accept the portion of the Roadway Improvements, which is located within the City in accordance with standard City regulations and procedures for acceptance of public roadways and related facilities.
6. Bond and Guarantee. All construction contracts affecting the Roadway Improvements shall include a payment and performance bond acceptable to and in favor of and benefiting the City and the County, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the City and the County, for a period of two year from the date of acceptance of the Roadway Improvements. The bonds shall be issued with the City and County named as co-obligees.
7. Liability. To the extent allowed by Texas law, the City and the County agree that each entity is responsible for its own proportionate share of any liability for personal injury or death or property damage arising out of or connected to its negligent acts or omissions in connection with this

Agreement as determined by a court of competent law. In addition, the County shall require the construction contractor to provide workers compensation insurance, auto liability and general liability insurance in the standard amounts required by the City. The City and the County will be included as an additional insureds on the above-referenced insurance policies and a waiver of subrogation will be provided on the auto liability, general liability and worker's compensation coverages.

8. Financial Obligations. The total estimated cost of the Roadway Improvements is \$2,800,000. Except as specified herein, the County will provide 100% of the cost of funding the Roadway Improvements. The City Council has authorized the waiver of fees and certain requirements as specified in Exhibit "C" to this agreement, at an approximate cost to the City that is not to exceed \$76,800.00.

9. [Reserved].

10. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the City or the County of any of its 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 or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
- (b) 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:

CITY: Howard S. Lazarus, PE, Director
City of Austin
Public Works Department
505 Barton Springs Road
Austin, Texas 78704

WITH COPY TO: Gregory Miller
Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street

Austin, Texas 78701

COUNTY: _____, (or successor)

AND:

WITH COPY TO:

- (c) Number and Gender Defined. 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.
- (d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the joint construction of the Roadway Improvements. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. No official, representative, agent, or employee of Travis 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, Texas. The recitals set forth above and the attached exhibits are incorporated herein.
- (e) Effective Date and Term. This Agreement takes effect upon the last date of due execution of the Agreement by the City and the County. This Agreement will have an initial term of one (1) year and will automatically renew from year to year until the completion of the warranty period for the Roadway Project and any litigation or other matters surviving the completion of the Roadway Project, unless terminated earlier by the Parties.
- (f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

- (g) Invalid Provision. 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.
- (h) Current Funds. 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.

[Signatures on following page]

CITY OF AUSTIN, TEXAS

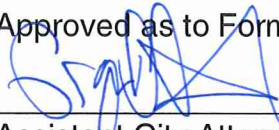
By: 

Name: Robert Goode

Title: Assistant City Manager
Authorized Representative

Date: 1/20/16

Approved as to Form:


Assistant City Attorney

WILLIAMSON COUNTY, TEXAS

By: _____

Honorable Dan A. Gattis, County
Judge

Date: _____

CITY OF AUSTIN, TEXAS

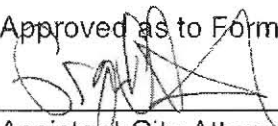
By: 

Name: Robert Goode

Title: Assistant City Manager
Authorized Representative

Date: 1/20/16

Approved as to Form:


Assistant City Attorney

WILLIAMSON COUNTY, TEXAS

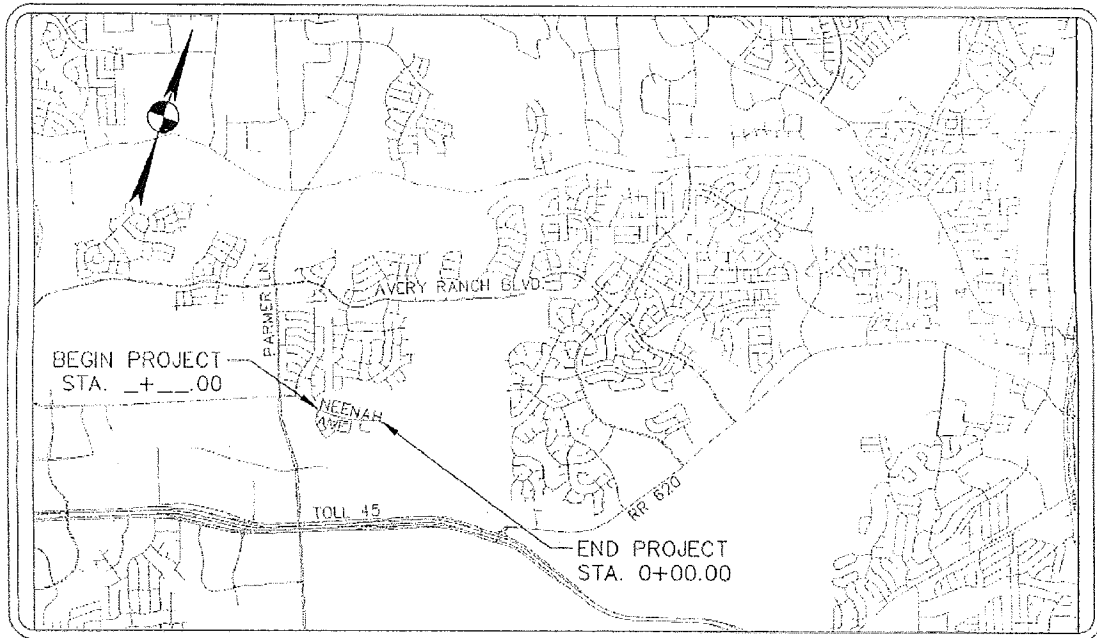
By: 

Honorable Dan A. Gattis, County
Judge

Date: 02-12-2016

EXHIBIT A

LOCATION OF ROADWAY IMPROVEMENTS



EXCEPTIONS: NONE
RAILROADS: NONE
STATION EQUATIONS: NONE

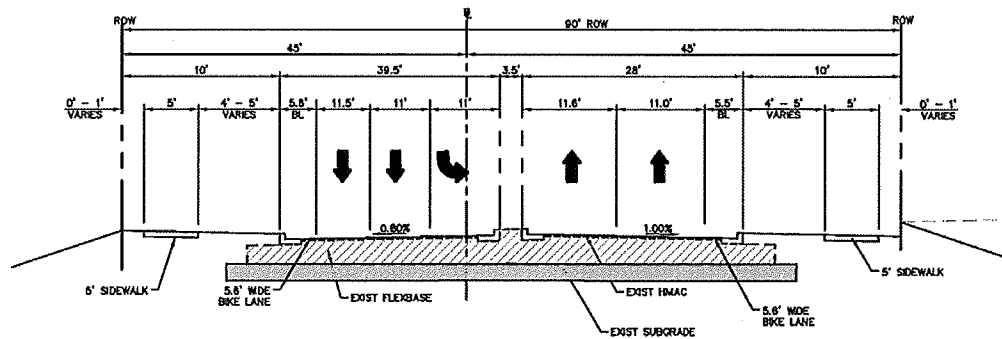
LOCATION MAP

MAPSCO GRID: 404Q & 404R

NTS

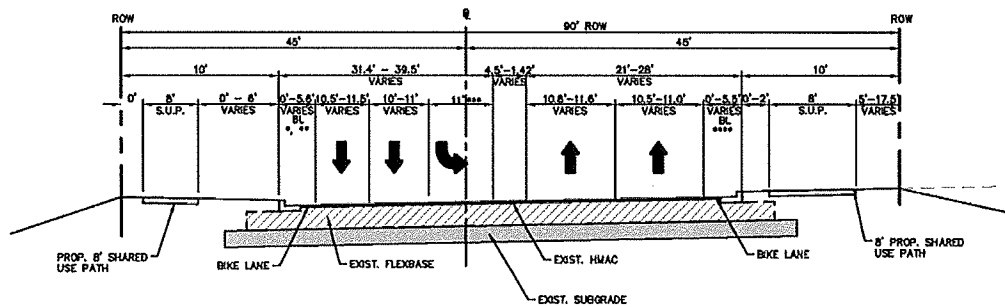
EXHIBIT B

PROPOSED TYPICAL SECTION OF ROADWAY IMPROVEMENTS



NOTE:
1. ONLY PAVEMENT MARKINGS ARE PROPOSED IN THIS STATION RANGE.

NEENAH AVENUE
STA. 5+76.89 TO STA. 6+76.40
PROPOSED TYPICAL SECTION
N.T.S.



* STA. 7+37.03 BIKE LANE BEGINS TRANSITION FROM 5.5' WIDTH TO 0' WIDTH.
** STA. 8+42.99 BIKE LANE ENDS.
*** STA. 8+27.63 END DEDICATED LEFT TURN LANE, BEGIN TWO WAY LEFT TURN LANE.
**** STA. 8+18.31 BIKE LANE ENDS.

NEENAH AVENUE
STA. 6+76.40 TO STA. 9+80.87
PROPOSED TYPICAL SECTION
N.T.S.

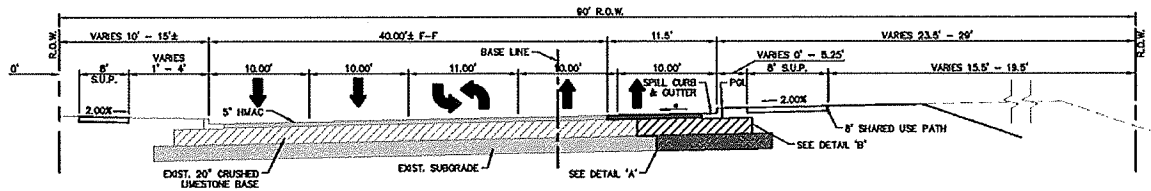
NOTE:
1. ONLY PAVEMENT MARKINGS AND SHARED USE PATH TRANSITIONS ARE PROPOSED IN THIS STATION RANGE.

PROPOSED TYPICAL SECTION OF ROADWAY IMPROVEMENTS



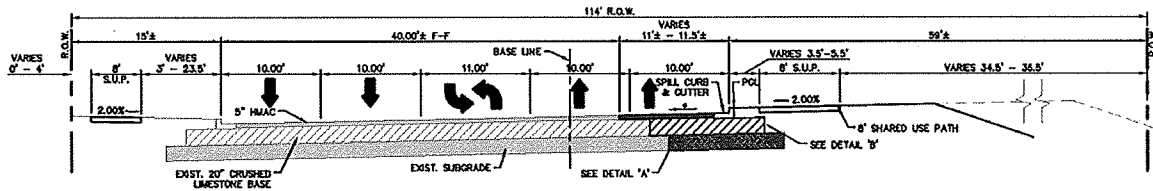
EXHIBIT B

PROPOSED TYPICAL SECTION OF ROADWAY IMPROVEMENTS



* CROSS SLOPE VARIES TO MATCH EXISTING CROSS SLOPE.

NEENAH AVENUE WIDENING
STA. 27+00.41 TO STA. 28+49.58
PROPOSED TYPICAL SECTION
N.T.S.



* CROSS SLOPE VARIES TO MATCH EXISTING CROSS SLOPE.

NEENAH AVENUE WIDENING
STA. 28+49.58 TO STA. 35+25.00
PROPOSED TYPICAL SECTION
N.T.S.

EXHIBIT C

WAIVED FEES AND REQUIREMENTS

FEE WAIVER REQUEST	AMOUNT
Development Review Fee	\$1,001.00
Environmental/Drainage Fee	601.30
Environmental Inspection Fee	495.00
Notification Fee	377.00
Development Surcharge	98.97
Right of Way Permit Fee	45.00
Tree Mitigation Fee	71,800
Traffic Control Inspection Fee	<u>1,500.00</u>
TOTAL FEES WAIVED	Not to exceed \$75,918.27