

**INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS**

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("Agreement") is entered into between Brazos River Authority ("BRA"), Williamson County, a political subdivision of the State of Texas (the "County"), the City of Round Rock, Texas ("Round Rock"), the City of Georgetown, Texas ("Georgetown"), and Brushy Creek Municipal Utility District ("BCMUD"), collectively referred to as the "Parties".

WHEREAS, the BRA operates the Williamson County Regional Raw Water Line ("WCRRWL"), which consists of approximately 28 miles of pipeline, needed to convey water from Stillhouse Hollow Lake to Lake Georgetown; and

WHEREAS, the County is and has been in the process of improving County Road 305 at IH 35 (the "CR 305 Project") and Ronald Reagan Boulevard at IH 35 (the "RRB Project"), collectively referred to herein as the "Projects"; and

WHEREAS, the re-alignment of roads contemplated by the Projects will necessitate the relocation of certain sections of the WCRRWL; and

WHEREAS, Round Rock, Georgetown, BCMUD, and BRA are parties to the Williamson County Regional Raw Water Line Agreement, which sets forth the agreements relating to oversight, operations and maintenance of the WCRRWL; and

WHEREAS, in an effort to facilitate the Projects, the County desires to relocate portions of the WCRRWL into new right-of-way; thus, this Agreement sets forth the terms and conditions for the relocation of portions of the WCRRWL.

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.

STATEMENT OF INTENT

1.01 General. The purpose of this Agreement is to set forth the responsibilities and obligations of the Parties relating to relocation of the WCRRWL.

1.02 Relocation of Waterline. The County will, at its sole expense, relocate the impacted sections of the WCRRWL (hereinafter the "Waterline Adjustments"), in

accordance with construction plans and specifications set forth in "Exhibit A" for the CR 305 Project and "Exhibit B" for the RRB Project.

1.03 County's Responsibilities. To accomplish the Waterline Adjustments, the County will perform the following tasks:

(a) Obtain and provide twenty (20) foot easements, including providing title insurance acceptable to BRA on all easement areas, to the BRA for the relocated sections of the WCRRWL;

(b) In the event WCRRWL easements are in areas where the County will be abandoning roadways for the Projects, the County shall ensure that the BRA's easements remain intact;

(c) Grant the BRA a permanent waterline easement, including providing title insurance acceptable to BRA on all easement areas, in all County owned areas where the WCRRWL is located and currently located in a utility agreement between BRA and the County;

(d) Prepare design and construction plans and specifications for the Waterline Adjustments, signed and sealed by a professional engineer licensed in the State of Texas;

(e) Manage the design and construction of the Waterline Adjustments;

(f) Pay any and all design and utility relocation costs;

(g) Contract for construction of the Waterline Adjustments with a contractor meeting the requirements set forth in "Exhibit C";

(h) Reimburse Round Rock for inspection services within 30 days of receipt of proof of payment by Round Rock;

(i) Execute a Bill of Sale and Assignment of Owned Real Property with BRA to acquire right, title and interest in all surplus real property, resulting from the Waterline Adjustments, and ownership of all materials, debris and components, resulting from the Waterline Adjustments, and accept responsibility for proper disposal, in substantially the form noted in "Exhibit D"; and

(j) Provide a Resident Project Representative for the Projects acceptable to the Parties to perform the activities set forth on "Exhibit E".

1.04 BRA's Responsibilities. BRA will perform the following with respect to the Waterline Adjustments:

(a) Review and approve all easement documents and potential title issues prior to any relocation activities. If BRA discovers a title issue, BRA shall notify the County and provide the County an opportunity to cure the defect.

(b) Provide comments on review of designs submitted for consideration by the other Parties within 21 calendar days of receipt;

(c) Designate a point of contact for review of designs and agreements submitted by the County; and

(d) Transfer to the County interest in all surplus real property, resulting from the Waterline Adjustments, and ownership of all materials, debris and components, resulting from the Waterline Adjustments, in substantially the form noted in "Exhibit D".

1.05 Round Rock's Responsibilities. Round Rock will perform the following with respect to the Waterline Adjustments:

(a) Provide review of designs submitted for approval by the other Parties within 21 calendar days of receipt; and

(b) Provide a construction inspector OR acquire professional construction inspection services on behalf of the WCRRWL parties for the Projects and, in that regard, perform the activities set forth on "Exhibit F".

1.06 Georgetown's Responsibilities. Georgetown will perform the following with respect to the Waterline Adjustments:

(a) Provide review of designs submitted for approval by the other Parties within 21 calendar days of receipt.

1.07 BCMUD's Responsibilities. BCMUD will perform the following with respect to the Waterline Adjustments:

(a) Provide review of designs submitted for approval by the other Parties within 21 calendar days of receipt

1.08 Continuation of Service. The County agrees that the Waterline Adjustments shall be undertaken so as to minimize any disruption of water service to existing customers of BRA, Round Rock, Georgetown, and BCMUD, and will not result in the loss of water service to any such customers for a period of no more than five (5) days. In addition, the County shall provide the Parties 30 days' written notice of any scheduled disruption to water service caused by the Waterline Adjustments.

II.

CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its sole expense, complete and construct the Waterline Adjustments as set forth in this Agreement.

2.02 Construction Plans. The County shall submit the Waterline Adjustments project plans and specifications (the "Project Plans") and all timelines and construction schedules, and any changes or modifications thereto, to the Parties for review prior to commencing construction.

2.03 Inspection. Round Rock shall inspect the Project Plans and the physical improvements related to Waterline Adjustments. If Round Rock determines that the construction by the County is not in accordance with the approved Project Plans, Round Rock shall provide notice to the County of any construction deficiencies. Upon receipt of such notification from Round Rock, the County shall cease construction until the problem and/or deficiency can be addressed and a corrective plan of construction implemented with approval of the Parties.

2.04 Other Costs. The County shall reimburse Round Rock for all costs that Round Rock incurs for inspections related to the Waterline Adjustments within 30 days of receipt of an invoice for those costs.

2.05 Insurance, Bonds and Warranties. The County shall require the contractor for the Waterline Adjustment to name BRA as an additional insured on all bonds and policies related to the Waterline Adjustment. The County shall require the contractor to provide maintenance, performance, and payment bonds in favor of BRA for the Waterline Adjustment. The County shall transfer all warranties for the Waterline Adjustments to BRA upon final completion and acceptance of the work. Warranties shall be for a period of not less than two (2) years after completion of the Waterline Adjustments.

2.06 Indemnification. TO THE EXTENT ALLOWED BY LAW, ROUND ROCK, GEORGETOWN, AND BCMUD AGREE TO INDEMNIFY AND HOLD BRA, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES, AND ANY AND ALL OTHER COSTS OR FEES ARISING OUT OF, OR INCIDENT TO, CONCERNING OR RESULTING FROM THE DESIGN, CONSTRUCTION, AND RELOCATION OF THE WATERLINE ADJUSTMENTS.

TO THE EXTENT ALLOWED BY LAW, THE COUNTY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE BRA, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES, AND ANY AND ALL OTHER COSTS OR FEES ARISING OUT OF, OR INCIDENT TO, CONCERNING OR RESULTING FROM THE ACQUISITION OF ANY AND ALL EASEMENTS BY THE COUNTY FOR THE PROJECTS AND THE DESIGN, CONSTRUCTION, AND RELOCATION OF THE WATERLINE ADJUSTMENTS INCLUDING BUT NOT LIMITED TO DELAYS IN THE BRA'S ABILITY TO TRANSPORT WATER USING THE WCRRWL TO BRA CUSTOMERS.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV. GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 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 will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Payments from Current Revenues. Any payments required to be made by a party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

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

4.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

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

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

4.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a party by hand-delivery; (ii) transmitted to a party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the party indicated below:

BRA: Brazos River Authority
4600 Cobbs Drive
Waco, Texas 76710
Attn: Trey Buzbee
Telephone: (254) 761-3168

County: Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Dan Gattis
Telephone: (512) 943-1577

Round Rock: City of Round Rock
221 E. Main St.
Round Rock, Texas 78664
Attn: City Manager
Telephone: (512) 218-5400

Georgetown:

City of Georgetown
113 E. 8th Street
Georgetown, Texas 78626
Attn: City Manager
Telephone: (512) 930-3652

BCMUD:

Brushy Creek MUD
16318 Great Oaks Dr.
Round Rock, Texas 78681
Attn: Board President
Telephone: (512) 255-7871

4.09 Exhibit. The following exhibits are attached to this Agreement and incorporated herein by reference:

- Exhibit A - CR 305 at IH 35
- Exhibit B - Ronald Reagan at IH 35
- Exhibit C - Construction Contractor Requirements
- Exhibit D - Form of Bill of Sale and Assignment of Owned Real Property
- Exhibit E - Activities of Resident Project Representative
- Exhibit F - Construction Inspection Services

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

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

(SIGNATURES ON FOLLOWING PAGES)

ATTEST:

BRAZOS RIVER AUTHORITY:

By: _____

Printed Name: Phillip J. Ford

Title: General Manager/CEO

Date: _____

ATTEST:

Nancy E. Riste
County Clerk

WILLIAMSON COUNTY:

By: [Signature]
Printed Name: Dan A. Gattis
Title: County Judge
Date: 12-06-2017

ATTEST:

City Clerk

CITY OF ROUND ROCK:

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

City Secretary

CITY OF GEORGETOWN:

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

**BRUSHY CREEK MUNICIPAL UTILITY
DISTRICT:**

Secretary

By: _____

Printed Name: _____

Title: _____

Date: _____

[illegible]

EXHIBIT B
RONALD REAGAN AT IH 35

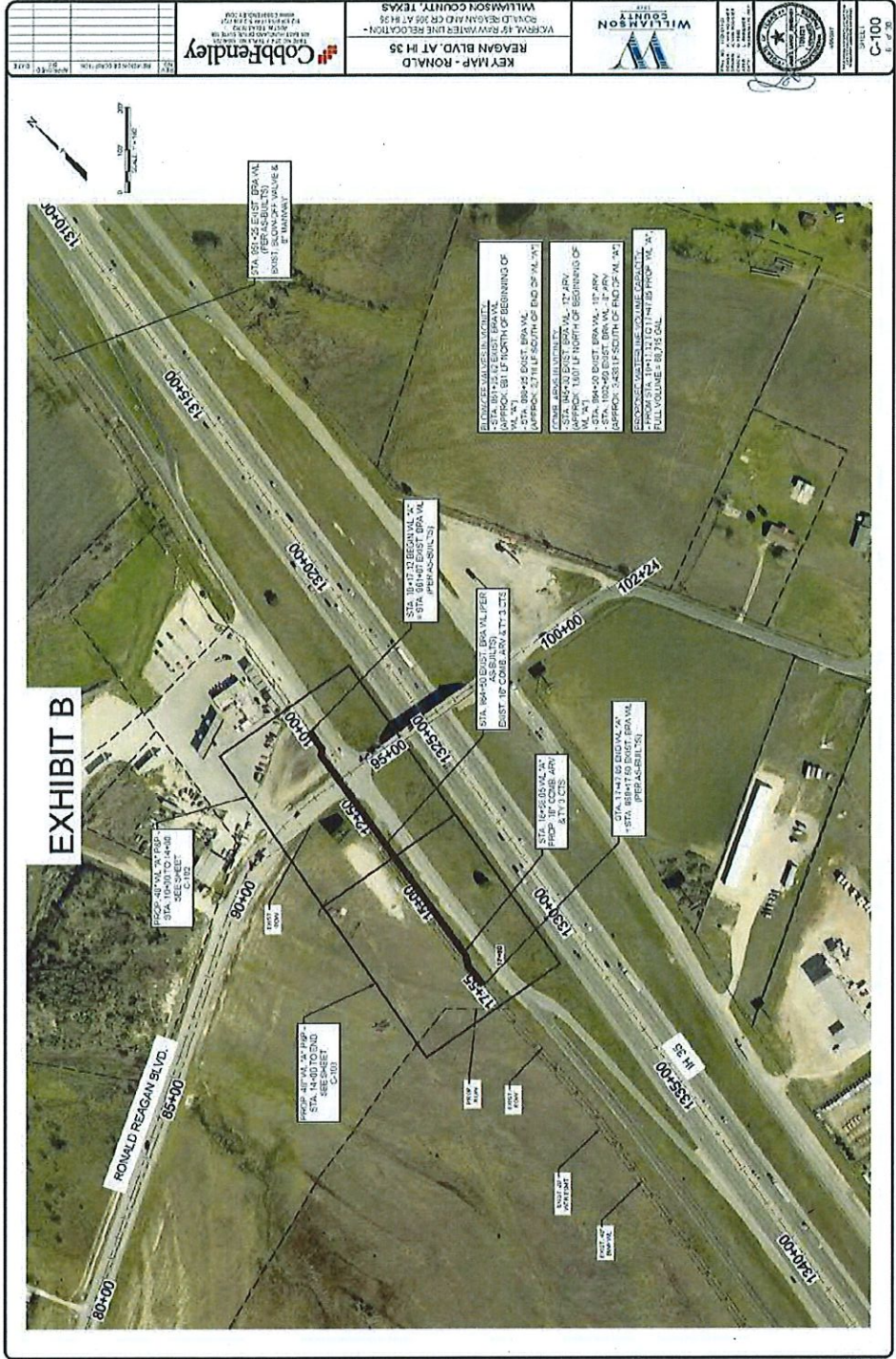


EXHIBIT C
CONSTRUCTION CONTRACTOR REQUIREMENTS

Section I. Contractor Requirements

1.1 To accomplish the Waterline Adjustments, the County shall contract with a contractor meeting the following requirements:

- i. Provide insurance coverage as outlined in the County's Project Construction Manual.
- ii. Provide performance, payment, and maintenance bonds as outlined in the Project Construction Manual.
- iii. Begin work within 10 days after Notice To Proceed is given.
- iv. Complete work items in accordance with the plans and specifications.
- v. Complete project to Substantial Completion within 60 calendar days.
- vi. Complete Punch List and obtain Final Completion within 30 calendar days from Substantial Completion.

EXHIBIT D
FORM OF BILL OF SALE AND ASSIGNMENT OF OWNED REAL PROPERTY

<u>NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER</u>	<u>RECORDING INFORMATION</u>
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BILL OF SALE AND ASSIGNMENT OF OWNED REAL PROPERTY

THIS BILL OF SALE AND ASSIGNMENT OF OWNED REAL PROPERTY ("**Agreement**") is entered into this ____ Day of _____, 20__ ("**Effective Date**"), by and between the **BRAZOS RIVER AUTHORITY** ("**Grantor**"), a river authority created by Legislative Act, under Article XVI, Section 59 of the Texas Constitution, with a mailing address of 4600 Cobbs Drive, Waco, Texas 76710, and **WILLIAMSON COUNTY**, a political subdivision of the State of Texas ("**Grantee**"), with a mailing address of _____.

RECITALS

Whereas, pursuant to the terms of an Interlocal Agreement entered into between Grantor, Grantee, Round Rock, Georgetown and BCMUD, with an effective date of _____, 20__ ("**Interlocal Agreement**"), the Grantor agreed to quitclaim, transfer and assign to Grantee the Grantor's right, title and interest in all real property and in all materials, debris and components ("**Acquired Assets**"), resulting from the Waterline Adjustments for disposal, excepting only the excluded assets that are specifically excluded under the terms of this Agreement;

Whereas, Grantee agreed to accept the transfer of the Acquired Assets and pay any and all consideration specified in the Interlocal Agreement, and upon closing, to acquire ownership of all real property and all materials, debris and components, resulting from the Waterline Adjustments, and accept responsibility for proper disposal.

Now, Therefore, for ten dollars (\$10.00) and other good and valuable consideration including a certificate of completion for the Waterline Adjustments signed and sealed by the engineer of record, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Quitclaim, Transfer, and Assignment. Grantor hereby quitclaims, assigns, transfers, sells and delivers unto Grantee all of Grantor's right, title and interest, free and clear of all liens, in and to the following Acquired Assets:

a. **Certain Sections of the Williamson County Regional Raw Water Line.** The impacted portions of the WCRRWL to be relocated by the Grantee due to the CR 305 Project and the RRB Project. A plat depicting the locations and extent of the WCRRWL sold hereunder is set forth in Exhibit "1", attached hereto and incorporated by reference herein for all purposes.

b. **Owned Real Property.** All real property estates, easements, leases, land use permits, rights, fixtures, titles and interests of the Grantor as listed on Exhibit "1", attached hereto and incorporated by reference herein for all purposes, which pertain to the use and location of the impacted sections of the WCRRWL;

c. **Personal Property.** All materials, supplies, machinery, equipment, improvements, and other personal property located on the portions of the Waterline Adjustments described in Subsections a. and b. above, SAVE AND EXCEPT the Excluded Assets, as listed in Section 2 of this Agreement; and

d. **Records.** Copies of any available land files, Agreement files, surveys, maps, plats, correspondence and other documents and instruments evidencing the BRA's title to or interest of the Acquired Assets described in Subsections a. and b. above.

TO HAVE AND TO HOLD the Acquired Assets, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns, forever. Neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right, title, or interest in all or any part of the Acquired Assets.

2. **Exceptions.** The Acquired Assets are transferred subject to:

a. the terms and conditions of that certain Interlocal Agreement by and between Grantor, Grantee, Round Rock, Georgetown, and BCMUD dated _____, 20__;

b. all of the terms and conditions of any easements, rights-of-way, leases, or other real property comprising the Owned Real Property, if any;

c. all other matters of record affecting the Owned Real Property, and all matters that would be shown on a current and accurate survey of the Owned Real Property; and

d. Grantor reserves title and ownership to the existing 16" combination air relief valve located within the RRB Project area.

3. **DISCLAIMER OF WARRANTIES AND ASSUMPTION OF LIABILITIES.** THE GRANTOR HEREBY DISCLAIMS ANY WARRANTY, REPRESENTATION, COVENANT, AGREEMENT, OR GUARANTY, ORAL OR WRITTEN, EXPRESS OR

IMPLIED OR BY OPERATION OF LAW, WITH RESPECT TO ANY MATTER AFFECTING THE ACQUIRED ASSETS. AS BETWEEN GRANTOR AND GRANTEE, AS OF THE EFFECTIVE DATE OF THIS AGREEMENT, GRANTEE ASSUMES AND SHALL BE RESPONSIBLE, IN ADDITION TO ALL OTHER OBLIGATIONS ASSUMED BY GRANTEE ELSEWHERE HEREIN, ALL EXISTING LIABILITIES AND OBLIGATIONS, WHETHER DISCOVERED OR NOT, RELATING TO THE ACQUIRED ASSETS, REGARDLESS OF WHEN SUCH LIABILITIES AND OBLIGATIONS AROSE, INCLUDING, BUT NOT LIMITED TO:

- a. CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY;
- b. ANY CONDITION RELATING TO THE ACQUIRED ASSETS THAT CONTAMINATES SOIL, AIR OR WATER IN A MANNER THAT VIOLATES OR IS CAUSE FOR REMEDIATION UNDER ANY APPLICABLE LAW, REGULATION, ORDINANCE, RULE OR ORDER, REGARDLESS OF WHEN THE EVENTS OCCURRED THAT CAUSED SUCH CONDITION TO EXIST;
- c. NORM, LEAD PAINT, OR ASBESTOS, REGARDLESS OF WHEN THE EVENTS OCCURRED THAT CAUSED NORM, LEAD PAINT, OR ASBESTOS TO EXIST;
- d. THE NATURE AND CONDITION OF THE ACQUIRED ASSETS, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY THEREOF FOR ANY ACTIVITY OR USE;
- e. THE COMPLIANCE OF THE ACQUIRED ASSETS WITH ANY LAWS, RULES, ORDINANCES OR REGULATION OF ANY GOVERNMENT OR OTHER BODY.

BY ITS ACCEPTANCE OF THIS BILL OF SALE AND IN CONSIDERATION OF THE QUITCLAIM BY THE GRANTOR HEREIN, GRANTEE ACKNOWLEDGES AND AGREES THAT THE GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY, OR ENVIRONMENTAL CONDITION OF THE ACQUIRED ASSETS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. THE GRANTEE HEREBY ACCEPTS THE ACQUIRED ASSETS IN THEIR PRESENT CONDITION ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS.

4. Entire Agreement. Except as otherwise provided herein, this Agreement constitutes the entire agreement between Grantor and Grantee as to the subject matter hereof, and the parties do not rely upon any statement, promise or representation not herein expressed.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law rules.

6. **Additional Instruments.** Grantor agrees to execute and deliver to Grantee such additional and separate bills of sale or other instruments of assignment as may be necessary to further evidence the transfer of the title to any of the Acquired Assets hereby quitclaimed to Grantee.

7. **Counterparts.** To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof.

8. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

9. **Defined Terms.** All capitalized terms not defined herein shall have the same meaning ascribed to them in the Interlocal Agreement.

[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Bill of Sale and Assignment of Owned Real Property has been executed by Grantor and Grantee on the respective dates set forth below, to be effective for all purposes as of the Effective Date.

GRANTOR:

BRAZOS RIVER AUTHORITY

By: _____

Title: **GENERAL MANAGER/CEO**

Date: _____

GRANTEE:

WILLIAMSON COUNTY

By: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

This instrument was acknowledged before me on _____, 20__ by _____, General Manager/CEO of the Brazos River Authority, a river authority of the State of Texas, on behalf of such river authority.

Notary Public for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20__ by _____, _____ of Williamson County, a political subdivision of the State of Texas, on behalf of such political subdivision.

Notary Public for the State of Texas

EXHIBIT E
ACTIVITIES OF RESIDENT PROJECT REPRESENTATIVE

Section I. Resident Project Representative Activities

1.1 To accomplish the Waterline Adjustments, the County shall provide a Resident Project Representative for the Projects acceptable to the Parties. The role of the Resident Project Representative (Construction Observer) shall include, but is not limited to the following:

- i. Review monthly pay request.
- ii. Review project schedule.
- iii. Coordinate testing as necessary (not including water line testing).
- iv. Coordinate distribution of requests for information.
- v. Prepare and administer change orders.
- vi. Monitor traffic control plans and devices for compliance with plans.
- vii. Monitor horizontal and vertical placement of waterline.
- viii. Monitor backfill for proper compaction.
- ix. Monitor erosion control and drainage for compliance with plans.
- x. Accept and review as-built plans.
- xi. Coordinate with BRA, TCEQ, and other agencies as necessary.
- xii. Maintain daily diary of work performed and project issues.

EXHIBIT F CONSTRUCTION INSPECTION SERVICES

Section I. General

1.1 Round Rock shall provide a construction inspector OR acquire professional construction inspection services on behalf of the WCRRWL parties for the Projects. In the event Round Rock acquires professional construction inspection services on behalf of the WCRRWL parties, Round Rock shall be the sole WCRRWL party contracting with for professional construction inspection services.

1.2 The County shall reimburse Round Rock for all costs related to the construction inspection and/or acquiring professional construction inspection services.

Section II. Services

2.1 Round Rock's construction inspector, or the professional construction inspection services acquired by Round Rock, shall perform the following services for the Projects:

- i.** Contract Document, Submittal, and Plan Reviews
- ii.** Change Proposal Request and Change Order Reviews
- iii.** Attend and Coordinate Project Meetings
- iv.** Coordination and communication with Project Stakeholders
- v.** Coordination with Franchise Utility on Conflicts and Assist with Resolutions
- vi.** Daily Construction Inspection and Observation of All Aspects of Ongoing Project
- vii.** Daily Reporting and Photo Documentation
- viii.** Compile Accurate Quantity Data
- ix.** Construction Deficiency Reviews and Coordinate Acceptable Resolutions
- x.** Assistance with Request for Information (R.F.I) and Request for Deviation (R.F.D.) Reviews
- xi.** Coordinate Quality Control Testing
- xii.** Review Pay Applications
- xiii.** Punch List Compilation and Follow Ups
- xiv.** Review As-Built Information Submitted and Assist With As Built Compilation
- xv.** Maintenance Bond Review and Warranty Inspection Checks