

**AGREEMENT WITH CITY OF ROUND ROCK, TEXAS AND WILLIAMSON
COUNTY REGARDING RELOCATION OF 10" CITY WASTEWATER ALONG
HAIRY MAN ROAD**

This Agreement ("Agreement") is entered into by and between the City of Round Rock, Texas. ("City"), a Texas political subdivision and Williamson County, Texas ("County"), a Texas political subdivision.

RECITALS

WHEREAS, a 10" wastewater pipeline (the "Pipeline") is currently located within the right-of-way of Hairy Man Road in Williamson County, Texas; and

WHEREAS, County is currently advertising the construction of improvements to Hairy Man Road (the "County Project"); and

WHEREAS, the parties desire to incorporate into the Project the construction to relocate approximately 130 linear feet of the Pipeline (the "Relocation Project"); and

WHEREAS, as the design of the Relocation Project was approved by the City, the County will incorporate the Relocation Project as a separate bid item in the County Project; and

WHEREAS, the parties desire to share costs for the Relocation Project as described herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, City and County agree as follows:

1. **Relocation Project.** This Agreement addresses the Relocation of approximately 130 linear feet of a 10" wastewater line including 50 linear feet of jacking and boring of a 20" steel encasement, and installation of required appurtenances associated with the Pipeline relocation. The plans including location of the Relocation Project is attached hereto as Exhibit "A".
2. **Construction.** The County will construct the Relocation Project in conjunction with the County Project and in conformity with the CobbFendley design approved by the City. The City will conduct inspections of the Relocation Project during construction and after acceptance of the Relocation Project, the City will resume responsibility for operation and maintenance of the Pipeline.

3. Payment and Costs.

- a. The initial cost estimate for construction of the Relocation Project is expected to be approximately \$44,232.50 (the "Construction Costs"). The City agrees to be responsible for the Construction Costs of the Relocation Project after the Relocation Project is completed by the County and approved by the City. The engineer's opinion of probable cost is attached hereto as Exhibit "B".
- b. Any changes to any segment or phase of the Relocation Project may affect costs. City agrees to pay any additional costs resulting from any changes to the Relocation Project, if approved in advance, in writing, by the City.

4. Communication. City and County agree to hold periodic project status information meetings. County's official point of contact for the Relocation Project is Terron Evertson, County Engineer. City's official point of contact is Jeff Bell, Sr. Project Manager, City of Round Rock. City and County agree to include these designated points of contact in the chain of communication for all significant decisions and recommendations prepared by design engineers and other parties and representatives.

5. Schedule. Design and construction of the Relocation Project is expected to take approximately 24 months. The parties acknowledge that the timeframe is estimated and is subject to force majeure.

6. Liability; No Waiver of Immunities.

- a. City does not assume any liability for any property damage, injuries or death in connection with the design, engineering or construction of the Relocation Project. TO THE EXTENT PERMITTED BY LAW, COUNTY HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD CITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH THE DESIGN, ENGINEERING OR CONSTRUCTION OF THE RELOCATION PROJECT.
- b. Nothing in this Agreement shall be deemed to waive, modify or alter to any extent any defense or immunity available at law or in equity to City or County, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any non-party.

7. Term. The term of this Agreement is for a period of three (3) years from the Effective Date unless otherwise earlier terminated by the parties.

8. **Entire Agreement.** This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter herein and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings.
9. **Governing Law.** This Agreement shall be construed and enforced in accordance with Texas law. The Parties acknowledge that Subchapter 1, Chapter 271 of the Texas Local Government Code is a legislative waiver of any sovereign immunity with the County to this Agreement, and each party waives immunity to suit for the purpose of adjudicating any claims under this Agreement. Venue for the litigation of any dispute arising hereunder shall be in Williamson County, Texas.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, and it will not be necessary.
11. **No Joint Venture.** It is acknowledged and agreed by the parties that the terms herein are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its employees, elected officials and agents, do not assume any responsibilities or liabilities to any third party in connection with the Relocation Project.

Executed to be effective this 3rd day of DECEMBER, 2020 (the "Effective Date").

(SIGNATURES ON FOLLOWING PAGES)

WILLIAMSON COUNTY

By: Bill Gravell
William Gravell, Jr., County Judge

Date: December 15, 2020

Attest:

Nancy E. Rister
Nancy Rister, County Clerk

ROUND ROCK, TEXAS

By: 
Craig Morgan, Mayor

Date: 12.3.2020

Attest:


Sara White, City Clerk

EXHIBIT A

Plans of the Relocation Project

EXHIBIT B

Preliminary Opinion of Probable Construction Costs

EXHIBIT
"A"

INDEX OF SHEETS

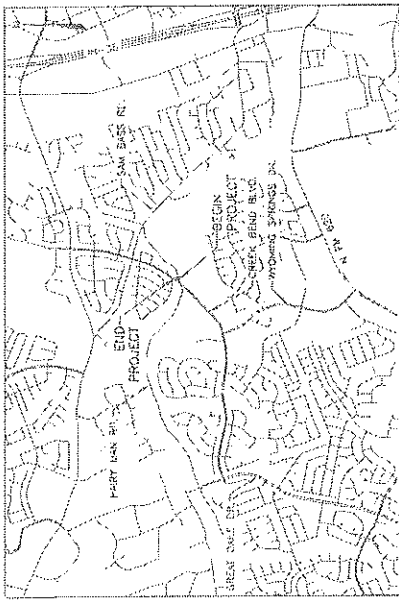
- C-001 TITLE SHEET
- C-002 GENERAL NOTES AND SUMMARY OF QUANTITIES
- C-100 KEY MAP
- C-101 PROP. 10" WWL PLAN AND PROFILE STA. 10+00 TO END
- C-102 EROSION CONTROL SHEET
- C-501 STANDARD DETAILS - SHEET 1
- C-502 STANDARD DETAILS - SHEET 2



WILLIAMSON COUNTY
HAIRY MAN RD./BRUSHY CREEK RD. IMPROVEMENTS
ROUND ROCK 10 INCH WWL RELOCATION

TOTAL LENGTH OF PROJECT: 130 LF
PROJECT LIMITS: 95 FT EAST OF HAIRY MAN RD./CREEK BEND BLVD. INTERSECTION, CROSSING HAIRY MAN RD.
RELOCATION OF 10" WASTEWATER LINE, INCLUDING OPEN CUT, INSTALLATION OF ASSOCIATED APPURTENANCES, AND RECONNECTION TO EXISTING MAIN

100% SUBMITTAL



VICINITY MAP
(NOT TO SCALE)

OWNER INFORMATION
OWNER:
CITY OF ROUND ROCK, TEXAS
2008 ENTERPRISE DRIVE
ROUND ROCK, TEXAS 78664
CONTACT:
JEFF BELL
SENIOR PROJECT MANAGER
512-216-1076
DESIGNER:
COBB FENDLEY
595 E. HURLAND DR., SUITE 100
AUSTIN, TEXAS 78752
CONTACT
STANLEY FEES, P.E.
512-454-0798

SUBMITTED FOR REVIEW:
[Seal of Stanley Fees, P.E.]
STANLEY FEES, P.E.
COBB FENDLEY, INC.
APPROVALS:
[Signature]
JEFF BELL
3.6.20
DATE
CITY OF ROUND ROCK, TEXAS

Exhibit A
CobbFendley
TYPE NO. 273 / TEMPL NO. 500-0011
508 EAST HURLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512-454-0798
WWW.COBBFENDLEY.COM

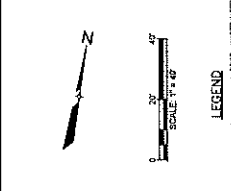
NO.	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
 ENGINEERS
 805 EAST HEMPHILL DRIVE, SUITE 100
 FORT WORTH, TEXAS 76104
 WWW.COBBFENDLEY.COM
 817.338.7878

HAIRY MAN 10' W.M. RELOCATION
EROSION CONTROL SHEET



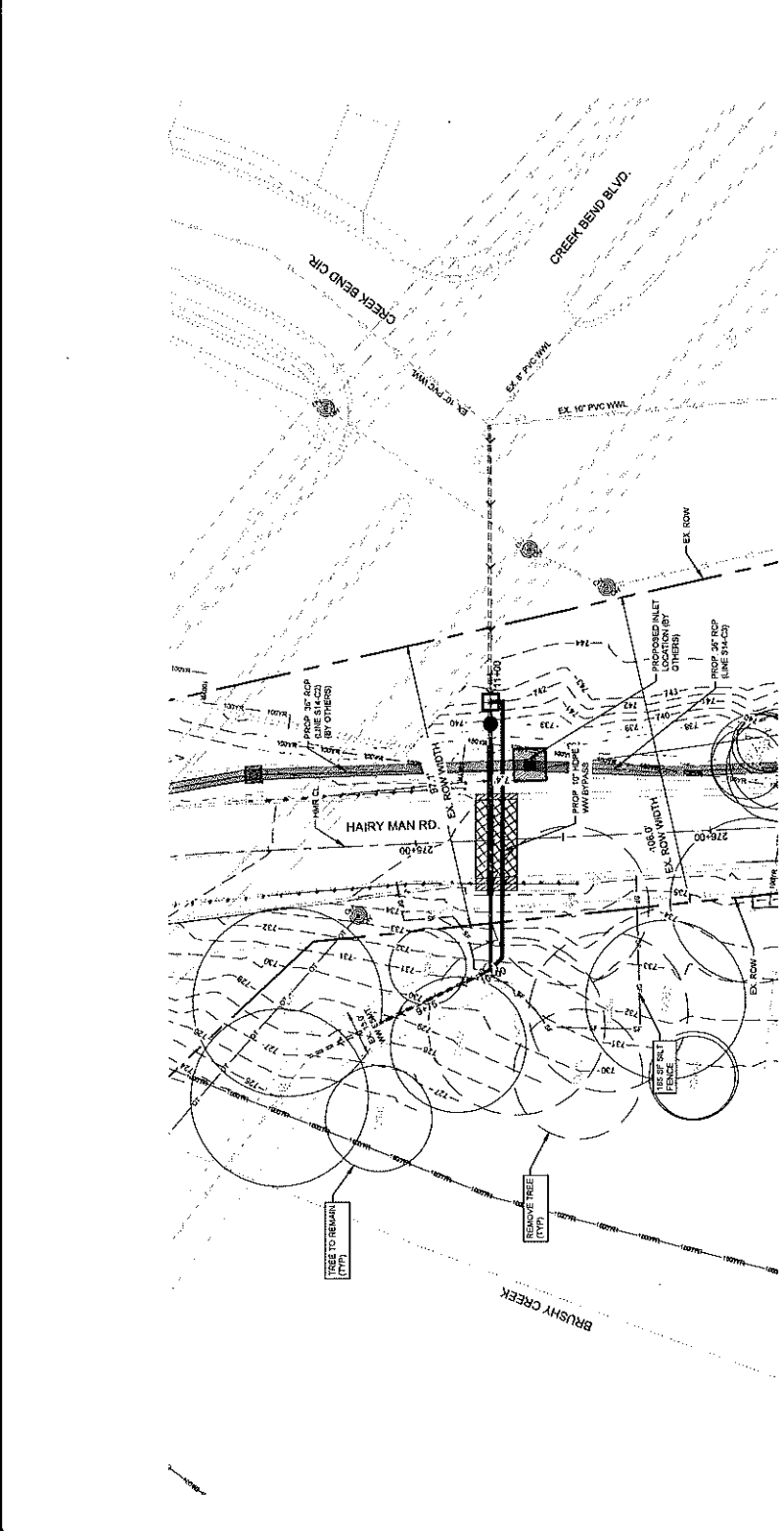
SHEET
C-102
 5 of 8



- LEGEND**
- PROPOSED WASTEWATER
 - PROPOSED ROOF
 - EXISTING ROW
 - PROPOSED ROW
 - PROPOSED DRIVE
 - EXISTING DRIVE
 - EXISTING SIDEWALK
 - EXISTING WALKWAY
 - EXISTING WALK LINE
 - EXISTING WALK
 - EXISTING SIDEWALK
 - EXISTING DRIVE
 - EXISTING UTILITY
 - EXISTING TELEPHONE
 - EXISTING FIBER OPTIC
 - EXISTING OVERHEAD ELECTRIC
 - EXISTING U.G. ELECTRIC
 - EXISTING CHAINLINK FENCE
 - EXISTING ROCK FENCE
 - EXISTING WIRE FENCE
 - EXISTING TREE (TO REMAIN)
 - EXISTING TREE (TO BE REMOVED)

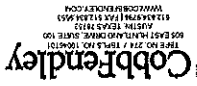
GENERAL NOTES

- THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES UNLESS OTHERWISE SHOWN. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MAY BE OCCURRED BY THE FAILURE TO MAINTAIN OR PROTECT EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN A MINIMUM COVER OVER ALL UTILITIES. THE CONTRACTOR SHALL MAINTAIN A MINIMUM COVER OVER ALL UTILITIES. THE CONTRACTOR SHALL MAINTAIN A MINIMUM COVER OVER ALL UTILITIES.
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TREE LIST

POINT #	TAG #	TRIP	DBH	SPR	DESCRIPTION	STATUS
734.436	12638	17'	37"		CEAR ELM	REMOVE
725.575	12647	18'	18"		CEAR ELM	-
729.097	12648	23'	23"		CEAR ELM	-
751.311	12650	13'	15"		CEAR ELM	REMOVE
730.720	12652	30'	35"		CEAR ELM	REMOVE
732.972	12655	27'	27"		CEAR ELM	REMOVE
740.342	12660	14'	14"		CEAR ELM	-
732.762	12662	27'	27"		CEAR ELM	-
730.831	12665	15'	15"		OAK	-
735.089	12671	28'	28"		OAK	-
737.791	12680	12.7.2'	12.7.2"		OAK	-
738.939	12683	10'	10"		OAK	-
738.332	12684	10'	10"		OAK	-
738.125	12683	10'	10"		OAK	-




Cobbendley
INCORPORATED
1988
10000 W. STATE HIGHWAY 100
SUITE 100
DALLAS, TEXAS 75243
TEL: 972.382.1000
WWW.COBBLINDY.COM

STANDARD DETAILS - SHEET 1
HARRY HAIN FOR WMA RELOCATION
ROUND ROCK, TEXAS

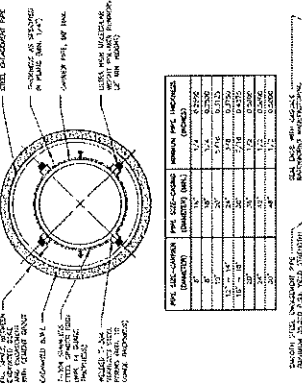


WILLIAMSON
COUNTY
TEXAS



CITY OF ROUND ROCK
TEXAS

SHEET
C-501
6 OF 8



CITY OF ROUND ROCK
PIPE ENCLOSURE DETAIL

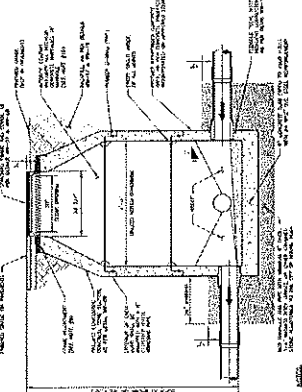
1. CONCRETE SHALL BE 28 COMPRESSIVE STRENGTH (28 DAY) WITH A MINIMUM OF 4% AIR ENTRAINMENT. ALL REINFORCEMENT SHALL BE #4 BARS WITH 18" ON CENTER.

2. THE ENCASEMENT SHALL BE 12" THICK WITH A MINIMUM OF 4" COVER ON ALL SIDES.

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4. THE ENCASEMENT SHALL BE 12" THICK WITH A MINIMUM OF 4" COVER ON ALL SIDES.

PIPE SIZE (DIA.)	MINIMUM PIPE THICKNESS (INCHES)	MINIMUM CONCRETE THICKNESS (INCHES)
12"	1/2"	2 1/2"
15"	3/4"	3 1/2"
18"	1"	4 1/2"
21"	1 1/4"	5 1/2"
24"	1 1/2"	6 1/2"
27"	1 3/4"	7 1/2"
30"	2"	8 1/2"
36"	2 1/2"	10 1/2"
42"	3"	12 1/2"
48"	3 1/2"	14 1/2"
54"	4"	16 1/2"
60"	4 1/2"	18 1/2"
66"	5"	20 1/2"
72"	5 1/2"	22 1/2"
78"	6"	24 1/2"
84"	6 1/2"	26 1/2"
90"	7"	28 1/2"
96"	7 1/2"	30 1/2"
102"	8"	32 1/2"
108"	8 1/2"	34 1/2"
114"	9"	36 1/2"
120"	9 1/2"	38 1/2"
126"	10"	40 1/2"
132"	10 1/2"	42 1/2"
138"	11"	44 1/2"
144"	11 1/2"	46 1/2"
150"	12"	48 1/2"
156"	12 1/2"	50 1/2"
162"	13"	52 1/2"
168"	13 1/2"	54 1/2"
174"	14"	56 1/2"
180"	14 1/2"	58 1/2"
186"	15"	60 1/2"
192"	15 1/2"	62 1/2"
198"	16"	64 1/2"
204"	16 1/2"	66 1/2"
210"	17"	68 1/2"
216"	17 1/2"	70 1/2"
222"	18"	72 1/2"
228"	18 1/2"	74 1/2"
234"	19"	76 1/2"
240"	19 1/2"	78 1/2"
246"	20"	80 1/2"
252"	20 1/2"	82 1/2"
258"	21"	84 1/2"
264"	21 1/2"	86 1/2"
270"	22"	88 1/2"
276"	22 1/2"	90 1/2"
282"	23"	92 1/2"
288"	23 1/2"	94 1/2"
294"	24"	96 1/2"
300"	24 1/2"	98 1/2"



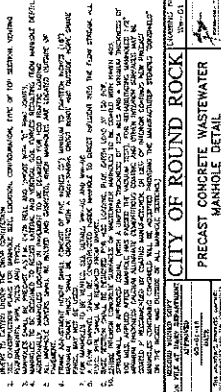
CITY OF ROUND ROCK
PRECAST CONCRETE WASTEWATER MANHOLE DETAIL

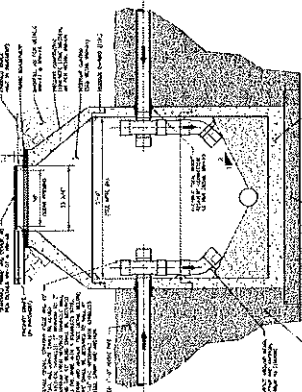
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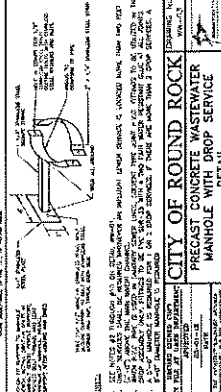
CITY OF ROUND ROCK
PRECAST CONCRETE WASTEWATER MANHOLE WITH DROP SERVICE DETAIL

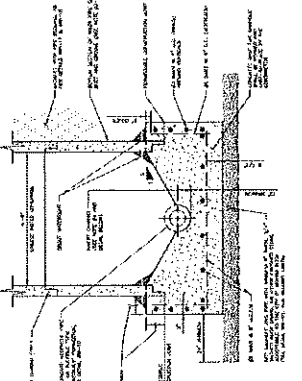
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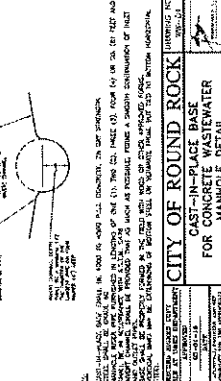
CITY OF ROUND ROCK
CAST-IN-PLACE BASE FOR CONCRETE WASTEWATER MANHOLE DETAIL

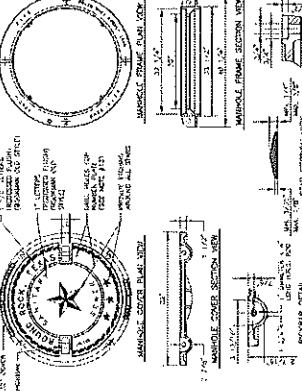
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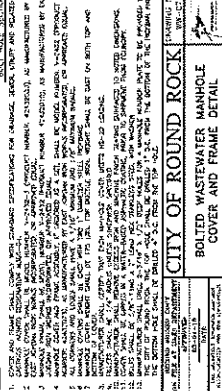
CITY OF ROUND ROCK
BOLTED WASTEWATER MANHOLE COVER AND FRAME DETAIL

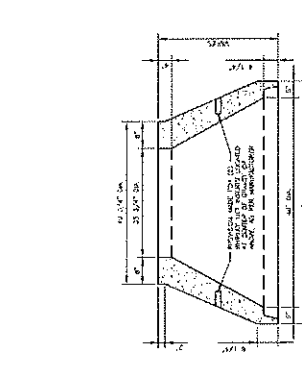
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CITY OF ROUND ROCK
PRECAST 48" CONCENTRIC CONCRETE CONE SECTION DETAIL

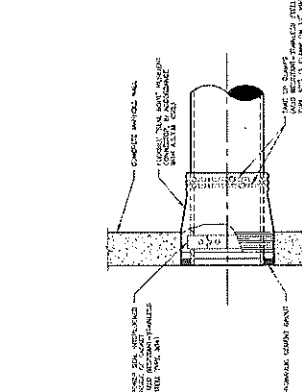
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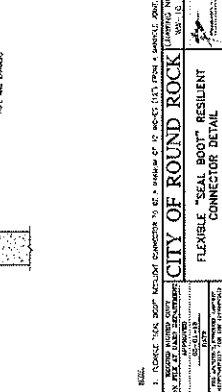
CITY OF ROUND ROCK
FLEXIBLE "SEAL BOOT" RESILIENT CONNECTOR DETAIL

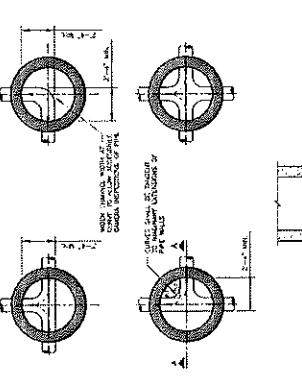
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CITY OF ROUND ROCK
WASTEWATER FLOW PATTERNS FOR INVERT CHANNELS DETAIL

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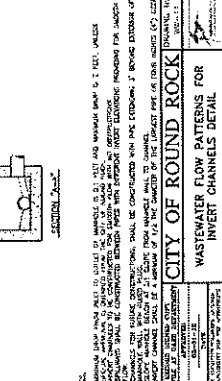


EXHIBIT B

Preliminary Opinion of Probable Construction Costs

**EXHIBIT
"B"**



Williamson County 2013 Road Bond
Hairy Man Rd - City of Round Rock
10" WWL Relocation
Engineer's Opinion of Probable Cost - 100%

10/15/2020

Bid Item	Description	Quantity	Unit	Unit Cost	Total Cost
505	Encasement Pipe, 20" Dia., Steel (ASTM A134)	50	LF	\$ 150.00	\$ 7,500.00
506-WW	Drop Manhole w/CIP Base, 5' Dia.	1	EA	\$ 7,000.00	\$ 7,000.00
509	Trench Safety Systems (All Depths)	83	LF	\$ 4.00	\$ 332.00
510-WW	Pipe, 10" Dia. PVC SDR-26 (All Depths)	83	LF	\$ 150.00	\$ 12,505.50
559	Concrete Box Culvert, 4 ft. x 4 ft. for temporary bypass	13	VF	\$ 300.00	\$ 3,900.00
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	165	LF	\$ 1.50	\$ 247.50
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	165	LF	\$ 1.50	\$ 247.50
SP506-BPWW	Temporary Wastewater Bypass Pumping	5	DAY	\$ 2,500.00	\$ 12,500.00
Total					\$ 44,232.50