

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEANDER
AND WILLIAMSON COUNTY REGARDING THE
DESIGN AND CONSTRUCTION OF BAGDAD ROAD
FROM THE CITY LIMITS OF LIBERTY HILL, TEXAS TO SOUTH OF CR 281
LYING WITHIN THE LEANDER CITY LIMITS**

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

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the City of Leander, Texas, a Texas municipal corporation (the “City”) and Williamson County, a political subdivision of the State of Texas (the “County”). In this Agreement, the City and the County are sometimes individually referred to as “a Party” and collectively referred to as “the Parties”.

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing Bagdad Road from the city limits of Leander, Texas to south of CR 281 the approximate location being shown on Exhibit “A”, attached hereto, (the “County Project”); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

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.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide formal coordination and consent for the County’s design and construction of the County Project within the city limits and requiring the City to maintain certain water quality features as further described herein.

**II.
DESIGN OF COUNTY PROJECT**

2.01 County Obligations. The County shall be responsible for all costs associated with the construction bidding and management, right-of-way acquisitions, utility relocations and all other costs related to the design and construction of the County Project.

1.

2.02. Maintenance. The County agrees to operate and maintain the County Project until the City annexes any property abutting a portion or portions of Bagdad Road, except for the water quality features as described in Section 3.02, below.

2.02. Insurance, Bonds and Warranties. The County shall require the County Project Contractor to name the City as an additional insured on any policies related to the County Project. The County shall require the contractor to provide performance bonds and maintenance bonds in favor of the City for the portions of the County Project operated and maintained by the County in minimum amounts required under Williamson County bond program construction contracts, and generally in the form as set out in Exhibit "B" attached hereto. The County shall transfer all warranties for the County Project to the City upon final completion and acceptance of the Project, or City annexation of any property abutting portions of Bagdad Road.

The County shall require the County Project contractor to issue a minimum construction warranty period of two (2) years from the formal acceptance of entire project completion.

III.

CITY OBLIGATIONS

3.01 Right-of-way. The City agrees that the County shall be permitted to exercise its power of eminent domain within the city limits if necessary to acquire property rights for the County Project.

3.02. Water Quality Features. The City agrees to own, operate and maintain the water quality features portion of the County Project as shown in Exhibit "C", attached hereto (the "Water Quality Features"). Prior to acceptance of ownership by City, the City and County shall designate representatives to conduct a final walk-through inspection of the Water Quality Features to identify and remedy any construction defects, or to otherwise confirm acceptance of the construction.

IV.

GENERAL PROVISIONS

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

4.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project.

4.03 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 effected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.04 Default and Remedies. In the event that the City defaults under this Agreement, and such default is not cured within thirty (30) days after the County provides written notice to cure, County may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement. Breach, and related specific performance, of the City's obligations is limited to circumstances where the City has not made any effort to obtain a right-of-way dedication.

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

4.06 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 the County Project shown on Exhibit "A."

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

4.08 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.

4.09 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:

CITY: City of Leander
105 North Brushy Street
Leander, Texas 78641

Attn: City Manager

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: Bill Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

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.

4.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

4.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

[signature pages follow]

CITY OF LEANDER, TEXAS

By: C. deLisle

Name: Christine DeLisle

Its: Mayor

ATTEST:

By: Dara Crabtree

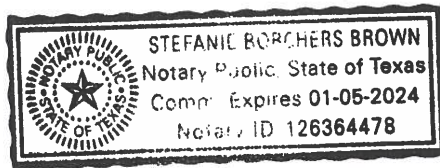
Dara Crabtree, City Secretary

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 19 day of January, 2023, by Christine DeLisle as Mayor of the City of Leander, a Texas home-rule city, on behalf of said city.



[Signature]
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.
Bill Gravell (Feb 8, 2023 09:24 CST)
Bill Gravell, Jr., County Judge

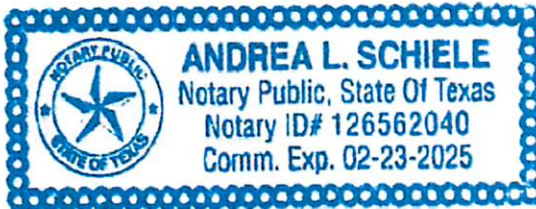
ATTEST:

By: Nancy E. Rister
Nancy Rister, County Clerk

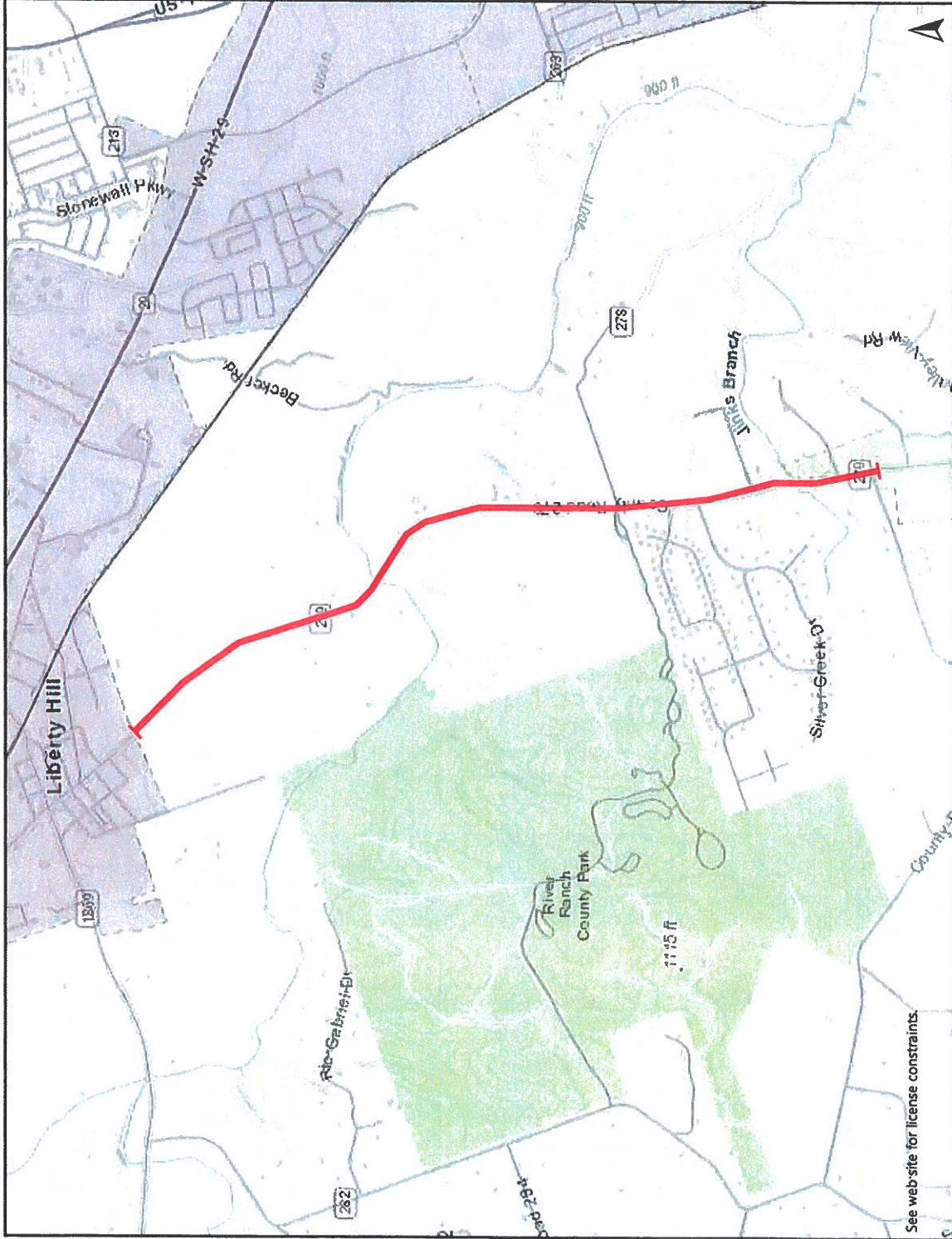
THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 8th day of February, 2023, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Andrea L. Schiele
Notary Public, State of Texas



WILLIAMSON COUNTY



See web site for license constraints.



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8/23/2022 11:59:09 AM

THIS MAP IS NOT TO BE USED FOR NAVIGATION

This map and data are for general planning purposes only. The base map conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

Notes

EXHIBIT A

Legend

- Streets —
- Streets —
- Railroads —
- Railroads —
- Municipalities
- Incorporated Cities
- LEANDER
- LIBERTY HILL
- PROJECT LIMITS



EXHIBIT B

Approved December 2007

Maintenance Bond

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
(NAME OF CONTRACTOR)

_____ as principal, hereinafter called "CONTRACTOR" and _____
(NAME OF SURETY)

a corporation organized under the laws of _____
as Surety, hereinafter called "SURETY", do hereby expressly acknowledge themselves to be held and bound to pay unto WILLIAMSON COUNTY as Obligee, a political subdivision of the State of Texas, hereinafter called "COUNTY", the sum of (20% of total construction contract amount)

(INSERT WORDS)
_____ Dollars (\$ _____) for the payment of which sum well and truly to be made unto said COUNTY and its successors, said principal and sureties do hereby bind themselves, their assigns, and successors jointly and severally.

This obligation is conditioned, however, that whereas said CONTRACTOR has by written Agreement dated _____, 20 _____, entered into an agreement with said COUNTY to build and construct _____

_____ which said Agreement and the Contract Documents therein mentioned and adopted by the COUNTY are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under the terms and conditions of the Agreement, specifications and other Contract Documents, it is provided that the CONTRACTOR shall maintain and keep in good repair the Work constructed and/or equipment furnished by it as contemplated by the plan drawings, specifications, and other Contract Documents, and perform for a period of 2 years from the date of acceptance as shown on the "Certificate of Completion" issued by the ENGINEER, or the date of Final Payment by the COUNTY if a separate Certificate of Completion is not issued, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The CONTRACTOR shall reimburse the COUNTY for the costs of all engineering and special services required to be furnished by the COUNTY which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is the intended purpose of this section to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the CONTRACTOR under the conditions prescribed by the Agreement, plans and specifications and other Contract Documents; and in case the CONTRACTOR shall fail or refuse to commence and actively pursue such corrections within ten (10) days after proper written notifications have been furnished to it by the COUNTY, it is agreed that the COUNTY may do said work and supply such materials and the said CONTRACTOR and SURETY herein shall be liable for the payment of all costs thereby incurred.

NOW THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the

CONTRACTOR in the performance of its Agreement to maintain and repair said work, then these presents shall have full force and effect and the COUNTY shall have and recover from the said CONTRACTOR and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20 ____

PRINCIPAL

PHONE NO.

SIGNATURE

(SEAL)

NAME & TITLE

WITNESS OR ATTEST TO SEAL

SURETY

PHONE NO.

SIGNATURE

(SEAL)

NAME & TITLE

WITNESS OR ATTEST TO SEAL

SIGNATURE OF LICENSED LOCAL RECORDING AGENT
appointed to countersign on behalf of Surety

[illegible]

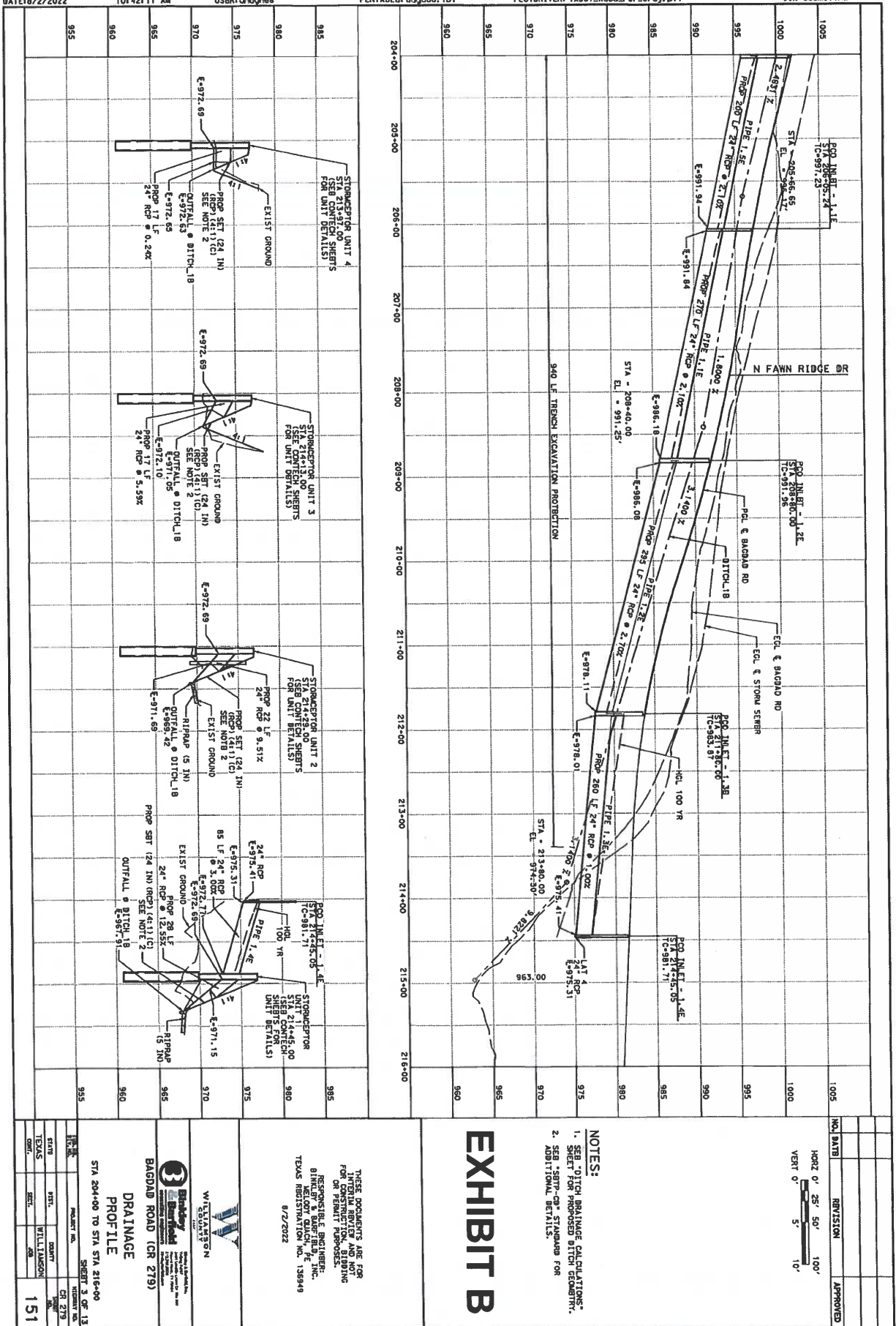


EXHIBIT B

- NOTES:
1. SEE "DITCH DRAINAGE CALCULATIONS" SHEET FOR PROPOSED DITCH GEOMETRY.
 2. SEE "STORM-CP" STANDARD FOR ADDITIONAL DETAILS.

THESE DOCUMENTS ARE FOR
INTERNAL REVIEW AND NOT
FOR CONSTRUCTION
OR PERMIT PURPOSES.
RESPONSIBLE ENGINEER:
BILLY R. BURGESS, P.E., INC.
TEXAS REGISTRATION NO. 136949
8/2/2022



BAGDAD ROAD (CR 279)

DRAINAGE

PROFILE

STA 204+00 TO STA 216+00

DATE	PROJECT NO.	SHEET NO.	OF
8/2/2022	CR 279	151	151
DESIGNER	DRAWN	CHECKED	APPROVED
WILLIAMSON	WILLIAMSON	WILLIAMSON	WILLIAMSON

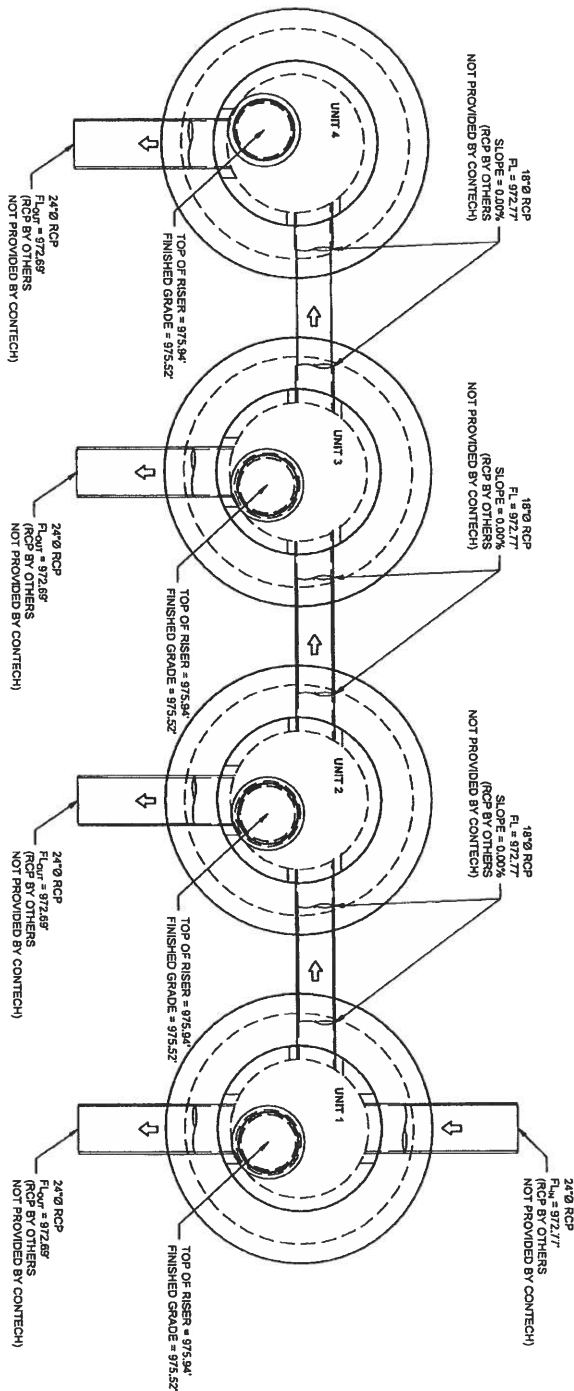


EXHIBIT FOR BAGDAD ROAD (CR 279)
PARALLEL ARRANGEMENT OF FOUR STORMCEPTOR STC-4800 UNITS

DESIGN SUMMARY: WATER ENTERS THROUGH THE 24"Ø RCP ON UNIT 1. FLOWS EQUALIZE ACROSS UNITS 1, 2, 3, & 4 VIA THE 18"Ø RCP EQUALIZERS. WATER IS EQUALLY TREATED AND RELEASED THROUGH THE 24"Ø RCP OUTLET ON EACH UNIT.
18"Ø RCP EQUALIZERS ARE FLAT (SLOPE = 0).
24"Ø RCP INLET PER PLAN.
24"Ø RCP OUTLETS PER PLAN.

EXHIBIT FOR CONCEPTUAL REFERENCE ONLY - REFER TO CIVIL PLANS FOR FINAL DESIGN.

(MARK)	DATE	REVISION DESCRIPTION	BY
		<p>The design and information shown on this drawing is provided as a service to the project sponsor, and may be used by the project sponsor for any purpose. The project sponsor is responsible for the use of the design and information shown on this drawing. The project sponsor is not responsible for the use of the design and information shown on this drawing for any purpose other than the intended use of the design and information shown on this drawing.</p> <p>The design and information shown on this drawing is provided as a service to the project sponsor, and may be used by the project sponsor for any purpose. The project sponsor is responsible for the use of the design and information shown on this drawing. The project sponsor is not responsible for the use of the design and information shown on this drawing for any purpose other than the intended use of the design and information shown on this drawing.</p>	

EXHIBIT - 691545-010,020,030,040
BAGDAD ROAD (CR 279)
LIBERTY HILL, TX

CONTECH
ENGINEERED SOLUTIONS LLC
www.ContechES.com
2101 N. Paycol Lane, Suite 212, Irving, TX 75039
972-995-2020 972-995-2033 FAX

DATE	4/29/2022	SCALE	VARIABLES
DESIGNED	SJ	DRAWN	SJ
CHECKED	SJ	APPROVED	SJ
PROJECT NO.	691545	SIGNATURE NO.	01, 0.020, 0.030, 0.040
SHEET:	1	OF	1

1810B4 V1600-4 Assembly



Product Number
41600483

Design Features

-Materials
Cover
Gray Iron (CL35B)
Frame
Gray Iron (CL35B)

-Design Load
Heavy Duty
-Open Area
n/a
-Coating
Undipped
-V/ Designates Machined Surface

Certification

-ASTM A48
-Country of Origin: USA

Major Components

00180783
41600410

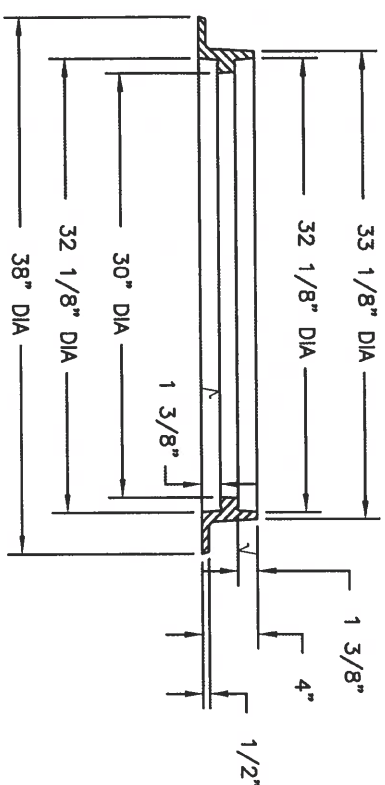
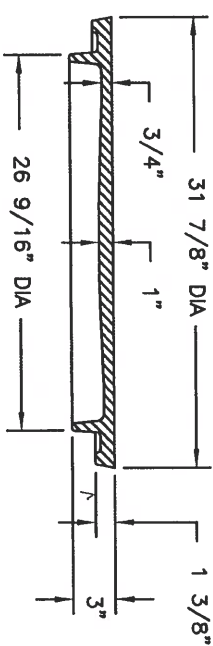
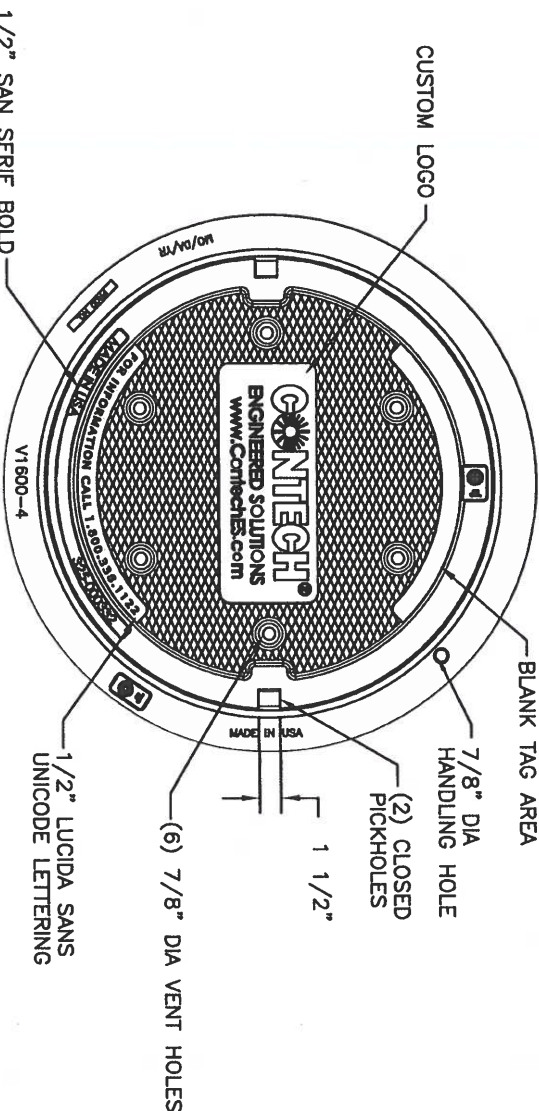
Drawing Revision
05/09/2007 Designer: SMH
6/26/2017 Revised By: DAE

Disclaimer

Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

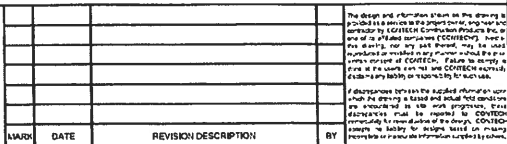
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Contact
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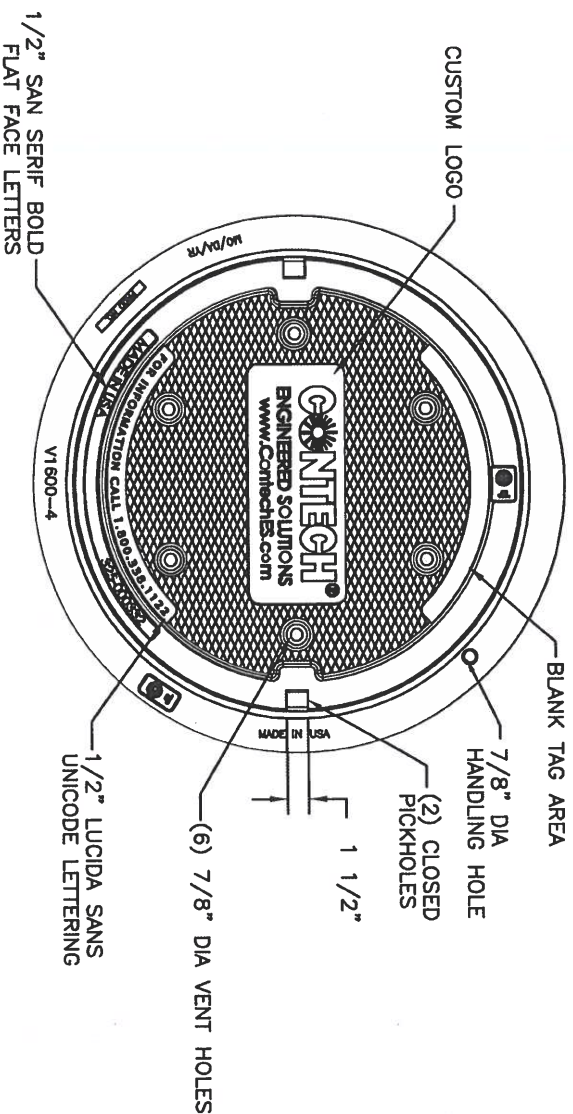
FRAME SECTION

EXHIBIT B

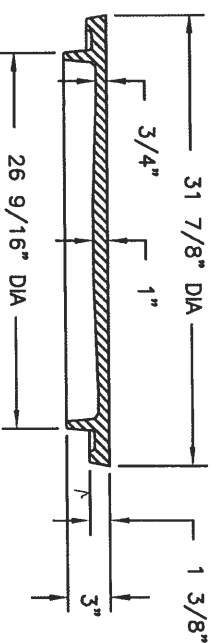




1810B4 V1600-4 Assembly



COVER SECTION



FRAME SECTION

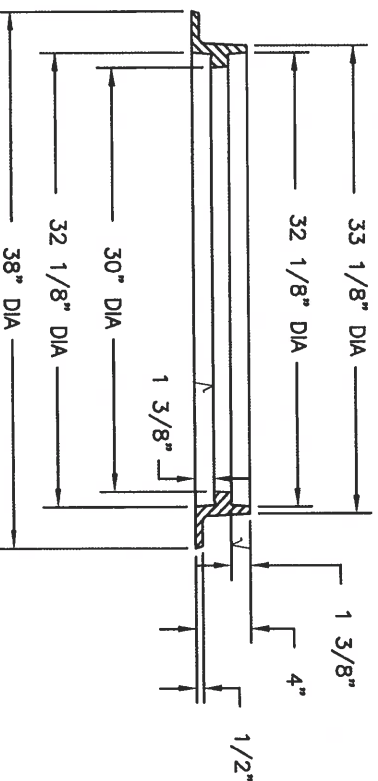


EXHIBIT B

Product Number

41600483

Design Features

- Materials
 - Cover
 - Gray Iron (CL35B)
 - Frame
 - Gray Iron (CL35B)

-Design Load

Heavy Duty

-Open Area

n/a

-Coating

Undipped

-V/Designates Machined Surface

Certification

-ASTM A48

-Country of Origin: USA

Major Components

00180783

41600410

Drawing Revision

05/09/2007 Designer: SMH

6/26/2017 Revised By: DAE

Disclaimer

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1810B4 V1600-4 Assembly



Product Number
41600483

Design Features

- Materials
Cover
Gray Iron (CL35B)
- Frame
Gray Iron (CL35B)

- Design Load
Heavy Duty
- Open Area
n/a
- Coating
Un dipped
- V Designates Machined Surface

Certification

- ASTM A48
- Country of Origin: USA

Major Components

00180783
41600410

Drawing Revision

05/09/2007 Designer: SMH
6/26/2017 Revised By: DAE

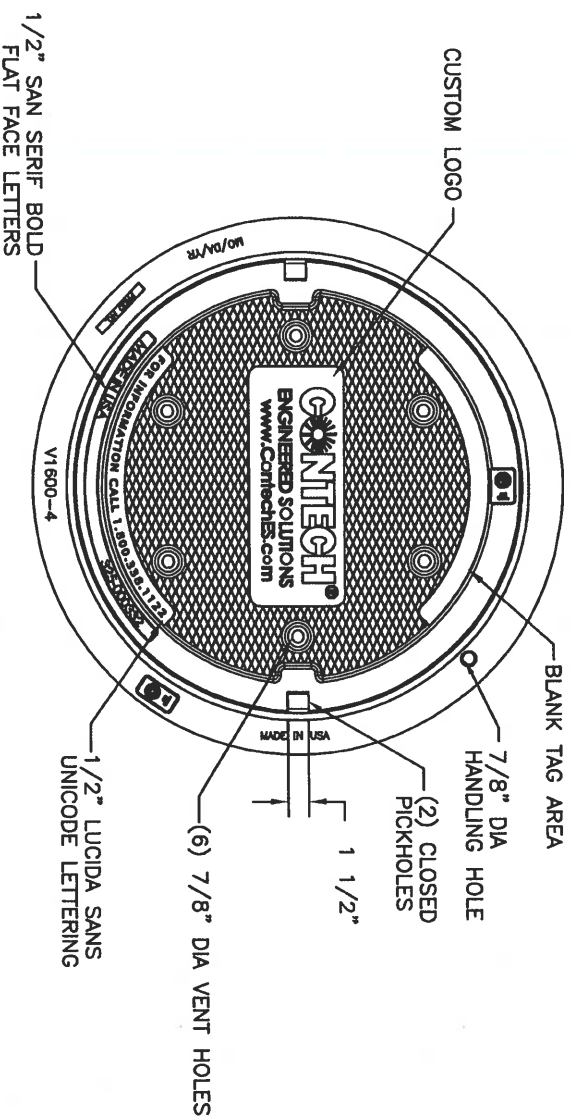
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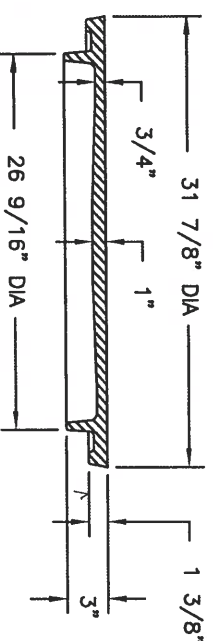
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COVER SECTION



FRAME SECTION

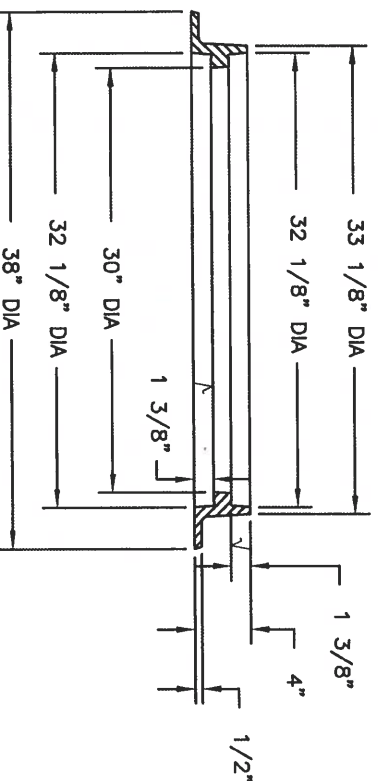
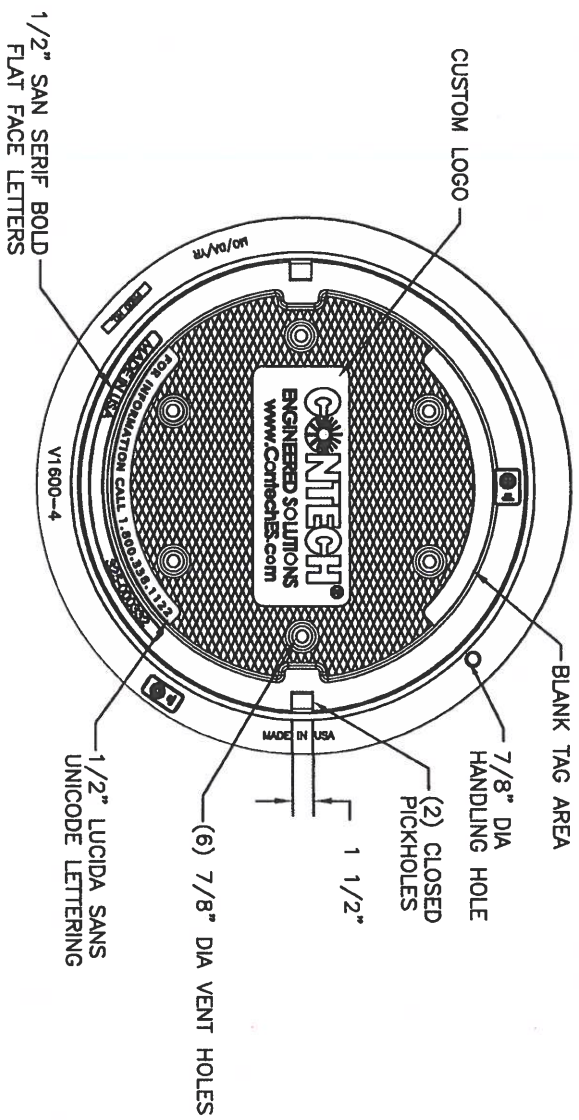
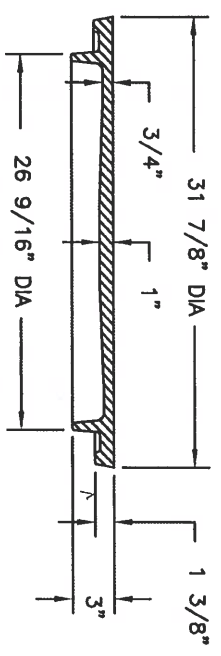


EXHIBIT B

1810B4 V1600-4 Assembly



COVER SECTION



FRAME SECTION

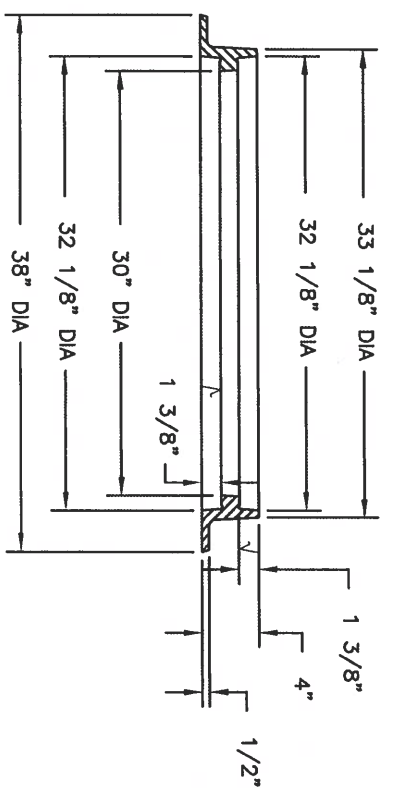


EXHIBIT B

Product Number

41600483

Design Features

- Materials
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Gray Iron (CL35B)
- Frame
Gray Iron (CL35B)

- Design Load
Heavy Duty
- Open Area
n/a
- Coating
Undipped
- ✓ Designates Machined Surface

Certification

- ASTM A48
- Country of Origin: USA

Major Components

00180783
41600410

Drawing Revision

05/09/2007 Designer: SMH
6/26/2017 Revised By: DAE

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