

**INTERLOCAL AGREEMENT
FOR COMPLETING DESIGN SERVICES AND CONSTRUCTION
RELATED TO WATER LINE IMPROVEMENTS ALONG
RONALD REAGAN BOULEVARD**

THIS INTERLOCAL AGREEMENT for design services and construction (“Agreement”) is entered into between the county of Williamson County, Texas, a Texas political subdivision (the “County”) and the City of Georgetown, a Texas home-rule municipality (“Georgetown”). In this Agreement, the County and Georgetown are sometimes individually referred to as “Party” and collectively referred to as “the Parties.”

WHEREAS, the County is making roadway improvements to Ronald Reagan Boulevard from FM 3405 to SH 29 (“Ronald Reagan Widening Project”); and

WHEREAS, this project involves relocation of approximately 8,300 linear feet of water line owned by Georgetown (“Water Line Relocation”); and

WHEREAS, it is currently estimated that the County is responsible for 59.7% of the costs of design and construction of the Water Line Relocation, and Georgetown is responsible for 40.3% of the costs; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and Georgetown agree as follows:

I. DESIGN, CONSTRUCTION AND REIMBURSEMENT

1.01 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding, construction, and project management and all other costs related to the Water Line Relocation. The proposed Water Line Relocation improvements shall be as shown in the Water Line Relocations Design Plans (“Water Line Relocation”) attached hereto as Exhibit “A” and the Preliminary Engineer’s Opinion of Probable Construction Costs (“Opinion of Probable Construction Costs”), attached hereto as Exhibit “B”. All plans and specifications, including any amendments, for the Water Line Relocation improvements shall be reviewed and approved by Georgetown prior to construction. County agrees that no water lines related to the Water Line Relocation will be removed from service between March 1 and November 30 of any year.

1.02 Georgetown Obligations. Georgetown shall be responsible for 40.3% percent all costs related to the design (currently estimated as \$437,000) and construction of the Water Line Relocation based on the Opinion of Probable Construction Costs (currently estimated as \$5,016,000) as shown on Exhibit “B”, (the “Opinion of Probable Construction Costs”). The City shall inspect the Waterline Relocation during construction and perform any required testing. Upon County’s approval of each invoice for construction or design services related to Water Line Relocation, the County shall submit the invoice to Georgetown. Georgetown agrees to pay County within thirty (30) days after receipt of the invoice and pursuant to the Texas Prompt Payment Act.

Payments made by Georgetown pursuant to this Agreement shall be made from current revenues available to Georgetown.

1.03 Operation and Maintenance After Acceptance. Georgetown agrees to be responsible for the operation and maintenance of the relocated water line after completion and acceptance by Georgetown. Upon Georgetown's acceptance of the relocated water line, the County shall execute an instrument of conveyance in such form as may be reasonably acceptable to the City conveying the relocated water line to the City. If any components of the water line require repair, replacement or relocation within the right-of-way owned by the County, any such repair, replacement or relocation shall be approved by the County in advance.

1.04 Replacement Easements. The County will be responsible for all costs to acquire replacement easements needed for the Water Line Relocation at the locations shown on Exhibit "C", attached hereto. Said replacement easements will be acquired as soon as possible, but any water lines that do not need to be relocated for the current phase of the Ronald Reagan Widening Project will remain in their current easements with all easement rights continuing. Georgetown acknowledges that some or all of the easements for the existing lines will lie within the new dedicated right of way for Ronald Reagan Boulevard and agrees no new easements will be granted for the existing lines. Replacement easements will be in a form approved by Georgetown in advance of acquisition and include all of the rights and privileges in the existing easements being replaced. When the Water Line Relocation is completed, the existing water lines will be abandoned in place and Georgetown will vacate all easements for the existing water lines on request.

1.05 Insurance, Bonds and Warranties. The Water Line Relocation shall be jointly bid and constructed with the Ronald Reagan Widening project. The County shall require the contractor for the Water Line Relocation project to name Georgetown as an additional insured on any policies related to the Water Line Relocation. The County shall require all performance and maintenance bonds in favor of Georgetown in amounts satisfactory to Georgetown. All applicable warranties shall be transferred to Georgetown upon Georgetown's acceptance of the relocated water line pursuant to the Waterline Relocation.

II. GENERAL PROVISIONS

2.01 NO LIABILITY OR WARRANTY OF SERVICES. GEORGETOWN AGREES AND ACKNOWLEDGES THAT THE COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. GEORGETOWN AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT GEORGETOWN MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY GEORGETOWN, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER GEORGETOWN RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

2.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Water Line Relocation and acceptance of the public improvements by Georgetown.

2.03 Default and Remedies. If Georgetown fails to pay for Services under this Agreement or otherwise fails to comply with any of the terms or provisions of this Agreement, and continues such failure for thirty (30) days after the County provides written notice to cure, Georgetown shall be deemed to be in default under this Agreement, and the County may seek any remedy at law or in equity, including the right of specific performance. In the event that the County fails to comply with any of the terms or provisions of this Agreement and continues such failure for thirty (30) days after the City provides written notice to cure, the County shall be deemed to be in default under this Agreement, and Georgetown may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

2.04 Authority. This Agreement is entered, in part, pursuant to the authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act"). The provisions of the Act are incorporated in this Agreement and this Agreement shall be interpreted in accordance with the Act.

2.05 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 included.

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

2.07 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Agreement. No promise, statement or representation that is not expressly stated in this Agreement has been made by any Party to induce execution of this Agreement.

2.08 Amendments. Any amendment of this Agreement shall be in writing and will be effective if signed by the authorized representative of each Party.

2.09 Waiver. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.

2.10 Independent Relationship. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

2.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity.

2.12 No Third Party Beneficiaries. This Agreement is entered into for the sole and exclusive benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims upon any other person or entity.

2.13 No Assignment. This Agreement may not be assigned in whole or in part by either Party.

2.14 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.

2.15 Notices. Notices given under this Agreement will be effective if forwarded to a Party by hand-delivery, transmitted to a Party by confirmed fax or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

GEORGETOWN: P.O. Box 409, Georgetown, Texas 78627
300-1 Industrial Ave, Georgetown, Texas 78626
Attn: City Manager
Telephone: (512) 930-3652
Facsimile: (512) 930-3559
Email: david.morgan@georgetown.org

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

Either Party may from time to time designate any other address for notice by written notice to the other Party.

2.16 Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference:

Exhibit A – Water Line Relocation Plans
Exhibit B – Engineer's Opinion of Probable Construction Cost Based
Exhibit C – Replacement Easement Diagram

2.17 Counterparts; Effect of Partial Execution. This Agreement may be executed in counterparts each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

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

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

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Shroeder, Mayor

ATTEST:

By: Robyn Densmore
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: Skye Masson
Skye Masson, First Assistant City Attorney


THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

December **THIS INSTRUMENT** was acknowledged before me on this 12 day of December, 2023, by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.



Karen Frost
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By 
8/11/2023 08:54 CST
William Gravell, Jr., County Judge

ATTEST:

By: 
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 20th day of December, 2023, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.



Notary Public, State of Texas

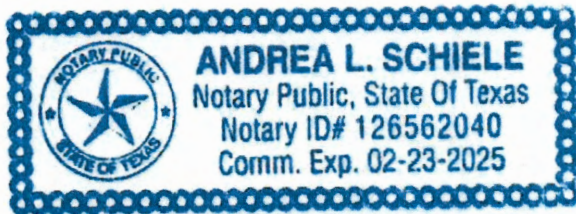


EXHIBIT A

Water Line Relocation Design Plans

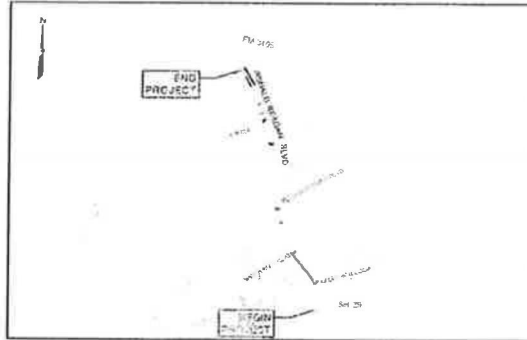
INDEX OF SHEETS
SEE SHEET 1-02



WILLIAMSON COUNTY RONALD REAGAN BOULEVARD WIDENING WATER LINE RELOCATIONS 100% DESIGN

TOTAL LENGTH OF PROJECT 8,335 LF
PROJECT LIMITS: RONALD REAGAN BLVD FROM W STATE HWY 29 TO FM 3405

CONSTRUCTION OF 8", 12", 18", AND 24" MAIN, 6" FIRE HYDRANT LEADS, AND 2" SERVICE WATER LINE,
24", 30", AND 42" STEEL ENCASEMENT INSTALLED VIA OPEN TRENCH AND JACK/BORE, REQUIRED
APPURTENANCES, AND CONNECTIONS TO THE EXISTING 2", 18" AND 24" WATER LINES.



VICINITY MAP
(NOT TO SCALE)

OWNER INFORMATION

OWNER:
CITY OF GEORGETOWN, TEXAS
300 INDUSTRIAL AVENUE
GEORGETOWN, TEXAS 78626

CONTACT:
CHRIS POUSSON
512-930-8162

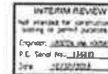
DESIGNER:
COBB FENDLEY
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752

CONTACT:
KRISTEN VAN HOOSIER, P.E.
512-646-4326

100% SUBMITTAL

NOT FOR
CONSTRUCTION

SUBMITTED FOR APPROVAL



KRISTEN VAN HOOSIER, P.E.
COBB FENDLEY INC.

OCTOBER 01, 2019
DATE

APPROVALS

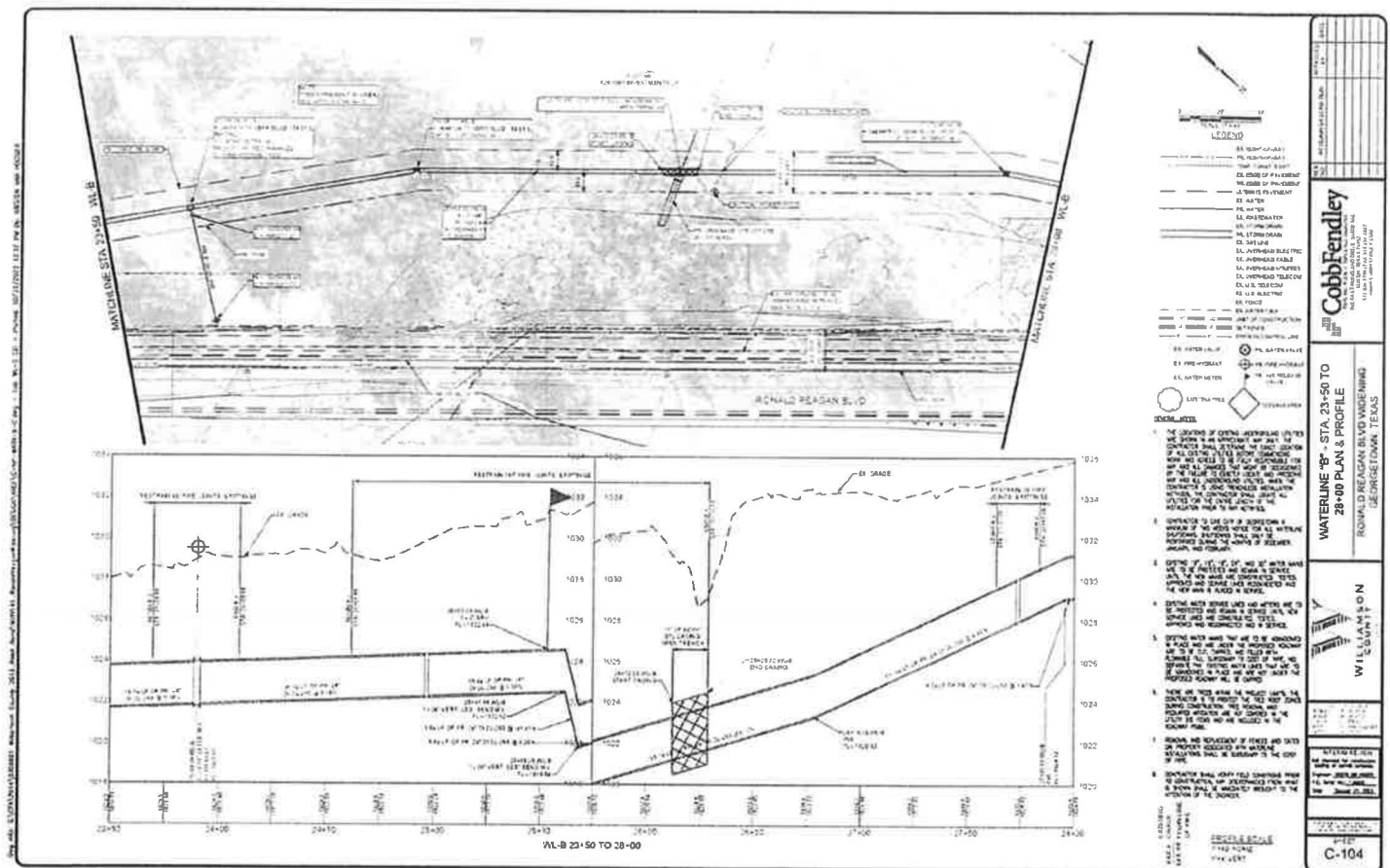
CHRIS POUSSON
CITY OF GEORGETOWN, TEXAS

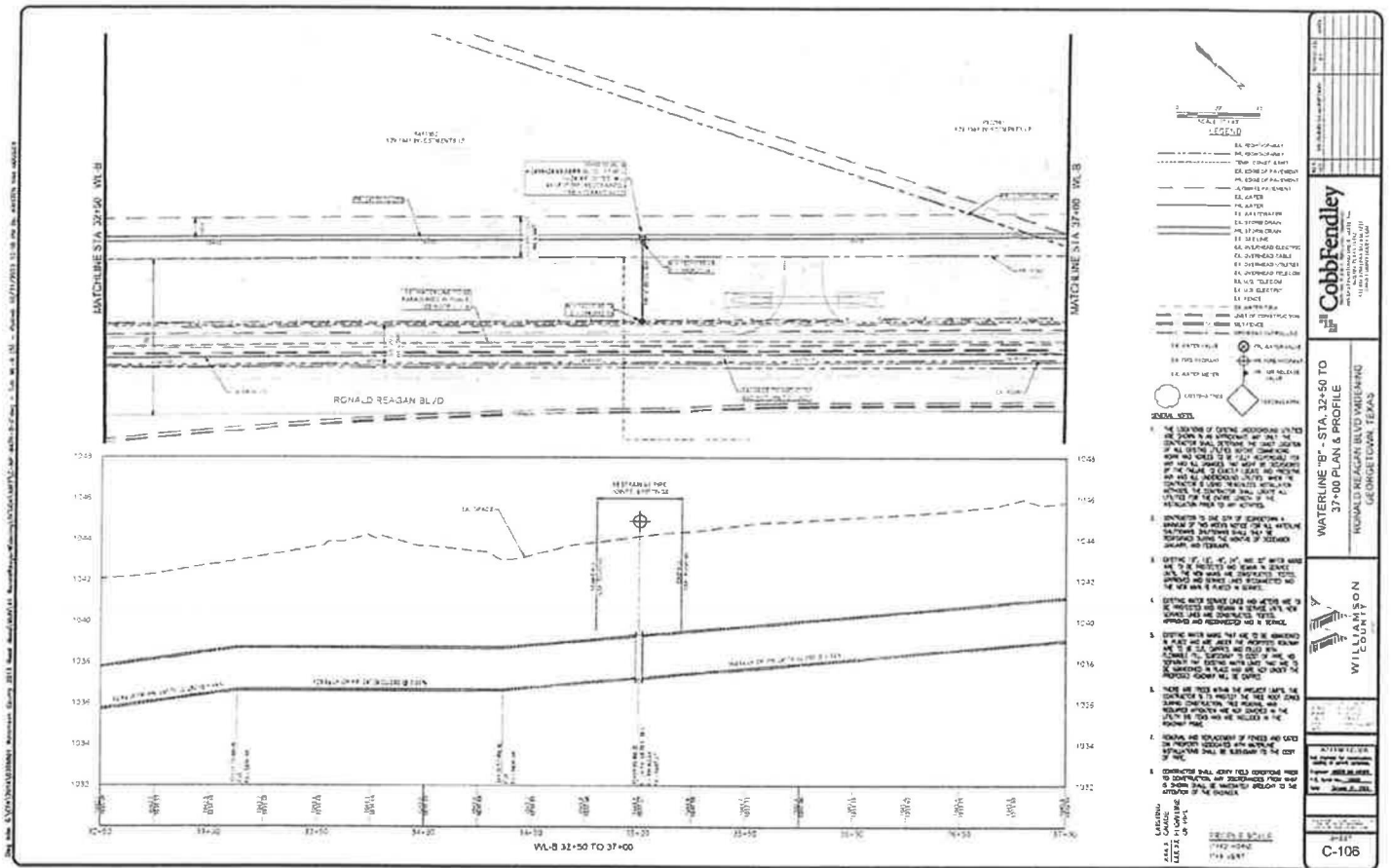
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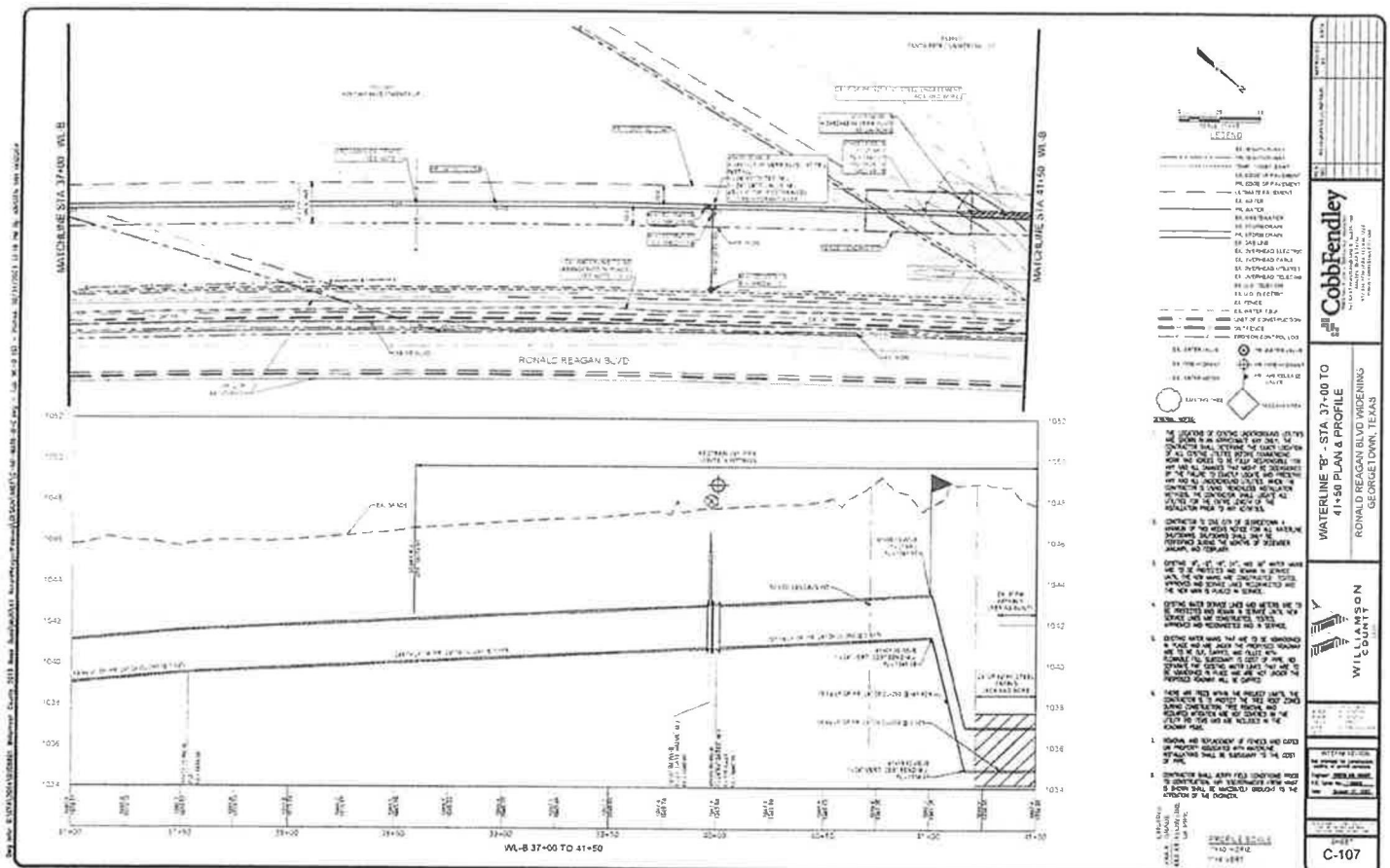
CobbFendley
100% SUBMITTAL
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
312.134.9788 / FAX 512.334.9593
WWW.COBBFENDLEY.COM

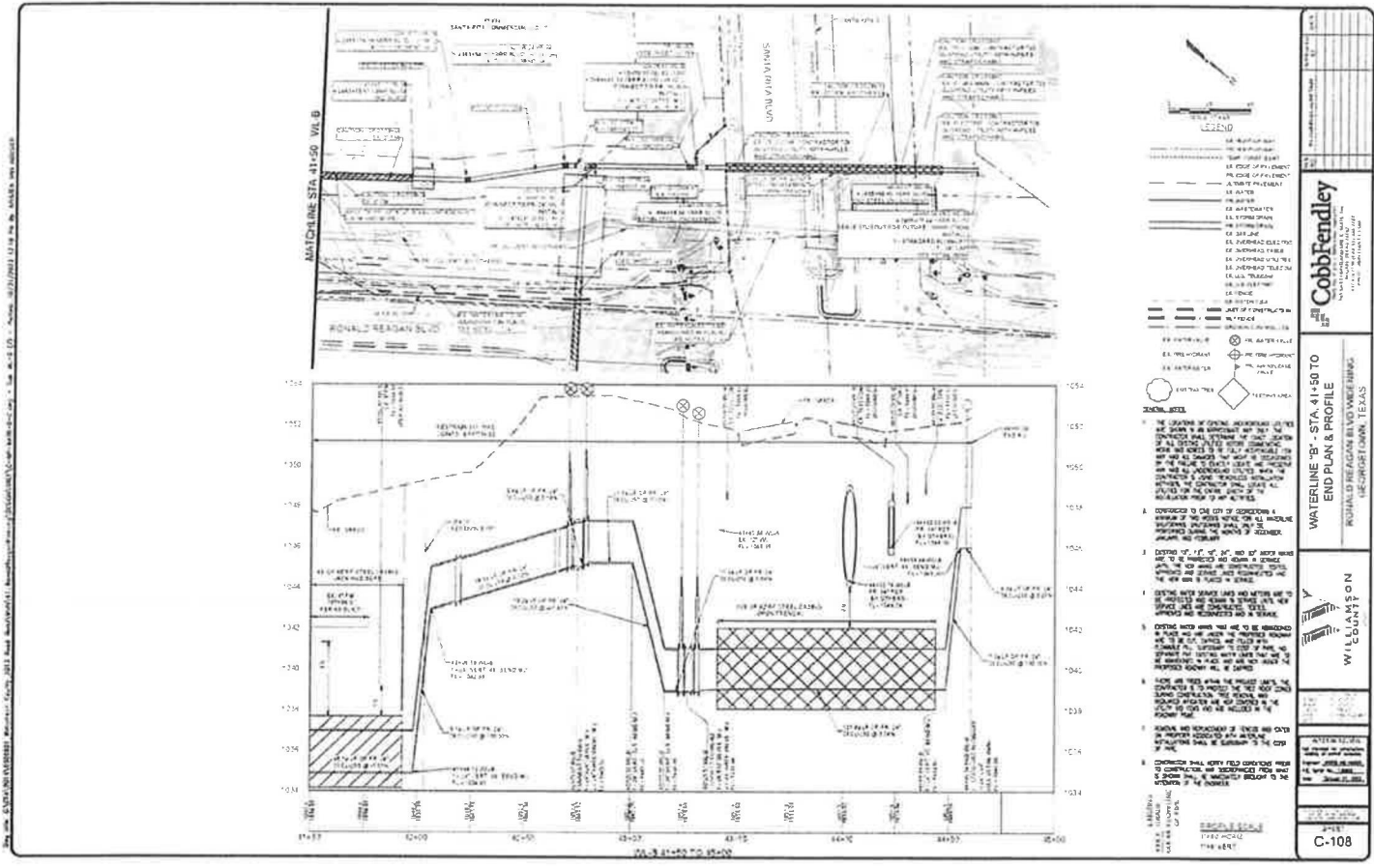








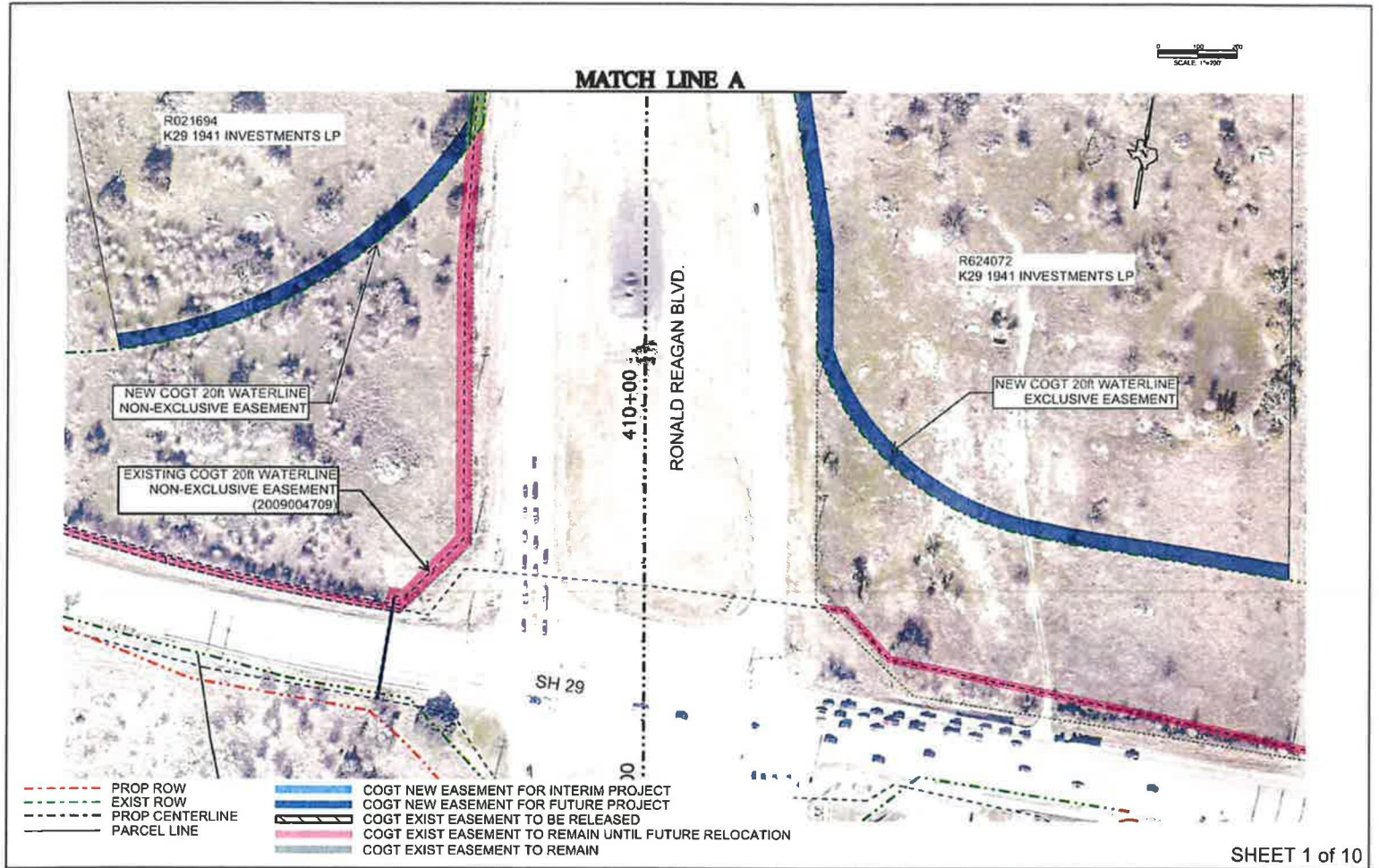


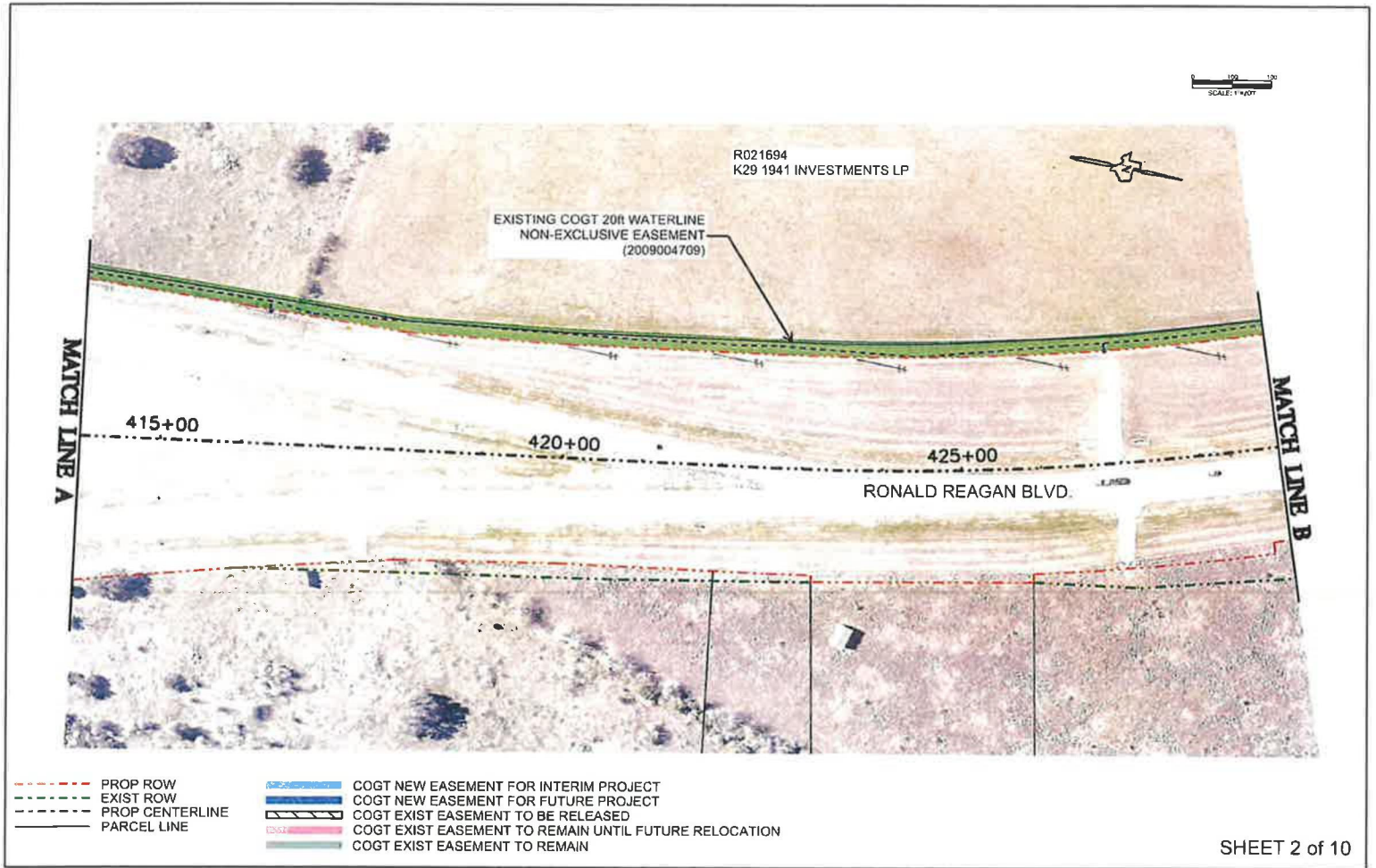


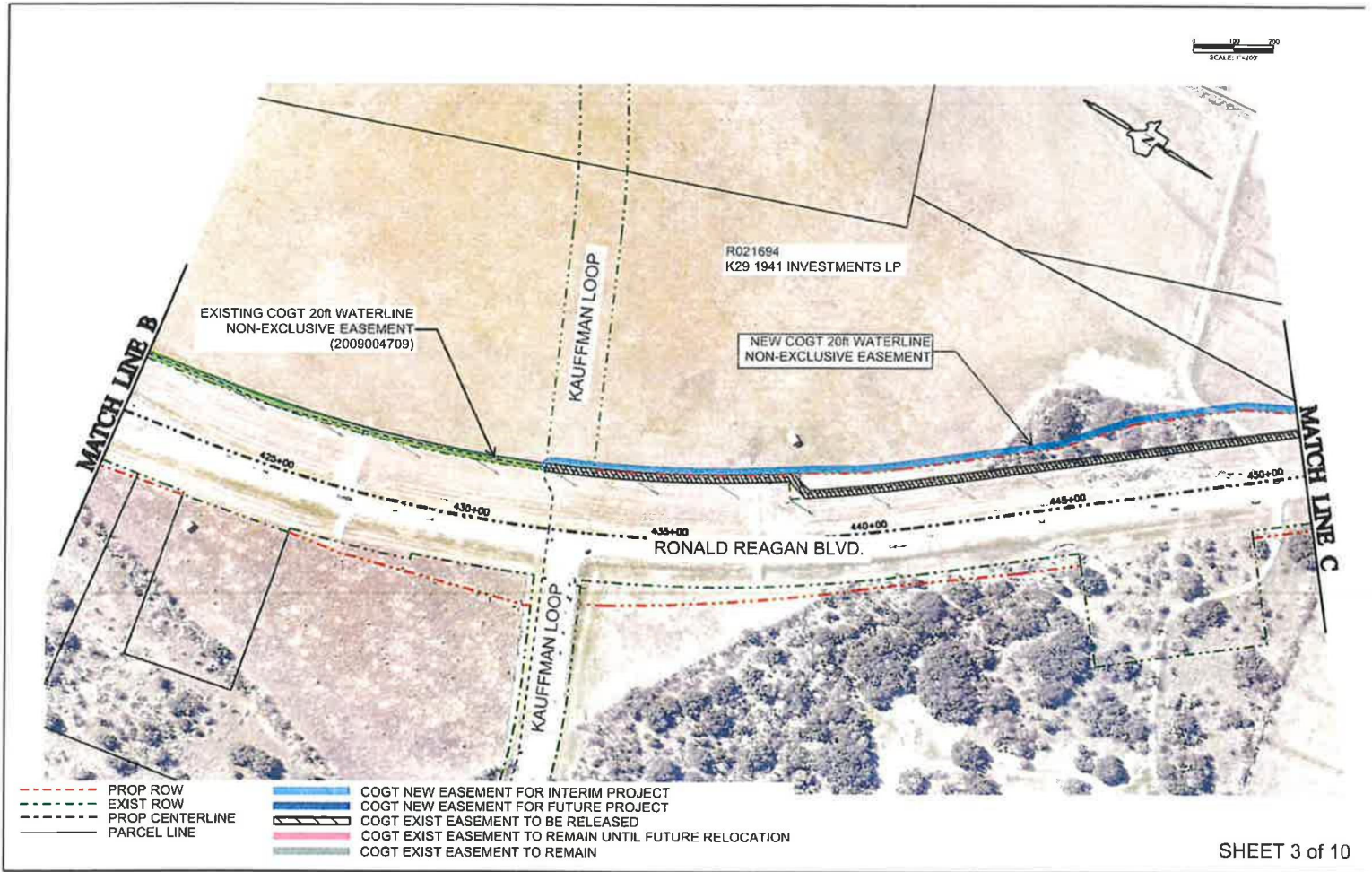
City of Georgetown Ronald Reagan Blvd Widening Water Line Relocations Engineer's Opinion of Probable Construction Cost Based Upon 100% Design 11/30/2023					
ITEM	Description	Unit	Quantity	Unit Cost	Total Cost
TxDOT Pay Items					
160 WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	14286	\$ 5.63	\$ 80,430.18
161 WC001	EROSION CONTROL COMPOST (3")	SY	1789	\$ 3.08	\$ 5,465.40
162 WC103	MULCH TOPDRESSING (5")	SY	1840	\$ 1.00	\$ 1,840.11
164 WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	SY	14286	\$ 1.76	\$ 25,143.36
164 WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	SY	1789	\$ 0.89	\$ 1,592.21
168 6002	FERTILIZER	TON	0.89	\$ 1,350.00	\$ 1,205.38
168 WC01	VEGETATIVE WATERING	MG	0.29	\$ 539.94	\$ 154.27
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	8	\$ 11,167.00	\$ 89,336.00
0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	7953	\$ 21.53	\$ 171,228.09
0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	7953	\$ 2.19	\$ 17,417.07
0506 6040	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	67	\$ 5.75	\$ 385.25
0506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	67	\$ 2.23	\$ 149.41
City of Georgetown Pay Items					
501S-24	Jacking or Boring, 24" Steel Pipe, ASTM A134	LF	100	\$ 625.00	\$ 62,500.00
501S-30	Jacking or Boring, 30" Steel Pipe, ASTM A134	LF	104	\$ 750.00	\$ 78,000.00
501S-42	Jacking or Boring, 42" Steel Pipe, ASTM A134	LF	744	\$ 1,050.00	\$ 781,200.00
CIP11.06-B	Trench Excavation Safety Protection System (All Depths)	LF	7674	\$ 3.00	\$ 23,022.00
W1.17.AR-4"	Pipe, 4" Dia, DI CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	11	\$ 75.00	\$ 825.00
W1.17.AR-6"	Pipe, 6" Dia, DI CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	393	\$ 90.00	\$ 35,370.00
W1.17.A-8"	Pipe, 8" Dia, DI CL-350, all depths, Complete in Place, Including Excavation and Backfill	LF	770	\$ 90.00	\$ 69,300.00
W1.17.AR-8"	Pipe, 8" Dia, DI CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	218	\$ 100.00	\$ 21,800.00
W1.17.AR-12"	Pipe, 12" Dia, DI CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	301	\$ 140.00	\$ 42,140.00
W1.17.AR-18"	Pipe, 18" Dia, DI CL-250 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	895	\$ 150.00	\$ 134,250.00
W1.17.AR-24"	Pipe, 24" Dia, DI CL-200 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	3667	\$ 210.00	\$ 770,070.00
W1.17.A-24"	Pipe, 24" Dia, DI CL-200, all depths, Complete in Place, Including Excavation and Backfill	LF	2367	\$ 200.00	\$ 473,400.00
W1.17.B-2"	Pipe, 2" Dia, HDPE DR9, Complete in Place, Including Excavation and Backfill	LF	80	\$ 45.00	\$ 3,600.00
W1.17.C	Ductile Iron Fittings (C-153 Weight Schedule)	TON	21.60	\$ 15,000.00	\$ 324,000.00
W1.17.D-4"x4"	Wet Connections, 4"x4"	EA	1	\$ 2,500.00	\$ 2,500.00
W1.17.D-6"x6"	Wet Connections, 6"x6"	EA	1	\$ 3,000.00	\$ 3,000.00
W1.17.D-12"x12"	Wet Connections, 12"x12"	EA	1	\$ 4,000.00	\$ 4,000.00
W1.17.D-18"x18"	Wet Connections, 18"x18"	EA	1	\$ 6,000.00	\$ 6,000.00
W1.17.D-24"x12"	Wet Connections, 24"x12"	EA	1	\$ 6,000.00	\$ 6,000.00
W1.17.D-24"x18"	Wet Connections, 24"x18"	EA	2	\$ 7,000.00	\$ 14,000.00
W1.17.D-24"x24"	Wet Connections, 24"x24"	EA	5	\$ 8,000.00	\$ 40,000.00
W1.17.E-18"x18"	Pressure Tap, 18"x18"	EA	1	\$ 10,000.00	\$ 10,000.00
W1.17.E-24"x6"	Pressure Tap, 24"x6"	EA	1	\$ 14,000.00	\$ 14,000.00
W1.17.E-24"x12"	Pressure Tap, 24"x12"	EA	1	\$ 24,000.00	\$ 24,000.00
W1.17.E-24"x18"	Pressure Tap, 24"x18"	EA	1	\$ 32,000.00	\$ 32,000.00
W1.17.F	Waterline Marker	EA	7	\$ 500.00	\$ 3,500.00
W3.21.A-2"	Valves, Gate 2" Dia.	EA	3	\$ 7,000.00	\$ 21,000.00
W3.21.A-8"	Valves, Gate 8" Dia.	EA	5	\$ 9,000.00	\$ 45,000.00
W3.21.A-12"	Valves, Gate 12" Dia.	EA	3	\$ 12,000.00	\$ 36,000.00
W3.21.A-18"	Valves, Gate 18" Dia.	EA	3	\$ 18,000.00	\$ 54,000.00
W3.21.A-24"	Valves, Gate 24" Dia.	EA	22	\$ 22,000.00	\$ 484,000.00
W3.21.B	Fire Hydrant Assembly, Including 6" Gate Valve and Fittings	EA	14	\$ 6,500.00	\$ 91,000.00
W3.21.C	Crash Post (bollards)	EA	2	\$ 500.00	\$ 1,000.00
W3.21.D-2"	2" Permanent Blow Off Assembly	EA	1	\$ 5,000.00	\$ 5,000.00
W3.21.E-4"	Combination Air Valve and Vault, 4"	EA	2	\$ 15,000.00	\$ 30,000.00
W4.05-24"	Encasement Pipe, 24" Dia., Steel	LF	106	\$ 280.00	\$ 29,680.00
W4.05-30"	Encasement Pipe, 30" Dia., Steel	LF	331	\$ 330.00	\$ 109,230.00
W4.05-42"	Encasement Pipe, 42" Dia., Steel	LF	250	\$ 460.00	\$ 115,000.00
SP.W3.21.A	Water Service Reconnection, including 2" Corporation Stop, Tap to Main, as well as removal of the existing components	EA	3	\$ 1,500.00	\$ 4,500.00
SP.W3.21.B	2" Water Meter Replacement, including 2" Corporation Stop, Fittings, Tap to Main, 2" Valve, 2" Meter, 2" Meter Box to replace the existing components, as well as removal of the existing components	EA	1	\$ 2,500.00	\$ 2,500.00
SP.W1.17.A-12"	Restrain Existing DI Pipe, 12" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	1	\$ 4,000.00	\$ 4,000.00
SP.W1.17.A-18"	Restrain Existing DI Pipe, 18" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	2	\$ 7,500.00	\$ 15,000.00
SP.W1.17.A-24"	Restrain Existing DI Pipe, 24" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	11	\$ 16,000.00	\$ 176,000.00
SP.W3.21.C	Fire Department Connection	EA	1	\$ 10,000.00	\$ 10,000.00
SP.W3.21.D	6" Double Check Detector Assembly with 5'x8" Concrete Vault	EA	1	\$ 12,000.00	\$ 12,000.00
SP.W3.21.E	Salvage Existing Valve	EA	12	\$ 1,000.00	\$ 12,000.00
SP.W3.21.F	Salvage Existing Fire Hydrant	EA	7	\$ 1,500.00	\$ 10,500.00
SP.W3.21.G	Remove Existing Vault, Assembly, Bollards	EA	1	\$ 4,000.00	\$ 4,000.00
				Subtotal Construction	\$ 4,644,233.73
				Contingency (5%)	\$ 232,211.69
				Mobilization (3%)	\$ 139,327.01
				Grand Total Construction	\$ 5,015,772.43

EXHIBIT C

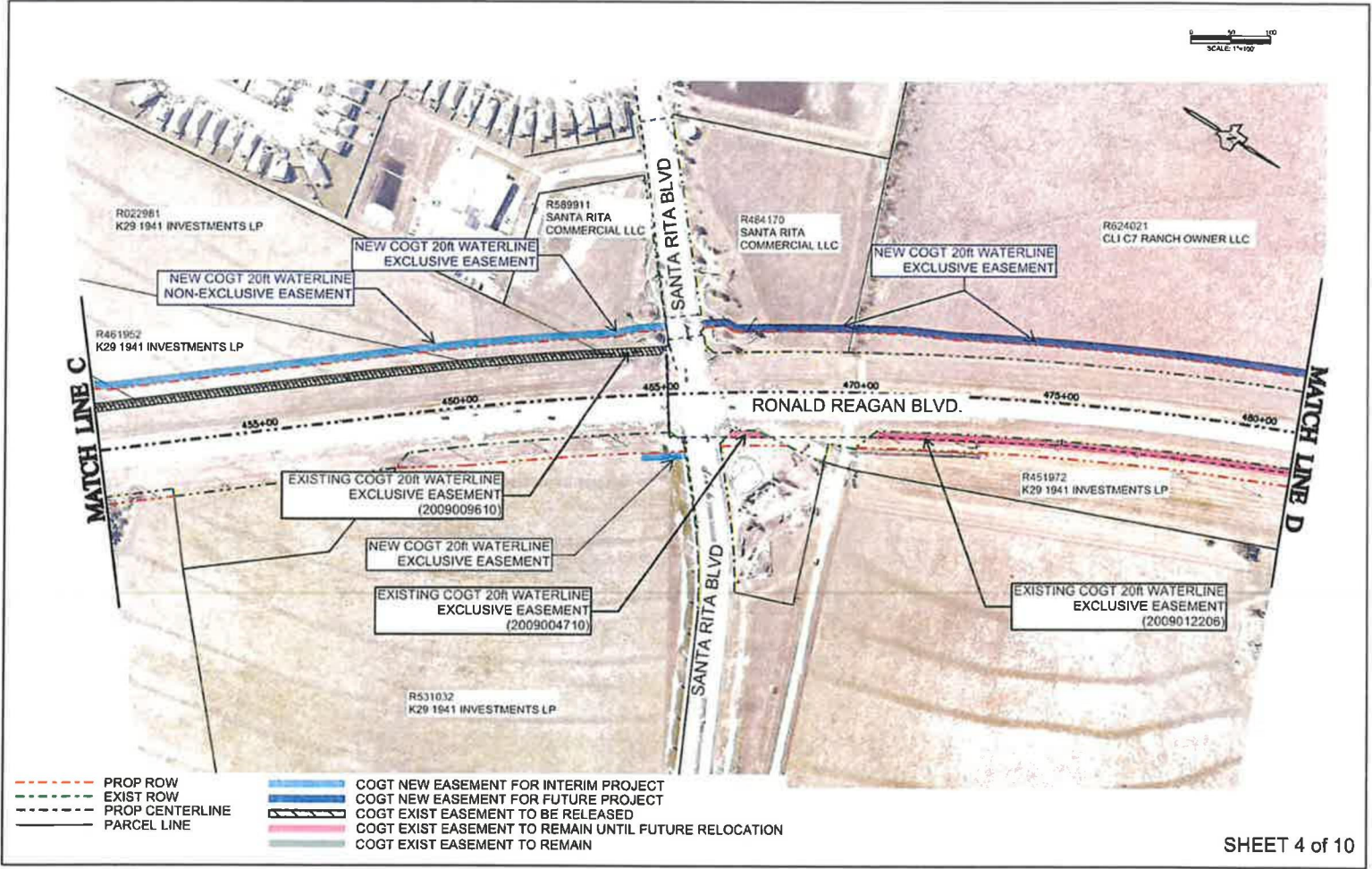
Replacement Easement Locations



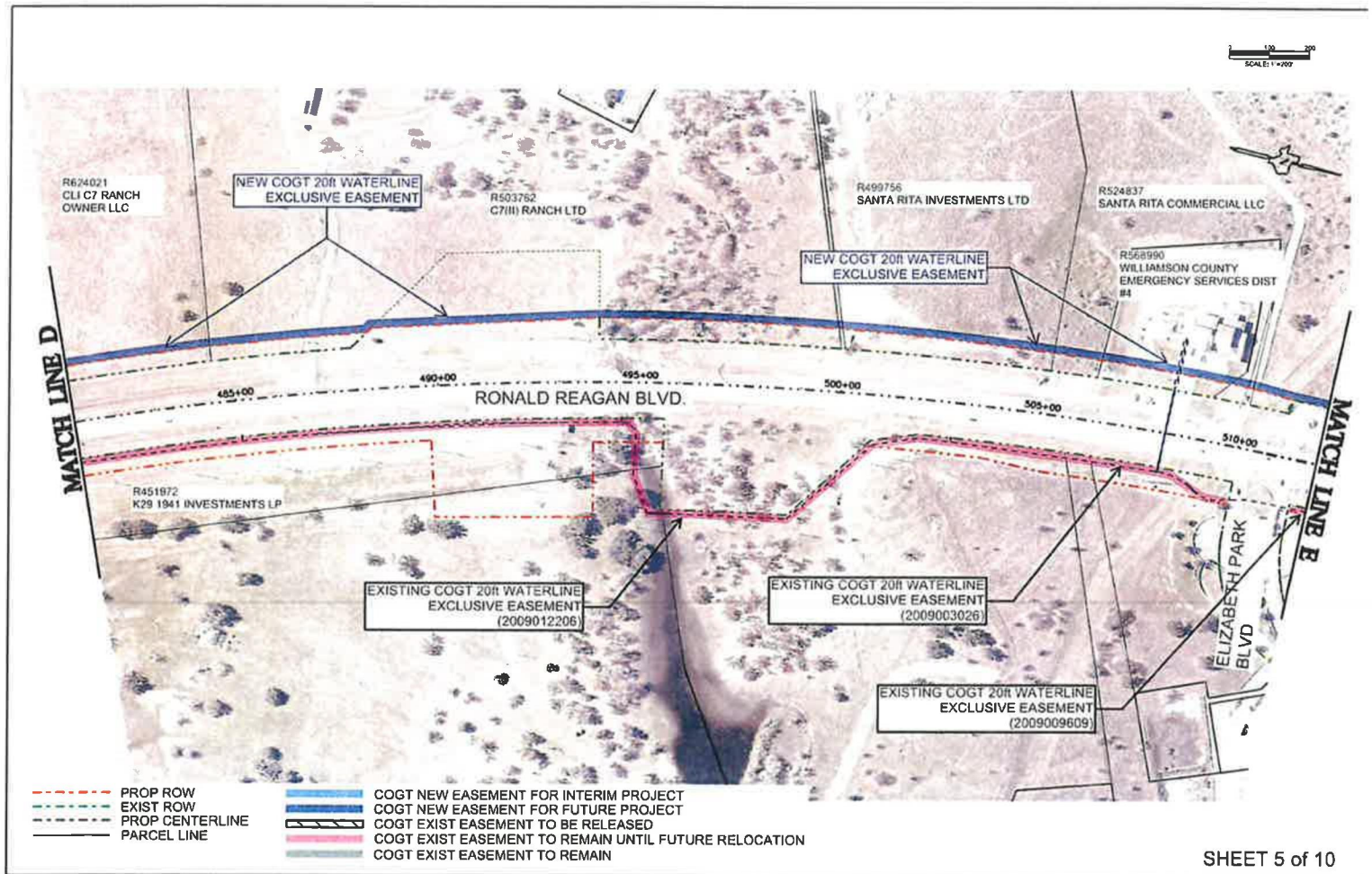




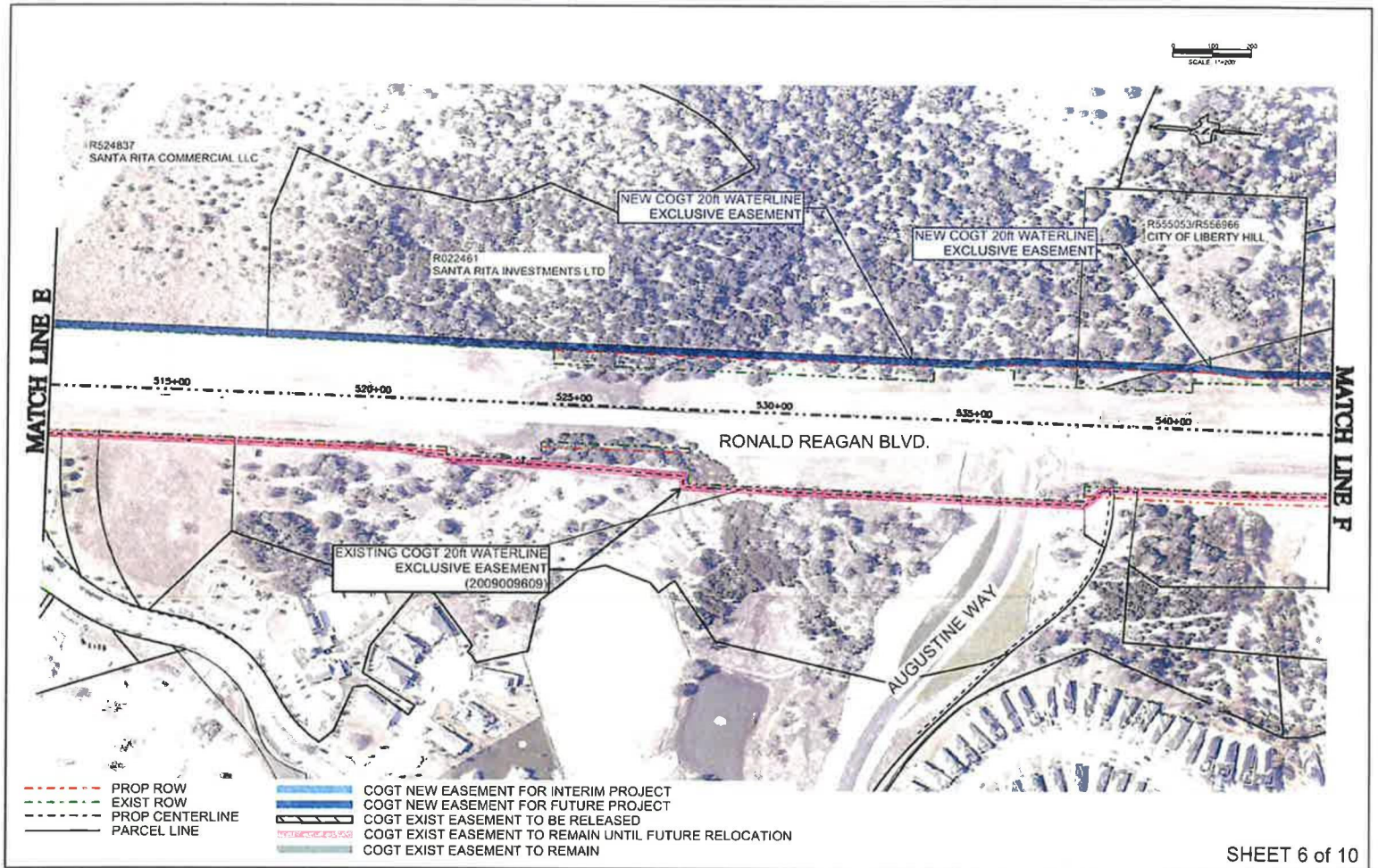
SHEET 3 of 10



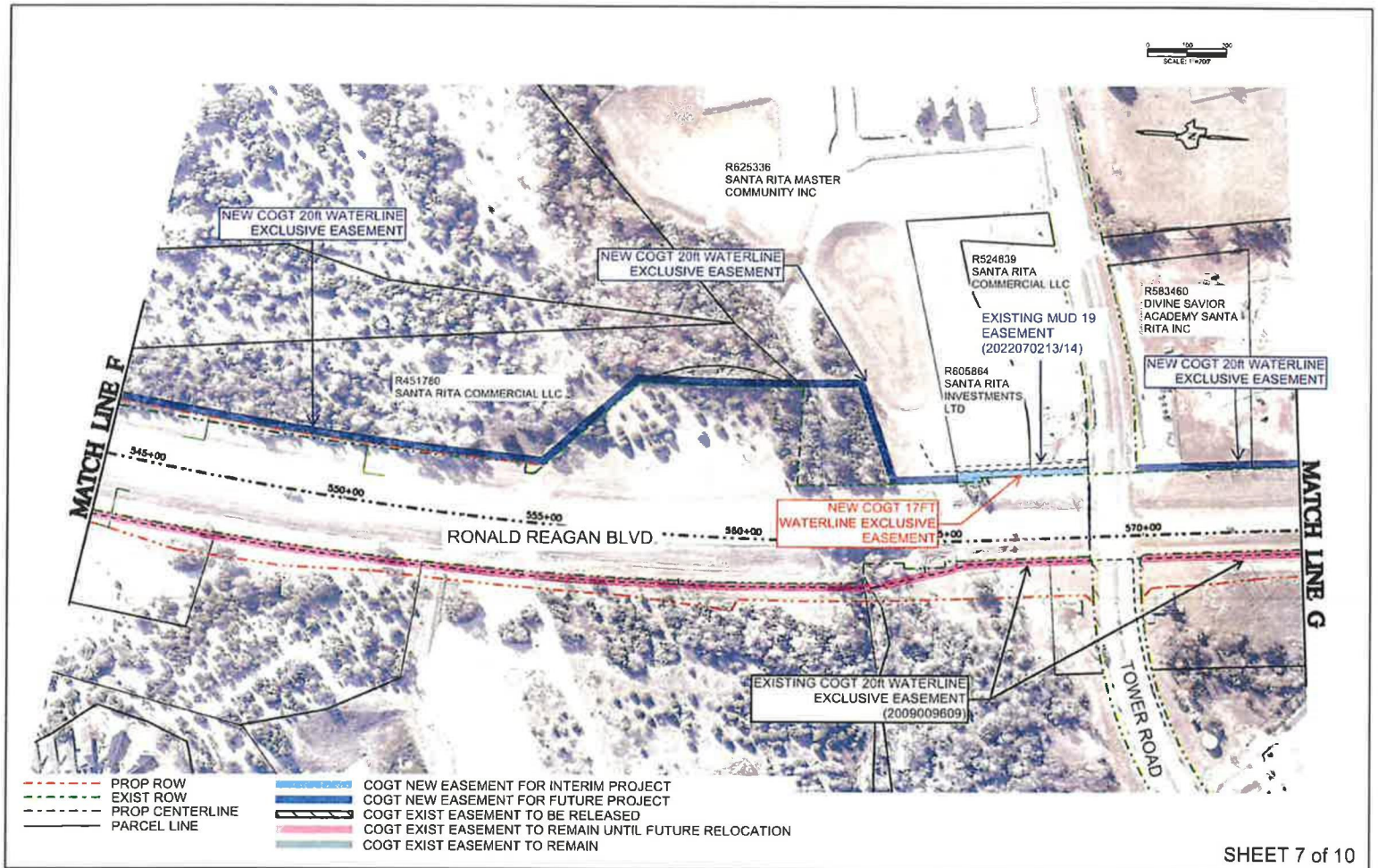
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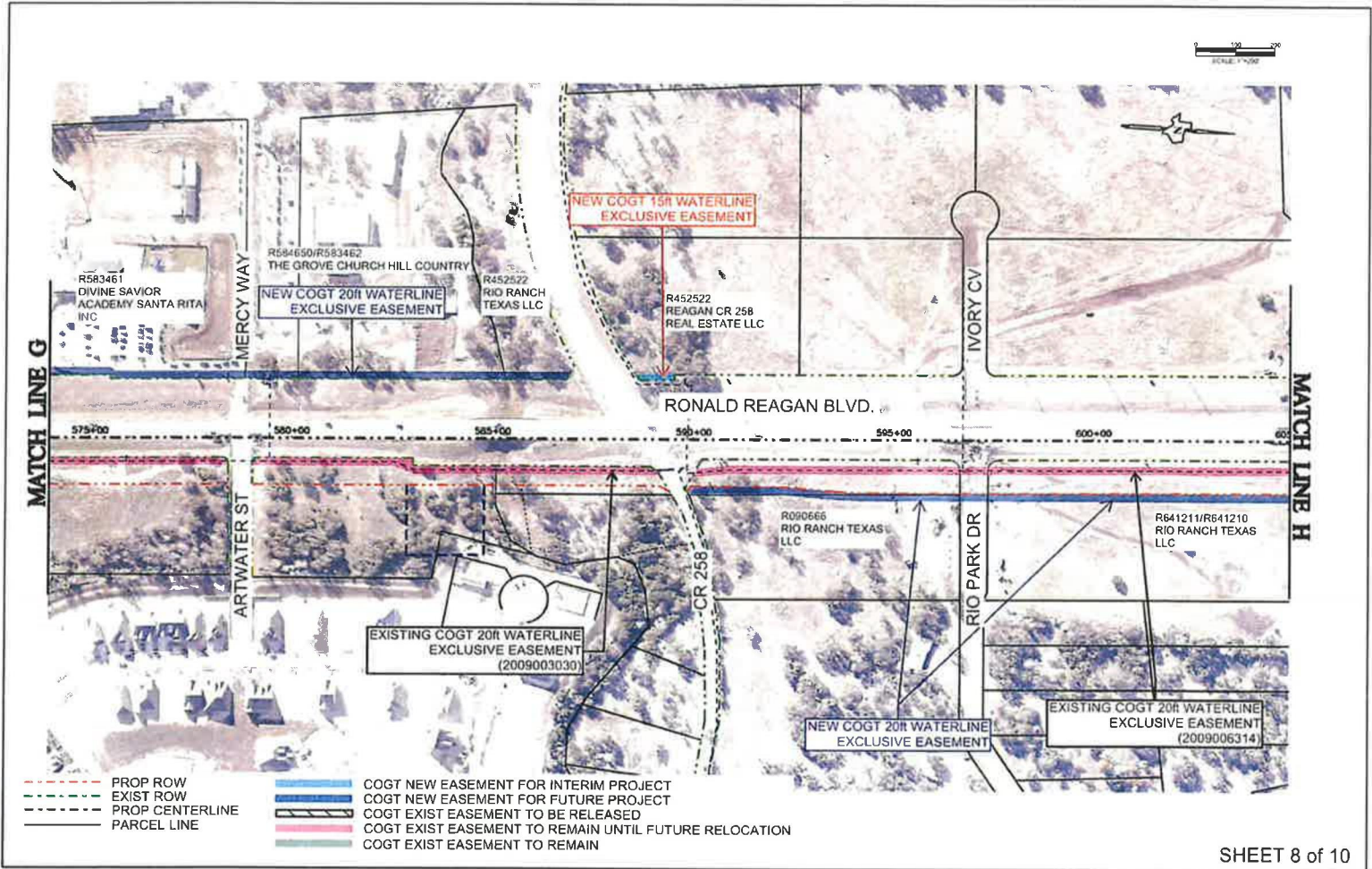


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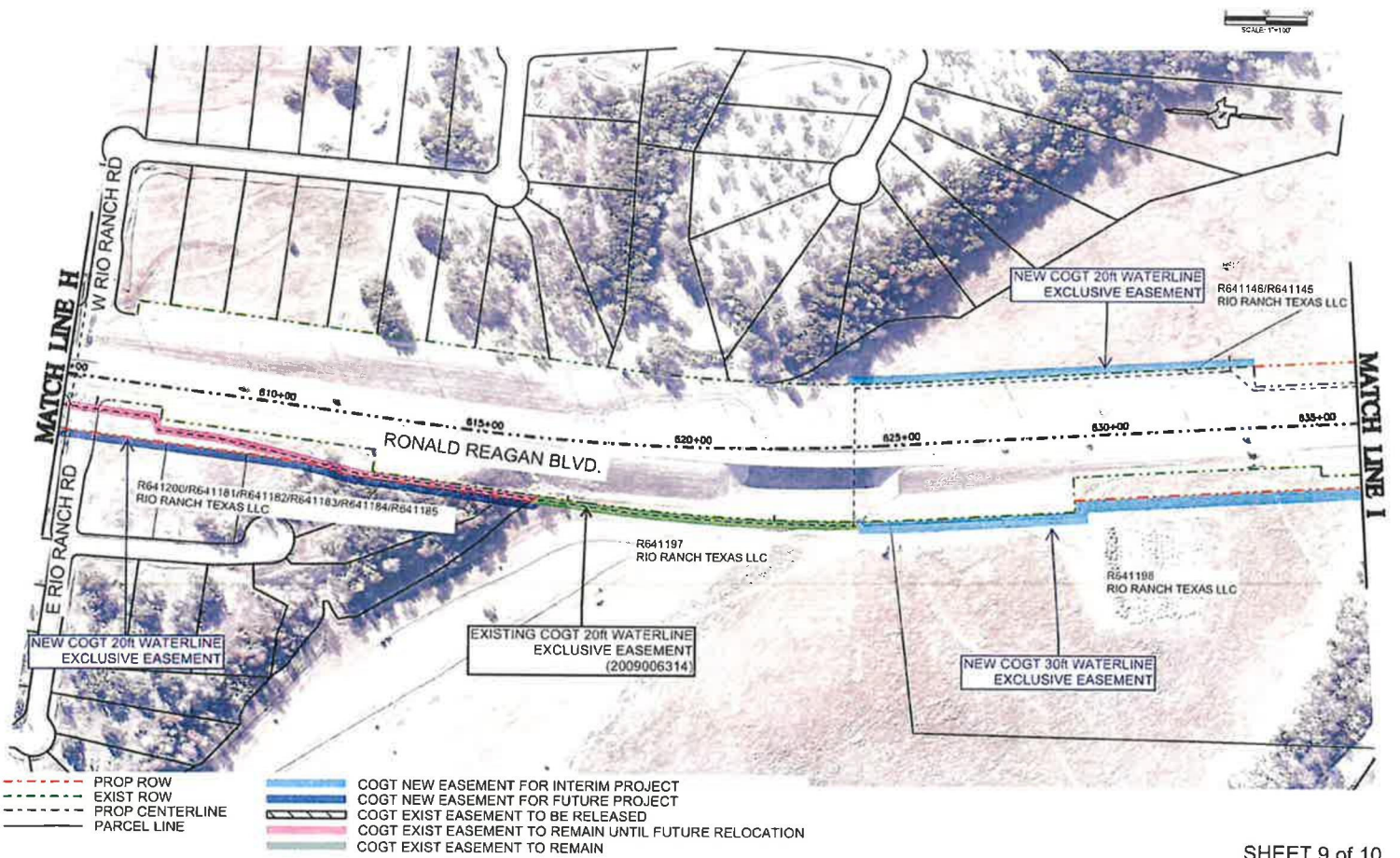


SHEET 6 of 10

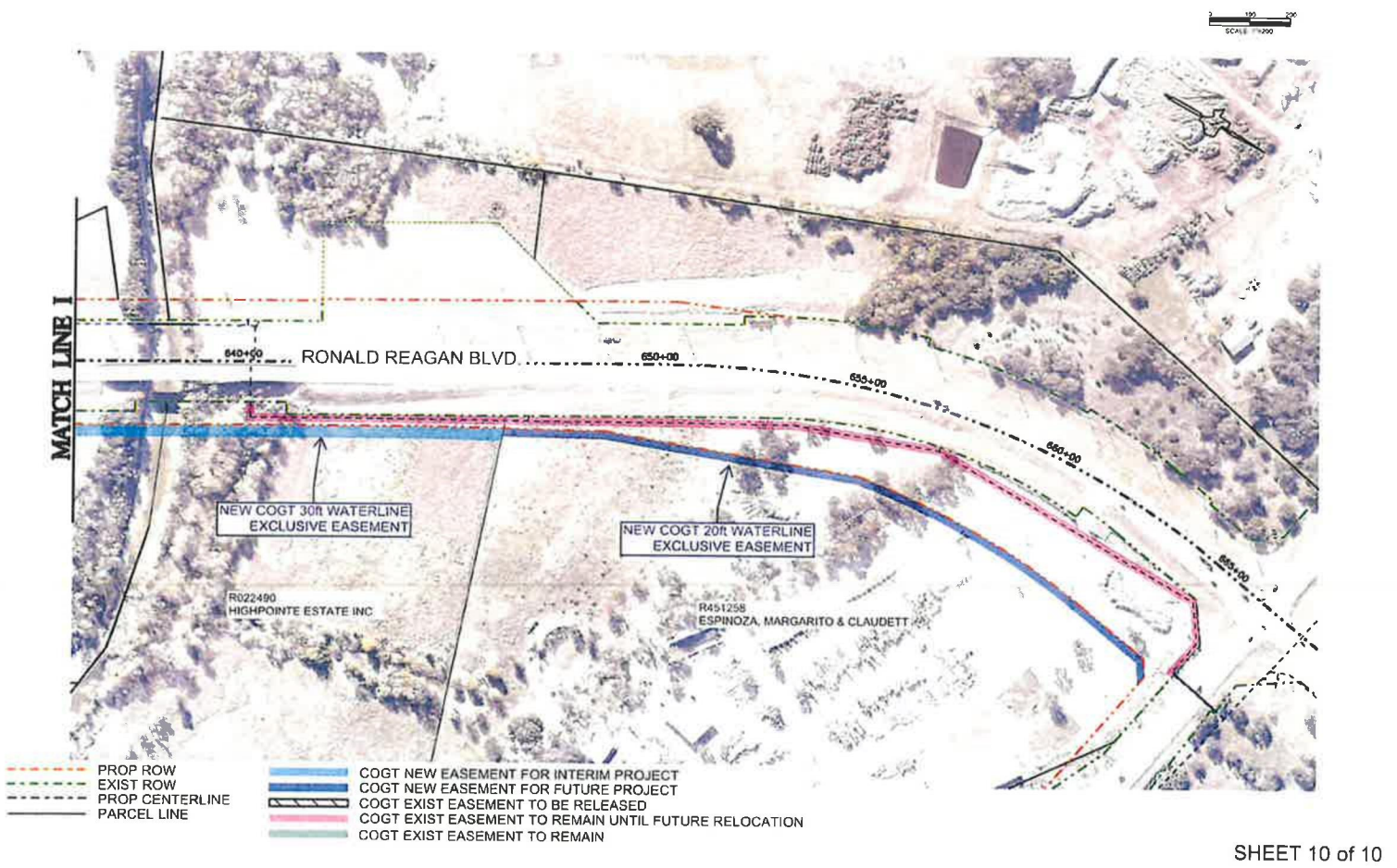




SHEET 8 of 10



SHEET 9 of 10



SHEET 10 of 10