

# EXHIBIT

## "A"

### INTERLOCAL AGREEMENT FOR COMPLETING DESIGN SERVICES AND CONSTRUCTION RELATED TO THE MAYS STREET/RABBIT HILL ROAD EXTENSION

**THIS INTERLOCAL AGREEMENT** for design services and construction ("Agreement") is entered into between the City of Georgetown, a Texas home-rule municipality ("Georgetown") and the City of Round Rock, a Texas home-rule municipality ("Round Rock"). In this Agreement, Georgetown and Round Rock are sometimes individually referred to as "Party" and collectively referred to as "the Parties."

**WHEREAS**, the proposed Mays Street/Rabbit Hill Road extension, located in Williamson County, will extend approximately 1.2 miles from Teravista Parkway to the existing intersection with Westinghouse Road at Rabbit Hill Road (the "Project"); and

**WHEREAS**, the proposed Mays Street/Rabbit Hill Road is included in the adopted City of Georgetown Overall Transportation Plan and will be designed and constructed as a Minor Arterial; and

**WHEREAS**, completion of the Project will provide an important parallel linkage to FM 1460/A. W. Grimes removing local trips from Intercity Arterial designed to alleviate congestion on IH-35; and

**WHEREAS**, Georgetown and Round Rock each contemplate construction of the Project located in their respective jurisdictions;

**WHEREAS**, in April 2014, the Parties agreed to develop 30% plans, specifications and estimates for the construction of improvements to that portion of Mays Street/Rabbit Hill Road located between Georgetown and Round Rock between Bass Pro Drive/Teravista Parkway and Westinghouse Road; and

**WHEREAS**, the Parties would like to complete design services and construction phase services for the Project; and

**WHEREAS**, this Agreement is for the mutual benefit of Georgetown and Round Rock because it provides for the final design, bidding and construction of all improvements for the Project with Georgetown and Round Rock paying their proportional share of the cost based upon the percentage of the Project located within their respective jurisdictions, as further shown in Exhibit A;

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

## **I. DESIGN SERVICES**

**1.01 General.** Georgetown will negotiate a Task Order with an engineering firm, mutually agreed upon by the Parties, to complete plans, specifications and estimates for improvements to the Project from the existing 30% design stage to Final Design/Construction Phase. Georgetown shall administer the Task Order and pay such fees. Round Rock shall be entitled to review the draft Task Order and engineer's related work product; and will be invited to all meetings between the engineer and City of Georgetown.

**1.02 Additional Services.** The Task Order shall not be amended without the written consent of Round Rock. Additional Services shall not be performed unless specifically authorized in writing by Round Rock. In the event Additional Services are authorized in writing by Round Rock, such Additional Services shall be billed in accordance with the rates included in the written authorization.

**1.03 Payment and Reimbursement of Charge for Design Services.** Georgetown will advance payment of the Charge for Design Services subject to reimbursement by Round Rock for its proportional share as shown on Exhibit A. Upon Georgetown's approval of each invoice for the Design Services, Georgetown will transmit a copy of the invoice to Round Rock. Round Rock agrees to pay Georgetown within ten (10) days after receipt of the invoice. Payments made by Round Rock pursuant to this Agreement shall be made from current revenues available to Round Rock. Round Rock may choose to pay the pre-construction estimate for 30% to Final Design, as provided in Exhibit A, in lump sum at any time during the life of this agreement and receive copies of all invoices paid from the City of Georgetown documenting the charge for the estimate.

## **II. CONSTRUCTION PHASE SERVICES**

**2.01 General.** Georgetown shall be responsible for Construction Phase Services for the Project, including bidding construction services and procuring construction administration services pursuant to State law. Round Rock shall review and sign construction bid documents prior to release for bid.

**2.02 Municipal Project Administration.** Georgetown shall provide municipal project administration. Georgetown staff shall provide equal inspection of project construction throughout the entire limits of the project and shall notify Round Rock of work on existing roadways and intersections within the corporate limits of Round Rock. All construction logs, construction material test results and inspection reports will be provided to the Round Rock when filed with Georgetown. Round Rock representatives shall have the right to access and inspect the Project during construction and Georgetown shall not interfere with such access or inspection.

**2.03 Payment and Reimbursement of Construction Phase Services.** Georgetown will advance payment of the Construction Phase Services subject to reimbursement by Round Rock of its proportional share. Upon Georgetown's approval of each invoice for the Services, Georgetown will transmit a copy of the invoice to Round Rock. Round Rock agrees to pay

Georgetown within thirty (30) days after receipt of the invoice. Payments made by Round Rock pursuant to this Agreement shall be made from current revenues available to Round Rock. Round Rock may choose to pay the pre-construction estimate for Construction Admin and Construction, as provided in Exhibit A, in lump sum at any time during the life of this agreement and receive copies of all invoices paid from the City of Georgetown documenting the charge for the estimate.

**2.04 Time and Completion of the Project.** Georgetown and Round Rock agree to provide review and comments on the Construction Plans to meet the following general schedule described in Exhibit B. 90% Plans reviewed and TCEQ submittal shall be completed by January 31, 2016. Notice to Bidders and Bid Opening shall be completed by March 31, 2016 or within 60 (sixty) days after Georgetown acquires also necessary right of way, whichever is later. Construction shall be accomplished in approximately 250 work days.

### **III. GENERAL PROVISIONS**

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

**3.02 Term.** This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project and acceptance of the public improvements by Georgetown and Round Rock within their respective jurisdictions.

**3.03 Default and Remedies.** If Round Rock fails to pay for Services under this Agreement, and continues such failure for thirty (30) days after Georgetown provides written notice to cure, Round Rock shall be deemed to be in default under this Agreement. In the event that Round Rock defaults under this Agreement, and such default is not cured provided in this Agreement, Georgetown may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

**3.04 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.

**3.05 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.

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

**3.07 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.

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

**3.09 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.

**3.10 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.

**3.11 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.

**3.12 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.

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

**3.14 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.

**3.15 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: Ed Polasek  
Telephone: (512) 930-2544  
Facsimile: (512) 930-3559  
Email: [ed.polasek@georgetown.org](mailto:ed.polasek@georgetown.org)

**ROUND ROCK:** 2008 Enterprise Drive, Round Rock, Texas 78664  
Attn: Gary Hudder  
Telephone: (512) 671-2887  
Facsimile: (512) 218-5563  
Email: [ghudder@roundrocktexas.gov](mailto:ghudder@roundrocktexas.gov)

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

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

Exhibit A – Design Work, Bid Phase Services and Construction Phase Services  
Exhibit B – Mays Street Extension Project Development Schedule

**3.17 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.

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

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

**CITY OF GEORGETOWN, TEXAS**

By: \_\_\_\_\_  
Dale Ross, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Shelly Nowling, City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Charlie McNabb, City Attorney

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON    §

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016, by Dale Ross as Mayor of the City of Georgetown, a Texas \_\_\_\_\_ home-rule city, on behalf of said city.

\_\_\_\_\_  
Notary Public, State of Texas

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Alan McGraw, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON    §

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016, by Alan McGraw, Mayor of the City of Round Rock, a Texas home-rule city, on behalf of said city.

\_\_\_\_\_  
Notary Public, State of Texas

## Exhibit A

### **DESIGN WORK, BID PHASE SERVICES AND CONSTRUCTION PHASE SERVICES RELATED TO THE MAYS STREET/RABBIT HILL ROAD CONNECTION**

Activity	Total Cost	RR	GT
Pre Construction- (0% to 30%)	\$ 196,000	<i>Previous Interlocal</i>	
Pre Construction- (30% to Final Design)	\$ 508,330	\$ 149,691	\$ 358,639
Right of Way	\$ 250,000		\$ 250,000
Construction Admin	\$ 270,600	\$ 74,415	\$ 196,185
Construction	\$ 9,750,000	\$ 2,681,250	\$ 7,068,750
TOTAL	\$ 10,974,930	\$ 2,905,356	\$ 7,873,574

*Total project Length 6,150'; 1,690 (27.5%) in RR; 4,460' (72.5%) in GT*