

EXHIBIT

"A"

AGREEMENT WITH CITY OF ROUND ROCK, TEXAS AND WILLIAMSON COUNTY REGARDING IMPROVEMENTS TO SEWER LINE 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, the Brushy Creek Regional Waste Water System ("BCRWWS") was created by the cities of Round Rock, Leander, Cedar Park and Austin to design, construct and operate a regional wastewater treatment system to provide the cities with wastewater treatment; and

WHEREAS, a BCRWWS 54" sanitary sewer pipeline (the "Pipeline") is currently located within the right-of-way of Hairy Man Road in Williamson County, Texas; and

WHEREAS, County is currently designing improvements to Hairy Man Road and the Great Oaks Bridge at Brushy Creek (the "County Project"); and

WHEREAS, the parties desire to incorporate into the design of the Project the design and construction to adjust approximately 25 manholes, 3 manhole vents and one cast-in-place manhole as part of the Pipeline (the "Adjustment Project"); and

WHEREAS, after the design of the Adjustment Project is approved, the County will incorporate the Adjustment Project as a separate bid item in the County Project; and

WHEREAS, prior to contract award, the City will remit the bid amount for the Adjustment Project to the County.

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

- 1. Adjustment Project.** This Agreement addresses the adjustment of approximately 25 manholes, 3 manhole vents and one cast-in-place manhole which are currently located within the right-of-way of Brushy Creek Road and the Great Oaks Bridge at Brushy Creek. The approximate location of the adjustment project is attached hereto as Exhibit "A".
- 2. Adjustment Project Design.** The engineering firm of CobbFendley has been contracted to design the Adjustment Project and the City will be responsible for all CobbFendley payments. The CobbFendley Proposed Scope of Services is attached hereto as Exhibit "B".

3. Construction. After approval of the contract design by the City, the County will construct the Adjustment Project in conjunction with the County Project and in conformity with the CobbFendley Proposed Scope of Services for the Adjustment Project. The City will conduct inspections of the Adjustment Project during construction and after acceptance of the Adjustment Project, the City will resume responsibility for operation and maintenance of the Pipeline.

4. Payment and Costs.

a. The initial cost estimate for construction of the Adjustment Project is expected to be approximately \$121,875 (the “Construction Costs”). The Preliminary Opinion of Probable Construction Costs is attached hereto as Exhibit “C”. Prior to contract award, City agrees to pay County the Construction Costs.

b. Any changes to the routing or design of any segment or phase of the Adjustment Project after County’s acceptance may affect costs. City agrees to bear any additional costs resulting from any changes by City to the routing or design to accommodate City’s system improvements or to provide supplemental benefits to City, if approved in advance, in writing, by the City.

5. Communication. City and County agree to hold periodic project status information meetings. County’s official point of contact for the Adjustment Project 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.

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

7. Compliance with Laws.

a. During the term of the Agreement, the parties will perform in compliance, conformance, and accordance with all applicable laws, rules, and regulations of the United States, and of any state or political subdivision thereof.

b. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

8. 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 Adjustment 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 ADJUSTMENT 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.

9. 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.

10. 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.

11. 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.

12. Counterparts. This Agreement may be executed in any number of counterparts, and it will not be necessary.

Executed to be effective this ____ day of _____, 2019 (the "Effective Date").

(SIGNATURES ON FOLLOWING PAGES)

WILLIAMSON COUNTY

By: _____

William Gravell, Jr., County Judge

Date: _____

Attest:

Nancy Rister, County Clerk

ROUND ROCK, TEXAS

By: _____

Craig Morgan, Mayor

Date: _____

Attest:

Sara White, City Clerk

INDEX OF SHEETS

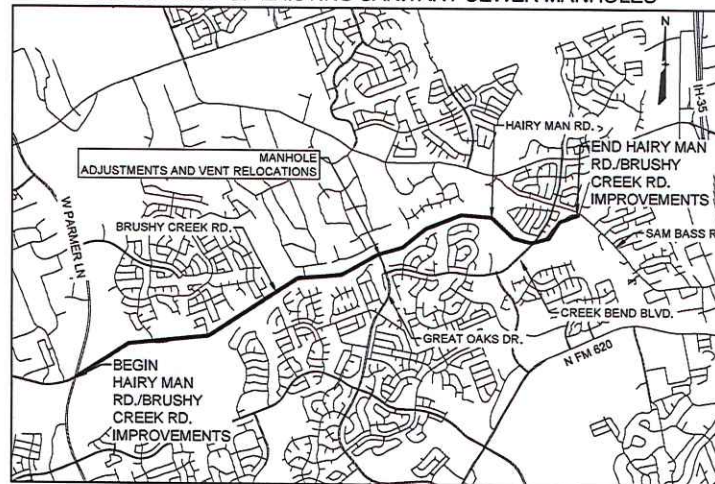
C-001	TITLE SHEET
C-002	GENERAL NOTES
C-100	KEYMAP
C-101	PROPOSED VENT RELOCATION
C-102	PROPOSED WASTEWATER MANHOLE ADJUSTMENTS
C-501	STANDARD DETAILS- SHEET 1
C-502	STANDARD DETAILS- SHEET 2



WILLIAMSON COUNTY GREAT OAKS AT BRUSHY CREEK WW MANHOLE ADJUSTMENTS

TOTAL NUMBER OF WASTEWATER MANHOLE ADJUSTMENTS : 3
TOTAL NUMBER OF VENT PIPE RELOCATIONS : 1
PROJECT LIMITS: HAIRY MAN ROAD STA 195+00 TO 206+00

ADJUSTMENT OF EXISTING SANITARY SEWER MANHOLES



VICINITY MAP
(NOT TO SCALE)

REV. NO.	REVISION DESCRIPTION	(CORRECT, ADD, VOID SHEET NUMBERS)	APPRD BY	DATE

OWNER INFORMATION

OWNER:
CITY OF ROUND ROCK, TEXAS
2008 ENTERPRISE DRIVE
ROUND ROCK, TEXAS 78664

CONTACT:
JEFF BELL
SENIOR PROJECT MANAGER
512-218-7076

DESIGNER:
COBB FENDLEY
505 E. HUNT LAND DR. SUITE 100
AUSTIN, TEXAS 78752

CONTACT:
STANLEY FEES, P.E.
512-834-9798

**90% SUBMITTAL
NOT FOR
CONSTRUCTION**

SUBMITTED FOR REVIEW:

INTERIM REVIEW
Not intended for construction, bidding or permit purposes.
Engineer: STANLEY FEES
P.E. Serial No. 83304
Date: APR 24, 2019

STANLEY FEES, P.E.
COBB FENDLEY, INC.

DATE

APPROVALS:

CITY OF ROUND ROCK, TEXAS

DATE

Exhibit A
CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNT LAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.7277
WWW.COBBFENDLEY.COM



Proposed Scope of Services
Great Oaks-Brushy Creek Wastewater Manhole Adjustments

CobbFendley will provide design, bid, and construction phase services for the major and minor manhole adjustments for 23 manholes along Great Oaks and Brushy Creek in Williamson County. This project is assumed to follow the same timeline as the Hairy Man Rd Wastewater Line Relocation project, but this project requires extra coordination with the City of Austin Water Utility (AWU) department, so these meetings and efforts are included in this proposal. Below is a detailed scope of services.

I. Design Phase

During the Design Phase, CobbFendley will prepare plans and compile specifications for the construction of the utility adjustments. This assumes that traffic controls and erosion controls will be included in the roadway set of plans for Great Oaks at Brushy Creek. If either are required at a later date, this will result in a change of scope.

A. Plans. The design phase assumes a 30% schematic layout, 90% design plans, and 100% final submittal to the Brushy Creek Stakeholders.

- a. 30% Deliverable. An 11x17 exhibit with aerial background and location map of proposed manhole adjustments will be provided to Brushy Creek stakeholders. This assumes the deliverable will be sent to Williamson County and the City of Round Rock electronically for review and that no meetings will be necessary. This assumes the plans will be distributed to the appropriate review entities for their input, except for AWU, which CobbFendley will handle.
 - i. Date gathering. Obtain plans and electronic files for roadway and topographical information. This proposal assumes that the survey information will be provided by Williamson County with flowlines of manhole inverts.
 - ii. AWU Meeting. CobbFendley will coordinate a meeting with the AWU staff to submit the plans and hold a meeting to go over the concept and invite comments from the AWU staff.
- b. 90% Deliverable. CobbFendley will prepare design plans for submittal to the Brushy Creek stakeholders at 90% completion, incorporating the 30% comments. We anticipate the following sheets to be included in our design set.
 - i. General Notes. Assemble a set of general notes using City of Round Rock and TCEQ standards. (1 Sheet)
 - ii. Overall Layout Sheet (1 Sheet). Prepare an overall reference sheet to scale
 - iii. Plan View Manhole Adjustments (4 Sheets). Prepare plan view manhole adjustment sheets for the proposed wastewater line manholes as identified in the attached layout sheets.
 - iv. Detail Sheets. Prepare detail sheets showing standard construction details and special, project-specific details. Assumes 2 sheets.
- c. 100% Deliverable. CobbFendley will prepare design plans for submittal to City of Round Rock at 100% completion, incorporating the 90% comments. This is assumed to be the final submittal for this project scope. We anticipate the following sheets to be included in our design set.
 - i. General Notes. Assemble a set of general notes using City of Round Rock and TCEQ standards. (1 Sheet)
 - ii. Overall Layout Sheet (1 Sheet). Prepare an overall reference sheet to scale
 - iii. Plan View Manhole Adjustments (4 Sheets). Prepare plan view manhole adjustment sheets for the proposed wastewater line manholes as identified in the attached layout sheets.
 - iv. Detail Sheets. Prepare detail sheets showing standard construction details and special, project-specific details. Assumes 2 sheets.

Note: Erosion and Sedimentation Controls and Traffic Controls are assumed to be included in the Roadway PS&E and are not included in this estimate.

- B. Specifications. CobbFendley will assemble standard technical specifications to be included in the roadway contract documents. A full set of utility specifications required will be provided with the 100% submittal for the wastewater manhole adjustments. City of Round Rock standard technical specifications will be used for this project. This proposal assumes that front end/contract documents will be prepared by others.
- C. Quantity Take-Off. CobbFendley will perform a quantity take off and prepare a bid form. A quantity take-off will be performed at the 100% submittal. Bid items to be included in the bid form will be prepared by the roadway consultant.

- D. Cost Estimate. CobbFendley will prepare an opinion of probable construction cost for the 100% (+/- 5%) submittal. Cost estimate will not be provided at 30%.
- E. QA/QC. CobbFendley will perform internal quality control reviews on the plans and specifications prior to each submittal to Brushy Creek.
- F. Prepare 2 submittal packages. CobbFendley will assemble plans and specifications and submit to Brushy Creek and AWU for review. This proposal assumes there will be a 30% Schematic Plan set as discussed above, 90% progress set, and 100% Final Bid Set submittal. We will provide three (3) sets of 11"x17" size plans and specifications and electronic package for each submittal.
- G. Respond to comments. CobbFendley will review comments provided by City of Round Rock and Brushy Creek and prepare a written response to the comments for inclusion with the subsequent submittal.
- H. Meetings with AWU (2). This proposal coordination for the project and two (2) submittals to the AWU for their approval. If the correspondence, meetings, and revisions required by the AWU exceeds these listed in this scope of services, then additional services will be required.
- I. Approvals. Coordinate with City of Round Rock Engineering Department, Brushy Creek stakeholders, and AWU to obtain required approvals for construction. This proposal assumes that permits, not associated with the manholes identified in this scope of services, will be obtained by others.

Design Engineering Phase services will be performed for a fee of \$35,294.00 plus approximately \$533.00 in expenses. This assumes that no TCEQ permitting will be required for the Manhole adjustments or manhole with CIP base installed on the existing line. The submittals to City of Austin are assumed to be three submittals: 30%, 90%, and 100%. If additional comments are generated after the 100%, additional services will be required.

II. Bid Phase

CobbFendley will assist in the bidding of the project. This proposal assumes that the utility relocation bid items will be included in the roadway project bid and CobbFendley will provide assistance as related to wastewater relocations only. This proposal also assumes that the Owner will engage a bidding assistance center for the distribution and management of plans during bid phase. Distribution of plans and maintenance of a plan holders list is not included in this proposal. Below is a detailed scope of services for bid phase:

- ~~A. Attend pre-bid conference. Meeting agenda and minutes prepared by others.~~
- B. Respond to contractor's questions during bidding process.
- C. Prepare addenda (assume 1) to address contractor questions. Distribution by others.
- D. Review bid tabs.
- E. ~~Review contractor recommendation.~~ It is assumed the contractor will be selected by the prime engineer and County Bond Manager.

Bid Phase services will be performed for a fee of \$1,550 plus approximately \$15.00 in expenses.

III. Construction Phase

CobbFendley will provide limited construction administration and observation assistance to the project and Brushy Creek. This proposal does not include inspection services. This proposal assumes construction duration of two (2) months. All scopes of services in this proposal are related to wastewater utility relocations only. Below is a detailed scope of services for construction phase:

- A. Attend preconstruction meeting.
- B. Attend one (1) meetings when utility adjustments are in process.
- C. Attend periodic site visits. Assume one (1) site visit (not coincident with progress meetings).
- D. Review project submittals/shop drawings. CobbFendley will review each submittal up to two (2) times. If the Contractor requires a third submittal, it will be reviewed as an additional service and at the Contractor's expense, as will be written in the contract documents. This proposal assumes 12 submittals.
- E. Respond to Requests for Information (RFI). CobbFendley will coordinate with City of Round Rock, Brushy Creek, and the Contractor on RFIs and respond with clarifications as needed. This proposal assumes one (1) RFI.
- F. ~~Change Orders. CobbFendley will assist City of Round Rock in negotiation and preparation of change order documents, should they be necessary. This proposal assumes one (1) change order.~~

- G. Final Walk Through and Punch List. CobbFendley will attend the final walk through and coordinate with the assigned project inspector on the punch list items.
- H. Project Close Out. CobbFendley will assist City of Round Rock and Brushy Creek on closing out the contract, reviewing final pay application and affidavits, and preparing a Concurrence Letter.
- I. Record Drawings. CobbFendley will prepare a set of record drawings based on Contractor's redlines in the field.

The following items are not included in construction phase services:

- A. Review of pay estimates.
- B. Review of change orders.
- C. Additional construction phase services periodic site visits are limited to one (1). If additional visits are required, then this will result in additional services.
- D. This Construction Phase Services assumes that one project inspector amongst the stakeholders will be assigned and there will not be coordination amongst the various stakeholders during construction. This assumes that the City of Austin coordination during construction will not be required.

Construction Phase services will be performed for a fee of \$5,828.00 plus approximately \$323.00 in expenses.

Great Oaks-Brushy Creek
Wastewater Manhole Adjustments

Task	Labor	Expense	Total Fee
Design	\$35,294.00	\$533.00	\$35,827.00
Bid	\$1,550.00	\$15.00	\$1,565.00
Construction	\$5,828.00	\$323.00	\$6,151.00
Total	\$42,672.00	\$871.00	\$43,543.00

Contract No: _____

Great Oaks - Brushy Creek
Wastewater Manhole AdjustmentsWork Authorization No.
Supplemental No.

Task	Hours						Expenses			Total Hours	Total Budget
	\$235.00 per hour Senior Engineer	\$180.00 per hour Proj Engr III	\$125.00 per hour Proj Engr I	\$135.00 per hour Senior Technician	\$110.00 per hour Technician II	\$72.00 per hour Clerical	\$0.550 per mile Mileage	\$12,000 per each Delivery	\$0.150 per sheet Copies		
Design Phase											
A. Plans										0	\$0.00
a. 30% Deliverable							200			0	\$0.00
i. Data Gathering		4	24							28	\$3,640.00
ii. AWU Meeting		4	4						100	8	\$1,140.00
b. 90% Deliverable										0	\$0.00
i. General Notes (1 sheet)		2	2							4	\$570.00
ii. Overall Layout Sheet (1 sheet)		2	8							10	\$1,320.00
iii. Plan View MH Adjustment Sheets (4)		4	40							44	\$5,640.00
iv. Detail Sheets (2 sheets)		4	12							16	\$2,140.00
c. 100% Deliverable											\$0.00
i. General Notes (1 sheet)		2	4							6	\$820.00
ii. Overall Layout Sheet (1 sheet)		2	8								\$1,320.00
iii. Plan View MH Adjustment Sheets (4)		4	24							28	\$3,640.00
iv. Detail Sheets (2 sheets)		2	6							8	\$1,070.00
B. Specifications		2	4							6	\$820.00
C. Quantity Take-Off/Bid Form		2	4							6	\$820.00
D. Cost Estimate		2	4							6	\$820.00
E. QA/QC	6									6	\$1,410.00
F. Submittal Packages (2)		8	12					4	2000	20	\$2,780.00
G. Respond to Comments		4	16							20	\$2,640.00
H. Meetings with City of Austin Water Utility (2)		4	4						200	8	\$1,140.00
I. Approvals		12	12			2			200	26	\$3,564.00
Hour Sub Total	6	64	188	0	0	2	200	4	2500	260	
Subtotal Labor Costs	\$1,410.00	\$10,240.00	\$23,500.00	\$0.00	\$0.00	\$144.00	\$110.00	\$48.00	\$375.00		\$35,294.00
Subtotal Expense Costs											\$533.00
Bid Phase											
A. Pre-bid conference										0	\$0.00
B. Respond to contractors' questions		2	2							4	\$570.00
C. Prepare addenda (1)		2	2						100	4	\$570.00
E. Review bid tabs		1	2							3	\$410.00
F. Review Recommendation of Award										0	\$0.00
Hour Sub Total	0	5	6	0	0	0	0	0	100	11	
Subtotal Labor Costs	\$0.00	\$800.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00		\$1,550.00
Subtotal Expense Costs											\$15.00

Contract No: _____

Great Oaks - Brushy Creek
Wastewater Manhole AdjustmentsWork Authorization No.
Supplemental No.

Task	Hours						Expenses		Total Hours	Total Budget	
	\$235.00 per hour	\$160.00 per hour	\$125.00 per hour	\$135.00 per hour	\$110.00 per hour	\$72.00 per hour	\$0.550 per mile	\$12.000 per each			\$0.150 per sheet
	Senior Engineer	Proj Engr III	Proj Engr I	Senior Technician	Technician II	Clerical	Mileage	Delivery			Copies
Construction Phase											
A. Attend preconstruction meeting		2					70				\$320.00
B. Attend progress meetings (1)		2					140				\$320.00
C. Attend site visits (1)		2									\$320.00
D. Review submittals (10)		6	10			4		4			\$2,498.00
E. Respond to RFIs (1)		2	2					4	40		\$570.00
F. Change orders (0)								2	100		\$0.00
G. Final walk-through		2					70				\$320.00
H. Project close-out		2									\$320.00
I. Record drawings		1	8					1	3		\$1,160.00
Hour Sub Total	0	19	20	0	0	4	280	11	143	0	
Subtotal Labor Costs	\$0.00	\$3,040.00	\$3,200.00	\$0.00	\$0.00	\$288.00	\$154.00	\$132.00	\$21.45	\$0.00	\$5,828.00
Subtotal Expense Costs											\$323.00

Task	Labor	Expense	Total Fee
Design	\$35,294.00	\$533.00	\$35,827.00
Bid	\$1,550.00	\$15.00	\$1,565.00
Construction	\$5,828.00	\$323.00	\$6,151.00
Total	\$42,672.00	\$871.00	\$43,543.00

Williamson County
Great Oaks/Brushy Creek - WWMH Adjustments
Preliminary Opinion of Probable Cost
October 29, 2018

Item	Description	Quantity	Unit	Unit Cost	Total Cost
506-WW	Major Manhole Adjustment, All Dia., Complete in Place	5	EA	\$ 3,000.00	\$ 15,000.00
506-WW	Minor Manhole Adjustment, All Dia., Complete in Place	18	EA	\$ 2,000.00	\$ 36,000.00
506-WW	Standard Precast Manhole w/CIP Base, 6' Dia.	1	EA	\$ 8,000.00	\$ 8,000.00
510-WW	Connection to Existing Wastewater Line	2	EA	\$ 2,000.00	\$ 4,000.00
SP.506-WW	Interior Sealant, 4' Dia. Exist. Manhole	345	LVF	\$ 100.00	\$ 34,500.00
Subtotal					\$ 97,500.00
Contingency (25%)					\$ 24,375.00
Grand Total					\$ 121,875.00

