

Item 20



Travis County Commissioners Court Agenda Request

Meeting Date: May 14, 2013

Prepared By/Phone Number: J. Lee Perry/49724; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and take appropriate action on an Interlocal Cooperation Agreement between Travis County and the Lake Travis Independent School District for Traffic Signal and Utility Facilities.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- Lake Travis Independent School District (LTISD) is currently designing a new school facility on Bee Creek Road, which they plan to open in 2014. The LTISD needs to have water service extended to their site and they anticipate the need of a traffic signal at one of the future schools driveways. The waterline and signal will be located in County right-of-way.
- The design and construction cost of the waterline will be paid by LTISD. The maintenance will become the responsibility of Lazy 9 Municipal Utility District, through an agreement they have with LTISD. The proposed Interlocal agreement specifies that Travis County will construct the waterline utilizing plans and specifications provided by the MUD (through the LTISD).
- The LTISD's engineer will complete a warrant study and subsequently design the traffic signal if necessary. LTISD will pay for the study, design and construction of the traffic signal.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, agenda@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

➤ **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: N/A

Contract Type: Interlocal

Contract Period: Through project completion

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments: N/A

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: N/A

Fund Center(s): N/A

Comments: No fiscal impact to Travis County from this agreement at this time.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, agenda@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE



Lee
4-21
MM

700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

April 25, 2013

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2013 APR 25 PM 3:40

Memorandum

To: Marvin Brice, Assistant Purchasing Agent

From: Steve Manilla, County Executive-TNR

Subject: Interlocal Agreement with Lake Travis Independent School District (LTISD)

The following information is provided for you to prepare a Commissioners Court agenda request for entering into an Interlocal Agreement with Lake Travis Independent School District. Please contact me at 854-9429 if you have any questions.

Agenda Language:

Consider and take appropriate action on Traffic Signal and Utility Facilities Interlocal Cooperation Agreement between Lake Travis Independent School District and Travis County.

Back Ground/Summary of Request:

LTISD is currently designing a new school facility on Bee Creek Road which they plan to open in 2014. The ISD needs to have water service extended to their site and they anticipate needing a traffic signal at one of their driveways. The waterline and signal will be located in County right-of-way.

The design and construction cost of the waterline will be paid by the LTISD. Once completed the operation and maintenance of the waterline will become the responsibility of the Lazy 9 Municipal Utility District through an agreement they have with LTISD. The proposed Interlocal Agreement specifies that Travis County will utilize plans and specification provided by the MUD (through the ISD) to construct the waterline. The ISD's engineer will complete a warrant study and the design of the traffic signal if warranted. The ISD will pay for design and construction. However if annexation of the area by Lakeway occurs responsibilities will shift between the ISD and the City. In no case will the County be paying for the design or construction of the signal. Operation and maintenance responsibilities for the signal could also shift between the City of Lakeway and the County if annexation occurs. Details of responsibilities related to the signal are included in the Bee Creek Interlocal Cooperation Agreement between the City of Lakeway and Travis County that was approved by Court at its March 19, 2013 Voting Session.

Staff Recommendations:

Staff recommends approval of this Interlocal Agreement.

Issues and Opportunities:

This Interlocal Agreement will allow a cooperative opportunity among parties to construct the traffic signal and waterline concurrent with the County's roadway improvement project. This should improve project coordination and minimize conflicts between contractors working in close proximity to each other.

The County uses the City of Austin for maintenance of County traffic signals located throughout the County. In this case the City of Austin will not be providing that service because of this signal's remote location. The County will utilize the City of Lakeway's signal contractor to service this signal. An Interlocal Agreement with the City of Lakeway will be needed if and when the traffic signal meets warrants.

The traffic signal has been requested by the ISD in anticipation of it meeting warrants for a signal. The ISD will purchase all components of the signal and the County will complete its installation once it meets warrants.

Fiscal Impacts and Sources of Funding:

The design and construction cost of the waterline and traffic signal will be paid by the LTISD. There is no cost to the County caused by entering into this agreement other than staff time needed for project coordination of the waterline and signal work and future operation and maintenance costs for the signal.

Attachment: LTISD Interlocal Agreement

cc: Cyd Grimes, Purchasing Officer
Tom Nuckols, County Attorney's Office
Chris Gilmore, County Attorney's Office
Tony Valdez, TNR
Donna Williams-Jones, TNR
Tawana Gardner, TNR

**TRAFFIC SIGNAL AND UTILITY FACILITIES
INTERLOCAL COOPERATION AGREEMENT
BETWEEN**

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT AND TRAVIS COUNTY

This Interlocal Cooperation Agreement is made and entered into by and between the Lake Travis Independent School District (the "District") and Travis County, Texas (the "County"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, Bee Creek Road is a County-accepted roadway and Travis County is responsible for the operation and maintenance of its accepted roadway network; and,

WHEREAS, Travis County is currently using 2011 voter-approved bonds to improve Bee Creek Road to a four-lane divided roadway (the "Bee Creek Road Improvements");

WHEREAS, within the project area of the County's Bee Creek Road Improvements project, the County and the District desire to coordinate the planning, design, construction, operation, and maintenance of a traffic signal installation at the intersection of Bee Creek Road and the south entrance of the new Lake Travis Middle School project, when warranted, as well as solar flashing school zone signs and water facilities (the "Project");

WHEREAS, the District has an Agreement to pay the Lazy Nine Municipal Utility District No. 1A (the "MUD") for water service to the new Middle School and for economies-of-scale requests the County to include the necessary water line work in the bid documents for the Project;

WHEREAS, the District has determined that the Project is necessary in the conduct of the District's functions and this Agreement will facilitate and expedite the completion of the Project;

WHEREAS, the Project is generally described and depicted in attached Exhibit 1, which is incorporated herein for all purposes;

WHEREAS, the Parties intend to provide for and assign responsibility for the planning, design, construction, operation, and maintenance of the Project; and

WHEREAS, premises considered, the District desires to participate in the cost of the Project; and

WHEREAS, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.;

NOW, THEREFORE, the Parties agree as follows;

Section 1. Project Specifications

(a) The County shall utilize design plans and specifications provided by the District, and approved by the County, to construct a three-way traffic signal at the intersection of Bee Creek Road and the south entrance to the new Lake Travis Middle School Project, as depicted in Exhibit 1. The traffic signal design and construction shall include pedestrian crossing heads with count down timers.

(i) The infrastructure of the three-way traffic signal, to include all underground components, foundations, and signal poles (with street lights on the poles), shall be constructed during the initial construction phase of the Project, and shall exclude the cross arms, the signal lights, and the control boxes, as depicted in Exhibit 2.

(ii) The District, at its discretion, may acquire, secure, and store the components necessary to complete the installation of a fully-operational three-way traffic signal. Such structures and equipment shall be stored in a bonded warehouse facility until warrants for the signal installation have been met. As an option, the District may request the County to acquire the signal components from the City of Austin when signal warrants are met and then reimburse the County for the costs within 30 calendar days after the County submits a reimbursement request to the District. In any case, the District must acquire signal components that meet City of Austin specifications.

(iii) Within 60 calendar days from the date that the warrants for the traffic signal installation have been met, as determined by a study to be completed by the District and subject to approval by the County, the County shall install all components and any remaining below ground components necessary for a fully functional signal. The County at its discretion may contract with the City of Austin to complete the signal installation. The District shall provide the County any necessary easements to complete the signal work, including those needed for power supply. Upon completion and acceptance of the installation by the County the County shall put the signal into temporary flashing operation for up to thirty days prior to full operation.

(iv) Upon acceptance of the fully operational signal the County will assume full responsibility for the cost of operation, maintenance, and repairs, including electric service charges. The County may, at its discretion, utilize the City of Lakeway's (or the City of Austin's if available) traffic signal contract for maintenance and repair services.

- (b) The County shall include in its Project bid documents the plans and specifications for constructing a 12-inch water line for the benefit of the provision of utilities to the new Lake Travis Middle School project that run within the boundaries of the Bee Creek Road Improvements project area. The plans and specifications for the water line will be provided by the District to the County, and are subject to approval by the County. The water line shall be installed within the Bee Creek Road right-of-way at a location determined acceptable by the County, as depicted in Exhibit 3. All costs associated with the water line shall be borne by the District.
- (c) The County shall include in its Project bid documents the plans and specifications for constructing two solar flashing school zone signs in locations as depicted in Exhibit 1. The plans and specifications for the school zone signs will be provided by the District to the County, and are subject to approval by the County. All costs associated with the school zone signs shall be borne by the District. Upon acceptance of the fully operational solar flashing school zone signs, the County will assume full responsibility for the cost of operation, maintenance, and repairs, including electric service charges. The County may, at its discretion, contract with the City of Lakeway or the City of Austin for school zone sign maintenance and repair services.

Section 2. Project Management.

- (a) The County will provide the project management services for the development and construction of the Project, as set forth herein.
- (b) The County Executive of the Travis County Transportation and Natural Resources Department (the "County Executive") will act on behalf of the County with respect to the Project, coordinate with the District, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Project. The County Executive will designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.
- (c) The District's Senior Director for Facilities and Construction (the "District's Director") will act on behalf of the District with respect to the Project, coordinate with the County, receive and transmit information and instructions, and serve as the District's project manager for the Project.

- (d) If a disagreement between the District and the County arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the County Project Manager and the District's Director, it shall be referred as soon as possible to the District's Assistant Superintendent for Business & Finance and the County Executive for resolution.

Section 3. Project Development.

- (a) The County will be responsible for the management of the development of the design and construction of the Bee Creek Road Improvements, including (i) the development of the engineering design, plans and specifications for the Bee Creek Road Improvements, (ii) the surveying, (iii) any right-of-way and easement acquisition, (iv) the construction, (v) the inspection and testing and any required permitting and environmental assessments and clearances associated with the Bee Creek Road Improvements, and (vi) acceptance of the completed work. The District will be responsible for management of the planning and design for the traffic signal installation at the intersection of Bee Creek Road and the south entrance of the new Lake Travis Middle School project, when warranted, as well as the water facilities.
- (b) The plans and specifications for the Project shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code, as amended (Austin/Travis County Subdivision Regulations), unless otherwise agreed to by the Parties.
- (c) The County and District will ensure that their respective design engineers provide professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the County for such projects, during the term of the design and construction and the County will have the County and the District named as an additional insured with respect to such general liability and automobile liability coverage.
- (d) The County and, to the extent set forth herein, the District, will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for the Project. In addition, the County and, to the extent set forth herein, the District will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Project, during the development and construction of the Project.

- (e) The Parties will participate in joint review meetings with representatives from the District and County in order to avoid and resolve conflicts and review comments.

Section 4. Project Bidding & Award of Construction Contract.

- (a) The County will be responsible for overseeing the solicitation of bids for the construction of the Project based on the approved plans and specifications. The Project shall be included as add-alternates for the base bid proposal. Bids shall be solicited by means of a competitive process and in accordance with the County's minority and women-owned businesses policy.
- (b) The County will notify the District of the lowest responsible bidder and the amount of the bid for the Project, and the County will permit the District to review the bid and proposal. Within 10 business days after the County notifies the District of the bid and proposal, the District shall either authorize the County to proceed with engaging the contractor for the add-alternate Project work or shall provide notice to the County not to engage the contractor for the add-alternate Project work. If the District chooses not to proceed with the Project work prior to the execution of the County's contract for construction of the Project, either Party may terminate this Agreement, at any time prior to the letting of the contract for construction of the Project, by written notice to the other Party, and neither Party shall have any further obligation hereunder.

Section 5. Additional Management Duties of the County.

The County hereby covenants and agrees to:

- (a) review and approve the submitted plans and specifications by providing any initial comments within 14 working days of submittal, review and approve the District's responses to those initial comments within 7 working days, and work in good faith to resolve any outstanding issues;
- (b) review any change order proposal for the Project and return the change order request to the District within 5 working days of its receipt by the County's Project Manager, with a written recommendation for its disposition; respond to requests for information within 3 working days and requests for approval of shop drawings within 5 working days;
- (c) provide to the District written notice of the schedule for the advertisement for bids, award of contract, and construction of the Project;

- (d) provide to the District a written copy of all contracts and billings and evidence of payment affecting the Project, including accompanying information regarding compliance with the County's minority and women-owned businesses policy;
- (e) provide to the District documentation and five working days for the District to review and jointly approve the construction contractor's application for final payment;
- (f) provide to the District a copy of executed change orders related to the Project;
- (g) provide to the District a copy of any change order request related to the Project within two (2) working days of its receipt by the County, by delivery to the District's Director;
- (h) during the construction of the project, require the contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the District;
- (i) install an electric meter and provide power to the Project facilities; the District shall pay for the cost of the operation of the electric meter and the cost of the power to the Project facilities until warrants are met and the signal installation is complete and operational, at which time the cost of power to the signal will be assumed by the County.
- (j) Upon satisfactory completion of construction and any applicable warranty or construction performance period, furnish the District a copy of the record drawings of the Project for the District's records; and
- (k) Upon completion of the Project, assume full ownership and responsibility for the maintenance and repair of the Project facilities to the extent and in the same manner as other like facilities within the County, except that, upon completion of the Project, the water line shall be owned, operated, and maintained by Lazy Nine Municipal Utility District No. 1A. If this section of Bee Creek Road is annexed by a municipality, the municipality will assume full ownership and responsibility for the maintenance and repair of the Project facilities.

Section 6. Management Duties of the District.

The District hereby covenants and agrees to:

- (a) provide to the County four hard copies and one electronic copy of:

- (1) the plans and specifications for the construction of the traffic signal at the one hundred percent (100%) design complete stage for the County's review and approval; and
 - (2) the plans and specifications for the water line at the 60%, 90%, and 100% design complete stages for the County's review and approval;
- (b) remedy any deficiencies with the Project design timely identified by the County within 14 working days of receipt of the plans and specifications;
- (c) Identify and coordinate utility relocations necessary for the construction of the water line facilities and provide funding to pay the costs of utility relocations that are required for the Project that are not legally the responsibility of the utility owner;
- (d) review any change order proposal for the Project and return the change order request to the County within five (5) working days of its receipt by the District's Director, with a written recommendation for its disposition; respond to requests for information within three (3) working days and requests for approval of shop drawings within five (5) working days;
- (e) immediately report any deficiencies observed in the construction of the Project in writing to the County's Project Manager;
- (f) review and jointly approve the construction contractor's application for final payment within five working days after the County delivers to the District a copy of the construction contractor's application for payment from the County; and
- (g) attend meetings at the request of the County's Project Manager.

Section 7. Bond and Guarantee.

All construction contracts affecting the Project shall include a payment and performance bond acceptable to and in favor of and benefiting the County and the District, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the County and the District, for a period of one year from the date of acceptance of the Project. The County and District will be named as co-obligees on the bonds.

Section 8. Liability

To the extent allowed by Constitution and the laws of the State of Texas law, the County and the District agree that each entity is responsible for its own

proportionate share of any liability for its negligent acts or omissions. In addition, the construction contractor shall be required to provide workers compensation insurance, auto liability and general liability insurance in the standard amounts required by the County. The County and the District will be included as additional insureds on the above-referenced general liability and automobile liability insurance policies and a waiver of subrogation will be provided on the general liability, auto liability and worker's compensation coverages.

Section 9. Financial Obligations.

- (a) The District has entered into a contract with Klotz Associates ("Klotz") to perform the engineering and design work for the Project, including a warrant study for the signal installation and operation and a traffic impact study for the new Lake Travis Middle School project, the District is solely responsible for paying all costs thereunder directly to Klotz, and the District shall ensure that Klotz will look solely to the District for all sums coming due thereunder. The District has entered into a contract with Malone-Wheeler, Inc., to perform the engineering and design work for the water line portion of the Project, the District is solely responsible for paying all costs thereunder directly to Malone-Wheeler, Inc., and the District shall ensure that Malone-Wheeler, Inc. will look solely to the District for all sums coming due thereunder.
- (b) If the District authorizes the County to engage the contractor that is chosen through the bid process as discussed in Section 4.(b) of this Agreement to proceed with construction of the Project, the District shall deposit into an escrow account established by the County the amount of the bid submitted by the chosen contractor plus 10 percent of the amount of the bid for the purpose of covering the cost of any change orders approved by the County and the District. Such payment shall be deposited by the District into the County escrow account within 30 calendar days of the District's authorization of the County to proceed with engaging the contractor for the add-alternate Project work as discussed in Section 4.(b) of this Agreement.
- (c) The District shall pay to the County, upon receipt of an invoice for an additional construction-related expenditure, the cost of the District's share of that expenditure. Such payment shall be made by the District to the County within 30 calendar days of the District's receipt of the related invoice from the County.
- (d) The County shall pay for all costs of the Bee Creek Road Improvements project not directly related to the Project.
- (e) The County Treasurer shall timely pay submitted invoices for the Project.

(f) The County shall:

- (1) conduct a final accounting of the Project after the County accepts the Project as discussed in Section 5.(k) of this Agreement, subject to adjustment after resolution of any pending claims or contingent liabilities arising from the Project,
- (2) provide documentation of the accounting to the District, and
- (3) return to the District any amount still remaining in the County escrow account after all financial obligations of the District relating this Agreement have been fulfilled. If any amounts are determined by the County to be owed by the District for expenses and such expenses exceed any amounts in the escrow account, the District must pay the outstanding amount within 30 days after receiving an invoice from the County.

(g) The District or its authorized representative shall be permitted to review and audit all books, record, vouchers and documents of whatever nature related to the County's performance under this Agreement during the period of performance of this Agreement and for three (3) years thereafter or for so long as there exists any dispute or litigation arising from this Agreement.

Section 10. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the County or the District or any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

DISTRICT:

Jim Ratcliff
Senior Director of Facilities and Construction
Lake Travis Independent School District
16101 Hwy 71 West, Bldg. B
Austin, Texas 78738

WITH A COPY TO: Susan K. Bohn
Assistant Superintendent & General Counsel
Lake Travis Independent School District
3322 RR 620 S
Austin, Texas 78738

COUNTY: Steven M. Manilla, P.E. (or successor)
County Executive, TNR
P.O. Box 1748
Austin, Texas 78767

WITH A COPY TO: David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

WITH A COPY TO: Cyd Grimes, C.P.M. (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

(c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

(d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the construction of the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.

(e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the District. This Agreement will automatically renew from year to year until the completion of the warranty period for the Project and any litigation or

other matters surviving the completion of the Project, unless terminated earlier by the Parties.

- (f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (h) Current Funds. The party or parties paying for the performance or governmental functions or services shall make payments therefor from current revenues available to the paying party.
- (i) Venue. TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.
- (j) Interpretation. In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either party.
- (k) Application of Law. This Agreement is governed by the laws of the State of Texas.
- (l) Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation are to remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

- (m) Overdue Payments. Interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.
- (n) Working Day. In this Agreement, "working day" and "business day" mean a calendar day that is not a Saturday, Sunday, or a holiday designated by the Travis County Commissioners Court.
- (o) Third Party Rights Not Created. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

Each of the signatories to this Agreement represents and warrants that he is duly authorized to sign this in the capacity indicated.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

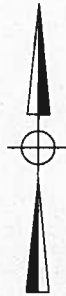
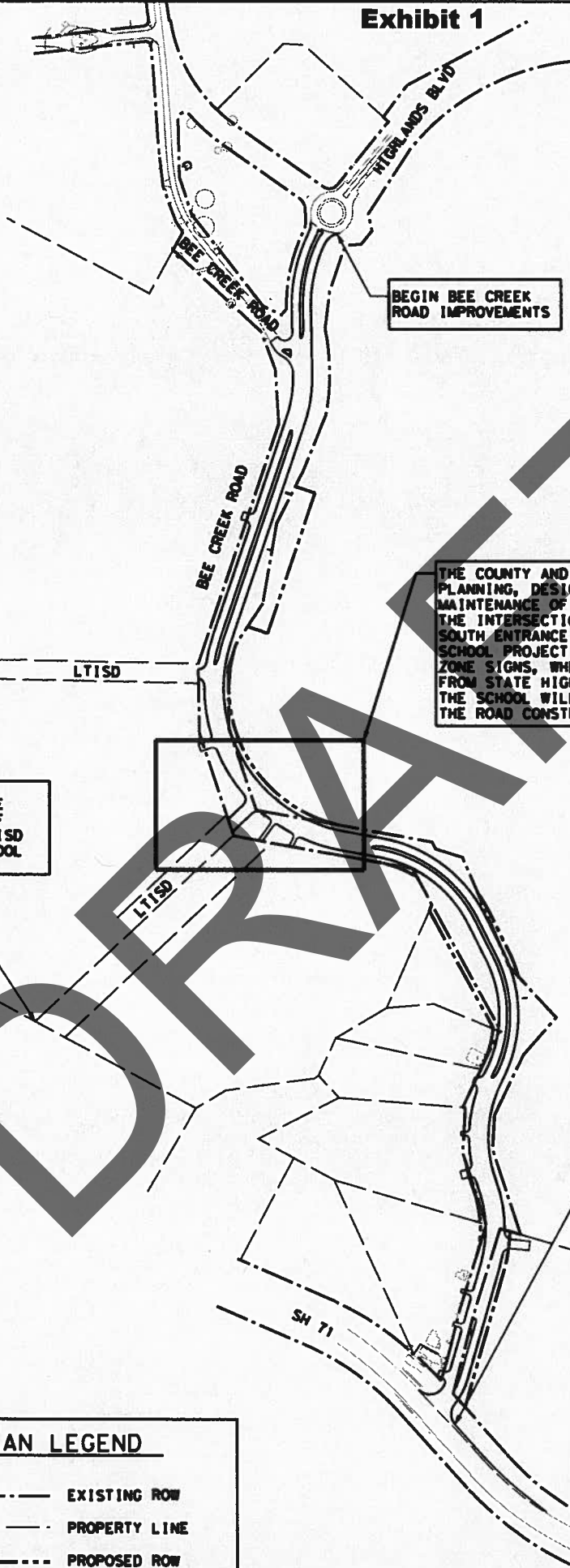
Date: _____

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

By: Jason Buddin
Jason Buddin, President of the Board of Trustees

Date: April 16, 2013

Exhibit 1



SCALE: 1" = 600'
0 300 600

BEGIN BEE CREEK ROAD IMPROVEMENTS

THE COUNTY AND THE DISTRICT WILL COORDINATE THE PLANNING, DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF A TRAFFIC SIGNAL INSTALLATION AT THE INTERSECTION OF BEE CREEK ROAD AND THE SOUTH ENTRANCE OF THE NEW LAKE TRAVIS MIDDLE SCHOOL PROJECT AS WELL AS SOLAR FLASHING SCHOOL ZONE SIGNS, WHEN WARRANTED. WATER FACILITIES FROM STATE HIGHWAY 71 TO THE SOUTH ENTRANCE OF THE SCHOOL WILL ALSO BE COORDINATED AS PART OF THE ROAD CONSTRUCTION (THE "PROJECT").

APPROXIMATE LOCATION OF FUTURE LTISD MIDDLE SCHOOL

END BEE CREEK ROAD IMPROVEMENTS

PLAN LEGEND	
	EXISTING ROW
	PROPERTY LINE
	PROPOSED ROW

klotz associates
 901 SOUTH MOPAC EXPRESSWAY
 BUILDING V, SUITE 220
 AUSTIN, TX 78746
 Phone: (512) 328-5771 Fax: (512) 328-5774
 Texas PE Firm Reg. #F-929

**TRAVIS COUNTY
 BEE CREEK ROAD
 IMPROVEMENTS**

**LAKE TRAVIS MIDDLE
 SCHOOL TRAFFIC SIGNAL**

KLOTZ PROJ. No: 0513.006.000	EXHIBIT
SCALE: 1"=600'	DRAWN BY: OWJ
DATE: APRIL 2013	CHECKED BY: JGF

1

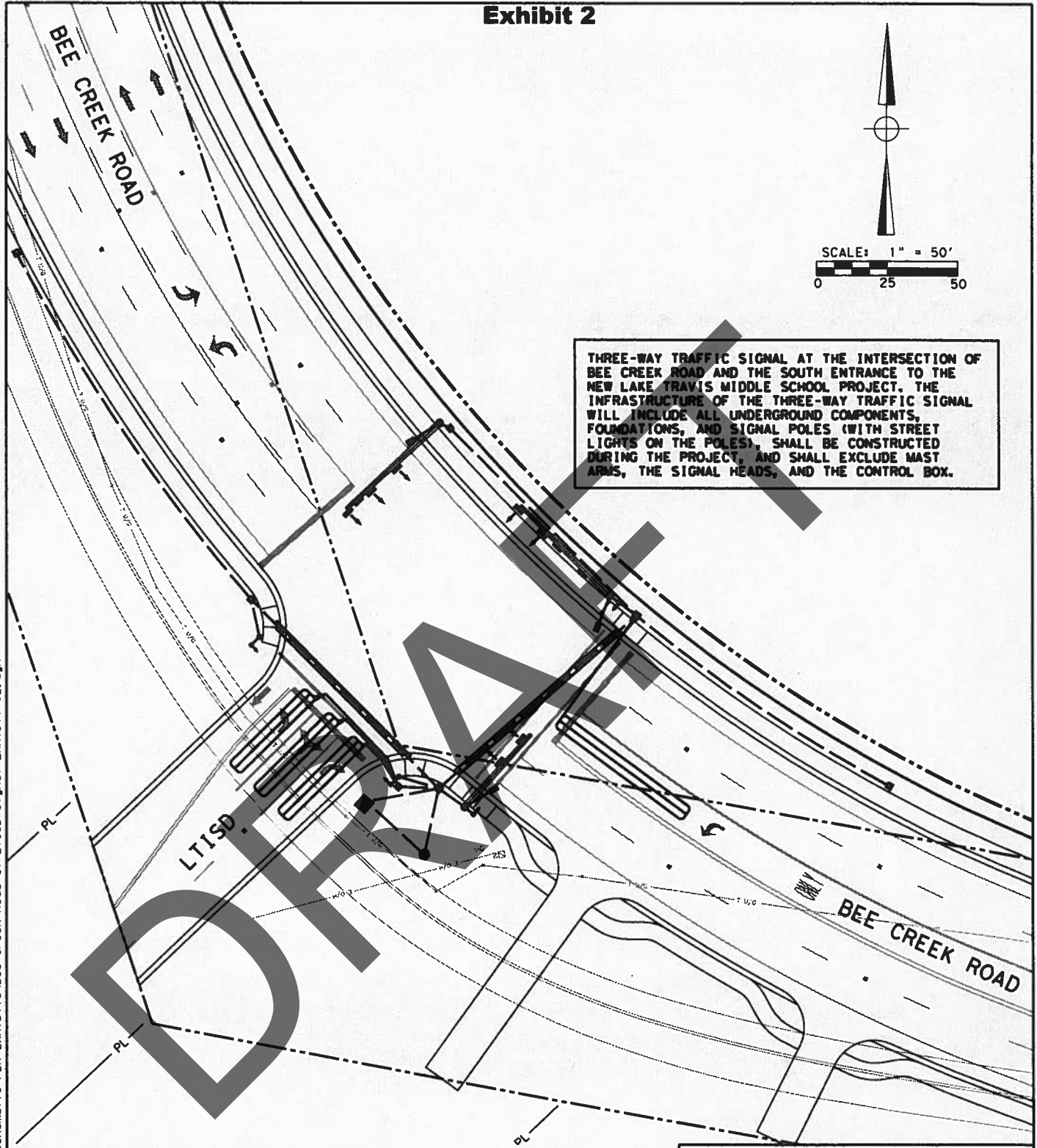
4/9/2013 2:37:25 PM G:\GIS\3_006_000\07_00 CAD\Bee Creek Road\01-Schematic-PER Exhibits\Bee Creek Road at LTISD Signal Exhibit#01.dgn

Exhibit 2



SCALE: 1" = 50'
 0 25 50

THREE-WAY TRAFFIC SIGNAL AT THE INTERSECTION OF BEE CREEK ROAD AND THE SOUTH ENTRANCE TO THE NEW LAKE TRAVIS MIDDLE SCHOOL PROJECT. THE INFRASTRUCTURE OF THE THREE-WAY TRAFFIC SIGNAL WILL INCLUDE ALL UNDERGROUND COMPONENTS, FOUNDATIONS, AND SIGNAL POLES (WITH STREET LIGHTS ON THE POLES), SHALL BE CONSTRUCTED DURING THE PROJECT, AND SHALL EXCLUDE MAST ARMS, THE SIGNAL HEADS, AND THE CONTROL BOX.



4/9/2013 2:38:28 PM G:\0513_006_000\07_00 CADD\Bee Creek Road\Bee Creek Road at LTISD Signal Exhibit#02.dgn

PLAN LEGEND	
	EXISTING ROW
	PROPERTY LINE
	PROPOSED ROW
	PROPOSED RETAINING WALL
	PROPOSED CONDUIT
	PROPOSED CASING

klotz associates 901 SOUTH MOPAC EXPRESSWAY BUILDING V, SUITE 220 AUSTIN, TX 78746 Phone: (512) 328-5771 Fax: (512) 328-5774 Texas PE Firm Reg. #F-929	
TRAVIS COUNTY BEE CREEK ROAD IMPROVEMENTS	
LAKE TRAVIS MIDDLE SCHOOL SIGNALIZED INTERSECTION	
KLOTZ PROJ. No: 0513.006.000	EXHIBIT
SCALE: 1"=50'	DRAWN BY: DWJ
DATE: APRIL 2013	CHECKED BY: JGF

Exhibit 3



SCALE: 1" = 400'
 0 200 400

BEGIN 12-INCH WATERLINE

LT1SD

BEE CREEK ROAD

THE COUNTY SHALL INCLUDE IN ITS PROJECT BID DOCUMENTS THE PLANS AND SPECIFICATIONS FOR CONSTRUCTING A 12-INCH WATER LINE FOR THE BENEFIT OF THE PROVISION OF UTILITIES TO A NEW LAKE TRAVIS MIDDLE SCHOOL PROJECT. THE LINE WILL RUN WITHIN THE BOUNDARIES OF THE BEE CREEK ROAD IMPROVEMENTS PROJECT AREA. THE PLANS AND SPECIFICATIONS FOR THE WATER LINE WILL BE PROVIDED BY THE DISTRICT TO THE COUNTY, AND ARE SUBJECT TO APPROVAL BY THE COUNTY. THE WATER LINE SHALL BE INSTALLED WITHIN THE BEE CREEK ROAD RIGHT-OF-WAY AT A LOCATION DETERMINED ACCEPTABLE BY THE COUNTY.

END 12-INCH WATERLINE

SH 71

DRAFT

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PLAN LEGEND	
	EXISTING ROW
	PROPERTY LINE
	PROPOSED ROW
	PROPOSED WATERLINE

<p>klotz associates</p> <p>901 SOUTH MOPAC EXPRESSWAY BUILDING V, SUITE 220 AUSTIN, TX 78746 Phone: (512) 328-5771 Fax: (512) 328-5774 Texas PE Firm Reg. #F-929</p>	
<p>TRAVIS COUNTY BEE CREEK ROAD IMPROVEMENTS</p>	
<p>LAKE TRAVIS MIDDLE SCHOOL 12" WATERLINE</p>	
<p>KLOTZ PROJ. No: 0513.006.000</p>	<p>EXHIBIT</p>
<p>SCALE: 1"=400'</p>	<p>DRAWN BY: DWJ</p>
<p>DATE: APRIL 2013</p>	<p>CHECKED BY: JGF</p>