



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 1, 2013

**Prepared By:** Chiddi N'Jie, Engineer Senior **Phone #:** 512-854-7585

**Division Director/Manager:** Steve Sun, P.E., Assistant Public Works Director

**Department Head/Title:** *Carol B. Jephson*  
Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Davis, Precinct One

Commissioner Margaret J. Gomez, Precinct Four

## **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests in Precinct Four:

- A) Approval of a proposed Amendment to an Inter-local Agreement between Travis County and the City of Austin for a joint funding of the extension of Tuscany Way south from U.S. 290 East to Springdale Road in Precinct One; and
- B) Approval of a proposed Amendment to an Inter-local Agreement between Travis County and the City of Austin for a joint funding of the extension of Slaughter Lane from the eastern boundary of the Goodnight Ranch Subdivision to Thaxton Road/McKinney Falls Parkway in Precinct Four.

## **BACKGROUND/SUMMARY OF REQUEST:**

Amendments to two separate Inter-local Agreements between Travis County and the City of Austin are being considered under this agenda item:

1. First Amendment to The Tuscany Way South Extension Project Inter-local Agreement Between the City of Austin And Travis County.
2. First Amendment to The Slaughter Lane Extension Project Inter-local Agreement Between the City of Austin And Travis County.

Each project is discussed separately below:

### 1. Tuscany Way South Extension:

Both the county and the city desire to develop and construct a section of Tuscany Way South from U.S. 290 to Springdale Road as a four lane divided major arterial as part of the arterial road network in this segment of the county. Tuscany Way South is currently a dead end street, and this extension to Springdale Road will provide a highly needed north-south connectivity away from the residential neighborhoods north of U.S. 290 East.

This will complete the connection of Ferguson Lane to Tuscany Way to Springdale Road. The Ferguson - Tuscany connection was conceived to provide a viable truck route to U.S. 290 E from Ferguson Lane without traveling through the residential neighborhoods north of U.S. 290, abutting Springdale Road.

This amendment is to accommodate the city's desire to increase its financial contribution to the project by \$505,917, bringing the city's contribution to this project to a total of \$2,005,917.

## 2. Slaughter Lane Extension

The county and the city desire to develop and construct a section of Slaughter Lane from the eastern boundary of the Goodnight Ranch Subdivision to Thaxton Road (extension of McKinney Falls Parkway) as an initial two lane arterial with an additional two lanes as development occurs.

This project forms a connecting link in the future transportation infrastructure of the city and will provide for inter-connectivity to major roadways. It is listed in the Capital Area Metropolitan Planning Organization (CAMPO) 2035 Mobility Plan as a future arterial.

This amendment is to accommodate the city's desire to increase its financial contribution to the project by \$300,000, bringing the city's contribution to this project to a total of \$1,800,000.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of both amendments.

### **ISSUES AND OPPORTUNITIES:**

No other clause in the Inter-local Agreements are affected.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

Approval of these amendments will result in an increase of each of the respective project's budgets. This increase is all coming from the city through this Inter-local Amendment.

### **EXHIBITS/ATTACHMENTS:**

Attachment "A" : Tuscany Way Extension

1. Project Location Map
2. Executed Tuscany Way South Inter-local Cooperation Agreement
3. First Amendment to the Tuscany Way South Inter-local Cooperation Agreement between the City of Austin and Travis County

Attachment "B": Slaughter Lane Extension

1. Project Location Map
2. Executed Slaughter Lane Extension Inter-local Cooperation Agreement
3. First Amendment to the Slaughter Lane Extension Inter-local Cooperation Agreement between the City of Austin and Travis County

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
			854-9455

**CC:**

Chris Gilmore	Assist County Attorney	Tawana Gardner	TNR
Cyd Grimes	Purchasing Agent	Charlie Watts	TNR
Hannah York	Auditors Office	Steve Sun	TNR
Donna Williams-Jones	TNR	Chiddi N'Jie	TNR

: :  
**3101 - Public Works/CIP-**

FILED FOR RECORD

2011 NOV 30 AM 4:47

DANA DEBEAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

**TUSCANY WAY SOUTH  
INTERLOCAL COOPERATION AGREEMENT  
CITY OF AUSTIN AND TRAVIS COUNTY**

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

**WHEREAS**, the County and the City desire to develop and construct a section of Tuscany Way South from US 290 to Springdale Road as a 4-lane divided major arterial (the "Project"); and

**WHEREAS**, the Project is located within the Full Purpose Annexation Area, Limited Purpose Annexation Area, and 2 Mile Extraterritorial Jurisdiction of the City; and

**WHEREAS**, the Project forms a connecting link in the future transportation infrastructure of the City and will provide for interconnectivity between US 290 and US 183; and

**WHEREAS**, the Project, which is generally described and depicted in attached Exhibit "A", may be developed in multiple phases; and

**WHEREAS**, the Parties will provide for the right-of-way acquisition, design, and construction of the Project; and

**WHEREAS**, the County intends to participate in the City of Austin's Regional Stormwater Management Program and pay a fee in lieu of providing an onsite stormwater management facility; and

**WHEREAS**, premises considered, the City desires to participate in the cost of the development and construction 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:

1. 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 City, 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 City's Public Works Director (the "City's Director") will act on behalf of the City with respect to the Project, coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Project. The City's Director will designate a City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project.
- (d) If a disagreement between City and County arises regarding right-of-way acquisition, 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 City Project Manager and the County Project Manager, it shall be referred as soon as possible to the City's Director and the County Executive for resolution.
- (e) As provided in the Interlocal Cooperation Act, the Parties may select the law that applies to their agreement.

2. Project Development.

(a) The County will be responsible for the management of the development of the design and construction of the Project, including (i) the development of the engineering design, plans and specifications for the roadway improvements and sidewalks, (ii) the surveying, (iii) the 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 Project, and (vi) acceptance of the completed work.

(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) or, as applicable, Title 25 for the portion of the Project located within the full purpose City limits, including the City's Heritage Tree requirements, and all other appropriate, relevant, and applicable, City

requirements, unless otherwise agreed by the Parties. In addition, the County will ensure that the plans and specifications will comply with any applicable Texas Accessibility Standards.

(c) The County will ensure that the design engineer provides 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 City named as an additional insured with respect to such general liability and automobile liability coverage. The County and, to the extent set forth herein, the City 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 City 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. Notwithstanding the City's right of review, the City's failure to comment on an error or omission in the documents does not waive the requirement to meet the appropriate, relevant, and applicable City requirements.

(d) A City permit and associated fees shall be required only for any part of the Project within the City's full purpose corporate limits, provided that any "fees in lieu of" compliance with City Standards will be required for the Project. The application review process and fees for any such permit shall be the same as the process and fee requirements that the City applies to its own road projects. The City shall coordinate the City's review of any permit application.

(e) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments. The City will provide a designated review team to expedite the review process.

(f) As applicable, the County shall require the design engineer or contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the City.

3. Project Bidding & Award of Construction Contract.

The County will be responsible for overseeing the solicitation of bids for the construction of the Project based on the approved plans and specifications. Bids shall be solicited by means of a competitive process and in accordance with the County's minority and women-owned businesses policy. The County will notify the City of the lowest responsive and responsible bidder and the amount of the bid, the City will provide its

funding to the County as indicated in Section 8, and the County will be responsible for any and all other funding for the Project.

4. Additional Management Duties of the County. The County hereby covenants and agrees to provide to the City:
- (a) four (4) hard copy sets to the City's Planning and Development Review Department and an appropriate number of sets to the City's other departments, as reasonably requested, and one (1) electronic copy of the plans and specifications for the construction of the Project at the thirty percent (30%), sixty percent (60%), and one hundred percent (100%) design complete stages for the City's review and approval;
  - (b) written responses to the City's initial plan review comments within fourteen (14) working days of receipt from the City;
  - (c) written notice of the schedule for design and the advertisement for bids, award of contract, and construction of the Project;
  - (d) 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, and such billings will include a monthly progress report with a schedule update and status of all tasks, and construction progress photographs;
  - (e) documentation and reasonably sufficient notice, not to be less than ten (10) working days of the submittal for the City to review and jointly approve the construction contractor's application for final payment with accompanying information regarding compliance with the County's minority and women-owned business policy;
  - (f) a copy of executed change orders related to the portions of the Project that are located within the City's full purpose corporate limits or that would conflict with any applicable provisions of Title 30, Austin City Code, as amended (Austin/Travis County Subdivision Regulations) or, as applicable, Title 25 for the portion of the Project located within the full purpose City limits, including the City's Heritage Tree requirements, and all other appropriate, relevant, and applicable, City requirements, unless otherwise agreed by the Parties;
  - (g) 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 City's Project Manager; and

(h) upon satisfactory completion of construction and any applicable warranty or construction performance period, the County will accept the portion of the Project located outside of the full purpose limits of the City and furnish the City a copy of the record drawings of the Project for the City's records and the City will specify the format for the delivery of the working drawings.

5. Management Duties of the City. The City hereby covenants and agrees to:

- (a) review the submitted plans and specifications at the thirty percent (30%) and sixty percent (60%) design complete stages and review and approve the plans and specifications at the one hundred percent (100%) design complete stage by providing any initial comments within fourteen (14) working days of submittal, review and approve the County's satisfactory responses to those initial comments within seven (7) working days, and work in good faith to resolve any outstanding issues;
- (b) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues;
- (c) review any change order proposal for any portion of the Project located within the City's full purpose corporate limits and return the change order request to the County within five (5) working days of its receipt by the City's Project Manager, with a written recommendation for its disposition;
- (d) respond to requests for information within five (5) working days of receipt;
- (e) respond to requests to review and approve shop drawings within ten (10) working days of receipt;
- (f) at the option and expense]of the City, perform any additional independent inspection and testing on the Project in coordination with the County's inspectors and as agreed to by the County and City Project Managers, and in a timely manner; and in connection therewith, the City will designate inspectors to make any such inspections, including any joint final inspection of the completed Project with the County. The City's inspectors shall communicate any issues to the County's inspectors only, and County inspectors will in turn communicate those issues to the construction contractor. The City's inspection and testing for acceptance of the portion of the Project located within the City for perpetual maintenance will be performed within specific times reasonably agreed upon with the County. The City agrees to pay any delay damages caused solely by its independent



testing and inspection, which actually cause delays to the critical path of the Contractor's approved and accepted work schedule and which are performed more than three days after the stipulated times. The City will not be responsible for delay claims caused solely by the County on the portion of the Work that lies within the City's full purpose jurisdiction or for any delay on work outside the City's full purpose jurisdiction.

- (g) coordinate with the City and County Project Managers, as reasonable and necessary;
  - (h) Immediately report any deficiencies observed in the construction of the Project in writing to the County's Project Manager;
  - (i) review and jointly approve the construction contractor's application for final payment within five working days after the County delivers to the City a copy of the construction contractor's application for payment from the County;
  - (j) attend meetings at the request of the County's Project Manager; and
  - (k) upon satisfactory completion of construction and any applicable warranty or construction performance period and after the County's acceptance of the Project, the City will accept the portion of the Project that is located within the City.
6. 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 City, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the County and the City, for a period of one year from the date of acceptance of the Project. The City and County will be named as co-obligees on the bonds.
7. Liability. To the extent allowed by Texas law, the County and the City 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 City will be included as an 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.
8. Financial Obligations.

- (a) Within 30 days after the effective date of this Agreement, the City will pay the County \$1,500,000 as the City's not to be exceeded financial contribution to the Project, and this payment will be deposited into an escrow account with the County. The amount of the City's contribution will not be exceeded without the further approval of the City Council.
- (b) The County will pay for the remaining costs for development and construction of the Project with current funds available to the County.
- (c) Before issuing to the construction contractor a change order that relates to the portion of the Project located within the City's full purpose corporate limits or that would constitute a change under any applicable Title 30 Standards, the County shall obtain the written approval of the City for the change order.
- (d) The City agrees to pay all liquidated damages, delay damages, de-mobilization costs, re-mobilization costs, and any other associated costs of the construction contract for the Project by reason of the City's non-payment of any change order, which has been approved by the City, within ninety (90) days of the date of submittal by the County. The City is not responsible for all liquidated damages, delay damages, de-mobilization costs, re-mobilization costs, and any other costs resulting from the County's performance as project manager that are not directly related to the City's actions.
- (e) The County shall promptly notify the City of any such claim for damages and the County and the City shall negotiate for the resolution of the claim. In the event that a decision is made to litigate such a claim, the City shall be solely responsible for any or all costs recited above in Section 8(d) and the costs of litigation, including, but not limited to, attorney's fees, court costs, depositions, experts, the amount of any damages contained in a judgment or settlement, interest, and the costs of appeal.
- (f) The County Treasurer shall act as Escrow Agent for the management of the City's funds and shall deposit the funds in an interest bearing escrow account. The County shall invest the funds in accordance with the Public Funds Investment Act, and any other applicable laws or bond covenants. The interest and any unused portion of the public funds provided by the City under this agreement shall be returned to the City within sixty (60) calendar days after the completion of the Project. The County shall provide the disbursements from the City's escrow account. The County will make its records available, at reasonable times, to the City's auditors, or its independent financial

advisors or other professionals who provide arbitrage rebate calculations to the City.

- (g) The County Treasurer shall timely pay submitted invoices for the Project. The invoices for the Project will be paid on the basis of work completed in accordance with the approved plans and specifications. City funds will be expended on a pro rata basis with the County funds based upon percentage of work completed. Total City funds will not exceed a percentage of the total project cost based upon the percentage of roadway located within the City's full purpose jurisdiction.

9. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the County or the City 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:

CITY: Howard Lazarus, Director  
City of Austin Public Works Department  
505 Barton Springs Road  
Austin, Texas 78704

WITH A COPY TO: Gordon Bowman  
Assistant City Attorney  
City of Austin Law Department  
301 W. 2<sup>nd</sup> Street  
Austin, Texas 78701

COUNTY: Steven M. Manilla, P.E. (or successor)  
County Executive, TNR  
P.O. Box 1748  
Austin, Texas 78701

WITH A COPY TO:

David Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 291.40

- (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 City. 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.

TRAVIS COUNTY, TEXAS

By: Samuel T. Biscoe  
Samuel T. Biscoe, County Judge

Date: 11-20-11

CITY OF AUSTIN, TEXAS

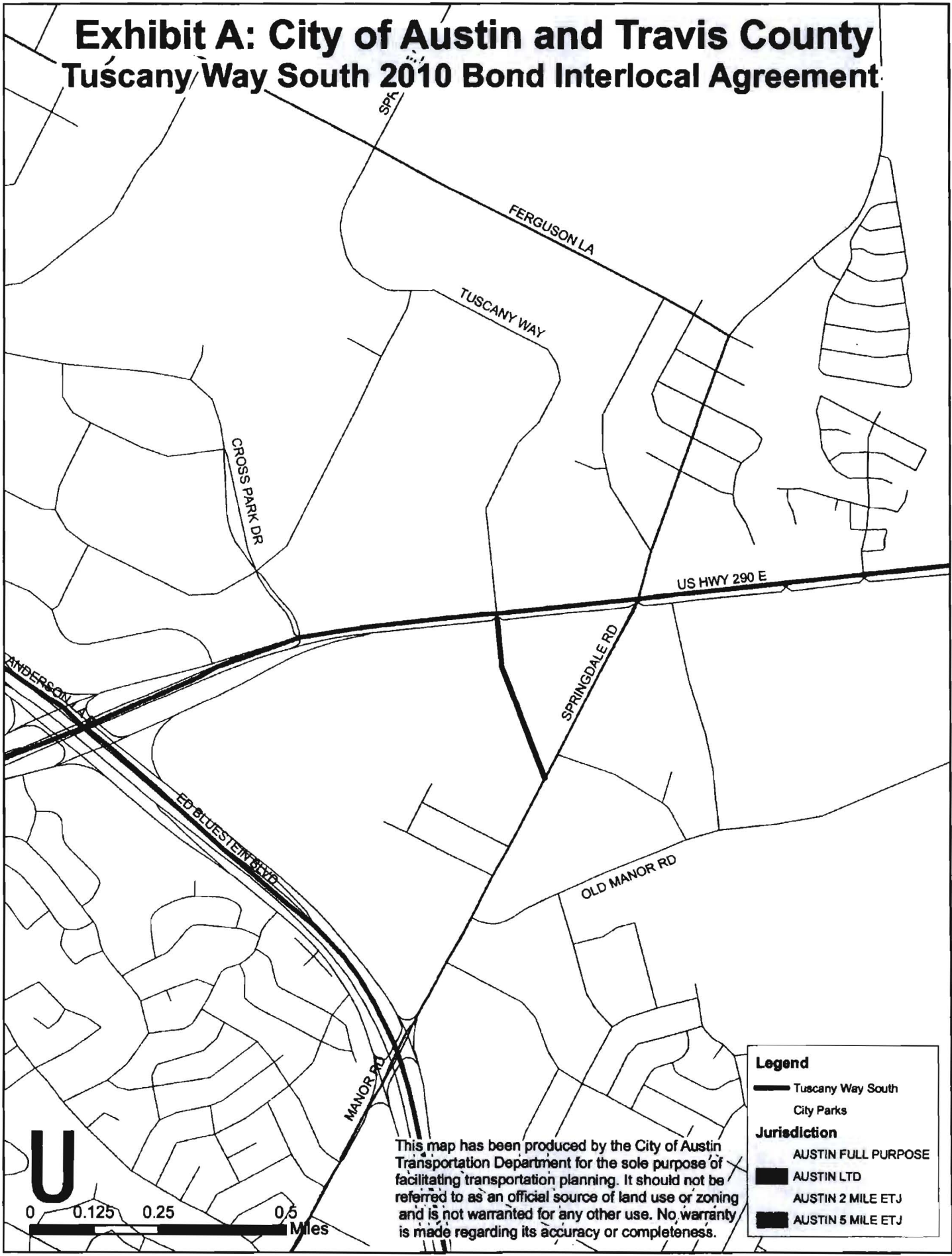
By: Robert D. Gudder, Assistant City Manager

Date: 11/21/11

Approved as to Form:

Andrew R. Bunn  
Assistant City Attorney

# Exhibit A: City of Austin and Travis County Tuscany Way South 2010 Bond Interlocal Agreement



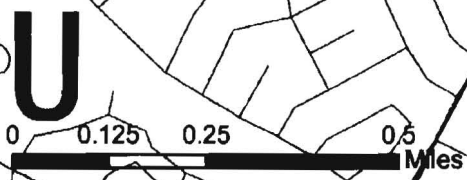
**Legend**

- Tuscany Way South
- City Parks

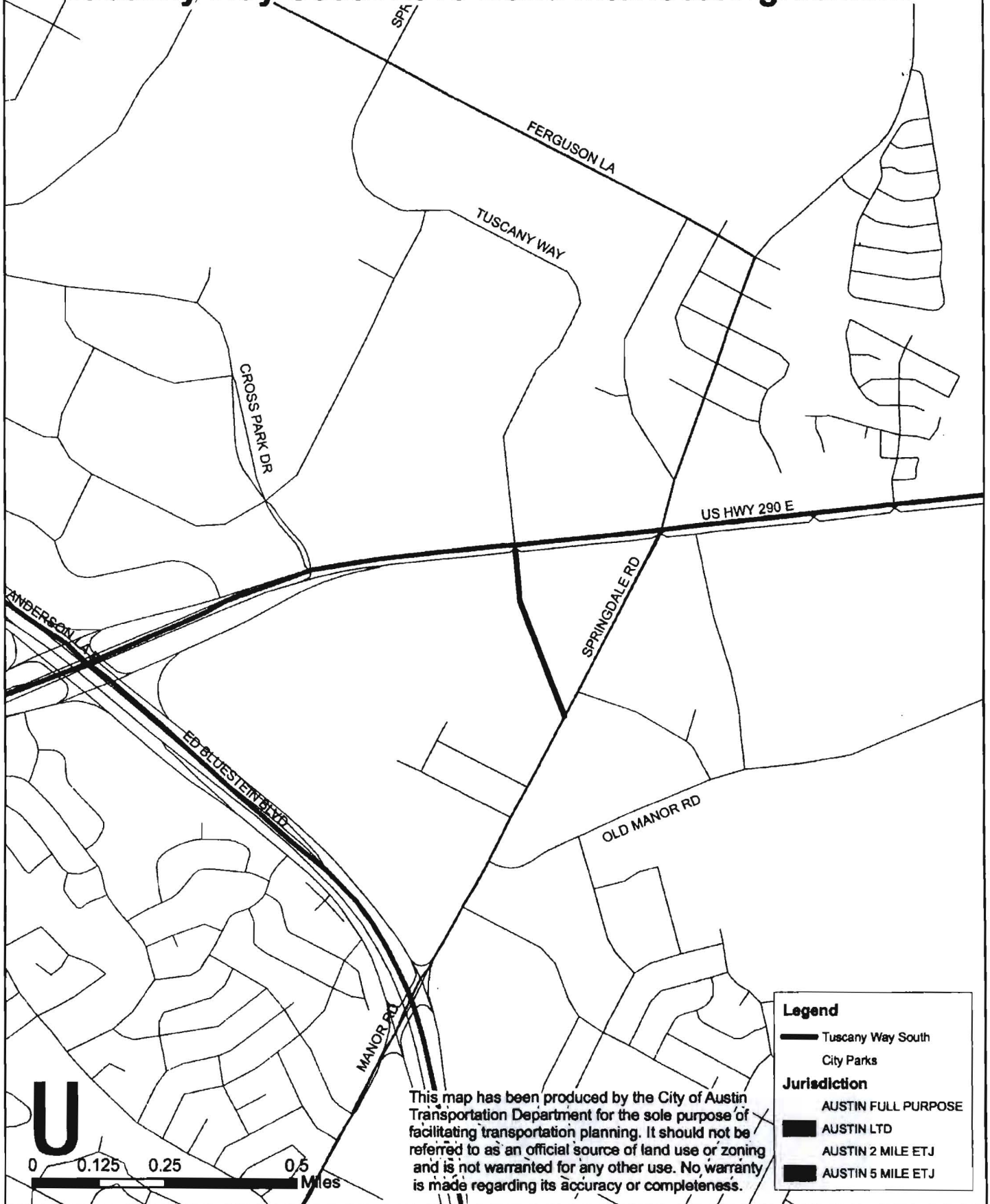
**Jurisdiction**

- AUSTIN FULL PURPOSE
- AUSTIN LTD
- AUSTIN 2 MILE ETJ
- AUSTIN 5 MILE ETJ

This map has been produced by the City of Austin Transportation Department for the sole purpose of facilitating transportation planning. It should not be referred to as an official source of land use or zoning and is not warranted for any other use. No warranty is made regarding its accuracy or completeness.



# Exhibit A: City of Austin and Travis County Tuscany Way South 2010 Bond Interlocal Agreement



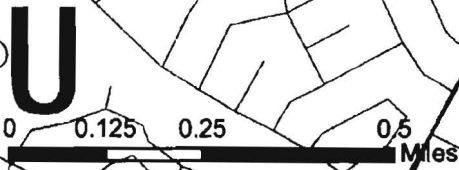
**Legend**

- Tuscany Way South
- City Parks

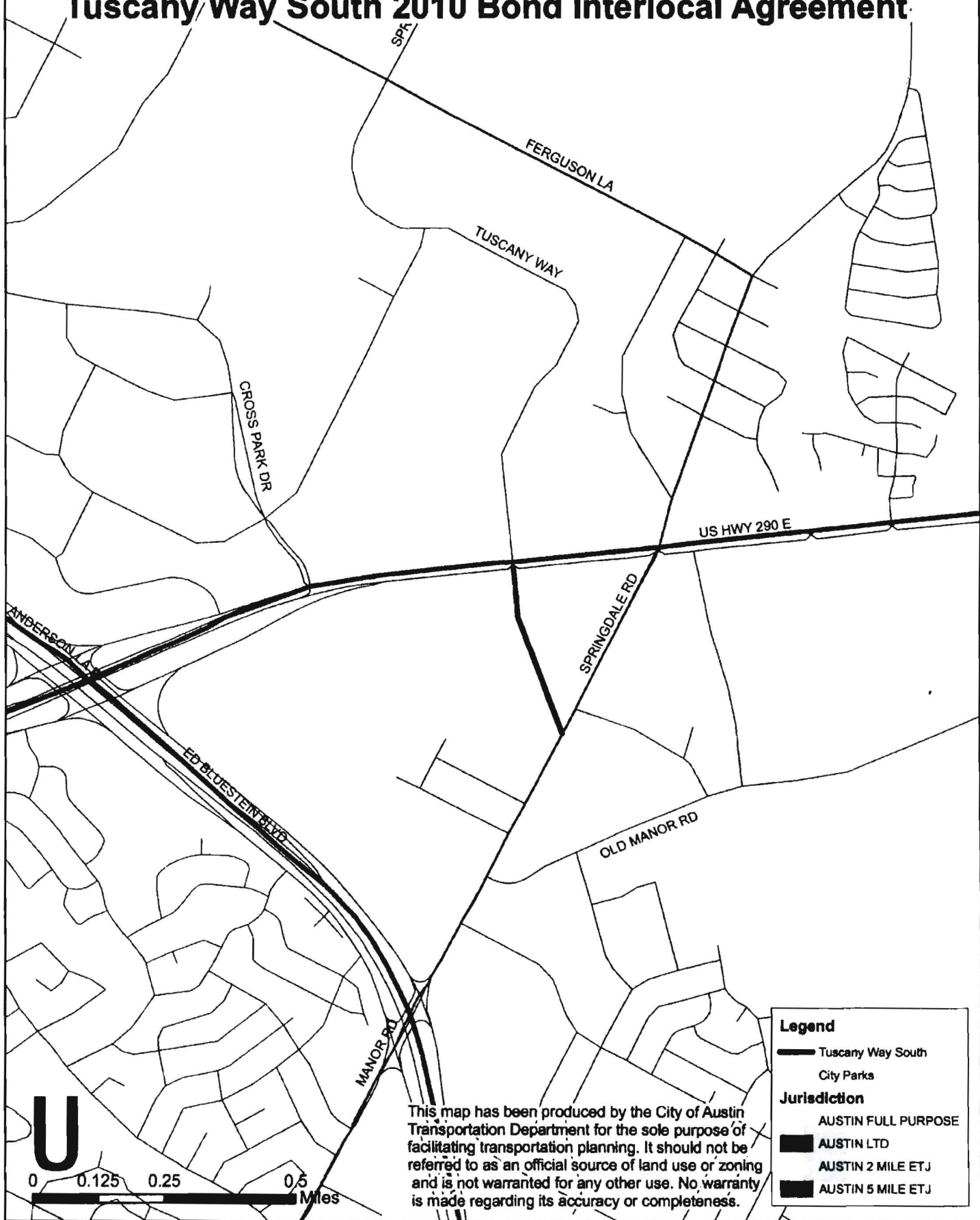
**Jurisdiction**

- AUSTIN FULL PURPOSE
- AUSTIN LTD
- AUSTIN 2 MILE ETJ
- AUSTIN 5 MILE ETJ

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# Exhibit A: City of Austin and Travis County Tuscany Way South 2010 Bond Interlocal Agreement



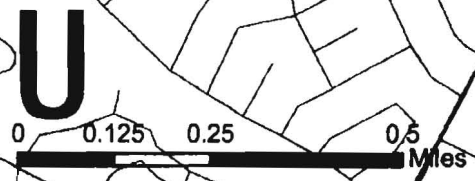
**Legend**

- Tuscany Way South
- City Parks

**Jurisdiction**

- AUSTIN FULL PURPOSE
- AUSTIN LTD
- AUSTIN 2 MILE ETJ
- AUSTIN 5 MILE ETJ

This map has been produced by the City of Austin Transportation Department for the sole purpose of facilitating transportation planning. It should not be referred to as an official source of land use or zoning and is not warranted for any other use. No warranty is made regarding its accuracy or completeness.





**FIRST AMENDMENT TO THE SLAUGHTER LANE EXTENSION  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY**

**THIS First Amendment to the Slaughter Lane Extension Interlocal Cooperation Agreement between the City of Austin and Travis County** (“Amendment”) is made and entered into by and between the City of Austin, Texas, (“City”) and Travis County, Texas (“County”), hereinafter collectively referred to as the “Parties,” upon the premises and for the consideration stated herein.

**RECITALS**

1. On November 22, 2011, the City and County entered into that certain Slaughter Lane Extension Interlocal Cooperation Agreement (the “Interlocal”);
2. Under the Interlocal, the Parties intend to develop and construct a section of Slaughter Lane from the eastern boundary of the Goodnight Ranch Subdivision to Thaxton Road/McKinney Falls Parkway as an initial 2-lane arterial with an additional 2 lanes as development occurs (referred to in the Interlocal as the “Project”); and
3. The City now desires to increase its financial contribution to the Project by \$300,000; and
4. The Parties intend to conform this Amendment in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.

In consideration of these recitals and mutual covenants in this Amendment, the Parties agree as follows:

1. The City agrees to increase its financial contribution to the Project by \$300,000. Within 30 days after the effective date of this Amendment, the City will pay the County \$300,000 as the City’s additional financial contribution to the Project for right of way and construction, and this payment will be deposited into an escrow account with the County.
2. Paragraph 8(a) of the Interlocal is deleted and replaced with the following:

Within 30 days after the effective date of this Agreement, the City will pay the County \$1,800,000 as the City’s not to be exceeded financial contribution to the Project for right of way and construction, and this payment will be deposited into an escrow account with the County.
3. Paragraph 9(b) of the Interlocal is deleted and replaced with the following:
  - (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:

CITY: Howard Scott Lazarus, Director  
City of Austin Public Works Department  
505 Barton Springs Road  
Austin, Texas 78704

WITH COPY TO: Gordon Bowman (or successor)  
Assistant City Attorney  
City of Austin Law Department  
301 W. 2<sup>nd</sup> Street  
Austin, Texas 78701

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

AND: Cyd V. Grimes, C.P.M., CPPO (or successor)  
Travis County Purchasing Agent  
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  
Attn: File No. 291.41

4. The Interlocal is amended only as set forth herein. In all other respects, the Interlocal is hereby ratified, approved, and confirmed.

5. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Amendment.

**EXECUTED AS OF THE LATER DATE SET FORTH BELOW.**

**TRAVIS COUNTY, TEXAS**

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

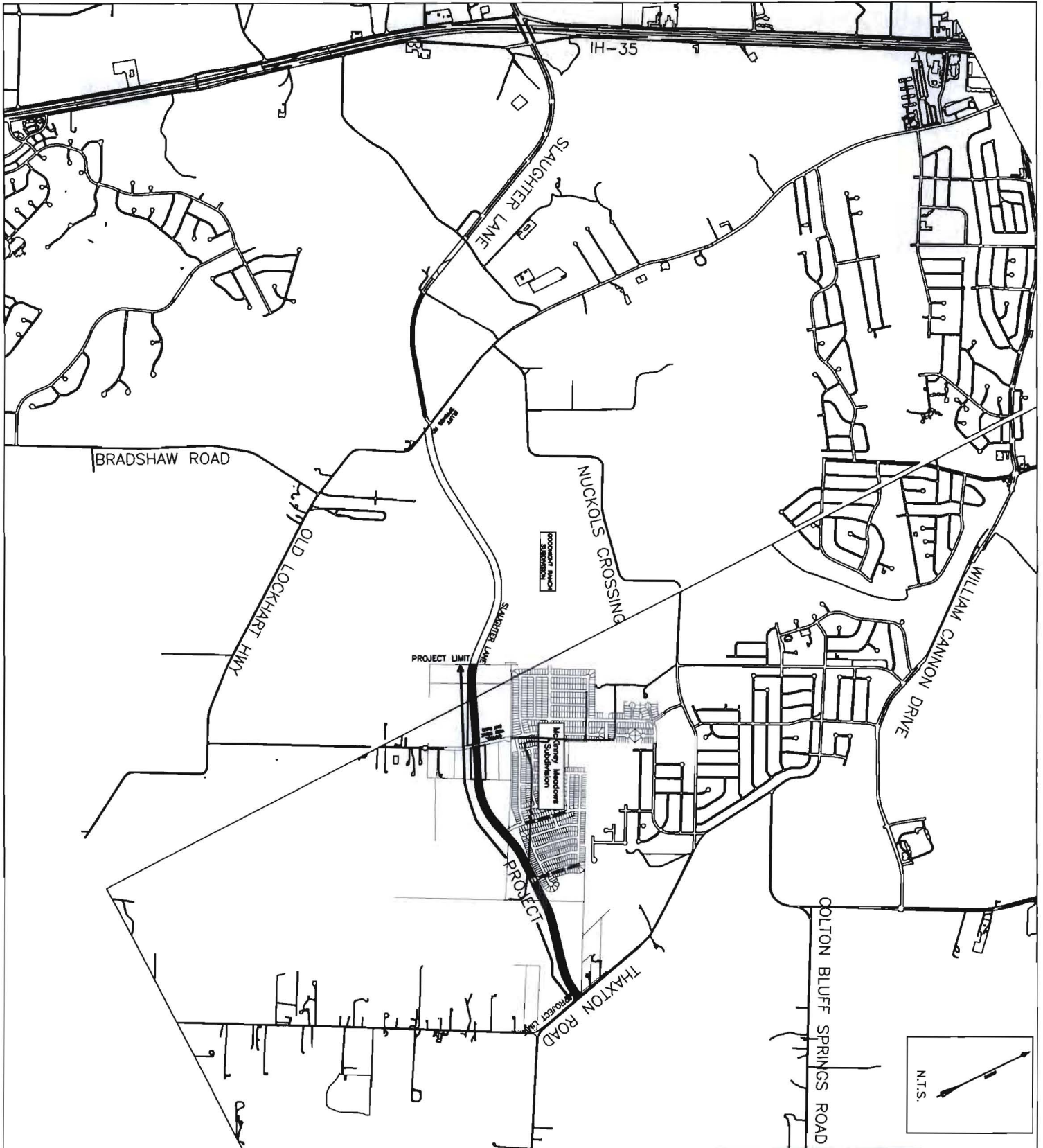
Date: \_\_\_\_\_

**CITY OF AUSTIN, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney



**SLAUGHTER LANE IMPROVEMENTS  
LOCATION MAP**

**HANRAHAN • PRITCHARD ENGINEERING, INC.**  
 CONSULTING ENGINEERS  
 (TX. PE FIRM REG. #418)  
 8333 Cross Park Drive  
 AUSTIN, TEXAS 78754  
 OFFICE: 512.459.4734 FAX: 512.459.4752  
 info@hp-eng.com

**HPE**

File: Projects/Slaughter Lane Improvements/Dwg/Exhibits/LOCATION MAP		<b>SHEET</b> 01 of 01
Job No. 145-01	Snapshot MAP	
Scale (Hor.): 1"=1000'	Scale (Vert.): 1"=1000'	
Date: 11/13/11	Checked By: LMH Drawn By: HD	

VS 11-22-11

Item 19.B 19B

FILED FOR RECORD

**SLAUGHTER LANE EXTENSION  
INTERLOCAL COOPERATION AGREEMENT  
CITY OF AUSTIN AND TRAVIS COUNTY**

2011 NOV 30 AM 4:47

DANA DEBEAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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

**WHEREAS**, the County and the City desire to develop and construct a section of Slaughter Lane from the eastern boundary of the Goodnight Ranch Subdivision to Thaxton Road/McKinney Falls Parkway as an initial 2-lane arterial with an additional 2 lanes as development occurs (the "Project"); and

**WHEREAS**, the Project is located within the Full Purpose Annexation Area, Limited Purpose Annexation Area, and 2 Mile Extraterritorial Jurisdiction of the City; and

**WHEREAS**, the Project forms a connecting link in the future transportation infrastructure of the City and will provide for interconnectivity to State Highway 130; and

**WHEREAS**, the Project, which is generally described and depicted in attached Exhibit "A", may be developed in multiple phases; and

**WHEREAS**, the Parties will provide for the right-of-way acquisition, design, and construction of the Project; and

**WHEREAS**, premises considered, the City desires to participate in the cost of the development and construction 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;

1. 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 City, 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 City's Public Works Director (the "City's Director") will act on behalf of the City with respect to the Project, coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Project. The City's Director will designate a City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project.

(d) If a disagreement between City and County arises regarding right-of-way acquisition, 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 City Project Manager and the County Project Manager, it shall be referred as soon as possible to the City's Director and the County Executive for resolution.

(e) As provided in the Interlocal Cooperation Act, the Parties may select the law that applies to their agreement.

2. Project Development.

(a) The County will be responsible for the management of the development of the design and construction of the Project, including (i) the development of the engineering design, plans and specifications for the roadway improvements and sidewalks, (ii) the surveying, (iii) the 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 Project, and (vi) acceptance of the completed work.

(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) or, as applicable, Title 25 for the portion of the Project located within the full purpose City limits, including the City's Heritage Tree requirements, and all other appropriate, relevant, and applicable, City requirements, unless otherwise agreed by the Parties. In addition, the County will ensure that the plans and specifications will comply with any applicable Texas Accessibility Standards.

(c) The County will ensure that the design engineer provides 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 City named as an additional insured with respect to such general liability and automobile liability coverage. The County and, to the extent set forth herein, the City 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 City 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. Notwithstanding the City's right of review, the City's failure to comment on an error or omission in the documents does not waive the requirement to meet the appropriate, relevant, and applicable City requirements.

(d) A City permit and associated fees shall be required only for any part of the Project within the City's full purpose corporate limits, provided that any "fees in lieu of" compliance with City Standards will be required for the Project. The application review process and fees for any such permit shall be the same as the process and fee requirements that the City applies to its own road projects. The City shall coordinate the City's review of any permit application.

(e) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments. The City will provide a designated review team to expedite the review process.

(f) As applicable, the County shall require the design engineer or contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the City.

3. Project Bidding & Award of Construction Contract.

The County will be responsible for overseeing the solicitation of bids for the construction of the Project based on the approved plans and specifications. Bids shall be solicited by means of a competitive process and in accordance with the County's minority and women-owned businesses policy. The County will notify the City of the lowest responsive and responsible bidder and the amount of the bid, the City will provide its funding to the County as indicated in Section 8, and the County will be responsible for any and all other funding for the Project.

4. **Additional Management Duties of the County.** The County hereby covenants and agrees to provide to the City:
- (a) four (4) hard copy sets to the City's Planning and Development Review Department and an appropriate number of sets to the City's other departments, as reasonably requested, and one (1) electronic copy of the plans and specifications for the construction of the Project at the thirty percent (30%), sixty percent (60%), and one hundred percent (100%) design complete stages for the City's review and approval;
  - (b) written responses to the City's initial plan review comments within fourteen (14) working days of receipt from the City;
  - (c) written notice of the schedule for design and the advertisement for bids, award of contract, and construction of the Project;
  - (d) 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, and such billings will include a monthly progress report with a schedule update and status of all tasks, and construction progress photographs;
  - (e) documentation and reasonably sufficient notice, not to be less than ten (10) working days of the submittal for the City to review and jointly approve the construction contractor's application for final payment with accompanying information regarding compliance with the County's minority and women-owned business policy;
  - (f) a copy of executed change orders related to the portions of the Project that are located within the City's full purpose corporate limits or that would conflict with any applicable provisions of Title 30, Austin City Code, as amended (Austin/Travis County Subdivision Regulations) or, as applicable, Title 25 for the portion of the Project located within the full purpose City limits, including the City's Heritage Tree requirements, and all other appropriate, relevant, and applicable, City requirements, unless otherwise agreed by the Parties;
  - (g) 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 City's Project Manager; and
  - (h) upon satisfactory completion of construction and any applicable warranty or construction performance period, the County will accept the portion of the Project located outside of the full purpose limits of the



City and furnish the City a copy of the record drawings of the Project for the City's records and the City will specify the format for the delivery of the working drawings.

5. **Management Duties of the City.** The City hereby covenants and agrees to:

- (a) review the submitted plans and specifications at the thirty percent (30%) and sixty percent (60%) design complete stages and review and approve the plans and specifications at the one hundred percent (100%) design complete stage by providing any initial comments within fourteen (14) working days of submittal, review and approve the County's satisfactory responses to those initial comments within seven (7) working days, and work in good faith to resolve any outstanding issues;
- (b) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues;
- (c) review any change order proposal for any portion of the Project located within the City's full purpose corporate limits and return the change order request to the County within five (5) working days of its receipt by the City's Project Manager, with a written recommendation for its disposition;
- (d) respond to requests for information within five (5) working days of receipt;
- (e) respond to requests to review and approve shop drawings within ten (10) working days of receipt;
- (f) at the option and expense of the City, perform any additional independent inspection and testing on the Project in coordination with the County's inspectors and as agreed to by the County and City Project Managers, and in a timely manner; and in connection therewith, the City will designate inspectors to make any such inspections, including any joint final inspection of the completed Project with the County. The City's inspectors shall communicate any issues to the County's inspectors only, and County inspectors will in turn communicate those issues to the construction contractor. The City's inspection and testing for acceptance of the portion of the Project located within the City for perpetual maintenance will be performed within specific times reasonably agreed upon with the County. The City agrees to pay any delay damages caused solely by its independent testing and inspection, which actually cause delays to the critical path of the Contractor's approved and accepted work schedule and which are performed more than three days after the stipulated times. The

City will not be responsible for delay claims caused solely by the County on the portion of the Work that lies within the City's full purpose jurisdiction or for any delay on work outside the City's full purpose jurisdiction.

- (g) coordinate with the City and County Project Managers, as reasonable and necessary;
- (h) immediately report any deficiencies observed in the construction of the Project in writing to the County's Project Manager;
- (i) review and jointly approve the construction contractor's application for final payment within five working days after the County delivers to the City a copy of the construction contractor's application for payment from the County;
- (j) attend meetings at the request of the County's Project Manager; and
- (k) upon satisfactory completion of construction and any applicable warranty or construction performance period and after the County's acceptance of the Project, the City will accept the portion of the Project that is located within the City.

6. 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 City, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the County and the City, for a period of one year from the date of acceptance of the Project. The City and County will be named as co-obligees on the bonds.

7. Liability. To the extent allowed by Texas law, the County and the City 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 City will be included as an 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.

8. Financial Obligations.

- (a) Within 30 days after the effective date of this Agreement, the City will pay the County \$1,500,000 as the City's not to be exceeded financial contribution to the Project, and this payment will be deposited into an escrow account with the County. The amount of the City's contribution will not be exceeded without the further approval of the City Council.
- (b) The County will pay for the remaining costs for development and construction of the Project with current funds available to the County.
- (c) Before issuing to the construction contractor a change order that relates to the portion of the Project located within the City's full purpose corporate limits or that would constitute a change under any applicable Title 30 Standards, the County shall obtain the written approval of the City for the change order.
- (d) The City agrees to pay all liquidated damages, delay damages, de-mobilization costs, re-mobilization costs, and any other associated costs of the construction contract for the Project by reason of the City's non-payment of any change order, which has been approved by the City, within ninety (90) days of the date of submittal by the County. The City is not responsible for all liquidated damages, delay damages, de-mobilization costs, re-mobilization costs, and any other costs resulting from the County's performance as project manager that are not directly related to the City's actions.
- (e) The County shall promptly notify the City of any such claim for damages and the County and the City shall negotiate for the resolution of the claim. In the event that a decision is made to litigate such a claim, the City shall be solely responsible for any or all costs recited above in Section 8(d) and the costs of litigation, including, but not limited to, attorney's fees, court costs, depositions, experts, the amount of any damages contained in a judgment or settlement, interest, and the costs of appeal.
- (f) The County Treasurer shall act as Escrow Agent for the management of the City's funds and shall deposit the funds in an interest bearing escrow account. The County shall invest the funds in accordance with the Public Funds Investment Act, and any other applicable laws or bond covenants. The interest and any unused portion of the public funds provided by the City under this agreement shall be returned to the City within sixty (60) calendar days after the completion of the Project. The County shall provide the disbursements from the City's escrow account. The County will make its records available, at reasonable times, to the City's auditors, or its independent financial

advisors or other professionals who provide arbitrage rebate calculations to the City.

- (g) The County Treasurer shall timely pay submitted Invoices for the Project. The Invoices for the Project will be paid on the basis of work completed in accordance with the approved plans and specifications. City funds will be expended on a pro rata basis with the County funds based upon percentage of work completed. Total City funds will not exceed a percentage of the total project cost based upon the percentage of roadway located within the City's full purpose jurisdiction.

9. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the County or the City 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:

CITY: Howard Lazarus, Director  
City of Austin Public Works Department  
505 Barton Springs Road  
Austin, Texas 78704

WITH A COPY TO: Gordon Bowman  
Assistant City Attorney  
City of Austin Law Department  
301 W. 2<sup>nd</sup> Street  
Austin, Texas 78701

COUNTY: Steven M. Manilla, P.E. (or successor)  
County Executive, TNR  
P.O. Box 1748  
Austin, Texas 78701

WITH A COPY TO:

David Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 291.41

- (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 City. 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.

TRAVIS COUNTY, TEXAS

By: Samuel T. Blscoe  
 Samuel T. Blscoe, County Judge

Date: 11-22-11

CITY OF AUSTIN, TEXAS

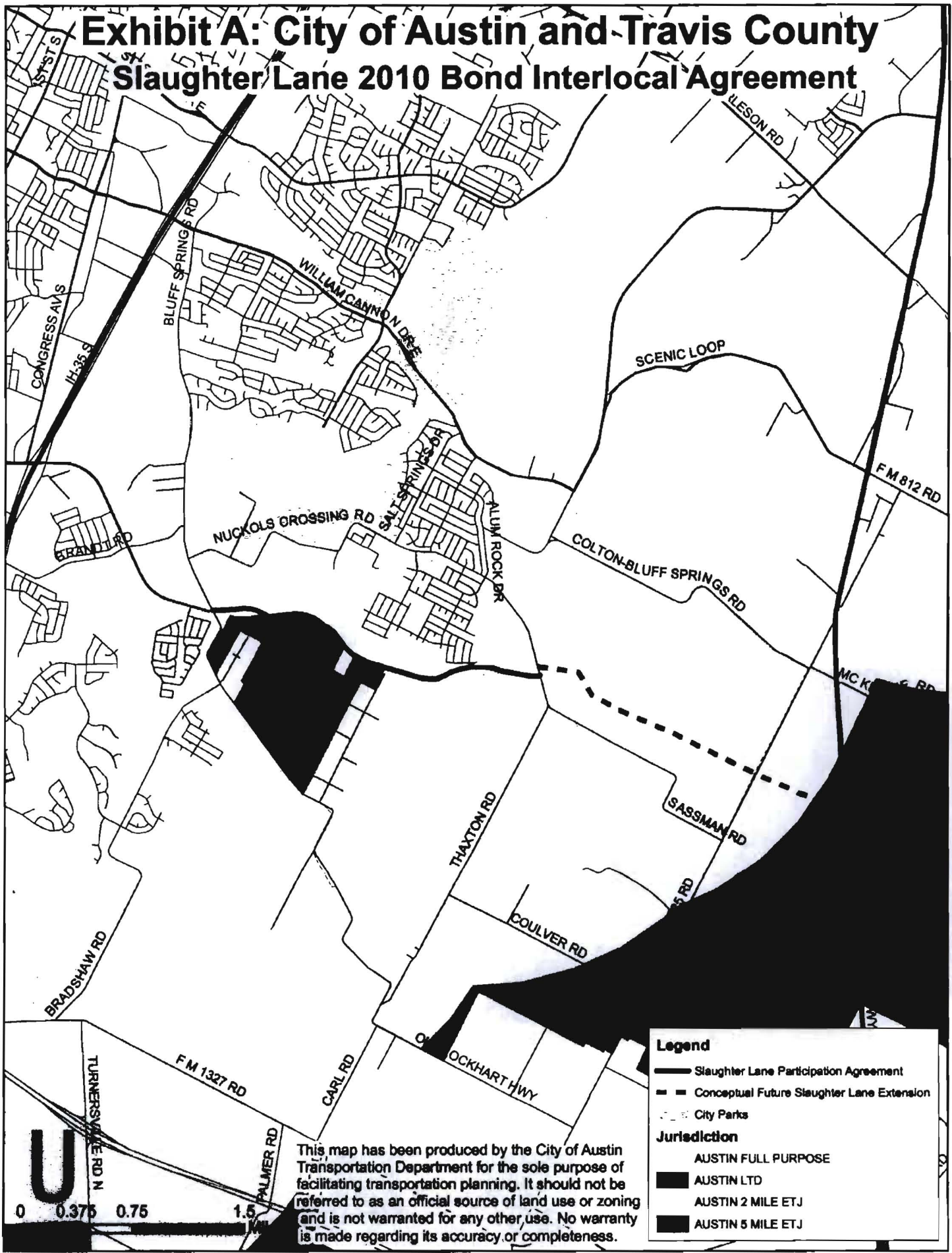
By: Robert D. Gossett, Assistant City Manager

Date: 11/21/11

Approved as to Form:

Assistant City Attorney

# Exhibit A: City of Austin and Travis County Slaughter Lane 2010 Bond Interlocal Agreement



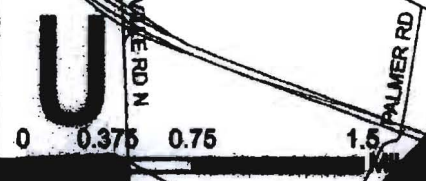
**Legend**

- Slaughter Lane Participation Agreement
- - - Conceptual Future Slaughter Lane Extension
- 🌳 City Parks

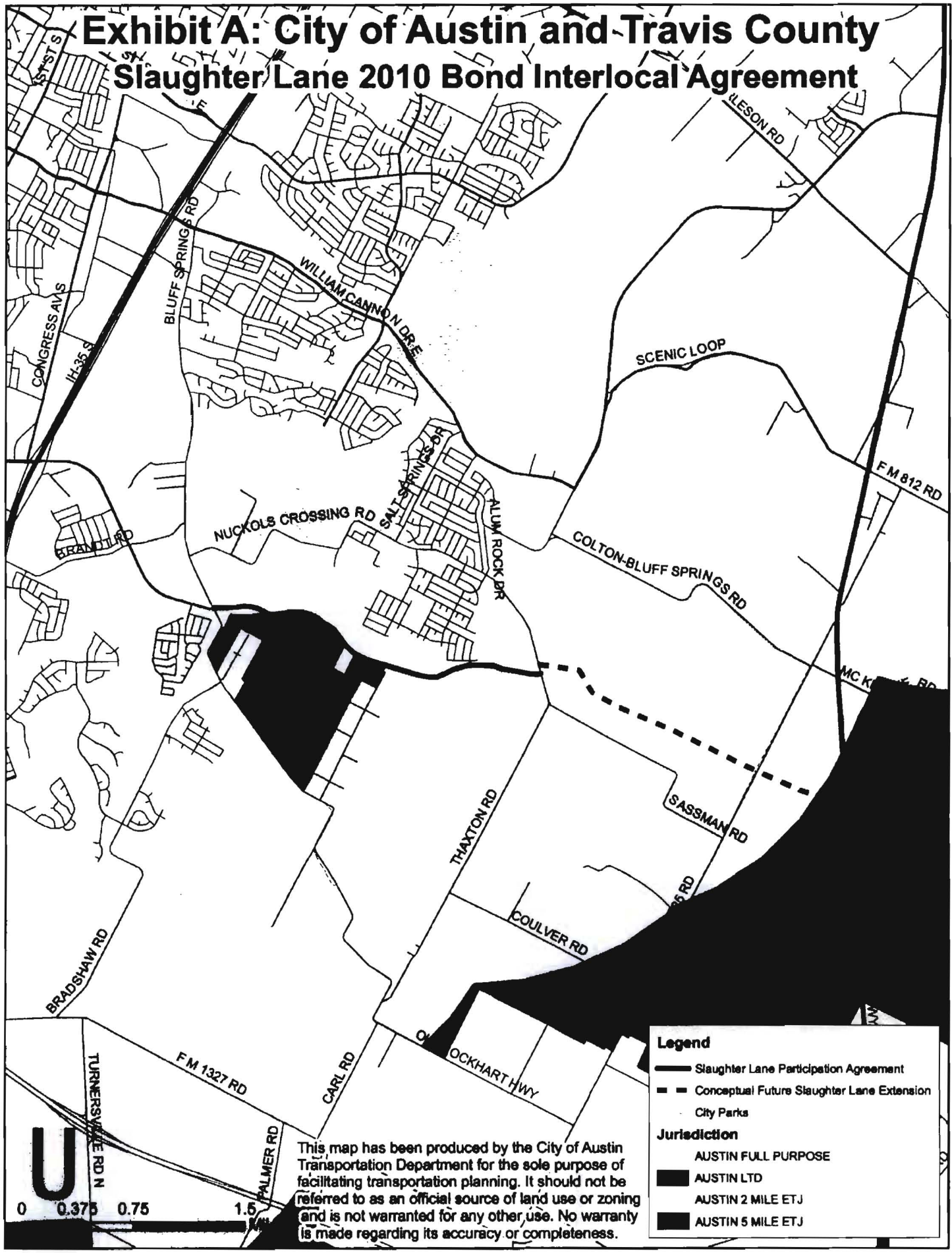
**Jurisdiction**

- AUSTIN FULL PURPOSE
- AUSTIN LTD
- ▒ AUSTIN 2 MILE ETJ
- AUSTIN 5 MILE ETJ

This map has been produced by the City of Austin Transportation Department for the sole purpose of facilitating transportation planning. It should not be referred to as an official source of land use or zoning and is not warranted for any other use. No warranty is made regarding its accuracy or completeness.



# Exhibit A: City of Austin and Travis County Slaughter Lane 2010 Bond Interlocal Agreement



**Legend**

- Slaughter Lane Participation Agreement
- - - Conceptual Future Slaughter Lane Extension
- City Parks

**Jurisdiction**

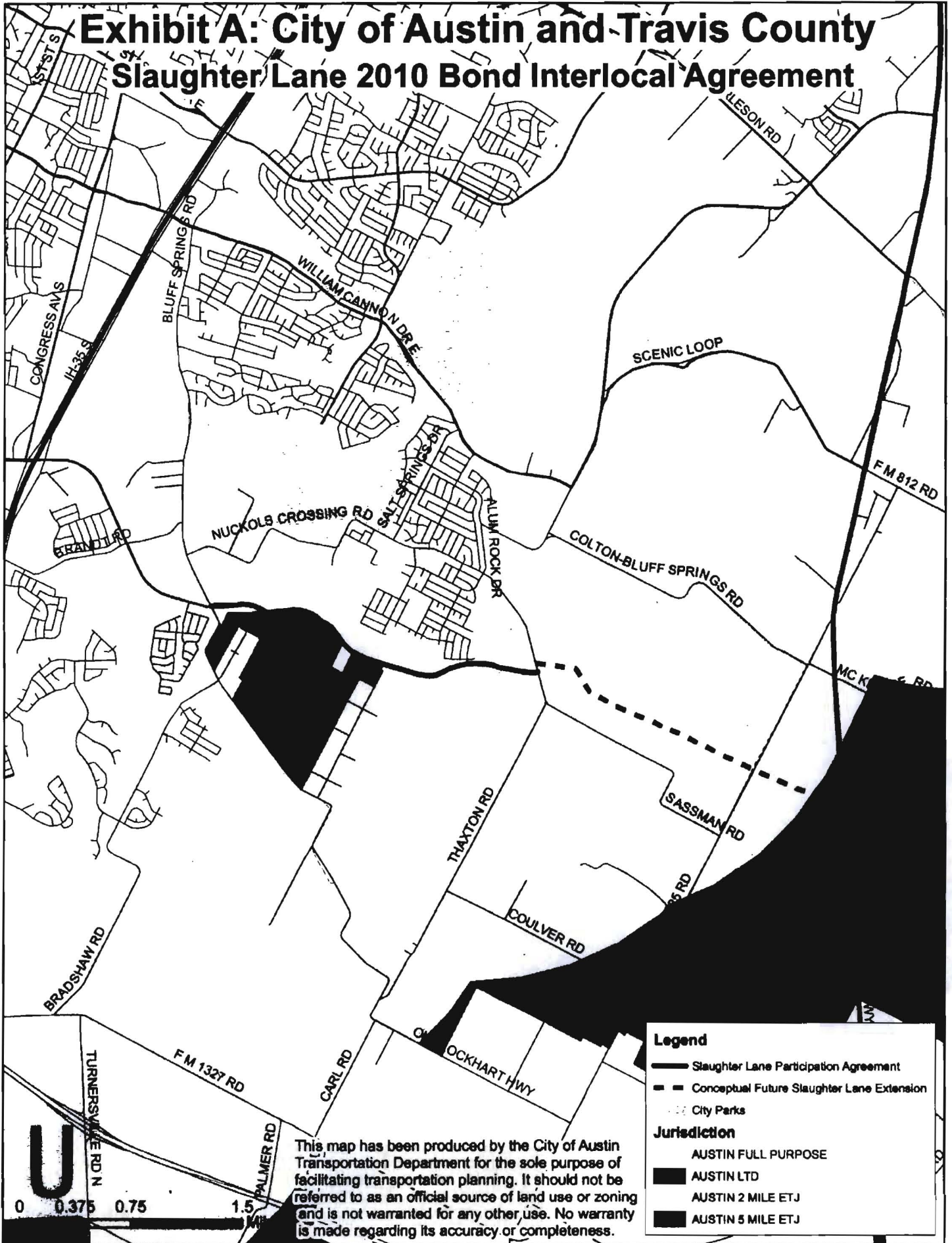
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# Exhibit A: City of Austin and Travis County Slaughter Lane 2010 Bond Interlocal Agreement

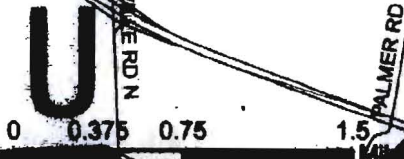


**Legend**

- Slaughter Lane Participation Agreement
- Conceptual Future Slaughter Lane Extension
- City Parks

**Jurisdiction**

- AUSTIN FULL PURPOSE
- AUSTIN LTD
- AUSTIN 2 MILE ETJ
- AUSTIN 5 MILE ETJ



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**FIRST AMENDMENT TO THE TUSCANY WAY SOUTH  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY**

**THIS First Amendment to the Tuscany Way South Interlocal Cooperation Agreement between the City of Austin and Travis County** (“Amendment”) is made and entered into by and between the City of Austin, Texas, (“City”) and Travis County, Texas (“County”), hereinafter collectively referred to as the “Parties,” upon the premises and for the consideration stated herein.

**RECITALS**

1. On November 22, 2011, the City and County entered into that certain Tuscany Way South Interlocal Cooperation Agreement (the “Interlocal”);

2. Under the Interlocal, the Parties intend to develop and construct the extension of Tuscany Way South as a four lane divided major arterial from US 290 East to Springdale Road (referred to in the Interlocal as the “Project”); and

3. The City now desires to increase its financial contribution to the Project by \$505,917;

4. The Parties intend to conform this Amendment in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.

In consideration of these recitals and mutual covenants in this Amendment, the Parties agree as follows:

1. The City agrees to increase its financial contribution to the Project by \$505,917. Within 30 days after the effective date of this Amendment, the City will pay the County \$505,917 as the City’s additional financial contribution to the Project for purchase and construction of right of way, and this payment will be deposited into an escrow account with the County.

2. Paragraph 8(a) of the Interlocal is deleted and replaced with the following:

Within 30 days after the effective date of this Agreement, the City will pay the County \$2,005,917 as the City’s not to be exceeded financial contribution to the Project for purchase and construction of right of way, and this payment will be deposited into an escrow account with the County.

3. Paragraph 9(b) of the Interlocal is deleted and replaced with the following:

(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:

CITY: Howard Scott Lazarus, Director  
City of Austin Public Works Department  
505 Barton Springs Road  
Austin, Texas 78704

WITH COPY TO: Gordon Bowman (or successor)  
Assistant City Attorney  
City of Austin Law Department  
301 W. 2<sup>nd</sup> Street  
Austin, Texas 78701

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

AND: Cyd V. Grimes, C.P.M., CPPO (or successor)  
Travis County Purchasing Agent  
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  
Attn: File No. 291.40

4. The Interlocal is amended only as set forth herein. In all other respects, the Interlocal is hereby ratified, approved, and confirmed.

5. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Amendment.

**EXECUTED AS OF THE LATER DATE SET FORTH BELOW.**

**TRAVIS COUNTY, TEXAS**

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

Date: \_\_\_\_\_

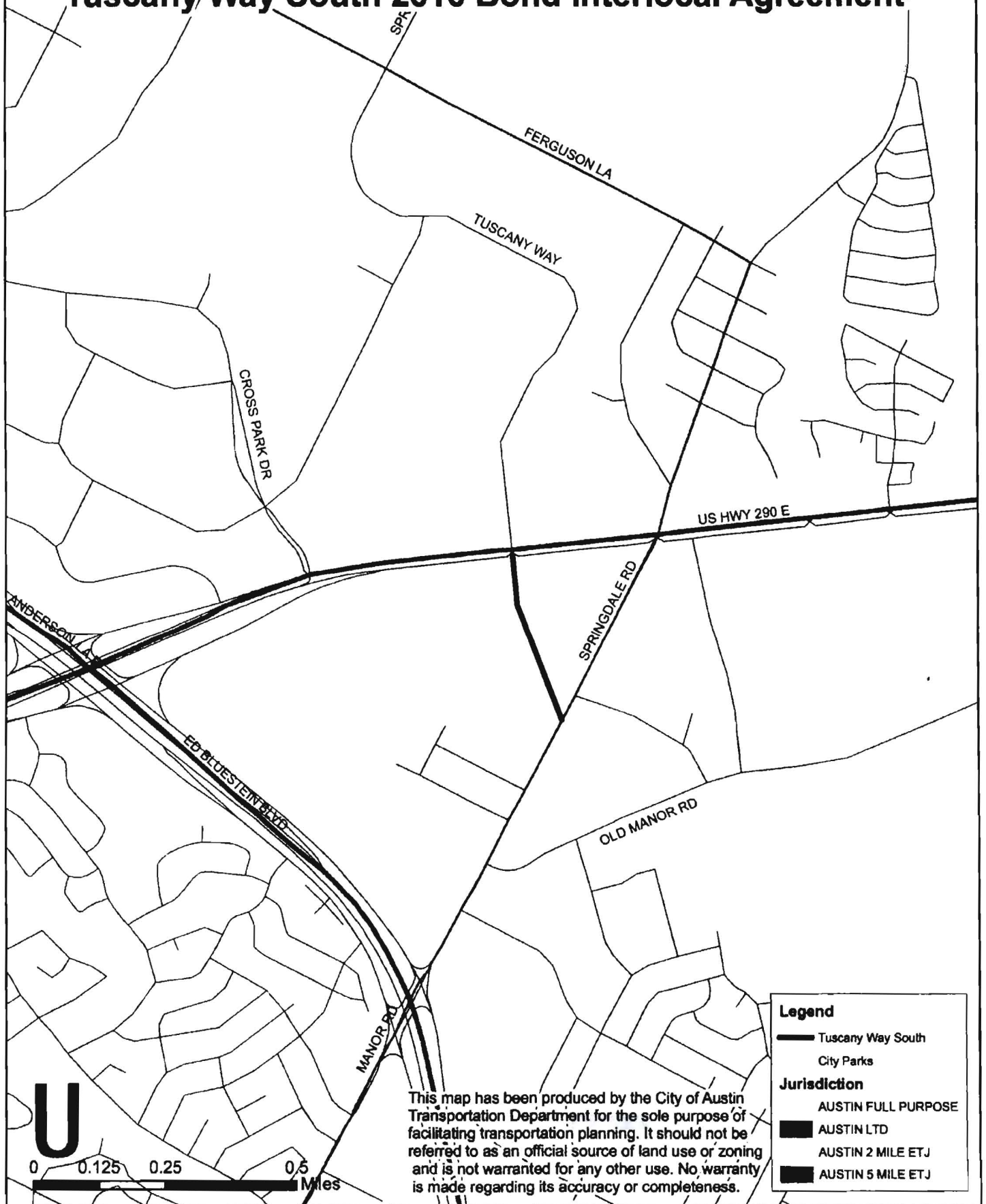
**CITY OF AUSTIN, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:



\_\_\_\_\_  
Assistant City Attorney

# Exhibit A: City of Austin and Travis County Tuscany Way South 2010 Bond Interlocal Agreement







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**Legend**

-  Tuscany Way South
-  City Parks

**Jurisdiction**

-  AUSTIN FULL PURPOSE
-  AUSTIN LTD
-  AUSTIN 2 MILE ETJ
-  AUSTIN 5 MILE ETJ