



Travis County Commissioners Court Agenda Request

Meeting Date: December 10, 2013

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and take appropriate action on a Waterline Relocation and Reimbursement Agreement between Travis County and the West Travis County Public Utility Agency (PUA) for U.S. Highway 290 Waterline Relocation Project.

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.
- Travis County is planning for the intersection of Spring Valley Road and U.S. Highway 290 to be improved, which will require the relocation of certain water lines and appurtenances located within existing PUA easements. The County requires such relocations/adjustments to occur in advance of road construction activities.
- The reimbursement amount is anticipated not to exceed \$347,662.00, and it is TNR's recommendation that this Reimbursement Agreement be approved, in the amount of \$347,662.00
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$347,662.00
 - Contract Type: Interlocal
 - Contract Period: Through construction completion
- **Contract Modification Information: N/A**
 - Modification Amount:

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

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: 300000863

Fund Center(s): 1490190000

Comments:

TRANSPORTATION AND NATURAL RESOURCES

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



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

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

FROM: *Carol B. Jost for*
Steve Manilla, County Executive – TNR

DATE: November 15, 2013

SUBJECT: Circle Drive/US 290 Intersection Improvements
Waterline Relocation and Reimbursement Agreement with West Travis County
PUA

The following is provided for your use in preparing a Commissioners Court agenda request for entering into a Waterline Relocation and Reimbursement Agreement for relocation of certain West Travis County PUA's existing water lines required for the construction of Circle Drive/US 290 Intersection Improvements.

The reimbursement amount is anticipated not to exceed \$347,662.00. Funding for this project is available from the 2011 Bond funds and is reserved under the following document:

Funds Reservation: 300000863
Fund: 4074
Fund Center: 1490190000
GL: 522040
WBS: RDCN149000010

If you have any questions or need additional information, please contact Tony Valdez at 512-854-7567.

Attachments: Agreement signed by West Travis County PUA

cc:

Cyd V. Grimes, C.P.M., Purchasing Agent
Steve Sun, P.E., TNR Public Works
Donna Williams-Jones, Isabelle Lopez, Tawana Gardner, TNR Financial Services
Jason Walker, Purchasing Buyer

Funds Reservation 300000863

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	09/26/2013
FM area	1000	Posting date	09/26/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	GARDNET	Created on	09/26/2013
Last changed by	ROMEROJ1	Last changed	11/15/2013
More Data			
Text	US 290 CIRCLE DR		
Reference			
Overall Amount	347,662.00 USD		

Document item 001			
Text	US 290 CIRCLE DR		
Commitment item	522040	Funds center	1490190000
Fund	4074	G/L account	522040
Cost center		Due on	
Vendor		Customer	
Amount	347,662.00 USD		



**WATERLINE RELOCATION AND REIMBURSEMENT AGREEMENT
(for U.S. Highway 290 Waterline Relocation Project)**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS §

THIS WATERLINE RELOCATION AND REIMBURSEMENT AGREEMENT (the “*Agreement*”) is made and entered into by and between Travis County, Texas (“*County*”), a political subdivision of the State of Texas and West Travis County Public Utility Agency (“*PUA*”), a public utility agency operating pursuant to Chapter 572, Texas Local Government Code (the County and PUA are each, a “*Party*” and are collectively the “*Parties*”).

RECITALS

WHEREAS, the PUA is the owner of certain water lines and appurtenances, located within existing PUA easements, in the vicinity of the intersection of U.S. Highway 290 and Spring Valley Road, in Travis County, Texas (hereinafter referred to as the “*Facilities*”);

WHEREAS, the County is presently planning to improve the intersection of Spring Valley Road and U. S. Highway 290, hereinafter referred to as the “*Project*”;

WHEREAS, the Project, as proposed, will require relocation of some of the Facilities, as indicated on the plans attached hereto as Exhibit A;

WHEREAS, the County requires that any waterline relocations or adjustments associated with the Project occur in advance of road construction activities; and

WHEREAS, pursuant to Chapter 791, Texas Government Code, and the general and special laws of the State of Texas, the Parties are authorized to enter into this Agreement providing for the undertaking, administration and implementation of the Agreement.

NOW, THEREFORE, be it resolved that for and in consideration of the mutual covenants, benefits and agreements hereinafter set forth, the adequacy and sufficiency of which is evidenced by the Parties’ respective execution of this Agreement, the Parties agree as follows:

AGREEMENT

1. PUA’s Real Property Interests. The Parties acknowledge and agree that the PUA possesses easements that are located within the Project area, and that such easements are superior to the County’s recently acquired right-of-way for the Project.

2. Agreement to Relocate the Facilities. By execution of this Agreement, the PUA agrees to design, plan, construct, install, replace and/or adjust the Facilities, so that the PUA's operational water lines are relocated to the general location depicted in Exhibit A, attached hereto and incorporated herein for all purposes, in accordance with the terms of this Agreement (the "**Work**"). The term Work shall also include all other costs incurred by the PUA related to such initiative, such as engineering and administrative expenses. No later than ninety (90) days of the Effective Date, the PUA will submit the scope and design fee and any construction bids to the County for review. The PUA or its subcontractor will begin the Work no later than ten (10) Working Days after receiving the County's written approval of the scope and design fee and of any construction bids; and said approval shall not unreasonably be withheld or delayed. "Working Days" means Monday through Friday excluding Travis County holidays. The PUA or its subcontractor shall use commercially reasonable efforts to perform and complete the Work in an expeditious manner.

3. Right to Reimbursement. The County agrees to reimburse the PUA for all costs and expenses incurred that are related to the Work, as more specifically described in this Section 3. Each month, the PUA shall submit itemized invoice(s) to the County for the actual costs and expenses of the Work. The County shall reimburse the PUA for such eligible costs and expenses no later than thirty (30) days after receiving each invoice.

It is currently estimated by the Parties that the costs of the Work will be the sum of THREE HUNDRED FORTY SEVEN THOUSAND SIX HUNDRED SIXTY TWO DOLLARS AND NO CENTS (\$347,662.00)(the "**Initial Estimate**"). In the event that either Party anticipates that the costs of the Work will exceed the Initial Estimate, the County shall seek approval of such excess costs from the Commissioner's Court of the County as soon as practicable; provided, however, that the PUA is not required to conduct any Work that would exceed the Initial Estimate until the Commissioner's Court approves such costs. The PUA agrees to and shall assume full responsibility in connection with the Work to be performed by the PUA. The PUA shall credit the County for the salvage value of the Facilities, if any.

4. PUA-Initiated Projects. After completion of the Work, if the PUA desires to alter, repair, replace, or upsize the Facilities, or if the PUA constructs additional water infrastructure within County right-of-way for reasons other than improvements to a roadway, then the PUA agrees to notify the County prior thereto and to furnish sketches depicting the location, type of construction, and methods to be used for protection of traffic. If, in the opinion of the County, such alteration, repair, or new construction will injure the road or endanger the traveling public, then the County shall have the right to prescribe reasonable regulations that are necessary for the protection of the road and the traveling public.

5. Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas.
6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.
7. Severability. In the event one or more of the provisions in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. Entire Agreement. This is the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written, and may be amended only by written instrument signed by both the County and PUA. NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONER'S COURT OF THE COUNTY.
9. Mediation. When mediation is acceptable to both Parties in resolving a dispute arising under this agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both Parties are satisfied with the results of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in § 154.073 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.
10. Existing Rights. PUA, by execution of this Agreement, does not waive or amend any of its rights under the existing right of way grants.
11. Third Party Beneficiaries. Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
12. Recitals. The matters and facts set out in the Recitals of this Agreement are hereby found and declared to be true and complete, and are incorporated herein for all purposes.

13. Effective Date. This Agreement is effective when executed by both Parties (the "*Effective Date*").

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, Travis County Judge

Date: _____

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: 
~~Larry Fox, President~~ → MICHAEL MURPHY VP

Date: 10/17/2013

ATTEST:

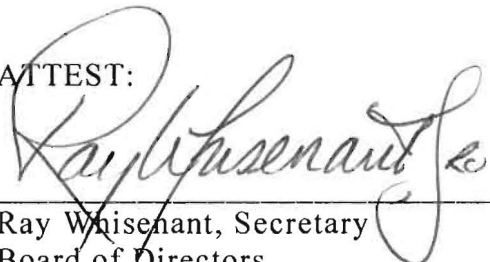

Ray Whisenant, Secretary
Board of Directors

EXHIBIT A

FACILITIES AND EASEMENT AREA

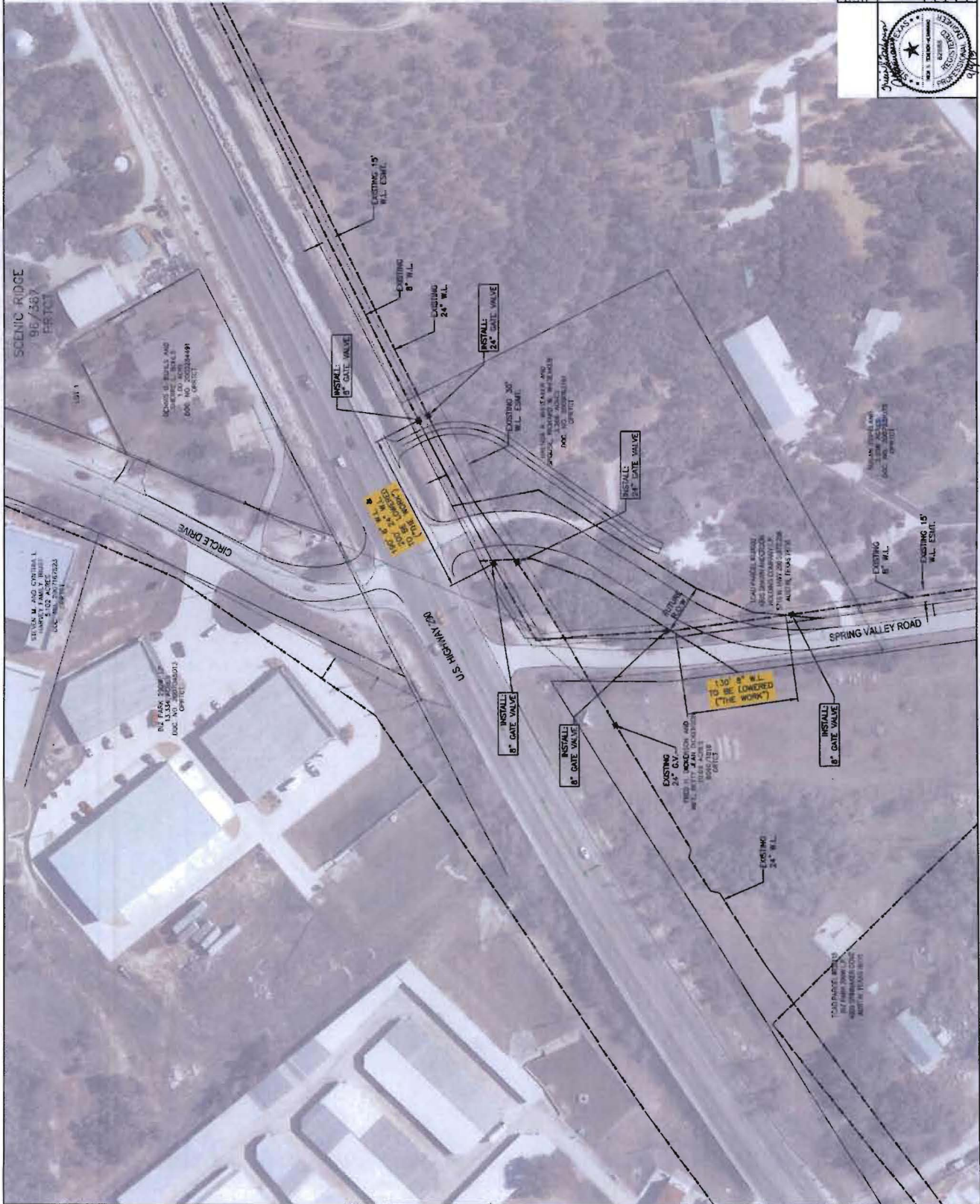


EXHIBIT 'A'

PRELIMINARY DRAWING
FOR PLANNING PURPOSES ONLY



Circle Drive / US HWY 290
INTERSECTION IMPROVEMENTS

PROJECT NO.	11-02-09	SCALE	AS SHOWN	SHEET	1 OF 1
DATE	11-02-09	DATE		DATE	
BY	BC	DATE		DATE	

