

RESOLUTION NO. 2013-91R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH HAYS COUNTY, TEXAS FOR THE RELOCATION OF CITY WATER LINES IN CONNECTION WITH THE COUNTY'S IMPROVEMENTS TO OLD BASTROP HIGHWAY (CR 266) AND PROVIDING FOR EXPENDITURES BY THE CITY IN AN AMOUNT UP TO \$98,947.00; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The attached Interlocal Agreement with Hays County (the "Interlocal Agreement") is hereby approved.

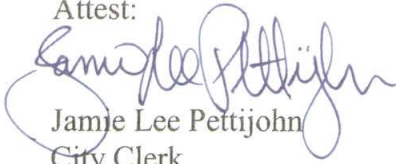
PART 2. The City Manager is hereby authorized to sign the Interlocal Agreement on behalf of the City.

PART 3. This Resolution shall become effective immediately from and after its passage.

ADOPTED on June 18, 2013.


Daniel Guerrero
Mayor

Attest:


Jamie Lee Pettijohn
City Clerk

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN MARCOS, TEXAS AND
HAYS COUNTY, TEXAS FOR THE RELOCATION OF EXISTING CITY OF SAN
MARCOS WATER LINES ALONG CR 266 FROM CENTERPOINT ROAD TO
FRANCES HARRIS LANE

This Agreement is made and entered into by Hays County, a political subdivision of the State of Texas ("County") and the City of San Marcos, Texas ("City") under the authority of Chapter 791, of the Texas Government Code. The above-cited parties are hereinafter collectively referred to as "the Parties" or "the Parties to this Agreement."

For and in consideration of the mutual agreements herein exchanged, the Parties hereby contract as follows:

Article I: Purpose and Legal Authority.

- 1.1 The purpose of this Agreement is to provide an understanding between the Parties that facilitates the adjustment, removal, and/or relocation of portions of the City water line located within and adjacent to the project limits for the County's improvement of Old Bastrop Road ("CR 266") (such adjustment, removal and/or relocation activities are hereinafter the "Water Line Relocation," as further defined below). This Agreement will delineate the responsibilities of each party regarding the Water Line Relocation.
- 1.2 This Agreement has been approved by the Hays County Commissioner's Court and the San Marcos City Council as required by §791.011 of the Texas Government Code.

Article II: Term of Agreement.

- 2.1 This Agreement is made for a term beginning on the 18th day of June 2013 (the "Effective Date") and shall remain in effect until the Water Line Relocation has been satisfactorily completed and final payment to the Contractor, as defined

below for the County's portion of the Water Line Relocation has been made by the County.

Article III: Definitions.

- 3.1 As used in this Agreement the following terms will be used.
- 3.2 "*Contractor*" means Joe Bland Construction, L.P. with which the County has, after observing and complying with the requirements of Chapter 262 of the Texas Local Government Code, entered into an agreement for the County Project, defined below.
- 3.3 "*County Project*" means highway improvements on CR 266 from Centerpoint Road to Frances Harris Lane in accordance with the 2008 Priority Road Bond election being completed by the Contractor pursuant to an agreement executed by the Hays County Commissioners Court.
- 3.4 "*Water Line Relocation*" means relocation of all City water lines required to be relocated as a result of the County Project. The locations of the affected water lines subject to the Water Line Relocation are depicted on a map attached to this Agreement as Exhibit "A".

Article IV: City's Rights and Obligations

- 4.1 City shall pay for all work to be performed by the Contractor for the County's portion of the Water Line Relocation. The engineer's estimate for this work, including contingencies, is \$98,947.00 (the "Estimated Cost"). The City shall pay the Estimated Cost to the County within thirty (30) days after the execution of this Agreement. The City shall be responsible for any other costs for the remaining

portions of the Water Line Relocation completed by the City and related activities of the City as described below.

- 4.2 City shall notify all affected residents of any water supply interruption during construction.
- 4.3 City shall coordinate shutting off water for the Contractor by operating all valves.
- 4.4 City shall be responsible for the relocation of two meters located at 4909 S. Old Bastrop Highway. City shall comply with all applicable procurement laws as to any portions of the Water Line Relocation to be completed by the City.
- 4.5 City shall provide casing for the two (2) inch pipe installed beneath the existing and future CR 266.
- 4.6 City shall provide 20 inch casing for the twelve (12) inch pipe installed beneath the future CR 266.
- 4.7 City shall remove the salvaged valves from within the County Project right-of-way.
- 4.8 City shall have a right to inspect installation of all work.

Article V: County's Rights and Obligations

- 5.1 The County shall provide general construction oversight and construction for the Water Line Relocation.
- 5.2 The County shall use payments made by the City under this Agreement solely for project costs related to the County's portion of the Water Line Relocation. If the actual cost for the County's portion of the Water Line Relocation is less than the payment made by the City under this Agreement, the County shall refund such

remaining balance to the City within thirty (30) days after completion of the Water Line Relocation.

5.3 The County, through the Contractor shall perform the following tasks as further delineated in the description of work and cost estimate attached to this Agreement as Exhibit "B":

- a. Install 61 feet of a 20 inch casing (provided by the City) across the proposed CR 266 roadway at the existing Centerpoint intersection location with each end plugged.
- b. Utilize two (2) inch pipe to relocate the two (2) service connections for the property located at 4909 S. Old Bastrop Highway.
- c. Reconnect two (2) meters after relocation by the City.
- d. Cover the existing reclaimed water line crossing of CR 266 near Frances Harris Lane with six (6) inches of flowable fill cap across the full width of the proposed roadway and ditch.
- e. Relocate the existing two (2) inch water line to approximately three (3) feet from the east side right-of-way of CR 266 from Posey Road to approximately 2,700 feet. The pipe will be direct buried with a minimum of three (3) foot cover.
- f. Relocate the existing 12 (twelve) inch waterline crossing at the intersection of Posey Road and CR 266 as shown in Exhibit "A". Casing shall be provided by the City, and casing spacers shall be provided by the Contractor.

- g. Complete the tie-ins to the existing 12 (twelve) inch water line on the west side of CR 266 and to the existing six (6) inch water line on the east side of CR 266 at Posey Road at the same time. The City will be responsible for shutting off the water during the tie in.
 - h. Salvage existing valves in the intersection of CR 266 and Posey Road.
 - i. Plug the existing lines near the intersection of CR 266 and Posey Road.
- 5.4 County shall comply with all applicable procurement laws as to any portions of the Water Line Relocation performed by the County.

Article VI: Amendments.

- 6.1 This Agreement can be amended only by written approval of the Hays County Commissioners Court and the San Marcos City Council.

Article VII: Authorization to Sign.

- 7.1 Bert Cobb, Hays County Judge, is authorized to sign this Agreement on behalf of Hays County, Texas. James R. Nuse, P.E., City Manager, is authorized to sign this Agreement on behalf of the City of San Marcos, Texas.

Article VIII: Representations.

- 8.1 City and County each make the following representations to each other as inducements to enter into this Agreement:
- a. That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder;
 - b. That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement;

- c. That the officer who signed this Agreement has the legal authority to sign documents on its behalf; and

Article IX: Severability.

- 9.1 If any clause, sentence, paragraph or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

Article X: Entire Agreement.

- 10.1 This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided in Article IX above.

Article XI: Interpretation.

- 11.1 The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

Article XII: Applicable Law and Venue.

12.1 This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

Article XIII: Coordination Prior to Beginning Work

13.1 Before any Party begins work under this Agreement, the authorized representatives of each Party will coordinate with each other and will establish a schedule of tasks, sequencing of events and timelines necessary to implement the purposes of this Agreement.

EXECUTED IN DUPLICATE ORIGINALS THIS 20 DAY OF June 2013.

CITY OF SAN MARCOS, TEXAS

HAYS COUNTY, TEXAS




JAMES R. NUSE, P.E.
CITY MANAGER



BERT COBB, M.D.
COUNTY JUDGE

ATTEST:



JAIME LEE PETTIJOHN
CITY CLERK



ATTEST:



LIZ GONZALEZ
HAYS COUNTY CLERK

APPROVED AS TO FORM:



Michael J. Cosentino, City Attorney

APPROVED AS TO FORM



Mark Kennedy, Attorney for Hays County

Exhibit A

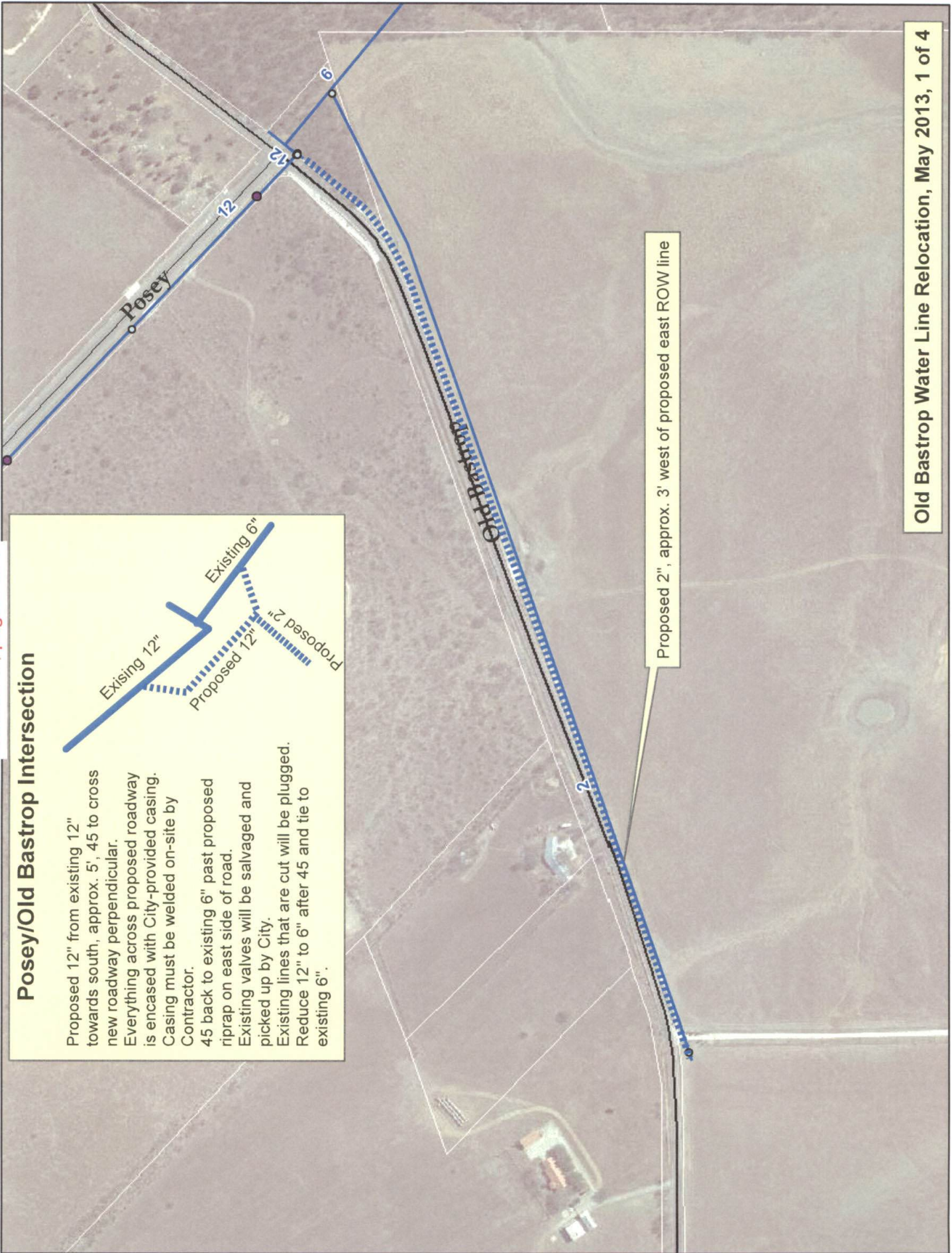
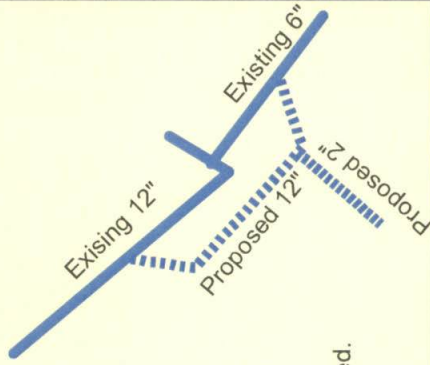
Water Line Relocation Description and Map of Affected City Water Lines
(Next Page)

Posey/Old Bastrop Intersection

Proposed 12" from existing 12" towards south, approx. 5', 45 to cross new roadway perpendicular. Everything across proposed roadway is encased with City-provided casing. Casing must be welded on-site by Contractor.

45 back to existing 6" past proposed riprap on east side of road. Existing valves will be salvaged and picked up by City.

Existing lines that are cut will be plugged. Reduce 12" to 6" after 45 and tie to existing 6".





Old Bastrop near Horace Howard
Contractor extend service line across proposed roadway.
Line across roadway will be encased with City-provided casing.
City will relocate existing meters.
Contractor will tie to relocated meters.



Centerpoint/Old Bastrop Existing Intersection
install City-provided casing across the entire
proposed roadway and plug ends



Centerpoint/Francis Harris

Existing reclaimed water lines need 6" flowable fill cap under proposed roadway and ditch

Old Bastrop

Francis Harris

Exhibit B

Description of Work and Cost Estimate for
County Portion of Water Line Relocation

(Next Page)

EXHIBIT B, COST ESTIMATE

Schedule of Values Hays County CR 266

Joe Bland Construction

13111 Dessau Road

Austin, TX 78754

Contact: Dave Burrough

Phone: 512-821-2808

Fax:

Quote To: Jennifer Shell, P.E.
City Engineer
City of San Marcos

Job Name: Hays Co. CR 266
Date of Plans: January 7, 2013
Revision Date: CoSM Dated May 17, 2013
Relocation City of San Marcos Water
Utilities on CR 266

Phone:
Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	City of San Marcos Water Relocation CR 266				
	20" CASING CROSSING THE PROP ROADWAY COSM CASING	61.00	LF	205.00	12,505.00
	2" HDPE RELOC COMMISSIONER'S SERV THRU SM CASING	260.00	LF	48.00	12,480.00
	CONNECTIONS EXISTING LINE AND NEW METERS	4.00	EA	50.00	200.00
	ENCASE EXISTING RECLAIMED WATER LINES	40.00	LF	60.00	2,400.00
	NEW 2" WATER LINE STA. 142-115	2,700.00	LF	6.00	16,200.00
	NEW 12" CARRIER PIPE IN 20" CASING	213.00	LF	175.00	37,275.00
	TIE INTO EXISTING 12" & 6" LINES	2.00	EA	2,433.50	4,867.00
	REMOVE ESISTING VALVES (SALVAGED TO BE PICK UP SM	4.00	EA	250.00	1,000.00
	Total City of San Marcos Utility Relocation				\$86,927.00

plus \$3,025 for additional traffic control

10% contingency = \$,8,995

New Total - \$98,947