

**INTERLOCAL AGREEMENT REGARDING  
RELOCATION OF WATER SYSTEM IMPROVEMENTS  
CR 111- FM 1460 to SH 130 PROJECT**

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

**THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (“Agreement”)** is entered into between Jonah Special Utility District (the “**District**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the District and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

**WHEREAS**, the County is and has been in the process of designing and improving CR 111, the location of which is shown on Exhibit “A”, attached hereto (the “**County Project**”); and

**WHEREAS**, some of the proposed County Project includes the widening of the right-of-way into easements in which the District’s water system improvements are or will be located; and

**WHEREAS**, the Parties have determined that, because of the County Project, the relocation of District water lines is necessary (the “**Relocation Project**”); and

**WHEREAS**, plans and specifications for the relocation of the District water lines affected by the County Project are being prepared by the District (the “**Plans**”); and

**WHEREAS**, this Agreement sets forth the terms and conditions pursuant to which the County will relocate the District’s waterlines in certain segments of the County Project.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.  
GENERAL PROVISIONS**

**1.01 General.** The purpose of this Agreement is to provide for the County’s relocation and construction of the Relocation Project caused by the County’s construction of the County Project.

**1.02 County Relocation of Waterlines.** The County must, at its own expense, pay all costs related to the Relocation Project in accordance with the Plans. As stated below, the County must reimburse the District for the reimbursable percentage of costs related to the design of the Plans.

**1.03 County to Obtain Easements.** The County must acquire at its own expense all necessary easements required by the District for the Relocation Project as shown in the Plans. This agreement specifically allows the County's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the District. The form of the easement must be approved by the District prior to acquisition. The District is not responsible for costs associated with easement acquisition for the County Project or Relocation Project.

**1.04 County to Obtain Permits.** The County must secure all permits required for construction of the County Project and the Relocation Project, and for the costs associated with the permits. The District is not responsible for costs associated with permitting of the County Project or Relocation Project.

**1.05 District Obligations.** The District is responsible for the design of the Plans including specifications. The District will submit invoices for design costs to the County, and the County must reimburse 69.83% of District's costs pursuant to the Prompt Payment Act, Chapter 2251 of the Texas Government Code.

**1.06 Continuation of Service.** The County agrees that both the County Project and the Relocation Project must be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the prolonged loss of water service to any such customers.

## **II. CONSTRUCTION OF PROJECT**

**2.01 General.** The Parties mutually acknowledge and agree that the County will, at its own expense, construct all physical improvements that constitute the County Project and the Relocation Project. The County and the District agree that the County is responsible for 84.34% of the construction costs of the Relocation Project not including betterment costs (estimated at \$2,367,166) and the District is responsible for 15.66% of the construction costs of the Relocation Project plus all costs associated with the betterments (estimated at \$1,022,562). Collectively, these shares are referred to as the Construction Costs.

**2.02 Calculation of Betterment Costs.** The District's engineer has worked with the County's engineer to determine betterment percentages by calculating the Engineer's Opinion of Probable Cost ("EOPC") for the construction of water lines that are larger than the original lines they are replacing ("betterment construction") and the EOPC for the construction of water lines that are the same size as the original lines ("like-kind" replacement construction"), then by determining the percentage of the "like-kind" cost versus the betterment cost. The calculated betterment ratio is 17.2%.

**2.03 Assignment of Easements.** The County will, at its own expense, acquire easements for the following parcels as described in Exhibit "B", attached hereto: 10, 18, 19, 21, 25, 27, 28, 30, 31, 32, 50. The easements' locations and widths shall be agreed upon by the District and the

County, and the easements shall be assigned by the County to the District upon completion of construction of the Relocation Project.

**2.04 Abandonment of Easements.** The County will credit the District \$30,000 towards the District's share of the Construction Costs for the District's abandonment of the easements described in Exhibit "C" along CR110N from CR 110 Sta. 323+64 to Sta. 349+35.

**2.05 Payment and Maintenance.** The District's share of the Construction Costs will be due and payable to the County 30 days after the District provides written acceptance of the completed Relocation Project. After acceptance, the District will own and maintain the facilities included within the Relocation Project.

**2.06 Construction Plans.** The District must submit the Plans related to the Relocation Project, and any changes or modifications thereto, to the County for review and approval prior to the County commencing construction. The Relocation Project will be jointly bid and constructed as part of the County Project.

**2.07 Inspection.** The District may inspect the relocation of the waterlines during construction. If the District's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the District, the County must cease construction until the deficiency can be identified and a corrective plan of construction implemented with the written agreement of the District.

**2.08 Insurance, Bonds and Warranties.** The County must require the contractor for the County Project to name the District as an additional insured on any policies related to the County Project or Relocation Project. The County must require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the District for the County Project and Relocation Project in amounts satisfactory to the District. The County must transfer any warranties for the Relocation Project to the District upon final completion and the District's written acceptance of the Relocation Project.

**2.09 Future relocations.** Should the County or its successors require the relocation of the District water system improvements previously relocated by this Agreement for **24" Waterline G (Sta. 9+95 to Sta. 10+56.5 and Sta. 27+82 to Sta. 29+02) and 4" Waterline H (Sta. 0+14.3 to Sta. 7+17.7)** the County shall, at its own expense, be responsible for all costs associated with said relocation, including the acquisition of new easements, if necessary. The obligations of this section survive any termination of this Agreement.

**2.10 Betterment Costs.** Any betterments requested by the District will be included in the Plans, and the District will solely be responsible for all costs associated with the betterments, as calculated above.

**2.11 Other Costs.** The County must reimburse the District for the reimbursable percentage of costs incurred by the District for inspections, permitting, engineering and legal services related to the Relocation Project in accordance with the Texas Prompt Payment Act.

**2.12 As-Built Drawings.** Upon completion of construction of the Relocation Project, County will provide District with the as-built drawings of the Relocation Project.

### **III. DISPUTES**

#### **3.01 Material Breach; Notice and Opportunity to Cure.**

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party must make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party must commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice that may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party must mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

**3.02 Equitable Relief.** In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the non-defaulting Party may request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party will be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

**3.03 Agreement's Remedies Not Exclusive.** The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

### **IV. GENERAL PROVISIONS**

**4.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**4.02 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent

jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**4.03 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement must be paid from current revenues available to the Party for such purpose.

**4.04 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**4.05 Effective Date.** This Agreement is effective from the date of execution by the authorized representative of each Party.

**4.06 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project or Relocation Project shown in the Plans.

**4.07 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**4.08 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

**4.09 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**DISTRICT:**

Jonah Water Special Utility District  
4050 FM 1660  
Hutto, Texas 78634  
Attn: General Manager  
Telephone: (512) 759-2983

With a copy to:

John Carlton  
The Carlton Law Firm, P.L.L.C.  
4301 Westbank Drive, Suite B-130  
Austin, Texas 78746  
Facsimile: (512) 900-2855  
[john@carltonlawaustin.com](mailto:john@carltonlawaustin.com)


**COUNTY:**

Williamson County  
710 Main Street, Suite 101  
Georgetown, Texas 78626  
Attn: Judge William Gravell, Jr.  
Telephone: (512) 943-1577


**4.10 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**4.11 Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**ATTEST:**

  
\_\_\_\_\_  
Secretary  
Erica Guerrero, Executive Assistant

**JONAH WATER SPECIAL UTILITY  
DISTRICT:**

By:   
\_\_\_\_\_  
Printed Name: Bill Brown  
Title: General Manager  
Date: June 2, 2022

**ATTEST:**

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Nancy Rister, County Clerk

By: \_\_\_\_\_  
William Gravell, Jr., County Judge

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

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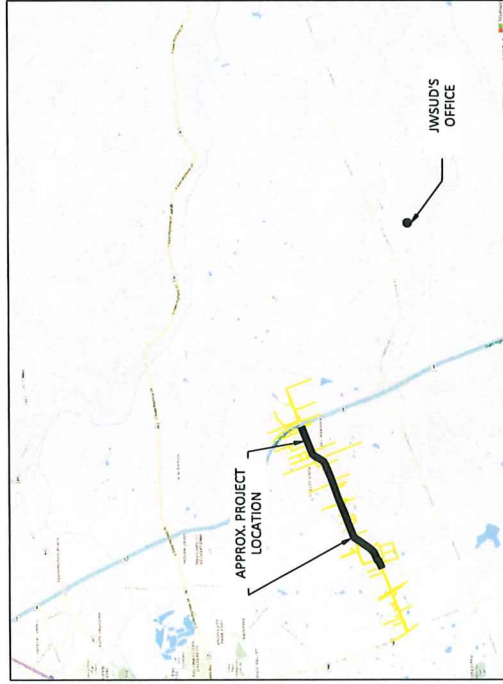




4050 FM 1660  
HUTTO, TEXAS 78634  
1-512-759-1286  
PWS ID 246002  
CCN ID 10970

# 2021 - CR 111, UTILITY ADJUSTMENTS

- GENERAL CONSTRUCTION NOTES**
1. THESE PLANS DO NOT INDICATE DETAILED TOPOGRAPHY, AND IT SHALL BE THE RESPONSIBILITY OF THE BIDDING CONTRACTOR TO OBTAIN THE NECESSARY TOPOGRAPHIC DATA AND DETERMINE LOCATIONS OF VARIOUS TOPOGRAPHIC FEATURES THAT COULD AFFECT CONSTRUCTION METHODS.
  2. THE CONTRACTOR SHALL NOTIFY:
    - 2.1. THE TxDOT HIGHWAY MAINTENANCE FOREMAN
    - 2.2. THE TARRANT COUNTY COMMISSIONER
    - 2.3. COUNTY COMMISSIONER
    - 2.4. APPLICABLE UTILITY COMPANIES48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY HIGHWAY OR RAILROAD AND IN ADVANCE OF ANY CONSTRUCTION OF ANY OTHER TYPE OF CONSTRUCTION.
  3. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND CHAPTER 290 SUBCHAPTER D.
  4. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
  5. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF WATER SUPPLY SHALL BE ACCEPTED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.
  6. WITH THE MANUFACTURER'S INSTRUCTIONS.
  7. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.
  8. COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM 48 HOURS IN ADVANCE.
  9. ANY AND ALL OBJECTS THAT BECOME DAMAGED AND/OR DESTROYED BY THE CONSTRUCTION OF THIS PROJECT SHALL BE REPLACED OR REPAIRED TO BE EQUAL TO OR BETTER THAN THAT WHICH EXISTED JUST PRIOR TO THE INCIDENT OR INCIDENTS.
  10. PROPERTY OWNERS SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE PROPERTY OWNER AND OBTAIN ACCESS TO THE PROPERTY PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL TAKE STEPS TO ASSURE THAT ACCESS IS ACHIEVED IN THE PERIODS OF THE CONTRACTOR'S ABSENCE.
  11. TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH TCRP 1-11.12 THROUGH TCRP 1-60.12. SEE <https://www.txdot.state.tx.us/invest/gbbschart/gnd/serve/standards/tcrp.htm> FOR SHEETS.



- PROJECT SPECIFIC NOTES:**
1. SCHEDULE ALL PLANNED INTERRUPTIONS TO WATER SERVICE WITH JONAH WATER S.U.D. AT LEAST 48 HOURS IN ADVANCE.
  2. FIELD VERIFY DEPTH AND LOCATIONS OF ALL EXISTING APPLICABLE UTILITIES.
  3. COORDINATE AND GIVE PROPER NOTICE TO OWNER OF POSSIBLE INTERRUPTIONS TO SERVICE.
  4. ALL COMPONENTS OF THIS PROJECT SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
  5. METER RECONNECTIONS SHALL INCLUDE: NEW METER BOX, SERVICE LINE, SERVICE TAP, CURB STOP, ANGLE STOP, AND METER COUPLING. EXISTING METER IS TO REMAIN.



T.B.P.E. F-16387  
P.O. Box 24189  
WACO, TX 76702  
PH. 254-744-3439  
MILES@DAYOTECON.COM

SHEET 498

OWNER

JONAH WATER S.U.D.  
2021 - CR 111, UTILITY ADJUSTMENTS

CIVIL ENGINEER

DATE APPROVED

10/8/21

APPROVED

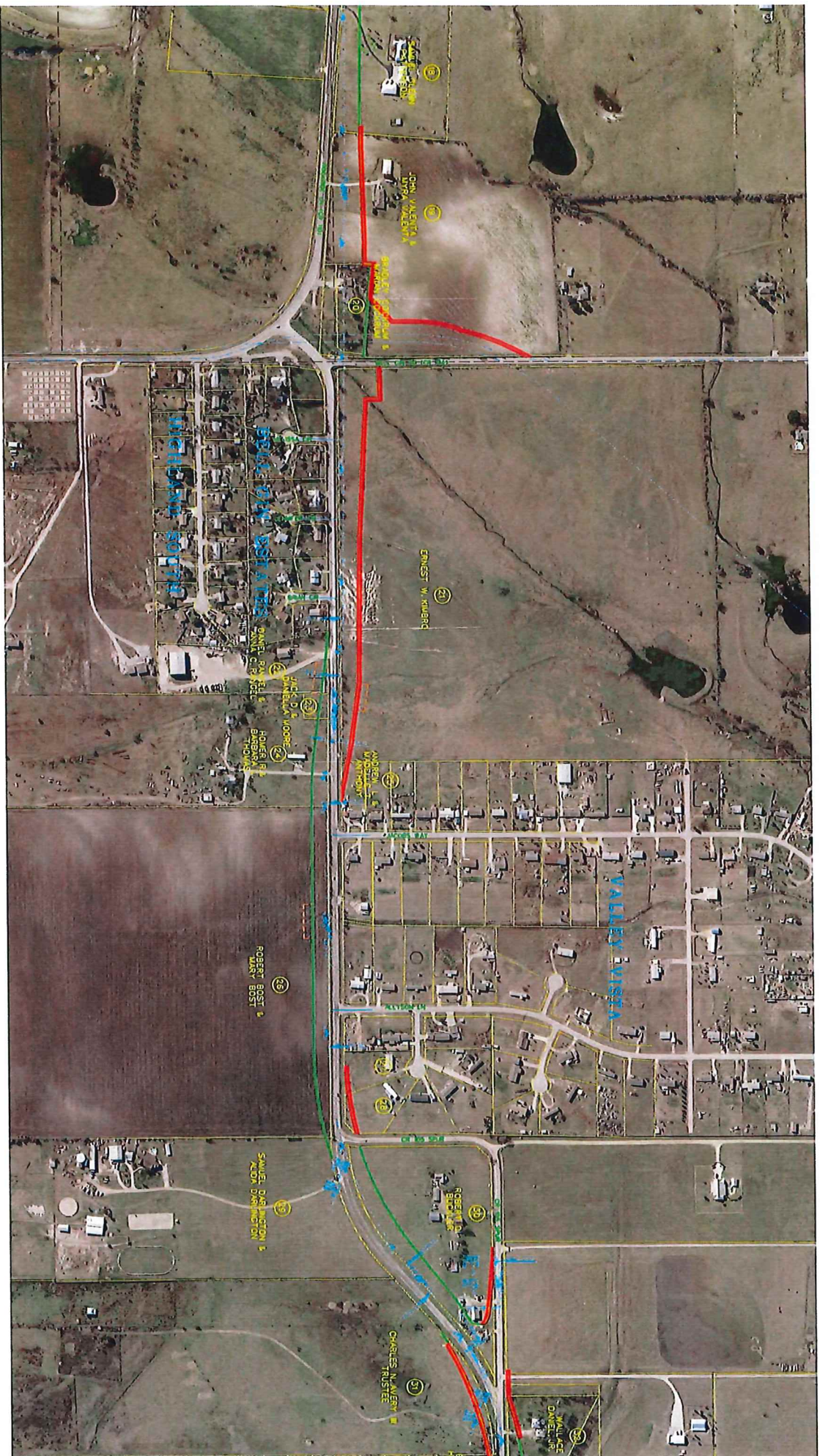


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