

## STANDARD UTILITY AGREEMENT

U-Number: **U12274**

County: Williamson  
ROW CSJ: 0204-03-042  
Highway Project Letting Date: 11/1/2008

Highway: US 79, Sect. 3  
From: FM 3349 (E. Hutto)  
To: CR 402

This Agreement by and between Williamson County, ("**County**"), and Jonah Water Special Utility District, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of **Utility** and **County**.

**WHEREAS**, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and approved by the Texas Department of Transportation and the Federal Highway Administration within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work:

- Utility will acquire the necessary easements for the relocation of Utility facilities in conflict with the US 79, Sect. 3 project.
- County to design and construct replacement facilities of a 12" water line the length of the existing facilities (3", 4", & 8").

; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

**WHEREAS**, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

### NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in **easement acquisition** for **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

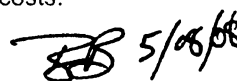
The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations.

The **Utility** agrees to develop **easement acquisition** costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make payment within 30 days of approved invoice.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently until completion.

The **County** will, upon satisfactory completion of the **easement acquisition** and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 100 percent (100%) of the costs.

 5/8/08

In addition, the **County** will design and construct replacement facilities of a 12" water line the length of the **Utility's** existing facilities (3", 4", & 8") and as more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A". **County's** construction of replacement facilities will be completed in a manner that minimizes the disruption of service to **Utility's** customers being served by its existing facilities.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
- ~~3. Utility's Accounting Method (Attachment "B");~~
- ~~4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");~~
- ~~5. Statement Covering Contract Work - ROW-U-48 or Wilco-U-48 (Attachment "D");~~
- ~~6. Eligibility Ratio (Attachment "E");~~
- ~~7. Betterment Calculation and Estimates (Attachment "G");~~
- ~~8. Proof of Property Interest - ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment "H");~~
- ~~9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I"); and~~
- ~~10. Utility Joint Use Acknowledgment - ROW-U-JUA or Wilco-U-80A (Attachment "E").~~

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.


This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the County Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the **easement purchase** at its own risk.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

Initial	Date
	5/08/08

UTILITY

Utility: Jonah Water SUD  
Name of Utility

By:   
Authorized Signature

Bill Brown  
Print or Type Name

Title: General Manager

Date: 5/08/08

WILLIAMSON COUNTY

By:   
Authorized Signature

DAVE A. GATTIS  
Print or Type Name

Title: County Judge

Date: 5-14-08

Initial

Date