

STANDARD UTILITY AGREEMENT

County: Williamson

Project No.: _____

Highway Project Letting Date: November 2016

Highway: IH-35 at CR 305

From: Approx. 0.1 Miles North of Existing CR 305

To: Approx. 0.2 Miles South of Existing CR 305

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

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and 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: relocation of existing water line; 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 **County** 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 adjustment, removal, and/or relocation of **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. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment 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 intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

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 Schedule of Work and Estimated Date of Completion (Attachment "B");
4. Eligibility Ratio (Attachment "C");
5. Betterment Calculation and Estimates (Attachment "D");
6. Proof of Property Interest – ROW-U-1A(Wilco) (Attachment "E");
7. Copy of Approved TxDOT Online Installation Permit (Attachment "F"); and
8. Inclusion in Highway Construction Contract (if applicable) (Attachment "I").

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 State and/or 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 State 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.

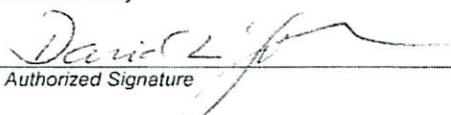
The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

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

UTILITY

Utility: Jarrell Schwertner Water
Name of Utility

By: 
Authorized Signature

David L. Yohe
Print or Type Name

Title: General Manager

Date: 10-25-16

WILLIAMSON COUNTY

By: 
Authorized Signature

DAR A GATTI
Print or Type Name

Title: County Judge

Date: 02-23-2017

Attachment A

Plans, Specifications, and Estimated Costs

CR 305 Water Line Improvement Summary of Estimated Reimbursable Cost

Total Opinion of Probable Construction Cost

Project OPC (Construction)	\$	74,750.00
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Professional Basic Service

P1	Engineering Design Services/Plan Preparation	\$	5,620.00
P2	Bidding Services	\$	3,310.00
P3	Project Construction Administrations	\$	<u>3,390.00</u>
	Total Basic Services	\$	12,320.00

Professional Special Services

P4	Daily On-Site Representation	\$	<u>14,140.38</u>
	Total Special Services	\$	14,140.38

	Total Profession Services	\$	26,460.38
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	Total Project Cost	\$	101,210.38
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Total Reimbursable Project Costs (100% of Total Project Cost)	\$	101,210.38
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Note:

Professional Basic and Special Services will be invoiced to Jarrell Schwertner Water Supply Corporation and submitted from reimbursement by the Corporation.

Total Reimbursable Project Cost is based off 100% of the project that is considered reimbursable. This calculation is based off the attached AFA Agreement between Williamson County, TxDOT and Jarrell Schwertner Water Supply Corporation.

Kasberg, Patrick & Associates, LP

Jarrell-Schwertner W.S.C

CR 305 Water Line Improvements

PRELIMINARY OPINION OF PROBABLE COST

November 21, 2016

Item No.	Description	Estimated Quantity	Unit Price	Extension Total
1	Mobilization, Bonds and Insurance	100% LS	\$ 3,700.00	\$ 3,700.00
2	Preparation of Right-of-way	100% LS	1,500.00	\$ 1,500.00
3	Implement Barricade, Signing and Traffic Safety Plan	100% LS	1,500.00	\$ 1,500.00
4	Stormwater Pollution Prevention Plan	100% LS	750.00	\$ 750.00
5	Silt Fence	825 LF	2.00	\$ 1,650.00
6	Trench Safety Plan Preparation	100% LS	750.00	\$ 750.00
7	Implement Trench Safety Plan (Pipe)	825 LF	1.00	\$ 825.00
8	6" C900 DR 18 PVC WL	825 LF	45.00	\$ 37,125.00
9	3/4" Diameter PVC SCH 40 Service Line	140 LF	10.00	\$ 1,400.00
10	12" Diameter Steel Encasement by Open Cut	45 LF	75.00	\$ 3,375.00
11	6" Gate Valve	2 EA	1,500.00	\$ 3,000.00
12	6" X 2" Reducer	2 EA	750.00	\$ 1,500.00
13	6" 11-1/4° Pipe Bend	3 EA	375.00	\$ 1,125.00
14	6" 22-1/2° Pipe Bend	2 EA	375.00	\$ 750.00
15	6" 45° Pipe Bend	4 EA	375.00	\$ 1,500.00
16	Cut and Cap 2" Waterline	2 EA	750.00	\$ 1,500.00
17	Connect to Existing Single Service Connections	4 EA	750.00	\$ 3,000.00
18	Tie into Existing 2" Waterline	2 EA	750.00	\$ 1,500.00
19	Pressure Testing Water Pipe	100% LS	1,500.00	\$ 1,500.00
20	Gravel Driveway Repair	25 LF	25.00	\$ 625.00
21	Asphalt Driveway Repair	25 LF	50.00	\$ 1,250.00
22	Concrete Driveway Repair	25 LF	125.00	\$ 3,125.00
23	Hydromulching	1,800 SY	1.00	\$ 1,800.00

Construction Cost \$ 74,750.00

Summary of Professional Basic Services

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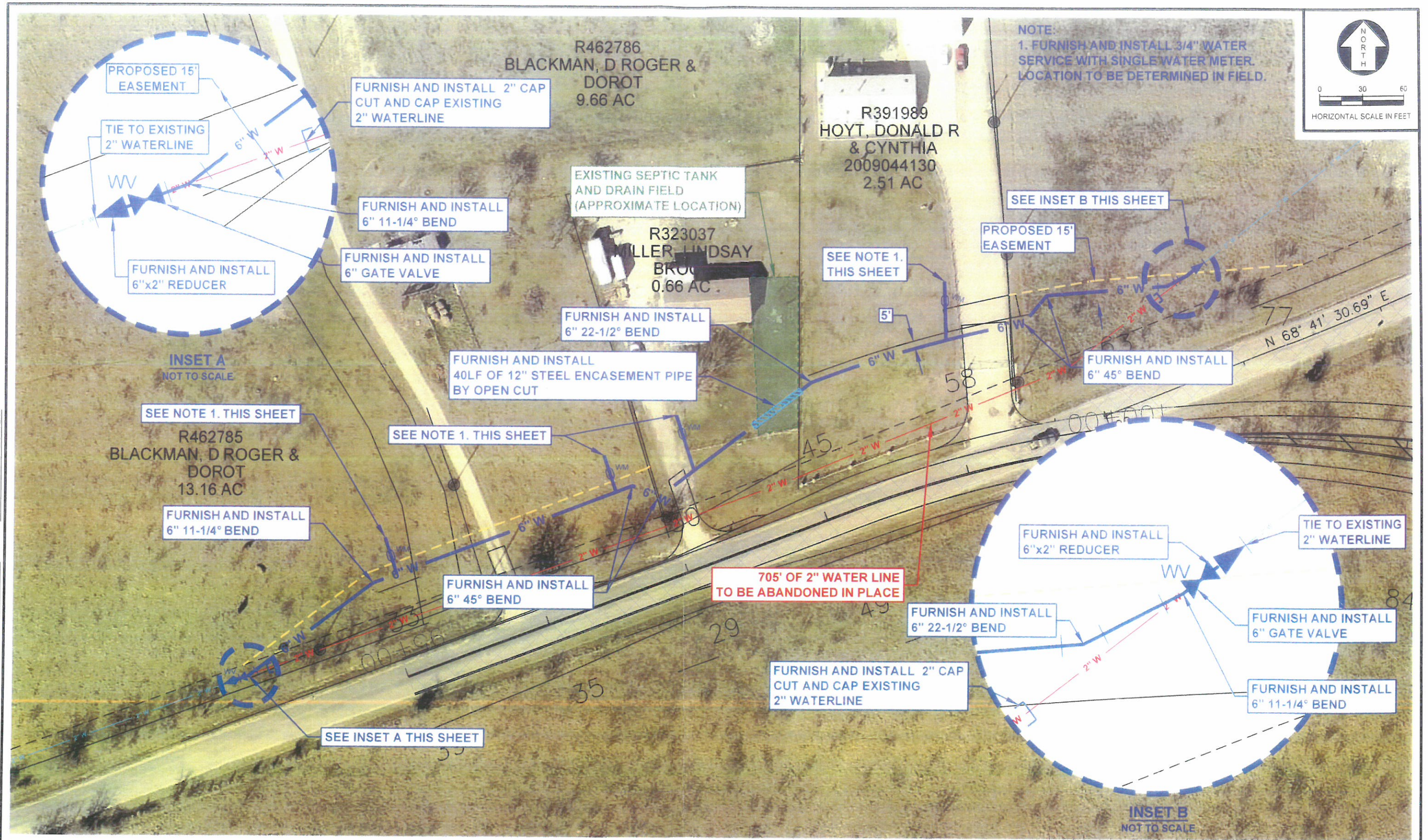
EXHIBIT B: FEE SCHEDULE

CR 305 Water Line Improvement
Summary of Professional Basic Services

Rice Inpsection, Inc

Scope Items	Onsite Rep.	QTY/HRS	Total
1. DAILY ONSITE REPRESENTATION			
a. Daily Onsite Representation	\$45.00	192	\$8,640.00
			Subtotal \$8,640.00
b. Direct Cost	Expense	Amount	Total
Mileage	1297	\$0.54	\$700.38
Hotel	24	\$125.00	\$3,000.00
Per Diem	24	\$75.00	\$1,800.00
			Subtotal \$5,500.38
	Total		\$14,140.38

FILE: P:\USWSC\2016\CR 305\CAD\Baseworking\cr 305 - pbs.dwg LAST SAVED: 11/17/2016 1:58:34 PM LAYOUT: 2" WATERLINE RE-ALIGNMENT



DESIGN SET					PROJECT NO. 14-137			KASBERG, PATRICK & ASSOCIATES, LP CONSULTING ENGINEERS TEMPLE, TEXAS 76501	JARRELL SCHWERTNER WSC C.R. 305 WATERLINE IMPROVEMENTS 2" WATERLINE RE-ALIGNMENT	SHEET NO. W-01 OF 01 SHEETS
	NO.	DATE	REVISION	BY	DRAWN BY Sean Iliff					
	© 2012 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510				DESIGNED BY Alvin R. Sutton III, P.E. APPROVED BY  DATE 1-12-16					

Plot Date 11/17/2016 2:16:23 PM
Plotted By SILIFF

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: March 1, 2017

Estimated Completion Date: May 1, 2017

Attachment C

Eligibility Ratio

See Attachment "E" for proof of property interest, which is established at 100 % eligible.

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

On Interstate highways, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the relocation cost are eligible for Federal participation. No proof of property interest is required because pursuant to current state and federal law, federal participation is 100% of all eligible cost.

Right-of-Way Easement

The State of Texas

County of Williamson

Know all men by these present, that D. R. Blackman and Dorothy H. Blackman (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, a Texas Non-Profit Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water transmission or distribution lines and appurtenances over and across 24.44 acres of land, more particularly described in the instrument recorded in Vol. 1984-3603 or as Document W. H. Henson, Deed Records, W. H. Henson County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 20' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 20' in width the center line thereof being the pipeline as installed.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 20' in width the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except that following:

At such times as Grantee is engaged in the actual work of relocating, constructing, installing, maintaining, repairing, or removing the lines installed or to be installed in the aforesaid right of way easement, Grantor further grants to Grantee a temporary license to encroach upon his land immediately adjacent to and along the said right of way easement, for a distance of thirty feet, to constitute a temporary work space easement for the duration for the said work only.

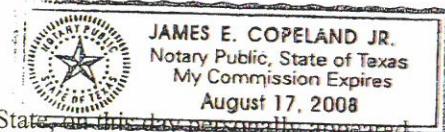
The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which the financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

In WITNESS WHEREOF the said Grantors have executed this instrument this 16th day of February, 2008.

D. R. Blackman
Dorothy H. Blackman
 Grantors
200 C.R. 305 JARRELL
 Address of Property

ACKNOWLEDGEMENT

STATE OF TEXAS
 COUNTY OF Williamson



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared D. R. Blackman and Dorothy H. Blackman known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that they executed this instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 16th day of February, 2008.

James E. Copeland Jr.

Attachment F

Utility Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 305 at IH 35- JSW

THE STATE OF TEXAS;
COUNTY OF WILLIAMSON;

County: Williamson
Road Location: CR 305 at IH 35

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Jarrell Schwertrner Water, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 17th day of November, 2016, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.


Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner Jarrell Schwertner Water Supply Corp.

Utility Name

By 
Authorized Signature

Title: General Manager _____

Date: November 30, 2016 _____

Williamson County

By 
Authorized Signature

Title: Williamson County Judge

Date: 01-23-2017

Attachment I

Inclusion in Highway Construction Contract

“Not Applicable”

Received

FEB 06 2017



HNTB Corporation
Round Rock

LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd. Suite 100
Round Rock, Texas 78664

Date: February 3, 2017

CobbFendley Job: 1403-088-03

Re: CR 305 at IH 35

Jarrell Schwertner Water Utility Agreement
Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints

☒ Originals

☐ Other _____

QUANTITY	DESCRIPTION
5	Jarrell Schwertner Water Supply Corporation- Utility Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval

☐ For Your Use

☐ As Requested

☐ For Review & Comment

Mr. Church:

Please see the attached Jarrell Schwertner Water's Utility Agreement Package for the above project. We have reviewed and approved it in the amount of \$101,210.00.

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If you have any questions, please let me know.

Thank you,

Copy To File

Received By: _____
Date & Time: _____

SIGNED

Melissa Horn, Principal