INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (CR 101 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 realigning and improving a portion of CR 101 between US Highway 79 and Chandler Road (the "County Project"); and

WHEREAS, some of the proposed CR 101 roadway improvements include 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 re-alignment of CR 101, the relocation of District water lines are necessary; and

WHEREAS, plans and specifications for the relocation of the District water lines affected by the County Project are attached hereto as Exhibit "A" (the "Plans"); and

WHEREAS, the District would like to make upgrades to the water lines which are being relocated; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate and make improvements to the District's water system improvements 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. STATEMENT OF INTENT

- 1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of District waterline improvements caused by the County's re-alignment of the CR 101.
- 1.02 County Relocation of Waterlines. The County will, at its own expense, relocate the District water lines in accordance with the Plans, with the exception of additional costs related to improvements to the water lines ("Betterment") detailed in the Betterment Calculations attached

hereto as Exhibit "B." The District agrees to relocate fire hydrants located at County Road 395 and County Road 369.

- 1.03 County Signage. The County will, at its own expense, provide two signs indicating the location of the District's existing water line easement between roadway stations 75+00 to 90+00. Both parties agree that this water line will remain in place.
- **1.04** County to Obtain Easements. The County agrees to acquire at its own expense all necessary easements required for the relocation of District water lines.
- 1.05 District Obligations. The District shall be responsible for 100% percent all costs related to the design and construction of the water line Betterment. The Betterment Calculations attached hereto as Exhibit "B" estimate the cost of the Betterment at \$362,368.00. Within thirty (30) days following the award of the contract for design and construction of the County Project, the District shall pay to the County the full bid price for the Betterment. The parties agree that on or before the thirtieth (30th) day following completion of the County Project they will true-up the actual costs related to the design and construction of the water line Betterment. Any funds being due to the District or the County, as the case may be, shall within thirty (30) days thereafter be remitted by the party owing such amount to the other party.
- 1.06 Continuation of Service. The County agrees that the County Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the permanent loss of water service to any such customers.
- 1.07 Relocation of Waterlines and Provision of Easement Rights. The County will, at its own expense, relocate the Waterlines to construct the 16" Waterline as described in the construction plans (the "Project Plans") and the specifications associated with the Project Plans (the "Project") and convey a water line easement to Jonah in a form mutually agreeable to the parties that contains provisions regarding the following:
 - (a) grants Jonah an exclusive right to at least a 15-foot wide designated portion of the right-of-way for its water line and an additional 15-wide construction easement to be used in the event repairs to the water line are required;
 - (b) provides Jonah the right to make any repairs or improvements to its water line with no obligation to repair the overlying roadway improvements, including but not limited to sidewalks and driveways; and
 - (c) requires the County (or the City, in the future) to relocate Jonah's facilities if necessary in the future and acquire and provide any future easements or the same right-of-way rights in favor of Jonah at the County's sole expense.
- 1.08 Future Relocations. Should the County or any other entity require the relocation of the District water system improvements previously relocated by this Agreement, other than those relocations identified as Betterment in Exhibit B, the County shall, at its own expense, be responsible for the relocation expenses, including the acquisition of new easements, if necessary.

II. CONSTRUCTION OF PROJECT

- **2.01** General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the Project.
- 2.02 Construction Plans. The County shall submit the Plans related to relocation of the water lines, and any changes or modifications thereto, to the District for review and approval prior to commencing construction.
- 2.03 Inspection. The District may inspect the Project Plans and the physical improvements relocated Waterline during construction. If the District's inspectors determine that the construction by the County is not in accordance with the approved Project Plans and upon receipt of such notification from the District, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the District.
- **2.04 Permits.** The District shall be responsible for obtaining permits required for the construction of the Project.
- 2.05 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the District as an additional insured on any policies related to the Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the District for the Project in amounts satisfactory to the District. The County shall transfer any warranties for the Project to the District upon final completion and acceptance of the 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 will 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 will 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 which 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 will 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 agrees that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to 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 shall 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 <u>Agreement's Remedies Not Exclusive</u>. 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 will 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 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 shown in the Project Plans.
- **4.06 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.
- **4.07 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.
- **4.08** 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) 759-1286

COUNTY:

Williamson County

710 Main Street, Suite 101 Georgetown, Texas 78626 Attn: Judge Dan Gattis Telephone: (512) 943-1577

- Counterparts; Effect of Partial Execution. This Agreement may be executed 4.09 simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.
- Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

JONAH WATER SPECIAL UTILITY DISTRICT:

By: 62073
Printed Name: Bill Brown
Title: General Manager
Date: 2.17.2020
WILLIAMSON COUNTY:

ATTEST:

Nancy Rister, County Clerk

William Gravell, Jr., County Judge

EXHIBIT A

PLANS



2016 - C.R. 101

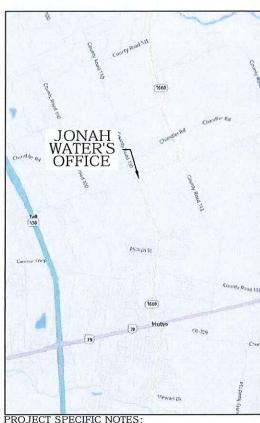
GENERAL CONSTRUCTION NOTES

- CONTRACTOR SHALL NOTIFY HE TXDOT HIGHWAY MAINTENANCE FOREMAN AILWAY SUPERINTENDENT DUNTY COMMISSIONER PPLICABLE CITY

- PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NATIONAL SANITATION FOUNDATION SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS, OR AS SHOWN ON THE PLANS AND/OR BID SCHEDULE.
- PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF ABLE WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING ER SUPPLY.
- 7. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

- 11. PROPERTY OWNERS SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE PROPERTY OWNER IF PROPERTY ACCESS IS THE BE DENIED FOR ANY PERIOD OF TIME. THE CONTRACTOR SHALL TAKE STEPS TO ASSURE THAT ACCESS IS ACHIEVED IN THE PERIODS OF THE CONTRACTOR'S ABSENCE.

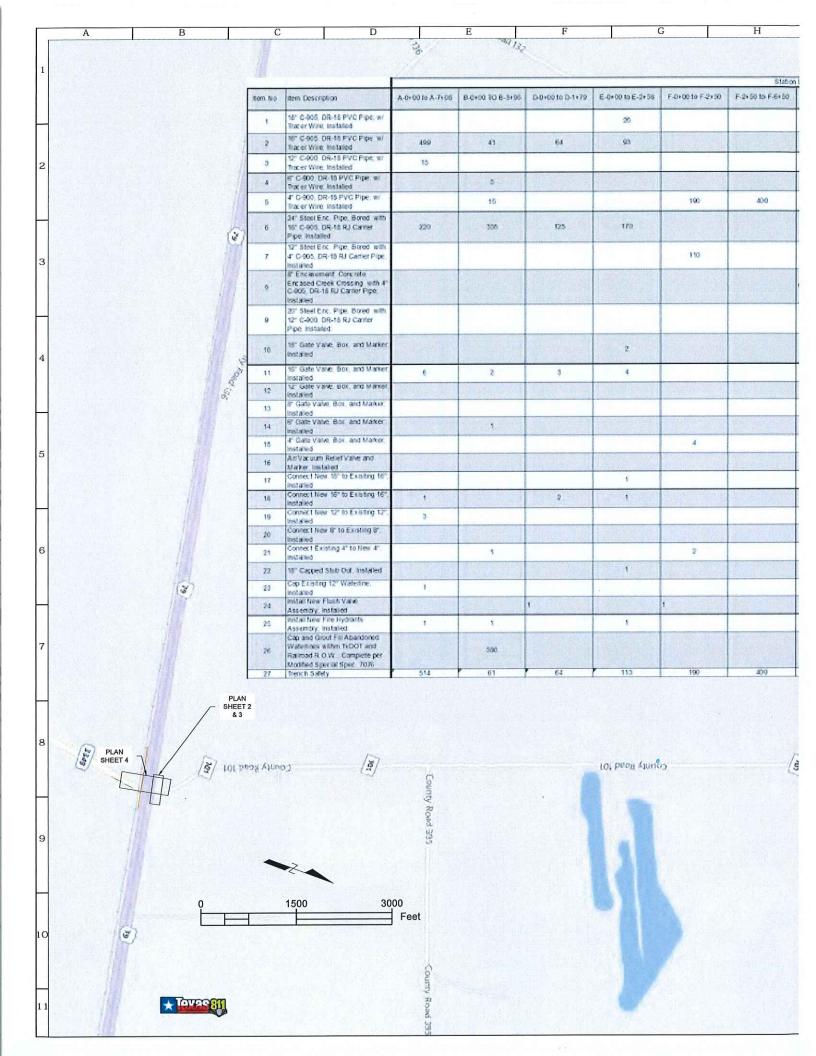
 12. TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH TCP(1-1)-12 THROUGH TCP(1-6)-12; SEE https://www.docs.org/10/11/11/11/2/
- https://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/standard/toc.htm FOR SHEETS.



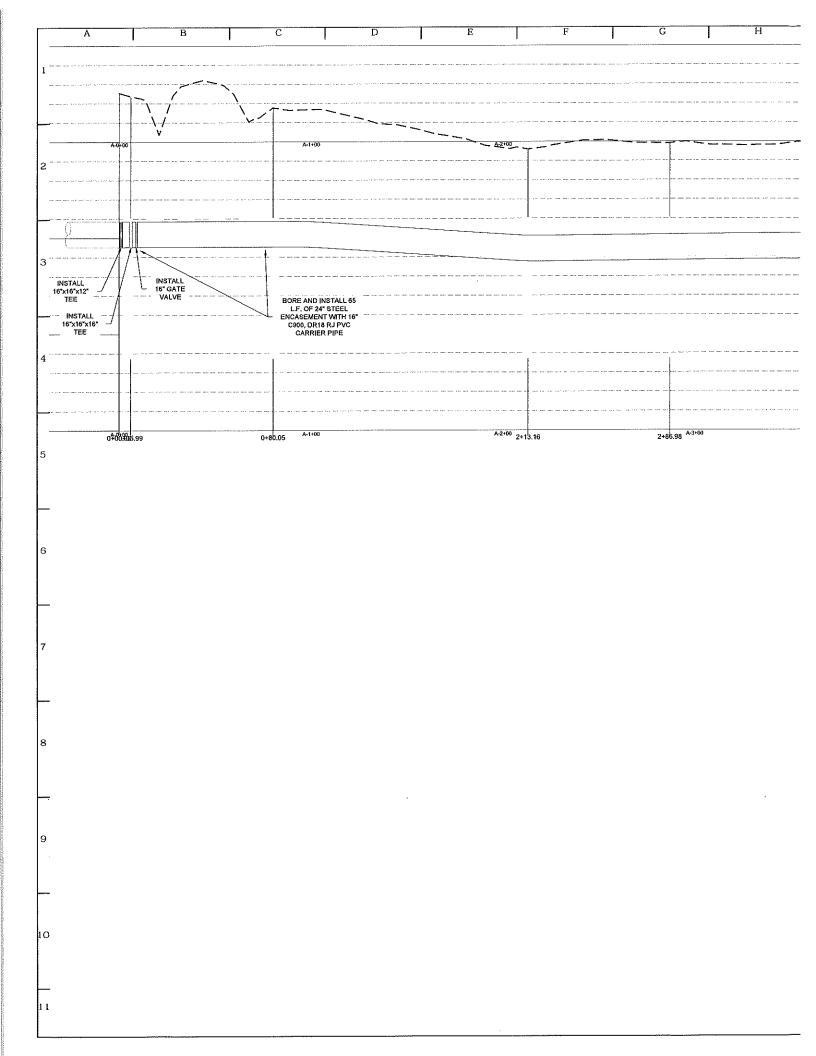
- 1. PROPERTY AND R.O.W. LINES ILLUSTRATED ARI
- 2. PROFILE ELEVATIONS WERE CREATED UTILIZING
- 3. EXISTING UTILITY LOCATIONS ILLUSTRATED ARI
- WHEN PARALLELING EXISTING WATERLINE ON I EASEMENT IS CENTERED ON EXISTING WATERLI TO DETERMINE ACTUAL EASEMENT LOCATION I
- 5. SCHEDULE ALL PLANNED INTERRUPTIONS TO V HOURS IN ADVANCE.
- 6. THE COST FOR THE INSTALLATION OF TYPE 1, 2 THE COST OF THE INSTALLATION ITS APPLICAB
- CONTRACTOR MUST CONTACT WILLIAMSON COUREQUIRED COUNTY ROAD BORES.

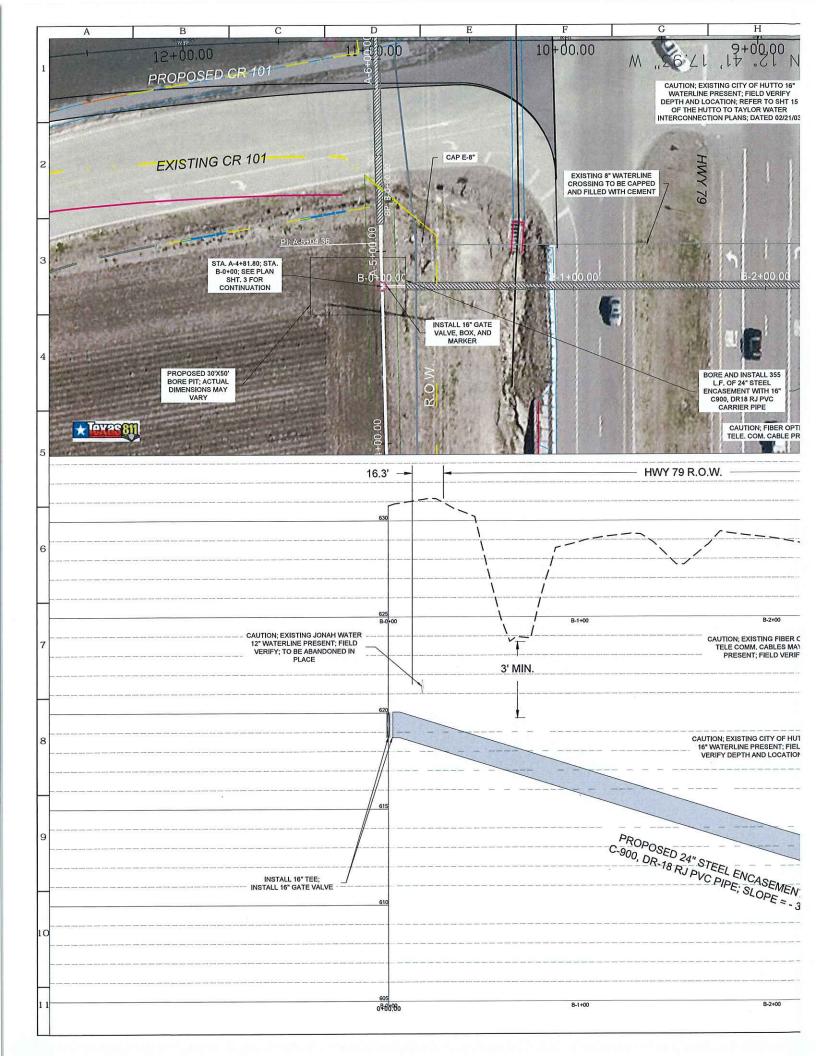
NSULTING, LLC

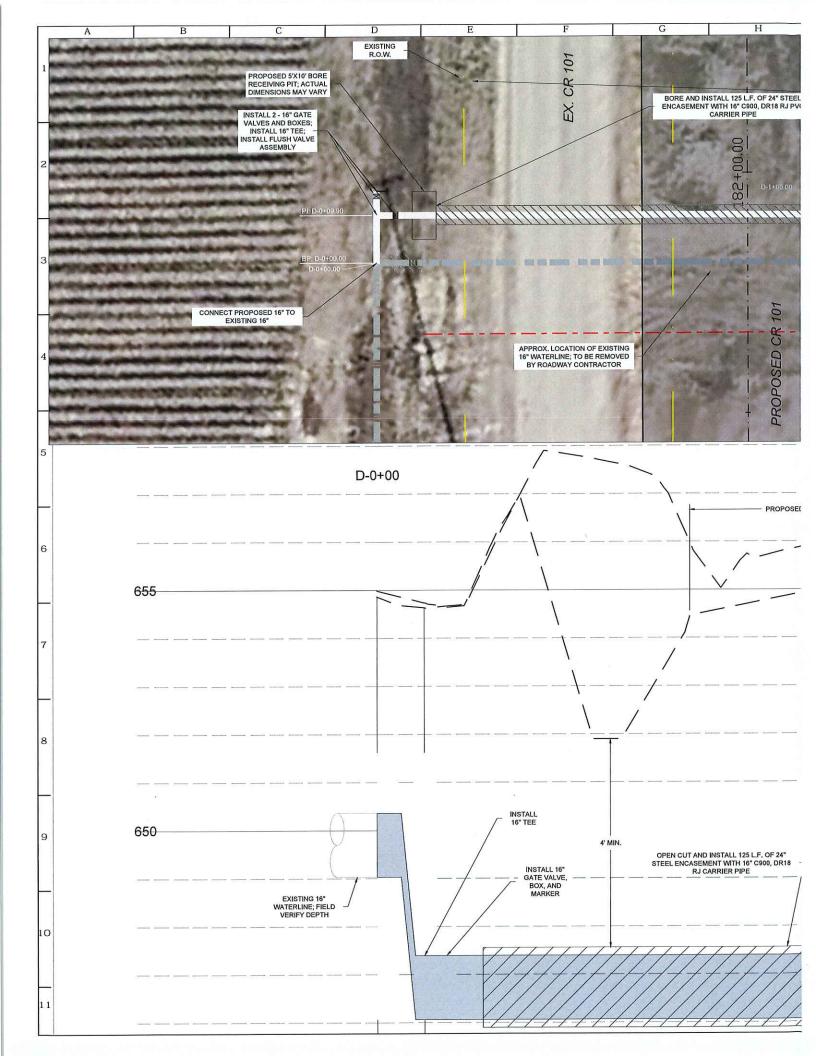
T.B.P.E. F-16387 P.O. Box 24189 Waco, TX 76702 Ph. 254-744-3439 MILES@CAYOTECON.COM

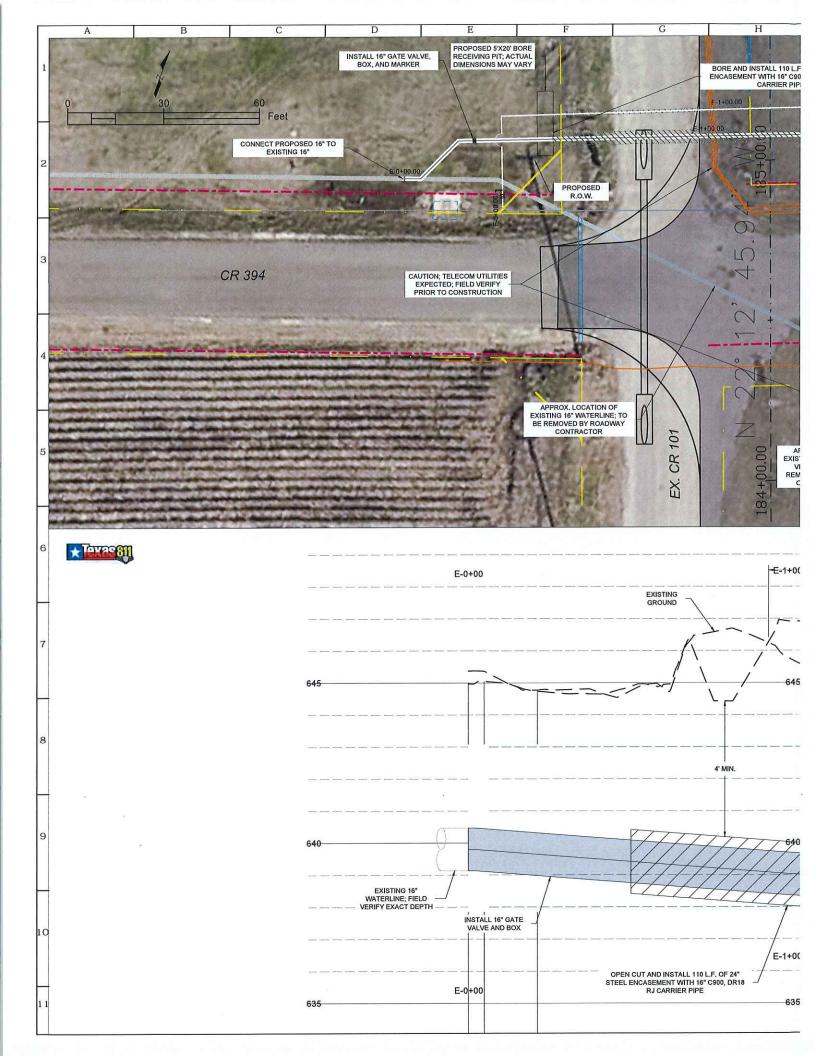


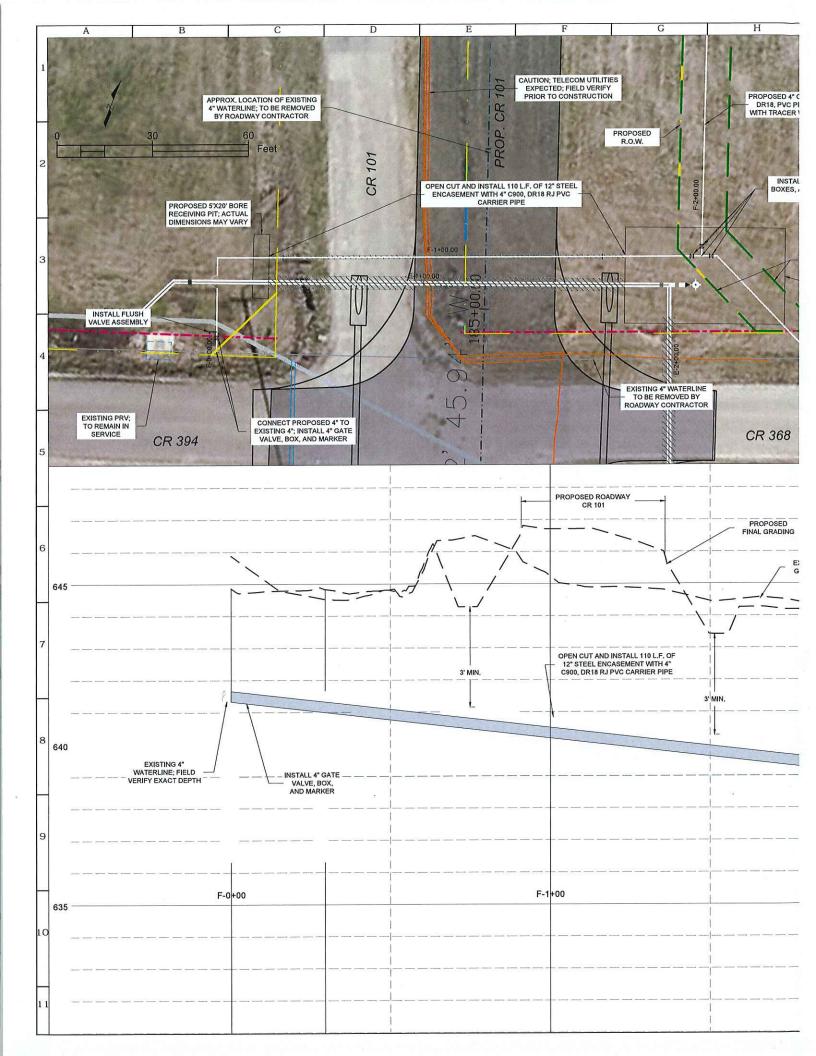


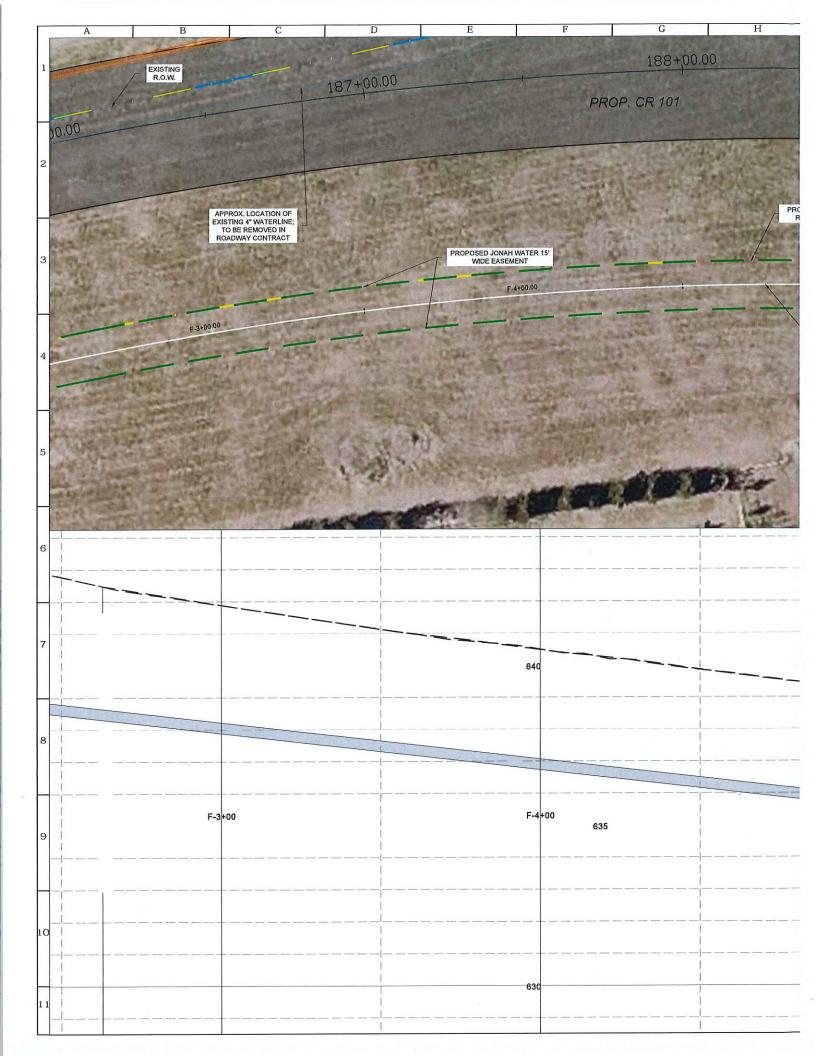


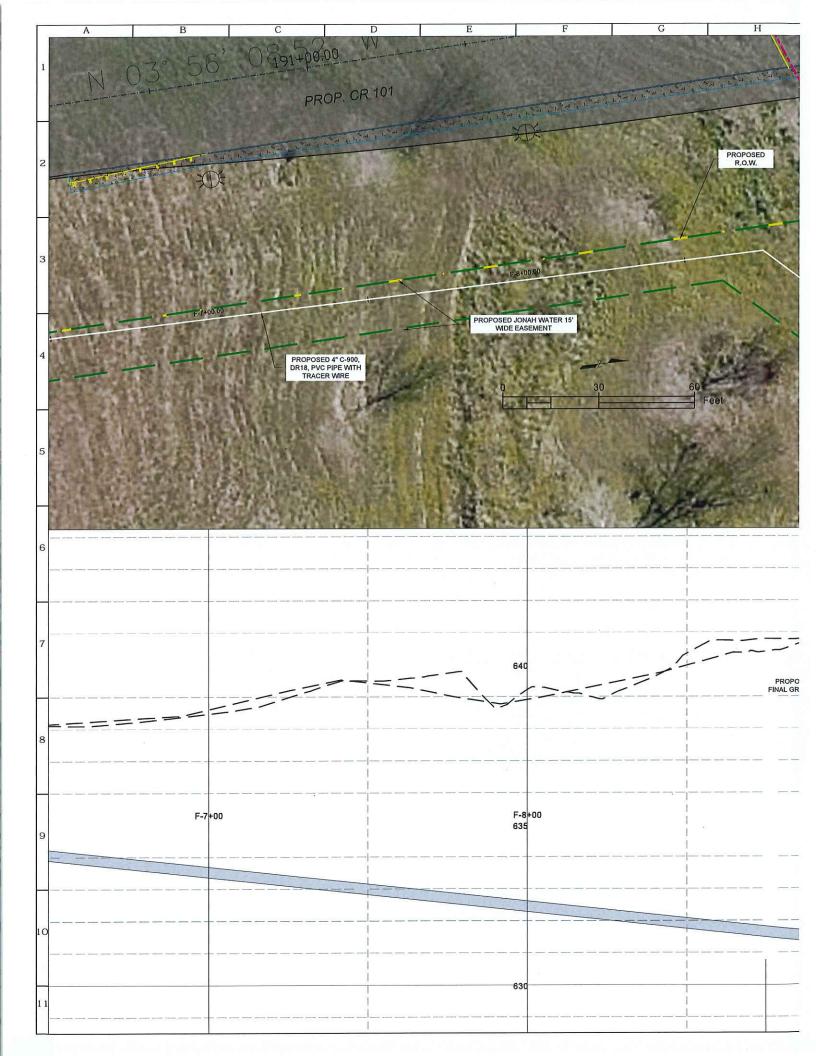


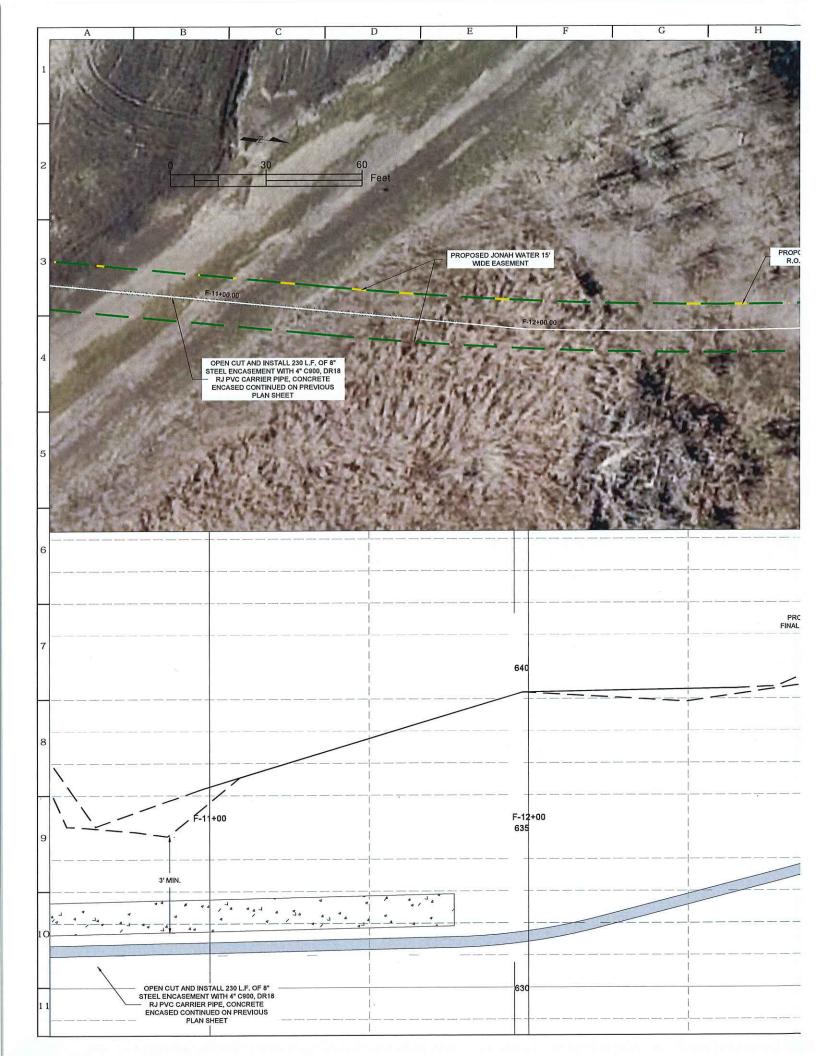


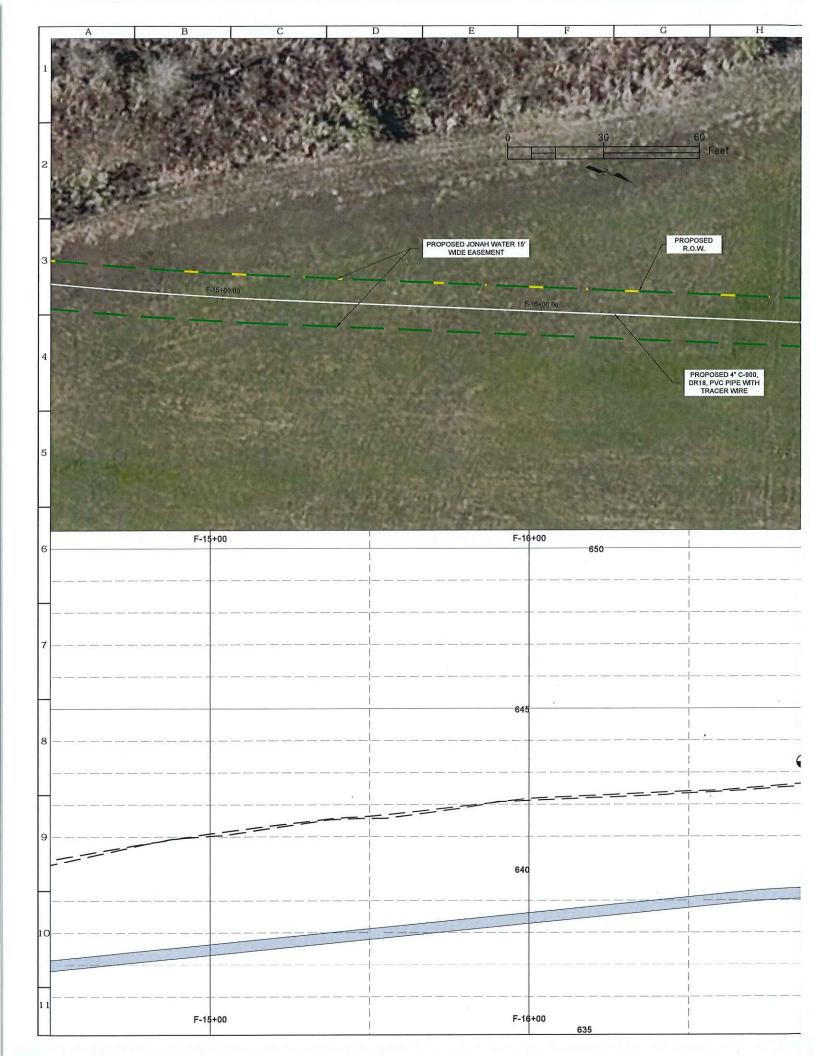


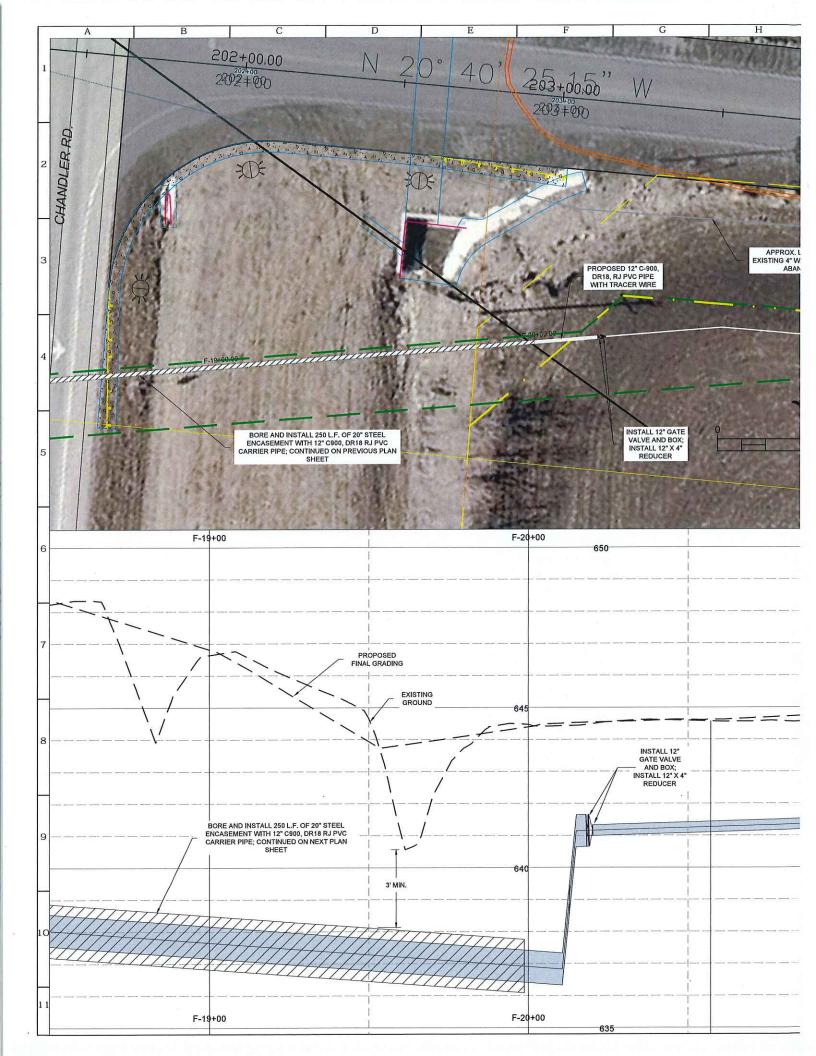


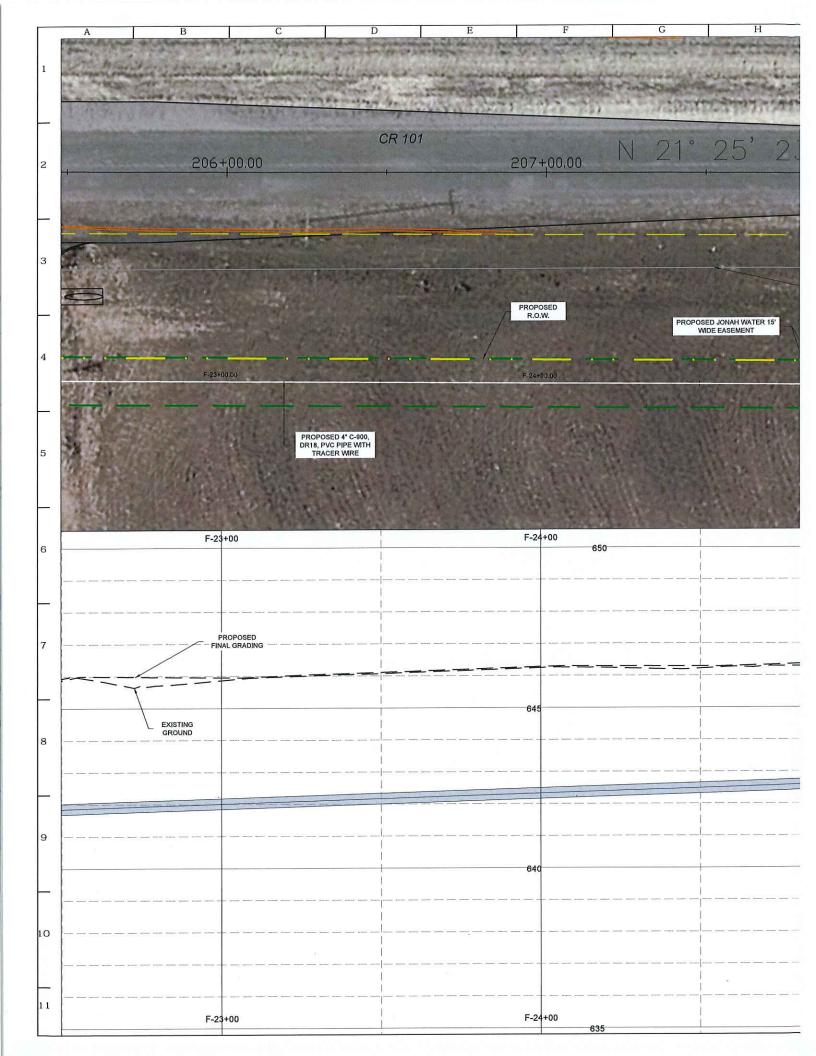


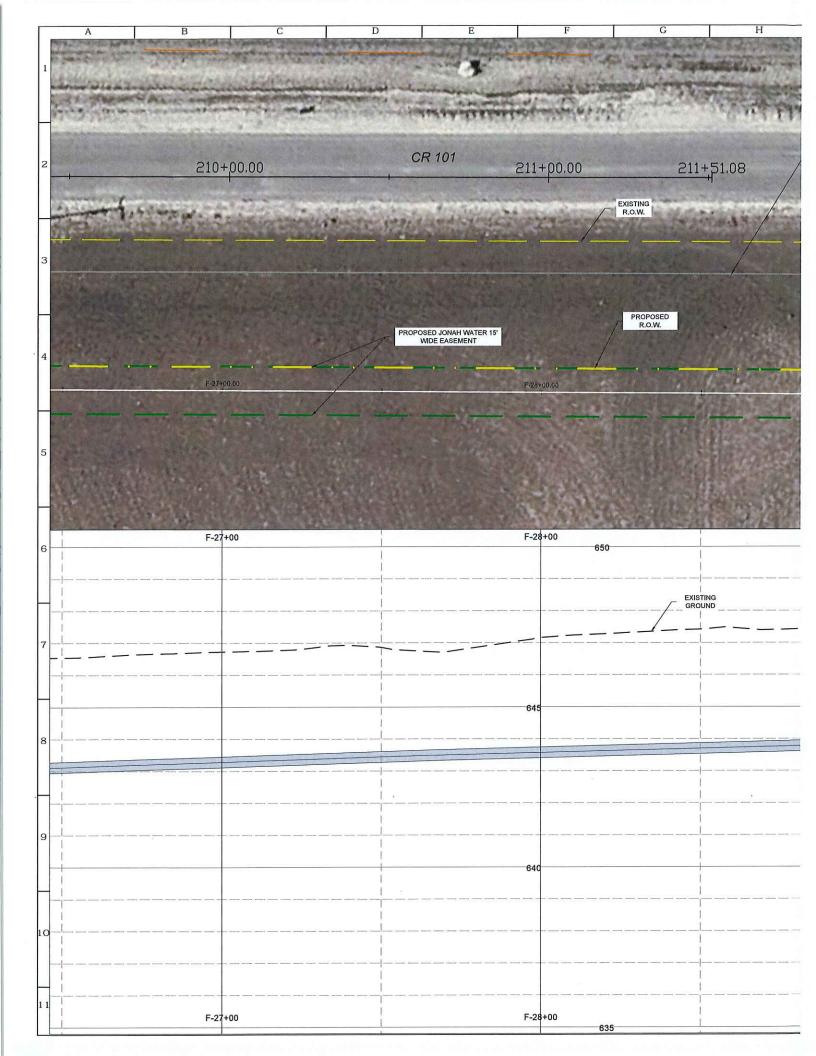


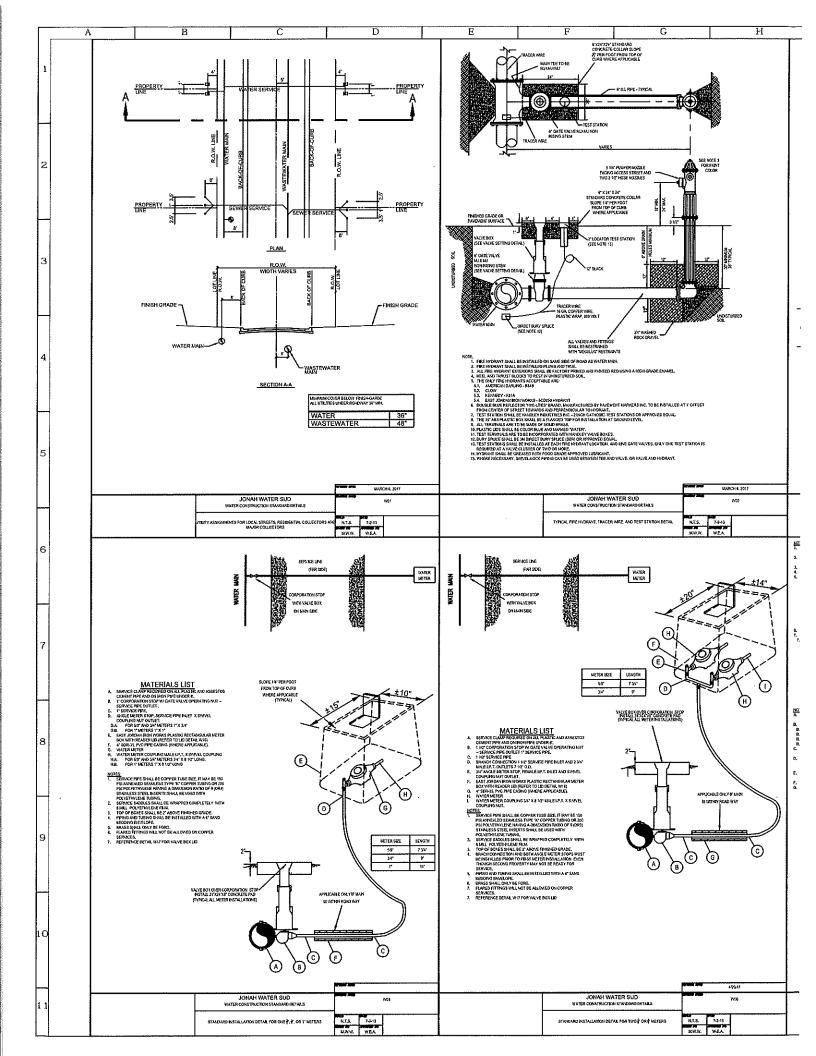


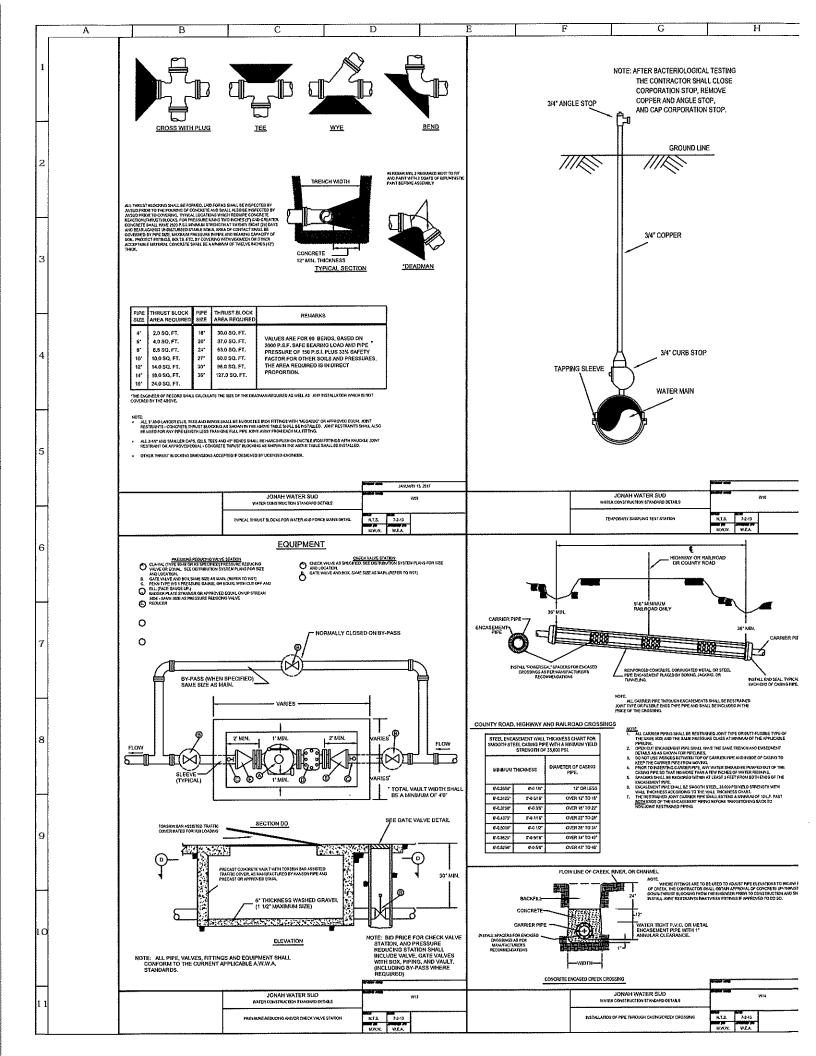












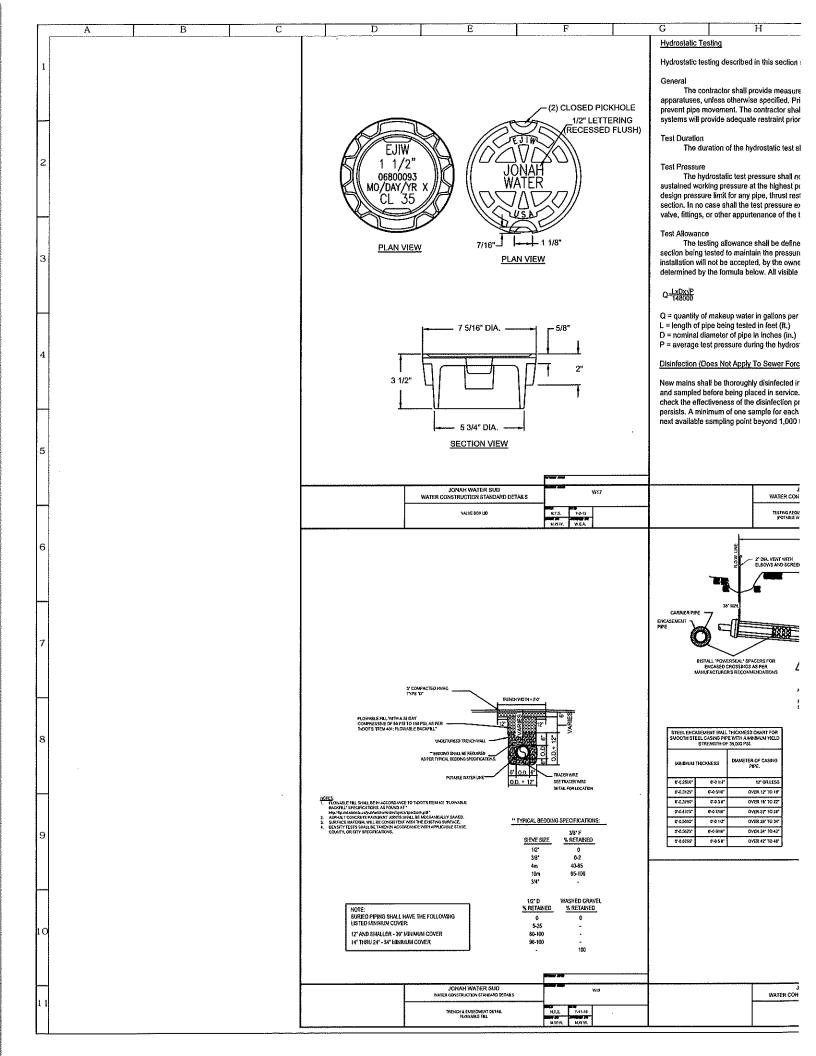


EXHIBIT B

BETTERMENT CALCULATIONS

BETTERMENT CALCULATIONS 2016 - C.R. 101; UTILITY RELOCATION

DESCRIPTION OF PROPOSED BETTERMENT:

- STA. A-D+DD TO A-4+81.81; JWSUD REQUESTS THAT A $16^{\rm E}$ WATERLINE BE INSTALLED TO REPLACE TH JWSUD WILL BE PAYING FOR 100% OF THIS RELOCATION.
- $_\star$ BE PAYING FOR THE UPSIZING FROM 12" TO 16" ONLY. THIS PORTION OF THE LINE WAS HAVING TO BE REL CR 101 PROJECT.
- STA. B-0+00 TO B-3+95.94; JWSUD REQUESTS THAT A 16° WATERLINE BE INSTALLED TO REPLACE THE UNDER HWY 79 AND THE RAILROAD TRACKS, JWSUD WILL BE PAYING FOR 100% OF THIS RELOCATION
- STA. F-17+36 TO F-20+21; JWSUD REQUESTS THAT A 20" ENCASEMENT WITH A 12" CARRIER PIPE IN:

 * EXISTING 4" WATERLINE, JWSUD WILL BE PAYING FOR THE UPSIZING FROM 12" STEEL ENCASEMENT WITH

 STEEL ENCASEMENT WITH 12" CARRIER PIPE.

NO BETTERMENT DESIGN

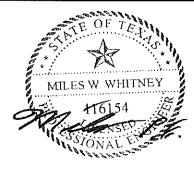
ITEM Code.	ITEM DESCRIPTION	Q т∨.	⊔иіт		PRICE/UNIT
ИВЗ	NB3 12" C-900, DR-18 PVC PIPE; W/ TRACER WIRE; INSTALLED		L.F.	×	\$ 62.00
NB5	4" C-900, DR-18 PVC Pipe; w/ Trader Wire; Installed	21	L.F.	×	\$ 35.00
NB7	12" STEEL ENC. PIPE, BORED WITH 4" C-905, DR-18 RJ CARRIER PIPE; INSTALLED	250	L.F.	×	\$ 380.00
NB12	12" GATE VALVE, BOX, AND MARKER; INSTALLED	1	EA.	×	\$ 2,500.00
NB13	8" GATE VALVE, BOX, AND MARKER; INSTALLED	1	EA.	×	\$ 2,000.00
NB15	4" GATE VALVE, BOX, AND MARKER; INSTALLED	2	Ea.	×	\$ 1,000.00
N820	CONNECT NEW 6" TO EXISTING 8"; INSTALLED	1	EA.	×	\$ 5,500.00

NO BETTERMENT DESIGN WITHIN AREA OF QUESTION TOTA

BETTERMENT CALCULATIONS 2016 - C.R. 101; UTILITY RELOCATION

BETTERMENT DESIGN

ITEM Code.	ITEM DESCRIPTION	Фтү.	Пиіт		PRICE/UNIT
2	16" C-905, DR-18 PVC PIPE; W/ TRACER WIRE; INSTALLED	540	L.F.	×	\$ 64.00
4	6" C-900, DR-18 PVC PIPE; W/ TRACER WIRE; INSTALLED	5	L.F.	×	\$ 47.00
6	24" STEEL ENC. PIPE, BORED WITH 16" C-905, DR-18 RJ CARRIER PIPE; INSTALLED	575	L.F.	×	\$ 530.00
9	20" Steel Eng. Pipe, Bored with 12" C-900, DR-18 RJ Carrier Pipe; Installed	95	L.F.	×	\$ 415.00
11	16" GATE VALVE, BOX, AND MARKER; INSTALLED	8	EA.	×	\$ 6,500.00
13	6" GATE VALVE, BOX, AND MARKER; INSTALLED	1	EA.	×	\$ 1,500.00
17	CONNECT NEW 16" TO EXISTING 16"; INSTALLED	1	EA.	×	\$ 10,000.00
18	CONNECT NEW 12" TO EXISTING 12"; INSTALLED	1	EA.	×	\$ 7,000.00
19	CONNECT EXISTING 4" TO NEW 4"; INSTALLED	1	EA.	×	\$ 4,000.00
21	Cap Existing 12" Waterline; Installed	1	EA.	×	\$ 700.00
23	INSTALL NEW FIRE HYDRANTS ASSEMBLY; INSTALLED	2	EA.	×	\$ 4,500.00
24	CAP AND GROUT FILL ABANDONED WATERLINES WITHIN TXDOT AND RAILROAD R.O.W.; COMPLETE	1	L.S.	×	\$ 10,000.00
25	TRENCH SAFETY	467	L.F,	×	\$ 1.00



2/14/2019

BETTERMENT DESIGN, WITHII AREA OF QUESTION, TOTA

CALCULATED DIFFRENCES II
COS