

**AGREEMENT REGARDING
RELOCATION OF WASTEWATER LINE IMPROVEMENTS
(CR 111 PROJECT)**

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

THIS AGREEMENT REGARDING RELOCATION OF A WASTEWATER LINE (“Agreement”) is entered into between Orenda Education (“**Orenda**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, Orenda 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 111 (the “County Project”); and

WHEREAS, some of the proposed CR 111 roadway improvements include the widening of the right-of-way into easements in which the Orenda’s existing wastewater line is located; and

WHEREAS, the parties have determined that, because of the re-alignment of CR 111, the relocation of Orenda’s 3” wastewater line is necessary; and

WHEREAS, Orenda would like the 3” wastewater line to be replaced with an 8 inch diameter gravity wastewater line (the “Betterment”); and

WHEREAS, plans and specifications for the relocation of the Orenda wastewater line affected by the County Project are currently under design (the “Plans”); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate Orenda’s wastewater line within a 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 an Orenda wastewater line caused by the County’s re-alignment of the CR 111.

1.02 Continuation of Service. The County agrees that the County Project shall be undertaken so as to minimize any disruption of wastewater service to Orenda and the Gateway College Preparatory School.

1.03 Relocation of Wastewater line and Provision of Easement Rights. The County will, at its own expense (except for the reimbursement by Orenda described below) abandon in place or remove the existing 3" diameter pressure wastewater line (forcemain) and construct a new 8" diameter gravity wastewater line, at the location as shown on Exhibit "A", attached hereto, as described in the Plans and further:

(a) The plans will be reviewed and approved by Orenda prior to contract award and

(b) upon their approval of the plans and prior the construction, Orenda will reimburse the County 34.65% of the costs related to the design and construction of the Betterment 8" diameter gravity wastewater line.

II. CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct the relocation of the Wastewater line concurrently with the construction of the construction of CR 111.

2.02 Construction Plans. The County shall submit the Plans related to relocation of the Wastewater line, and any changes or modifications thereto, to the Orenda for review and approval prior to commencing construction.

2.03 Inspection. Orenda may inspect the progress of the relocation of the wastewater line during construction. If the Orenda'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 Orenda, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the Orenda.

2.04 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the Orenda as an additional insured on any policies related to the County Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the Orenda for the Project in amounts satisfactory to the Orenda. The County shall transfer any warranties for the Project to the Orenda 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. 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 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 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.

4.02 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.

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

4.04 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.

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

4.06 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.

4.07 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:

ORENDA:

2951 Williams Drive
Georgetown, TX
78628

Telephone: (512) 869-3020

COUNTY:

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

4.08 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.

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

ORENDA EDUCATION:

By: _____

Printed Name: _____

Richard W. Riskey
Richard N. Riskey

Title: C.E.O.

Date: Dec. 4, 2020

ATTEST:

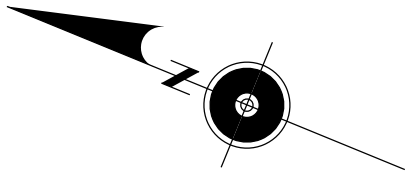
Nancy E. Rister
Nancy Rister, County Clerk

WILLIAMSON COUNTY:

By: Bill Gravell
William Gravell, Jr., County Judge

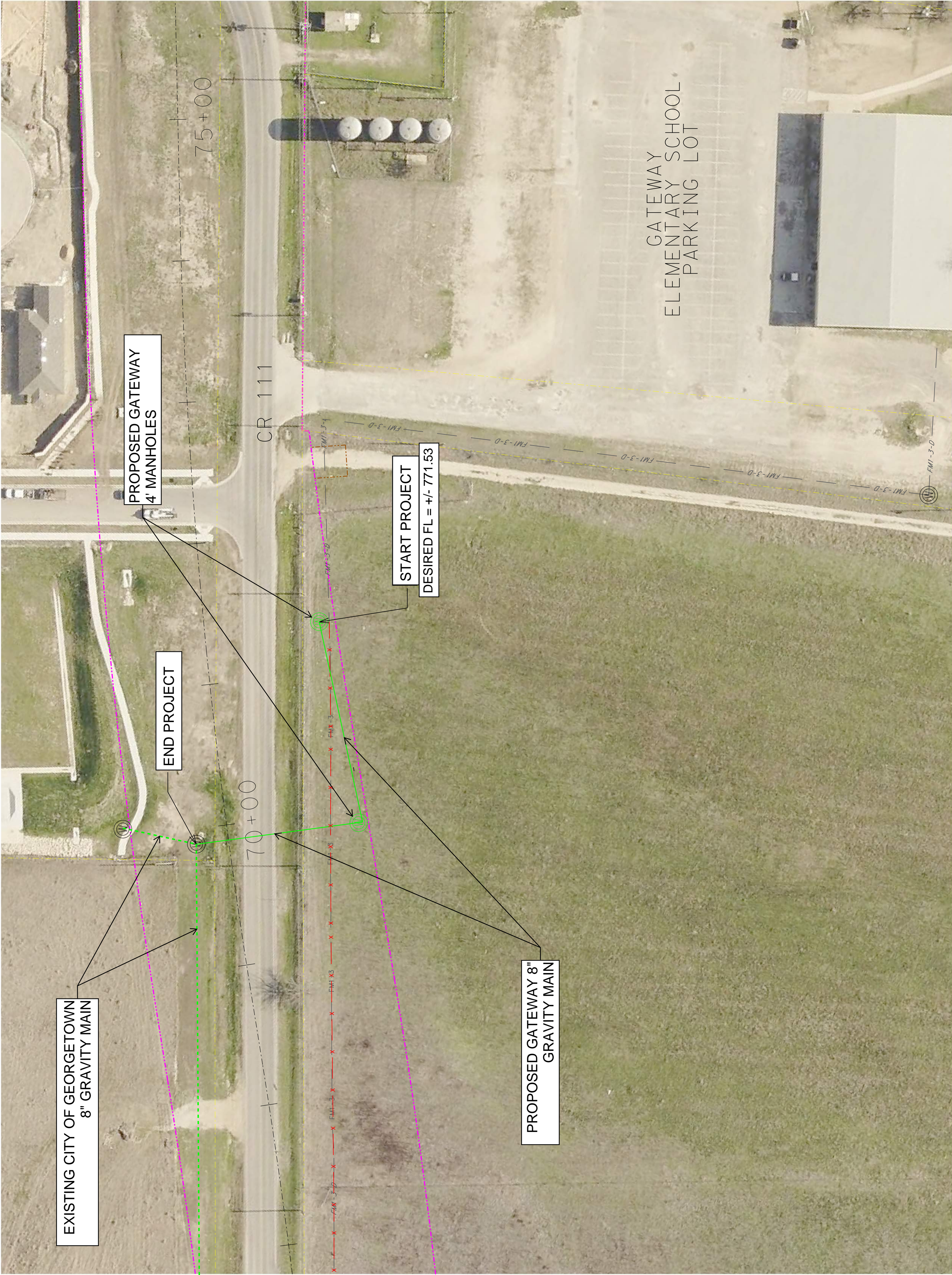
Date: December 15, 2020

Exhibit "A"



LEGEND

- PROPOSED ROW
- EASEMENTS
- PROPERTY LINES
- CITY OF GEORGETOWN 8" GRAVITY LINE
- PROPOSED ABANDONED FORCEMAIN
- EXISTING FORCEMAIN
- PROPOSED GATEWAY GRAVITY LINE 8"
- PROPOSED 4' GATEWAY MANHOLES
- EXISTING 4' COG MANHOLES



Texas Registration No. 274

505 East Huntland Drive, Suite 100
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GATEWAY SCHOOL FORCEMAIN
RELOCATION EXHIBIT