INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS CR 332 ROADWAY CONSTRUCTION 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 Jarrell-Schwertner Water Supply Corporation (the "JSWSC") and Williamson County, Texas, a political subdivision of the State of Texas (the "County"). In this Agreement, the JSWSC 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 332, 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-ofway into easements in which the JSWSC's water system improvements are or will be located; and

WHEREAS, the Parties have determined that, because of the County Project, the relocation of JSWSC water lines is necessary (the "Relocation Project"); and

WHEREAS, plans and specifications for the relocation of the JSWSC water lines affected by the County Project have been prepared by County, and are attached hereto as Exhibit "B" (the "Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County will relocate the JSWSC'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 design 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, subject to the reimbursement allocations as further set out in this Agreement..
- 1.03 County to Obtain and Assign Easements. The County must acquire at its own expense waterline easement rights in favor of the JSWSC in the location shown on Exhibit "C",

attached hereto, as required by the JSWSC for the Relocation Project, as shown in the Plans. This Agreement specifically allows and authorizes the County's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the JSWSC. The form of the easement granting document must be approved by the JSWSC prior to acquisition. The JSWSC is not responsible for costs associated with easement acquisition for the County Project or Relocation Project. Any easements acquired as set out herein which are not otherwise granted directly to the JSWSC shall be assigned by the County to the JSWSC upon completion of construction of the Relocation Project.

Obligations.

1.04 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 JSWSC 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 JSWSC agree that the County is responsible for 100% of the construction costs of the CR 332 portion of the Relocation Project (estimated at \$411,916.67). This share is referred to as the Construction Costs.
- **2.02 Maintenance.** After acceptance, the JSWSC will own and maintain the facilities included in the Relocation Project.
- **2.03** Construction Plans. The County has submitted the Plans related to the Relocation Project, and any changes or modifications thereto, to JSWSC 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.
- **2.04 Inspection**. The JSWSC may inspect the relocation of the waterlines during construction. If the JSWSC'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 JSWSC, the County must cease construction until the deficiency can be identified and a corrective plan of construction implemented with the written agreement of the JSWSC.
- 2.05 Insurance, Bonds and Warranties. The County must require the contractor for the County Project to name the JSWSC 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 JSWSC for the County Project and Relocation Project in amounts satisfactory to the JSWSC. The County must transfer any warranties for the Relocation Project to the JSWSC upon final completion and the JSWSC's written acceptance of the Relocation Project.

- 2.06 Other Costs. The County must reimburse the JSWSC for the 100% reimbursable percentage of costs incurred by the JSWSC relating to the CR 332 portion of the Relocation Project, and for inspections, permitting, engineering, and legal services related to the Relocation Project in accordance with the Texas Prompt Payment Act.
- **2.07 As-Built Drawings**. Upon completion of the construction of the Relocation Project, County will provide JSWSC 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 a 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 Parties' authorized representatives.
- **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:

JSWSC:

Jarrell Schwertner WSC 2393 County Road 311 Jarrell, Texas 76537 Attn: General Manager Telephone: 512-746-2114

COUNTY:

Williamson County 710 Main Street, Suite 101 Georgetown, Texas 78626 Attn: County Auditor Telephone: (512) 943-1577 With a copy to:

Sheets & Crossfield, PLLC 309 E. Main Street

Telephone: 512-255-8877

- 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:	JARRELL-SCHWERNER WATER SUPPLY CORPORATION
Panh Cake	By: Mark alkarlen
Pamela Oakes, Secretary	Mark Harbin, President Date: 2/26/2024
ATTEST:	WILLIAMSON COUNTY:
Davey E. Poter	By Bill Gravell, Jr. (Mar 6, 2024 13:41 CST)
Nancy Rister, County Clerk	Bill Gravell, Jr., County Judge
	Date: Mar 6, 2024

EXHIBIT A

WILLIAMSON COUNTY

INDEX OF SHEETS

SHEET NO. DESCRIPTION TITLE SHEET INDEX OF SHEETS

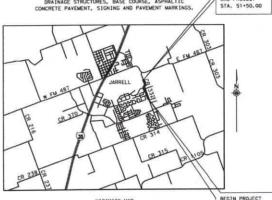
CR 332 PRECINCT NUMBER 4

NET LENGTH OF ROADWAY = 2150 FT (0.407 MILES) NET LENGTH OF BRIDGES = 0.00 FT (0.000 MILES) NET LENGTH OF PROJECT = 2150 FT (0.407 MILES)

LIMITS: FROM 1900' NORTH OF CR 313 TO 1650' SOUTH OF FM 467 IN THE CITY OF JARRELL.

FOR THE CONSTRUCTION OF THE EARTHWORK, GRADING, DRAINAGE STRUCTURES, BASE COURSE, ASPHALTIC CONCRETE PAVEMENT, SIGNING AND PAVEMENT MARKINGS.

END PROJECT STA. 51+50.00



VICINITY MAP

BEGIN PROJECT STA. 30+00.00

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE
WATERSHED: UPPER LITTLE RIVER
AREA OF DISTURBANCE: 16.13 AC

PREPARED BY: SEILER LANKES GROUP (DESIGN CONSULTANT)

GERALD LANKES, PE PROJECT MANAGER

DATE



APPROVED BY: WILLIAMSON COUNTY

BILL GRAVELL, JR. WILLIAMSON COUNTY JUDGE

APPROVED BY: WILLIAMSON COUNTY

RUSS BOLES WILLIAMSON COUNTY COMMISSIONER, PRECINCT 4

DATE

FUNCTIONAL CLASSIFICATION - MINOR COLLECTOR

- 45 MPH = 1400

- 140

* 4100

- 410

DESIGN SPEED

ADT (2015)

ADT (2035)

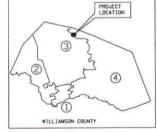
DHV (2035)

APPROVED BY: HNTB CORPORATION

RICHARD L RIDINGS, PE ROAD BOND MANAGEMENT TEAM

DATE

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-21 THRU BC(12)-21 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."



Lankes TRFI Licanu No. 12170

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OF HIGHWAYS, STREETS AND BRIDGES ADDPTED ON
NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS
AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID
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EXHIBIT B

WATER LINE RELOCATION PROJECT ALONG COUNTY RD. 332 IN WILLIAMSON COUNTY, TEXAS

Lone Star Regional Water Authority - 12" W.L. Jarrell/Schwertner WSC - 8" W.L. Sonterra MUD - 12" W.L.

LONE STAR REGIONAL WATER AUTHORITY

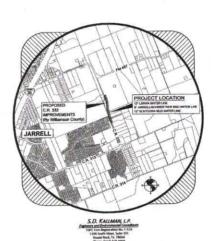
Bryant Smith President (City of Jarrell) ... Vice President (Sonterra M.U.D.) Mike Fisher Secretary (Sonterra M.U.D.)
.... Asst. Secretary (Williamson County) Keith Odom Jeff Stockton ... Director (City of Jarrell) Hollis Bone Director (Williamson County) Richard Hamala General Counsel General Manager J. Tom Ray, P.E. ..

ACCEPTED FOR CONSTRUCTION 11/20/2023

ACCEPTED FOR CONSTRUCTION Joe Simmons 11/20/2023 JARRELL SCHWERTNER WSC DATE

ACCEPTED FOR CONSTRUCTION 11.22.202

			PLAN REVISIONS		
Redsler No.	Sheet No.	Date .	Description	Wode By	Approved





SHEET INDEX

SHEET NO. DESCRIPTION

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PLAN REVISIONS DESCRIPTION WATER LINE RELOCATION PROJECT
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IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwettner WSC. - 8" W.L.
Sonterra MUD - 12" W.L. S.D. KALLMAN, L.P. Engineers and Emistermental Consultan 1805. From Budstration Ro. F-516 1805. South Mays, Julie 201 ISSUED SOUTH MAY SHE 201 ISSUED STATE STATE STATE STATE Fax: [512] 218-1600 www.gdraffman.com MADE OF SHARE BY

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APPROVED BY

SUBMITTAL NO. DATE **GENERAL NOTES**



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ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEAS
Lone Star Regional Water Authority - 12* W.L.
Jarrell/Schwertner WSC. - 8* W.L.
Sonterra MUO - 12* W.L.

QUANTITIES (Lone Star Regional Water Authority)



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	510.5	3" Well Connection on the swinting James School retries WSC Webs Like			1	NA.			
3	911.3(A)	S' Clate Valve, Dan and Miches	1 1			EA	-		7
	510.4(25)(0)	Visitor for Fluxing Water Lives, point to Jernill Schwertner WICC	2.65	0.1	17,48	THOU	1 1 1 1 1 1 1 1 1 1		٠
	311,353	2" Automotic As and Vectors Rated Value Assentity, suitabling Smiddle Throp Renne Tayoning Sea on E' PVC Value Line	•			EA:		1	•
4	911.3(Q)	6" Floob Valve Assembly		0	1	fA.	- 2	•	٠
	518.362000	Single Water Service Including Mater Rux and Maler		- 3		5A			ě
	109.1	Transit Safety Systems	1206	1049	3353	U		1	
٠	310.5(1)w	Floor strict FB to State elementational 3" Wilder Line under Proposed Standar by	130	470	100	U		3	
		TOTAL AMOUNT OF HID	*Cama						

PLAN REVISIONS			DESPRES AN TOTAL		Continues and Engineering Commitmets			
	DATE	DESCRIPTION	D4080 M	NOK Schr	1994 Flore Regil 110h foreth Sought Re Phone (5) Fac: (5)	htraton No. F-520 Mays, Sale 101 cs, 7s, 78664 123 318 4604 123 218 1668 Infrances		
				DATE - GL 202	ne		PROJECT NO. 726-1833	

WATER LINE RELOCATION PROJECT ALONG COUNTY RD. 332 IN WILLIAMSON COUNTY, TEXAS Lone Star Regional Water Authority - 12* W.L. Jarrell/Schwertner WSC - 8* W.L. Sonterra MUD - 12* W.L.

QUANTITIES (Jarrell/Schwertner Water Supply Corporation)



10

ROJECT	-	ater Line Relocation Project Along County Rd. 332 in Williamson County, Texas Sonierra MUQ - 12" Waler Line BIDDER						
The work	set torti balow	compliance with each and every prosessor of the Request for lists, the filld, the Specifications, , and no separate payment will be made for compliance with each and every provision of the art is expressly provided for therein.	and the Con Request for	tract will be Bids, the B	considered a d. the Specifi	es included in cations, sind t	the unit p	tows f
			BID OU	AMITTY				
BIC	TECH	DECALOR	Han Sheet Hunther 7	TOTAL	UNET	UNITCOST	AMOU	MTBD
ITEM	810.1	12" PVC, C+000, DH-14 Class 200 Water Line schuling Trecer View, Ot. Ritings and Construction Steering	600	100	U		1	-
2	810.1	12" PAC, C400, DR-14 Obas 200 Restrated John Water Line within 24" Encasement Hips, including Coving Spiciery	es	20	UF.		1	
1	301-4(1)	Bore under eating County Flant 332 and Instal 24" Beel Encaranted Pipe coated Inside and install or pot installing 12" Restricted Julid Center Pipe.	60		LF.			17
	510.1	12" With Connection on the Existing Sonterna 18(0) 12" Water Line	1	1	£A.			- 5
6	611.3(A)	13" Cate Valve, (for and Marker	. 1	E	EV.		1	
	810.4(29)(4)	Value for Husbing Water Lines, point to Surteens M.CO	10.0	10.0	DAL		*	-
7:	309.1	Trench Gafaty Systems	605	800	u		1	_
	511.5(76)	2" Olive off Assertby	-1	,	6A			
*	510.1	Figure state Fill or Man Absorationed 12" Water Line under Proposed Roader by	115	115	U		•	
		TOTAL AMOUNT OF ISD	Centa				•	-
	511.5(0)	2" (Nov. off Assertity "Down also False William Line Line Line Line Proposed Reads by TOTAL ANGERS OF TRO	1 115		-		-	

		PLAN REVISIONS		DICHORD BY	304
NO.	DATE	DESCRIPTION	MADE BY	CRASS SY.	TOM
100	- perit			DEDSE SY	gor
_				ANNOUSE BY	3297
				SUBMITTED.	
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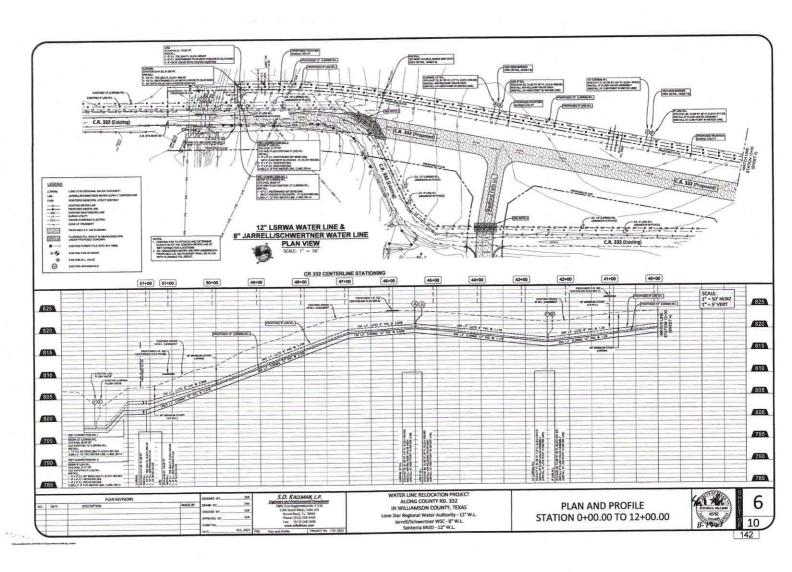
S.D. KALLMAN, L.P.

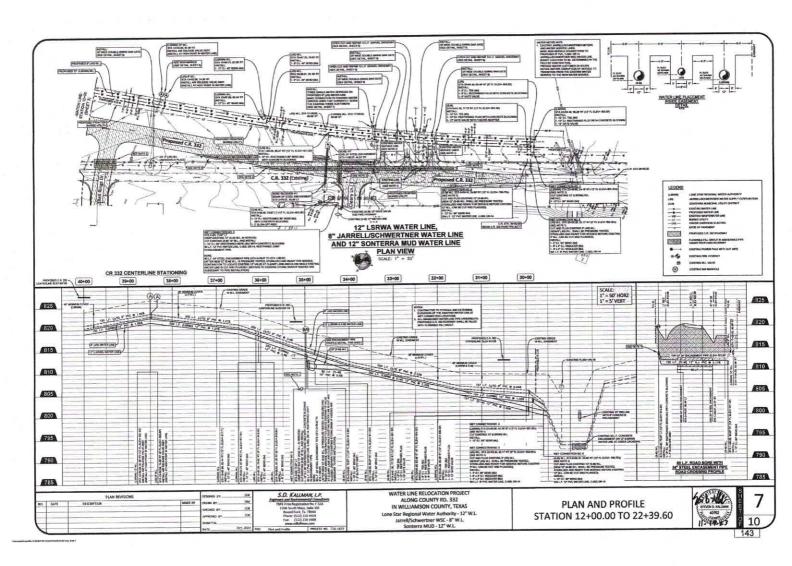
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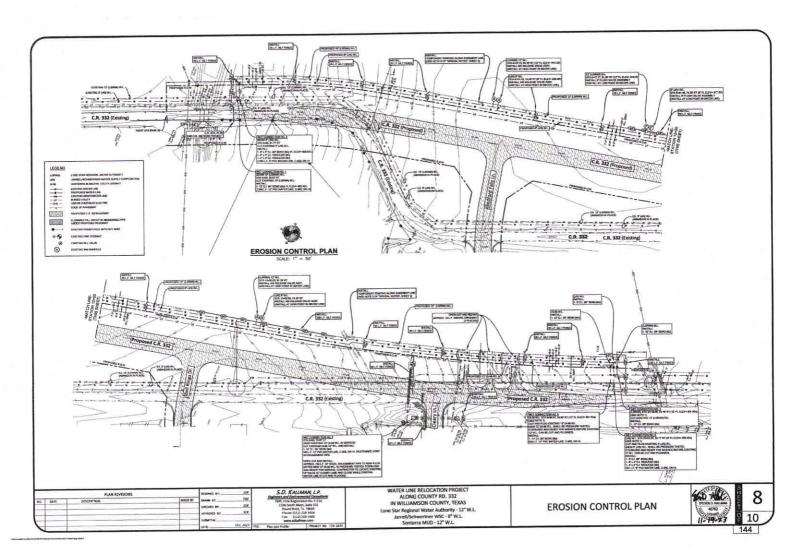
WATER LINE RELOCATION PROJECT
ALONG COUNTY ND. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

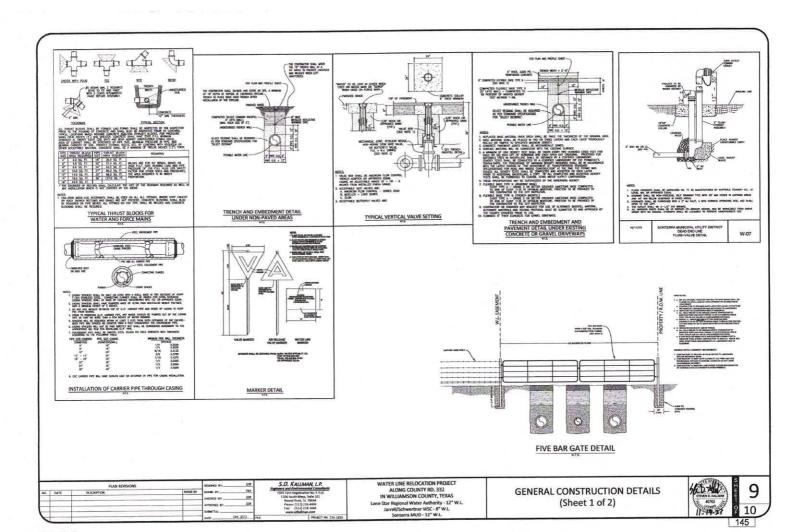
QUANTITIES (Sonterra Municipal Utility District)

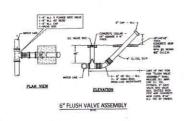


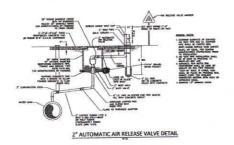


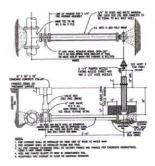




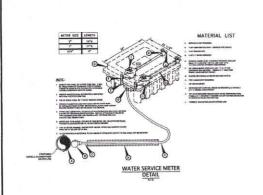


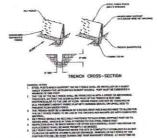




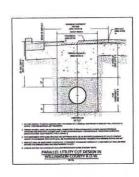


TYPICAL FIRE HYDRANT INSTALLATION





SILT FENCE DETAIL





		PLAN REVISIONS		DURSONED MY	5230	1
104	DATE	DESCRIPTION	MADE BY	ORAMS BY	TiM	ı
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				Haracter .		ı
				DATE	Oct. 2023	-

5.1	D. KALLMAN, L.P.
18PE 33	Frm Begintration No. 1 - 5 6 6 South Mons, Suite (IS) Ount Rock, Yx. 78664 Name: (51.2) 218 - 4604 azı: (51.2) 218 - 1668 wars. colladition.com
tt.	FROACT NO. 724-1833

WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12° W.L.
Jarrell's-Kowetner WSC. -8° W.L.
Sonterra MUD - 12° W.L.

GENERAL CONSTRUCTION DETAILS (Sheet 2 of 2)



