Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 1 of 9

REIMBURSEMENT AGREEMENT

WITNESSETH:

WHEREAS, Utility is the owner of certain <u>4 inch Manville Water Line including associated service</u> <u>lines.</u> (herein called Facilities).

WHEREAS, County desires to construct proposed <u>CR 129</u> (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- 4" water line relocation as a result of conflict with proposed ditch cuts and culverts (4B & 4C) from South of Brushy Creek to North of Williamson County Line.
- County will reimburse Utility for labor and materials.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

- 1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
- 2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
- 3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated <u>1,249.76</u> LF of underground <u>4</u> in <u>waterline</u> defined as Work = \$101,624.56

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County

shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

- 5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
- 6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
- 7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
- 8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
- 9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

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

- 1. Utility Agreement Wilco -U-35 100% County Off System
- 2. Plans, Specification, 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 (Attachment "E")
- 7. Wilco-U-80A Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

S

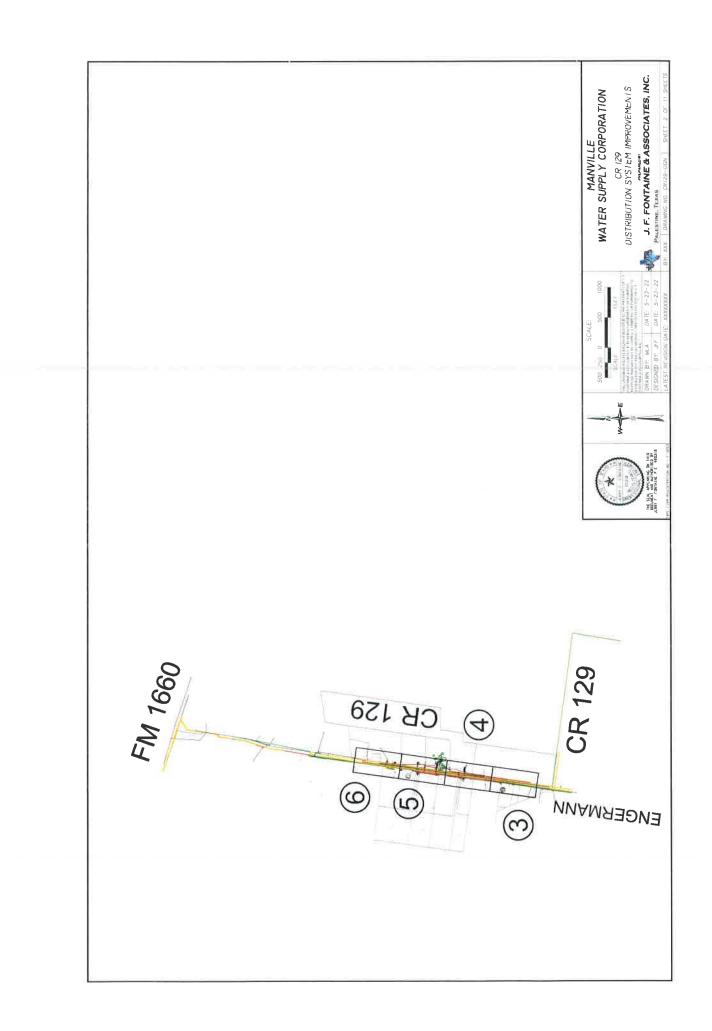
UTILITY		WILLI	WILLIAMSON COUNTY		
Utility:	Manville Water Supply Corporation	By:	Authorized Signature		
By:	Authorized Signature	Title:	Print or Type Name		
Title:	General Manager	Date:			
Date:	05/08/2024				

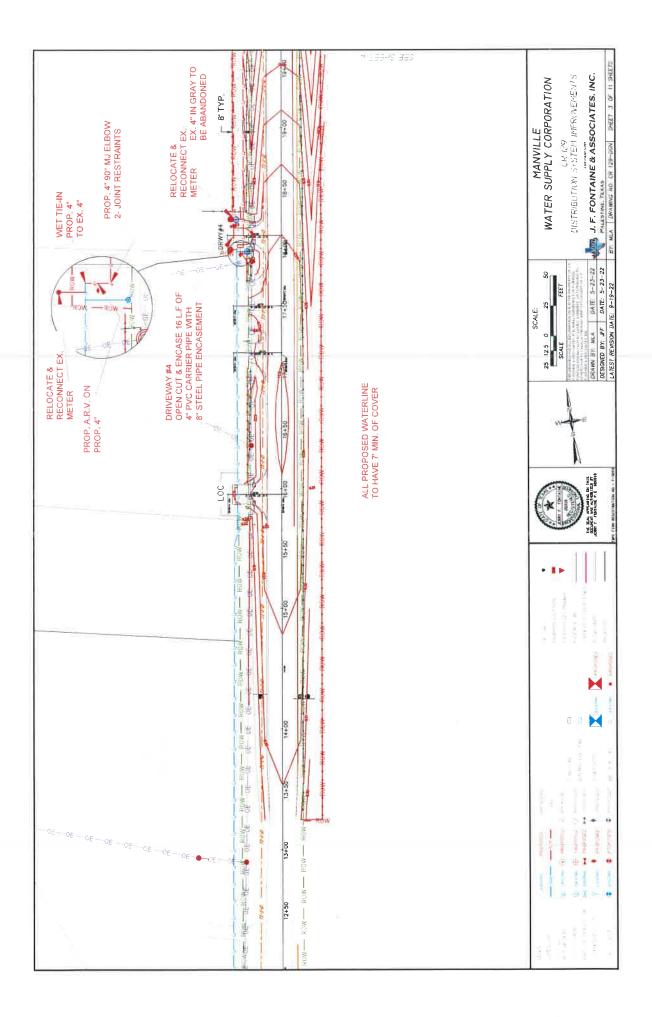
Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 4 of 9

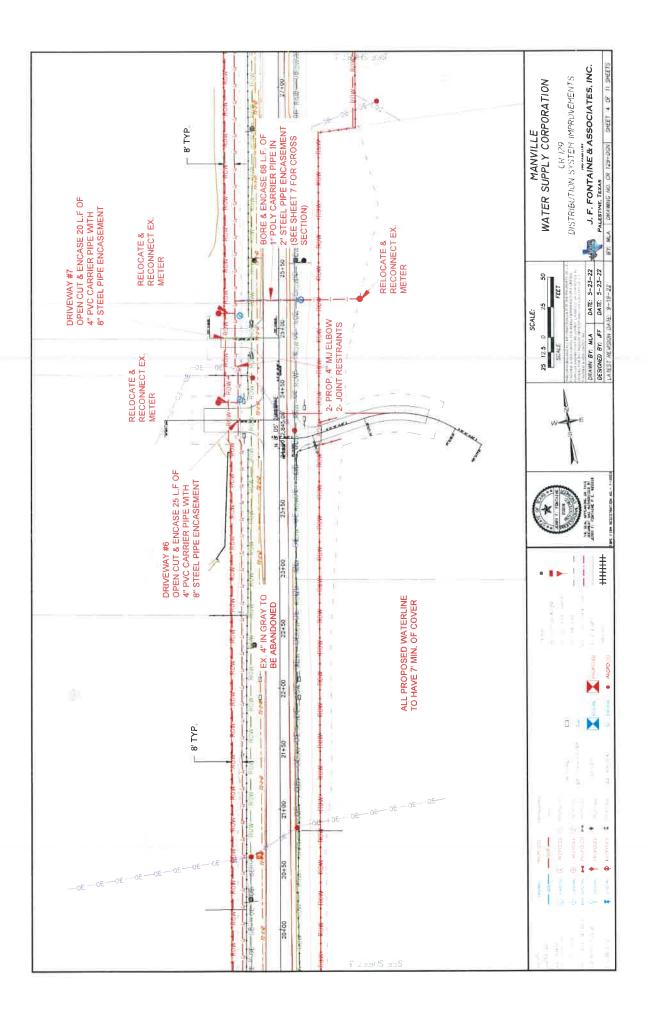
Attachment A

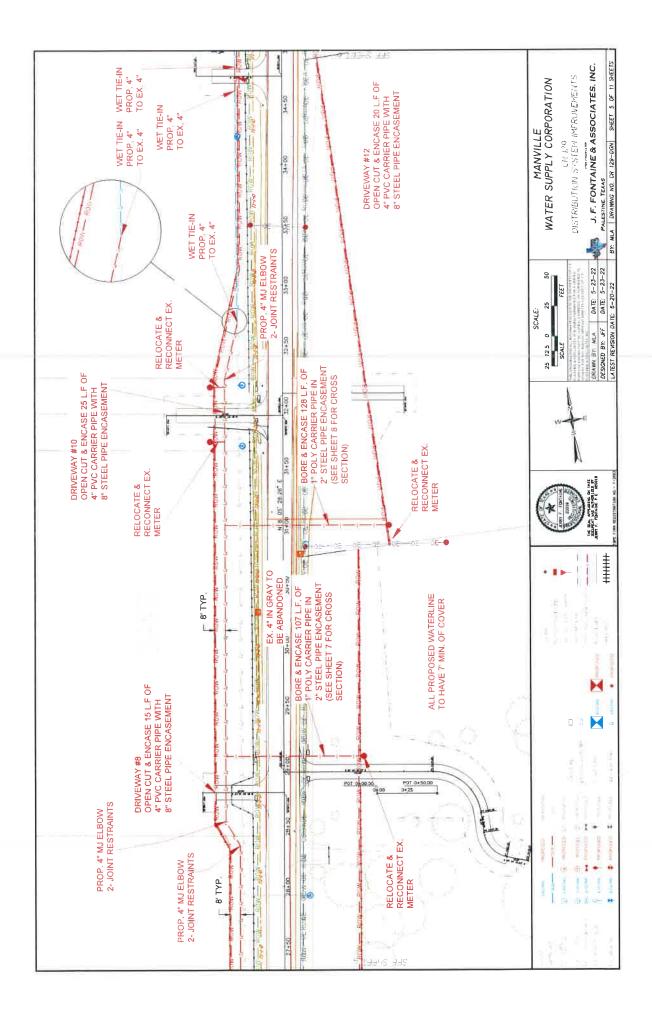
Plans, Specifications, and Estimated Costs

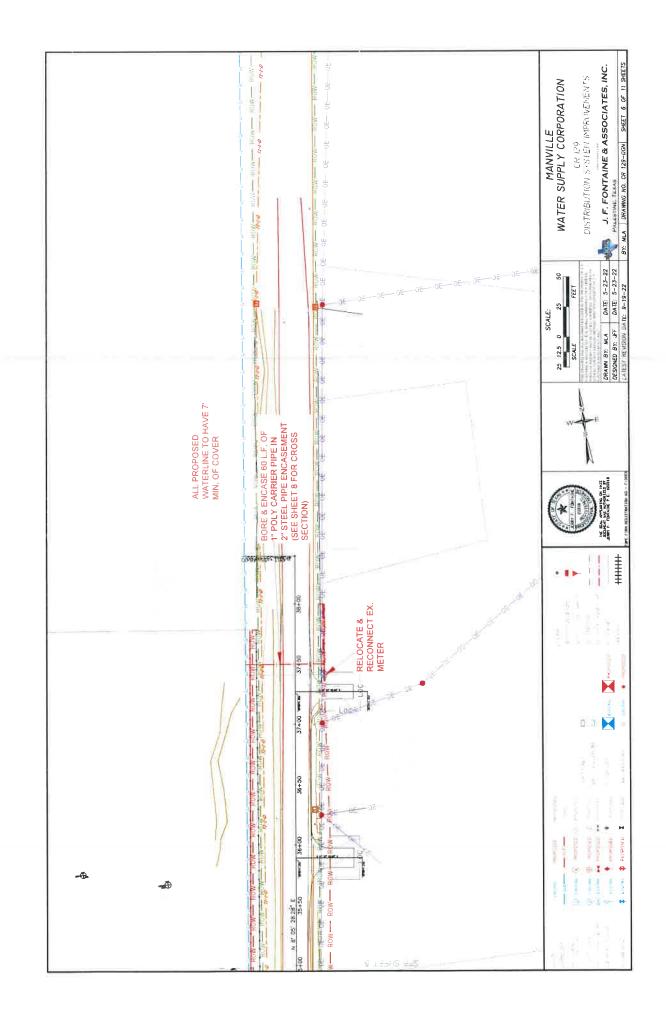
ORATION IES	Z	WOEX 2011 11 - SHIFT 2011 20 PED MAP 2011 20 DISTINBUTION 55511 15 INHROUEMENTS 2015 1101 25 DISTINBUTION 55511 15 INHROUEMENTS 2015 1940 CONSTRUCTION STANDARDS	UTH ITY CONTACT: MANVLLE MATER CORP- ERIN PRINZ DIRECTOR OF COPERATION 1512)856-2488 EXT: 7:55	RAUL OCHOA CONSTRUCTION SERVICES FIELD TECHNICIAN (512)512 8661	WATER SUPPLY CORPORATION UR 129 UVATER SUPPLY CORPORATION UR 129 UVATERN INF HEL BCAHON DIALE SHEFT J. F. FONTAINE & ASSOCIATES, INC. PALERINE TEXAS
MANVILLE SUPPLY CORPORATION TRAVIS & WILLIAMSON COUNTIES	CR 129 WATERLINE RELOCATION	OF DIREC	I REASURER I RACY SPELLINGS MEMBER JOE COFFEY MEMBER MARCUS GARY MEMBER STEVE MARES MEMBED SAMILEI JONES	MEMBER	GENERAL MANAGER TONY GRAF
WATER SU	M			SC DATE	J. F. FONTAINE & ASSOC. INC. DATE
2			APPROVED:	MANVILLE WSC	J. F. FONTAI

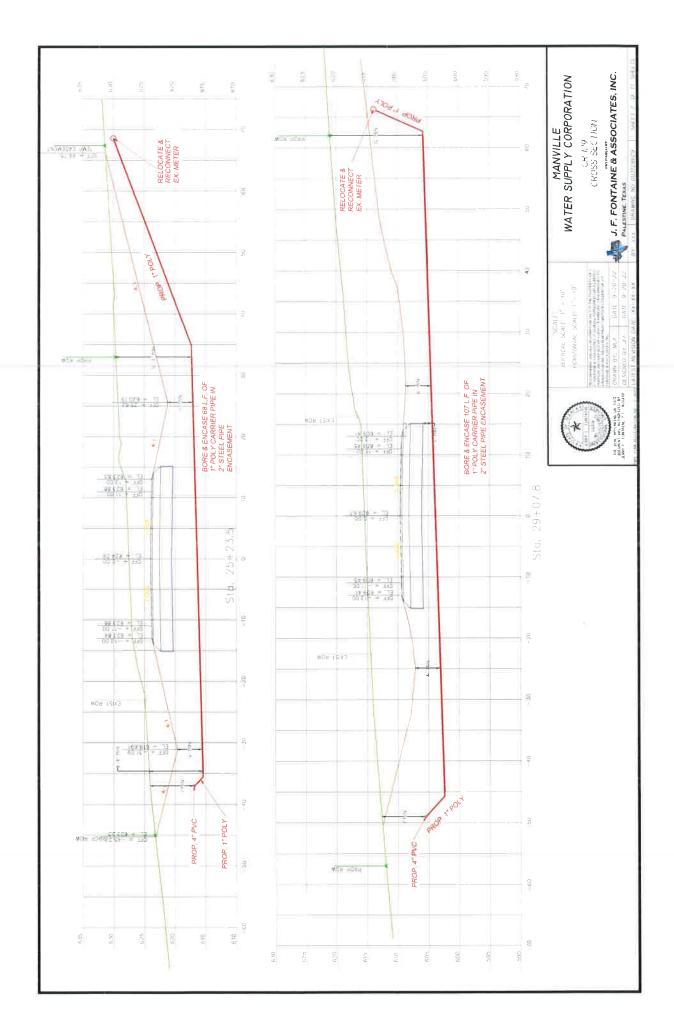


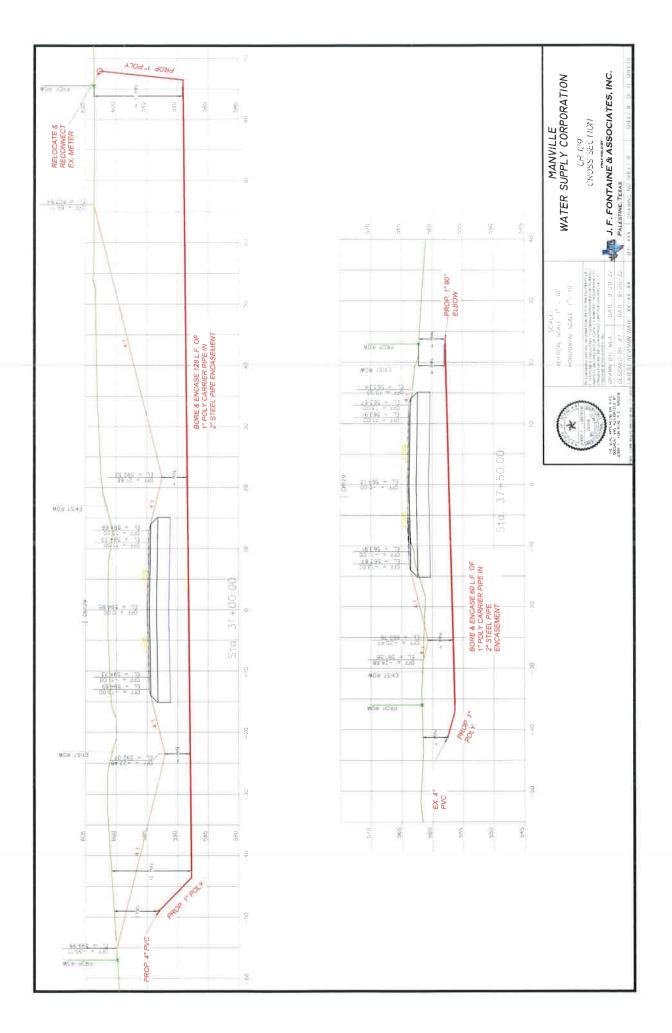


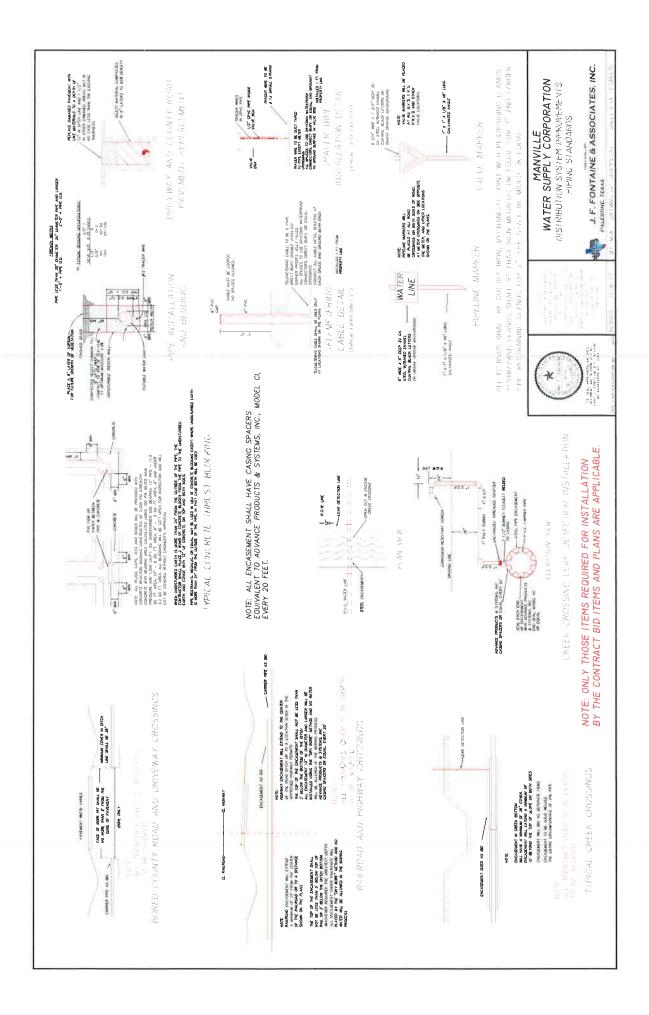


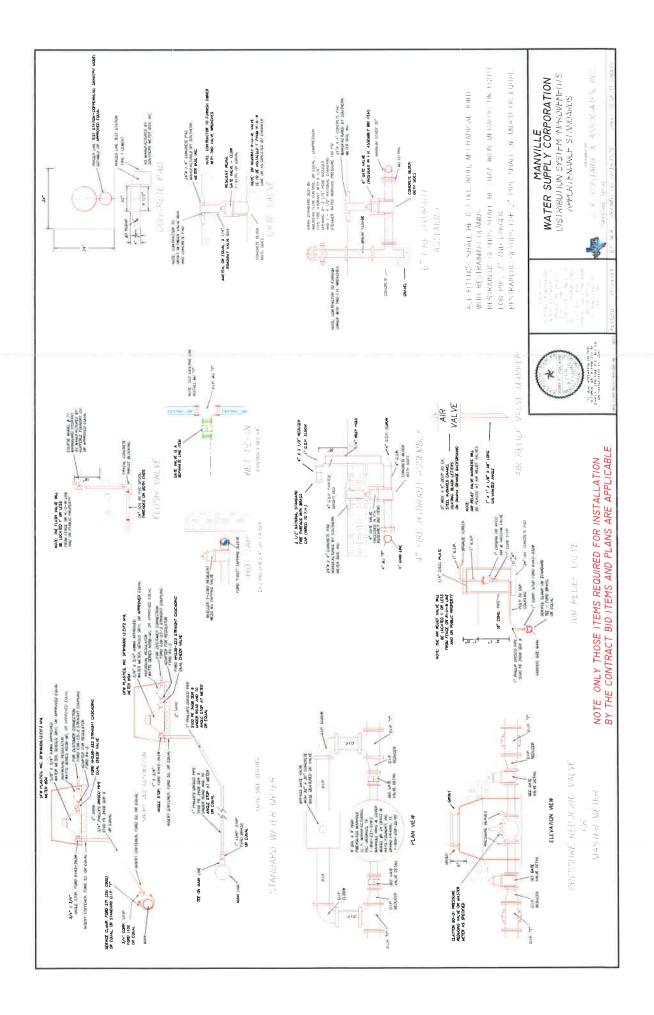


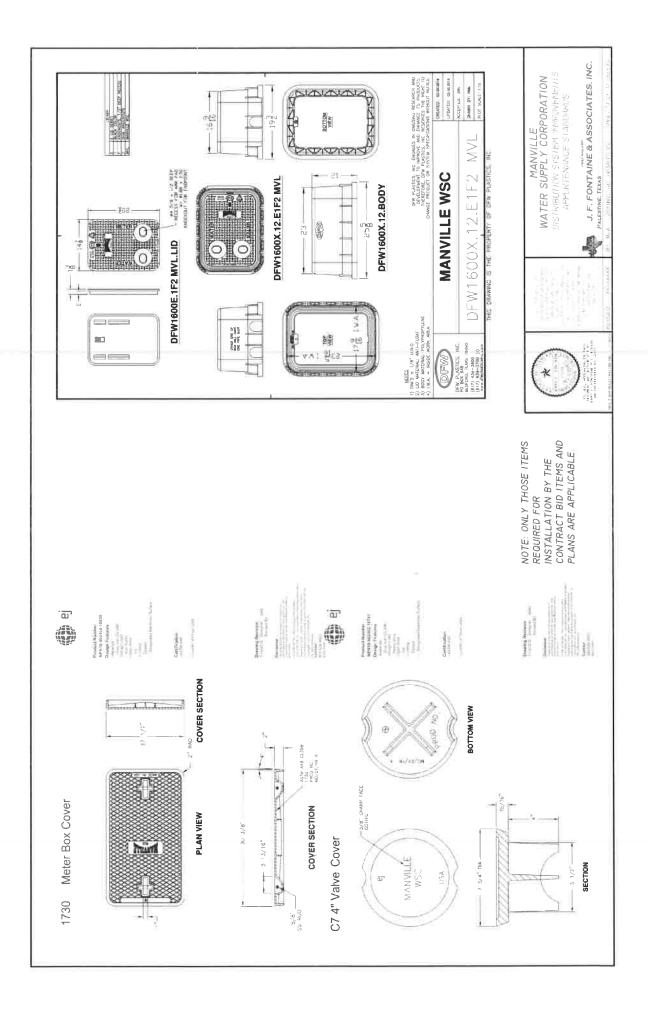












BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

MANVILLE WATER SUPPLY CORPORATION

CR 129 WATERLINE RELOCATION

ITEM	DECORTORION	UNIT		UNIT	TOTAL
NO.	DESCRIPTION	<i>MEASURE</i>	<i>QUANTITY</i>	PRICE ============	PRICE
all n	ish 4" PVC C900 Pipe with 3/8" fill an naterial, equipment and labor required ordance with the Plans and Specificatio	to install in			
DOLL	CENTS	$L.\overline{F.}$	1.500	521	\$ 31,500
Bore	ish all material, equipment and labor r and Encase 1" DR 9 Poly Carrier Pipe in accordance with the Plans and Spec	e in 2" Steel			
DOLL	CENTS	L.F.	363	s ao	57,260
Oper 8" Si	ish all material, equipment and labor r n Cut and Encase 4" C900 PVC Carrie teel Pipe Encasement in accordance w Specifications	r Pipe with			
DOLL	LARS ANDCENTS	L.F.	121	\$ 151	\$ 18,271
insta	ish all material, equipment and labor r Ill Air Relief Valve on proposed 4" wat rdance with the Plans and Specification	erline in			
DOLL	ARS AND CENTS	L.F.	1	\$ 3.000	\$ 3,000
prop	ish all equipment, material and labor r posed 4" line to existing 4" line by the v rdance with the Plans and Specification	vet tie-in method in			
DOLL	LARS AND CENTS	EA.	4	\$ 1000	\$ 4000
reco	nish all equipment, material and labor nnect existing meter to proposed water n accordance with the Plans and Spec	lines in accordance wi			
DOLI	LARS AND CENTS	EA.	10	\$ 600	\$ 6000
TOTAL	OF BID ITEMS		\$ _		70,03
Res	spectfully submitted:				
Ant	Yony Retalat		7		
1	Signature		Address		
TNKE	Title	11-9-2022	Date		

License Number(if applicable)

Page 1 of I

MANVILLE WATER SUPPLY CORPORATION P. O. Box 248 Coupland, TX 78615 (512) 856-2488 (512) 856-2029 (Fax) Date: 9/22/2023-REVISED 10/17/2023

ESTIMATE

PROJECT: CR 129 WC Drainage Project	PROJECT #: 1143	3-23
CHARGES ARE AS FOLLOWS:	DATE	COST
Line Locating for Road Widening Project by Contractor 22 hrs x 250	12/6/2020	\$5,500.00
Engineering Services	11/16/2022	\$8,580.00
Engineering Services	10/6/2023	\$4,420.00
Inspections Rice Inspection, Inc	1/31/2023	\$2,765.09
Inspections Rice Inspection, Inc	2/28/2023	\$6,021.13
Inspections Rice Inspection, Inc	3/23/2023	\$1.322.34
Staff Kick off Meetings - 04/27/22 1 hour (2 MWSC		
representatives)12/21/22 1.5 hours (2 MWSC representatives)		
01/26/2302-1 hour (2 MWSC representatives) x 60 hr x 7	9/22/2023	\$420.00
Action Plan -Notices issued to customers 1 times 3 hours each = 3		
hours x 60 hr	9/22/2023	\$180.00
Flushing Loss 120,000 gallons @ 5.00 per 1000	9/22/2023	\$600.00
Waterloss & Linefilling 20,000 gallons @ 5.00 per 1000	9/22/2023	\$100.00
Bac-T Samples (1) Labor/Material \$110 x 1	9/22/2023	\$110.00
As Built GIS data collections 1 tech - 8 hrs x 60 hr	9/22/2023	\$480.00
Attorney Review Fee 1 hour at \$395.00	9/22/2023	\$395.00
Administrative Fee-20 hours x \$35.00 per hr. (Services to included		
all paperwork processing, phone discussions, billing etc.)	9/22/2023	\$700.00

Total \$31,593.56

MWSC is an equal opportunity provider and employer.

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 10/20/2022

Estimated Completion Date: 02/28/2023

Attachment C

Eligibility Ratio

On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "H" for proof of property interest, which is established at 100% eligible.

Eligibility Ratio Calculation attached

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Betterment Calculation attached.

Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 8 of 9

Attachment E

Proof of Property Interest

UNITED STATES DEPARTMENT OF AGRICULTURE Farmers Home Administration

7469

RIGHT OF WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _ Henry P. Hooper Jr. hereinafter called Grantors, in consideration of one dollar(\$1.00) and other good and valuable consideration paid by Manville Water Supply 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 _____ a pipeline over and across <u>178</u> acros of land. more particularly described in instru-ment recorded in Vol. <u>258</u>, Page <u>434</u>, Deed Records, <u>Williamson</u> County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

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 Grantors' 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 the following:

IN WITNESS "HEREOF the said Grantors have executed this instrument this ______ day of _______, 1971.

Henry P Hoopen JV

ACKNO LEDGEMENT

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 <u>Henryn P. Hooper Jr.</u>

known to me to be the person(%) whose name(%) is (**xxe**) subscribed to the foregoing instrument, and acknowledged to me that he (**xxx** x(**xxe**)) executed the game for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 3 _____ day of

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ December ' , 1971 MILLINS ST

CLARA BELLE SMITH MY COMSN. EXP. 6-1-73 lara Rille Sma Notary Public in and for Williamson _County, Texas

THE STATE OF TEXAS County of Williamson I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office 9:40 . o'clock H A. D. 1974, at . . M., and duly recorded this on th 9:38 A. D. 1974. at o'clock H M, in the th pp 729 ~ -WITNESS MY HAND and seal of the County Court of said County. at office in Georgetown, Texas, the date last above written. Hild Deputy DICK CERVENKA, CLERK, County Court, Williamson County, Texas. By ; 7 ंत्रा 17-2-1 <u>[</u> Cipry JAN 30 1974 469 CIOCX Ę, N ัม 0

Attachment F

Wilco – U-80A – Joint Use Agreement

Williamson County Form Wilco-U-80A Joint Use Agreement Page 1 of 2 Rev. 12/2014

Utility Joint Use Agreement 80A Agreement No. WC-JUA-UTILITY-CR 129- Manville WSC

THE STATE OF TEXAS} COUNTY OF WILLIAMSON}

County: <u>Williamson</u> Road Location: <u>CR 129</u> Limits: <u>From South of Brushy Creek</u> <u>To North of Williamson County Line</u>

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

WHEREAS. <u>Manville Water Supply Corporation</u>, 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 <u>day of</u> 2024, 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 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.

Williamson County Form Wilco-U-80A Joint Use Agreement Page 2 of 2 Rev. 12/2014

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

Owner:
Manville Water Supply Corporation
Utility Name
By III
Authorized Signature
Erit Prinz
Print or Type Name
Title: <u>General Munager</u>
Date: 05/08/2024

Williamson County:

