

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 8 day of May, 2024, by and between Manville Water Supply Corporation (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

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

WHEREAS, County desires to construct proposed CR 129 (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 1,249.76 LF of underground 4 in waterline 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.

UTILITY

Utility: Manville Water Supply Corporation
Name of Utility

By: 
Authorized Signature
Erik Prinz
Print or Type Name

Title: General Manager

Date: 05/08/2024

WILLIAMSON COUNTY

By: Valerie Covey
Authorized Signature

Valerie Covey
Print or Type Name

Title: Presiding Officer

Date: May 21, 2024

Attachment A
Plans, Specifications, and Estimated Costs

MANVILLE WATER SUPPLY CORPORATION

TRAVIS & WILLIAMSON COUNTIES

CR 129 WATERLINE RELOCATION

INDEX:
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TITLE SHEET
KEY MAP
DISTRIBUTION SYSTEM IMPROVEMENTS
CROSS SECTIONS
CONSTRUCTION STANDARDS

- BOARD OF DIRECTORS
- | | |
|--------------|-----------------|
| PRESIDENT | JACK ATTERSTROM |
| VICE - PRES. | GEORGE TOLLESON |
| SECRETARY | LARRY HODDE |
| TREASURER | TRACY SPELLINGS |
| MEMBER | JOE COFFEY |
| MEMBER | MARCUS GARY |
| MEMBER | STEVE MARES |
| MEMBER | SAMUEL JONES |
| MEMBER | JEFF MONZINGO |

APPROVED:

UTILITY CONTACT:
MANVILLE WATER CORP.
ERIK PRINZ, DIRECTOR OF OPERATION
(512) 550-2488 EXT. 753
RAUL OCIOA, CONSTRUCTION SERVICES FIELD
TECHNICIAN
(512) 551-8661

MANVILLE WSC DATE

GENERAL MANAGER TONY GRAF



MANVILLE
WATER SUPPLY CORPORATION
CR 129
WATERLINE RELOCATION
TITLE SHEET
PREPARED BY

J. F. FONTAINE & ASSOC. INC. DATE

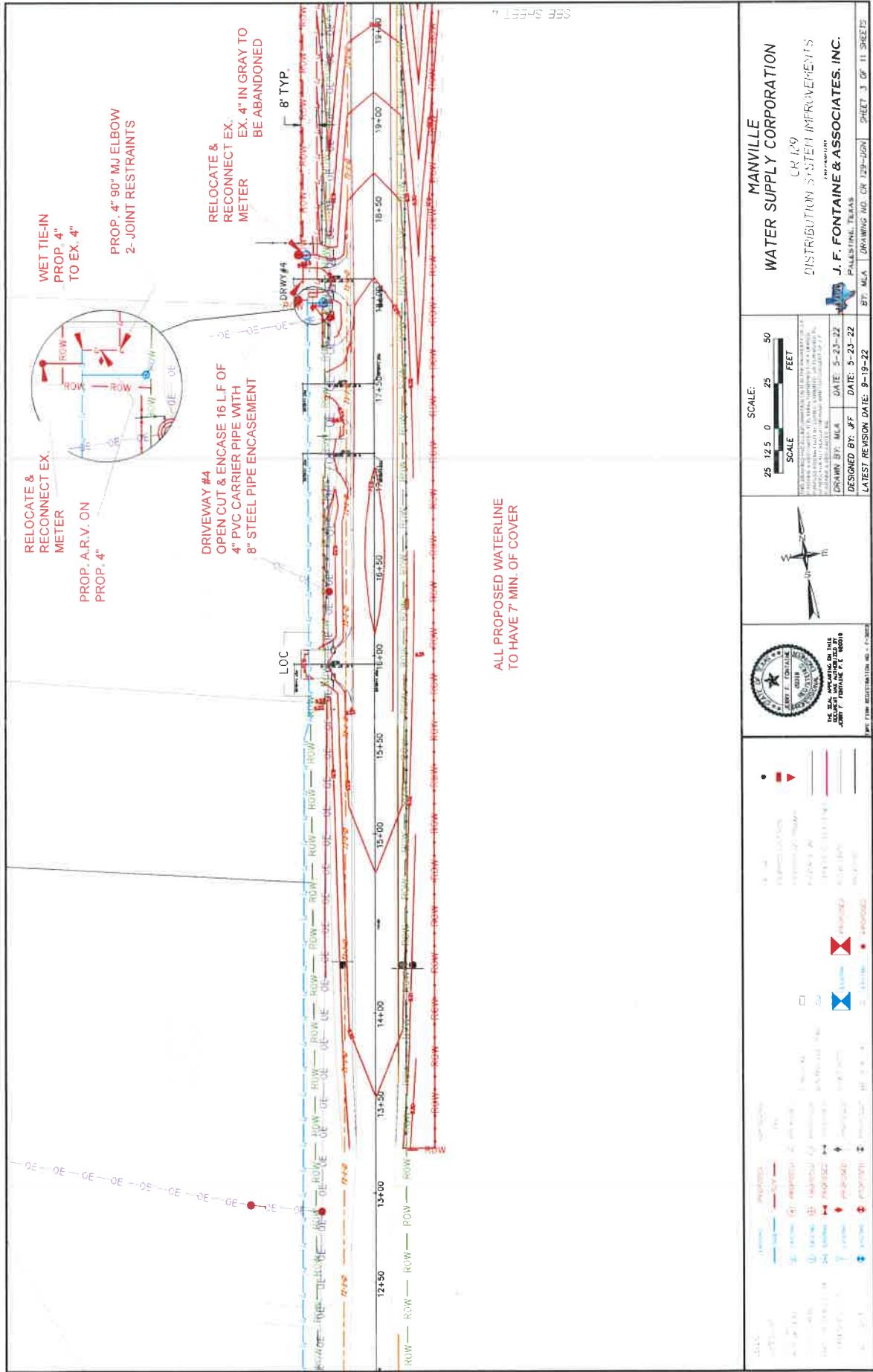


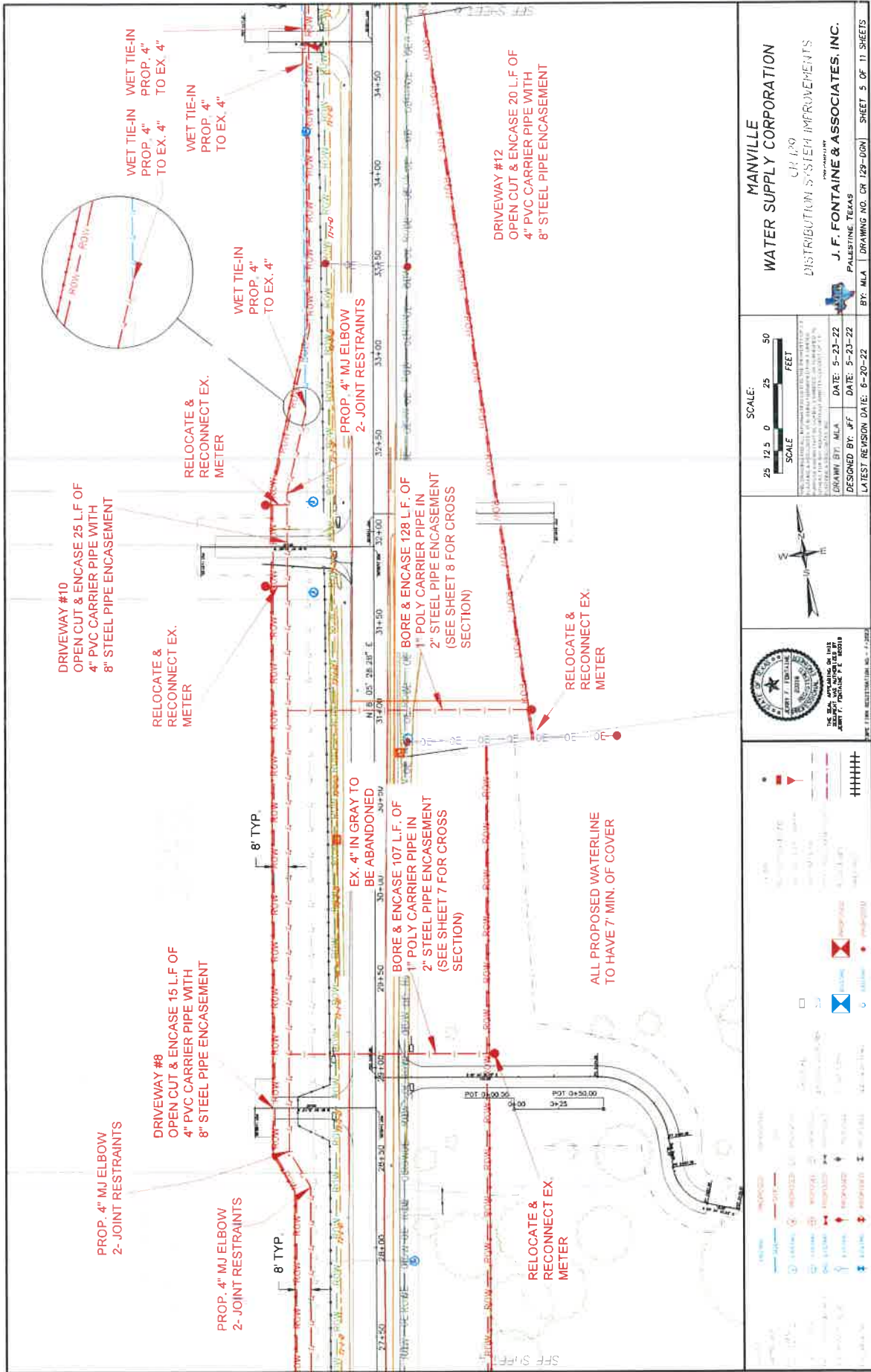
J. F. FONTAINE & ASSOCIATES, INC.
PALESTINE, TEXAS
UNLIMITED AND UNRESTRICTED IN THE STATE OF TEXAS
SHEET NO. 1 OF 11

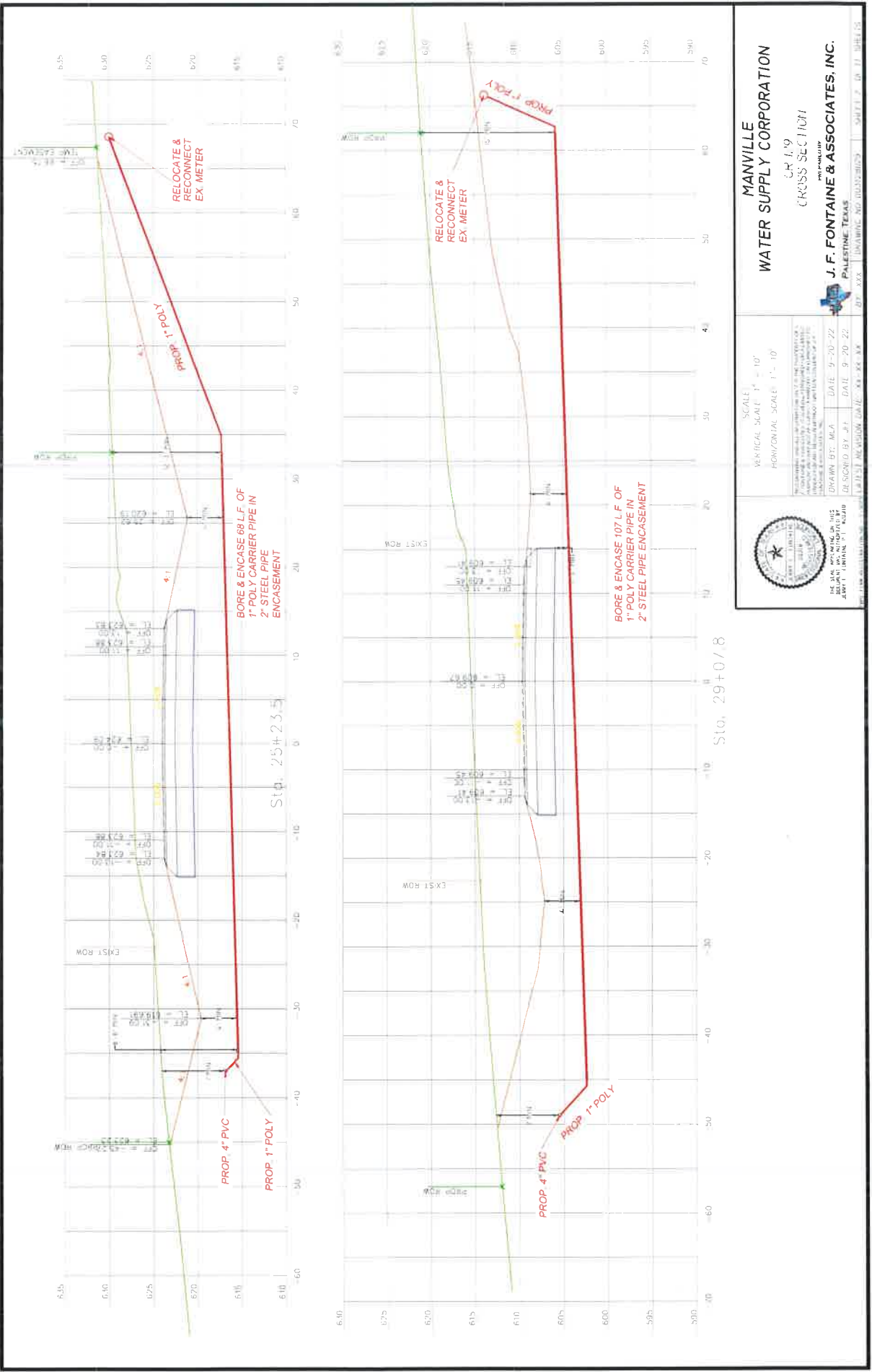


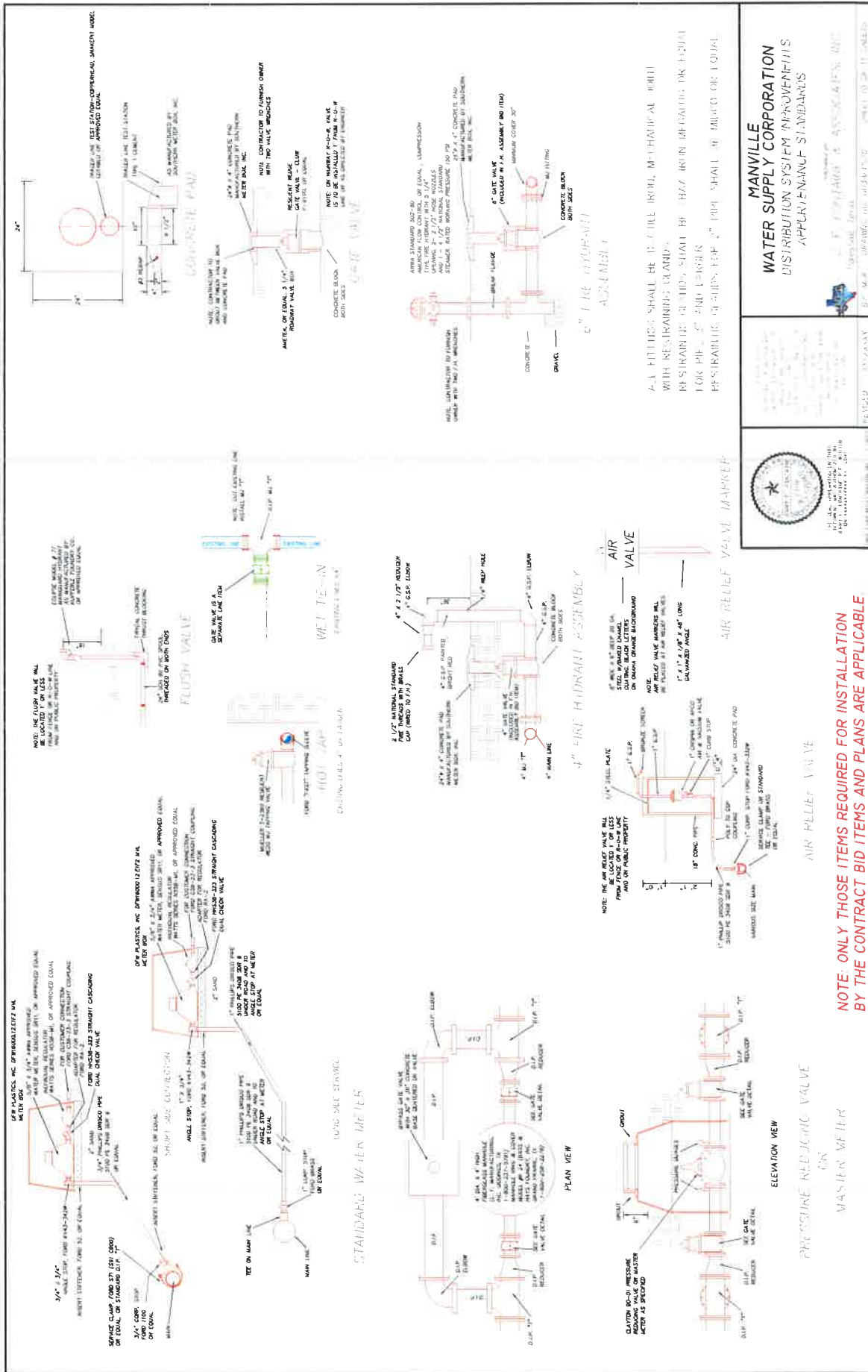
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 ALL DIMENSIONS SHOWN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER HAS CONDUCTED A VISUAL CHECK OF THE INFORMATION PROVIDED AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT.

MANVILLE
 WATER SUPPLY CORPORATION
 CR 129
 DISTRIBUTION SYSTEM IMPROVEMENTS
 J. F. FONTAINE & ASSOCIATES, INC.
 PALATKA, TEXAS
 DRAWN BY: MFA DATE: 5-23-22
 DESIGNED BY: JFF DATE: 5-23-22
 LATEST REVISION DATE: XXXXXXXX
 BY: XXX DRAWING NO. CR129-UNN SHEET 2 OF 11 SHEETS









NOTE: ONLY THOSE ITEMS REQUIRED FOR INSTALLATION
BY THE CONTRACT BID ITEMS AND PLANS ARE APPLICABLE.

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 NO.	DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Furnish 4" PVC C900 Pipe with 3/8" fill and rock bedding all material, equipment and labor required to install in accordance with the Plans and Specifications	L.F.	1.500	\$ 21	\$ 31,500
2.	Furnish all material, equipment and labor required to Bore and Encase 1" DR 9 Poly Carrier Pipe in 2" Steel Pipe in accordance with the Plans and Specifications	L.F.	363	\$ 20	\$ 7,260
3.	Furnish all material, equipment and labor required to Open Cut and Encase 4" C900 PVC Carrier Pipe with 8" Steel Pipe Encasement in accordance with the Plans and Specifications	L.F.	121	\$ 151	\$ 18,271
4.	Furnish all material, equipment and labor required to install Air Relief Valve on proposed 4" waterline in accordance with the Plans and Specifications	L.F.	1	\$ 3,000	\$ 3,000
5.	Furnish all equipment, material and labor required to connect proposed 4" line to existing 4" line by the wet tie-in method in accordance with the Plans and Specification	EA.	4	\$ 1000	\$ 4000
6.	Furnish all equipment, material and labor required to relocate and reconnect existing meter to proposed waterlines in accordance with the in accordance with the Plans and Specifications	EA.	10	\$ 600	\$ 6000
TOTAL OF BID ITEMS					\$ 70,031

Respectfully submitted:

Anthony Ritzdoff
Signature

Address

ANKE CONSTRUCTION
Title

11-9-2022
Date

License Number (if applicable)

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 #: 1143-23

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 represntatives)		
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.

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, re-
pair, maintain, replace, and remove a pipeline
over and across 178 acres of land, more particularly described in instru-
ment recorded in Vol. 258, Page 434, Deed Records, Williamson
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 WHEREOF the said Grantors have executed this instrument
this 3 day of December, 1971.

Henry P. Hooper Jr.

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 Henry P. Hooper Jr.

known to me to be the person(s) whose name(s) is (are) subscribed to the
foregoing instrument, and acknowledged to me that he (she) executed the
same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 3 day of
December, 1971.

Clara Belle Smith
Notary Public in and for
Williamson County, Texas

CLARA BELLE SMITH
MY COMSN. EXP. 6-1-73

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
on the 30 day of Jan A. D. 19 74 at 9:40 o'clock A M., and duly recorded this
the 31 day of Jan A. D. 19 74 at 9:38 o'clock A M. in the
Deed Records of said County, in Vol. 581 pp 729

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas,
the date last above written.

By Barbara Skifffield Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas.

FILED 7469

FILED FOR RECORD

at 9:40 o'clock A M.

JAN 30 1974 31
2:39

DICK CERVENKA

Clerk County Court Williamson Co., Texas

Barbara Skifffield
Deputy

219

521
729

152

Attachment F

Wilco – U-80A – Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 129- Manville WSC

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

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

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

WHEREAS, Manville Water Supply Corporation, 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 8 day of May, 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 **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:

Manville Water Supply Corporation

Utility Name

By



Authorized Signature

Erik Prinz

Print or Type Name

Title:

General Manager

Date:

05/08/2024

Williamson County:

By

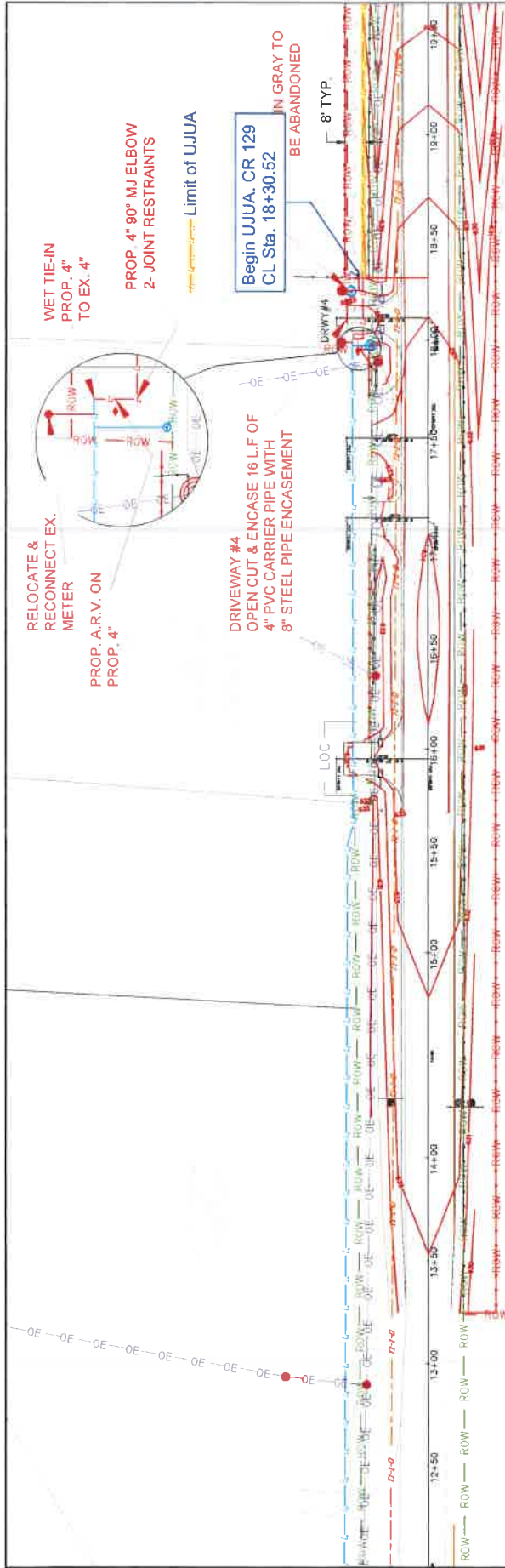
Authorized Signature

Print or Type Name

Title:

Date:

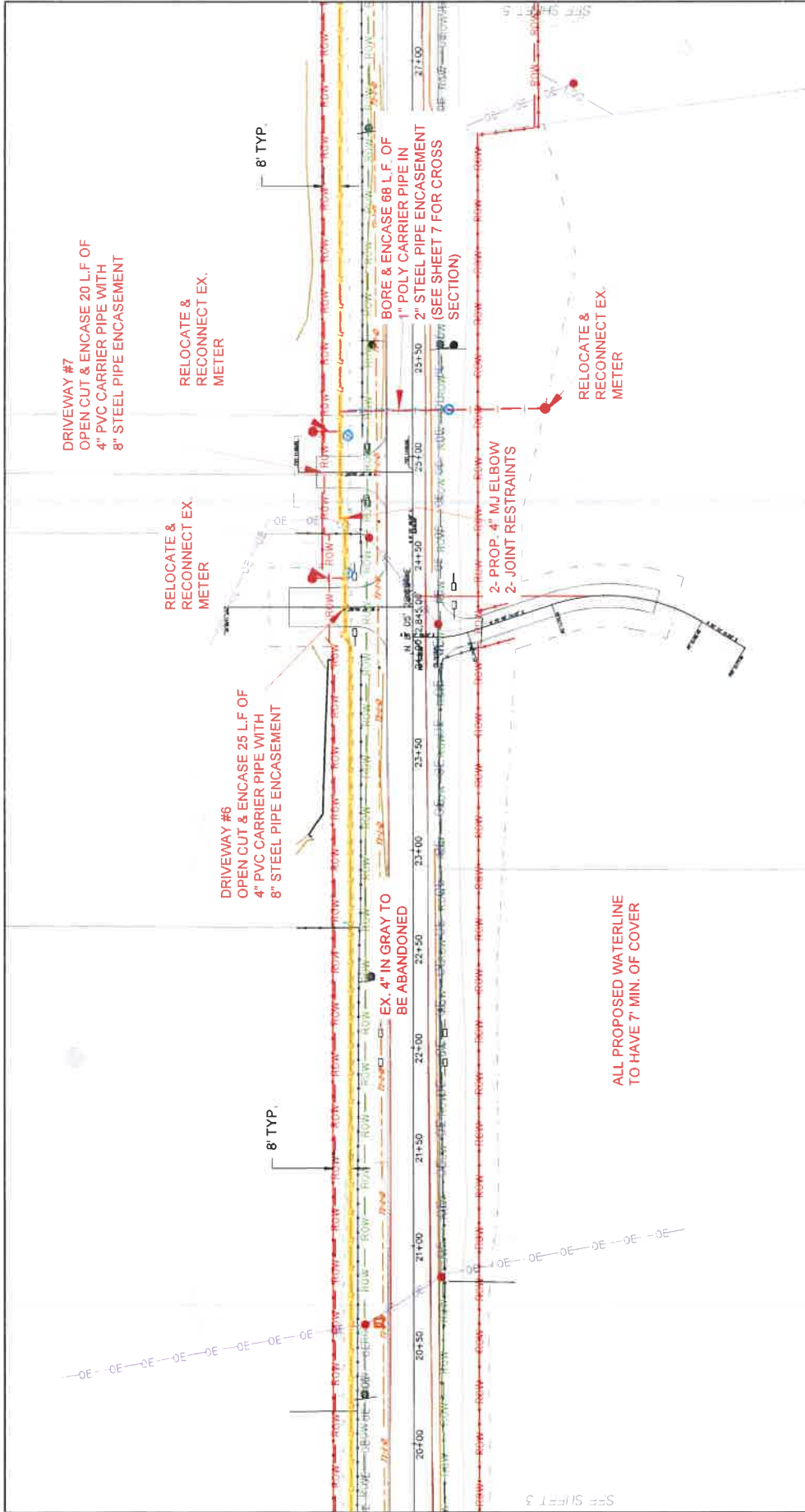
SIG



ALL PROPOSED WATERLINE
TO HAVE 7' MIN. OF COVER

SEE SHEET 2

						<p>MANVILLE WATER SUPPLY CORPORATION CR 129 DISTRIBUTION SYSTEM IMPROVEMENTS J. F. FONTAINE & ASSOCIATES, INC. PALESTINE, TEXAS BTF: MCA DRAWING NO. CR 129-JUN SHEET 3 OF 31 SHEETS</p>	
<p>DESIGNED BY: J.F. DATE: 5-23-22 LATEST REVISION DATE: 9-19-22</p>		<p>DATE: 5-23-22 DATE: 5-23-22</p>		<p>DATE: 5-23-22 DATE: 5-23-22</p>		<p>DATE: 5-23-22 DATE: 5-23-22</p>	



LEGEND

- Proposed Waterline
- Proposed 8\"/>

SCALE:

25 12.5 0 25 50
SCALE FEET

COMPASS:

N
E
S
W

SEAL:

STATE OF TEXAS
COUNTY OF DALLAS
J. F. FONTAINE & ASSOCIATES, INC.
Professional Engineer
No. 123456789
Exp. 12/31/2022

MANVILLE
WATER SUPPLY CORPORATION
CK 129
DISTRIBUTION SYSTEM IMPROVEMENTS

J. F. FONTAINE & ASSOCIATES, INC.
PALESTINE, TEXAS
DESIGNED BY: M.A. DATE: 5-23-22
LATEST REVISION DATE: 9-19-22

SHEET 3 OF 11 SHEETS

