

EXHIBIT

"A"

INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS FOR GATTIS SCHOOL SEGMENT 6

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("Agreement") is entered into by and between Manville Water Supply Corporation ("**Manville**") and the City of Round Rock, Texas, a Texas home rule municipality ("**Round Rock**"). In this Agreement, Manville and Round Rock are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, Round Rock is and has been in the process of constructing improvements to Gattis School Road, Segment 6, the location of which is shown on **Exhibit "A"**, attached hereto (the "**Road Project**"); and

WHEREAS, a portion of the proposed Road Project includes the widening of the right-of-way which encroaches into easements in which the Manville's water system improvements are, or will be located; and

WHEREAS, the Parties have determined that, because of the Road Project, the relocation of Manville water lines are necessary (the "**Relocation Project**"); and

WHEREAS, plans and specifications for the relocation of the Manville water lines affected by the Road Project are attached hereto as **Exhibit "B"** (the "**Plans**"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which Manville will construct the Relocation Project at Round Rock's cost.

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 STATEMENT

1.01 General. The purpose of this Agreement is to provide for the relocation and construction of Manville waterline improvements (the Relocation Project) caused by Round Rock's construction of the improvements to Gattis School Road (the Road Project).

1.02 Round Rock Relocation of Waterlines. Round Rock will, at its own expense, pay all costs of the Relocation Project. The estimated construction costs of the Relocation Project are shown on **Exhibit "C"** (the "**Construction Cost**").

1.03 Round Rock to Obtain Easements Round Rock agrees to acquire at its own expense all necessary easements required by the Manville for the Relocation Project as shown on the Plans. This Agreement specifically allows Round Rock's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the Manville. The form of the easement shall be approved by Manville prior to acquisition.

1.04 Manville Obligations. Manville shall be responsible for the design of the Plans, including specifications. Manville will submit invoices for design costs to Round Rock, and Round Rock shall reimburse the Manville for the Construction Cost. After completion of the Relocation Project, Manville will own and maintain said waterlines at its sole cost and expense.

1.05 Continuation of Service. Round Rock agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of the Manville and will not result in the permanent loss of water service to any such customers.

II. CONSTRUCTION OF RELOCATION PROJECT

2.01 General. The Parties agree that Manville shall be solely responsible for the construction of the Relocation Project. The Parties agree that Round Rock shall be solely responsible for the Construction Cost of the Relocation Project.

2.02 Payment and Maintenance. Round Rock's payment for the Construction Costs will be due and owing thirty (30) days after the Manville has completed the Relocation Project. After completion, Manville shall own and maintain the facilities included within the Relocation Project.

2.03 Construction Schedule. Manville agrees to start construction of the Relocation Project no later than January 17, 2022 and to complete construction no later than May 16, 2022. Manville agrees and understands that it is imperative that the Relocation Project be completed in accordance with the above schedule.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that either Party believes that the other Party has materially breached any 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 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, 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 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:

MANVILLE:

Manville Water Supply Corporation
P.O. Box 248
Copeland, Texas 78615
Attn: _____
Telephone: (512) - _____

ROUND ROCK:

City of Round Rock
221 E. Main St.
Round Rock, Texas 78664
Attn: City Manager
Telephone: (512) - _____

4.09 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.

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

MANVILLE WATER SUPPLY CORPORATION

By: Tony Graf, its GM

Date: 11-29-21

CITY OF ROUND ROCK, TEXAS

By: Craig Morgan, Mayor

Date: _____

MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248
Coupland, TX 78615

(888) 856-2488 (888) 856-2242 (Toll Free Fax)
(512) 856-2488 (512) 856-2029(fax)

C O S T E S T I M A T E

Today's Date: 6/21/2021 **Prepared by:** Rexanne Pilkenton / Erk Prinz

Customer Name: Red Bud Lane /Gattis School Road 4" water line relocating - Project # 1143-07

CHARGES ARE AS FOLLOWS:

In-house inspections / data collection 8 hours	\$60	<u>\$480.00</u>
In-house plan review, field meetings, virtual meetings, phone conferences 10 hours	\$60	<u>\$600.00</u>
Contractor line locating -4" water line 780'		<u>\$5,139.14</u>
Water Outage / Action Plan / Customer Notifications Field - 12 hrs (2 employees) Office - 2 hrs	\$60	<u>\$840.00</u>
Attorney Agreement Review / Board Review & Approval 2 hrs	\$250	<u>\$500.00</u>
Line Filling /Flushing Loss 43,000 gallons	\$5	<u>\$215.00</u>
Bac-T Samples (1) - 2 Hrs Labor/Material	\$180	<u>\$180.00</u>
Administrative Fee-20 hours x \$25.00 per hr. (Services to included all paperwork processing, phone discussions, billing and etc.)	\$25	<u>\$500.00</u>

Estimated Completion Cost **\$8,454.14**



J.F. FONTAINE & ASSOCIATES, INC.
ESTIMATED COST FOR ENGINEERING SERVICES
FOR
MANVILLE WATER SUPPLY CORPORATION
REDBUD LN/ GATTIS SCHOOL RD

PRELIMINARY PHASE:

Principal P.E. - 20 HRS @ 150.00	= \$	3,000.00
Project Manager - 40 HRS @ 105.00		4,200.00
Surveying (Field Check) - 12 Hrs @ 95.00		1,140.00
Cad Draftsman - 40 HRS @ 65.00		2,600.00
Clerical - 8 HRS @ 40.00		<u>320.00</u>
Total Estimated Cost	\$	11,260.00

DESIGN PHASE:

Principal P.E. - 30 HRS @ 150.00	= \$	4,500.00
Project Manager - 30 HRS @ 105.00		3,150.00
Cad Draftsman - 40 HRS @ 65.00		2,600.00
Clerical - 8 HRS @ 40.00		<u>320.00</u>
Total Estimated Cost	\$	10,570.00

CONSTRUCTION AND CLOSEOUT PHASE:

Principal P.E. - 8 HRS @ 150.00	= \$	1,200.00
Project Manager - 60 HRS @ 105.00		6,300.00
Cad Draftsman - 8 HRS @ 65.00		520.00
Clerical - 12 HRS @ 40.00		<u>480.00</u>
Total Estimated Cost	\$	8,500.00

TOTAL ENGINEERING FEES:

TOTAL PRELIMINARY PHASE	= \$	11,260.00
TOTAL DESIGN PHASE		10,570.00
TOTAL CONSTRUCTION AND CLOSEOUT PHASE		<u>8,500.00</u>
TOTAL ENGINEERING FEES	= \$	30,330.00

J.F. FONTAINE & ASSOCIATES, INC.
ESTIMATED COST FOR RESIDENT INSPECTION SERVICES
FOR
MANVILLE WATER SUPPLY CORPORATION
REDBUD/GATTIS SCHOOL RD
1186-01-091

PRELIMINARY PHASE:

Resident Inspector - 240 HRS @ 45.00	=	\$	10,800.00
Travel, Food & Mileage - 30 DAYS @ 180.00			<u>5,400.00</u>
Total Estimated Cost		\$	16,200.00

TOTAL RESIDENT INSPECTION FEES:

TOTAL RESIDENT INSPECTION FEES	=	\$	16,200.00
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2054 9.19.20

MANVILLE WSC

GATTIS SCHOOL RD/REDBUD

ITEM	AMT	UNITS	COST	TOTAL
4" PVC	835	FT	15.00	12,525.00
4" BORE & ENCASE/8" STEEL	622	FT	110.00	68,420.00
4" GATE VALVE	1	EA	1,500.00	1,500.00
2" GATE VALVE ON EX.	1	EA	1,000.00	1,000.00
4" X 4" X 2" MJ TEE	1	EA	1,200.00	1,200.00
HOT TAP PROP. 4" TO EX. 8"	1	EA	5,000.00	5,000.00
WET TIE-IN PROP. 4" TO EX. 4"	1	EA	1,500.00	1,500.00
WET TIE-IN PROP. 2" TO EX. 2"	1	EA	1,500.00	1,500.00
RECONNECT EX. METERS TO PROP. 4" WATERLINE	4	EA	1,500.00	6,000.00
REMOVE EX. 4" WL, EX. APPURTENANCES, AND FILL EX. ENCASEMENTS WITH FLOWABLE FILLER	760	FT	15.00	11,400.00
TRENCH SHORING	140	FT	2.00	280.00
Line Markers	4	EA	35.00	140.00
TOTAL				110,465.00

Engineering Fees	30,330.00
Resident Inspection Fees	16,200.00

Total Estimated Project Cost

~~223,320.00~~

156,995.00