

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

UTILITY REIMBERSEMENT AND JOINT ACCESSS AND USE (CONSTRUCTION)
AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, the City of Pflugerville, a Texas home-rule city, with offices located at 100 East Main Street, Pflugerville, Travis County, Texas 78660 (City), acting by and through its duly authorized officer, proposes to make certain utility improvements on a section of Kelly Lane (Project); and

WHEREAS, the Manville Water Supply Corporation (Owner) has existing facilities within the limits of the existing Public Right of Way which will be conflict with proposed City improvements and require relocation or adjustment; and

WHEREAS, the City of Pflugerville, proposes to relocate and consolidate Manville Water Supply Corporation (Owner) facilities, along or across, and within or over such limits of the roadway right of way as indicated on the plans or on location sketches attached hereto and incorporated herein as Exhibit A, except as provided herein below,

For purposes of Project definition, location, and scope the parties incorporate herein by reference and for all purposes the document styled Manville Water Supply Corporation Kelly Lane Phase II Contract, between Owner and Nelson Lewis Inc., and all amendments and addenda thereto, all technical plans and specifications applicable to the Project, and all documents identified in Section 1.02 of the said contract as “contract documents.”

NOW, THEREFORE, it is hereby mutually agreed that joint usage for both roadway and utility purposes will be made of the area within the roadway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches, and attachments thereto, Where Owner by reasons of ownership of an easement or otherwise under law has the right to maintain facilities within the area above described in Exhibit A and attachments thereto, 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 City prior to thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the opinion of the City, such alteration, modification or new connection will injure the roadway or endanger the traveling public using said roadway, the City shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations shall not extend to the routing of any lines outside of the area of joint usage herein described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public 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 adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas, but one hundred percent (100%) of the costs incurred by owner shall be reimbursable to the Owner by the City. The City binds itself to reimburse the Owner one hundred percent (100%) of the Project cost, payable promptly upon completion of the Project. Based on preliminary estimate as provided by Owner, the anticipated relocation cost of Owner facilities shall not exceed \$ 604,420.20, consisting of the aforementioned Nelson Lewis Inc. contract price of \$487,620, and additional fees and charges of \$116,800.20 as described on the attached cost estimate, without formal addendum to this agreement. Owner and City agree that a formal addendum of this agreement will be executed to account for all Owner utility construction costs for completion and acceptance of the Project, as necessary to fully reimburse the Owner. Except as expressly provided herein, (1) the Owner's rights of access to the through-traffic roadways shall be subject to the same rules and regulations as apply to the general public, and (2) the Owner and the City, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal, and (3) if at any future time modifications to the roadway by the City, including but not limited to widening thereof should necessitate repair or relocation of Owner's facilities in the right of way, such repair or relocation shall be at the expense of the City.

In the event either party fails to comply with the requirements as set out herein, either party may take such action, at law or in equity, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ 2021.

WATER SUPPLY CORPORATION:

Manville Water Supply Corporation

By: _____
Tony Graf, General Manager

ATTEST:

Rexanne Pilkenton, Assistant to GM

CITY:

CITY OF PFLUGERVILLE, TEXAS,
a Texas home-rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2021, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on _____ 2021, by
[Name, Title, Owner, Address].

Notary Public Signature

(seal)

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: 8/23/2021 **Prepared by:** Erk Prinz
Operations Supervisor

Customer Name: Kelly Lane Phase 2 Road Project

CHARGES ARE AS FOLLOWS:

In-House Inspections \$60 per hour	24	<u>\$1,440.00</u>
Third Party Inspections		<u>\$8,500.00</u>
Plan review & Approval \$60 per hour	6	<u>\$360.00</u>
Engineering Fee 10% of construction cost \$487,620.00		<u>\$48,762.00</u>
Contingency Fee 10% of total of construction cost + Engineering %		<u>\$53,638.20</u>
Surveying Fees		<u>\$2,500.00</u>
Attorney Review Agreement rater \$300.00 per hour	2	<u>\$600.00</u>
Administrative Fee-4 \$25.00 per hr. (Services to included all paperwork processing, phone discussions, billing and etc.)	40	<u>\$1,000.00</u>
Estimated Completion Cost		
		<u>\$116,800.20</u>

MWSC is an equal opportunity provider and employer.