



Project Name: Klein Road Reconstruction Project  
Phase II

Contract/ Purchase Order No: \_\_\_\_\_

Vendor No: \_\_\_\_\_

## **UTILITY COOPERATIVE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of New Braunfels, herein referred to as (“**CITY**”), and Green Valley Special Utility District, herein referred to as (“**UTILITY**”).

### **RECITALS**

**WHEREAS**, the **CITY** has deemed it necessary to reconstruct Klein Road between Walnut Avenue and FM725 herein referred to as the “**PROJECT**”, located within the limits of the Guadalupe County, Texas; and

**WHEREAS**, the proposed roadway reconstruction will necessitate the installation, adjustment, removal, and/or relocation of certain water facilities of the **UTILITY** as indicated in the following statement of work: The **UTILITY** is agreeable to design, construct, and relocate as necessary all water lines, water valves with valve boxes, fire hydrants, water meters, and appurtenances along the **PROJECT** so as not to be in conflict with any of the proposed improvements such as but not limited to roadway pavement structure, curb & gutters, sidewalks, multiuse paths, drainage structures, traffic signs, traffic conduits, traffic pull boxes, concrete driveways, medians, landscaping; and

**WHEREAS**, the **UTILITY** has submitted and the **CITY** has approved the one time lump sum cost, not to exceed One Million One Hundred Forty-five Thousand Fifty-nine Dollars and Ninety-two cents (\$1,145,059.92), for such water installations, adjustments, removals, and/or relocations as shown in the attached Exhibit A; and

**WHEREAS**, the **CITY** has approved the request by the **UTILITY** allowing all water utility infrastructure be allowed within the public right-of-way along the **PROJECT** as shown in the attached Exhibit B.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained, the parties mutually agree as follows:

Upon execution of this agreement by the parties hereto the **CITY** will, by written notice, authorize the **UTILITY** to proceed with the necessary water utility installations, adjustments, removals, and /or relocations. The **UTILITY** agrees to proceed in such a manner that will not result in avoidable delay or interference with the **PROJECT**. Should the **UTILITY** by its actions cause interference or delay resulting in the imposition of damages upon the **CITY** by a third party, **UTILITY** will not agree to be responsible for said damages.

The **UTILITY** will endeavor to carry out said water utility installations, adjustments, removals, and/or relocations in accordance with the **PROJECT** no later than 150 calendar days from the date the **CITY** acquires all necessary right-of-way and issues a Notice-to-Proceed to the **UTILITY**. This 150-day construction period is not guaranteed and is subject to delays from weather and other factors outside the **UTILITY'S** control.

The **CITY** shall pay the **UTILITY** an agreed upon one time lump sum cost of \$1,145,059.92 as supported by the attached Exhibit A and allow water utility infrastructure within the public right-of-way as shown in Exhibit B no later than 60 days of this fully executed agreement.

Both parties shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein.

The **UTILITY** and **CITY** agree that both Parties, each through their public officials, employers, and agents, shall each be responsible for their own negligent acts or omissions or other tortuous conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to **CITY**. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement will not create any rights in third Parties not signatories hereto. In the event that any portion of this agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

This agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged in this written agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement. The terms of this agreement are lawful; performances of all duties and obligations



herein shall conform with and do not contravene any applicable state, local, or federal statutes, regulations, rules, or ordinances.

This agreement shall not be altered, modified or amended except by an instrument in writing and executed by the parties hereto.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the part represented.

**IN WITNESS WHEREOF**, the parties have set their hands and seals this day and year set forth below.

**CITY OF NEW BRAUNFELS, TEXAS**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
**ROBERT CAMARENO, CITY MANAGER**

**ATTEST:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
**CITY SECRETARY**

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
**CITY ATTORNEY**

**GREEN VALLEY SPECIAL UTILITY DISTRICT**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
**PRESIDENT/EXECUTIVE OFFICER**

**ATTEST:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

