



Project Name: Klein Road Reconstruction Project

Contract/ Purchase Order No: _____

Vendor No: _____

UTILITY COOPERATIVE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2017 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 FM 1044, 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 Two Hundred Thirty-three Thousand Two Hundred Seventy-one Dollars and Twenty-five Cents (\$233,271.25), 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 \$233,271.25 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: _____
ROBERT CAMARENO, CITY MANAGER

DATE: _____

ATTEST:

BY: _____
CITY SECRETARY

DATE: _____

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DATE: _____

GREEN VALLEY SPECIAL UTILITY DISTRICT

BY: _____
PRESIDENT

DATE: _____

ATTEST:

BY: _____
SECRETARY

DATE: _____

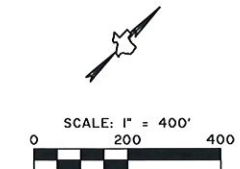
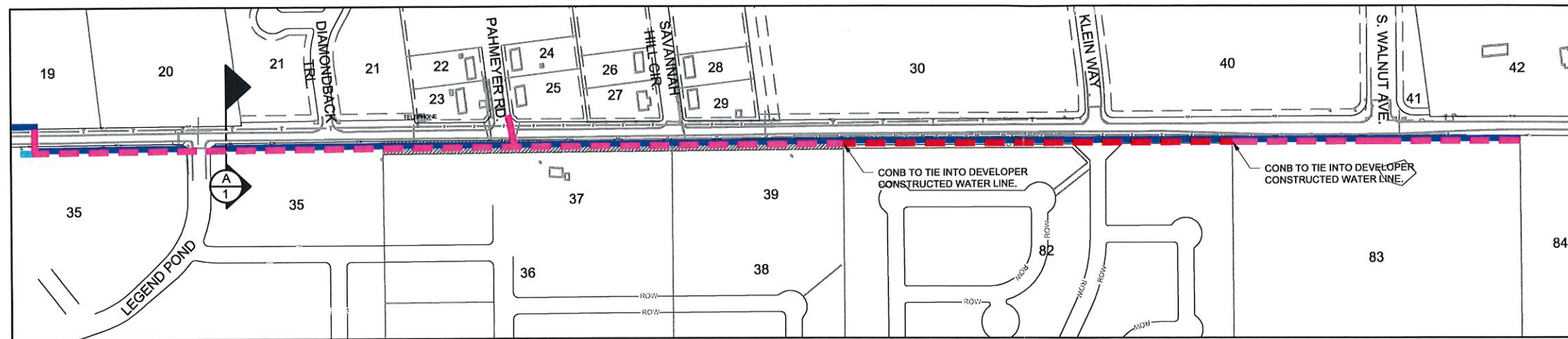
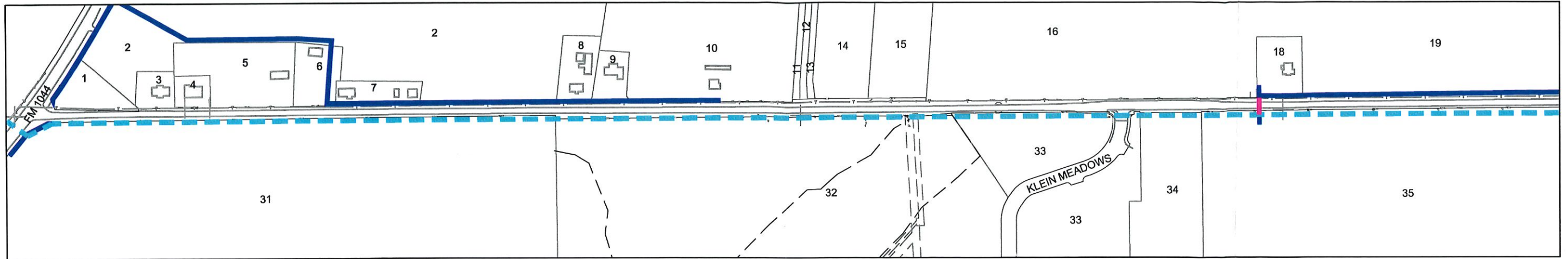
Green Valley SUD**Klein Rd Water Line****Engineer's Opinion of Probable Cost****City of New Braunfels Relocation of 12" Water Line**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization, Bonds & Insurance (Not to exceed 5% of total construction cost)	LS	1	\$11,100.00	\$11,100.00
2	Site Preparation	AC	1.2	\$7,500.00	\$9,000.00
3	Trench Excavation Safety Protection	LF	3,255	\$1.00	\$3,255.00
4	12" C-900 PVC Water Line by Open Cut	LF	3,255	\$45.00	\$146,475.00
5	12" Gate Valve with Valve Box	EA	5	\$3,500.00	\$17,500.00
6	Fire Hydrant Assembly, Including Lead	EA	3	\$4,500.00	\$13,500.00
7	Ductile Iron Fittings	TON	2.0	\$7,500.00	\$15,000.00
8	Construction Staking, Materials Testing & Disinfection	LF	3,255	\$0.75	\$2,441.25
9	Erosion and Sedimentation Controls	LS	1	\$12,500.00	\$12,500.00
10	Traffic Control	LS	1	\$2,500.00	\$2,500.00
TOTAL CITY OF NEW BRAUNFELS RELOCATION COST					\$233,271.25

This Construction Cost Estimate is based on River City Engineering's experience and qualifications, and represents River City Engineering's best judgment. However, since River City Engineering has no control over the cost of labor, materials, equipment or services furnished by others, River City Engineering does not guarantee that the actual construction cost will not vary from the Construction Cost Estimate.



FILE: P:\Projects\2024 (City of New Braunfels)\07-Streets & Drainage Projects (Klein Rd)\Klein Road Improvements\CAD\Proposed\Proposed CONB Utilities 09.02.15.dwg TAB: PROPOSED WATERLINES PLOTTED: 9/2/2015 2:38 PM BY: CHRIS YAMS

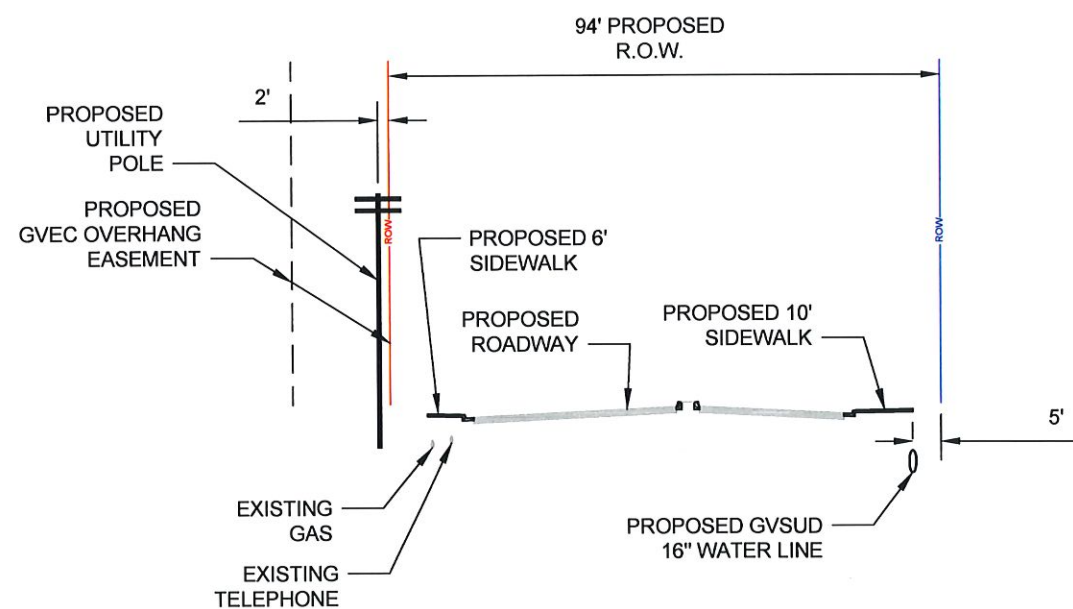


LEGEND

- GVSUD EASEMENT
- GVSUD PORTION
- CONB REIMBURSEMENT PORTION
- RELOCATED PORTION OF WATERLINE (BY DEVELOPER)



PROPOSED WATERLINE
RELOCATION EXHIBIT
KLEIN RD.
RECONSTRUCTION PROJECT



A1 - PROPOSED 5 LANE



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