



WHEREAS, the Adjustment will require the District Utilities to be located within right of way owned by TxDOT, and will necessitate portions of the Water Line Easement to be abandoned due to the overlap with TxDOT's right of way; and

WHEREAS, the County has decided to undertake the Adjustment of the District Utilities as necessary to accommodate the Project and agrees that the Adjustment of the District Utilities will be constructed in accordance with applicable federal and state law and

WHEREAS, all coordination, design, construction observation, and construction costs related to the Adjustment will be incurred by the County; and

WHEREAS, future improvements to or maintenance of TxDOT's infrastructure within its right-of-way could require adjustments to the District Utilities, and the costs for such adjustments shall be incurred by the County should TxDOT fail to finance such costs; and

WHEREAS, future improvements to, relocation of, or maintenance of the District Utilities may require additional costs associated with repairing TxDOT facilities or additional right-of-way acquisition, and such shall be paid by the County; and

WHEREAS, the District will prepare drawings and specifications for the Adjustment, which will be included in the construction package for the Project being designed by the County; and

WHEREAS, the County shall provide base documents and data, including geotechnical reports, survey files, CAD bases, utility locations, pipeline locations, and other details required for the design of the Adjustment (the "Adjustment Data"), and the accuracy of such information shall be relied on by the District in its work related to the Adjustment; and

WHEREAS, the parties hereto agree and acknowledge that the Adjustment and the County's construction of the Project will properly provide for the adequate water service contemplated and provided by the District Utilities, and will further promote the health, safety, welfare, and enjoyment of the public, as authorized by Chapter 791, Texas Government Code; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits in this Agreement for Relocation of District Water Line (the "Agreement") as of date signed by the last party (the "Effective Date"), the County and the District hereto agree and covenant as follows:

**ARTICLE I:**  
**DESIGN OF ADJUSTMENT**

1. All design work performed for the Adjustment shall comply with and conform to all applicable local and state laws, regulations, decrees, codes, ordinances and policies, as well as the terms of all governmental permits or other approvals, as well as any private approvals of third parties necessary for such work. In addition, all design work shall comply with the standard specifications, standards of practice, and construction methods (collectively, "District's Standards"), which the District's customarily applies to utility facilities comparable to the District Utilities that are designed by the District, which standards are current at the time this Agreement is signed by the District. The accuracy of the Adjustment Data shall be relied upon by the District in performing the Adjustment's design work.

2. Such design and construction work also shall be consistent and compatible with (i) the County's current design and construction of the Project (ii) the "Ultimate Configuration" for the Project, (iii) the Adjustment Data; and (iv) any other utilities installed in the same vicinity. The District acknowledges receipt from the County of Project plans and Adjustment documents as necessary to comply with the foregoing. In case of any inconsistency among any of the standards/requirements referenced in this Agreement, the most stringent standard/requirement shall apply.

3. The preliminary cost estimate contained in **Exhibit C** (the "Plans") shall identify and detail all utility facilities and/or easements that the District intends to adjust. No facilities containing hazardous or contaminated materials may be abandoned, but shall be specifically identified and removed in accordance with the requirements of subparagraph (a). It is understood and agreed that the County shall pay for the assessment and remediation or other corrective action resulting from any contamination attributable to the presence of the District Utility or the acts or omissions of County or its contractors in performing the Adjustment.

4. The District hereby consents to the relocation of the District Utilities, and the District hereby agrees to design the Adjustment at the sole cost of the County. The County shall reimburse the District such design costs consistent with Article V below. The District shall utilize its consulting engineers to prepare the plans for the Adjustment, and the fees for such work are not based upon a percentage of construction costs. Further, such fees shall encompass only the work necessary to prepare the plans for Adjustment of the District Utilities described herein and will not include fees for work done on any other project. The fees of the consulting engineers are reasonable and are comparable to the fees typically charged by consulting engineers in the locale of the Project for comparable work for the District.

**ARTICLE II:**  
**CONSTRUCTION OF ADJUSTMENT**

1. The County hereby agrees to perform the construction work necessary to provide for the Adjustment of the District Utilities. Without limiting any other requirement of this Agreement, all construction work hereunder shall be performed in a good and workmanlike manner, and in accordance with the Plans. The County agrees that during the Adjustment of the District Utilities, the County and its contractors will coordinate their work with the District so as not to interfere with the provision of water service by the District. "Interfere" means, without limitation, any action or inaction that interrupts, interferes, delays, disrupts or damages Project work or District.

2. The County shall obtain all permits, right-of-way, and third-party approvals necessary for the work to be performed by the County hereunder, and the District shall cooperate in that process as needed.

3. The County shall commence its construction work for Adjustment of the District Utility hereunder promptly after (i) receiving written notice to proceed therewith from the District, and (ii) any right of way necessary for such Adjustment has been acquired either by TxDOT (for Adjusted facilities to be located within the Project right of way) or by the County (for Adjusted facilities to be located outside of the Project right of way), or a right-of-entry permitting County's construction work has been obtained from the landowner by the County. The County shall notify the District at least 72 hours prior to commencing construction work for any Adjustment.

4. County shall stake the survey of the proposed locations of the District Utilities being adjusted, on the basis of the final approved Plans. The County shall verify that the District Utilities, whether moving to a new location or remaining in place, clear the planned construction of the Project as staked in the field as well as the Ultimate Configuration.

5. The County shall complete the Adjustments, including all of the utility reconstruction, and relocation work, including final testing and acceptance thereof for a duration not to exceed 120 calendar days upon notice to proceed by the County.

**ARTICLE III:**  
**FUTURE WORK**

1. Future improvements to or maintenance of TxDOT's infrastructure within its right-of-way could require adjustments to the District Utilities. Costs for such adjustments would be incurred by TxDOT if the water line were in its easement, but must be incurred by others for portions of the water line located within TxDOT right-of-way.

2. In instances where TxDOT will not incur costs for adjustments to the District Utilities required by TxDOT improvements to or maintenance of its infrastructure, the County will incur these costs.

3. Any future costs of restoration to TxDOT infrastructure necessitated by the District Utilities to or maintenance of the District Utilities will be reimbursed by County within forty-five (45) days of the County's receipt of an invoice from the District for such work.

4. Any future costs of relocation of the District Utilities shall be borne solely by the County.

#### **ARTICLE IV: EASEMENT MATTERS**

1. Within forty-five (45) days of the Adjustment's final completion, the District agrees to abandon the Water Line Easements via a recorded legal instrument in the Real Property Records of Fort Bend County. The County shall reimburse the District for any costs associated with such abandonment.

#### **ARTICLE V: COUNTY REIMBURSEMENT**

1. The District's costs for Adjustment of the District Utility shall be derived from (i) the accumulated total of costs incurred by the District for design of such Adjustment, plus (ii) the District's other related costs directly and necessarily incurred in connection with the Adjustment (including without limitation the engineering, legal, surveying, and other consultant costs incurred by the District related to this Agreement).

2. The District shall establish a separate account to maintain any payments received from the County pursuant to this Agreement (the "Adjustment Fund"). Within forty-five (45) days of the Effective Date, the County shall deposit the amount of \$115,000 into the Adjustment Fund. Monies included in the Adjustment Fund shall only be used for the purposes of this Agreement.

3. Within forty-five (45) days after the last to occur of: (i) satisfactory completion of all Adjustment work to be performed pursuant to this Agreement, (ii) the County and the District's final inspection of the Adjustment (and resolution of any deficiencies found), and (iii) receipt of an invoice from the District pursuant to this Article V, the County shall pay to the District an amount equal to all of the eligible costs incurred by the District with regards to the Adjustment. At such time, the Adjustment Fund may be dissolved by the District.

4. For any future work performed as described in Article III above, the County shall reimburse the District for any funds expended within forty-five (45) days of the County's receipt of a District invoice for such work.

The District shall maintain complete and accurate cost records for all work performed pursuant to this Agreement. The District shall maintain such records for five (5) years after receipt of final payment hereunder. The County and its respective representatives shall be allowed to audit such records. Unsupported charges will not be considered eligible for reimbursement. The parties shall promptly implement (by payment or refund, as applicable) any financial adjustment found necessary by the District's audit. TxDOT, the Federal Highway Administration, and their respective representatives also shall be allowed to audit such records upon reasonable notice to the District.

**ARTICLE VI:  
BREACH NOTICE AND REMEDIES**

1. The Parties have entered into this Agreement in good faith and in the belief that it is mutually advantageous to them. It is with that same spirit of cooperation that County and, subject as hereinafter provided, Grantor, pledge to attempt to resolve any dispute amicably without the necessity of litigation, if possible. In the event that one Party believes that any other Party or Parties has or have, by act or omission, breached this Agreement, the provisions of this Article VI shall be applicable to such default.

2. Notice of Default.

a) A Party or Parties shall notify the other Party in writing of an alleged failure by such other Party to comply with a provision of this Agreement, which notice shall describe the alleged failure in reasonable detail. The alleged defaulting Party shall, within thirty (30) calendar days after receipt of such notice, or within such longer period of time as the aggrieved Party may specify in such notice, either cure such alleged failure or, in a written response to the aggrieved Party, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

b) The aggrieved Party shall determine: (i) whether a failure by the other Party to comply with this Agreement has occurred, (ii) whether such failure is excusable under the terms of this Agreement, and (iii) whether such failure has been cured or will be cured by the alleged defaulting Party within a timetable satisfactory to the aggrieved Party acting in its or their sole discretion. The alleged defaulting Party shall make available to the aggrieved Part, if requested, any records, documents, or other information reasonably necessary to make the determination.

c) In the event that the aggrieved Party determines or determine that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule satisfactory to the aggrieved Party acting in its or their sole discretion, or that such failure is excusable under the terms of this Agreement, such determination shall conclude the matter.

d) If the aggrieved Party determines or determine that a failure to comply with a provision has occurred and that such failure is not excusable under the terms of this Agreement and has not been or will not be cured by the alleged defaulting Party in a manner and in accordance with a schedule satisfactory to the aggrieved Party in its or their sole discretion, then the aggrieved Party and the alleged defaulting Party shall proceed to mediation under Section 6.3.

3. Mediation. In the event the Parties cannot or do not, within thirty (30) days after any cure period applicable pursuant to Section 6.2, resolve their dispute pursuant to the procedures described in Section 6.2, the Parties agree to submit the disputed issue to non-binding mediation in accordance with the provisions of Chapter 2009, Texas Government Code, as amended, and the provisions of the Texas Civil Practices and Remedies Code, as amended. The Parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue after not less than ten (10) hours of mediation or within thirty (30) days after mediation is requested. The Parties participating in the mediation shall share the fees and expenses of the mediator equally, but each Party shall otherwise pay its own attorneys' and other fees and costs incurred with respect to the mediation.

4. Remedies. The Parties do not intend to hereby specify, and this Agreement shall not be considered as specifying, an exclusive remedy for any default.

5. No Waiver. No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or of performance by any other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.

6. Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas, other than its conflicts of laws principles.

## **ARTICLE VII: MISCELLANEOUS PROVISIONS**

1. Term and Termination. Unless otherwise terminated as provided herein, this Agreement shall remain in full force and effect from the Effective Date until final completion of the Interchange contemplated in this Agreement in accordance with this Agreement's terms and conditions and the other requirements, specifications, terms, and provisions of this Agreement, unless, this Agreement is sooner terminated in writing with the mutual consent of the Parties. Notwithstanding the previous, this Agreement shall terminate within forty-five (45) years of the Effective Date, unless otherwise extended by mutual agreement by the Parties.

2. Time of the Essence. Time is of the essence in all things pertaining to the performance of this Agreement.

3. Waiver of Governmental Immunity. To the maximum extent permitted by applicable laws, the County hereby waives any constitutional, statutory, or common law right to sovereign or governmental immunity from liability or suit and expressly consents to be sued and liable to the extent necessary for each of the Parties to enforce this Agreement, but only as to each of the Parties and this Agreement.

4. Parties in Interest. The Parties agree that there are no third-party beneficiaries, express or implied, to this Agreement. This Agreement contemplates performances of certain obligations by other entities that are not party to this Agreement. However, either Party may cause its obligations under this Agreement to be performed by another entity either thru an assignment of this Agreement or pursuant to another agreement, but without relieving such Party from full and primary responsibility to the other Party for the performance of such obligations. The Parties agree that full and complete performance by another entity of one Party's obligations under this Agreement, in accordance with this Agreement, will discharge the performed obligations of that Party under this Agreement.

5. Approvals by Parties. Whenever this Agreement requires or permits approvals or consents to be hereafter given by the District, the County agrees that such approval or consent shall not be unreasonably withheld, conditioned, delayed or denied, except where otherwise provided in this Agreement. Any approval or consent of a Party must be in writing in order to be effective but in the case of the County, such approval or consent may be evidenced by an, order or orders, a resolution or resolutions, or other appropriate action adopted by the governing body of the County, in a meeting held in compliance with applicable law, or by an appropriate certificate or other writing executed by a person, firm, or entity authorized to determine and give approval or consent on behalf of the County. Such approval or consent shall be effective without regard to whether given before or after the time for such approval or consent, if any, required herein.

6. No Joint Venture, Partnership or Agency. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship by and among the Parties.

7. No Liability for Indebtedness. It is expressly understood and agreed that nothing in this Agreement has the effect of causing any Party to assume, guarantee or become in any way liable for any bond, warrant, note or other indebtedness or obligation of any other Party. To the extent of any irreconcilable conflict between the provisions of this Section and any other provisions of this Agreement, the provisions of this Section shall prevail.

8. Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than the payment of money unless due to a general and widespread economic collapse or moratorium on banking activities within the United States of America or the State of

Texas, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure event relied upon, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of such force majeure to the other Parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas (but not of County, which is a governmental entity) or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party when such settlement is unfavorable to it in the judgment of the Party having the difficulty. Notwithstanding the foregoing, no event of force majeure shall excuse or be applicable to, or be deemed to excuse or be applicable to, the obligations of the County with respect to the permits and approvals from, and other actions by, other governmental authorities pursuant to and as contemplated herein, and the provisions of this Section 7.8 shall be inapplicable thereto.

9. Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "notice") herein provided or permitted to be given, made or accepted by any Party to another Party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by hand delivery, addressed to the Party to be notified, or by facsimile transmission, or by electronic mail. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the date reflected on the return receipt. Notice given in any other manner shall be effective only if and when received by the Party to be notified as evidenced by a written receipt. Any notice given to a Party shall also be

sent to all other Parties and to the other entities listed below. For the purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be:

If to District to:

Cinco Municipal Utility District No. 1  
c/o Allen Boone Humphries Robinson LLP  
Attn: Harry H. Thompson  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027  
[hthompson@abhr.com](mailto:hthompson@abhr.com)

If to County, to:

Fort Bend County, Texas  
Attention: County Judge  
401 Jackson Street, 1st Floor  
Richmond, Texas 77469

With copies to:

Fort Bend County  
Attention: County Engineer  
301 Jackson Street, 4th Floor  
Richmond, Texas 77469

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) calendar days written notice to the other Parties.

10. Amendment; Modification. This Agreement may be amended or otherwise modified only by a written instrument executed by the Party against whom such amendment or other modification is sought to be enforced.

11. Assignment. This Agreement shall bind and benefit the Parties hereto, and may only be assigned upon written consent of the non-assigning party.

12. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by a Party hereto of any term, covenant, condition, or liability hereunder, or the performance by a Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

13. Merger. This Agreement, together with the exhibits attached hereto and made a part hereof for all purposes, constitutes the entire agreement among the Parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and commitments between the Parties, whether oral or

written, relating to same. Each Party expressly warrants that no statement, promise, covenant, agreement, warranty, or representation, other than those expressly provided in this Agreement, was made to, or relied upon by that Party.

14. Further Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and take further actions as another Party may reasonably request in order to effectuate the terms of this Agreement.

15. Counterparts. This Agreement may be executed in separate counterparts, and in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Scanned or facsimile signatures shall be effective as originals.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Fort Bend County Commissioners Court has approved and the Parties hereto have executed this Agreement to be effective as this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

FORT BEND COUNTY, TEXAS

By: \_\_\_\_\_  
KP George, County Judge

ATTEST:


By: \_\_\_\_\_  
Laura Richard, County Clerk

RESPECTFULLY EXECUTED this 12<sup>th</sup> day of October,  
2022.

CINCO MUNICIPAL UTILITY  
DISTRICT NO. 1

By:   
Michael Price, President

ATTEST:

By:   
Sharon Bauer, Secretary

## Exhibit A

# 100% SUBMITTAL

## INDEX OF SHEETS

SEE SHEETS 2-6A

# STATE OF TEXAS

## DEPARTMENT OF TRANSPORTATION

### PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENT PROJECT NO. : F 2022(936) **FORT BEND** SH 99

FEED NO.	PROJECT NO.	SHEET NO.
6	F 2022 (936)	1
STATE	COUNTY	
TEXAS	FORT BEND	
CONTRACT	HIGHWAY NO.	
3510	019, ETC., SH 99	

FUNCTIONAL CLASSIFICATION:  
OTHER URBAN FREEWAY (ML)  
URBAN FREEWAY FRONTAGE ROAD (SBFR)

MAINLANE DESIGN SPEED:	60 MPH
FRONTAGE RD DESIGN SPEED:	45 MPH
RAMP DESIGN SPEED:	45 MPH
ADT (2022)	= 107,300 ADT (ML)
ADT (2042)	= 189,300 ADT (ML)
ADT (2022)	= 5,250 ADT (SBFR)
ADT (2042)	= 9,200 ADT (SBFR)

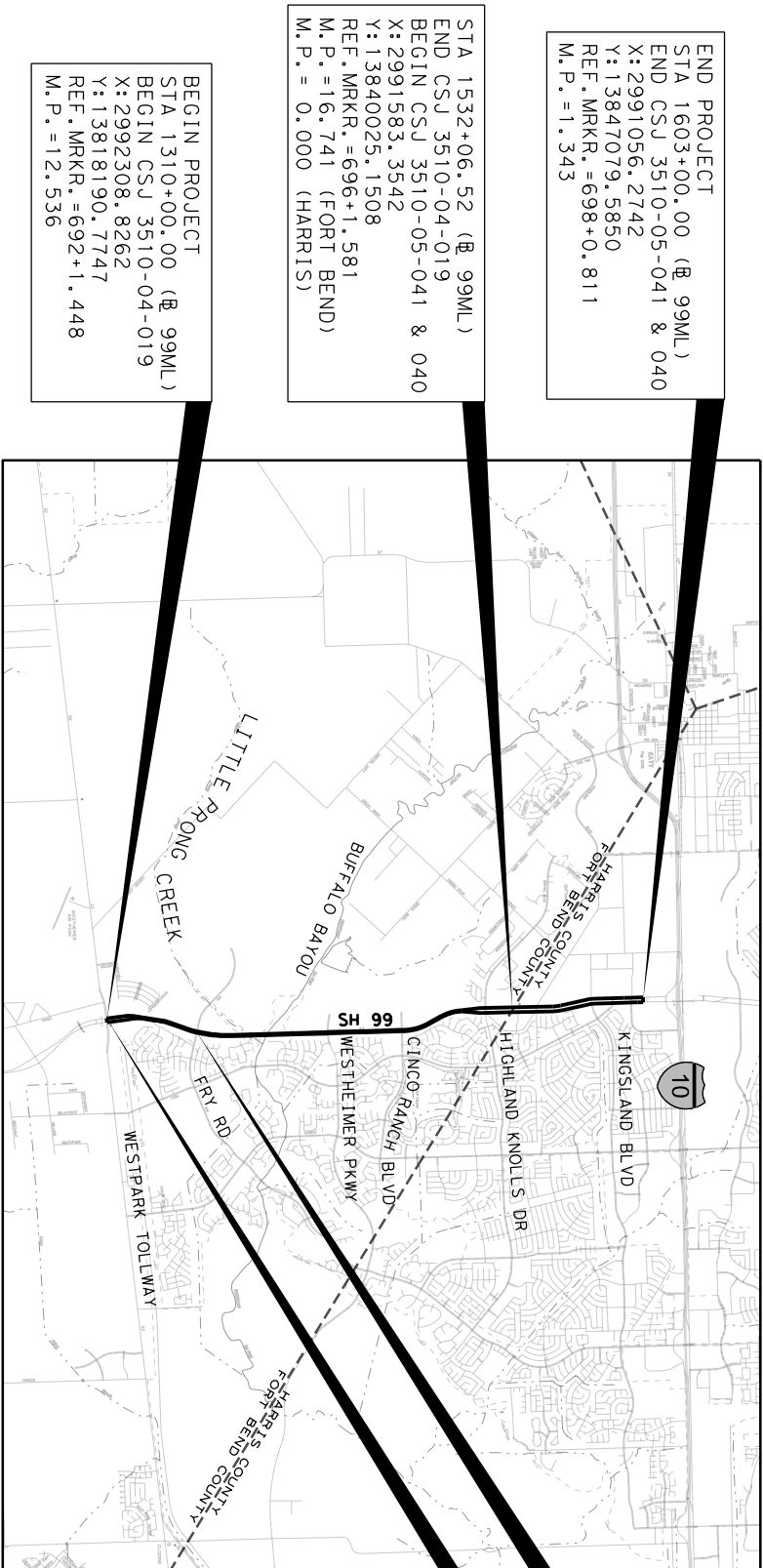
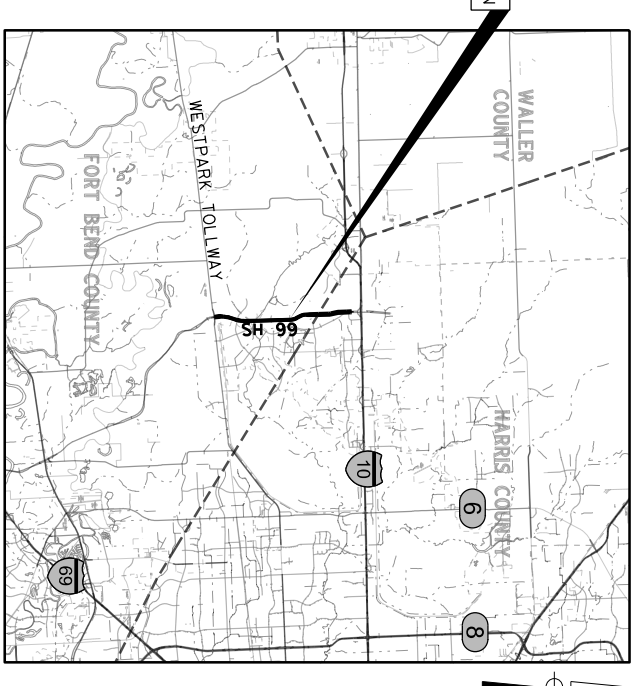
**TDLR INSPECTION REQUIRED**  
REGISTERED ACCESSIBILITY SPECIALIST  
(RAS) INSPECTION REQUIRED.

TDLR NO. \_\_\_\_\_

CONTROL	ROADWAY	BRIDGE	NET
CSJ 3510-04-019	20,476.60 FT = 3.878 mi	1,729.92 FT = 0.327 mi	22,206.52 FT = 4.205 mi
CSJ 3510-05-041 & 040	6,729.49 FT = 1.274 mi	363.99 FT = 0.069 mi	7,093.48 FT = 1.343 mi
CSJ 3510-04-054	3,896.26 FT = 0.737 mi	960.00 FT = 0.182 mi	4,856.26 FT = 0.919 mi

LIMITS: CSJ 3510-04-019 FROM FM 1093 (SEGMENT D)  
LIMITS: CSJ 3510-05-041 & 040 FROM .720 MI N KINGSLAND BLVD (SEGMENT D) TO FORT BEND COUNTY LINE  
LIMITS: CSJ 3510-04-054 FROM FM 1093 TO S FRY ROAD

FOR THE CONSTRUCTION OF WIDENING AN OTHER FREEWAY FACILITY  
CONSISTING OF GRADING, CONCRETE PAVEMENT, CEMENT BASE,  
LIME TREATED SUBGRADE, TRAFFIC CONTROL PLANS, SIGNING,  
PAVEMENT MARKINGS, SIGNALS, STORM SEWERS,  
OUTFALLS, AND EROSION CONTROL ITEMS, BRIDGE WIDENINGS,  
RETAINING WALLS, SOUND WALLS



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M.P. = 1.343

STA 1532+06.52 (R 99ML)  
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BEGIN CSJ 3510-05-041 & 040  
X: 2991583.3542  
Y: 13840025.1508  
REF. MRKR. = 696+1.581  
M.P. = 16.741 (FORT BEND)  
M.P. = 0.000 (HARRIS)

BEGIN PROJECT  
STA 1310+00.00 (R 99ML)  
BEGIN CSJ 3510-04-019  
X: 2992308.8262  
Y: 13818190.7747  
REF. MRKR. = 692+1.448  
M.P. = 12.536

STA 2311+00.81 (R SBFR)  
END CSJ 3510-04-054

STA 2359+57.07 (R SBFR)  
BEGIN CSJ 3510-04-054



Texas Department of Transportation

SUBMITTED FOR  
LETTING June 02, 2022  
**Amer Qureshi, P.E.**  
PROJECT MANAGER

RECOMMENDED FOR  
LETTING 6/2/2022  
DocuSigned by:  
**James Kohl**, P.E.  
For DISBURSEMENT ONLY

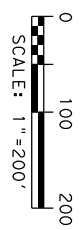
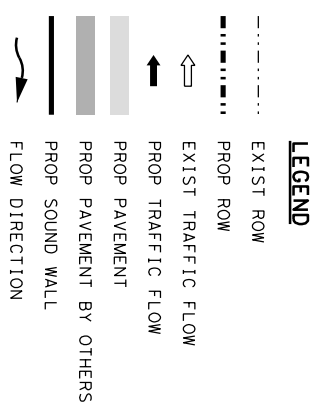
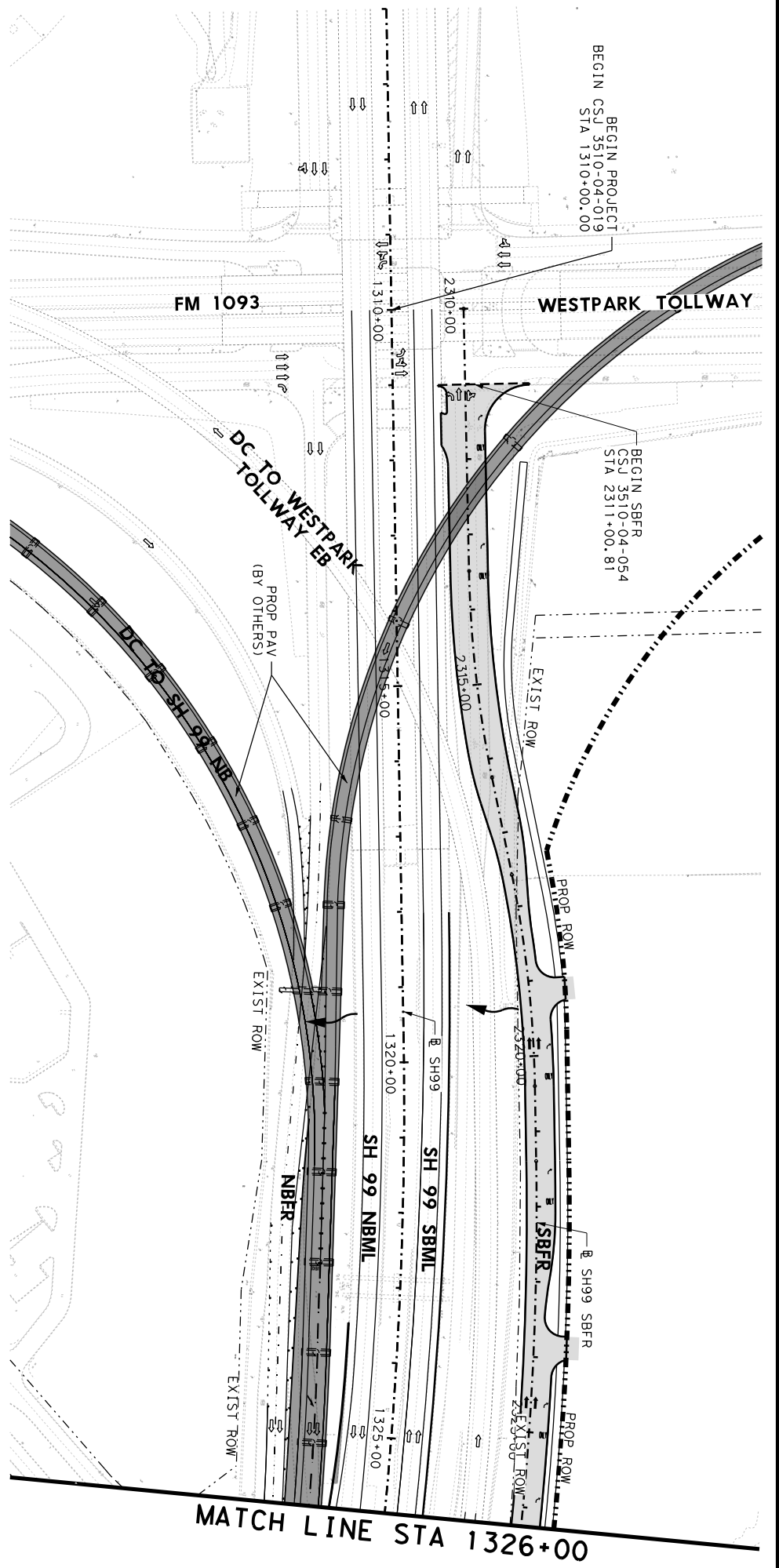
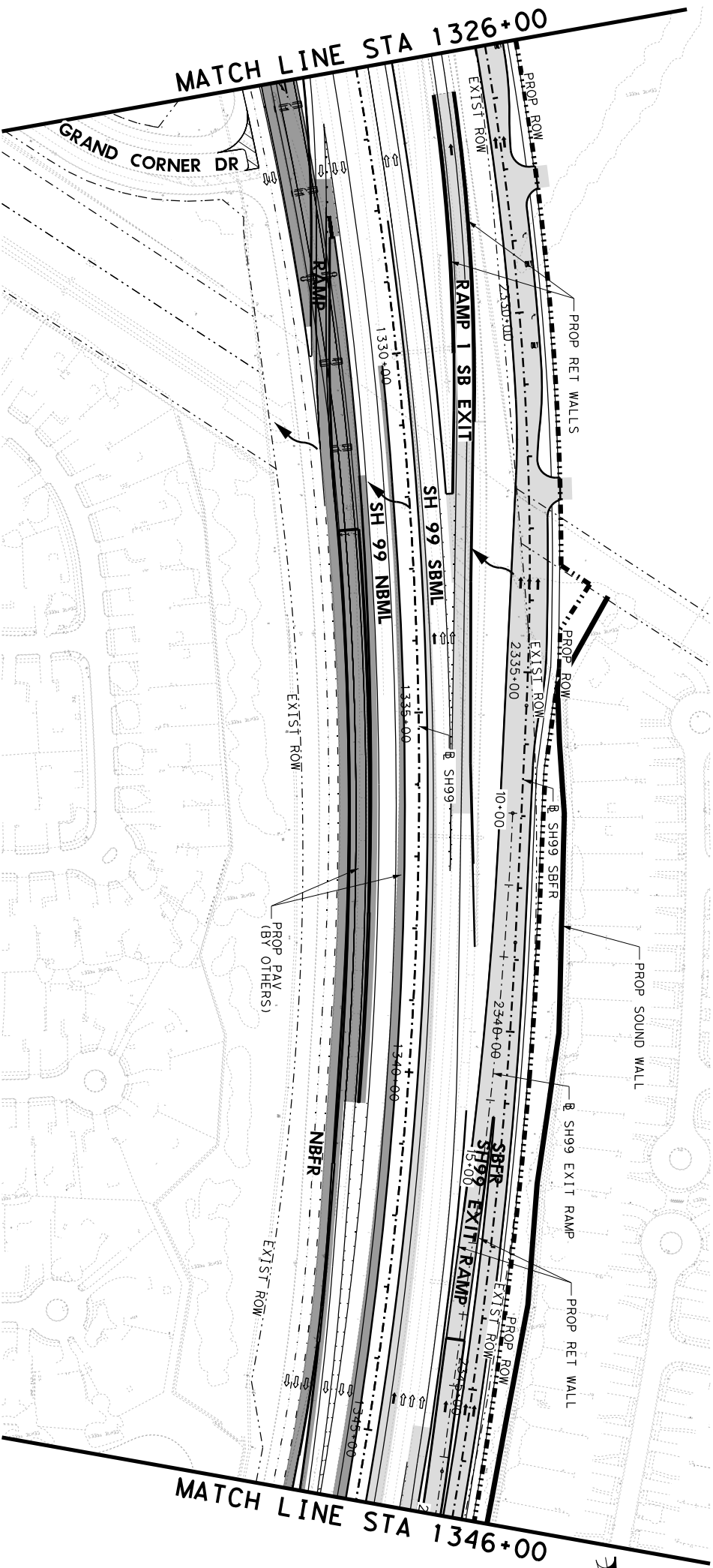
**NOTES:**

- SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MARCH, 2012).
- ALL ELEVATIONS ARE BASED ON NAVD 88.
- HORIZONTAL CONTROL IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) - NAD 83. COORDINATES ARE SURFACE AND WERE CONVERTED FROM GRID BY APPLYING A COMBINED ADJUSTMENT FACTOR OF 1.00013.

**PROJECT LOCATION**  
NTS

EXCEPTIONS: NONE  
EQUATIONS: NONE  
RAILROAD CROSSING: NONE

COUNTY: FT BEND PROJ. NO.: F 2022 (936)  
HWY. NO.: SH 99 LETTING DATE:  
DATE ACCEPTED:



05/16/2022

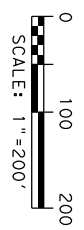
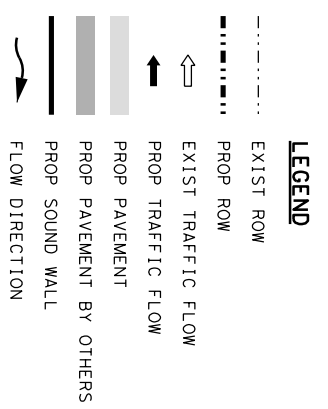
NO.	DATE	REVISION	APPROV.

**RPS** Texas PE Firm Reg #F-929  
 575 N. Dairy Ashford, Suite 700, Houston, Texas 77079  
 T +1 281 589 7257 E usinfrastructure@rpsgroup.com

**Texas Department of Transportation**  
 © 2022 14001

**SH 99**  
 PROJECT LAYOUT  
 BEGIN TO STA 1346+00

SHEET 1 OF 8		PROJECT NO.		SHEET NO. 7	
FED. RD. DIV. NO. 6	DIST. HOU	COUNTY	FORT BEND	HIGHWAY NO.	SH 99
STATE TEXAS	CONTR. 04	SECT. 019, ETC.			



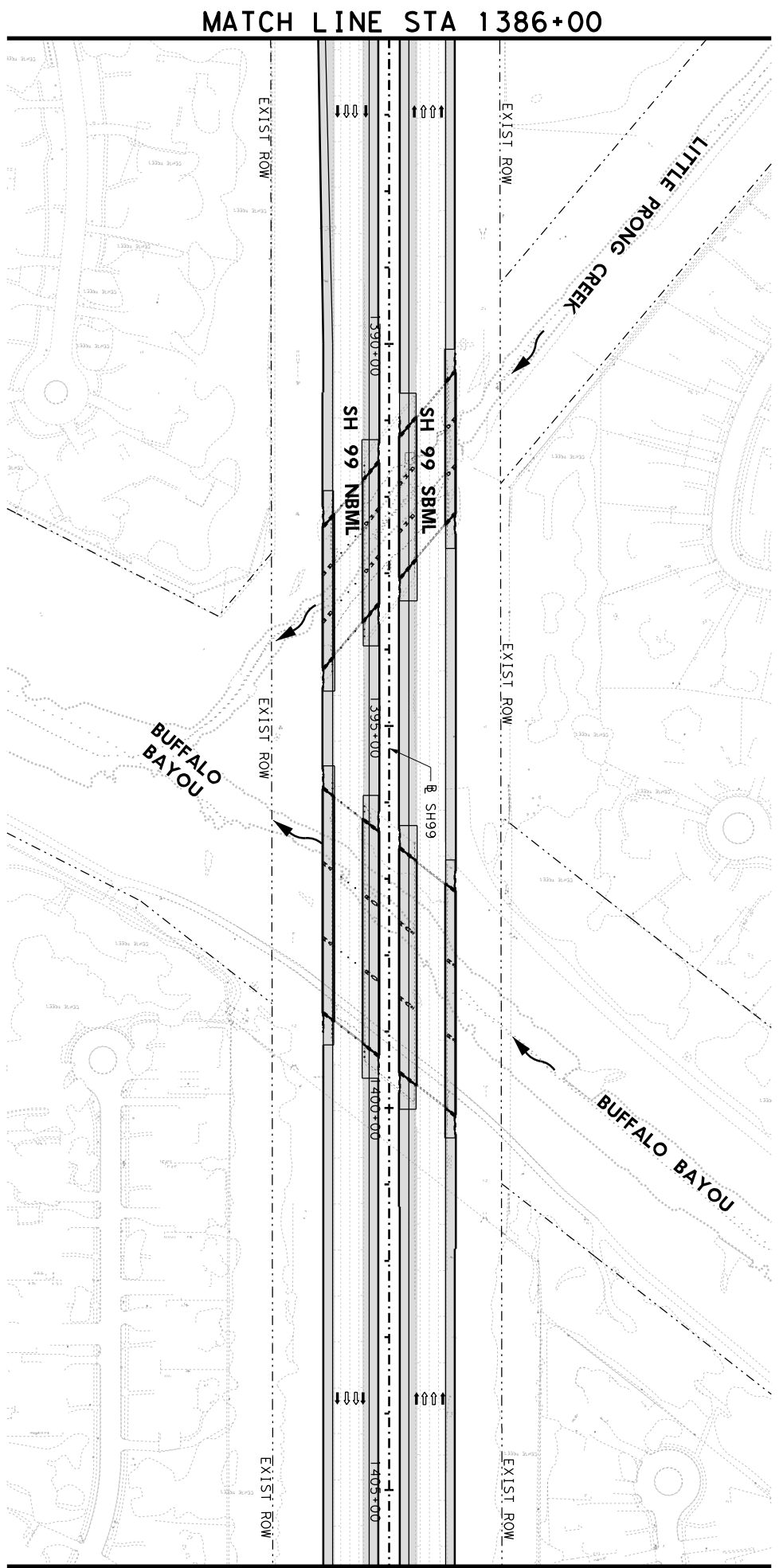
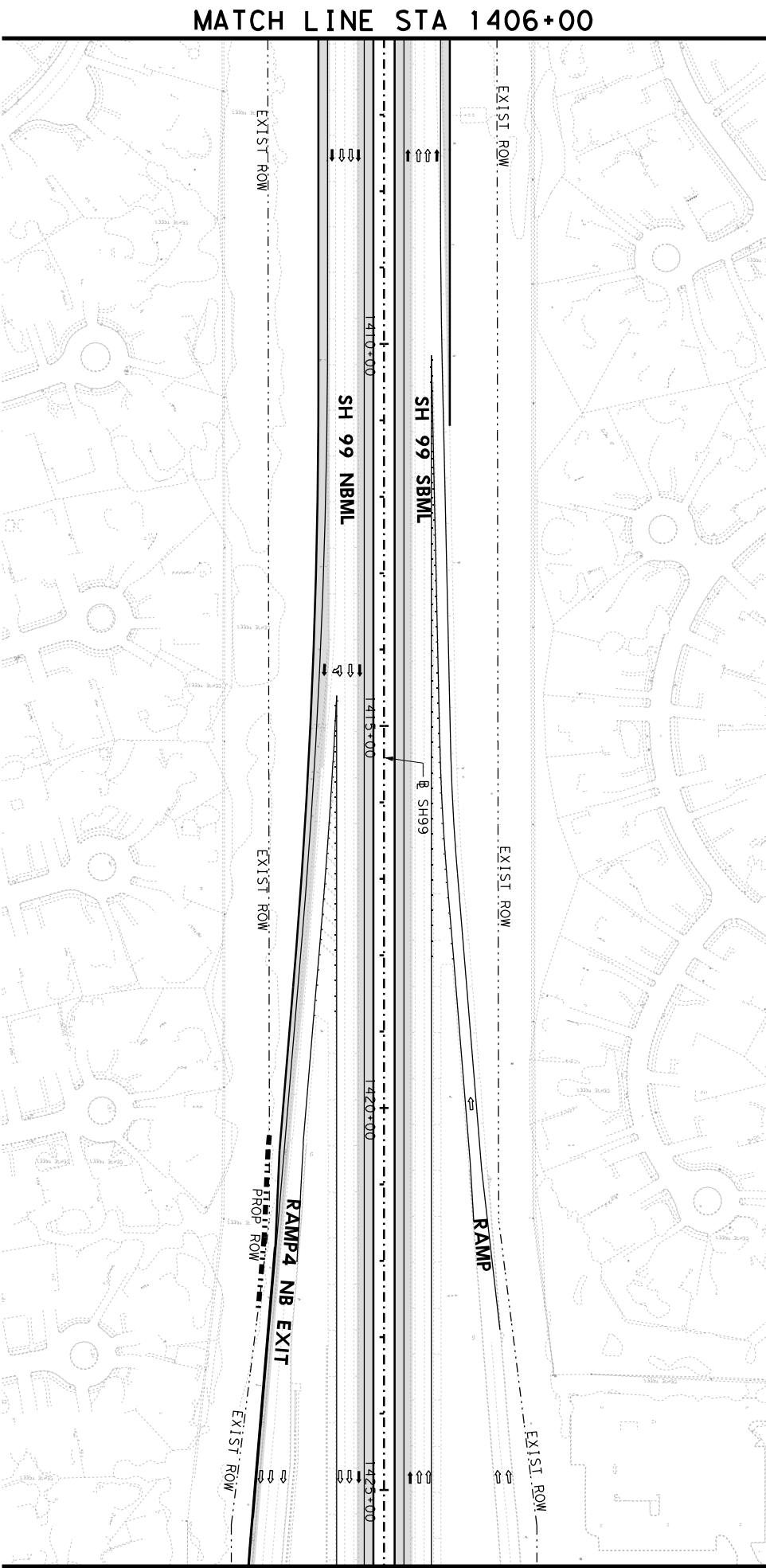
05/16/2022

NO.	DATE	REVISION	APPROV.

**RPS** Texas PE Firm Reg. #F-929  
 575 N. Dairy Ashford, Suite 700, Houston, Texas 77079  
 T +1 281 589 7257 E usinfrastructure@rpsgroup.com

Texas Department of Transportation  
 © 2022 1400T  
**SH 99**  
**PROJECT LAYOUT**  
**STA 1346+00 TO STA 1386+00**

SHEET 2 OF 8		PROJECT NO.		SHEET NO. 8	
FED. RD. DIV. NO. 6	STATE TEXAS	DIST. HOU	COUNTY FORT BEND	JOB NO. 04	HIGHWAY NO. SH 99

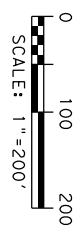
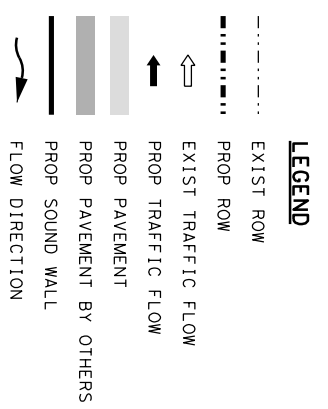
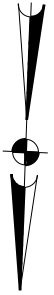
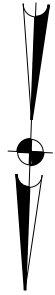


MATCH LINE STA 1406+00

MATCH LINE STA 1386+00

MATCH LINE STA 1426+00

MATCH LINE STA 1406+00



05/16/2022

NO.	DATE	REVISION	APPROV.

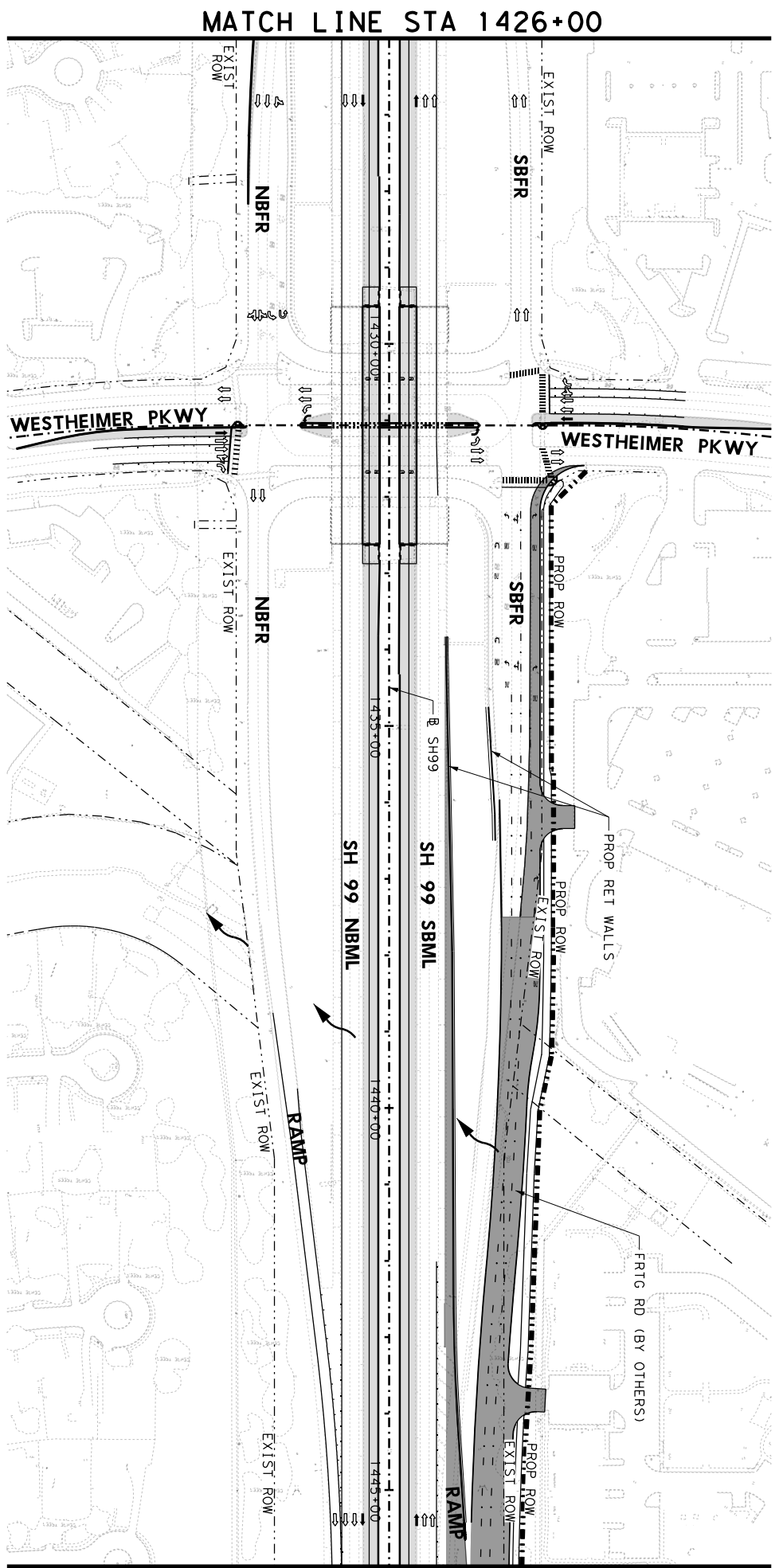
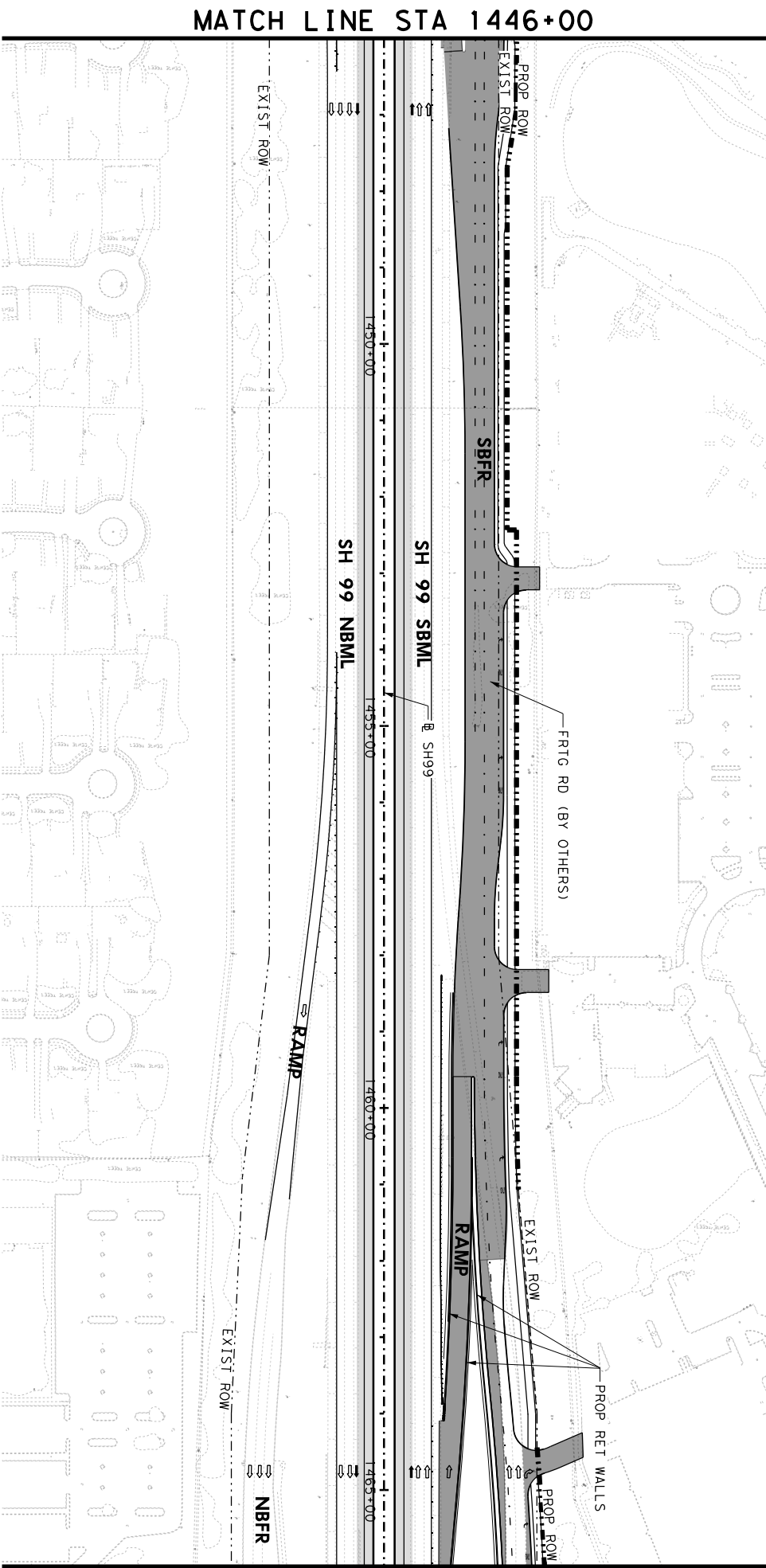
		Texas PE Firm Reg. #F-929	
575 N. Dairy Ashford, Suite 700, Houston, Texas 77079 T +1 281 589 7257 E usinfrastructure@rpsgroup.com			

		© 2022 14001	
SH 99		PROJECT LAYOUT	
STA 1386+00 TO STA 1426+00			

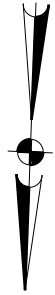
  

SHEET	3 OF 8		
FED. RD. DIV. NO.	PROJECT NO.		
6	9		
STATE	DIST.	COUNTY	
TEXAS	HOU	FORT BEND	
CONTR.	SECT.	JOB	HIGHWAY NO.
3510	04	019, ETC.	SH 99

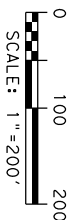


MATCH LINE STA 1466+00

MATCH LINE STA 1446+00



- LEGEND**
- EXIST ROW
  - - - - - PROP ROW
  - ⇨ EXIST TRAFFIC FLOW
  - ⇨ PROP TRAFFIC FLOW
  - ▬ PROP PAYMENT
  - ▬ PROP PAYMENT BY OTHERS
  - ▬ PROP SOUND WALL
  - ⇨ FLOW DIRECTION



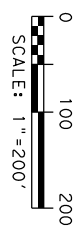
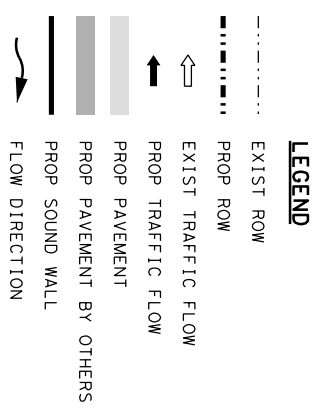
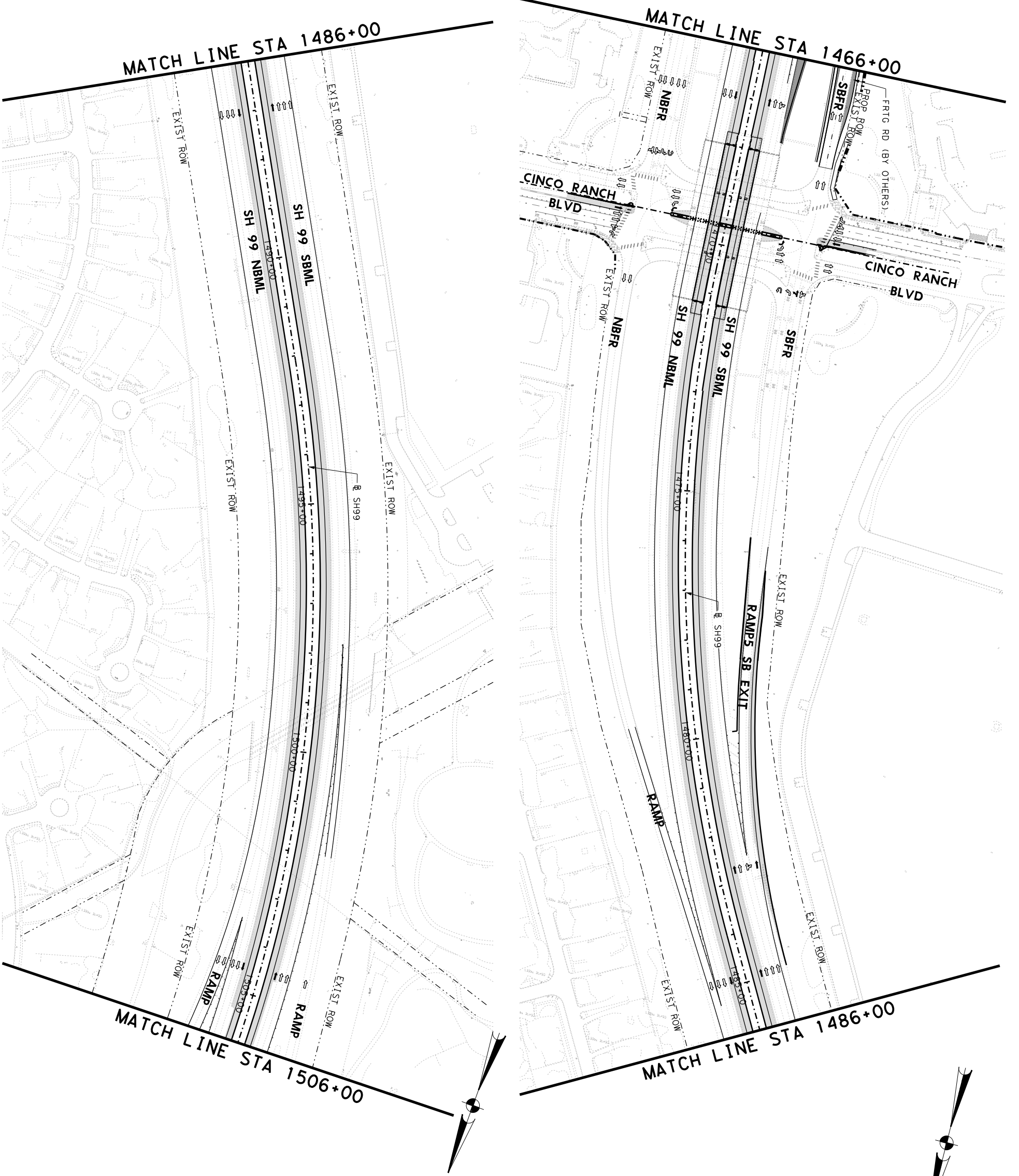
05/16/2022

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**SH 99**  
**PROJECT LAYOUT**  
**STA 1426+00 TO STA 1466+00**

SHEET 4 OF 8		PROJECT NO.		SHEET NO.	
FED. RD. DIV. NO.	6			10	
STATE	TEXAS	DIST.	HOU	COUNTY	FORT BEND
CONTR.	04	SECT.	019, ETC.	JOB	SH 99



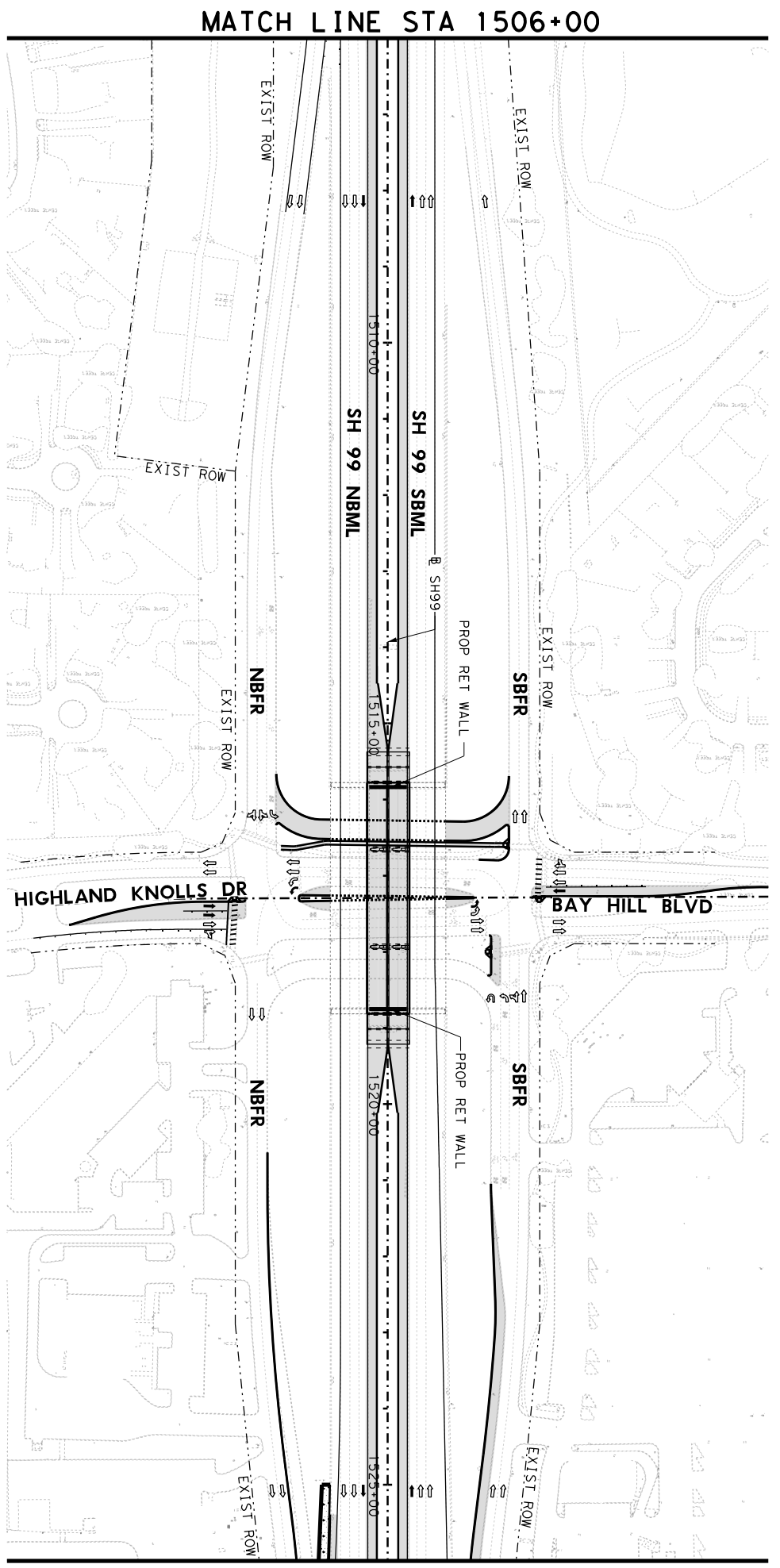
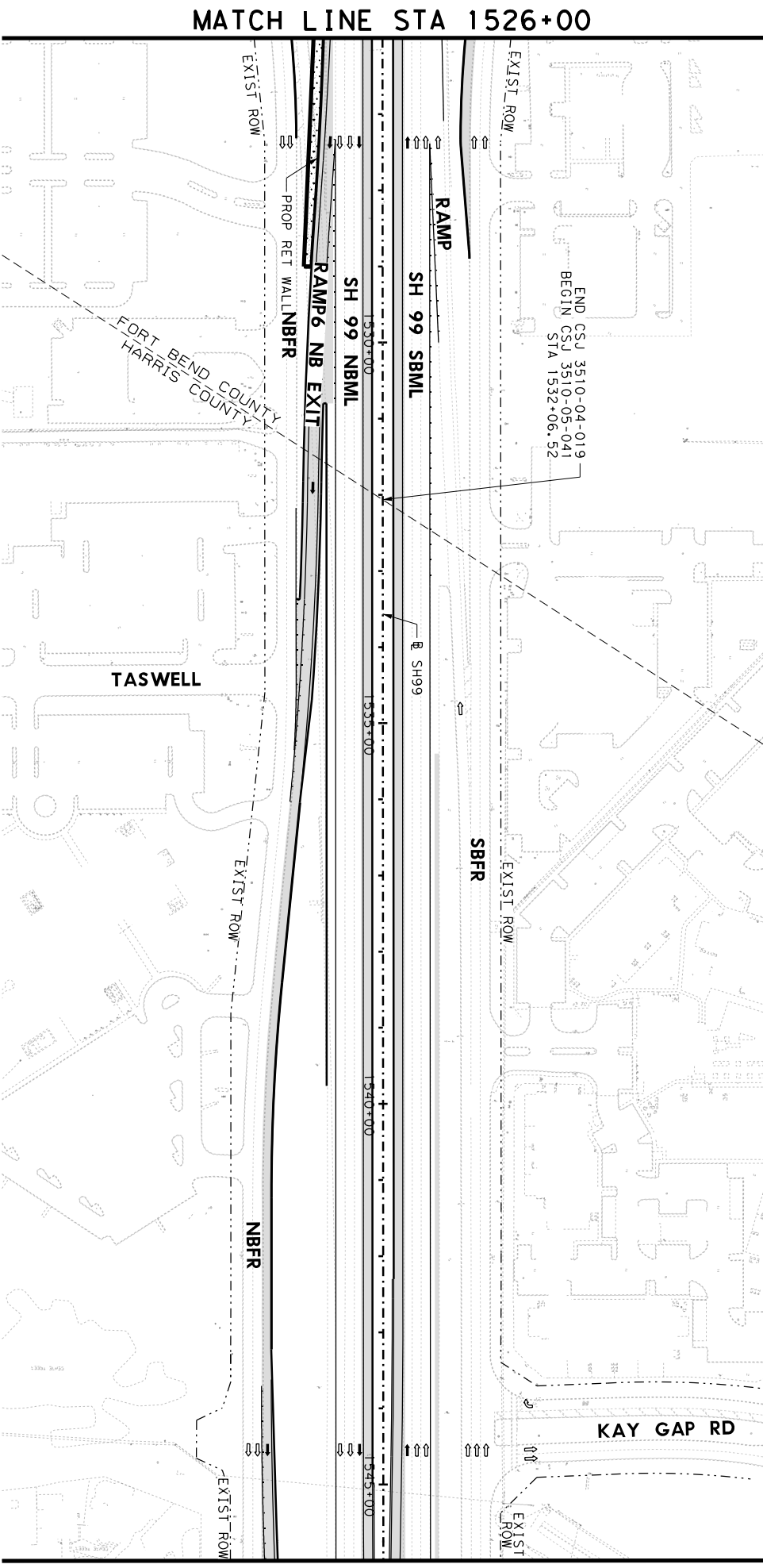
05/16/2022

NO.	DATE	REVISION	APPROV.

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**SH 99**  
 PROJECT LAYOUT  
 STA 1466+00 TO STA 1506+00

SHEET 5 OF 8		PROJECT NO.		SHEET NO.	
6				11	
STATE	DIST.	COUNTY		FORT BEND	
TEXAS	HOU				
CONTR.	SECT.	JOB	HIGHWAY NO.		
3510	04	019, ETC.	SH 99		

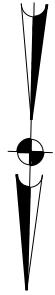


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MATCH LINE STA 1506+00

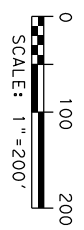
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MATCH LINE STA 1526+00



**LEGEND**

- EXIST ROW
- - - - - PROP ROW
- ⇄ EXIST TRAFFIC FLOW
- ⇨ PROP TRAFFIC FLOW
- ▬ PROP PAYMENT
- ▬ PROP PAYMENT BY OTHERS
- ▬ PROP SOUND WALL
- FLOW DIRECTION



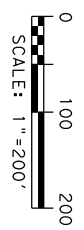
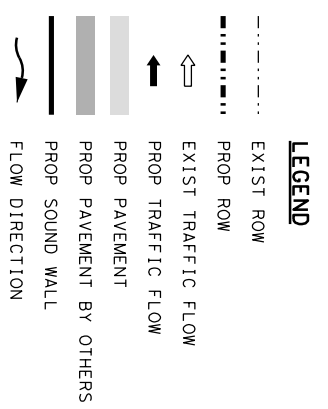
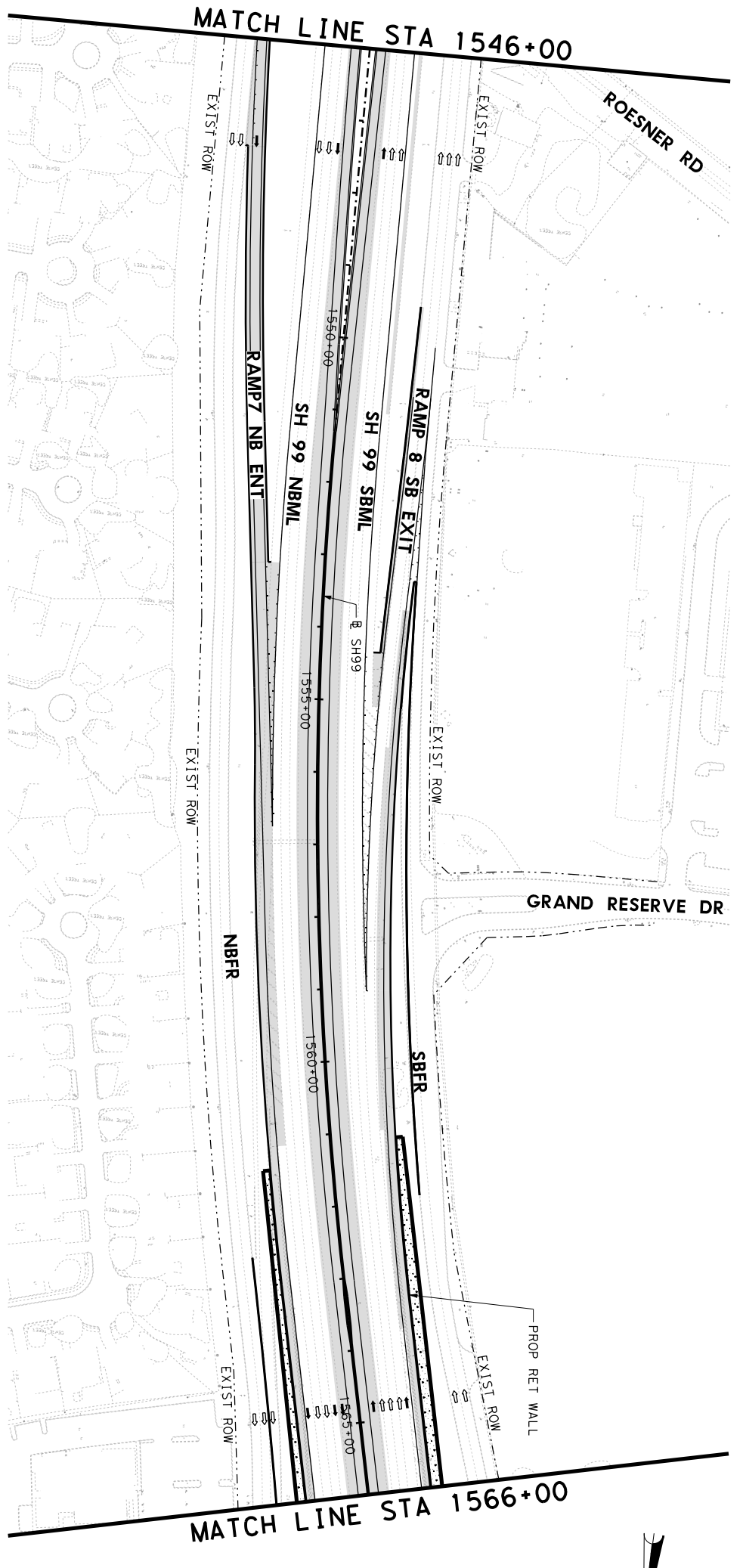
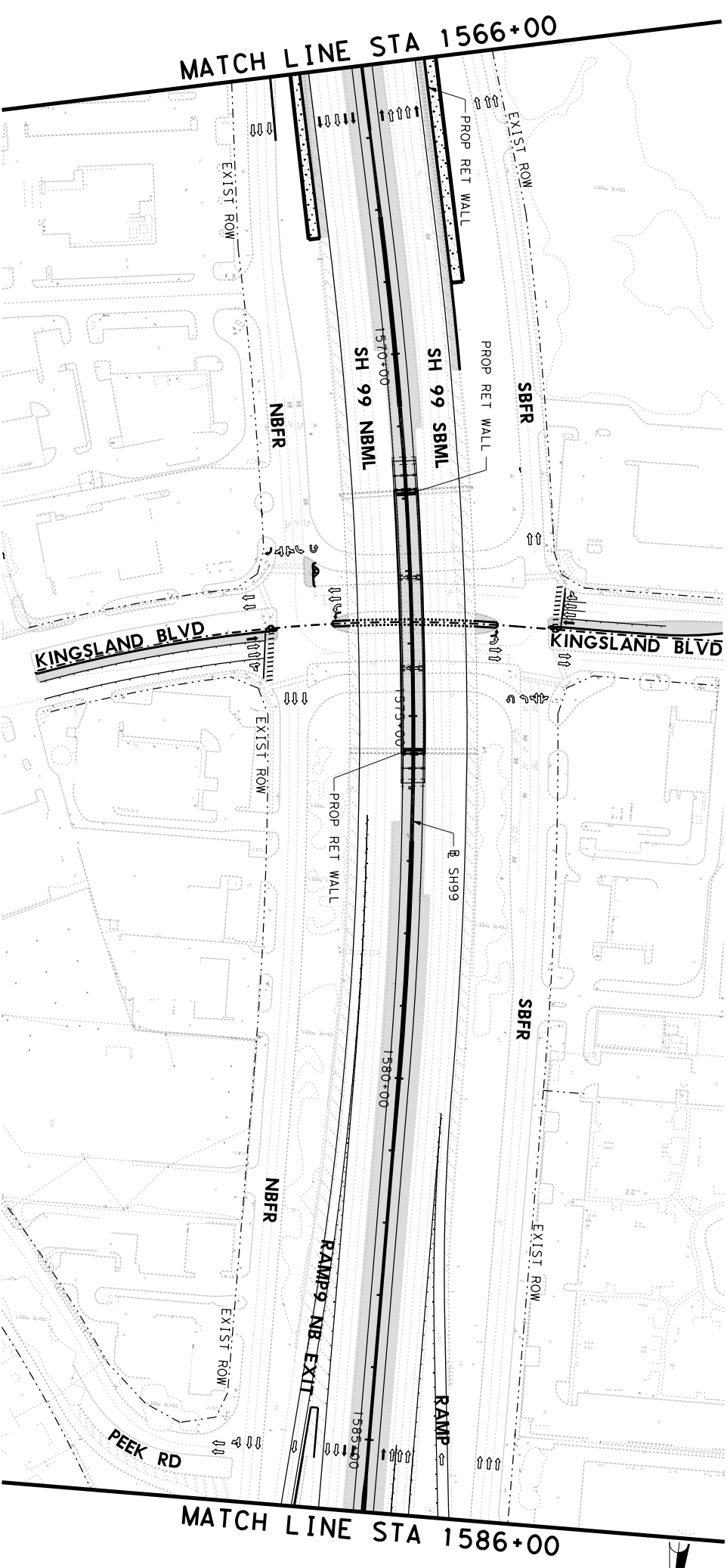
05/16/2022

NO.	DATE	REVISION	APPROV.

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**SH 99**  
**PROJECT LAYOUT**  
**STA 1506+00 TO STA 1546+00**

SHEET	6 OF 8
FED. RD. DIV. NO.	PROJECT NO.
6	
STATE	DIST.
TEXAS	HOU
CONT.	SECT.
3510	04
	JOB
	019, ETC.
	SH 99



05/16/2022

NO.	DATE	REVISION	APPROV.

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**SH 99**  
**PROJECT LAYOUT**  
**STA 1546+00 TO STA 1586+00**

SHEET 7 OF 8		PROJECT NO.		SHEET NO.	
FED. RD. DIV. NO.	6				13
STATE	TX	DIST.		COUNTY	
TEXAS	HOU			FORT BEND	
CONTR.		SECT.		JOB	
3510		04	019, ETC.	HIGHWAY NO.	SH 99



## Exhibit B

COUNTY \_\_\_\_\_ PROJ. NO. \_\_\_\_\_  
 HWY. NO. \_\_\_\_\_ LETTING DATE \_\_\_\_\_  
 DATE ACCEPTED \_\_\_\_\_

INDEX OF SHEETS  
 SEE SHEETS 2 -3 FOR INDEX OF SHEETS

REGISTERED ACCESSIBILITY SPECIALIST  
 (RAS) INSPECTION REQUIRED  
 TDLR PROJECT NO. \_\_\_\_\_

STATE OF TEXAS  
 DEPARTMENT OF TRANSPORTATION

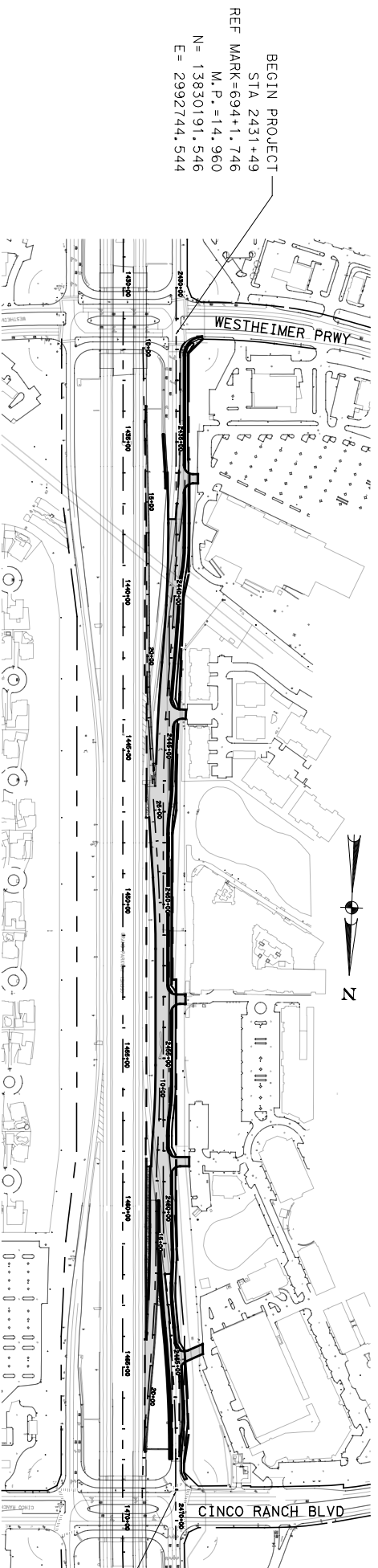
PLANS OF PROPOSED  
 STATE HIGHWAY IMPROVEMENT

PROJECT NO. CC 3510-4-55  
 CSJ: 3510-04-055  
 SH 99

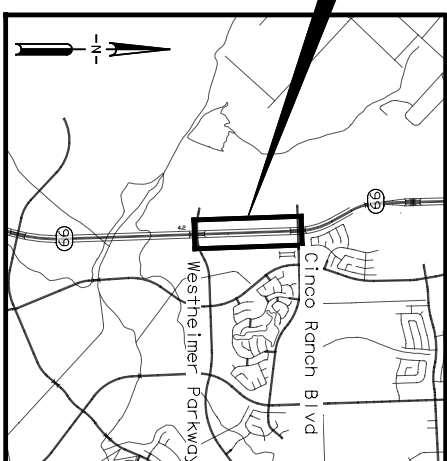
SOUTHBOUND FRONTAGE ROAD  
 FROM WESTHEIMER PARKWAY TO CINCO RANCH BLVD

FORT BEND COUNTY

NET LENGTH OF ROADWAY = 3760.00 FT = 0.712 MI  
 NET LENGTH OF PROJECT = 3760.00 FT = 0.712 MI  
 FOR THE CONSTRUCTION OF FRONTAGE ROAD AND RAMP REVERSAL  
 WORK CONSISTING OF: GRADING, CONCRETE PAVEMENT, STORM SEWER,  
 RETAINING WALLS, SIGNING, AND PAVEMENT MARKING



LOCATION MAP  
 SCALE : N.T.S.



VICINITY MAP  
 N.T.S.

DESIGN SPEED:  
 MAINLANES : 60 MPH  
 RAMPS : 45 MPH  
 FRONTAGE RD : 45 MPH

FUNCTIONAL CLASSIFICATION :  
 MAINLANES : FREEWAY  
 FRONTAGE RD : COLLECTOR  
 ADT (2022) = 22,500  
 ADT (2042) = 40,100

END PROJECT  
 STA 2469+09  
 REF MARK=696+0.393  
 M.P.=15.672  
 N= 13833946.283  
 E= 2992602.917

BEGIN PROJECT  
 STA 2431+49  
 REF MARK=694+1.746  
 M.P.=14.960  
 N= 13830191.546  
 E= 2992744.544

EXCEPTIONS: NONE  
 EQUATIONS: NONE  
 RAILROAD CROSSINGS: NONE



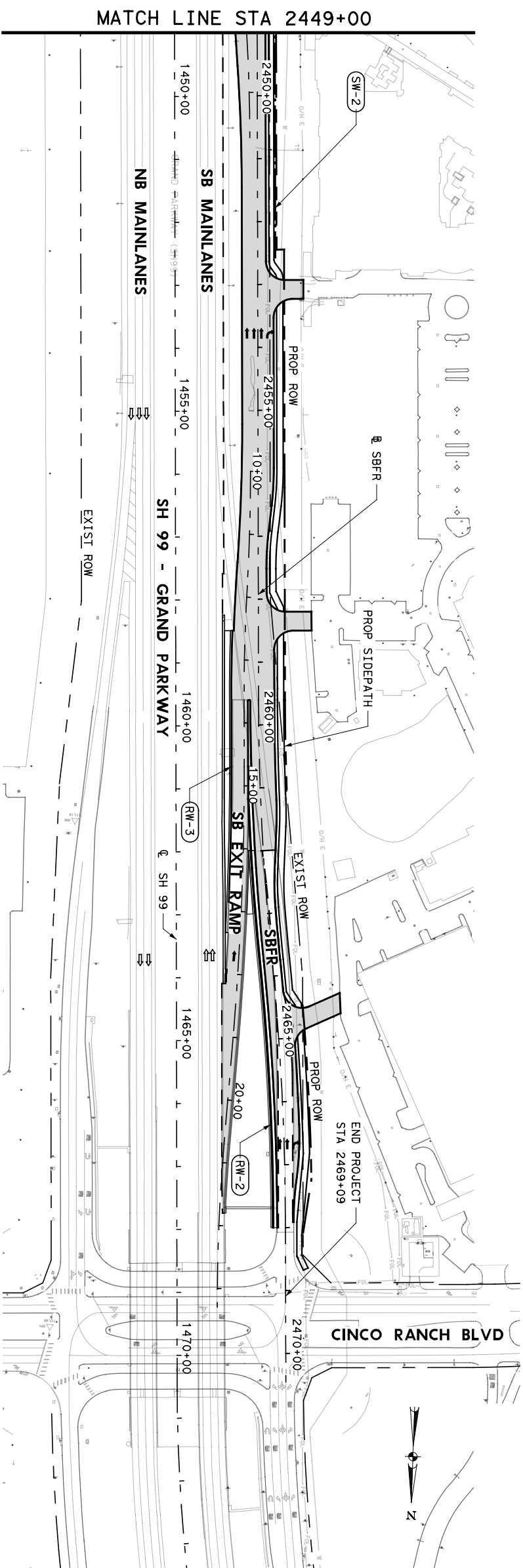
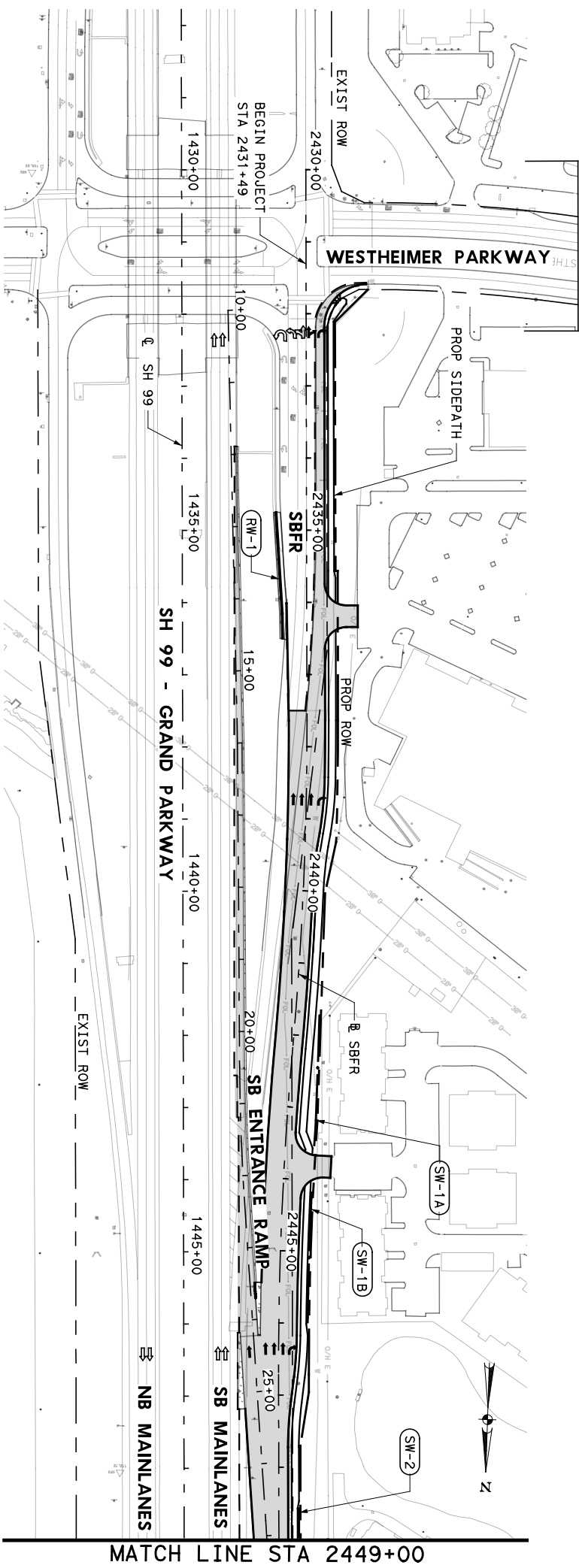
PRELIMINARY  
 SUBJECT TO CHANGE  
 Document Incomplete: Not Intended  
 For Permit, Bidding or Construction.  
 Engineer: PAUL E. BRIGHT  
 P.E. Serial No.: 61108  
 Date: 6/23/2022






RECOMMENDED FOR  
 LETTING  
 PROJECT MANAGER

APPROVED FOR  
 LETTING  
 DISTRICT ENGINEER

FED. PROJ. NO.	PROJECT NO.	SHEET NO.
0	CC 3510-4-55	1
STATE	COUNTY	
TEXAS	FORT BEND	
CONTRACT	JOB	SECTION
3510	04	055
	SECTION	SECTION
	SH 99	



- LEGEND**
-  PROPOSED CONCRETE PAVEMENT
  -  PROPOSED RETAINING WALL
  -  PROPOSED SOUNDWALL



THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.  
**PAUL E. BRIGHT**  
 61108  
 DATE 6/23/2022

**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 738 Hwy 6 South, Suite 430  
 Houston, Texas 77079  
 (832) 679-1000

**TEDSI**  
 TYPE: F-1640

Texas Department of Transportation  
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SH 99  
 SOUTHBOUND FRONTAGE ROAD  
 WESTHEIMER PKWY TO CINCO RANCH BLVD  
 PROJECT LAYOUT

SHEET 1 OF 1		PROJECT NO. SH 99	
STATE	DIST.	COUNTY	HIGHWAY NO.
TEXAS	HOU	FORT BEND	
CONT.	SECT.	JOB	SHEET NO.
3510	04	055	4

## Exhibit C

**Cinco MUD No. 1**  
 Job # 1544-00  
**Relocation of 24-Inch Water Main Along SH99**  
**Water Facilities and Miscellaneous Items**

**Preliminary Cost Estimate - June 12, 2022**

G:\TXH\Projects\Districts\CNMUD1\Cinco MUD 1 Water Main Relocate Along SH99 UTIL-COSTEST.xlsx\COST EST

ITEM	QUANTITY & UNIT	UNIT COST	ITEM TOTAL
<b><u>UNIT A: WATER DISTRIBUTION SYSTEM</u></b>			
1. C900-DR18 (class 235) P.V.C. Water Line (all depths) (including bends, wyes, crosses, plugs and clamps, reducers and tees):			
a. 24" Restrained Joint Pipe	1,000 LF	\$ 400.00	\$ 400,000.00
2. Miscellaneous Items:			
a. 24" Insertion Valve with Box, Complete	1 EA	\$ 100,000.00	\$ 100,000.00
b. Air Release Valve and Manhole	1 EA	\$ 25,000.00	\$ 25,000.00
c. Bore and Jack 24" Water Line (not including pipe)	200 LF	\$ 500.00	\$ 100,000.00
<b>TOTAL, UNIT A</b>			<b>\$ 625,000.00</b>

**UNIT B: MISCELLANEOUS ITEMS**

The following are to be used only when directed by the Engineer and approved by the Owner. Methods will be approved by the Engineer and will be paid for at the prescribed unit prices. Utilization of these items will depend on site conditions at the time of construction.

1. Removal and/or Protection of Trees Along Route	1 LS	\$ 25,000.00	\$ 25,000.00
2. Grout Abandoned 24" Waterline Under Pipelines	200 LF	\$ 100.00	\$ 20,000.00
3. Removal of Abandoned 24" Waterline	800 LF	\$ 40.00	\$ 32,000.00
<b>TOTAL, UNIT B</b>			<b>\$ 77,000.00</b>

**SUMMARY**

Unit A: Water Distribution System	\$ 625,000.00
Unit B: Miscellaneous Items	\$ 77,000.00
<b>Subtotal Construction Costs Only</b>	<b>\$ 702,000.00</b>
Contingency (10%)	\$ 70,200.00
Engineering (15%)	\$ 115,830.00
<b>TOTAL ESTIMATE</b>	<b>\$ 888,030.00</b>



*Larry J. Mueller*  
 6/14/2022

1  
 TBPE Form Reg. F-1046