

## STANDARD UTILITY AGREEMENT

U-0013 – Fort Bend County Municipal Utility District No. 50  
 County: **Fort Bend County, Texas**  
 Highway: **FM 1093 Westpark Extension**

This Agreement by and between the County of Fort Bend, Texas, ("**County**"), and Fort Bend County Municipal Utility District No. 50 ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: 12-inch water line abandonment according to the following schedule:

Start date – December 1, 2015  
 Completion date – January 31, 2016

and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Exhibit "A," Exhibit "B" and Exhibit "C".

**WHEREAS**, Subchapter E of Chapter 203 of the Texas Transportation Code regarding the relocation of utilities does not apply to this Project, but the County wishes to negotiate in good faith and enter into agreements with all affected utility companies for the participation in the costs of the adjustment, removal, and/or relocation of certain facilities as authorized under such subchapter.

**WHEREAS**, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities and determined it is appropriate to enter an agreement with **Utility** to govern the terms for participation in the costs of the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

### NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** fifty percent (50%) of the documented actual costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **County** not later than 90 days after completion of the work.

RSJ      12/3/15  
 Date  
 Fort Bend County

CH      November 10, 2015  
 Initial      Date  
 MUD #50

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

However, for any failure by **Utility** to conclude said adjustment, removal, or relocation by the stated completion date not caused by events outside **Utility's** control, the **County** may elect to: (1) reduce the reimbursement to **Utility** by one percent (1%) each day delayed; or (2) relocate the facility at the sole cost and expense of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County** and **Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans and Specifications (Exhibit "A");
3. Utility Construction Cost Estimate (Exhibit "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Exhibit "C").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County** and **Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**. However, the **County** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The **Utility** acknowledges to and for the benefit of the **County** and State of Texas that it understands the project under this Agreement is eligible for Federal-aid highway funds and as such, requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the **Utility** pursuant to this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

RJS      12/3/15  
Date  
Fort Bend County


[Signature]      November 10, 2015  
Initial      Date  
MUD #50

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that Fort Bend County, Texas makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

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

**UTILITY**

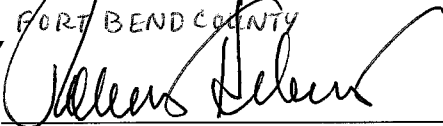
Utility: Fort Bend County Municipal Utility District No. 50  
*Name of Utility*

By:   
*Authorized Signature*  
Craig Lewis  
*Print or Type Name*

Title: President, Board of Directors

Date: November 10, 2015


**EXECUTION RECOMMENDED:**

COUNTY FORT BEND COUNTY  
By:   
*Authorized Signature*  
Robert E. Hebert  
*Print or Type Name*

Title: Fort Bend County Judge

Date: 12-8-2015

RJS      12/3/15  
Date  
Fort Bend County

      November 10, 2015  
Initial      Date  
MUD #50

## Exhibit A

# Fort Bend County Municipal Utility District #50

## Plans & Specifications

(3 Pages that Follow)

RJS      12/13/15  
Date  
Fort Bend County

CR      Nov. 19 2015  
Initial      Date  
MUD #50





THIS PROJECT IS LOCATED IN UNINCORPORATED AREAS OF THE CITY OF HOUSTON, TEXAS. THE PROJECT IS LOCATED IN UNINCORPORATED AREAS OF THE CITY OF HOUSTON, TEXAS. THE PROJECT IS LOCATED IN UNINCORPORATED AREAS OF THE CITY OF HOUSTON, TEXAS.

**PERMANENT BENCHMARK:** 5/4 HIGH RISE AND WITH PLUMB CANTON. THE BENCHMARK IS LOCATED IN UNINCORPORATED AREAS OF THE CITY OF HOUSTON, TEXAS. THE PROJECT IS LOCATED IN UNINCORPORATED AREAS OF THE CITY OF HOUSTON, TEXAS.

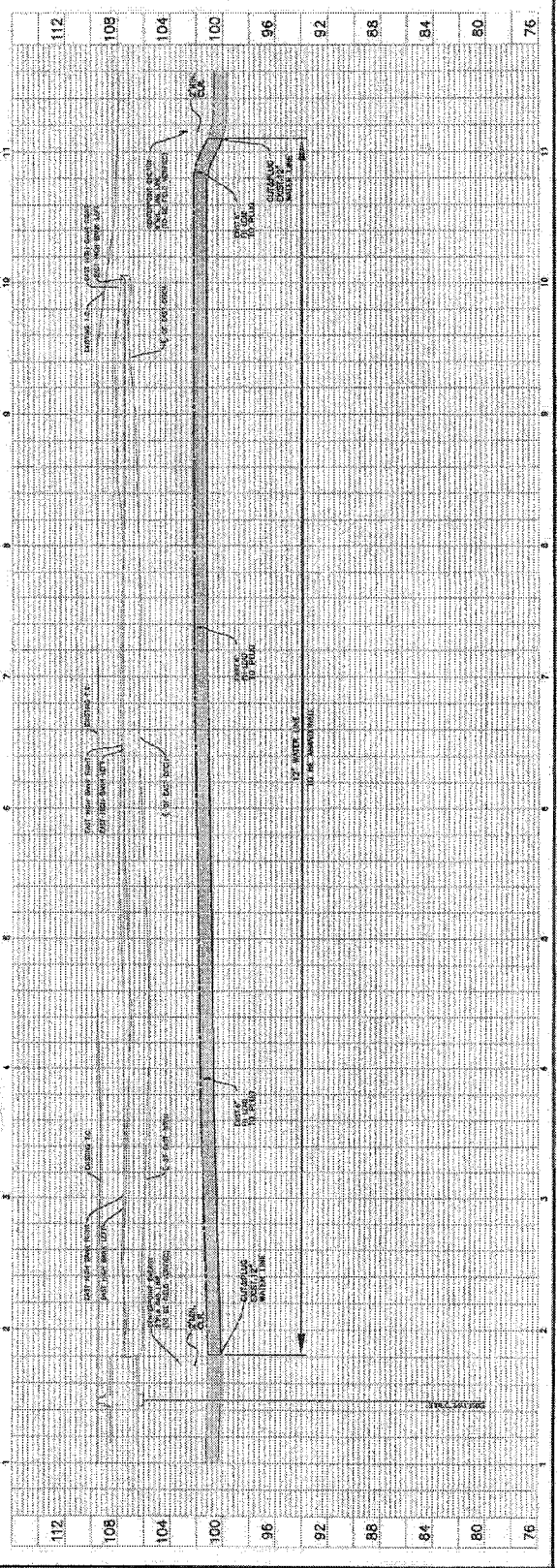
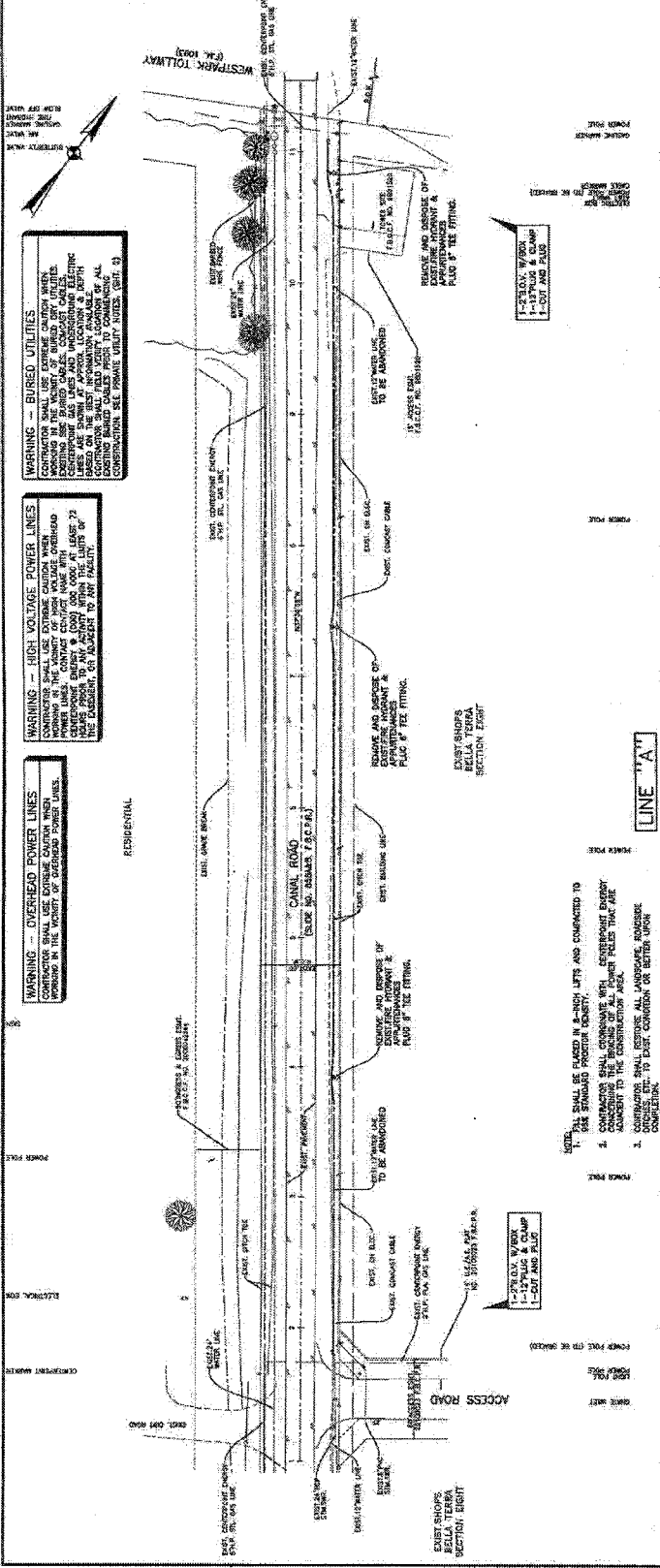
**TEMP BENCHMARK:** "A" ON TOP OF CURB AT ALLEY WEST OF HWY. 99 ON THE NORTH SIDE OF BRILLIANT BLVD. ELEV. 102.37

**TEMP BENCHMARK:** "B" AT THE NORTH END OF BRILLIANT BLVD. ON THE NORTH SIDE OF BRILLIANT BLVD. ON THE EAST SIDE OF CANAL RD. ELEV. 104.47

**TEMP BENCHMARK:** "C" ON TOP OF CURB AT ALLEY WEST OF HWY. 99 ON THE NORTH SIDE OF BRILLIANT BLVD. ELEV. 102.37

**TEMP BENCHMARK:** "D" AT THE NORTH END OF BRILLIANT BLVD. ON THE NORTH SIDE OF BRILLIANT BLVD. ON THE EAST SIDE OF CANAL RD. ELEV. 104.47

**TEMP BENCHMARK:** "E" AT THE NORTH END OF BRILLIANT BLVD. ON THE NORTH SIDE OF BRILLIANT BLVD. ON THE EAST SIDE OF CANAL RD. ELEV. 104.47



**WARNING - BURIED UTILITIES**  
CONTRACTOR SHALL USE EXTREME CAUTION WHEN EXCAVATING IN THE VICINITY OF BURIED UTILITIES. THE LOCATION OF BURIED UTILITIES IS SHOWN ON THE ATTACHED UTILITY LOCATIONS & DEPTHS. ALL EXCAVATIONS SHALL BE MADE WITH CARE AND PRECISION. SEE PERMITS UTILITY NOTES, SHEET 3.

**WARNING - HIGH VOLTAGE POWER LINES**  
CONTRACTOR SHALL USE EXTREME CAUTION WHEN EXCAVATING IN THE VICINITY OF HIGH VOLTAGE POWER LINES. THE LOCATION OF HIGH VOLTAGE POWER LINES IS SHOWN ON THE ATTACHED UTILITY LOCATIONS & DEPTHS. ALL EXCAVATIONS SHALL BE MADE WITH CARE AND PRECISION. SEE PERMITS UTILITY NOTES, SHEET 3.

**WARNING - OVERHEAD POWER LINES**  
CONTRACTOR SHALL USE EXTREME CAUTION WHEN EXCAVATING IN THE VICINITY OF OVERHEAD POWER LINES. THE LOCATION OF OVERHEAD POWER LINES IS SHOWN ON THE ATTACHED UTILITY LOCATIONS & DEPTHS. ALL EXCAVATIONS SHALL BE MADE WITH CARE AND PRECISION. SEE PERMITS UTILITY NOTES, SHEET 3.

**NOTE:**  
1. ALL SHALL BE PLACED IN 8" BENCH UNITS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.  
2. CONTRACTOR SHALL COORDINATE WITH ADJACENT ENERGY PROVIDERS TO OBTAIN NECESSARY PERMITS AND APPROVALS PRIOR TO EXCAVATION OR OTHER WORK.  
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO EXCAVATION OR OTHER WORK.

**1-2\"/>**

**1-2\"/>**



**E. G. Miller Engineers**  
16040 Bark Ten Place,  
Houston, Texas 77084  
(713) 461-8899  
Texas Registration No. 7-167

**INTERFERE ONLY**  
DOCUMENT IS FOR INFORMATION ONLY.  
FOR ANY INFORMATION, CONTACT THE ENGINEER.  
DATE: 10/15/2025

**APPROVED:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**ASSISTANT COUNTY ENGINEER**

**F.B.M.U.D. NO. 50**

**12" WATER LINE ABANDONMENT**

**LINE "A"**

**CITY OF HOUSTON**  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE CITY ENGINEER  
1001 FOSTER FRIER DRIVE  
HOUSTON, TEXAS 77002  
FILE NO. \_\_\_\_\_  
DATE OF ISSUE \_\_\_\_\_  
DRAWING SCALE: 1"=40' HORIZ, 1"=4' VERT  
SHEET NO. 3 OF 3

## Exhibit B

# Fort Bend County Municipal Utility District #50 Construction Cost Estimate

(2 Pages that Follow)

AJS      12/3/15  
Date  
Fort Bend County

CL      11/01/15  
Initial      Date  
MUD #50

**OFF-SITE UTILITIES**  
**TO SERVE**  
**FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 50**  
**PRELIMINARY ENGINEER'S ESTIMATE**  
**FOR THE ABANDONMENT OF**  
**WATER LINE**

**I. DISTRICT ITEMS**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b>A. <u>SITE WORK ITEMS</u></b>				
1. Mobilization	L.S.	1	\$7,500.00	\$7,500.00
2. Pollution Prevention Plan (Pre And Post Construction)	L.S.	1	\$2,500.00	\$2,500.00
3. Site Restoration To Equal Or Better Condition, All Inclusive; Complete In Place	L.S.	1	\$2,500.00	\$2,500.00
<b>TOTAL - SITE WORK</b>				<b>\$12,500.00</b>

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b>B. <u>WATER LINE ITEMS</u></b>				
1. Cut, Plug And Abandon (±950 L.F.) 12" DR-18 (C-900) P.V.C. Water Lines In Place, All Inclusive (See Note 4); Complete In Place	L.S.	1	\$14,250.00	\$14,250.00
<b>TOTAL - WATER LINE</b>				<b>\$14,250.00</b>
<b>TOTAL - ITEM I</b>				<b>\$26,750.00</b>

## SUMMARY

I.	<u>DISTRICT COST</u>	
A.	TOTAL - SITE WORK ITEMS	\$12,500.00
B.	TOTAL - WATER LINE ITEMS	<u>\$14,250.00</u>
	<b>SUBTOTAL</b>	<b>\$26,750.00</b>
	<b>+10% CONTINGENCY</b>	<b>\$2,675.00</b>
	<b>+15% ENGINEERING</b>	<b><u>\$4,413.75</u></b>
	<b>TOTAL - ITEM I</b>	<b>\$33,838.75</b>

## CONSTRUCTION COST SUMMARY

<u>CATEGORY</u>	<u>TOTAL COST</u>	<u>DISTRICT REIMBURSEMENT</u>	<u>DEVELOPER COST</u>
I. District Cost Items	<u>\$33,838.75</u>	<u>\$33,838.75</u>	<u>\$0.00</u>
<b>TOTALS</b>	<b>\$33,838.75</b>	<b>\$33,838.75</b>	<b>\$0.00</b>

**Notes:**

1. Estimate assumes all spoil will remain on site.
2. Price adjustments will be necessary after three months from the date of this estimate.
3. This estimate does not include cost for relocations of existing utilities.
4. Water Line abandonment includes two 2" B.O.V. Remove And Dispose Of Three F.H. Assembly Includes Plug "Tee" fitting, two 12" plugs for abandoned line

RW/KC/mh

P 2805.903/E

L:\2805\_FBCMUD\_50\02805.903 Abandonment of WL Interconnect\Admin\Estimates\02805.903\_Cost Estimate No. 1 (d)

## Exhibit C

### Fort Bend County Municipal Utility District #50

#### Schedule of Work and Estimated Date of Completion

(As Shown Below)

Construction Start Date: December 01, 2015

Construction Completion Date: January 31, 2016

RSJ      12/3/15  
Date  
Fort Bend County

ML      Nov 10, 2015  
Initial      Date  
MUD #50