

STANDARD UTILITY AGREEMENT

U-0028: **En-Touch Systems**
County: Fort Bend
Highway: FM 1093 Westpark Extension Phase II

This Agreement by and between the County of Fort Bend, Texas, ("**County**"), and En-Touch Systems ("**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: Relocation of overhead facilities into a predesignated corridor; and more specifically shown in **Utility's** Plans and Specifications, Estimated Costs, and Schedule which are attached hereto as Exhibits "A," "B" and "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:

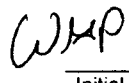
The **County** will pay to **Utility** fifty percent (50%) of the documented actual costs incurred for relocation of the utility in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

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.

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.


Date 10/4/17
Fort Bend County


Initial WHP Date 8/11/17
En-Touch Systems

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 & Specifications (Attachment "A");
3. Utility Construction Cost Estimate (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "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.

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.


Date 10/4/17
Fort Bend County


Initial WbP Date 8/11/17
En-Touch Systems

UTILITY

Utility: En-Touch Systems
Name of Utility


By: 
Authorized Signature

Wesley Pennix
Print or Type Name

Title: Manager – OSP Engineering

Date: 8/11/17

 10/4/17
Date
Fort Bend County

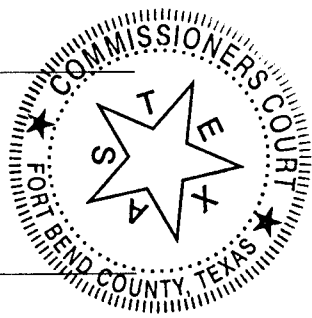
 8/11/17
Initial *Date*
En-Touch Systems

EXECUTION RECOMMENDED:

COUNTY
By: *Robert E. Hebert*
Robert E. Hebert, County Judge

Date: 10-10-2017

ATTEST:
By: *Laura Richard*
Laura Richard, County Clerk



APPROVED:
By: *Richard W. Stolleis*
Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:
By: *Marcus D. Spencer*
Marcus D. Spencer, FFA Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 30,210.72 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

WBS 10/4/17
Date
Fort Bend County

WAP 8/11/17
Initial Date
En-Touch Systems

Exhibit A

En-Touch Systems, Inc. Plans & Specifications

(6 Pages that Follow)

lews 10/4/17
Date
Fort Bend County

WEP 8/11/17
Initial Date
En-Touch Systems

ADDRESS: FM 359 @ FM 1093
 PROJECT NAME:









SITE LOCATION










WESTPARK TOLLWAY EXTENSION TXDOT PERMIT		 <small>BYERS ENGINEERING CONSULTANTS 8301 Hollister Suite 200 Houston, TX 77054 713-866-0100 (office) 713-866-1842 (fax)</small>
En-Touch		
<small>En-Touch Engineer WESLEY PENIX, Design By BYERS</small>		
<small>DRAWN BY:</small>	<small>DOMINIC OCHOA</small>	
<small>DATE:</small>	<small>8.9.2017</small>	
<small>KEY MAP:</small>	<small>523, 524</small>	
<small>PLAT:</small>	<small>1 OF 6</small>	
<small>DWG NAME:</small>	<small>WO17CFB1304</small>	

LEGEND

CATV: FIBER

-  FOC 1 DROP
-  FOC 12 FIBER CABLE
-  FOC 24 FIBER CABLE
-  FOC 48 FIBER CABLE
-  FOC 96 FIBER CABLE
-  FOC 144 FIBER CABLE

ADDRESS AND FIBER ASSIGNMENT




-  JBOX INSIDE
-  JBOX OUTSIDE
-  JBOX ?
-  ONX
-  FDT INSIDE/OUTSIDE
-  TERMINAL
-  LARGE TERMINAL

















PHONE: COPPER

-  25PR
-  50PR
-  100PR
-  200PR
-  300PR
-  400PR
-  600PR

-  CXB
-  CXT

COAX

-  D625
-  T750
-  DTB-0875

-  API
-  AMP
-  2 PORT TAP
-  4 PORT TAP
-  8 PORT TAP
-  NODE EQUIP. PRIMARY
-  NODE EQUIP.
-  NODE COAX IN/OUT
-  HH
-  INLINE EQ PWR INHIBITER
-  LBI
-  LINE EXTENDER
-  PWRINS
-  SPLITTER
-  2WAY SPLITTER
-  3WAY SPLITTER

MISC

-  ANCHORS
-  POLES
-  BONDS
-  MANHOLES
-  MARKER
-  OVER LASH
-  LOOP SLACK



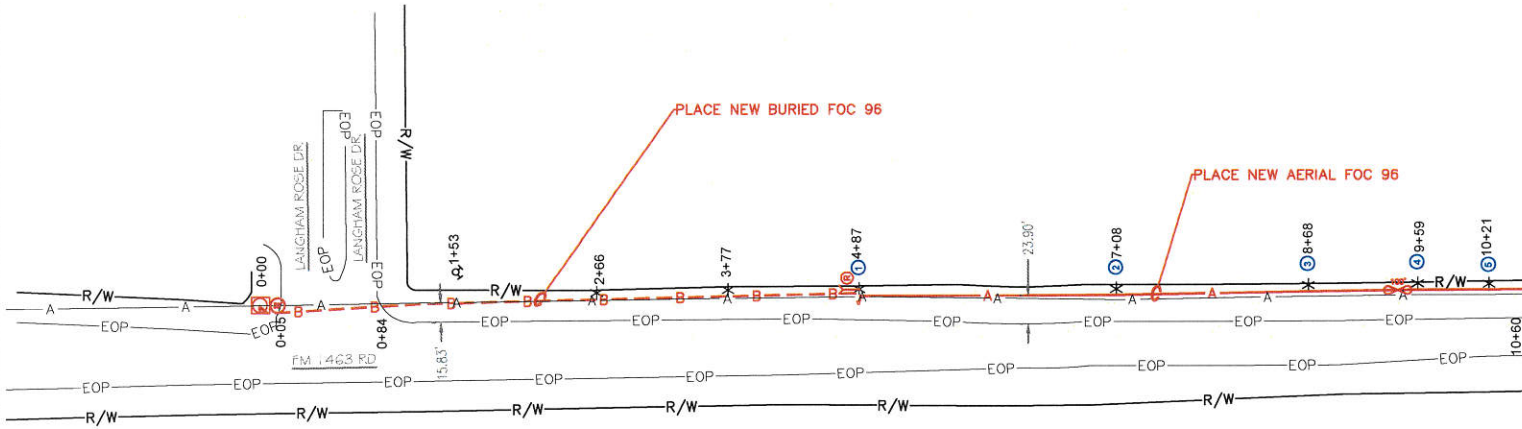
WESTPARK TOLLWAY
EXTENSION
TXDOT PERMIT



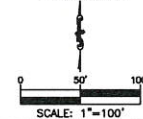
En-Touch Engineer WESLEY PENNA, Design By BYERS	
DRAWN BY:	DOMINIC OCHOA
DATE:	8.9.2017
FILE #:	523, 524
PLT:	2 OF 6
DWG NAME:	WO17CFB1304

CONSTRUCTION NOTES

PLACE 573' OF AERIAL 96 FOC & 6M STRAND
 REMOVE 573' OF AERIAL FOC 24
 PLACE 516' OF 1-2" HDPE DUCTS
 PLACE 516' OF BURIED 96 FOC
 PLACE 150' SLACK LOOP 96 FOC
 PLACE 1 MGNV BONDS
 PLACE 1 ANCHOR, ROD, GUY
 PLACE 1 HAND HOLES



Know what's below.
Call before you dig.



WESTPARK TOLLWAY EXTENSION TXDOT PERMIT		
		En-Touch Engineer WESLEY PENNA, Design By BYERS
DRAWN BY:	DOMINIC OCHOA	
DATE:	8.8.2017	
CHECKED BY:	523, 524	
PLANT:	3 OF 6	
DWG NAME:	WO17CFB1304	

CONSTRUCTION NOTES

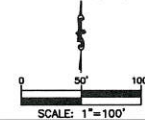
PLACE 1283' OF AERIAL 96 FOC & 6M STRAND
 REMOVE 1283' OF AERIAL FOC 24
 PLACE 100' SLACK LOOP 96 FOC



2



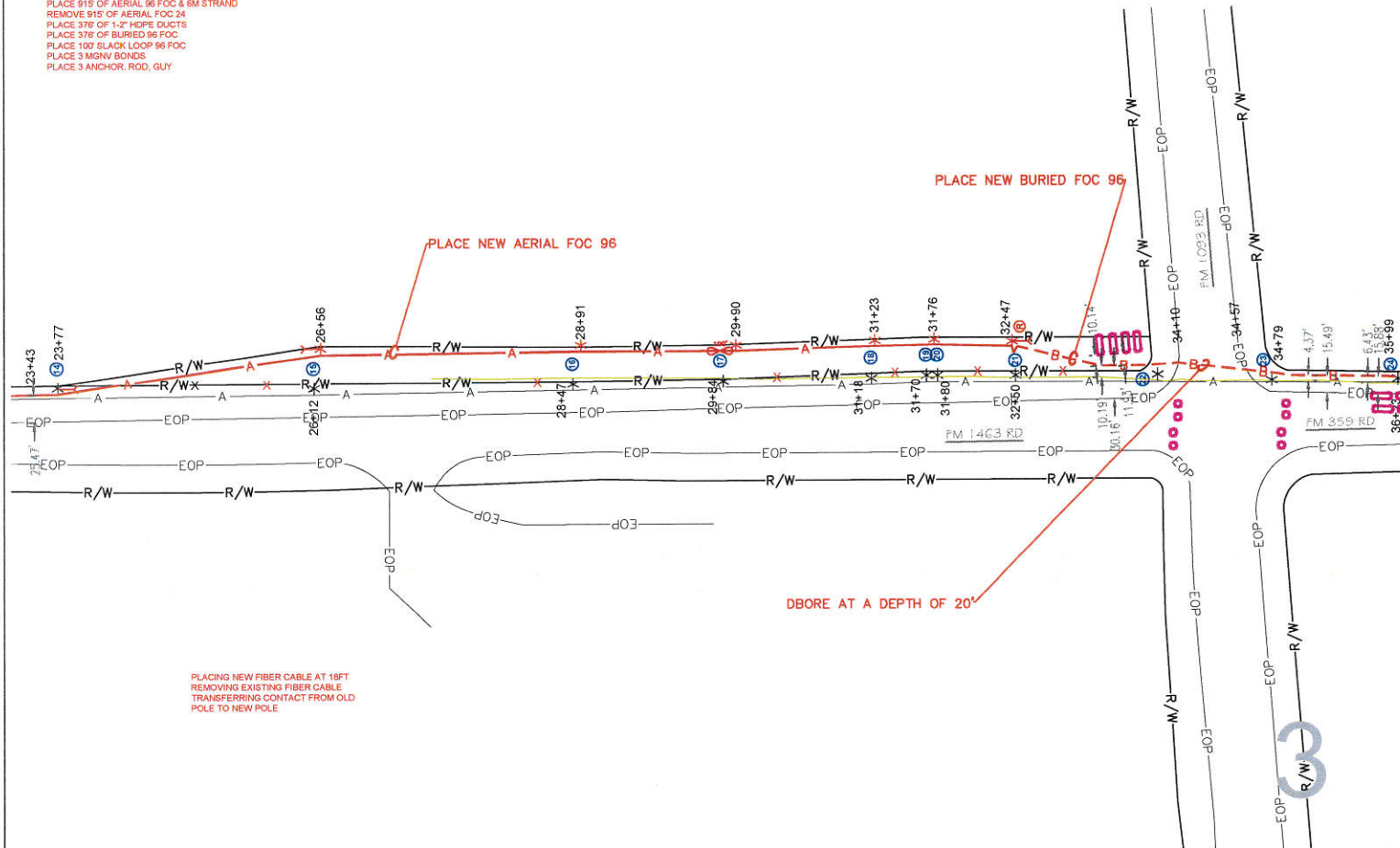
Know what's below.
Call before you dig.



WESTPARK TOLLWAY EXTENSION TXDOT PERMIT		
En-Touch Engineer WESLEY PENNIX, Design By BYERS		
DRAWN BY:	DOMING OCHOA	
DATE:	8/9/2017	
KEY:	523, 524	
PLAT:	4 OF 6	
DWG NAME:	WO17CFB1304	

CONSTRUCTION NOTES

PLACE 915' OF AERIAL 96 FOC & 6M STRAND
 REMOVE 915' OF AERIAL FOC 24
 PLACE 378' OF 1-2" HDPE DUCTS
 PLACE 378' OF BURIED 96 FOC
 PLACE 100' SLACK LOOP 96 FOC
 PLACE 3 MSWV BONDS
 PLACE 3 ANCHOR, ROD, GUY



PLACING NEW FIBER CABLE AT 18FT
 REMOVING EXISTING FIBER CABLE
 TRANSFERRING CONTACT FROM OLD
 POLE TO NEW POLE

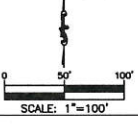
PLACE NEW BURIED FOC 96

PLACE NEW AERIAL FOC 96

DBORE AT A DEPTH OF 20'



Know what's below.
 Call before you dig.



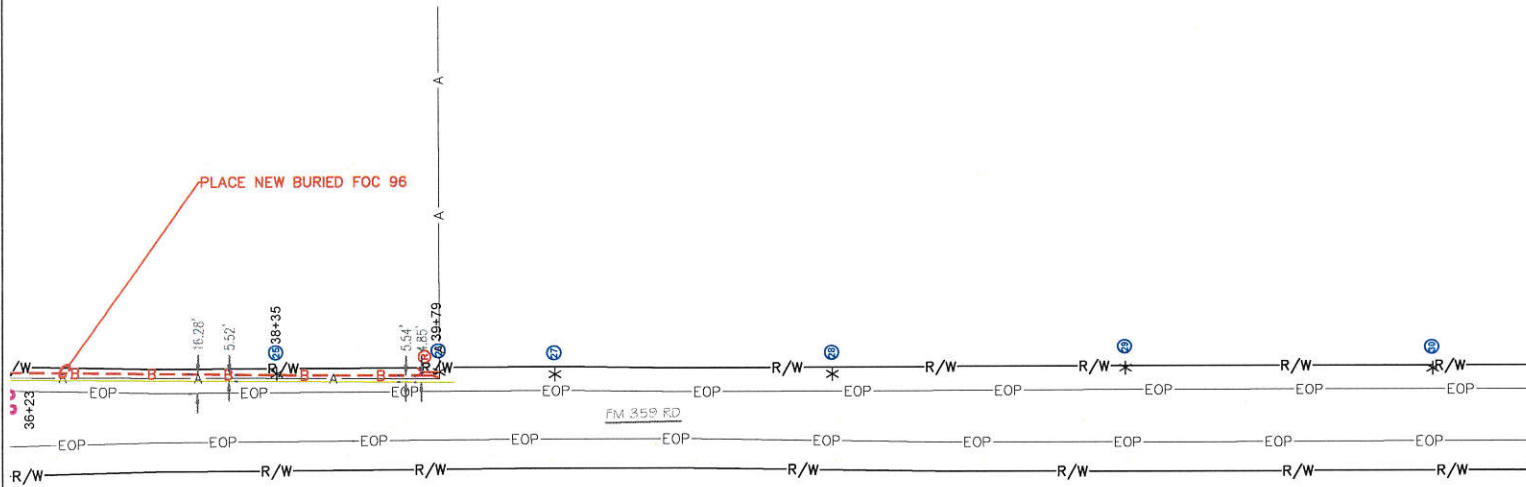
WESTPARK TOLLWAY
 EXTENSION
 TXDOT PERMIT



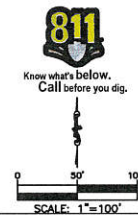
En-Touch Engineer MESLEY PENNIX, Design By BYERS	
DRAWN BY:	DOMINIC OCHOA
DATE:	8.9.2017
KEY: P&P:	023, 024
PLAT:	5 OF 6
DWG NAME:	WO17CFB1304

CONSTRUCTION NOTES

PLACE 359' OF 1-2" HDPE DUCTS
 PLACE 359' OF BURIED 96 FOC
 PLACE 1 MGNV BONDS
 PLACE 1 ANCHOR, ROD, GUY



4





WESTPARK TOLLWAY EXTENSION TXDOT PERMIT		 <p><small>8001 Hollister Houston, TX 77061 713-964-0100 (office) 713-964-1993 (fax)</small></p>
En-Touch Engineer MESLEY PENNIX, Design By BYERS		
	DRAWN BY: DOMINIC OCHOA DATE: 8.8.2017 KEY: 408 023, 024 PLANT: 6 OF 6 DWG NAME: WO17CFB1304	

Exhibit B

En-Touch Systems, Inc. Construction Cost Estimate

Job Number: WO15CFB1074
Community: Ft Bend County
Section: FM 1093 Road widening
Contractor: Elite

Project Description:	Westpark Tollway Extension Phase II
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Labor	\$22,339.05
NHPL	\$0.00
Eng/Permits	\$5,159.00
Material	\$32,923.38
Total Cost	\$60,421.43

WBO 10/4/17
Date
Fort Bend County

WRY 8/11/17
Initial Date
En-Touch Systems

Exhibit C

En-Touch Systems, Inc. Schedule of Work and Estimated Dates of Completion.

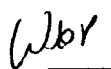
(As Shown Below)

Construction Schedule:

Begin Construction: November 1, 2017 (Pending Completion of CenterPoint Overhead Relocation)

Complete Construction: December 15, 2017 (Based on November 1, 2017 Start Date)


Date
10/4/17
Fort Bend County


Initial
Date
8/11/17
En-Touch Systems

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2017-267861

Date Filed:
 10/03/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 entouch systems inc
 houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 23381
 Utility Relocation regarding FM 1093/Westpark, Mobility Project No. 748

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Wesley Pennix
 Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL ABOVE

Sworn to and subscribed to before me, by the said *Wesley Glen Pennix*, this the 3rd day of October, 2017, to certify which, witness my hand and seal of office.

Aaron Hernandez Aaron Hernandez Notary Public
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
entouch systems inc
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Certificate Number:
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2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Acknowledged:
10/10/2017

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
23381
Utility Relocation regarding FM 1093/Westpark, Mobility Project No. 748

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath