

WATER LINE RELOCATION AGREEMENT
Gaston/Greenbush Right Turn Lane Project

This Water Line Relocation Agreement (this "Agreement") is made and entered into as of the ____ day of _____, 2018 (the "Effective Date"), by and between **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 185**, a political subdivision of the State of Texas (the "District") and **FORT BEND COUNTY, TEXAS**, a political subdivision of the State of Texas (the "County"). The District and the County are collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the County is installing a right turn lane at the intersection of Gaston Road and Greenbush Lane in Fort Bend County, Texas (the "Road Project");

WHEREAS, the Road Project will necessitate the relocation of approximately 300' of a 12" water line owned by the District (the "Water Line Relocation Project"); and

WHEREAS, the County and the District desire to proceed with the design and construction of the Water Line Relocation Project and set out their understanding with respect to their respective obligations in connection with the design and construction of the Water Line Relocation Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits in this Agreement, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement.

Section 2. District Obligations.

A. Design. The District will design the Water Line Relocation Project and obtain approvals of the plans and specifications for same from all entities with jurisdiction over same, including the District.

B. Construction. Upon approval of the plans and specifications for the Water Line Relocation Project the District will advertise the project for bids in compliance with applicable laws, enter into a contract to construct the project, and cause to be

constructed the Water Line Relocation Project. A preliminary engineer's estimate of the scope and cost of the Water Line Relocation Project is attached hereto as Exhibit "A".

Section 3. County Obligations.

A. Road Project. The County will design, contract for and pay all costs associated with the construction of the Road Project. In addition, the County will provide the District with an electronic file for the final design of the Road Project in the location of the proposed Water Line Relocation Project, to be used as a reference in design of the Water Line Relocation Project.

B. Water Line Relocation Project. Within ____ days after receipt of a Certificate of Substantial Completion of the Water Line Relocation Project signed by the District's engineer, the County will pay the District one-half (1/2) of all costs incurred by the District in connection with the design and construction of the Water Line Relocation Project, including, without limitation, all permit fees, bonds, inspection fees, legal fees, and construction supervising fees. The District will furnish the County any back-up information concerning the Water Line Relocation Project requested by the County, including documentation reflecting the actual costs incurred by the District.

Section 4. Subsequent Obligations by Both Parties. The County acknowledges and agrees that the District shall not have any obligation to design or build any portion of the Road Project.

Section 5. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted to be given pursuant hereto shall be in writing and shall be deemed to have been given and received upon (i) the day such notice is hand delivered by express delivery service or overnight courier service, or (ii) the day such notice is sent by facsimile (provided that the party sending such facsimile receives a confirmation generated by its fax machine that such facsimile was completed and such facsimile is confirmed by delivery as described in (i) above). Notices shall be provided to the addresses (or facsimile numbers, as applicable) specified below:

(i) If to the District:

Fort Bend County Municipal Utility District No. 185
c/o John G. Cannon
Coats Rose, P.C.
9 Greenway Plaza, Suite 1000
Houston, Texas 77046
Tel: 713-653-5735
Fax: 713-890-3958

(ii) If to the County:

Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to:

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

Section 6. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

Section 7. Headings. The headings used herein are for convenience only and are not to be used in interpreting this Agreement.

Section 8. Amendments. This Agreement is irrevocable and may only be amended by a written amendment executed by the parties hereto.

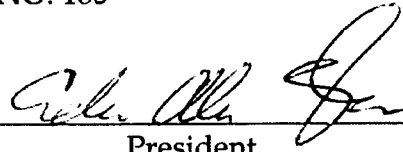
Section 9. Attorney's Fees. If any suit is filed to enforce the terms hereof, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

Section 10. Multiple Counterparts. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of such counterparts shall together constitute but one and the same instrument. Signature pages from one counterpart may be detached from such counterpart and added to other counterparts.


[Signature Pages Follow]

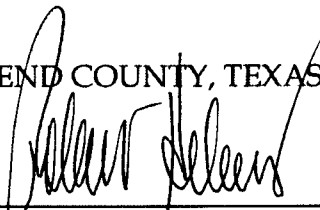
EXECUTED to be effective as of the first date written above.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 185


By: 
President

ATTEST:


Secretary

FORT BEND COUNTY, TEXAS
By: 
Robert E. Hebert, County Judge
9-4-2018

ATTEST:


Laura Richard, County Clerk

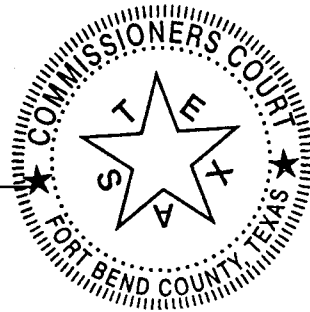


EXHIBIT "A"
Fort Bend County Municipal Utility District No. 185
Gaston Road 12" Water Line Relocation
Conceptual Cost Estimate - July 9, 2018

ITEM	QUANTITY & UNIT	UNIT COST	ITEM TOTAL
<u>UNIT A: WATER DISTRIBUTION SYSTEM</u>			
1. C900-DR18 (class 235) P.V.C. Water Line (all depths) (including bends, wyes, crosses, plugs and clamps, reducers and tees):			
a. 12" Pipe	210 LF	\$ 75.00	\$ 15,750.00
2. Miscellaneous Items:			
a. Relocate Fire Hydrants (including leads: all depths)	3 EA	\$ 2,200.00	\$ 6,600.00
b. 12" Wet Connect (includes cutting existing 12" water line, plugging abandoned section, and connecting proposed 12" water line)	2 EA	\$ 3,500.00	\$ 7,000.00
c. Remove and Dispose of Existing 12" Water Line (at connection locations for proposed 12" water line)	20 LF	\$ 75.00	\$ 1,500.00
d. Traffic Control Required to Facilitate Construction (per Traffic Control Plan)	1 LS	\$ 2,000.00	\$ 2,000.00
e. Trench Safety System	210 LF	\$ 1.00	\$ 210.00
TOTAL, UNIT A			\$ 33,060.00
<u>UNIT B: DISPOSAL OF EXCESS UTILITY EXCAVATION</u>			
1. Offsite Disposal of Excess Utility Excavation (includes disposal of said material at a location where the Contractor has a legal right and permission to dispose of said material).	65 CY	\$ 10.00	\$ 650.00
TOTAL, UNIT B			\$ 650.00
<u>UNIT C: SWPPP</u>			
1. Enforcement of TPDES Requirements	1 LS	\$ 1,500.00	\$ 1,500.00
2. Inlet Protection Barrier - Stage II (Item 1580)	1 EA	\$250.00	\$ 250.00
3. Hydro-Mulch Seeding of Disturbed Areas	0.15 AC	\$4,000.00	\$ 600.00
TOTAL, UNIT C			\$ 2,350.00

Fort Bend County Municipal Utility District No. 185

Gaston Road 12" Water Line Relocation

Conceptual Cost Estimate - July 9, 2018

<u>ITEM</u>	<u>QUANTITY & UNIT</u>	<u>UNIT COST</u>	<u>ITEM TOTAL</u>
<u>SUMMARY</u>			
Unit A: Water Distribution System			<u>\$ 33,060.00</u>
Unit B: Disposal of Excess Utility Excavation			<u>\$ 650.00</u>
Unit C: SWPPP			<u>\$ 2,350.00</u>
SUBTOTAL			<u>\$ 36,060.00</u>
Contingency (10%)			<u>\$ 3,606.00</u>
Engineering and Survey			<u>\$ 12,000.00</u>
TOTAL ESTIMATE			<u>\$ 51,666.00</u>