

**INTERLOCAL AGREEMENT**

(Beechnut Street – Project No. 17410)

THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF FORT BEND       §

This Interlocal Agreement (“Agreement”) is made and entered into by and between FORT BEND COUNTY, TEXAS (the “County”), a political subdivision of the state of Texas, and FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 50 (the “District”), a political subdivision of the state of Texas. County and District may be collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”), which authorizes local governments to contract with one another to provide governmental functions, mutual aid, and services under the terms of the Act; and

WHEREAS, the Parties are each a local governmental entity and are authorized under the Act to provide certain governmental functions, including, but not limited to the provision of road and drainage improvements; and

WHEREAS, in order to improve mobility, County and District desire to improve a portion of Beechnut Street, including the construction of a storm sewer line, junction box, storm sewer outfall, and median opening, utilizing funds from the Fort Bend County Mobility Bond Project No. 17410, which funds may only be expended on streets that are an integral part of or connecting link with county roads or state highways pursuant to Article III, Section 52 (b) and (c) of the Texas Constitution and Section 251.012 of the Texas Transportation Code; and

WHEREAS, the Parties assert that the portion of Beechnut Street to be improved under this Agreement is part of a street within the District that is an integral part of or a connecting link with a County road or state highway; and

WHEREAS, County and District have determined it would be in the best interest of County and District, and to the inhabitants thereof, that provisions be made for the improvement of Beechnut Street in accordance with the terms of this Agreement.

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

1.    **Purpose.** The purpose of this Agreement is to outline the funding and project management obligations for the Project.

2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

3. **Definitions.**

- (a) "County Project" means the design and construction of the storm sewer line and the median opening by County as further provided "Exhibit A" attached hereto and incorporated by reference herein.
- (b) "District Project" means the design and construction of the concrete junction box and storm sewer outfall by District as further provided "Exhibit B" attached hereto and incorporated by reference herein.
- (c) "Effective Date" means the date this Agreement is executed by the last signing Party hereto.
- (d) "Eligible District Project Costs" means the costs, as determined by County in its sole discretion, for construction of the concrete junction box and storm sewer outfall including: engineering design and services related to the completion of any Plans, Specifications, and Estimates ("PS&E") for the District Project; related drainage facilities; utility and pipeline conflicts; approved traffic control devices; sidewalks up to five feet (5') wide consistent with current District Infrastructure Standards; and construction related services for such roadway improvements. Eligible District Project Costs shall further include resolution of utility conflicts created by construction of the District Project elements and similar facilities proposed to be part of the District Project.
- (e) "Non-Eligible District Project Costs" shall mean any design and construction costs related to District Project enhancements, all upgrades to the District Project, and all other items that do not fall within the definition of Eligible District Project Costs (as determined by County) including, but not limited to: landscaping; irrigation; lighting; hike and bike trails; reconstruction of utilities (except utility conflicts created by the construction of District Project elements); and oversizing of water, sewer, and drainage facilities.

4. **Project/ Scope of Work.**

- (a) The Parties acknowledge and agree that this Scope of Work represents the general requirements for the County Project and District Project to facilitate the completion of the design and construction of certain improvements to a portion of Beechnut Street.

- (b) The District Project shall be facilitated, managed, and administered by District. District shall take all reasonable actions to ensure that the District Project is constructed in a good and workmanlike manner with all reasonable diligence.
- (c) The County Project shall be facilitated, managed, and administered by County at County's sole cost and expense. County shall take all reasonable actions to ensure that the County Project is constructed in a good and workmanlike manner with all reasonable diligence.

**5. Allocation of Project Costs.**

- (a) County's Contribution to District Project: County shall contribute the lesser of Sixty-Two Percent (62%) or Three Hundred Twenty Eight Thousand and 00/100 Dollars (\$328,000.00) of the Eligible District Project Costs for the District Project. The Parties understand and agree that, depending on the needs of the District Project, the Eligible District Project Costs may be higher or lower than the Cost Estimate attached hereto as "Exhibit C" and incorporated by reference herein. In any event, County's contribution of funds for the District Project shall not exceed \$328,000.00.
  - (1) Initial Payment: Upon District entering into a Construction Contract with a qualified bidder as provided in Section 7 of this Agreement, District shall forward to County a request for payment that includes sufficient detail for County to review and approve. Within thirty (30) days of County's receipt of District's request for payment, County shall remit payment to District.
  - (2) Final Payment: Within thirty (30) days of Completion of the District Project, District shall furnish County with an invoice showing a full accounting of the funds expended on the District Project. Within thirty (30) days of County's approval and acceptance of the invoice and full accounting provided by District, County shall remit payment to District for any unpaid Eligible District Project Costs due for the work performed and completed on the District Project.
  - (3) Excess Funds: If, after the course of full accounting of the District Project referenced above, it is discovered that excess funds were received by District from County for the District Project, District shall remit such excess funds that have not been used for County's portion of the Project to County within thirty (30) days of District's full accounting of the Project. County shall place or shift such excess funds as provided in Section 5(b).
- (b) District understands and agrees that it shall be responsible for the funding of any and all Non-Eligible District Project Costs, including the incremental cost of

extending or upsizing any water, wastewater, and drainage facilities, if any. Such incremental cost shall be determined by an alternate bid based on different sizes of said water, wastewater, and drainage facilities. County shall notify District in writing as to which enhancements and improvements for the District Project constitute Non-Eligible District Project Costs. Upon receipt of County's notification, District shall provide written confirmation to County as to the scope of enhancements and improvements determined to be Non-Eligible District Project Costs, and shall be responsible for the funding of the same upon receipt of invoice by County.

**6. Design and Specifications for County and District Project.**

- (a) District shall select the design engineer and design the District Project in accordance with the requirements of the District, County, and any other applicable jurisdiction. The plans and specifications shall be subject to review and approval by County, in accordance with County's regulations and standard practices, which review and approval will not be unreasonably withheld, conditioned, or delayed.
- (b) County shall select the design engineer and design the County Project in accordance with County standards. District, upon reasonable notice to County, shall have the right and opportunity to inspect and review all plans and documents pertaining to the design and construction of the storm sewer line, including any maps, plats, records, photographs, reports, and drawing affecting the construction of the Project. District shall provide any comments or feedback regarding the design of the storm sewer line to the County no later than thirty (30) days after its review.

**7. Competitive Bid and Award for District Project.**

- (a) Upon completion of final plans and specifications, District will advertise for competitive bids for construction of the District Project (together or in separate contracts) in accordance with requirements applicable to District. Upon receipt of bids for the Project, District will notify the County of the amount of the recommended bid ("Notice of Bid"). If the County desires to object to the award of the contract, it must provide written notice to District within fifteen (15) days of County's receipt of the Notice of Bid. Otherwise, the County will be deemed to have approved the award of the contract to the lowest responsible bidder, in District's judgment, who would be most advantageous to the Parties and would result in the best and most economical completion of the District Project. District will enter into a contract with the qualified bidder ("District Construction Contract"), which may be subject to change orders that increase, decrease, or otherwise alter the Eligible District Project Costs under such contract. Such

change orders shall be subject to County's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. If District constructs the District Project in multiple contracts, the provisions of this Agreement shall apply to each District Construction Contract.

- (b) Upon completion of final plans and specifications, County will advertise for competitive bids for construction of the County Project (together or in separate contracts) in accordance with requirements applicable to County and shall award such construction contract to the lowest bidder, in County's judgment, who would be most advantageous to County and would result in the most economical completion of the County Project. County shall enter into a contract with the qualified bidder ("County Construction Contract").

8. **Insurance Requirements for District Project.** District will require its contractors' insurance policies to name County, in addition to District, as additional insured on all policies except for Worker's Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:

- (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- (b) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (c) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (d) District may require insurance in excess of the amount of coverage set out above, as it deems necessary. In such cases, County shall remain an additional insured.
- (e) District shall provide County with proof of insurance required under this section within thirty (30) days of District's award of the Construction Contract(s) for the Project.

9. **Construction of the District Project.** After awarding the District Construction Contract, District shall administer the District Construction Contract for the benefit of the Parties. District shall provide on-site inspection of the construction of the District Project in accordance with the terms of the District Construction Contract(s). District shall

approve or deny all applications for payment and requests for extensions of time and shall pay all valid pay applications issued under the District Construction Contract(s). District shall have the right to terminate the District Construction Contract(s) and to enforce its remedies thereunder, as determined by District to be necessary. In the event of any such termination, District shall have the right to complete and/or cause the completion of the District Project itself and/or through such other contractor(s) as District determines to be appropriate; provided that all work done in connection with such completion shall be in compliance with District standards for road work. The costs of any necessary and approved completion work shall be considered part of the District Project.

10. **Construction of the County Project.** After awarding the County Construction Contract, County shall administer the County Construction Contract for the benefit of the Parties. County shall provide on-site inspection of the construction of the County Project in accordance with the terms of the County Construction Contract(s). County shall approve or deny all applications for payment and requests for extensions of time and shall pay all valid pay applications issued under the County Construction Contract(s). County shall have the right to terminate the County Construction Contract(s) and to enforce its remedies thereunder, as determined by County to be necessary. In the event of any such termination, County shall have the right to complete and/or cause the completion of the County Project itself and/or through such other contractor(s) as County determines to be appropriate; provided that all work done in connection with such completion shall be in compliance with County standards for road work.

11. **Administration of County Funds and Limit of Appropriation.**

- (a) The County's sole financial obligation under this Agreement is to provide the funding for the Eligible District Project Costs as specified in Section 5 above. The funds provided by the County are from a Mobility Road Bond initiative and no other funds will be available, regardless and irrespective of any cost overruns or unanticipated expenditures.
- (b) District has been advised by County, and by execution of this Agreement, District understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available for the Project the total maximum sum of \$328,000.00 for Eligible District Project Costs only. District does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that County shall contribute to the District Project and the total maximum amount that District and the maximum amount that County will reimburse District hereunder, will not under any condition, circumstance, or interpretation hereof exceed \$328,000.00 of the Eligible District Project Costs.

12. **Appropriation of Funds.** Each Party represents and warrants to the other that, as of the Effective Date of this Agreement, the governing body of each Party hereto has identified, appropriated, and set aside sufficient monies to fund the costs of their respective projects pursuant to the terms of this Agreement.
13. **Completion, Ownership and Maintenance of Project Improvements.** Completion of both the County and District Project shall occur upon the Parties' final inspection of each Project and certified as complete by District's and County's Engineers. District, at its sole cost and expense, will be responsible for the perpetual maintenance and repairs relating to the District Project and the storm sewer line constructed as part the County Project. County shall grant District such easements necessary for District's perpetual maintenance and repair of the storm sewer line and District Project. County, at its sole cost and expense, shall will be responsible for the perpetual maintenance and repairs related to the median opening constructed as part of the County Project.
14. **Inspection and Deficiencies.** County shall have the right to enter the District Project site at any time and inspect the work performed by District for the Project, including any work in progress or during the final inspection. Within ten (10) business days of inspection, County shall notify District in writing of any complaints regarding any deficiencies and the quality of workmanship by District for the Project. District shall address and correct such deficiencies within a reasonable time, if District determines that such deficiencies are actionable under the terms of District's Construction Contract(s). County understands and agrees that District is the contracted Party and County shall not provide any direction to District's consultants or contractors, except upon District's written consent. All final decisions regarding the correction of any deficiencies shall be at District's sole discretion.
15. **Inspection of Books and Records.** District shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of District for the purpose of verifying the work performed for the Project. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, District shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
16. **Time for Performance and Termination.**
  - (a) Time for performance of the obligations of District hereunder shall commence as follows:
    - (1) District shall initiate the design of the District Project no later than sixty (60) days after the Effective Date of this Agreement, or within such time as may be extended by written amendment of the Parties.

- (2) District shall initiate the construction of the Project no later than sixty (60) days after bid opening, or within such time as may be extended by written amendment of the Parties.
  - (b) In the event District determines the District Project lacks feasibility or for any other reason elects to forego the construction of the District Project, then District shall provide written notice to County of such determination or decision and the Agreement shall automatically terminate.
  - (c) In the event District fails to initiate the design or construction of the District Project within the timeframes provided above, then District shall provide written notice to County of such failure. County, in its sole discretion, may elect to either proceed with its obligations under this Agreement, notwithstanding such delay, or terminate this Agreement and re-allocate its contributions to other County projects.
  - (d) Upon termination of this Agreement for any reason, District shall refund all amounts provided by County, if any, within thirty (30) days of said termination.
17. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible. For purposes of this Agreement, Force Majeure includes, but is not limited to: 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 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.

18. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be properly addressed and sent via personal delivery, US first class postage prepaid, registered or certified mail, return receipt requested, Federal Express, Express Mail, or other overnight delivery service as follows:

If to County: Fort Bend County Engineering Department  
Attn: County Engineer  
301 Jackson St., 4<sup>th</sup> Floor  
Richmond, Texas 77469

And Fort Bend County, Texas  
Attn: County Judge  
401 Jackson St, 1<sup>st</sup> Floor  
Richmond, Texas 77469

If to District: Fort Bend County Municipal Utility District No. 50  
c/o ABHR  
3200 Southwest Fwy  
Suite 2600  
Houston, Texas 77027

19. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes any and all previous agreements, written or oral, pertaining to the subject matter of this Agreement. This Agreement may only be amended or modified by written agreement executed by both Parties.
20. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party to this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.
21. **Benefit.** This Agreement shall be for the sole and exclusive benefit of County and District and shall not be construed to confer any benefit or right upon any other party.
22. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.

23. **Assignment.** Neither Party may assign its rights, duties, or obligations hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.
24. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
25. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
26. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
27. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.
28. **Human Trafficking.** **BY ACCEPTANCE OF THIS AGREEMENT, DISTRICT ACKNOWLEDGES THAT FORT BEND COUNTY, TEXAS IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.**
29. **Authorization.** This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each Party, as evidenced by the signature of the appropriate authority. Each Party further represents that, by execution of this Agreement, it has been duly authorized by its governing body or other appropriate authority from whom such Party is legally bound to obtain authorization.

**{Execution Page Follows}**

**FORT BEND COUNTY, TEXAS**


\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date


**ATTEST:**

\_\_\_\_\_  
Laura Richard, County Clerk

**APPROVED:**

  
\_\_\_\_\_  
J. Stacy Slawinski, P.E.,  
County Engineer


**FORT BEND COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 50**

  
\_\_\_\_\_  
Name – Signature

Leon Bridges  
\_\_\_\_\_  
Name - Printed Name

President  
\_\_\_\_\_  
Title

**ATTEST:**

  
\_\_\_\_\_  
Name – Signature

Paula Vitello  
\_\_\_\_\_  
Name – Printed

Secretary  
\_\_\_\_\_  
Title

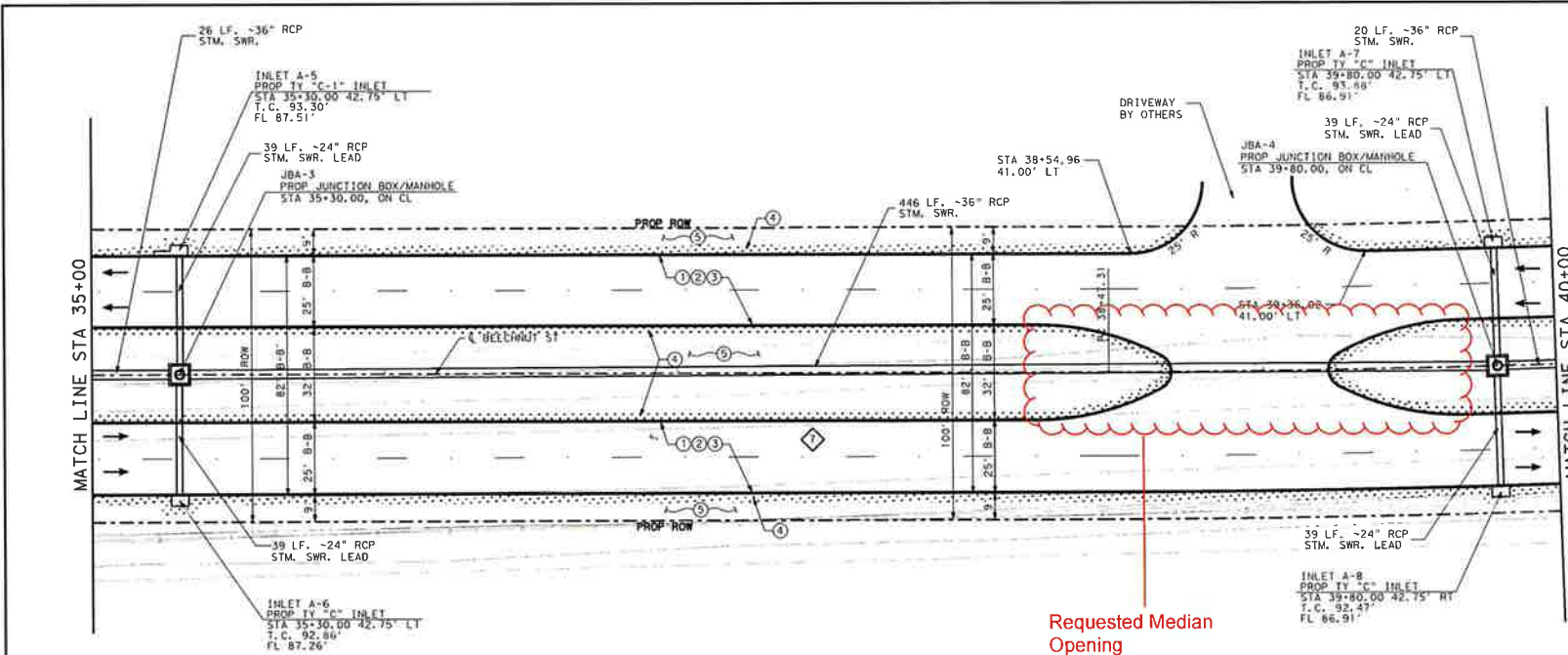
**AUDITOR’S CERTIFICATE**

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

\_\_\_\_\_  
Robert E. Sturdivant,  
County Auditor

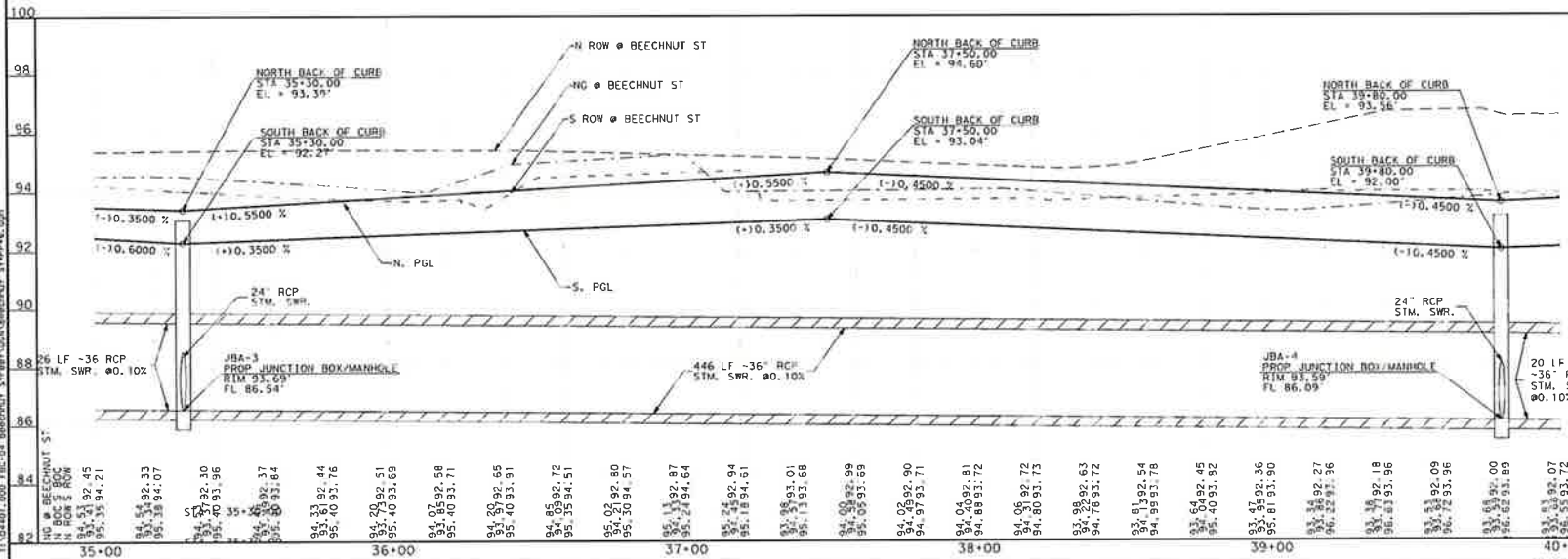
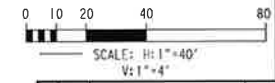
# **EXHIBIT A**

(Follows Behind)



- LEGEND**
- ① CONCRETE PAVT (8")
  - ② 8" LIME TREATED SUBGRADE
  - ③ 6" CURB (TY I)
  - ④ BLOCK SOODING
  - ⑤ HYDRO-MULCH SEEDING
  - ⑥ MEDIANS AND DIRECTIONAL ISLAND
  - ⑦ 8" HIGH EARLY STRENGTH CONCRETE
  - ⑧ 8" CEMENT STABILIZED SAND
  - ⑨ TYPICAL SECTION
  - ← DIRECTION OF TRAFFIC
  - TYPE III BARRICADE

- NOTES:**
1. SEE PROJECT LAYOUT FOR ALL BASELINE AND CURVE DATA.
  2. FOR SOODING AND SEEDING LIMITS SEE TYPICAL SECTIONS.
  3. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
  4. STORM SEWER LENGTHS SHOWN ARE FROM CENTERLINE TO CENTERLINE WHICH DIFFER FROM PAY LENGTHS.
  5. SEE STORM SEWER LATERAL SHEETS FOR ADDITIONAL INFORMATION.

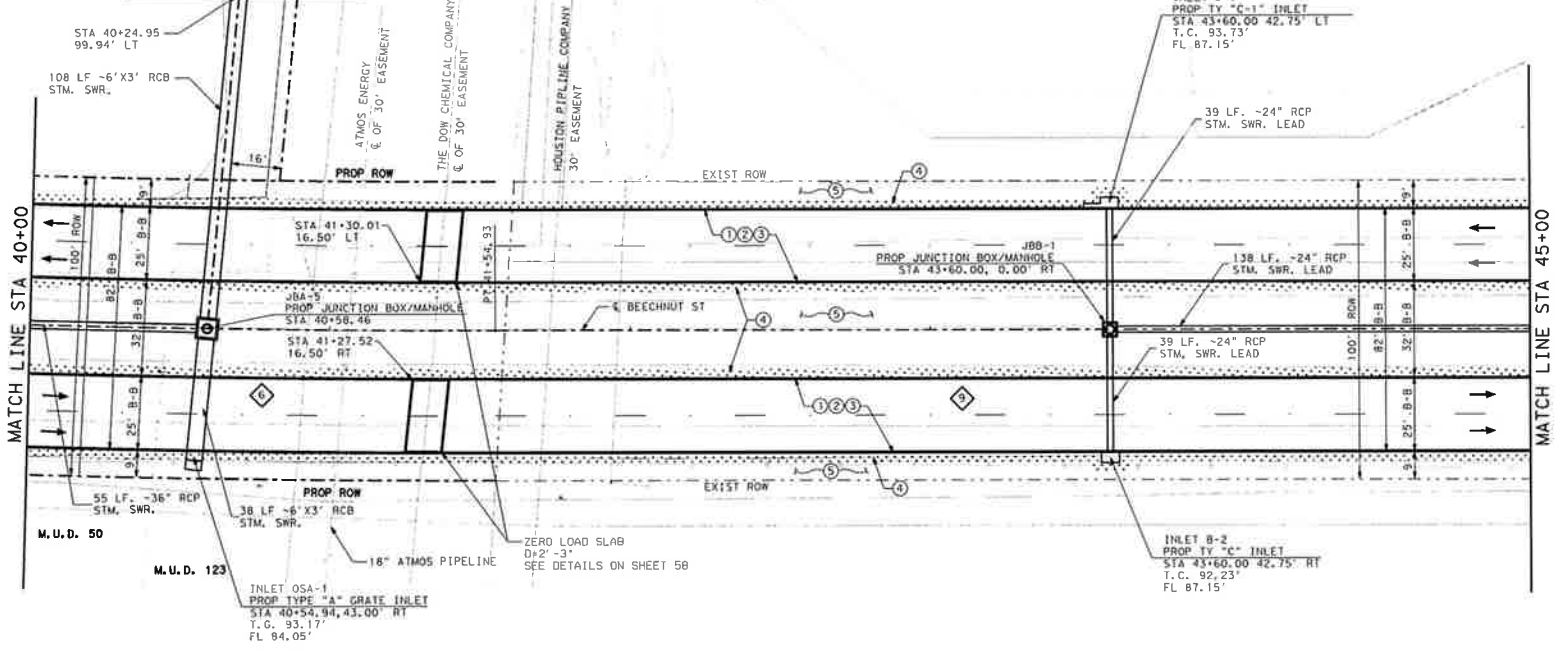


Station	Prop. Elev.	Existing Elev.
35+00	94.51	94.51
35+10	94.21	94.21
35+20	94.07	94.07
35+30	93.92	93.92
35+40	93.76	93.76
35+50	93.63	93.63
35+60	93.51	93.51
35+70	93.41	93.41
35+80	93.32	93.32
35+90	93.24	93.24
36+00	93.17	93.17
36+10	93.11	93.11
36+20	93.06	93.06
36+30	93.02	93.02
36+40	92.99	92.99
36+50	92.97	92.97
36+60	92.96	92.96
36+70	92.95	92.95
36+80	92.94	92.94
36+90	92.93	92.93
37+00	92.92	92.92
37+10	92.91	92.91
37+20	92.90	92.90
37+30	92.89	92.89
37+40	92.88	92.88
37+50	92.87	92.87
37+60	92.86	92.86
37+70	92.85	92.85
37+80	92.84	92.84
37+90	92.83	92.83
38+00	92.82	92.82
38+10	92.81	92.81
38+20	92.80	92.80
38+30	92.79	92.79
38+40	92.78	92.78
38+50	92.77	92.77
38+60	92.76	92.76
38+70	92.75	92.75
38+80	92.74	92.74
38+90	92.73	92.73
39+00	92.72	92.72
39+10	92.71	92.71
39+20	92.70	92.70
39+30	92.69	92.69
39+40	92.68	92.68
39+50	92.67	92.67
39+60	92.66	92.66
39+70	92.65	92.65
39+80	92.64	92.64
39+90	92.63	92.63
40+00	92.62	92.62

Rev.	Date	Revisions	Appr.
		<small>R.G. Miller Engineers, Inc.   1000 Park Ten Place, Suite 200 Fort Worth, Texas 76102 Phone: 817.777.7777 Fax: 817.777.7777</small>	
Approved By:	Date:	Job No.:	4401
<b>BEECHNUT ST</b> <b>PLAN &amp; PROFILE</b> <b>STA 35+00 TO STA 40+00</b>			
<small>FORT BEND COUNTY ENGINEERING DEPARTMENT</small>			
<small>APPROVAL IS IMPLIED FOR IMPROVEMENTS WITHIN FORT BEND COUNTY RIGHTS-OF-WAY ONLY. UTILITY LINES APPROVED AS TO LOCATION ONLY. AUTHORIZATION IS VALID FOR ONE YEAR ONLY.</small>			
<small>APPROVED: ASSISTANT TO THE COUNTY ENGINEER</small>			
<small>DATE:</small>			
<small>SUBMITTED BY: R.G. MILLER</small>		<small>DESIGNED BY: E.C.L.</small>	
<small>SCALE: 1"=40' HORIZ., 1"=4' VERT.</small>		<small>DRAWN BY: E.C.L.</small>	
<small>DATE: 3/12/2025</small>		<small>SHEET NO. OF 13 SHEETS</small>	
<small>DRW. BY: VALERIA INC.</small>		<small>DWG. NO. 47</small>	
<small>PL. &amp; P.O.:</small>		<small>3/12/2025</small>	

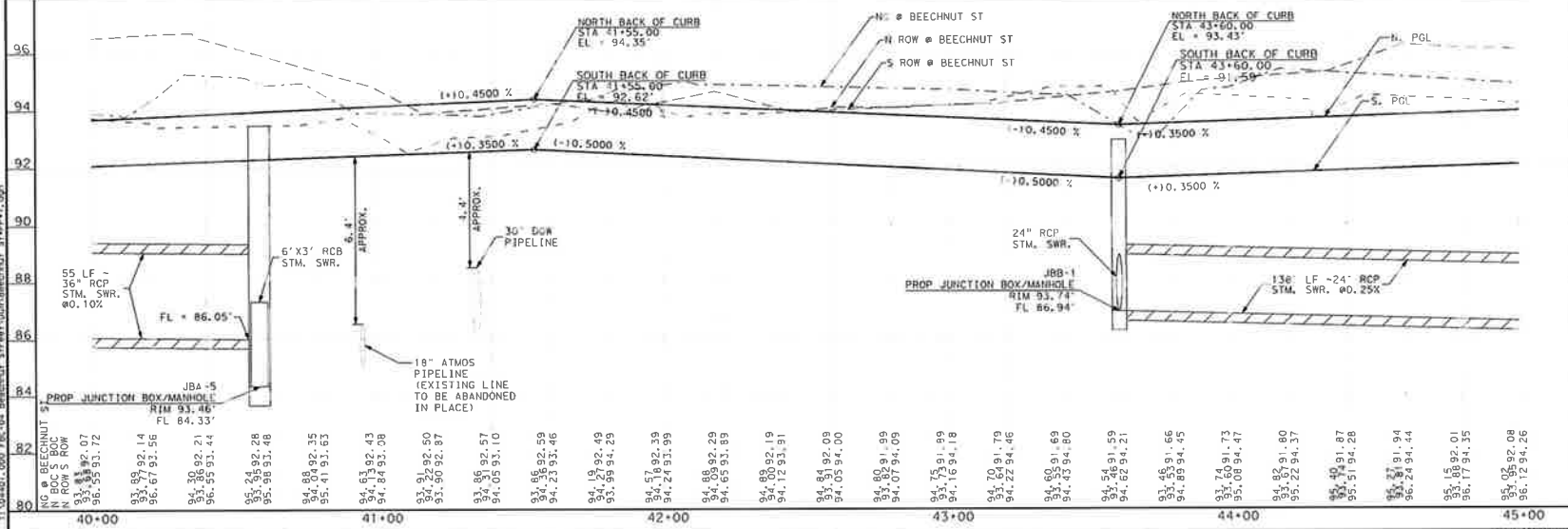
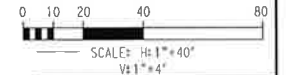
5/24/26 PM 3/12/2025  
 T:\04401\_000\FBC-04 Beechnut Street\04Beechnut St\PP#6.dwg

MATCH LINE 1+00 (SHEET 56)



- LEGEND**
- 1 CONCRETE PAVT (8")
  - 2 8" LIME TREATED SUBGRADE
  - 3 6" CURB (TY 1)
  - 4 BLOCK SODDING
  - 5 HYDRO-MULCH SEEDING
  - 6 MEDIANS AND DIRECTIONAL ISLAND
  - 7 8" HIGH EARLY STRENGTH CONCRETE
  - 8 8" CEMENT STABILIZED SAND
  - 9 TYPICAL SECTION
  - 10 DIRECTION OF TRAFFIC
  - 11 TYPE III BARRICADE

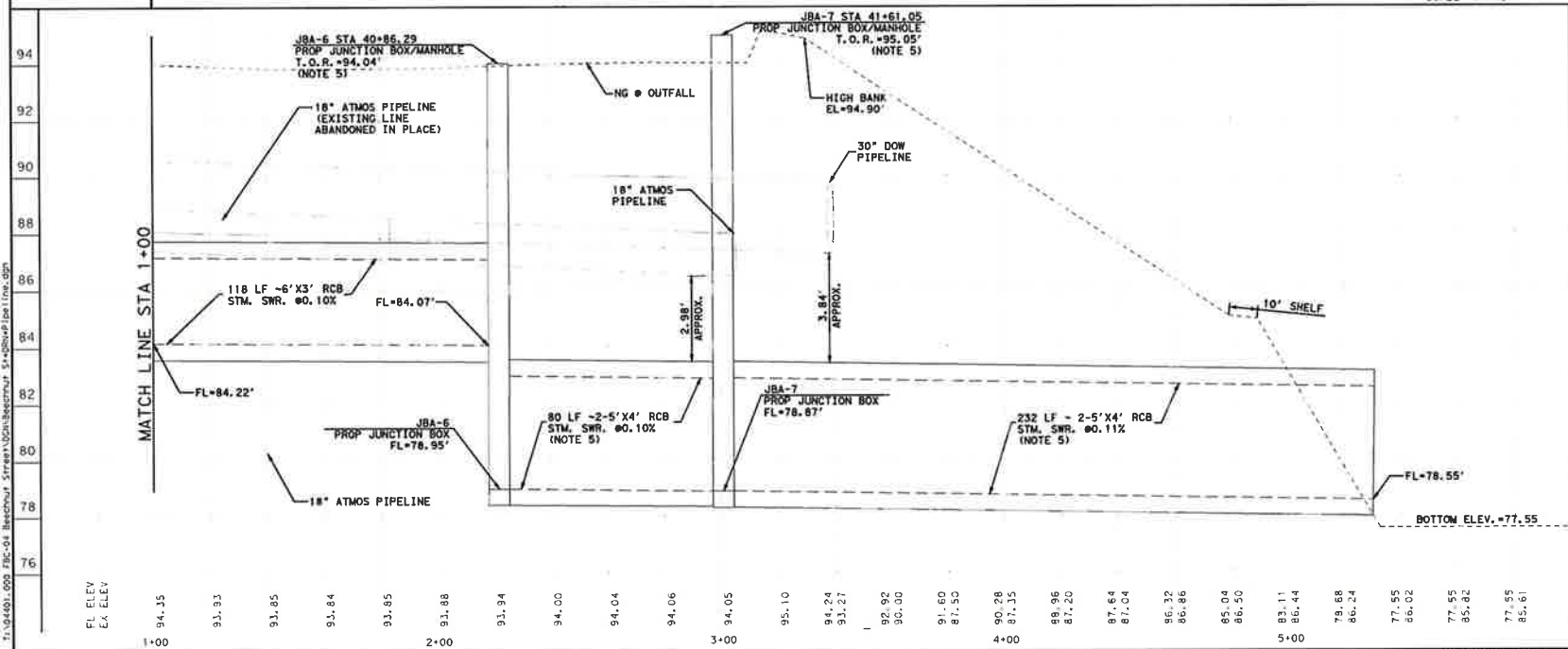
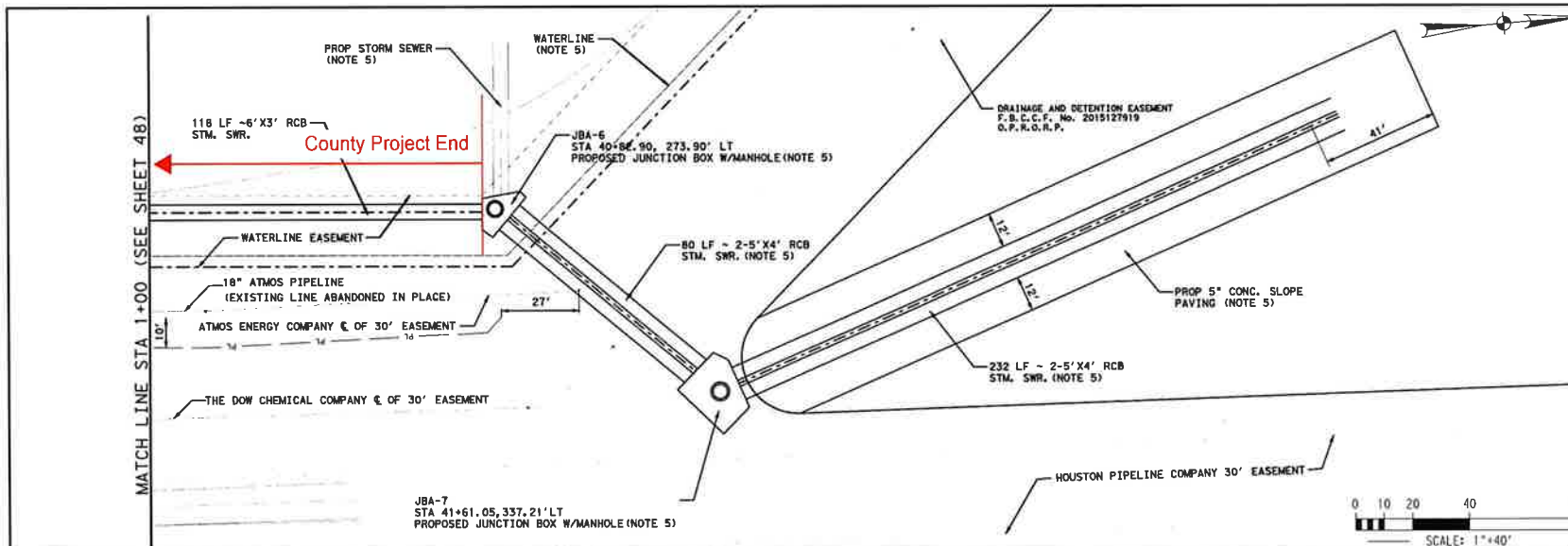
- NOTES:**
- SEE PROJECT LAYOUT FOR ALL BASELINE AND CURVE DATA.
  - FOR SODDING AND SEEDING LIMITS SEE TYPICAL SECTIONS.
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  - STORM SEWER LENGTHS SHOWN ARE FROM CENTERLINE TO CENTERLINE WHICH DIFFER FROM PAY LENGTHS.
  - SEE STORM SEWER LATERAL SHEETS FOR ADDITIONAL INFORMATION.



Rev.	Date	Revisions	Appr.
 <b>DCCM</b>			
Approved By:	P.E. Miller		4401
Date:			
<b>BEECHNUT ST</b> <b>PLAN &amp; PROFILE</b> <b>STA 40+00 TO STA 45+00</b>			
<b>FORT BEND COUNTY ENGINEERING DEPARTMENT</b>			
APPROVAL IS IMPLIED FOR IMPROVEMENTS WITHIN FORT BEND COUNTY RIGHTS-OF-WAY ONLY. UTILITY LINES APPROVED AS TO LOCATION ONLY. AUTHORIZATION IS VALID FOR ONE YEAR ONLY.			
APPROVED:	ASSISTANT TO THE COUNTY ENGINEER		
DATE:			
5/12/2025 <i>Eddy Acosta</i>			
SUBMITTED BY:	P.E. MILLER	REFERENCE BY:	
SCALE:	1"=40'	DRAWN BY:	E.C.
DATE:	5/12/2025	SHEET #	OF 43 SHEETS
DRW. BY:		DWG. NO.	48

5:25:17 PM 3/12/2025  
 T:\04401\_000\FBC-04 Beechnut Street\04Beechnut STA 40+00.dgn

5:25:45 PM 3/12/2025  
 T:\04401.000\18C-04\_Beechnut\_Street\UGN\Beechnut\_51+00\Beechnut\_Pipe\_Line.dgn



**NOTICE:**  
 ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY DATA. THE USER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.  
 THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE APPROPRIATE AGENCIES.  
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- LEGEND**
- ① CONCRETE PVMT (8")
  - ② 8" LIME TREATED SUBGRADE
  - ③ 6" CURB (TY II)
  - ④ BLOCK SODDING
  - ⑤ HYDRO-MULCH SEEDING
  - ⑥ TYPICAL SECTION
  - ← DIRECTION OF TRAFFIC

- NOTES:**
1. SEE PROJECT LAYOUT FOR ALL BASELINE AND CURVE DATA.
  2. FOR SODDING AND SEEDING LIMITS SEE TYPICAL SECTIONS.
  3. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
  4. STORM SEWER LENGTHS SHOW ARE FROM CENTERLINE TO CENTERLINE WHICH DIFFER FROM PAY LENGTHS.
  5. TO BE CONSTRUCTED BY OTHERS IN SEPARATE CONTRACT.
  6. REFERENCE PLAN SET "SUB-REGIONAL DETENTION BASIN PHASE 3" FOR FORT BEND COUNTY M.U.L. No. 50 FOR DETENTION POND GRADING. MATCH EXISTING GRADING AFTER RCB INSTALLATION.

**r.g. miller**  
**DCCM**  
 APPROVED BY: \_\_\_\_\_ JOB NO. 4401  
 DATE: \_\_\_\_\_

**BEECHNUT ST  
 PLAN & PROFILE  
 STORM SEWER OUTFALL**

FORT BEND COUNTY ENGINEERING DEPARTMENT  
 APPROVAL IS IMPLIED FOR IMPROVEMENTS WITHIN FORT BEND COUNTY RIGHTS-OF-WAY ONLY. UTILITY LINES APPROVED AS TO LOCATION ONLY. AUTHORIZATION IS VALID FOR ONE YEAR ONLY.

APPROVED: \_\_\_\_\_ ASSISTANT TO THE COUNTY ENGINEER  
 DATE: \_\_\_\_\_

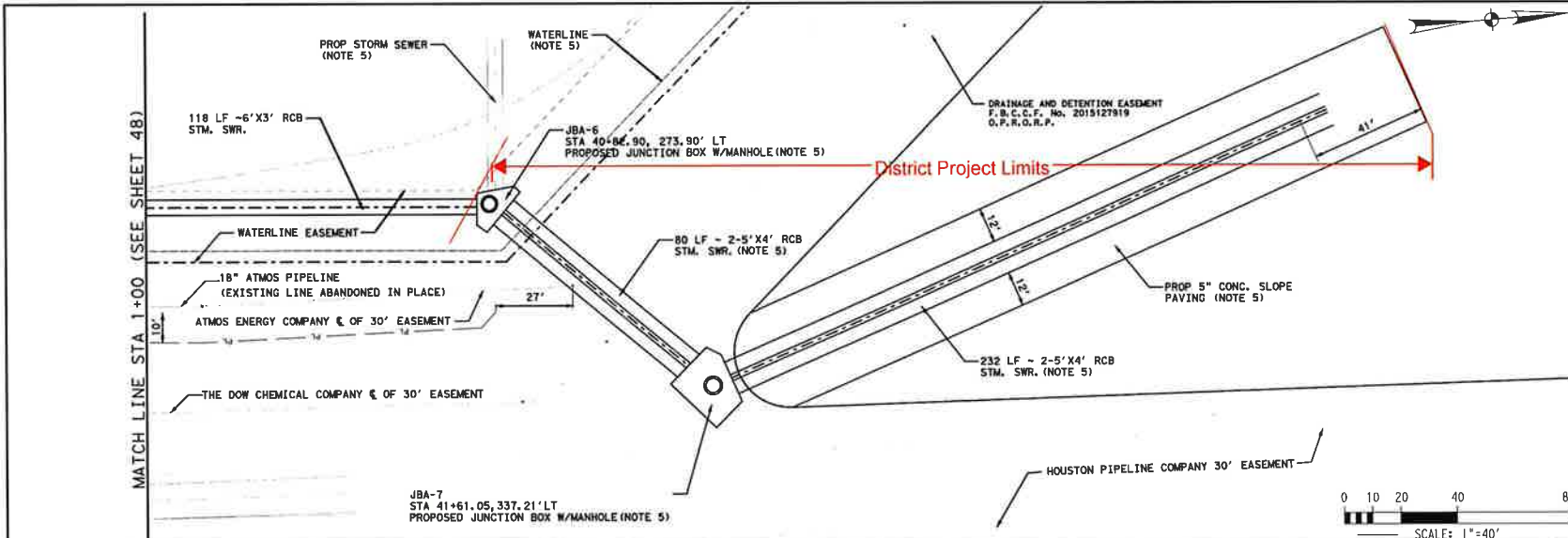
STATE OF TEXAS  
 COUNTY OF FORT BEND  
 ENGINEER  
 R. G. MILLER  
 130701  
 3/12/2025  
 R. G. MILLER  
 R. G. MILLER & ASSOCIATES, INC.

DESIGNED BY: R. G. MILLER  
 CHECKED BY: R. G. MILLER  
 DATE: 3/12/2025  
 SHEET 8 OF 11 SHEETS  
 Dwg. No. 56

# **EXHIBIT B**

(Follows Behind)

5:29:45 PM 3/12/2025  
 T:\04401.000\FEC-04 Beechnut Street\0404Beechnut ST.dwg (pl) (m.dgn)



**NOTICE:**  
 ALL WORK IS TO BE ACCORDING TO THE SPECIFICATIONS AND DETAILS OF THE DISTRICT STANDARD SPECIFICATIONS FOR ROAD AND UTILITY CONSTRUCTION (2015) AND THE DISTRICT STANDARD SPECIFICATIONS FOR UTILITY CONSTRUCTION (2015).

**UTILITY LOCATIONS SHOWN:**  
 SHOWN FOR INFORMATION ONLY. CONTRACTOR TO VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.

**NOTICE:**  
 TO AVOID COLLISIONS TO THE TOLERANCE OF THE DISTRICT STANDARD SPECIFICATIONS FOR ROAD AND UTILITY CONSTRUCTION (2015) AND THE DISTRICT STANDARD SPECIFICATIONS FOR UTILITY CONSTRUCTION (2015).

**For your safety, you are advised to check the location of all utilities before you dig. Do not assume the location of utilities. If you are unsure, call 811. VERIFICATION OF PUBLIC UTILITY LINES.**

**Date:**

**Contractor/Engineer/Designer/Checker/Verifier/Author/Drawn:**

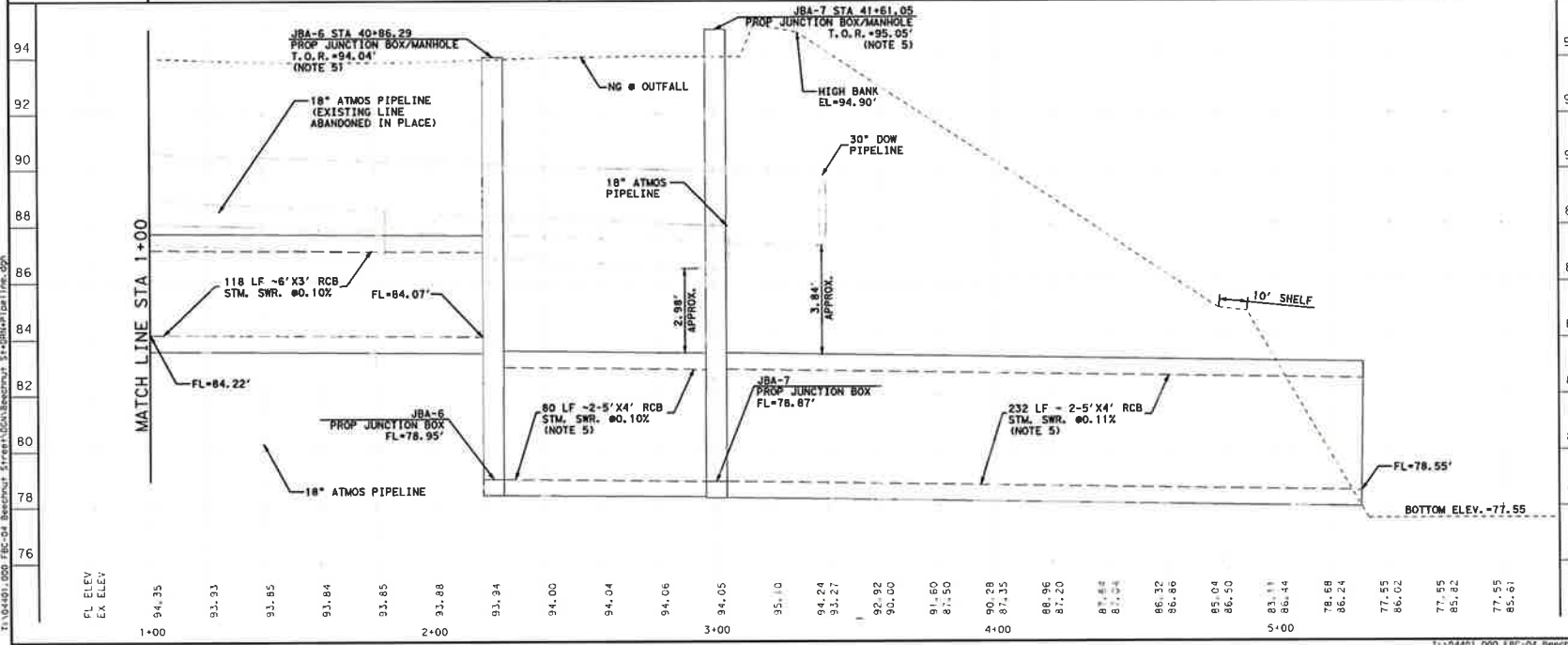
**Date:**

**Contractor/Engineer/Designer/Checker/Verifier/Author/Drawn:**

**LEGEND**

- ① CONCRETE PAVEMENT (8")
- ② 8" LIME TREATED SUBGRADE
- ③ 6" CURB (TY 1)
- ④ BLOCK SODDING
- ⑤ HYDRO-MULCH SEEDING
- ◇ TYPICAL SECTION
- ← DIRECTION OF TRAFFIC

- NOTES:**
- SEE PROJECT LAYOUT FOR ALL BASELINE AND CURVE DATA.
  - FOR SODDING AND SEEDING LIMITS SEE TYPICAL SECTIONS.
  - ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
  - STORM SEWER LENGTHS SHOW ARE FROM CENTERLINE TO CENTERLINE WHICH DIFFER FROM PAY LENGTHS.
  - TO BE CONSTRUCTED BY OTHERS IN SEPARATE CONTRACT
  - REFERENCE PLAN SET "SUB-REGIONAL DETENTION BASIN PHASE 3" FOR FORT BEND COUNTY M.U.D. NO. 50 FOR DETENTION POND GRADING. MATCH EXISTING GRADING AFTER RCB INSTALLATION.



No.	Date	Revisions	Appr.

**r.g. miller** P.O. Box 1000, Houston, TX 77240  
**DCCM** 713.861.8888 | www.rgmiller.com

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Scale: \_\_\_\_\_ Job No. 4401

**BEECHNUT ST  
 PLAN & PROFILE  
 STORM SEWER OUTFALL**

FORT BEND COUNTY ENGINEERING DEPARTMENT

APPROVAL IS IMPLIED FOR IMPROVEMENTS WITHIN FORT BEND COUNTY RIGHTS-OF-WAY ONLY. UTILITY LINES APPROVED AS TO LOCATION ONLY. AUTHORIZATION IS VALID FOR ONE YEAR ONLY.

APPROVED: \_\_\_\_\_ ASSISTANT TO THE COUNTY ENGINEER  
 DATE: \_\_\_\_\_

STATE OF TEXAS  
 COUNTY OF FORT BEND  
 ENGINEER  
 3/12/2025  
*Patty Lopez Love*  
 LICENSE NO. 10000

DESIGNED BY: R.G. MILLER  
 DRAWN BY: C.A. BROWN

DATE: 3/12/2025  
 SHEET NO. 56 OF 1 SHEETS  
 DWG. NO. 56

# **EXHIBIT C**

(Follows Behind)

## CONSTRUCTION COST ESTIMATE

**Project:** Beechnut Storm Sewer Outfall  
**Limit From:** Beechnut Street  
**Limit To:** FBC MUD 50 Sub-regional Detention Basin

**Prepared By:** R.G. Miller Engineers, Inc  
**Date:** 03/18/25

Summary of Estimate	
<b>Stage:</b>	<b>100% Submittal</b>
<b>Total Amount for Roadway:</b>	<b>\$575,432.50</b>
<b>Grant Total Amount:</b>	<b>\$575,432.50</b>
<b>Contingencies:</b>	<b>0% \$0.00</b>
<b>Grand Total Project:</b>	<b>\$575,432.50</b>

ITEM NO.	FBC IDENTIFIER	SPEC NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>SECTION 1 - SITE PREPARATION AND EARTHWORK</b>							
1	H00102002	102	Clearing & Grubbing	STA	4	\$5,000.00	\$20,000.00
<b>SUBTOTAL SECTION 1 - SITE PREPARATION AND EARTHWORK (Bid Items 1 - 1):</b>							<b>\$20,000.00</b>
<b>SECTION 3 - DRAINAGE</b>							
2	H00429001	429	Trench Safety System (10' to 15')	LF	315	\$7.50	\$2,362.50
3		471	Custom Precast Concrete Junction Box with Manhole Riser	EA	2	\$25,000.00	\$50,000.00
4	H00480009	480	Concrete Box Culvert (5' X 4')	LF	624	\$720.00	\$449,280.00
5	H00491003	491	Reinforced Concrete Slope Paving (5")	SY	489	\$110.00	\$53,790.00
<b>SUBTOTAL SECTION 3 - DRAINAGE (Bid Items 2 - 5):</b>							<b>\$555,432.50</b>