

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("**Agreement**") is made and entered into _____, 2024, by and between **MCI Communication Services LLC**, a Delaware limited liability company ("**Utility**"), having an address at **600 Hidden Ridge, Irving Texas 75038**, and **Williamson County, Texas** ("**Reimbursor**"), having an address **405 Martin Luther King Jr. Street, Georgetown, Texas 78626**

The signatories to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

1. Reimbursor has requested that Utility relocate its facilities within the Reimbursor's right-of-way (the "**Project**") in connection with work to be performed by Reimbursor.
2. Reimbursor will pay Utility for work it performs in support of the Project as set forth in **Exhibits A and B** attached hereto (the "**Payment**").

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Reimbursor agrees that:
 - (a) **Exhibit A**, attached hereto and made a part hereof, represents the scope of work for the Project;
 - (b) consistent with Section 4 below, Reimbursor shall bear all actual costs ("**Costs**") incurred by Utility, as set forth in **Exhibit B** hereto, and relating to any construction by Utility in connection with the Project, including, but not limited to, labor, materials, construction, damages, administrative overhead, taxes, travel expenses, railroad right-of-way access and flagging fees, permit fees, legal fees and other reasonable out of pocket expenses;
 - (c) it waives any and all delay damage claims, except if caused solely by the gross negligence or willful misconduct of Utility;
 - (d) Utility's work associated with the Project shall not be deemed a betterment nor shall there be any salvage value in any of Utility's facilities removed or decommissioned;
 - (e) Utility shall not be required to place its facilities in the ground or on structures that do not meet Utility's engineering standards or where Reimbursor cannot provide sufficient documentation that it has secured necessary property rights, easements or other right-of-way rights for Utility to place its facilities in the designated location;
 - (f) Utility may, in its sole discretion, abandon in place portions of its facilities for removal and disposal by Reimbursor;
 - (g) if needed by Utility, Reimbursor shall provide access to, and flagging at no charge for, public or railroad right-of-way; and
 - (h) Utility may recover from Reimbursor reasonable attorneys' fees and costs from any and all actions Utility brings to collect amounts owed by Reimbursor under this Agreement.
2. Reimbursor may, at its own expense, inspect construction Utility performs in connection with the Project
3. The total cost of the Project is estimated not to exceed the amount set forth in **Exhibit B** hereto. Reimbursor shall remit to Utility advance payment specified in **Exhibit B** (the "**Advance Payment**") upon execution of this Agreement. No work will be done on the Project until Utility receives the Advance Payment from Reimbursor. Utility will charge Reimbursor only for its Costs incurred for the Project. Reimbursor acknowledges and agrees that this amount is an estimate and shall not be construed as limiting the amount Utility is to be reimbursed by Reimbursor under this Agreement. Utility shall provide notice to Reimbursor when Utility becomes aware that Costs will exceed the estimate by more than ten percent (10%). Utility's failure to provide such notice shall not release Reimbursor from its obligations under this Agreement in any respect unless Reimbursor can demonstrate that it would have modified or abandoned the Project in light of the increase in Costs.

4. Reimbursor may direct Utility in writing to stop work on the Project, and in such event, Utility shall be entitled to properly protect its facilities before stopping work, and Reimbursor shall be responsible to Utility for Costs incurred by Utility prior to receipt of such stop work notice, Costs incurred by Utility in protecting its facilities after receipt of such stop work notice, and Project wind-down costs incurred by Utility.
5. Following completion of the Project, Utility shall make an accounting of final, unpaid, actual Costs of the Project and provide Reimbursor with a copy of the accounting and an itemized invoice therefor. If the final Cost is less than the Advance Payment, then Utility will promptly refund Reimbursor for the difference. If the final Cost is more than the Advance Payment, Reimbursor agrees to pay Utility for such additional Costs within thirty (30) days after receipt of the itemized invoice from Utility.
6. Reimbursor shall perform no work within ten (10) feet on either side of the Reimbursor's facilities in the Project Area until the Project has been completed or as otherwise mutually agreed by Reimbursor and Utility. If any such work is performed, Utility has a right to have an inspector on site during such work, and Utility's inspector may order Reimbursor, its employees, agents, representatives and contractors (for purposes of this Section 6, collectively, "Reimbursor") to immediately stop work if such work is placing Utility's facilities in imminent harm, and Reimbursor shall immediately comply with such order. Subject to the limitation set forth in this Section 6, Reimbursor shall give written notice to Utility at least forty-eight (48) hours, excluding Saturdays, Sundays and legal holidays, in advance of commencement of any work in the immediate Project area. The notice shall be given to those individuals listed in the contacts section of **Exhibit A**. In the event of an emergency, Reimbursor shall provide telephonic notice to MCI at 1-800-MCI-WORK upon Reimbursor's discovery of the emergency.
7. The obligations of Utility are subject to force majeure and Utility shall not be in default of this Agreement if any failure or delay in performance is caused by strike or other labor problems; accidents; acts of God; fire; flood; adverse weather conditions; material or facility shortages or unavailability; lack of transportation; the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, including, without limitation, the necessity of obtaining permits or environmental assessments or environmental approvals; condemnation or the exercise of rights of eminent domain; war, civil disorder or acts of terrorism; or any other cause beyond the reasonable control of Utility.
8. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
9. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.
10. The direct damages that a Party may be liable for to the other Party under this Agreement shall not exceed the total amount paid to Utility under the Agreement.
11. This Agreement together with its Exhibits constitutes the entire agreement between the Parties and supersedes all contemporaneous or prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be modified, supplemented or amended unless any such modification, supplement or amendment is incorporated into the Agreement via valid amendment signed by the authorized representatives of each Party. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and exchange of signatures via facsimile or Adobe Acrobat portable document file (.PDF file extension) shall have the same force and effect as execution and exchange of originals. Each Party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and

the person executing this Agreement on behalf of each Party has the express authority to do so and, in so doing, to bind such Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

(signatures on next page)

for Reimbursor

Williamson County

By: _____
Name: _____
Title: _____
Date: _____

Federal Tax ID#: 74-6000978

for Utility

MCI Communications Services LLC

By: *Dina Dye*
Dina Dye (Aug 21, 2024 15:31 CDT)
Name: Dina Dye
Title: Assoc Dir Network Reg/RE
Date: 08/21/2024

Billing Contact: County Judge
Name: Bill Gravell, Jr.
Address: 710 S. Main Street
Georgetown, Texas 78626

Care of; Christen Eschberger, PE, VP Program Manager, HNTB Corporation
Name: Marie Walters, Planner, HNTB Corporation
Telephone: 101 E. Old Settlers Blvd., Suite 225
Email: Round Rock, Texas 78664
(512) 447-5590

Karen Knightstep, Williamson County Auditor's Office
710 S. Main Street, Ste. 301
Georgetown, Texas 78626
(512) 943-1563

Robert B. Daigh, P.E., Williamson County Road & Bridge
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
(512) 943-3330

EXHIBIT A

BACKGROUND AND SCOPE OF WORK:

As part of the reconstruction of FM 3349, Williamson County will be installing a shoo-fly and rebuilding a box culvert in the UPRR right-of-way west of FM3349. These actions will directly impact Verizon's MCI long distance network.

To resolve the conflict, the MCI conduit and cable will be moved to the north side of the tracks through the conflict area and then back to the south side of the tracks at an accessible location. 1,650 feet of new 2-inch HDPE conduit will be installed, including a new bore under the tracks. 3,000 feet of 2x18/14mm innerducts will be installed in new and existing conduits to accommodate the new cable and locate wire. 3,400 feet of 48F cable and 3,200 feet of locate wire will be installed. 3,200 feet of existing cable will be removed. 2 new handholes will be installed and 2 existing handholes removed. One splice point will be created and one splice point removed.

CONTACTS.

Utility:

Agreements:

Joe Weachock
Right of Way Specialist
214-693-7575
Joe.weachock@verizon.com

Sofia Musyoki
Princ Engr-Ntwk Reg/RE
972-457-6100
Sofia.musyoki@verizon.com

Engineer:

Brian Chernoff
Sr. Engineer Spec-Outside Plant
512-692-0733
brian.chernoff@verizon.com

Timothy Lee Williams
Sr. Manager - Outside Plant
512-567-4933
timothy.williams1@verizon.com

Reimbursor POC: Sheets & Crossfield, PLLC
309 East Main Street
Round Rock, Texas 78664

Adam Hill, 512-255-8877
adam@scrrlaw.com

**OUTSIDE PLANT CONSTRUCTION****COST ESTIMATE (ACTIVE APPROVED)**

08/07/2024

Project/AFE #:	R40218-001	Revision:	2	Date Prepared:	12/05/2022
Title	TAYLOR TX RCUP FM3349 AT UPRR RELOCATION			Engineer:	BRIAN CHERNOFF
Site Code:	RRFBTX	Manager:	TIMOTHY WILLIAMS		
Investigation#:	16500-2022	City:	ROUND ROCK		
Disposition:	REFUNDABLE CUP	State:	TX		
		Footage Impact:	4,760		

DESCRIPTION OF WORK

PROJECT SCOPE: As part of the reconstruction of FM3349, Williamson County will be installing a shoo-fly and rebuilding a box culvert in the UPRR right-of-way west of FM3349. These actions will directly impact Verizon's MCI long distance network. To resolve the conflict, the MCI conduit and cable will be moved to the north side of the tracks through the conflict area and then back to the south side of the tracks at an accessible location. 1,650 feet of new 2-inch HDPE conduit will be installed - including a new bore under the tracks. 3,000 feet of 2x18/14mm innerducts will be installed in new and existing conduits to accommodate the new cable and locate wire. 3,400 feet of 48F cable and 3,200 feet of locate wire will be installed. 3,200 feet of existing cable will be removed. 2 new handholes will be installed and 2 existing handholes removed. One splice point will be created and one splice point removed.

SCHEDULE

Eng. Start:	12/05/2022	Const. Start:	08/20/2024
Eng. Complete:	04/27/2023	Const. Complete:	11/05/2024

SUMMARY OF ESTIMATED COSTS

A):	ENGINEERING:	\$21,501.50
B):	INSPECTION SERVICES:	\$13,030.00
C):	FURNISHED MATERIALS:	\$7,142.00
D):	CONTRACTOR UNIT PRICE SCHEDULE:	\$62,050.00
E):	SPLICING LABOR:	\$7,040.00
F):	TOTAL:	\$110,763.50