

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**INTERLOCAL AGREEMENT  
WIDENING OF TRAMMEL FRESNO ROAD AT CHIMNEY ROCK ROAD  
(RELOCATION OF UTILITIES)**

This Interlocal Agreement (the "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS ("County"), a body corporate and politic, acting by and through its Commissioners Court, and the FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 23 ("District"), acting by and through its Board of Directors. The County and District may be referred to collectively herein as the "Parties."

**RECITALS:**

WHEREAS, County is a local government as defined by the Act, and as such is lawfully permitted to enter into and Interlocal Agreement; and

WHEREAS, District is a local government as defined by the Act, and as such is lawfully permitted to enter into and Interlocal Agreement; and

WHEREAS, County and District believe it is in their best interests to enter into this Agreement to facilitate the provision of certain governmental functions to the citizens of Fort Bend County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**SECTION 1  
PURPOSE**

The purpose of this Agreement is to outline funding obligations related to the relocation of the District's existing twelve inch (12") water and twelve inch (12") force main utilities in the County's right of way at the intersection of Trammel Fresno Road and Chimney Rock Road due to the widening of Trammel Fresno Road ("Project").

**SECTION 2  
PROJECT FUNDING**

2.1 County shall be responsible for causing the construction of the Project as a part of its improvements to Trammel Fresno Road in Fort Bend County, Texas.

2.2 District agrees to pay to the County, within thirty (30) days of final execution of this Agreement, all construction costs, as estimated on Exhibit A attached hereto and incorporated herein for all purposes.

2.3 Upon completion of the Project and District's receipt of notification from County of such completion, County and District shall be responsible for reviewing and comparing the estimated cost to the actual cost of constructing the Project.

2.3.1 If District's payment submitted in accordance with Section 2.2 is less than the actual cost of constructing the Project resulting in a shortage to the County, District shall submit the shortage amount to County within thirty (30) days of District's receipt of a notice of such shortage from the County.

2.3.2 If District's payment submitted in accordance with Section 2.2 is more than the actual cost of the constructing the Project resulting in an overpayment to the County, County shall reimburse the District the amount of the overpayment within thirty (30) days of County's receipt of a notice of such overpayment from the District.

### **SECTION 3** **TERM**

This Agreement shall continue in force and effect from the date of execution of the last party hereto until either of the actions contemplated in Section 2.3 above is consummated. Prior to County commencing construction on the Project as provided in Section 2.1 above, either party may terminate this Agreement at any time upon thirty (30) days written notice. However, upon County commencing such work, neither party can terminate this Agreement.

### **SECTION 4** **INSURANCE AND LIABILITY**

4.1 County and District are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, of the Texas Civil Practice and Remedies Code which sets limits of liability for certain causes of action. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act.

4.2 Each party is solely responsible for the actions and omissions of its employees and officers. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

**SECTION 5**  
**NOTICES**

5.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

5.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

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  
Richmond, Texas 77469

District: Fort Bend County Municipal District No. 23  
Attn: William T. Ehler, PE, District Engineer  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027

5.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 5.1 and 5.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

5.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

5.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**SECTION 6**  
**MISCELLANEOUS**

6.1 Each party shall make payments only from current revenues available to the party.

6.2 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.3 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

6.4 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

6.5 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.6 This Agreement cannot be assigned by either party.

6.7 This Agreement does not confer any enforceable rights or remedies upon any person other than the parties. No provision of this Agreement constitutes consent to suit.

6.8 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

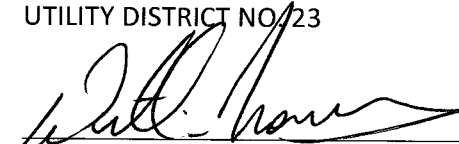
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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2015.

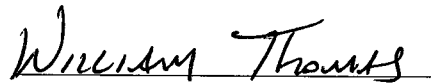
FORT BEND COUNTY

FORT BEND COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 23

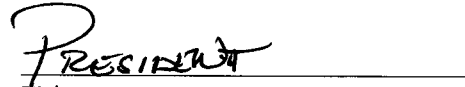
\_\_\_\_\_  
Robert E. Hebert, County Judge

  
\_\_\_\_\_  
Authorized Agent - Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Agent - Printed Name

ATTEST:

  
\_\_\_\_\_  
Title

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

1/28/2016  
\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Richard W. Stolleis, County Engineer

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

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# EXHIBIT A

Trammel Fresno Road Utility Lowering for FBMUD23  
 Summary of Actual Bid Pricing for Work Associated with FBMUD23 Facilities (Plan Sheet 425B Only)  
 LJA JOB NO. 0254-2310E

(1) WILLIAMS BROTHERS CONSTRUCTION CO., INC.

ITEM DESCRIPTION	UNIT	QTY	ITEM CODE	UNIT COST	TOTAL COST
<b>WATER ITEMS</b>					
1. 12" PVC RESTRAINED JOINT WATERMAIN PIPE, AWWA C-900, DR 18, ALL DEPTHS, INCLUDES ALL RESTRAINED JOINT FITTINGS (TEES, BENDS, ETC.), COMPLETE IN PLACE	LF	150	5969-2171	\$100.85	\$15,127.50
2. MINIMUM 20-INCH STEEL CASING PIPE (FOR 12-INCH WATERMAIN) WITH SPACERS AND END CAPS, INCLUDES SEALING CASE PIPE ON BOTH ENDS. CONTRACTOR SHALL PROVIDE APPROPRIATE SIZE OF PLASTIC SUPPORT OR OTHER SUITABLE MATERIAL FOR EXCESSIVE WET ENVIRONMENT TO PREVENT MOVEMENT OR EXCESSIVE DEFLECTION OF CARRIER PIPE WITHIN CASE PIPE, COMPLETE IN PLACE	LF	120	5969-2033	\$155.70	\$18,684.00
3. 12" GATE VALVE AND BOX	EA	2	5969-2095	\$2,365.00	\$4,730.00
4. WET CONNECTION TO EXISTING WATERMAIN, INCLUDES ALL SIZES AND DEPTHS, FITTINGS, CONNECTORS AND APPURTENANCES, COMPLETE IN PLACE	EA	2	5969-2075	\$5,316.00	\$10,632.00
5. ABANDON EXISTING 12" WATERMAIN IN PLACE, CAP BOTH ENDS, INCLUDES TRENCH SAFETY, COMPLETE IN PLACE	EA	2	5969-2043	\$1,846.00	\$3,692.00
<b>SUBTOTAL WATER ITEMS</b>					<b>\$52,865.50</b>
<b>SANITARY SEWER ITEMS</b>					
1. 12" PVC RESTRAINED JOINT FORCEMAIN PIPE, AWWA C-900, DR 18, ALL DEPTHS, INCLUDES ALL RESTRAINED JOINT FITTINGS (TEES, BENDS, ETC.), COMPLETE IN PLACE	LF	150	5969-2171	\$100.85	\$15,127.50
2. MINIMUM 20-INCH STEEL CASING PIPE (FOR 12-INCH FORCEMAIN) WITH SPACERS AND END CAPS, INCLUDES SEALING CASE PIPE ON BOTH ENDS. CONTRACTOR SHALL PROVIDE APPROPRIATE SIZE OF PLASTIC SUPPORT OR OTHER SUITABLE MATERIAL FOR EXCESSIVE WET ENVIRONMENT TO PREVENT MOVEMENT OR EXCESSIVE DEFLECTION OF CARRIER PIPE WITHIN CASE PIPE, COMPLETE IN PLACE	LF	120	5969-2033	\$155.70	\$18,684.00
3. WET CONNECTION TO EXISTING FORCEMAIN, INCLUDES ALL SIZES AND DEPTHS, FITTINGS, CONNECTORS AND APPURTENANCES, COMPLETE IN PLACE	EA	2	5969-2075	\$5,316.00	\$10,632.00
4. ABANDON EXISTING 12" FORCEMAIN IN PLACE, CAP BOTH ENDS, INCLUDES TRENCH SAFETY, COMPLETE IN PLACE	EA	2	5969-2043	\$1,846.00	\$3,692.00
<b>SUBTOTAL SANITARY SEWER ITEMS</b>					<b>\$48,135.50</b>
<b>SUMMARY</b>					
SUBTOTAL WATER ITEMS					\$52,865.50
SUBTOTAL SANITARY SEWER ITEMS					\$48,135.50
<b>TOTAL AMOUNT</b>					<b>\$101,001.00</b>

WATER MAIN SUMMARY

ITEM NO.	5969-2006	5969-2033	5969-2043	5969-2062	5969-2171	5969-2075	5969-2085	5969-2086	5969-2087	5969-2095
PLAN SHEET NUMBER	WATER MAIN PIPE (PVC) (12IN)	CASING STEEL (20IN)	CUT AND PLUG WATER MAIN (12IN)	JCK TUN BOR OR AUG WATER MAIN (12IN)	WTR MAIN PIPE (PVC) (RESTRAINED JT) 12 IN	WET CONNECTIONS (12IN)	FIRE HYDRANT	FIRE HYDRANT LEAD (6IN)(PVC)	REMOVING AND SALVAGING FIRE HYDRANT	GATE VALVE (12IN)
	LF	LF	EA	LF	LF	EA	EA	LF	EA	EA
425B		240	4 **		300	4 **				2
TOTAL	0	240	4	0	300	4	0	0	0	2

\*\* 2 WATER MAIN + 2 FORCE MAIN

