

**INTERLOCAL AGREEMENT FOR
TRAFFIC SIGNAL IMPROVEMENTS**

This Interlocal Agreement (the "Agreement"), effective as of the ____ day of _____, 2016, is entered into between Fort Bend County Levee Improvement District No. 19 (the "District"), a political subdivision of the State of Texas, and Fort Bend County, Texas (the "County") (each a "Party" and collectively the "Parties"). This Agreement is entered into by the Parties pursuant to Chapter 791 of the Government Code, Chapter 7804 of the Special District Local Laws Code, Chapters 49 and 57 of the Water Code, and other general laws of the State of Texas.

RECITALS

WHEREAS, the District has been authorized by its enabling legislation to finance, construct, or acquire road projects to serve land within its boundaries; and

WHEREAS, University Boulevard and Oilfield Road are major thoroughfares owned and operated by the County and serve land within the District; and

WHEREAS, the District has undertaken to construct traffic signal improvements to serve the intersection of University Boulevard and Oilfield Road (the "Project"); and

WHEREAS, the County has requested that the Project be designed to accommodate future expansion of the roadway and intersection; and

WHEREAS, the Parties have current revenues available to pay for the costs of the Project, as proposed in this Agreement; and

WHEREAS, the Parties have determined that it is in the best interest of the Parties and their constituents to pursue and enter into a shared contract for the costs of the Project, as proposed in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits set forth herein, the Parties contract and agree as follows:

Section 1. Scope of the Project. The Parties agree that the scope of the Project includes the work described in the bid tabulation attached hereto as **Exhibit A**.

Section 2. Allocation of Project Costs. The County agrees to pay for \$15,000 for its share of the Project, and the District agrees to pay for the remainder of the Project Costs.

Section 3. Design and Construction of the Project. The District shall oversee the design and construction of the Project. The District's engineer shall design the Project in accordance with all applicable County requirements. The plans and specifications shall be subject to review and approval by the County, or its authorized agent, which review and approval shall not be unreasonably withheld or delayed.

Upon approval of plans and specifications by the County, the District shall advertise for competitive bids for the construction of the Project in accordance with the requirements of § 49.273, Texas Water Code. Upon award of the contract by the District and a written request for payment, the County will remit its \$15,000 share of Project Costs to the District.

Section 4. Construction. After award of the Contract for the construction of the Project (the "Construction Contract"), the District shall administer the Construction Contract for the benefit of the Parties. The District, through its engineer or authorized representative, shall provide on-site inspection of the construction of the Project in accordance with the terms of the Construction Contract. The District shall approve or deny all pay applications and requests for extensions of time and shall timely pay all valid pay applications issued under the Construction Contract.

The County, through its authorized representative, the County Engineer, may observe and inspect all construction for conformity with applicable City or County standards and shall immediately request changes or corrections to work performed under the Construction Contract if it finds such changes or corrections to be necessary. Any change orders for work requested by the County shall be subject to review and approval by the District, which shall not be unreasonably withheld if the work being performed is clearly shown to be out of compliance with applicable City or County standards.

The County agrees the District does not warrant the quality of any engineering or construction work done by any third party in connection with, or materials provided for, the Project, nor for compliance of same with applicable City or County standards and other governmental codes and regulations applicable thereto, nor shall the District be deemed to be responsible for any such compliance.

The District shall have the right to terminate the Construction Contract and enforce its remedies thereunder, as determined by the District to be necessary. In the event of any such termination, the District shall have the right to complete or cause the completion of the Project; provided, however, that all work done in connection with such completion shall be in compliance with applicable City and County standards for road work.

Section 5. Notices. Any notices, requests, demands, or other communications under this Agreement shall be given by electronic mail and either (i) first class mail or (ii) hand delivery addressed as follows:

If to the District: Fort Bend County Levee Improvement District No. 19
c/o Muller Law Group, PLLC
16555 Southwest Freeway, Suite 200
Sugar Land, Texas 77479
Attn: Nancy Kwon Carter
nancy@mullerlawgroup.com
Tel: (281) 500-4686
Fax: (281) 277-8207

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

With a copy to: Fort Bend County, Precinct 4
Attn: Commissioner James Patterson
12919 Dairy Ashford Road, Suite 200
Sugar Land, Texas 77478

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

Section 6. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties concerning the Project. No agreements, covenants, representations, or warranties between the Parties other than those expressly state or provided for herein exist. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on the Parties unless reduced to writing and signed by each of them.

Section 7. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the District and County and shall not be construed to confer any benefit or right upon any other party, including particularly any resident of the District, County, or City.

Section 8. Severability. The provisions of this Agreement are severable. If any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement shall ever be held by any court to be invalid for any reason, such invalidity shall not cause the entire Agreement to be invalid. Rather, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, and the remainder of the Agreement shall remain in full force and effect.

Section 9. Successors and Assigns. This Agreement shall apply to and be binding on the Parties hereto and their respective officers, directors, successors, and assigns. This Agreement, or any rights obtained hereunder, are not assignable by either Party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 10. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. In the event of a dispute in relation to this Agreement, venue shall be exclusively in Fort Bend County, Texas.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

FORT BEND COUNTY, TEXAS

Robert E. Hebert, County Judge

Date: _____

ATTEST:

County Clerk

(SEAL)

APPROVED:



Richard W. Stolleis, P.E.
County Engineer

FORT BEND COUNTY LEVEE
IMPROVEMENT DISTRICT NO. 19


President Board of Directors

Date: 4/25/2016

ATTEST:


Secretary, Board of Directors

(SEAL)



EXHIBIT A

Bid Tabulation For:
 Construction of Traffic Signal Installation at University Blvd and
 Oilfield Rd & University Blvd and Riverstone Blvd for FBCLID No. 19
 C.I. Job No.: 2014-130-03
 Bids Received: November 23, 2015

Traffic Systems Construction,
 Inc.

Item No.	Description of Item	Quantity	Unit	Unit Price	Extended Total
<u>SIGNAL ITEMS - University Blvd at Oilfield Rd</u>					
1	Provide a complete and operational signalized intersection at University Blvd and Oilfield Rd, as described on the construction plans (the bid items are described on sheets 2 & 3 of that set of construction plans)	1	LS	\$360,850.00	\$360,850.00
2	Fort Bend County Construction Permit through MyGovernmentOnline.org (Includes online submission, \$150 fee and a Performance Bond in the name of Fort Bend County with a coverage amount of \$5,000 or 25 percent of Bid Item #1, whichever coverage amount is larger)	1	LS	\$2,500.00	\$2,500.00
3	Allowance for coordination and installation of electrical service pole & drop for signal (to be paid upon presentation of invoice from Centerpoint. No additional mark up)	1	LS	\$5,000.00	\$5,000.00
4	Traffic Control for Intersection of University Blvd and Oilfield Rd.	1	LS	\$5,000.00	\$5,000.00
5	Construction Surveying	1	LS	\$2,500.00	\$2,500.00
				Subtotal:	\$375,850.00
<u>SIGNAL ITEMS - University Blvd at Riverstone Blvd</u>					
6	Provide a complete and operational signalized intersection at University Blvd and Riverstone Blvd, as described on the construction plans (the bid items are described on sheets 2 & 3 of that set of construction plans)	1	LS	\$245,250.00	\$245,250.00
7	City of Missouri MCI permit (Fee is 1% for the first \$ 500,000 plus 0.75% for all valuation exceeding \$500,000) - Fee Calculated based on total of Bid Item #6	1	LS	\$2,500.00	\$2,500.00
8	Allowance for coordination and installation of electrical service pole & drop for signal (to be paid upon presentation of invoice from Centerpoint. No additional mark up)	1	LS	\$7,500.00	\$7,500.00
9	Traffic Control for Intersection of University Blvd and Riverstone Blvd	1	LS	\$5,000.00	\$5,000.00
10	Construction Surveying	1	LS	\$2,500.00	\$2,500.00
				Subtotal:	\$262,750.00
TOTAL BASE BID ITEMS					\$638,600.00
<u>ALTERNATE BID ITEM APPLIED TO ITEM #1 - DEDUCT</u>					
11	Deduct to Bid Item No. 1 for the "Alternate Pole and Foundation - Basis of Estimate" referenced on sheet 2 of 50 of the construction plans. This deduct will consist of the criteria listed for Items 0416 and 0686 for University Boulevard @ Oilfield Road in lieu of those listed in the main table of the base bid. Reduced drill shafts, foundations and bases due to shorter mast arms. (Quantities listed for University at Riverstone Blvd do not apply)	1	LS	-\$15,000.00	-\$15,000.00
				Subtotal:	-\$15,000.00
TOTAL BASE BID + ALTERNATE BID ITEMS					\$623,600.00