

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT
ADJUSTMENTS TO WATER LINE ACROSS KEEGANS BAYOU**

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 KINGSBRIDGE MUNICIPAL UTILITY DISTRICT ("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 sixteen inch (16") water line across Keegans Bayou adjacent to the Sugar Land-Howell Road Bridge ("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 Sugar Land-Howell 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 at an estimated amount of ninety thousand dollars and no/100 (\$90,000.000), as shown 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.

2.4 In addition to District's financial obligation under Section 2.2, District agrees to perform the tasks listed in "Notes: 1. (a) – (e)" on Exhibit A to facilitate County's timely completion of the Project.

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:	Kingsbridge Municipal Utility District Attn: Andrew P. Johnson, Attorney for District 2929 Allen Parkway, Suite 3150 Houston, Texas 77019

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.

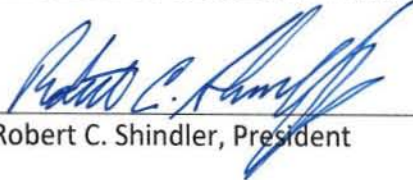
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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2016.

FORT BEND COUNTY

KINGSBRIDGE MUNICIPAL UTILITY DISTRICT

Robert E. Hebert, County Judge



Robert C. Shindler, President

Date

August 1, 2016

Date

ATTEST:

Laura Richard, County Clerk



Juanita Yarneau, Secretary

APPROVED:

Richard W. Stolleis, County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

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EXHIBIT A

MILLER & ASSOCIATES
Consulting • Engineers • Surveying
3664 Walnut Bend Lane, Suite C100
Houston, Texas 77042-4851

OPINION OF PROBABLE CONSTRUCTION COST

Project: Adjustments to 16" Water Line Across Keegans Bayou Dated: December 4, 2015
Adjacent to Sugar Land-Howell Road Bridge

Owner: Kingsbridge MUD Job No.: 0601-000-21 FBC Sugar Land-Howell Rd. Widening

Performed by: MAMH Checked by: DEM Estimate No.: 1

Item No.	Description	Unit of Measure	Est. Qty.	Unit Price	Cost
ADJUSTMENTS TO 16" WATER LINE					
1	Cut, Remove, Store and Secure Existing 126 Linear Feet of 16" Welded Steel Water Line (0.375-inch Thickness) on adjacent District Property - Ditch "A" (Incl. plug and secure 4 open pipe ends)	L.S.	1	\$ 20,000.00	\$ 20,000.00
2	Demolish and Remove Two (2) Exist. Reinf. Conc. Support Columns (cut flush with existing concrete slope pavement, patch surface smooth with cement grout)	Ea.	2	3,000.00	6,000.00
3	Cut and Adjust Existing 16" Welded Steel 45 Degree Offset Bends (Buried and at Surface) to Accommodate Reinstallation of 16" Welded Steel Water Line on Bridge Pipe Hangers	Ea.	2	2,500.00	5,000.00
4	Remove and Replace Steel to AC Pipe Adapters	Ea.	2	1,000.00	2,000.00
5	Reinstall Existing 16" Welded Steel Water Line on Bridge Pipe Hangers and Weld to adjusted Offset Bends	L.S.	1	25,000.00	25,000.00
6	Trench Safety System	L.S.	1	1,000.00	1,000.00
7	Sediment Control System	L.S.	1	1,000.00	1,000.00
8	Regarding and Restoration of Disturbed Areas	L.S.	1	1,000.00	1,000.00
9	Pressure Testing of Pipe and Disinfection of Water Line	L.S.	1	2,500.00	2,500.00
SUBTOTAL ADJUSTMENTS TO 16" WATER LINE					\$ 63,500.00

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SUPPLEMENTARY ITEMS (if required)

10	16" PVC C905 Water Line (Incl. Trench Safety)	L.F.	32	\$ 95.00	\$ 3,040.00
11	16" AC to PVC Pipe Adapters	Ea.	2	1,000.00	2,000.00
12	16" PVC to Welded Steel Pipe Adapters	Ea.	2	1,200.00	2,400.00
13	16" Welded Steel Water Line (0.375-inch Thickness)	L.F.	40	100.00	4,000.00

PROJECT COST SUMMARY

Subtotal Supplementary Items \$ 11,440.00

Construction Total \$ 74,940.00

Use \$ 75,000.00

Engineering, Project/Construction
Management, CMT Lab Testing, and
Administration (20%) \$15,000

Grand Total \$90,000

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Notes: 1. Kingsbridge MUD to provide the following:

- a. Isolate existing 16" Water Line and flush out line to be removed.
- b. Remove and replace existing 2" air release valve, if necessary.
- c. Flush existing 16" water line prior to reinstalling span section to remove slag and cuttings at both free ends of offsets.
- d. Clean pipe exterior and apply polyurethane coating system to 16" steel water line while stored on District property-Ditch "A".
- e. Obtain disinfection samples and send to laboratory for testing.

2. Fort Bend County contractor to provide:

- a. Materials, equipment and means to cut and remove existing 16" steel water line from existing concrete column supports.
- b. Coordinate materials, equipment and means to reinstall 16" steel water line on west side of bridge structure by means of pipe hangers designed, furnished and installed as part of the bridge widening project. Hangers are to be positioned on bridge such that the 16" water line clears the agency - approved Base Flood Elevation of Keegans Bayou by 1 foot.
- c. Perform pressure test and disfection of reinstalled 16" steel line.
- d. Touch-up exterior coating where steel water line sections are reconnected.

16" Water Line Adjustment at Keegans Bayou Governing Specifications:

City of Houston

Division 2 - Site Work

- Excavation and Backfill for Utilities
- 02317 Utility Backfill Materials
- 02320 Ductile Iron Pipe and Fittings
- 02501 Steel Pipe and Fittings
- 02502 Polyurethane Coatings on Steel or Ductile Iron Pipe
- 02527

Division 9 - Finishes

- 09901 Protective Coatings