

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT
EXTENSION 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 FRESH WATER SUPPLY DISTRICT NO. 1 ("District"), a conservation and reclamation district created pursuant to the authority of Article XVI, Section 59, of the Texas Constitution, and operating under the provisions of Chapters 49 and 53, Texas Water Code, as amended, acting by and through its Board of Supervisors. The County and District may be referred to collectively herein as the "Parties."

RECITALS:

WHEREAS, the District desires to install an eight inch (8") gravity sanitary sewer line along FM 521 from the lift station site to an approximate halfway point of the First Baptist Church of Fresno's western boundary line (or at CenterPoint's four inch (4") gas line) and to provide wastewater service to the Fort Bend County Mustang Community Center and the First Baptist Church of Fresno (the "Project"); and

WHEREAS, the County agreed to provide sewage connections to the First Baptist Church of Fresno (the "Church") as a term under an agreement to purchase a portion of the Church's property to expand the Fort Bend County Mustang Community Center complex; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement benefits the general public as a whole and serves a County purpose; and

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

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

WHEREAS, the County and the 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 Project to serve the County's property and benefit the entire community.

SECTION 2
PROJECT FUNDING

2.1 The District shall construct, or cause to be constructed, the Project under the terms of this Agreement and in accordance with "Option 2" as described in the Estimated Overall Project Cost Estimate attached hereto as Exhibit "A" and incorporated herein for all purposes.

2.2 The County agrees to pay to the District, upon receipt of the District's notice of its award of the construction contract for the Project, for all costs currently estimated in the amount of \$262,250.00 for Option 2, as reflected on Exhibit A.

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

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

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

2.4 The District represents to the County that the District advertised, or will advertise, for competitive bids for the construction of the Project in accordance with the requirements of Section 49.273 of the Texas Water Code, as amended.

SECTION 3
TERM

This Agreement shall continue in force and effect from the date of execution of the last party hereto until September 30, 2019, or either of the actions contemplated in Section 2.3 above is consummated. Prior to the District awarding the contract for 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 the District awarding such contract, neither party can terminate this Agreement.

SECTION 4
INSURANCE AND LIABILITY

4.1 The County and the 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 Commissioner Precinct 1 301 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 Fresh Water Supply District No. 1 Attn: Michael R. Willis c/o Sanford Kuhl Hagan Kugle Parker Kahn, LLP 1980 Post Oak Boulevard, Suite 1380 Houston, Texas 77056

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.

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 date signed by the last party hereto.

FORT BEND COUNTY

FORT BEND COUNTY FRESH WATER
SUPPLY DISTRICT NO. 1

Robert E. Hebert, County Judge

Authorized Agent - Signature

Date

Authorized Agent – Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

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EXHIBIT A

FBCFWSD#1

FM521 Gravity Sanitary Sewer

to Serve the FBC Mustang Community Center and 1st Baptist Church of Fresno

Estimated Overall Project Costs

Option 1 - Gravity Sanitary Sewer Capable of Serving Only Mustang Community Center and 1st Baptist Church of Fresno Property	
Scope of Construction = Installation of an 8in gravity sanitary sewer along FM 521 from lift station site to approximate halfway point of church's western boundary line (or at CenterPoint's 4" gas line)...Depth of sewer would be constructed to serve Mustang Community Center and 1st Baptist Church of Fresno Property...Sewer would be installed in an approximate 15' utility easement...Work includes connecting both the Mustang Community Center and 1st Baptist Church of Fresno to the District's public wastewater system	
Item	Est Cost
Construction	
Public Work	
8in Gravity Sanitary Sewer	\$122,000.00
Private Work	
Mustang Community Center	
6in Sanitary Service Line	\$15,000.00
Decommission Septic System	\$3,000.00
Plug Private Water Well	\$750.00
1st Baptist Church of Fresno	
6in Sanitary Service Line	\$8,500.00
Decommission Septic System	\$2,000.00
15% Construction Contingency	\$23,000.00
Construction Cost Total	\$174,250.00
Survey (Including Easement and SUE work)	\$13,000.00
Design Phase Engineering	\$23,000.00
Construction Phase Engineering	\$4,000.00
Construction Observation	\$9,000.00
Material Testing	\$5,000.00
Tap Fees (Mustang Community Center)	\$12,500.00
Tap Fees (1st Baptist Church of Fresno)	\$6,500.00
Estimated Overall Project Costs	\$247,250.00

FBCFWSD#1

FM521 Gravity Sanitary Sewer

to Serve the FBC Mustang Community Center and 1st Baptist Church of Fresno

Estimated Overall Project Costs

Option 2 - Gravity Sanitary Sewer Potentially Capable of Serving Development Along FM 521 from Lift Station to Mustang Bayou	
Scope of Construction = Installation of an 8in gravity sanitary sewer along FM 521 from lift station site to approximate halfway point of church's western boundary line (or at CenterPoint's 4" gas line)...Depth of sewer would be constructed (approximately 6' deeper than OPTION 1) to serve Mustang Community Center and 1st Baptist Church of Fresno Property and potentially development along FM 521 from Lift Station to Mustang Bayou....Sewer would be installed in an approximate 15' utility easement...Work includes connecting both the Mustang Community Center and 1st Baptist Church of Fresno to the District's public wastewater system	
Item	Est Cost
Construction	
Public Work	
8in Gravity Sanitary Sewer	\$135,000.00
Private Work	
Mustang Community Center	
6in Sanitary Service Line	\$15,000.00
Decommission Septic System	\$3,000.00
Plug Private Water Well	\$750.00
1st Baptist Church of Fresno	
6in Sanitary Service Line	\$8,500.00
Decommission Septic System	\$2,000.00
15% Construction Contingency	\$25,000.00
Construction Cost Total	\$189,250.00
Survey (Including Easement and SUE work)	\$13,000.00
Design Phase Engineering	\$23,000.00
Construction Phase Engineering	\$4,000.00
Construction Observation	\$9,000.00
Material Testing	\$5,000.00
Tap Fees (Mustang Community Center)	\$12,500.00
Tap Fees (1st Baptist Church of Fresno)	\$6,500.00
Estimated Overall Project Costs	\$262,250.00

Client: Fort Bend County Freshwater Supply District No. 1

Project: Estimated Construction Cost for FM521 Gravity Sanitary Sewer - OPTION 1

Unit Price Schedule for Bid Items

Job No. : TBD

Estimated Construction Cost			
Unit Price		Total	
Item #	Description	Unit	Unit Qty
WASTEWATER SYSTEM ITEMS (Public Work)			
1	Mobilization/Demobilization	LS	1
2	Traffic Control and Regulation	LS	1
3	Trench Safety System	LF	650
4	Reinforced Filter Fabric Barrier	LF	40
5	Hydro Mulch Seeding	AC	0.2
6	Asphalt Repair	SY	650
7	All Dewatering and Well Pointing	LS	1
8	8" Gravity Sanitary Sewer, Open Cut, 9' to 12' Cut	LF	650
9	8" Gravity Sanitary Sewer, Auger	LF	60
10	8" Gravity Sanitary Sewer, Auger with Steel Casing	LF	40
11	Connect Proposed 8" Gravity Sanitary Sewer to Existing Manhole	EA	1
12	8" Gravity Sanitary Sewer Plug	EA	1
13	4' Precast Concrete Manhole, 0' to 8' Depth	EA	3
14	Extra Depth for 4' Precast Concrete Manhole	VF	8
15	6" Sanitary Sewer Stack	VF	10
16	6" "Short Side" Sanitary Sewer Lead	EA	2
TOTAL WASTEWATER SYSTEM ITEMS (Public Work)			

Client: Fort Bend County Freshwater Supply District No. 1

Project: Estimated Construction Cost for FM521 Gravity Sanitary Sewer - OPTION 2

Unit Price Schedule for Bid Items

Job No. : TBD

Estimated Construction Cost				
Unit Price		Total		

Private Work Within Mustang Community Center Property

Estimated Construction Cost			
Item #	Description	Unit	Unit Qty
1	6" Wastewater Service Line	1	LS
2	Septic Tank Decommissioning	1	LS
3	Plug Private Water Well	1	EA
TOTAL			
		Unit Price	Total
		\$ 15,000.00	\$ 15,000.00
		\$ 3,000.00	\$ 3,000.00
		\$ 750.00	\$ 750.00
		\$	\$ 18,750.00

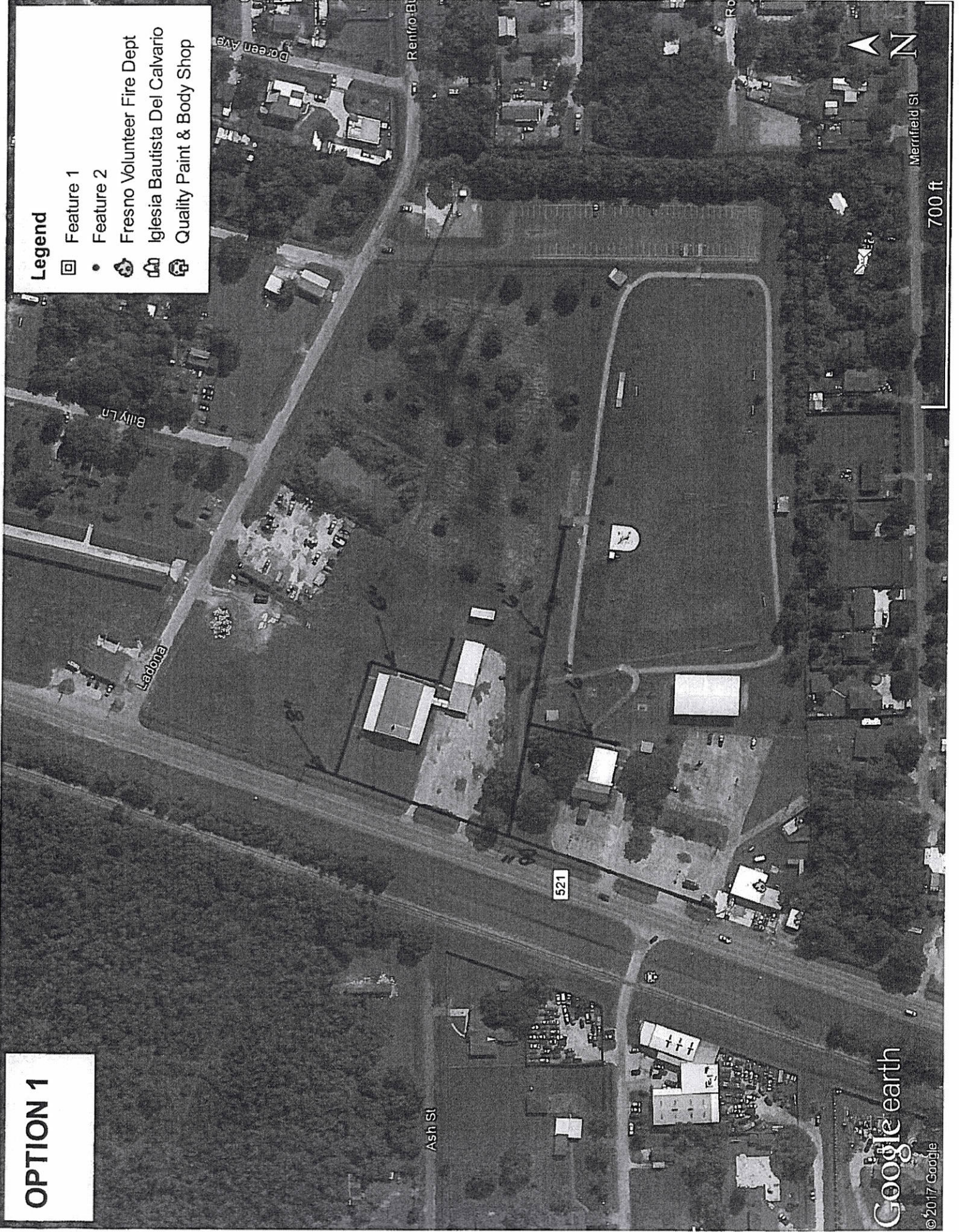
Private Work Within 1st Baptist Church of Fresno Property

Estimated Construction Cost			
Item #	Description	Unit	Unit Qty
1	6" Wastewater Service Line	1	LS
2	Septic Tank Decommissioning	1	LS
TOTAL			
		Unit Price	Total
		\$ 8,500.00	\$ 8,500.00
		\$ 2,000.00	\$ 2,000.00
		\$	\$ 10,500.00

OPTION 1

Legend

- Feature 1
- Feature 2
- Fresno Volunteer Fire Dept
- Iglesia Bautista Del Calvario
- Quality Paint & Body Shop



Google earth

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OPTION 2

Legend

- Feature 1
- Feature 2
- Fresno Volunteer Fire Dept
- Iglesia Bautista Del Calvario
- Quality Paint & Body Shop



Fort Bend County Freshwater Supply District No. 1
FM521 Gravity Sanitary Sewer
Estimated Project Schedule

ID	Task Name	Start	Finish	2018 4th Quarter ◆ 10/19	1st Quarter	2nd Quarter	3rd Quarter
1	Finalize Agreement Between FBC and FBCFWSD#1	Thu 10/19/17	Thu 10/19/17				
2	FBCFWSD#1 Approves Proposals from Jacobs, Arborleaf, and RODS SUE	Thu 11/16/17	Thu 11/16/17	◆ 11/16			
3	Topographic Survey and SUE Work	Thu 11/16/17	Thu 12/21/17				
4	Utility Easement	Thu 12/21/17	Wed 1/31/18				
5	Completion of Construction Contract Documents	Thu 11/16/17	Wed 1/31/18				
6	Agency Approvals (FBC, CoP, TCEQ)	Fri 1/19/18	Fri 3/30/18				
7	Bidding of Project	Mon 4/2/18	Thu 6/21/18				
8	Construction	Mon 7/2/18	Fri 8/31/18				

Task	Inactive Milestone	Inactive Summary	Manual Task	Duration-only	Manual Summary Rollup
Milestone	◆				
Summary					
Inactive Task					
Inactive Task					