

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

AMENDMENT TO INTERLOCAL PROJECT AGREEMENT  
FOR TRANSPORTATION FACILITIES BY AND BETWEEN  
FORT BEND COUNTY, TEXAS AND  
SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5

This AMENDMENT TO INTERLOCAL PROJECT AGREEMENT FOR TRANSPORTATION FACILITIES (the "Amendment") is entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court (the "County") and Sienna Plantation Municipal Utility District No. 5 (the "District"), a political subdivision of the State of Texas (the County and District collectively referred to as the "Parties".)

**RECITALS**

WHEREAS, the County and the District entered into an Interlocal Project Agreement for Transportation Facilities pursuant to Section 791.028 of the Texas Government Code on October 2, 2012 (the "Agreement"); and

WHEREAS, the Agreement included the design and construction of certain public transportation improvements for fire and emergency services and evacuation purposes; and

WHEREAS, the County rehabilitated the existing gravel road and constructed the temporary crossings along the Emergency Access road (as defined in the Agreement); and

WHEREAS, the District has reimbursed the County the sum of \$638,333 from its road bond proceeds as payment of work done to date for Emergency Access along with related engineering; and

WHEREAS, the Project includes the installation of permanent crossings along the Emergency Access road which have not been installed to date; and

WHEREAS, the parties desire to amend the Agreement to reflect a change in the construction of the proposed Project.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the District and the County contract and agree as follows:

The representations, covenants and recitations set forth in the foregoing recitals are material to this Amendment and are incorporated into this Agreement.

Section II. A. 1. of the Agreement is hereby deleted and replaced with the following language:

1. The rehabilitation of the existing gravel road and construction of certain segments from its current terminus at Waters Lake Boulevard to FM 521, along with the construction of arch pipes, as described on **Exhibit "A"** and depicted on **Exhibit "B"**.

Section II. C. of the Agreement is hereby deleted and replaced with the following language:

C. Construction of the Project.

1. Competitive Bid and Award of the Contract:

- a. Prior to advertising for bids for the Project, the District, through its engineers or authorized representatives, shall provide all of the project plans, designs and any other documents related to the Project requested by the County, for final approval of the designs and costs by the County Road and Bridge Commissioner, or his authorized designated agent. Within thirty (30) days of the approval by the County of all appropriate plans, the District shall advertise for competitive bids for the construction of the Project, (together or in separate contracts) in accordance with state law and District policy for District contracts. Upon receipt of bids for the Project, the District engineer will notify the County Road and Bridge Commissioner in writing (the "Notice of Intent to Award") of the amount of the recommended bid (with a 10% contingency). If the County desires to object to the award of the construction contract due to price of the bid, it must provide written notice to the District engineer within fifteen (15) days of the date the Notice of Intent to Award is sent by the District engineer. If written notice of the County's objection is not received by District engineer within such 15 days, then the County is deemed to have approved the recommended bid.
- b. The estimate of the Project is detailed on **Exhibit "A"**. If there are no objections to the award of the construction contract, the County will pay the County Project Costs as hereinafter defined, with the District within thirty (30) days of the date the Notice of Intent to Award is sent to the County. The District will not be required to award the bid for the Project until the County submits its County Project Costs.
- c. Upon receipt of all funds from the County, the District will award the construction contract to the qualified bidder (the "Construction Contract"), which may be subject to change orders that increase, decrease, or otherwise alter the costs of the Project under such Construction Contract. If the District constructs the Project in multiple contracts, the provisions of this Agreement shall apply to each such construction contract.

- d. In the event that there are unanticipated field conditions and resulting cost overages, the District agrees to pay those costs associated with unanticipated field conditions that are not specifically included as Field Condition Items on the attached **Exhibit A**.
- e. The Construction Contract for the Project shall be advertised and awarded in the District's name and the District shall be the owner of the construction work for the Project for all purposes.

## 2. Construction Contract Administration

- a. After award of the Construction Contract, the District shall administer the Construction Contract for the benefit of the Parties. The District, through its engineers or authorized representatives, shall provide on-site inspection of the construction of the Project in accordance with the Construction Contract. If requested by the County, the District will provide copies of inspection reports, testing reports and any project related correspondence or information.
- b. Change orders resulting in an increase to the Project Cost price over ten percent (10%) submitted under the Construction Contract and recommended by the District shall be subject to review and approval by the County Road and Bridge Commissioner, or his designated authorized agent, which review and approvals will not be unreasonably withheld, conditioned or delayed. If the County desires to object to a proposed change order, the County Road and Bridge Commissioner must provide written notice to the District within fifteen (15) business days of the date the proposed change order is sent to the County. Otherwise, the County will be deemed to have approved the change order.
- c. The County, through its authorized representatives, may observe all construction for conformity with good engineering standards and in accordance with applicable rules, regulations and requirements of all governmental entities having jurisdiction over the Project, if any, and shall immediately request changes or corrections to work performed under the Construction Contract if any Party finds such changes or corrections to be necessary upon such inspection. 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, conditioned or delayed if the work being performed is clearly shown to be out of compliance with the applicable standards. The District will schedule and coordinate the final inspection of the construction project with the County Road and Bridge Commissioner, or his designated authorized agent.

- d. The Parties agree that the District and the County do 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 the same with the County standards and other governmental codes and regulations applicable thereto, nor shall the District be deemed to be responsible for any such compliance.
- e. The District shall have the right to terminate the Construction Contract and to enforce its remedies thereunder, as determined by the District to be necessary after consultation with the County. In the event of any such termination, the District shall have the right to complete and/or cause the completion of the Project themselves and/or through such other contractor(s) as the District determines to be appropriate and as are approved by the County; provided that all work done in connection with such completion shall be in compliance with good engineering standards and in accordance with applicable rules, regulations and requirements of all governmental entities having jurisdiction over the Project, if any.

Section II. D. of the Agreement is hereby deleted and replaced with the following language:

D. Maintenance of the Project. The District will be responsible for maintaining all road and drainage facilities for the Project, including the arch pipes identified on **Exhibit "B"** until such time as a permanent roadway is constructed and dedicated to the County.

E. Section III.A. of the Agreement is hereby deleted and replaced with the following language:


A. County Obligation. The County will pay the County Project Costs as defined herein to be reimbursed by the District as described in Section B below. County Project Costs include the actual costs incurred for construction of the Project as itemized on **Exhibit "A"** attached hereto (including engineering, staking, testing, fencing, rehabilitation, clearing, and construction of the gate structures, arch pipes, and gravel road), the total of which is estimated to be \$1,346,301. The parties acknowledge that \$638,330.00 of such Project Costs have been paid and reimbursed by the District. If the County issues bonds for the construction of the Project, all interest costs incurred by the County (calculated as described in Section B below) will also be included as a County Project Cost.

Except as provided herein, all terms and conditions of the Agreement relating to the rights granted and the obligations assumed shall remain unchanged. Any further modifications concerning the Agreement or this Amendment shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

FORT BEND COUNTY, TEXAS

SIENNA MUNICIPAL UTILITY  
DISTRICT NO. 5

\_\_\_\_\_  
Robert Hebert, Fort Bend County Judge

\_\_\_\_\_  


Date: \_\_\_\_\_

Date: 11.06.17

ATTEST:

ATTEST:

\_\_\_\_\_  
Laura Richard, Fort Bend County Clerk


\_\_\_\_\_  


EXHIBIT A  
Project and Project Costs

## EXHIBIT A

## Sienna Parkway Emergency Access Road Arch Culvert Estimate

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
<b>DRAINAGE FACILITIES ITEMS</b>					
1.	METHOD "A" CONSTRUCTION STAKING BY THE CONTRACTOR PER GENE BAKER, GBI PARTNERS, LP, 713.995.1308, COMPLETE IN PLACE	LS	1	\$3,500.00	\$3,500.00
2.	POTENTIAL JURISDICTIONAL AREA CLEARING & GRUBBING FOR ARCH PIPE CONSTRUCTION, METHOD OF CONSTRUCTION AS PER WETLAND CONSULTANT DIRECTION, COMPLETE IN PLACE	AG	1	\$5,000.00	\$5,000.00
3.	CROSSING NO. 1 12'-8" SPAN X 8'-1" RISE CONTECH MULTI-PLATE PIPE ARCH CULVERT, (OR APPROVED EQUAL), INCLUDES ALL APPURTENANCES, (CONTACT ISHAM KHAN W/ CONTECH ENGINEERED SOLUTIONS, 513-716-2178)	LF	373	\$226.00	\$84,298.00
4.	INSTALLATION OF BID ITEM NO. 3 (12'-8" SPAN X 8'-1" RISE CONTECH MULTI-PLATE PIPE ARCH CULVERT), ALL BEDDING AND BACKFILL REQUIRED AS PER DETAILS AND SPECIFICATIONS, AND ALL APPURTENANCES, (CONTACT ISHAM KHAN W/ CONTECH ENGINEERED SOLUTIONS, 513-716-2178), COMPLETE IN PLACE	LF	373	\$226.00	\$84,298.00
5.	CROSSING NO. 2 - 7'-11" SPAN X 5'-7" RISE CONTECH MULTI-PLATE PIPE ARCH CULVERT, (OR APPROVED EQUAL), INCLUDES ALL APPURTENANCES, (CONTACT ISHAM KHAN W/ CONTECH ENGINEERED SOLUTIONS, 513-716-2178)	LF	143	\$147.00	\$21,021.00
6.	INSTALLATION OF BID ITEM NO. 5 (7'-11" SPAN X 5'-7" RISE CONTECH MULTI-PLATE PIPE ARCH CULVERT), ALL BEDDING AND BACKFILL REQUIRED AS PER DETAILS AND SPECIFICATIONS, AND ALL APPURTENANCES, (CONTACT ISHAM KHAN W/ CONTECH ENGINEERED SOLUTIONS, 513-716-2178), COMPLETE IN PLACE	LF	143	\$147.00	\$21,021.00
7.	CROSSING NO. 3 - 8'-7" SPAN X 5'-11" RISE CONTECH MULTI-PLATE PIPE ARCH CULVERT, (OR APPROVED EQUAL), INCLUDES ALL APPURTENANCES, (CONTACT ISHAM KHAN W/ CONTECH ENGINEERED SOLUTIONS, 513-716-2178)	LF	108	\$157.00	\$16,842.00
8.	INSTALLATION OF BID ITEM NO. 7 (8'-7" SPAN X 5'-11" RISE CONTECH MULTI-PLATE PIPE ARCH CULVERT), ALL BEDDING AND BACKFILL REQUIRED AS PER DETAILS AND SPECIFICATIONS, AND ALL APPURTENANCES, (CONTACT ISHAM KHAN W/ CONTECH ENGINEERED SOLUTIONS, 513-716-2178), COMPLETE IN PLACE	LF	108	\$157.00	\$16,842.00
9.	CROSSING NO. 4 - 11'-7" SPAN X 7'-5" RISE CONTECH MULTI-PLATE PIPE ARCH CULVERT, (OR APPROVED EQUAL), INCLUDES ALL APPURTENANCES, (CONTACT ISHAM KHAN W/ CONTECH ENGINEERED SOLUTIONS, 513-716-2178)	LF	688	\$204.00	\$136,272.00
10.	INSTALLATION OF BID ITEM NO. 9 (11'-7" SPAN X 7'-5" RISE CONTECH MULTI-PLATE PIPE ARCH CULVERT), ALL BEDDING AND BACKFILL REQUIRED AS PER DETAILS AND SPECIFICATIONS, AND ALL APPURTENANCES, (CONTACT ISHAM KHAN W/ CONTECH ENGINEERED SOLUTIONS, 513-716-2178), COMPLETE IN PLACE	LF	688	\$204.00	\$136,272.00
11.	36" CMP RISER WITH TYPE "E" INLET TOP AND LADDER PER DETAIL IN CONSTRUCTION PLANS, ALL DEPTHS, COMPLETE IN PLACE	EA	1	\$7,500.00	\$7,500.00
12.	36" CMP RISER WITH TYPE "C" MANHOLE TOP AND LADDER PER DETAIL IN CONSTRUCTION PLANS, ALL DEPTHS, COMPLETE IN PLACE	EA	2	\$7,500.00	\$15,000.00
13.	3:1 OR 4:1 SLOPED SAFETY END TREATMENT 12'-8" SPAN X 8'-1" RISE MULTI PLATE PIPE ARCH INCLUDING SLOPE COLLAR AS PER DETAILS IN CONSTRUCTION PLANS, ALL DEPTHS, COMPLETE IN PLACE	EA	4	\$15,750.00	\$63,000.00
14.	3:1 OR 4:1 SLOPED SAFETY END TREATMENT 7'-11" SPAN X 5'-7" RISE MULTI PLATE PIPE ARCH INCLUDING SLOPE COLLAR AS PER DETAILS IN CONSTRUCTION PLANS, ALL DEPTHS, COMPLETE IN PLACE	EA	2	\$6,550.00	\$13,100.00
15.	3:1 OR 4:1 SLOPED SAFETY END TREATMENT 8'-7" SPAN X 5'-11" RISE MULTI PLATE PIPE ARCH INCLUDING SLOPE COLLAR AS PER DETAILS IN CONSTRUCTION PLANS, ALL DEPTHS, COMPLETE IN PLACE	EA	2	\$8,750.00	\$17,500.00
16.	3:1 OR 4:1 SLOPED SAFETY END TREATMENT 11'-7" SPAN X 7'-5" RISE MULTI PLATE PIPE ARCH INCLUDING SLOPE COLLAR AS PER DETAILS IN CONSTRUCTION PLANS, ALL DEPTHS, COMPLETE IN PLACE	EA	6	\$25,600.00	\$153,600.00
17.	FILL TO BE HAULED, PLACED AND COMPACTED TO 95% STD PROCTOR DENSITY FROM STOCKPILES WITHIN 2 MILES OF PROJECT SITE, COMPLETE IN PLACE	CY	8700	\$9.00	\$20,108.00
18.	REMOVE AND DISPOSE EXISTING 72" RCP AT CULVERT CROSSING NO. 4, COMPLETE IN PLACE	LS	1	\$300.00	\$300.00
19.	REMOVE AND DISPOSE EXISTING 60" RCP AT CULVERT CROSSING NO. 1, COMPLETE IN PLACE	LS	1	\$300.00	\$300.00
20.	REMOVE AND DISPOSE EXISTING PIPE AT CULVERT CROSSING NO. 2, COMPLETE IN PLACE	LS	1	\$300.00	\$300.00
21.	REMOVE AND DISPOSE EXISTING PIPE AT CULVERT CROSSING NO. 3, COMPLETE IN PLACE	LS	1	\$300.00	\$300.00
22.	INSTALLATION AND REMOVAL OF STABILIZED CONSTRUCTION EXIT, SWMHCA SPECIFICATION NO. 4711, INCLUDES INSTALLATION AND REMOVAL (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	EA	2	\$1,100.00	\$2,200.00
23.	ROCK FILTER DAMS AT CULVERTS, INCLUDES INSTALLATION MAINTENANCE THROUGHOUT DURATION OF PROJECT AND REMOVAL, COMPLETE IN PLACE	EA	8	\$2,000.00	\$16,000.00
24.	REINFORCED FILTER FABRIC FENCE AT LOCATIONS REQUIRED BY ENGINEER, COMPLETE IN PLACE	LF	500	\$2.00	\$1,000.00
25.	10' WIDE RIP-RAP STRIP FOR DRAINAGE FLUMES, COMPLETE IN PLACE	SY	800	\$100.00	\$80,000.00
26.	DEWATERING OF BOX CULVERT CROSSING (ALL DEPTHS, THIS IS AN ESTIMATED QUANTITY TO BE USED ONLY AT THE WRITTEN DIRECTION OF THE ENGINEER), COMPLETE IN PLACE	LOG	4	\$10,000.00	\$40,000.00
27.	ADDITIONAL COST FOR MISSOURI CITY MODIFIED "A-A" STORM SEWER BEDDING, (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	LF	1,370	\$32.00	\$43,840.00
28.	CITY OF MISSOURI CITY (COMC) CONSTRUCTION PERMIT (PERCENTAGE OF CONSTRUCTION COST AS REQUIRED BY COMC), COMPLETE IN PLACE	LS	1	\$15,000.00	\$15,000.00
29.	TRENCH SAFETY, ALL DEPTHS, COMPLETE IN PLACE	LF	1,370	\$1.00	\$1,370.00
30.	EXTRA CEMENT STABILIZED SAND, COMPLETE IN PLACE	CY	1,000	\$12.00	\$12,000.00
31.	CRUSHED STONE TO BE PLACED AND COMPACTED FOR REPLACEMENT OF EXISTING CRUSHED STONE ROAD OVER CULVERT CROSSING, COMPLETE IN PLACE	CY	900	\$33.00	\$29,700.00
<b>SUBTOTAL DRAINAGE FACILITIES ITEMS</b>					<b>\$1,057,076.00</b>
<b>FIELD CONDITION ITEMS</b>					
1.	DEMUCK TO 2' BELOW FLOW LINE OF PROPOSED CULVERT QUANTITY IS ESTIMATED ACTUAL QUANTITY TO BE DETERMINED IN FIELD BY GEOTECHNICAL ENGINEER, COMPLETE IN PLACE	SY	3,000	\$1.00	\$3,000.00
2.	7" SEAL SLAB FOR UNSUITABLE SOIL CONDITIONS, AS PER DETAILS IN PLANS, QUANTITY IS ESTIMATED ACTUAL QUANTITY TO BE DETERMINED IN FIELD BY GEOTECHNICAL ENGINEER, COMPLETE IN PLACE	SY	3,000	\$47.15	\$141,450.00
3.	CEMENT STABILIZED SAND BACKFILL 18" AROUND PROPOSED CULVERT QUANTITY IS ESTIMATED ACTUAL QUANTITY TO BE DETERMINED IN FIELD BY GEOTECHNICAL ENGINEER, COMPLETE IN PLACE	CY	2,555	\$5.00	\$12,775.00
4.	COFFER DAM AND TEMPORARY BYPASS PUMPING FOR DURATION OF PROJECT, INCLUDING REMOVAL UPON COMPLETION, COMPLETE IN PLACE	EA	8	\$15,000.00	\$120,000.00
<b>SUBTOTAL FIELD CONDITION ITEMS</b>					<b>\$277,225.00</b>
<b>BASE BID ESTIMATE</b>					
SUBTOTAL DRAINAGE FACILITIES ITEMS					\$1,057,076.00
SUBTOTAL FIELD CONDITION ITEMS					\$277,225.00
<b>TOTAL ESTIMATE</b>					<b>\$1,334,301.00</b>
REMAINING AMOUNT OF ENGINEERING AND MATERIALS TESTING TO BE BILLED					\$12,000.00
<b>GRAND TOTAL</b>					<b>\$1,346,301.00</b>

EXHIBIT B  
Depiction of Project

