

22

 $\mathcal{S}$

202

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County’s employees, agents or assignees be deemed for any purpose to be employees or agents of Local Government.

County and Local Government understand and agree that Local Government is an Independent Contractor and that at no time will Local Government’s employees, agents or assignees be deemed for any purpose to be employees or agents of County.

II.
PURPOSE

The purpose of this Project is to provide assistance with improving the road surfaces.

III.
TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2018 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.
PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as level up and overlay with asphalt on Spacek Road within the City of Rosenberg (“Project”).

V.
PROJECT LOCATION

The location for the Project is Spacek Road, (“Project Site”).

VI.
SCOPE OF WORK

COUNTY’S RESPONSIBILITIES:

County agrees to provide up to 105 equipment hours at \$35.00 per hour, up to 105 man hours of labor at \$15.00 per hour totaling \$5,250.00, plus an advance payment of up to \$0.00 in materials and up to \$0.00 in cash to Local Government, for a total expenditure not to exceed **\$5,250.00**.

At County's sole expense, County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. If necessary, the County will load any excavated material required by Local Government to be moved, onto trucks provided by Local Government.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to assume all material costs.

At Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will direct and be solely responsible for the overall Project. Local Government will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, Local Government will provide sufficient labor and equipment to haul any materials excavated and loaded onto Local Government trucks by County. The number of trucks furnished by Local Government will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Local Government will schedule its labor and equipment to correspond to County's schedules.

If necessary, Local Government will, at its sole cost and expense, be responsible for the design of the Project. If necessary, Local Government will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, Local Government will furnish to County the initial on-ground survey alignment, ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

Local Government will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project.

VII.
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to County:

Fort Bend County
Attn: County Judge
401 Jackson, 1st Floor
Richmond, Texas 77469

If to Local Government:

City of Rosenberg
Attn: City Manager
2110 Fourth Street
Rosenberg, Texas 77471

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

VIII.
EXECUTION

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:

Robert Hebert, Fort Bend County Judge

Date

Attest:

Laura Richard, Fort Bend County Clerk

CITY OF ROSENBERG:

John Mares
City Manager

3-12-2018
Date

Attest:

Cynthia Sullivan
City Secretary *Assistant City Secretary*

REVIEWED:

Marc Grant
Fort Bend County Road Commissioner



AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **\$5,250.00** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

Ed Sturdivant, Fort Bend County Auditor