

THE STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**INTERLOCAL AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF
PEDESTRIAN HYBRID BEACON – FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 124**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE (“Act”), by and between Fort Bend County Municipal Utility District No. 124 (“District”), acting by and through its Board of Directors, and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, (“County”).

RECITALS

WHEREAS, the District proposes to construct a Pedestrian Hybrid Beacon (“PHB”) within public right of way owned, controlled or managed by the County; and

WHEREAS, it is the County’s desire to protect its public right of way and the facilities lying within such right of way; and

WHEREAS, the District desires to provide the County with certain assurances regarding the County’s public right of way; and

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

WHEREAS, the County and the District believe it is in their respective best interests to enter into this Agreement to facilitate the provision of certain governmental functions to the citizens of Fort Bend County; and

WHEREAS, the Commissioners Court of the County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the governing bodies of the District and the County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

AGREEMENT

Section 1. Incorporation of Recitals

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

Section 2. Purpose

The purpose of this Agreement is to outline the obligations related to the construction and maintenance of a PHB to facilitate pedestrian crossings of Falcon Landing Boulevard between the Willow Fork Drainage Ditch and Falcon Lair Lane

Section 3. District's Responsibilities and Rights

A. The District will construct the PHB at its expense in accordance with the plans and specifications attached hereto as Exhibit A, as approved by the County. The District shall not commence construction of the PHB or any subsequent Improvements, as defined herein below, without first providing written notice to the County and obtaining its approval for such construction or Improvements. The County will not unreasonably delay or withhold its approval. If the County fails to approve the plans and specifications within fifteen (15) calendar days of receipt of same, the District may assume the County approved the plans and specifications as submitted.

B. The District shall obtain a one-year maintenance bond for the PHB from the Contractor.

Section 4. County's Responsibilities and Rights

A. The County's sole obligation under this Agreement is, and it has hereby agreed to, maintain the PHB after acceptance and authorize the District to use the public right of way to construct the PHB in accordance with Exhibit A. The County shall have the right to approve the final plans and specifications of the PHB prior to the commencement of construction.

B. During the work on the PHB, the County shall have the right to review all drawings, maps, plats, records and drawings affecting the construction and to inspect the work in progress.

C. After the one-year maintenance period for the PHB, the Contractor shall request final acceptance from the County. Upon the County issuing a final letter of acceptance for the construction of the PHB, the County will accept future maintenance of the PHB.

Section 5. Term

This Agreement shall become effective on the date executed by the final party, and remain in effect until acceptance of the PHB by the County.

Section 6. Insurance and Liability

A. The District and the County are entitled to the immunities and defenses of the Texas Tort Claims Act.

B. The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees that it is responsible for its individual acts and deeds.

C. At all times during the term of this Agreement, the District will provide and keep in force liability insurance covering the District for liability for property damage and personal injury. This insurance is to be carried by one or more insurance companies duly authorized or

admitted to transact business in Texas. The insurance provided under this section must be in the amount of not less than \$100,000.00 for property damage and not less than \$100,000.00 for one person and \$300,000.00 for one accident for personal injury. This insurance will protect the District against liability to any employees or servants of the District, and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the Project. The District shall include the County and the members of Commissioners Court as additional insureds on such insurance.

D. The District agrees that it will require any contractor who constructs any phase of the PHB to maintain insurance policies as shown below. All insurance policies carried by such contractors shall name the County as well as the District as additional insureds on all policies except for Workers' Compensation and Professional Liability (with respect to liability arising out of work performed by the contractors or subcontractors, as applicable) and shall contain a waiver of subrogation. Any such insurance policies shall include at least the following minimum coverage:

- i. Worker's Compensation in the amount required by law.
- ii. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).
- iii. Comprehensive Automatic Liability Insurance, including owned, non-owned and hired vehicles used for the PHB, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.
- iv. The District may require insurance in excess of the amount of coverage set out above, as it deems necessary, in such cases, the County shall remain an additional insured.

Section 8. Amendments

Amendments and changes to this Agreement due to changes in the character of the work or terms of this Agreement, or responsibilities of the parties relating to the PHB, may be enacted though a mutually agreed upon, written amendment between the County and the District.

Section 9. Remedies

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future.

Section 10. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any aspect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

Section 11. Notices

All notices and communications under this Agreement shall be mailed by certified U.S.

mail, return receipt requested, or delivered to the following addresses:

County: Fort Bend County Engineering Department
Attn: Richard Stolleis, P.E., County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: KP George, County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

District: Fort Bend County Municipal Utility District No. 124
c/o Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Section 12. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

Section 13. Execution

This Agreement has been executed by the County and the District upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party.

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FORT BEND COUNTY, TEXAS

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 124

KP George, County Judge

Paul M. Barry

President, Board of Directors

Date: _____

Date: 02/01/2019

ATTEST:

ATTEST:

Laura Richard, County Clerk

[Signature]

APPROVED:

Richard W. Stolleis

Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

ATTACHMENTS:

Exhibit "A" – Construction Plans

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EXHIBIT A

FALCON LANDING BOULEVARD NEAR FALCON LAIR LANE

FORT BEND COUNTY, TEXAS

CONSTRUCTION PLANS FOR PEDESTRIAN HYBRID BEACON INSTALLATION

INDEX OF SHEETS

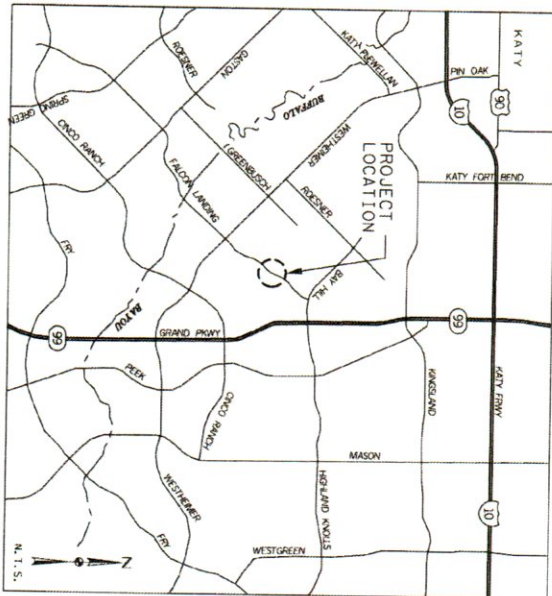
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SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF
 TRANSPORTATION, NOVEMBER 1, 2014.

THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS
 SPECIFICALLY IDENTIFIED ABOVE BY THE SYMBOL (A) HAVE
 BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION
 AS BEING APPLICABLE TO THIS PROJECT.



11/14/2018

FORT BEND COUNTY ENGINEER

DESIGNED BY: *[Signature]*
 CHECKED BY: *[Signature]*
 DATE: 11/21/18

THESE SIGNATURES ARE VOID IF CONSTRUCTION
 HAS NOT COMMENCED IN ONE (1) YEAR FROM DATE
 OF APPROVAL.

APPROVED BY: *[Signature]*
 DATE: 11/20/18