STATE OF TEXAS §

COUNTY OF FORTBEND §

JOINT PARTICIPATION AGREEMENT FOR ALIANA PAVEMENT REHABILITATION

This Joint Participation Agreement ("Agreement"), made and 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 ("County"), and Fort Bend County Municipal Utility District No. 134B, a body corporate and politics under the laws of the State of Texas, acting by and through its Board of Directors ("District"). The County and the District may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, County and District have agreed to participate in the improvements to locations within certain sections of the Aliana master-planned development by providing funding and administration for the construction of such improvements; and

WHEREAS, County has determined in good faith that the expenditure of funds services a public purpose, in that it aides the flow of traffic for the residents and business-owners in the area of the Project (hereinafter defined); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and benefits to the parties hereto, County and District agree as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective on the date signed by the last Party hereto and shall remain in effect until the Project is completed, unless terminated as provided below.

2. Scope of Work

The scope of the Project is for County to make certain improvements to roadways as more particularly described in the Construction Plans for Paving and Appurtenances to Serve Aliana Pavement Rehabilitation attached hereto as Exhibit "A" (the "Project"). The scope includes construction, construction management, inspection, and construction materials testing for the Project estimated at \$700,000.00, ("Project Costs").

3. County's Rights and Responsibilities

A. The County is responsible for managing the construction and completion of the Project, including construction management, inspection, and construction materials testing in compliance with the applicable state and federal laws.

- B. The County shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award the construction contract:
 - (1) Upon receipt of the bid package from the District, the County shall advertise for competitive bids for the construction of the Project;
 - (2) Upon receipt of bids for the Project, County will notify the District of its evaluation of the lowest and best bid, and the amount of the recommended bid (the "Notice of Intent to Award");
 - (3) Following receipt of the District's payment, the County shall award the construction contract to the qualified bidder.
- C. The County shall submit reports to the District describing in sufficient detail the progress of the Project. These reports shall be submitted at increments agreed to between the Parties as appropriate for the various phases of the Project. Reports received by the County from contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as the County has reviewed such reports and confirmed accuracy of the contractor's report.
- D. Upon completion of the Project, but no later than ninety (90) days after, the County will issue to District:
 - (1) a "Notification of Completion," acknowledging that the Project has been completed; and
 - (2) a full accounting of the funds expended on the Project.
- E. If, after completion of the Project and mutual acceptance of the full accounting of the funds expended on the Project, there are funds remaining and/or savings from the Project, the County shall return such funds to the District within thirty (30) days of the District's acceptance of the full accounting.
- F. Within sixty (60) days of the Parties' acceptance of the full accounting, the County will assume responsibility for the maintenance of the Project road improvements, except for the storm sewer, and accept the Project into the County Road Maintenance System.

4. District's Rights and Responsibilities

A. If there are no objections to the award of the construction contract, the District will forward payment of one hundred percent (100%) of the estimated Project Costs to the County within thirty (30) days of County's receipt of District's Notice of Intent to Award. If the District objects to the recommended bid, the County will not award the construction contract for the Project, and the County shall work with the District to re-advertise bids.

- B. During the work on the Project, the District shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction, review and approve all change orders resulting in a total increase to the costs of the Project over five percent (5%) (which shall be deemed approved if not disapproved or approved within seven (7) business days of the District's receipt thereof), and to inspect the work in progress, provided however, that in conducting such inspections, the District shall not interfere with the work in progress. Any deficiencies noted by the District shall be brought to the attention of the County and the deficiencies shall be promptly addressed by the County.
- C. The District shall have the right to participate in the final inspection of the Project.
- D. If, after completion of the Project and mutual acceptance of the full accounting of the funds expended on the Project, Project Costs are determined to be in excess of \$700,000.00, the District will forward the full amount of the actual Project Costs in excess of its initial payment to the County within thirty (30) days of the mutual acceptance of the full accounting.

5. Termination of Previously Executed Joint Participation Agreement

The Parties hereby mutually agree to terminate the Joint Participation Agreement for West Airport Pavement Rehabilitation approved by the County's Commissioners Court on February 8, 2022.

6. Termination of this Agreement

- A. Either Party may terminate this Agreement, without cause, at any time prior to the letting of construction for the Project, by written notice to the other Party.
- B. After the letting of construction for the Project, this Agreement is not subject to termination.

7. Dispute Resolution

- A. In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, the Parties agree to submit the dispute to mediation.
- B. In the event either Party desires to mediate any dispute, that Party shall notify the other in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.
- C. All expenses associated with mediation shall be shared 50 percent (50%) by each Party.

D. The requirement to seek mediation shall be a condition required before filing an action at law or in equity. Any such action shall be filed in a court of competent jurisdiction in Fort Bend County, Texas, and the laws of Texas shall apply.

8. Amendments

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

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. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

10. Notices

A. All notices to either Party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such Party at the following addresses:

County: Fort Bend County

Attn: County Judge

401 Jackson Street, First Floor

Richmond, Texas 77469

With a copy to: Fort Bend County Engineering

Attn: County Engineer 301 Jackson Street

Richmond, Texas 77469

District: Fort Bend County Municipal Utility District No. 134B

c/o Coats Rose, PC

9 Greenway Plaza, Suite 1000

Houston, Texas 77046

B. 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.

11. 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 respect, 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.

12. Responsibilities of the Parties

The Parties agree that neither Party is an agent, servant, or employee of the other Party and each Party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

13. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the County shall remain the property of the County. All data prepared under this Agreement shall be made available to the District without restriction or limitation on their further use.

14. Compliance with Laws

The Parties shall comply with all federal, county, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement.

15. Sole Agreement

This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

16. Inspection of Books and Records

The Parties shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to County and District, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, County and District and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

17. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the Party represented.

IN TESTIMONY HEREOF, the Parties hereto have caused these presents to be executed in duplicate counterparts.

	1-19-2023
Matthew Shepard, President	Date
Attest: WINCIPAL STANKTIN Hood, Secretary	
SN - /5/	
	 Date
FORT BEND COUNTY, TEXAS:	Date
FORT BEND COUNTY, TEXAS:	Date
FORT BEND COUNTY, TEXAS: KP George, County Judge	Date
FORT BEND COUNTY, TEXAS: KP George, County Judge Attest:	Date
FORT BEND COUNTY, TEXAS: KP George, County Judge	Date
FORT BEND COUNTY, TEXAS: KP George, County Judge Attest: Laura Richard, County Clerk	Date

EXHIBIT A

Decition | Set 24 Dec 2022 - 15 April - Spail home | prights Spailshow | Constitution of the State of Parison Principles of Parison Apartics & Security ASSES, Seed, Tarket, when Parison Repair Court des

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LUPROPEUNIS CONSTRUCTO SA 10 SZE.
LOCATION AND GRADE AND THAT THE
CONSTRUCTION WAS IN FULL COMPLUNCE WITH
THE CONTRACT DOCUMENTS

APPROVED FOR CONSTRUCTION

ENGINEER:

PAVEMENT REHABILITATION FOR F.B.C.M.U.D. NO.

LJA Engineering, Inc.
3600 W. Sam Houston Pawy S.
Saule 600
Houston Years 17042

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 134B FORT BEND COUNTY, TEXAS

CONSTRUCTION PLANS FOR

PAVING AND APPURTENANCES

TO SERVE

ALIANA PAVEMENT REHABILITATION

CITY OF HOUSTON E.T.J.





























