

INTERLOCAL AGREEMENT FOR COUNTY MANAGED PROJECT

(Blueridge Road – Project No. 20205)

THE STATE OF TEXAS §

§

COUNTY OF FORT BEND §

This Interlocal Agreement (“Agreement”) is made and entered into by and between FORT BEND COUNTY, TEXAS (the “County”), a political subdivision of the state of Texas, and the City of Houston, Texas (the “City”), a home-rule municipality. County and City may be collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”), which authorizes local governments to contract with one another to provide governmental functions, mutual aid, and services under the terms of the Act; and

WHEREAS, the Parties are each a local governmental entity and are authorized under the Act to provide certain governmental functions, including, but not limited to the provision of road and drainage improvements; and

WHEREAS, in order to improve mobility, County and City desire to improve a portion of Blueridge Road utilizing funds from the Fort Bend County Mobility Bond Project No. 20205, which funds may only be expended on city streets that are an integral part of or connecting link with county roads or state highways pursuant to Article III, Section 52 (b) and (c) of the Texas Constitution and Section 251.012 of the Texas Transportation Code; and

WHEREAS, the Parties assert that the portion of Blueridge Road to be improved under this Agreement is part of a city street that is an integral part of or a connecting link with a County road or state highway; and

WHEREAS, County and City have determined it would be in the best interest of County and City, and to the inhabitants thereof, that provisions be made for the improvement of Blueridge Road in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and mutual benefits, the Parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to outline the funding and project management obligations for the Project.
2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

3. Definitions.

- (a) “Project” means the improvements that are the subject of this Agreement including the roadway improvements provided in Section 4 below.
- (b) “Eligible Project Costs” means the costs, as determined by County in its sole discretion, for construction of the Project including: engineering design and services related to the completion of any Plans, Specifications, and Estimates (“PS&E”) for the Project; Project related drainage facilities; utility and pipeline conflicts; approved traffic control devices; sidewalks up to five feet (5’) wide consistent with current City Infrastructure Standards; and construction related services for such roadway improvements. Eligible Project Costs shall further include resolution of utility conflicts created by construction of Project elements and similar facilities proposed to be part of the Project.
- (c) “Non-Eligible Project Costs” shall mean any design and construction costs related to Project enhancements, all upgrades to the Project requested by City, and all other items that do not fall within the definition of Eligible Project Costs (as determined by County) including, but not limited to: landscaping; irrigation; lighting; hike and bike trails; reconstruction of utilities (except utility conflicts created by the construction of Project elements); and oversizing of water, sewer, and drainage facilities.
- (d) “Effective Date” means the date this Agreement is executed by the last signing Party hereto.

4. Project/ Scope of Work.

- (a) The Parties acknowledge and agree that this Scope of Work represents the general requirements for the Project to facilitate the completion of the design and construction of certain improvements to a portion of Blueridge Road beginning at the intersection of Rockergate Drive to South McHard Road Drive. Such improvements to Blueridge Road includes the design and construction of a 16-inch water line for the purpose of replacing the existing 16-inch AC water line as provided in the proposal dated May 20, 2024 attached hereto as “Exhibit A” and fully incorporated by reference herein.

5. Allocation of Project Costs.

- (a) City Project Costs: Notwithstanding anything to the contrary contained in this Agreement, City shall contribute funds for the Eligible Project Costs which costs are estimated at Two Million Fifty One Thousand One Hundred Twenty Seven and 00/100 Dollars (\$2,051,127.00) as provided in the cost estimate included in the proposal attached hereto as Exhibit A (the “Cost Estimate”). City further understands and agrees

that the Eligible Project Costs may be higher or lower than the Cost Estimate, depending on the needs of the Project. In any event, City shall contribute One Hundred percent (100%) of the Eligible Project Costs to County as follows:

- (1) Initial Payment: Within thirty (30) days of County's award of a Construction Contract as provided in Section 7 of this Agreement, City shall make an initial payment of \$2,051,127.00 to County (the "Initial Payment"), to the extent permitted by law. Upon receipt of the Initial Payment, County shall administer the Construction Contract for the benefit of the Parties as provided in Section 9 of this Agreement.
 - (2) Final Payment: Within thirty (30) days of Completion of the Project, County shall furnish City with a full accounting of the funds expended on the Project. Within thirty (30) days of City's acceptance of the full accounting provided by County, City shall remit payment to County for the total amount due for the work performed and completed on the Project, to the extent permitted by law.
 - (3) Excess Funds: If, during the course of full accounting of the Project referenced in section 5(a)(2) above, it is discovered that excess funds were received by County from City for the Project, County shall remit such excess funds that have not been used for the Project to City within thirty (30) days of County's full accounting of the Project.
- (b) Notwithstanding the foregoing or anything contained to the contrary herein, City understands and agrees that any funds expended by County for the Project shall be limited to Eligible Project Costs only. City shall be responsible for the funding of any and all Non-Eligible Project Costs, including the incremental cost of extending or upsizing any water, wastewater, and drainage facilities, if any. Such incremental cost shall be determined by an alternate bid based on different sizes of said water, wastewater, and drainage facilities. County shall notify City in writing as to which enhancements and improvements for the Project constitute Non-Eligible Project Costs. Upon receipt of County's notification, City shall provide written confirmation to County as to the scope of enhancements and improvements determined to be Non-Eligible Project Costs, and shall be responsible for the funding of the same upon receipt of invoice by County.
- (c) **LIMIT OF APPROPRIATION**
- (1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
 - (2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$2,051,127.00** to pay money due under this Agreement during the City's current fiscal year (the "Original Allocation"). The executive

and legislative officers of the City, in their discretion, may allocate supplemental funds (each a “Supplemental Allocation” and collectively, the “Supplemental Allocations”) for this Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies:

- (A) The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the Director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This Supplemental Allocation has been charged to such appropriation.

\$ _____

- (B) The Original Allocation plus all Supplemental Allocations are the “Allocated Funds.” The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides.

- (d) Changes and Amendments. The scope of the Project may be amended to include additional utilities, with no effect on the funding obligations of the City, as provided under the terms of this agreement, within the vicinity and intent of the Plan, only upon prior written approval of the Director of Public Works or his designee (Director of Public Works”) and the Fort Bend County Commissioners Court or its designee (“Commissioners Court”).

6. **Design and Specifications.** County shall select the design engineer and design all aspects of the Project in accordance with County standards and regulations. The plans and specifications shall be reviewed and approved by the Fort Bend County Engineer. City, upon reasonable notice to County, shall have the right and opportunity to review all documents pertaining to the design of the Project, including any maps, records, photographs, reports, and drawing affecting the construction of the Project. City shall provide any comments or feedback regarding the design of the Project to the County Engineer no later than thirty (30) calendar days after its

review. City acknowledges and agrees that the comments and feedback provided to County shall not be binding upon County, and the County Engineer, in his sole discretion, shall have the final determination regarding any comments or feedback received from the City for the design of the Project.

7. **Competitive Bid and Award.** Upon completion of final plans and specifications, County will advertise for competitive bids for construction of the Project (together or in separate contracts) in accordance with requirements applicable to County. Upon receipt of bids for the Project, County will notify the City of the amount of the recommended bid ("Notice of Bid"). If the City desires to object to the award of the contract, it must provide written notice to County within fifteen (15) days of City's receipt of the Notice of Bid. Otherwise, the City will be deemed to have approved the award of the contract to the lowest responsible bidder, in County's judgment, who would be most advantageous to the Parties and would result in the best and most economical completion of the Project. County will enter into a contract with the qualified bidder ("Construction Contract"), which may be subject to change orders that increase, decrease, or otherwise alter the Project Costs under such contract. If County constructs the Project in multiple contracts, the provisions of this Agreement shall apply to each Construction Contract.
8. **Insurance Requirements.** County will require its Contractor's insurance policies to name City, in addition to County, as an Additional Insured on all policies except for Worker's Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (c) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
9. **Construction of the Project.** After awarding the Construction Contract, County shall administer the Construction Contract for the benefit of the Parties. County shall provide on-site inspection of the construction of the Project in accordance with the terms of the Construction Contract(s). The City shall have access at all reasonable times to the Project construction site(s) and to all relevant drawings, specifications, contract documents, and records in order to verify that Project utilities are being constructed in compliance with this Agreement. Provided, however, that in conducting such investigations and/or inspections, the City shall not interfere with the work in progress. County shall approve or deny all applications for payment and requests for

extensions of time and shall pay all valid pay applications issued under the Construction Contract(s). County shall approve or deny all change orders submitted under the Construction Contract(s). County shall have the right to terminate the Construction Contract(s) and to enforce its remedies thereunder, as determined by County to be necessary. In the event of any such termination, County shall have the right to complete and/or cause the completion of the Project itself and/or through such other contractor(s) as County determines to be appropriate; provided that all work done in connection with such completion shall be in compliance with County's standards for road work. The costs of any necessary and approved completion work shall be considered part of the Project.

10. **Administration of County Funds.** The County's sole financial obligation under this Agreement is to provide funding in advance for the Project until City reimburses, to the extent permitted by law, County in full as provided in Section 5 of this Agreement. City understands and agrees that any initial funds provided by County are from a Mobility Road Bond initiative and no other funds will be available, regardless and irrespective of any cost overruns or unanticipated expenditures.
11. **Appropriation of Funds.** Each Party represents and warrants to the other that, as of the Effective Date of this Agreement, the governing body of each Party hereto has identified, appropriated, and set aside sufficient monies to fund the costs of the Project pursuant to the terms of this Agreement.
12. **Completion of the Project; Maintenance/ Ownership of Project Improvements.** Completion of the Project shall occur upon the Parties' final inspection of the Project and certified as complete by the County Engineer. Upon Completion of the Project, County, at its sole cost and expense, shall be responsible for the perpetual maintenance and repair of any portion of the Project, and any related improvements thereof, that extend beyond the Houston city limits boundary line. Upon Completion of the Project, City, at its sole cost and expense, shall be responsible for the perpetual maintenance and repair for any portion of the Project, including any related improvements thereof, located within the Houston city limits, including all improvements constructed for the roadways and respective segments identified in Section 4 of this Agreement. City's maintenance and repair obligations under this Section shall survive the termination of this Agreement, however caused, and shall further include any portion of the Project that may be annexed in the future within the boundaries of the Houston city limits.
13. **Inspection and Deficiencies.** City shall have the right to enter the Project Site and inspect the work performed by County for the Project. Within twenty (20) business days of completion of the Project, City shall notify County in writing of any complaints regarding any deficiencies and the quality of workmanship by County for the Project. County shall address and correct such deficiencies within a reasonable time, if the County Engineer determines that such deficiencies are actionable under the terms of the County's Construction Contract(s). Notwithstanding the foregoing, all final decisions regarding the correction of any deficiencies shall be at the County's sole discretion.

14. **Time for Performance and Termination.**

- (a) County shall initiate the construction of the Project no later than July 1, 2025 and such construction shall be completed on or before October 1, 2026. Such timeframes and deadlines may be extended by written amendment of the Parties.
- (b) County, in its sole discretion, may elect to forgo construction of the Project at any time prior to award of the Construction Contract(s). County shall provide written notice to City of its decision to forgo such construction, and shall refund any amounts provided by City that have not been expended for the Project, if any. County shall further provide the PS&E to City for City's construction of the Project.

15. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than thirty (30) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

16. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be properly addressed and sent via personal delivery, US first class postage prepaid, registered or certified mail, return receipt requested, Federal Express, Express Mail, or other overnight delivery service as follows:

If to County: Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson St., 4th Floor
Richmond, Texas 77469

And

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

If to City:

City of Houston
Attn: Director, Houston Public Works
P.O. Box 1562
Houston, Texas 77251

17. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes any and all previous agreements, written or oral, pertaining to the subject matter of this Agreement. This Agreement may only be amended or modified by written agreement executed by both Parties. **IT IS ACKNOWLEDGED BY BOTH PARTIES THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE GOVERNING BODY OF EACH PARTY.**
18. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party to this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.
19. **Benefit.** This Agreement shall be for the sole and exclusive benefit of County and City and shall not be construed to confer any benefit or right upon any other party.
20. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas and the City of Houston. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas or Harris County, Texas.
21. **Assignment.** Neither Party may assign its rights, duties, or obligations hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.
22. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
23. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
24. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate

this writing, that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature, and that such signatures shall have the same force and effect as the use of manual signatures.

25. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.
26. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CITY ACKNOWLEDGES THAT FORT BEND COUNTY, TEXAS IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
27. **Authorization.** This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each Party, as evidenced by the signature of the appropriate authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party further represents that, by execution of this Agreement, it has been duly authorized by its governing body or other appropriate authority from whom such Party is legally bound to obtain authorization.

{EXECUTION PAGE FOLLOWS}

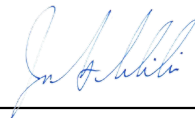
FORT BEND COUNTY, TEXAS

KP George, County Judge
Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, P.E.,
County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to
accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

CITY:
THE CITY OF HOUSTON, TEXAS
Signed by:

Mayor

ATTEST/SEAL:

City Secretary

APPROVED:

Director, Houston Public Works

COUNTERSIGNED BY:

City Controller

DATE COUNTERSIGNED:

APPROVED AS TO FORM:

Assistant City Attorney

L.D. File No. _____

EXHIBIT A

(Follows Behind)



3300 S. Gessner Rd.
Suite 249
Houston, Texas 77063
T-713-706-4414
F-713-706-4410

May 20, 2024

Mr. Stacy Slawinsky, P.E.
Attn: Mr. Gabriel Odreman, P.E., PMP
Project Manager - RPS/North America
575 N. Dairy Ashford, Suite 700
Houston, Texas 77079

Re: Fort Bend County 2020 Mobility Bond Program
Blueridge Road Widening from Rockergate Drive to South McHard Road
Project No 20205

Subject: 16" Water Line Design Fee Proposal

Dear Mr. Odreman:

Attached is fee proposal for design of 16-inch water line, to replace existing 16-inch AC water line. The fee proposal is in the amount of One Hundred Fifty-Three Thousand Four Hundred Forty-Seven Dollars and Zero Cents (\$153,447.00). The scope of work is to add the design of 16" water line to existing scope of work for Blueridge Road Widening from Rockergate Drive to South McHard Road. The scope of work will include Phase I, Phase II and Phase III Engineering Services with the following deliverables:

Deliverables

The followings are the deliverables associated with 16-inch water line design:

- 1) Provide the design of 16-inch water line in all phases of design submittals
- 2) The deliverables will be included to the Blueridge road Widening from Rockergate Drive to South McHard Road.

The deliverables associated with 16-inch water line design are within the proposed roadway required design delivery consisting of Preliminary Design, Final Design, Bid and Construction Phase Services and additional services. The attached 16-inch Water Line fee proposal is broken down to show the items that constitute the fee proposal.

We look forward to working and completing this very important Fort Bend County project. If you have any questions, please let me know.

Yours Sincerely,
FCM Engineers, PC



Dr. Frank C. Mbachu, P.E., DEE
President

FCM/mh

cc: FCM file #2021061

Item No.	Task Description	Estimated Man-hours	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer	Cadd Technician	Clerical
1	Preliminary Engineering Services	170	2	12	36	40	80	0
2	60% Plan and Profile	316	4	24	72	96	120	0
3	90% Plan and Profile	183	3	16	36	48	80	0
4	100% Plan and Profile	76	2	6	12	20	36	0
5	Receive and Address 60%, 90% Comments	34	0	6	8	8	12	0
6	Standard Details, specifications,	26	0	2	4	4	8	8
7	Construction cost estimate and Revisions for Water Line	9	0	2	3	4	0	0
8	Prebid Services	6	0	2	2	2	0	0
9	Construction Phase Services	120	0	24	32	48	16	0

Design Total Hours 940 11 94 205 270 352 8

LABOR COST \$240.00 \$225.00 \$195.00 \$165.00 \$96.00 \$90.00

TOTAL LABOR COST (Total Hrs x Labor) \$142,827.00 \$2,640.00 \$21,150.00 \$39,975.00 \$44,550.00 \$33,792.00 \$720.00

10	Project Management	4	0	4	0	0	0	0
11	QA/QC	6		2	2	2		
12	Coordination Meeting with COH, Drainage District and HCFCD	24	0	12	12	0		
12	Coordination Meeting with Program Manager	18	0	6	6	6	0	0

Administrative Total Hours 52 0 24 20 8 0

LABOR COST \$240.00 \$225.00 \$195.00 \$165.00 \$96.00 \$90.00

TOTAL LABOR COST (Total Hrs x Labor) \$10,620.00 \$0.00 \$5,400.00 \$3,900.00 \$1,320.00 \$0.00

TOTAL HOURS 992 11 118 225 278 352 8

ADDITIONAL DESIGN FEE \$153,447.00



BLUERIDGE DRIVE WIDENING FROM ROCKERGATE DRIVE TO MCHARD ROAD
FORT BEND COUNTY 2020 MOBILITY BOND PROGRAM
16" AC. Water Line Replacement

Item No.	Spec Sec	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in Figures
UNIT PRICE TABLE FOR REPLACEMENT OF 16" AC WATERLINE						
1	02511	16-inch diameter water line by trenchless construction with/without restrained joints	LF	4,200	\$ 300.00	\$ 1,260,000.00
2	02511	16-inch diameter DIP water line by trenchless construction with/without restrained joints	LF	400	\$ 350.00	\$ 140,000.00
3	02513	16-inch diameter Wet Connection	EA	1	\$ 5,000.00	\$ 5,000.00
4	02516	Cut, plug, and abandon existing 12-inch diameter water line	EA	1	\$ 2,500.00	\$ 2,500.00
5	02516	Cut, plug, and abandon existing 16-inch diameter water line	EA	2	\$ 3,000.00	\$ 6,000.00
6	02520	Fire hydrant assembly, all depths including 6-inch gate valve	EA	14	\$ 8,600.00	\$ 120,400.00
7	02520	6-inch diameter fire hydrant branch	LF	70	\$ 100.00	\$ 7,000.00
8	02520	Remove and salvage existing fire hydrant	EA	9	\$ 1,500.00	\$ 13,500.00
9	02525	16-inch by 12-inch diameter tapping sleeve and valve with box	EA	1	\$ 12,000.00	\$ 12,000.00
10	02525	16-inch by 16-inch diameter tapping sleeve and valve with box	EA	1	\$ 15,000.00	\$ 15,000.00
Waterline Items Total					\$	1,581,400.00
					Contingency (20%)	\$ 316,280.00
					TOTAL WATERLINE COST	\$ 1,897,680.00