

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR CONTRIBUTION TO
DESIGN AND CONSTRUCTION OF CINCO RANCH BOULEVARD UNDERPASS**

This Interlocal Agreement for Contribution for Design and Construction of Cinco Ranch Boulevard Underpass (this "Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act"), by and between Fort Bend County, Texas (the "County"), a body corporate and politic under the laws of the State of Texas acting by and through its Commissioners Court, and Willow Fork Drainage District (the "District"), a political subdivision of the State of Texas. The County and the District may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS:

WHEREAS, the County is a local government as defined by the Act with authority to maintain public right of way, and as such is lawfully permitted to enter into an Interlocal Agreement; and

WHEREAS, the District has been created and organized for the purposes, among others, of protecting, preserving, and restoring the purity and sanitary condition of water within the State, and has the authority pursuant to Chapters 49 and 51 of the Texas Water Code, as amended, to finance, develop and maintain parkways, greenbelts, sidewalks, trails and other recreational facilities for its residents, and as such, is lawfully permitted to enter an Interlocal Agreement; and

WHEREAS, in order to improve mobility, County and District desire to improve a portion of Cinco Ranch Blvd utilizing funds from the Fort Bend County Mobility Bond Project No. 20308, which funds may only be expended on 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 the roadway(s) to be improved under this Agreement is a part of a street that is an integral part of or a connecting link with a County road or state highway; and

WHEREAS, the District desires to design and construct a pedestrian underpass under Cinco Ranch Boulevard at Buffalo Bayou for an estimated cost of \$715,000, as shown on the attached Exhibit A (the "Cinco Ranch Boulevard Underpass"); and

WHEREAS, as part of Mobility Bond Project No. 20308 for sidewalk improvements, the County desires to contribute \$245,300.00 toward the cost for the Cinco Ranch Boulevard underpass, under the terms and conditions provided herein; and

WHEREAS, the Parties believe it is in their respective best interests to enter into this Agreement setting forth the terms and conditions pursuant to which the District will design and construct the Cinco Ranch Boulevard Underpass and the County will contribute to the costs of same; and

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

AGREEMENT:

1. Purpose of the Agreement. The purpose of this Agreement is to outline the funding and other obligations related to the design and construction of the Cinco Ranch Boulevard Underpass (the "Project"), as shown on the attached Exhibit A.
2. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into this Agreement.
3. District's Rights and Obligations.
 - A. The District is responsible for the design and construction of the Project pursuant to all applicable state and federal laws, and shall submit the plans for the Project to the County and all other applicable agencies for their approval prior to advertising the project for bids.

- B. The District shall submit monthly reports to the County describing in sufficient detail the progress of the Project. Reports received by the District from contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as the District has reviewed and confirmed the accuracy of such reports.
- C. District shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of District for the purpose of verifying the work performed for the Project. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four years.
- D. Within thirty (30) days of completion of the design of the Project, the District will furnish the County a request for payment of the County's \$245,300.00 share of the Project.
- E. Within thirty (30) days of completion of the construction of the Project, including completion of the County's final inspection thereof, the District will furnish the County a full accounting of the actual costs of the design and construction of the Project.
- F. The District will coordinate with the County to schedule the final inspection at a mutually agreeable time and date.
- G. Prior to the commencement of construction of the Project, District will require its contractor's insurance policies to name County and individual members of Commissioners Court, in addition to District, as 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:
 - (1) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (2) 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.

- (3) 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.

District may require insurance in excess of the amount of coverage set out above, as it deems necessary. In such cases, the County and the members of Commissioners Court shall remain an additional insured. District shall provide the County with proof of insurance required under this section within thirty (30) days of District's award of any construction contracts for any work performed under this Agreement.

4. County's Rights and Obligations.

- A. During the work on the Project, the County shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections, the County shall not interfere with the work in progress. Any deficiencies brought to the attention of the District by the County shall be promptly addressed by the District.
- B. The County shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by the County shall be promptly addressed by the District. Upon completion of the final inspection, and resolution of noted deficiencies, if any, the County shall notify the District in writing verifying its satisfaction of the work performed.
- C. The County's sole obligation with regards to the design and construction of the Project under this Agreement is to contribute Two Hundred Forty Five Thousand Three Hundred and 00/100 Dollars (\$245,300.00) (the "County Share") toward the actual design and construction costs of the Project as provided herein. District understands and agrees that no other funds will be available from County, regardless and irrespective of any cost overruns or unanticipated expenditures for the Project. District further understands and agrees that the funds provided by County are from a mobility road bond

initiative and as such, the County Share is limited to the costs, as determined by County in its sole discretion, for the design and construction of the Project including: engineering design and services related to the completion of any Plans, Specifications, and Estimates 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 County Infrastructure Standards; and construction related services for such roadway improvements. The County Share shall further include resolution of utility conflicts created by construction of Project elements and similar facilities proposed to be part of the Project. The County Share shall not include any design and construction costs related to Project enhancements, all upgrades to the Project proposed by District, and all other items that do not fall within the definition of the County Share (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. District understands and agrees that County shall have available for the Project the total maximum sum of \$245,300.00 for the County Share only. District does further understand and agree that the total maximum funding that County shall contribute for the County Share will not under any condition, circumstance, or interpretation hereof exceed \$245,300.00.

E. Within forty-five (45) days of the District's issuance of a request for payment of the County Share, the County shall forward payment for the County Share to the District.

5. Liability. The County and the District are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either party's sovereign immunity. Each Party warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act. Each Party is solely responsible for the actions and omissions of its employees and officers. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

6. Maintenance. Upon completion of the Project, the District will maintain the Project. In no event shall the County have any obligation for ongoing maintenance or funding for repairs of the Project; provided, however, that this Agreement shall not affect the County's maintenance responsibility for Cinco Ranch Boulevard, which the County shall continue to maintain in the same manner as all roads accepted by the County that are included in the County's road log.

7. Period of the Agreement and Termination.

- A. This Agreement becomes effective on the date signed by the last Party and shall remain in effect until completion of the Project, which completion shall occur no later than December 31, 2028, or within such time as may be extended by written amendment of the Parties.
- B. The County may terminate this Agreement at any time prior to completion of design of the Project, and at no cost to the District, by providing written notice of same to the District.
- C. In the event District determines the Project lacks feasibility or for any other reason elects to forego the construction of the Project, then District shall provide written notice to County of such determination or decision and the Agreement shall automatically terminate. In the event District fails to complete the construction of the Project within the timeframes provided above, then District shall provide written notice to County of such failure. County, in its sole discretion, may elect to either proceed with its obligations under this Agreement, notwithstanding such delay, or terminate this Agreement and re-allocate its contributions hereunder to other County projects.
- D. Upon termination of this Agreement as provided in this Section, District shall refund any funds provided by County within forty-five (45) days of said termination.
- E. Notwithstanding the foregoing, the District's maintenance obligations described in the preceding Section shall survive the termination or expiration of this Agreement.

8. 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.

9. Miscellaneous.

A. In addition to specific obligations within this Agreement, each Party generally agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request in order to achieve the intentions and objectives of this Agreement.

B. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

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

With a copy to: Fort Bend County Engineering
Attention: County Engineer
301 Jackson St., 4th Floor
Richmond, Texas 77469

District: Willow Fork Drainage District
Attention: Katie Carner
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

C. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. This Agreement may only be amended by a written instrument signed by both Parties.

- D. If any provision 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 provision and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.
- E. This Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including, without limitation, any resident of any Party.
- F. 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.
- G. Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.
- H. The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but the obligation with respect to such future performance shall continue in full force and effect.
- I. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. 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.
- J. BY ACCEPTANCE OF THIS AGREEMENT, DISTRICT 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.

K. The governing body of each Party has authorized its execution and the Agreement has been approved at a duly called and posted meeting, as applicable.

IN TESTIMONY HEREOF, the Parties have executed this Agreement in multiple counterparts.

FORT BEND COUNTY, TEXAS

KP George, Fort Bend County Judge

Date: _____

Attest:

Laura Richard, County Clerk

Approved:



J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

WILLOW FORK DRAINAGE DISTRICT

President, Board of Directors

Date: April 15, 2025

Attest:

Saul Abbell
Secretary, Board of Directors

EXHIBIT A

Willow Fork Drainage District - Cinco Ranch Boulevard at Buffalo Bayou Underpass
Estimate of Probable Construction Costs
March 21, 2023

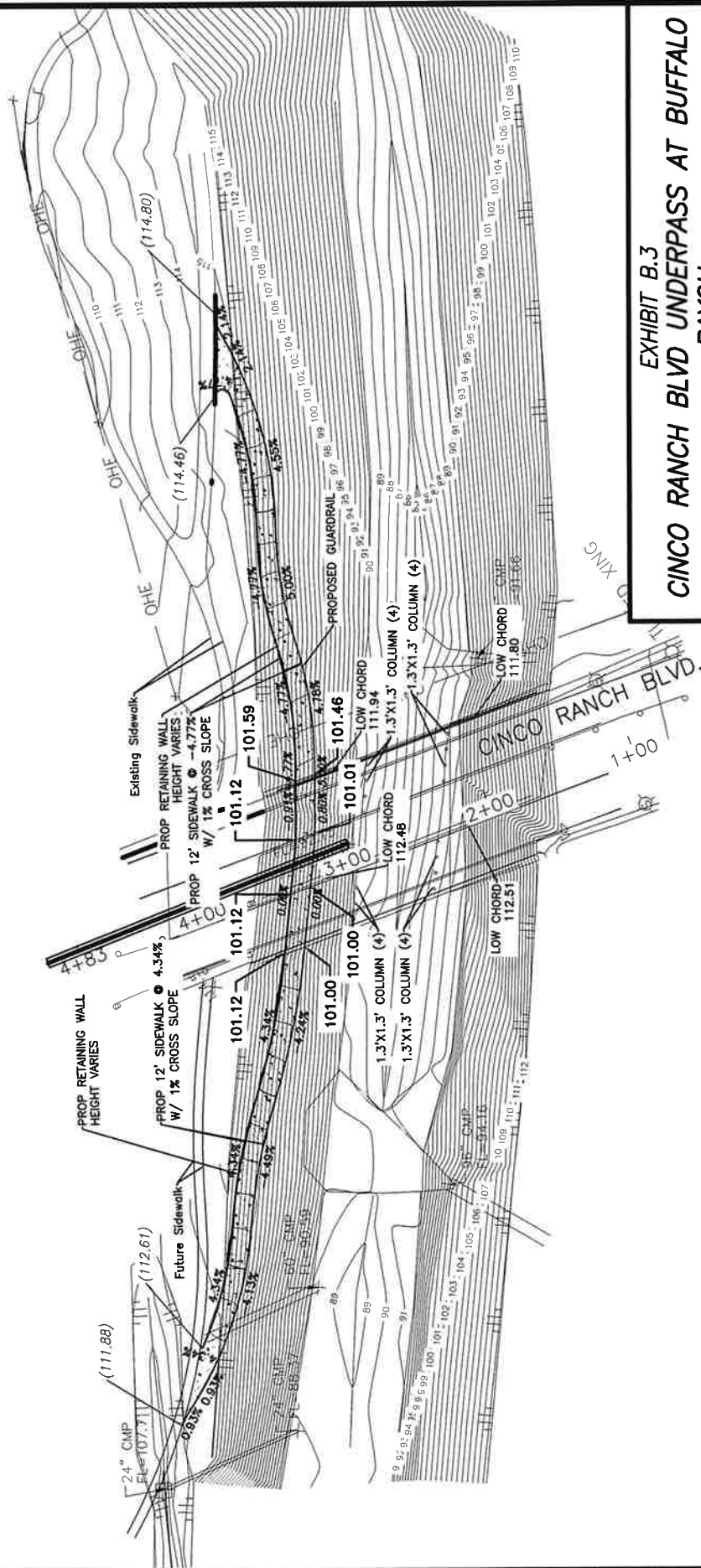
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
PAVING ITEMS				
12' WIDE 6" THICK REINFORCED CONCRETE SIDEWALK PER DETAILS ON SHEET 6, COMPLETE IN PLACE	1,200	SY	\$ 110.00	\$ 132,000.00
TYPE C-2 CURB - 18" TO 48" MAX HEIGHT PER TEXAS DEPARTMENT OF TRANSPORTATION MISCELLANEOUS CURB AND SIDEWALK DETAILS, INCLUDES EXPANSION JOINT TIE IN TO PROPOSED 4" REINFORCED CONCRETE SLOPE PAVING, COMPLETE IN PLACE	550	LF	\$ 150.00	\$ 82,500.00
TYPE C-1 CURB - 18" MAX HEIGHT PER TEXAS DEPARTMENT OF TRANSPORTATION MISCELLANEOUS CURB AND SIDEWALK DETAILS, INCLUDES EXPANSION JOINT TIE IN TO PROPOSED 4" REINFORCED CONCRETE SLOPE PAVING AND TIE DOWN AT END POINTS TO 3" HEIGHT, COMPLETE IN PLACE	195	LF	\$ 100.00	\$ 19,500.00
TYPE "PR11" PEDESTRIAN HANDRAIL PER TEXAS DEPARTMENT OF TRANSPORTATION DETAILS AS SHOWN ON SHEET 11, INCLUDES ADDITIONAL CONCRETE & EXPANSION JOINT AS SHOWN ON SHEET 04 FOR SIDEWALK PAVEMENT HEADER, POURED MONOLITHICALLY WITH PROPOSED 10' SIDEWALK, COMPLETE IN PLACE	800	LF	\$ 150.00	\$ 120,000.00
REMOVAL OF EXISTING 4-INCH REINFORCED CONCRETE SLOPE PAVING BELOW CINCO RANCH BOULEVARD BRIDGE STRUCTURE, INCLUDES TEMPORARY SHORING AS NECESSARY TO MAINTAIN STABILITY OF SLOPE PAVING UNTIL C-2 CURB IS IN PLACE, COMPLETE IN PLACE	445	SY	\$ 52.00	\$ 23,140.00
REPLACEMENT OF 4-INCH REINFORCED CONCRETE SLOPE PAVING BELOW FRY ROAD BRIDGE STRUCTURE AFTER CONSTRUCTION OF PROPOSED CONCRETE JUNCTION BOX, INCLUDES EXPANSION JOINT TIE IN TO REMAINING EXISTING CONCRETE SLOPE PAVING NEAR EXISTING DITCH CENTER AND UPSTREAM EXISTING BRIDGE PILE CAPS/ABUTMENTS, COMPLETE IN PLACE	297	SY	\$ 130.00	\$ 38,610.00
EXCAVATION PER TYPICAL DITCH AND SIDEWALK SECTIONS, INCLUDES FINAL GRADING, STRIPPING, STOCKPILING OF STRIPPINGS, AND REAPPLYING STRIPPINGS TO EXCAVATED AREA, COMPLETE IN PLACE	2,000	CY	\$ 18.20	\$ 36,400.00
HAUL, PLACE AND COMPACT SUITABLE EXCESS EXCAVATION TO BE USED FOR EMBANKMENT AND BACKFILL. ANY REMAINING SUITABLE FILL MATERIAL SHALL BE HAULED OFFSITE (SEPARATE PAY ITEM), BID ITEM INCLUDES STRIPPING, STOCKPILING OF STRIPPINGS, DEMUCKING AS NECESSARY, PROOFROLL, FINAL GRADING AND REAPPLICATION OF STRIPPINGS, COMPLETE IN PLACE	200	CY	\$ 16.90	\$ 3,380.00
HAUL AND DISPOSAL OF EXCESS EXCAVATED MATERIAL FROM SIDEWALK AND RETAINING WALL EXCAVATION, THE MATERIAL BECOMES THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN A LEGAL MANNER. THE CONTRACTOR TO PROVIDE LOCATION(S) OF THE DISPOSAL, WHICH SHALL NOT BE PLACED IN THE FLOODPLAIN OR OTHER ENVIRONMENTALLY SENSITIVE AREAS WITHOUT REQUIRED PERMITS FOR DISPOSAL	1,800	CY	\$ 19.50	\$ 35,100.00
SUBTOTAL PAVING ITEMS			\$	490,530.00

Willow Fork Drainage District - Cinco Ranch Boulevard at Buffalo Bayou Underpass
Estimate of Probable Construction Costs
March 21, 2023

Description	Quantity	Unit	Unit Cost	Total
MISCELLANEOUS ITEMS				
INLET PROTECTION BARRIERS, SWMHCA SPECIFICATION NO.4511, (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), TO BE USED AT ALL EXISTING CURB INLETS AND AREA DRAINS WITHIN PROJECT AREA AND AT ALL CONSTRUCTION ENTRANCES, COMPLETE IN PLACE	1	EA	\$ 130.00	\$ 130.00
INSTALLATION AND REMOVAL OF REINFORCED FILTER FABRIC FENCE (BACK OF CURB), SWMHCA SPECIFICATIONS NO. 4311, AS DIRECTED BY THE ENGINEER, COMPLETE IN PLACE	1,000	LF	\$ 2.28	\$ 2,275.00
MOBILIZATION, INCLUDES BONDS, INSURANCE, CONSTRUCTION PERMITS, ETC., COMPLETE IN PLACE	1	LS	\$ 15,000.00	\$ 15,000.00
IMPLEMENTATION OF TPDES STORM WATER POLLUTION PREVENTION PLANS AS REQUIRED BY TCEQ, INCLUDES N.O.I. & N.O.T. SUBMITTALS & WEEKLY REPORTS, STABILIZED CONSTRUCTION EXIT, INLET PROTECTION, COMPLETE IN PLACE	1	EA	\$ 10,000.00	\$ 10,000.00
TEMPORARY TRAFFIC CONTROL AND SIGNAGE FOR SITE PER TXDOT STANDARDS, COMPLETE IN PLACE	1	LS	\$ 5,200.00	\$ 5,200.00
TRAIL SIGNAGE, INCLUDING CAUTION SIGNS AND TRAIL WAYFINDING SIGNS, INCLUDES POLE AND MOUNTING IN ACCORDANCE WITH TXDOT REQUIREMENTS, COMPLETE IN PLACE	4	EA	\$ 500.00	\$ 2,000.00
PERMANENT TRAIL COUNTERS	1	LS	\$ 8,000.00	\$ 8,000.00
HYDRO-MULCH SEEDING, (TO BE USED ONLY AT THE DIRECTION OF THE ENGINEER), COMPLETE IN PLACE	1.00	AC	\$ 2,500.00	\$ 2,500.00
SUBTOTAL MISCELLANEOUS ITEMS			\$	45,105.00
SUBTOTAL OVERALL CONSTRUCTION COSTS			\$	535,735.00
CONTINGENCY (5% SUBTOTAL CONSTRUCTION COST)			\$	26,786.75
TOTAL ESTIMATED CONSTRUCTION COSTS			\$	562,521.75
FINAL ENGINEERING DESIGN, APPROVALS, AND AGREEMENTS¹			\$	87,000.00
CONSTRUCTION PHASE SERVICES²			\$	86,500.00
TOTAL ESTIMATED PROJECT COSTS			\$	736,021.75

NOTE 1: TOTAL FEE FOR DESIGN PHASE SERVICES INCLUDES \$5,000 FOR SUPPLEMENTAL TOPOGRAPHIC SURVEY, \$35,500 FOR ENGINEERING DESIGN, \$10,500 FOR APPROVALS, \$8,000 FOR BIDDING PHASE & SUBCONSULTANT INVESTIGATIVE GEOTECHNICAL SERVICES OF \$8,000.
NOTE 2: TOTAL FEE FOR CONSTRUCTION PHASE SERVICES INCLUDES \$15,000 FOR CONTRACT ADMINISTRATION, \$45,000 FOR PROJECT REPRESENTATION & ESTIMATED SUBCONSULTANT GEOTECHNICAL MATERIALS TESTING SERVICES OF \$25,500 (EXACT VALUE TO BE NEGOTIATED PRECEDING CONSTRUCTION PHASE).

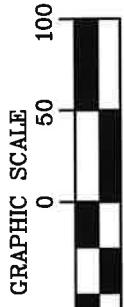




LJA Engineering, Inc.

2929 Briarpark Drive
Suite 600
Houston, Texas 77042

 $00' + 0$



125

120

115

110

105

100

95

90

85

125

120

115

110

105

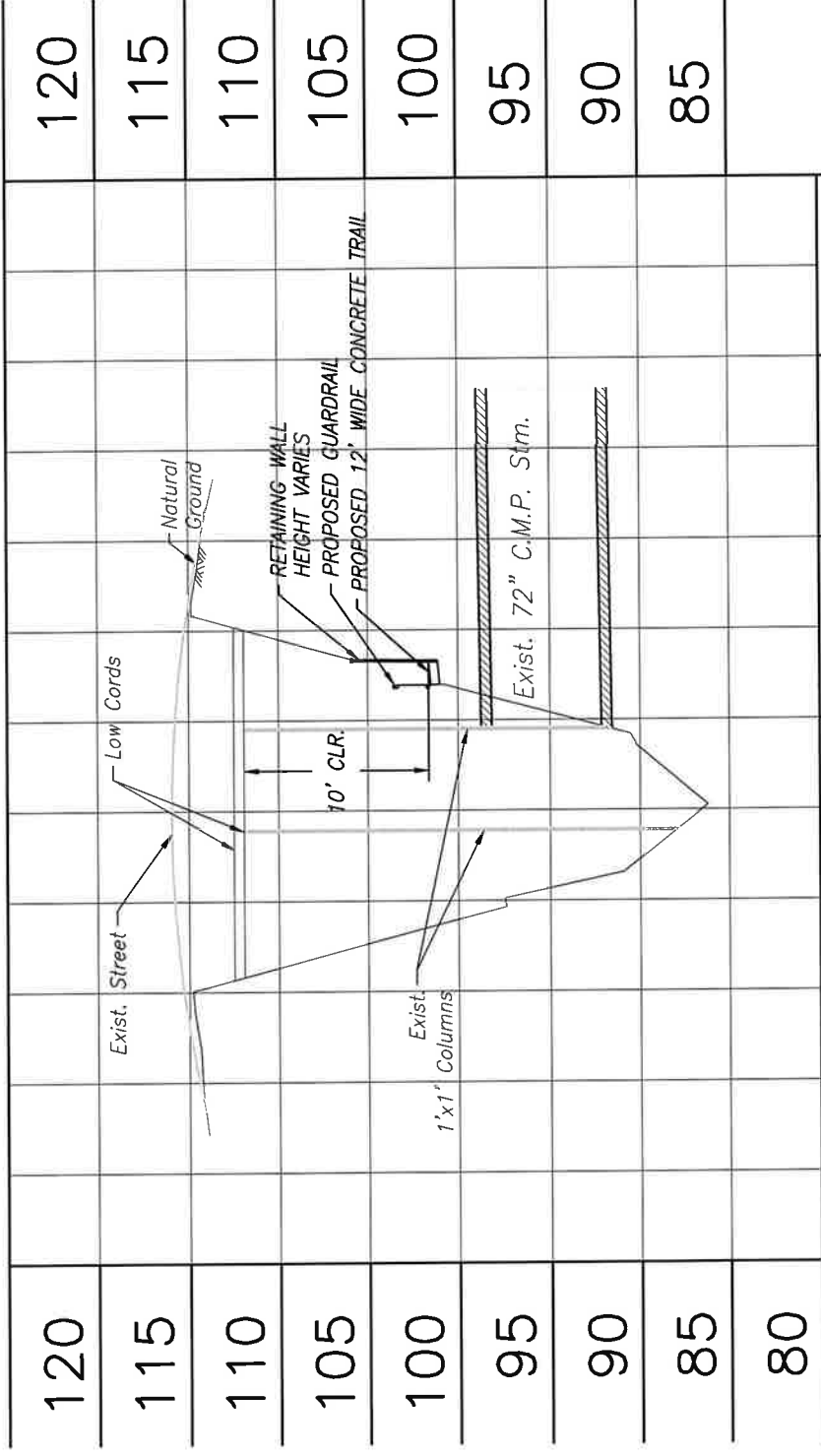
100

95

90

85

80



1+00 2+00 3+00 4+00 5+00 6+00

EXHIBIT B.4
CINCO RANCH BLVD UNDERPASS AT BUFFALO
BAYOU
 CROSS SECTION
LJA Engineering, Inc.
 2929 Briarpark Drive
 Suite 600
 Houston, Texas 77042
 Phone 713.953.5200
 Fax 713.953.5026
 FRN - F-1386