

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

**INTERLOCAL AGREEMENT
FOR EXPANSION OF FRONT STREET**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between the CITY OF RICHMOND, a municipal corporation of the State of Texas, principally situated in Fort Bend County, acting by and through its City Commission, (“City”), and FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court (“County.”)

RECITALS

WHEREAS, City owns and operates a system of streets and roadways within Fort Bend County for public use and benefit, including Front Street; and

WHEREAS, the project contemplated in this Agreement is the street or road improvements and associated drainage for Front Street as illustrated in Exhibit A, hereinafter referred to as the “Project;” and

WHEREAS, construction of the Project will improve traffic flow/circulation and drainage in the service area, and such Project is desired by City and County; and

WHEREAS, City and County agree that the Project contemplated in this Agreement is part of a city street that is an integral part of or a connecting link with county with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

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

WHEREAS, City and County are agreeable to undertake the Project, provided the parties agree to assume certain responsibilities associated with the development of the Project; and

WHEREAS, the governing body of City has duly authorized this Agreement and the governing body of County has duly authorized this Agreement;

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

6/1/12 2 originals returned to Paulette at Engineering

**I.
INCORPORATION OF PREAMBLE**

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

**II.
DEFINITIONS**

City means the City of Richmond, Texas.

County means Fort Bend County, Texas.

Project means the expansion of Front Street from Williams Way to Fort Street, including Fort Street from 2nd Street (Loop 762) to Front Street, Austin Street from 2nd Street to Front Street, and 2nd Street from Austin Street to Fort Street, according to the drawings and specifications approved by County and City.

**III.
COUNTY'S OBLIGATIONS**

- A. The parties agree that County shall be solely responsible for taking all actions necessary to complete the Project in compliance with the engineering plans and specifications and all applicable state and federal laws. County further warrants that it will timely complete the Project.
- B. County shall advertise for and receive bids for the construction of the Project pursuant to the usual and customary procedures of County, in accordance with the plans, drawings and specifications approved by City's Engineer and in compliance with all competitive bidding statutes applicable to City and County.
- C. County reserves the right to reject all bids. In such event, County may either re-advertise for bids in accordance with the approved plans, drawings and specifications or terminate this Agreement as provided herein. If this Agreement is terminated, County will refund all amounts provided by City upon 30 days' written notice to County.
- D. County's determination of the lowest responsible bid for the Project shall be final and conclusive.
- E. County shall be responsible for the cost of administration of the construction contract.
- F. County agrees to make or cause to be made all changes to the plans, drawings and specifications reasonably requested by City.
- G. County shall obtain all necessary approvals, permits and reviews from the Texas Department of Transportation for the Project.

**IV.
CITY'S RESPONSIBILITIES**

- A. City shall be responsible for the coordination, acquisition and/or donation of the right-of-way necessary for the Project, including any right-of-way owned by the Texas Department of

Transportation.

B. City shall be responsible for any costs associated with Section 4(A) above, including condemnation costs.

C. City shall reimburse County for all costs associated with the upgrade of City utilities that are not in conflict with the Project. City shall submit to County a written request for the upgrade of certain City utilities. County shall evaluate the request from the City and provide to City a written estimate. City shall have ten (10) business days to accept or reject the estimate. In the event City accepts the estimate from County, City shall provide payment to County of the full amount of the estimate within thirty (30) calendar days of City's receipt of the estimate. In the event the actual upgrade costs exceed the estimate provided by the County, City shall be responsible for actual upgrade costs and shall forward the balance of County within thirty (30) days of receipt of notice from the County. In the event the upgrade costs are less than the estimate provided by County, the difference shall be reimbursed to City within sixty (60) days of substantial completion of the Project.

D. City is not obligated to expend any further funds on the Project.

E. At all times during construction of the Project, City shall have full access to all of County's records and documentation pertaining to the Project.

V. TERM AND TERMINATION

City or County may terminate this Agreement, without cause, at any time prior to the letting of the contract for construction of the Project upon receipt by written notice to the other party. This Agreement is not subject to termination, cancellation or revocation by any party once the construction has commenced.

VI. INSURANCE REQUIREMENTS

County agrees that it will require Contractor's insurance policies name City as well as County as additional insureds on all policies, including, but without limitation, Worker's Compensation and Employer's Liability. Any such insurance policies shall include at least the following minimum coverage:

A. Worker's Compensation in the amount required by law. The policy shall include the All States Endorsement.

B. 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).

C. Comprehensive Automatic Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.

D. County may require insurance in excess of the amount of coverage set out above, as it deems necessary, in such cases City shall remain an additional insured. County will provide City with proof of insurance within 30 days of County's award of the contract for the Project construction.

**VII.
USE OF CITY RIGHT-OF-WAY**

City hereby grants to County the right to use City right-of-way, if any, upon which the project is to be constructed and City right-of-way, if any, immediately adjacent to the same for the purpose of constructing the Project.

**VIII.
OWNERSHIP AND MAINTENANCE OF ROAD**

Upon completion of the Project, City shall assume full responsibility for the maintenance and repair of Front Street within its city limits, to the same extent and in the same manner as for other like facilities of City.

**IX.
MISCELLANEOUS**

- A. No party hereto shall make in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the party.
- B. All services required pursuant to this Agreement that City or County must pay for will be paid from current bond funds or current revenues available to City or County.
- C. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between City and County, or as creating or establishing the relationship by either party as agent, representative, or employee of the other party for any purpose, or in any manner, whatsoever. The parties further agree that neither party is an agent, servant, or employee of the other party.
- D. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. Venue for any legal actions arising out of this Agreement shall lie exclusively in Fort Bend County, Texas.
- E. County agrees that it will be liable for only those claims under which liability is imposed on it by the Texas Tort Claims Act.
- F. City agrees it will be liable only for those claims under which liability is imposed on it by the Texas Tort Claims Act.
- G. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution or performance of this Agreement.

**X.
NOTICE**

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

City of Richmond
402 Morton Street
Richmond, Texas 77469
Attn: City Manager
(281) 342-5456
(281) 232-8626 fax

Fort Bend County Engineer
1124-52 Blume Road
P.O. Box 1449
Rosenberg, Texas 77471
(281) 342-3039
(281) 342-7366 fax

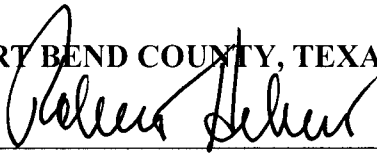
**XI.
EXECUTION**

- A. This Agreement has been executed by City and County upon and by the authority of an order or resolution passed at a property constituted meeting of their respective governing bodies.
- B. 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.
- C. The undersigned officers and/or agents are properly authorized to execute this contract on behalf of the Parties hereto, and each hereby certifies to the other that any necessary resolution or order extending such authority have been duly passed and are now in full force and effect. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

**SECTION XII.
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 signed by all parties hereto.


FORT BEND COUNTY, TEXAS



Robert Hebert, Fort Bend County Judge


Date 5-22-2012

ATTEST:



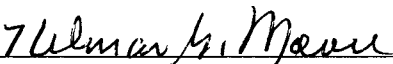
Dianne Wilson, Fort Bend County Clerk

Approved: COUNTY ENGINEER



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

CITY OF RICHMOND



Hilmar G. Moore, Mayor

Date: 5/21/12

ATTEST:



Mona Matak, City Secretary

