

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT WATER LINE RELOCATION

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 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 Water Control & Improvement District No. 2 ("District").

RECITALS

WHEREAS, County is in the process making improvements to Brand Lane, located in Fort Bend County, Texas, as part of the Fort Bend County 2007 Mobility Bond Program; and

WHEREAS, District has requested County's assistance to include relocation of District's water line so that it lies solely within the District's easement(s); and

WHEREAS, District has agreed to advance the funds to County sufficient to effectuate the relocation of the water line (the "Project"); and

WHEREAS, the construction of each project will improve the traffic flow/circulation, drainage, and potable water supply in the service area; and

WHEREAS, District agrees to advance, as set forth herein, the actual costs of the Project, including, design, cost of construction, construction management, construction inspection, and construction testing costs related to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits, the Parties agree as follows:

I. DEFINITIONS

- A. ***District*** means the Fort Bend County Water Control & Improvement District No. 2
- B. ***County*** means Fort Bend County, Texas.
- C. ***Project*** means relocation of District's water line on Brand Lane so that the water line lies mostly within the District's easements.

II.
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.

III.
COUNTY RIGHTS AND 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 prepared under the direction of the County Engineer and approved by the District Engineer 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, as a part of a larger project, pursuant to usual and customary procedures for County, in accordance with the plans, drawings and specifications approved by the District Engineer and in compliance with all competitive bidding statutes applicable to County, and shall be responsible for administration of the construction contract.

C. County reserves the right to reject all bids for construction of the Project. In such event, County may either re-advertise for bids in accordance with the approved plans, drawings and specifications or terminate Agreement as provided herein.

D. County's determinations of the lowest responsible bid for the Project shall be final and conclusive.

E. County agrees to make or cause to be made all changes to the plans, drawings and specifications reasonably requested by District.

F. Upon completion of the Project, but not later than ninety (90) days after the completion, County shall furnish to District with complete documentation and a full accounting of the funds expended on the Project. District may review County's records regarding the Project by providing written notice to County.

IV.
DISTRICT OBLIGATIONS

A. District's contribution to the Project includes reimbursement to County of actual construction costs and design/coordination fees, as described in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim.

B. Within thirty (30) calendar days of the District's approval of the construction contract for the Project, the District shall pay the County the amount of \$905,000 as presented in Exhibit "A," which includes \$23,512.00 reimbursement to County for design and coordination fees incurred by County's design consultant.

C. In the event the design/coordination fees and 100% of the construction cost of the Project exceeds \$905,000.00, the District shall pay additional funds necessary to satisfy said excess. District shall tender the additional funds to the County within thirty (30) days of receipt of notice from the County of the need for additional funds. District understands that any delays in the construction of the Project may cause costs of the Project to increase.

D. County shall provide a complete accounting of the Project, revised with actual construction contract bid costs within 90 days of the completion of the Project. In the event that the Project costs are less than \$905,000.00, County shall refund to the District any excess funds for the Project within 30 days of complete accounting.

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

V. TERM AND TERMINATION

A. This agreement shall commence upon execution of County and shall terminate 150 calendar days after County's final inspection and acceptance of the Project.

B. District or the 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. The parties shall thereafter have no obligation hereunder. This Agreement is not subject to termination, cancellation or revocation by any party once the construction has commenced.

VI. LIABILITY

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

VII. USE OF RIGHT-OF-WAY

District authorizes County to use County-owned right-of-way, if any, upon which each Project is to be constructed and District-held easement(s), if any, immediately adjacent to the same for the purpose of constructing the Project.

VIII. ASSIGNMENT

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 other party.

IX. NO THIRD PARTY BENEFICIARIES

The parties do not intend that any specific third party obtain a right by virtue of the execution or

performance of this Agreement.

X.
NOTICES

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

WCID No. 2.
2231 South Main
Stafford, Texas 77477

Fort Bend County
1124-52 Blume Road
P.O. Box 1449
Rosenberg, Texas 77471
Attn: Richard W. Stolleis, P.E., County Engineer

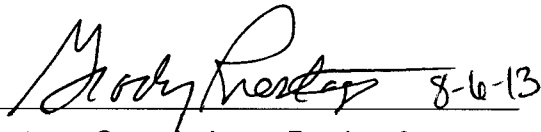
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XI.
ENTIRE AGREEMENT

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.


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

FORT BEND COUNTY, TEXAS

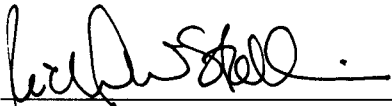
 8-6-13

Grady Prestage, Commissioner, Precinct 2
Presiding Officer of Commissioners Court, August 6, 2013

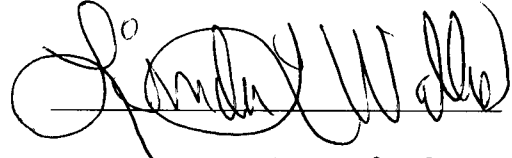
ATTEST:


Dianne Wilson, Fort Bend County Clerk

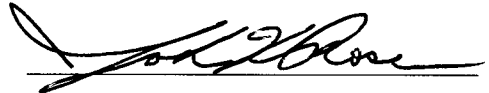
Approved:


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

**FORT BEND COUNTY
WATER CONTROL &
IMPROVEMENT DISTRICT No. 2**


Date: 7-26-2013

ATTEST:





I:MER/Interlocals/WCID NO. 2.Brand Lane Water Line Relocation.2013

Exhibit A

**PRELIMINARY COST ESTIMATE
FOR CONSTRUCTION OF
BRAND LANE WATERLINE IMPROVEMENTS
FOR
FORT BEND COUNTY W.C.&L.D. NO. 1
FORT BEND COUNTY INTERLOCAL AGREEMENT
FEBRUARY 2012**

| Item No. | Description | Unit | Qty. | Unit Price | Total ⁽¹⁾ |
|--|--|------|-------|------------|----------------------|
| 1. | Move-in and Set-up, including Bonds and Insurance | L.S. | 1 | \$ 33,000 | \$ 33,000 |
| Distribution Waterline Items | | | | | |
| 2. | 4-inch Waterline (Open Cut) | L.F. | 70 | \$ 20 | \$ 1,400 |
| 3. | 6-inch Waterline (Open Cut) | L.F. | 86 | 25 | 2,200 |
| 4. | 8-inch Waterline (Open Cut) | L.F. | 55 | 35 | 1,900 |
| 5. | 12-inch Waterline (Open Cut) | L.F. | 2,597 | 45 | 116,900 |
| 6. | 6-inch Waterline (Trenchless Construction) | L.F. | 94 | 50 | 4,700 |
| 7. | 8-inch Waterline (Trenchless Construction) | L.F. | 100 | 60 | 6,000 |
| 8. | 12-inch Waterline (Trenchless Construction) | L.F. | 699 | 100 | 69,900 |
| 9. | 12-inch Waterline (Trenchless Construction w/ Steel) | L.F. | 280 | 200 | 56,000 |
| 10. | 4-inch Connection | EA. | 1 | 750 | 800 |
| 11. | 6-inch Connection | EA. | 4 | 1,000 | 4,000 |
| 12. | 8-inch Connection | EA. | 2 | 1,500 | 3,000 |
| 13. | 12-inch Connection | EA. | 4 | 2,000 | 8,000 |
| 14. | 4-inch Gate Valve & Box | EA. | 1 | 500 | 500 |
| 15. | 6-inch Gate Valve & Box | EA. | 4 | 750 | 3,000 |
| 16. | 8-inch Gate Valve & Box | EA. | 2 | 1,250 | 2,500 |
| 17. | 12-inch Gate Valve & Box | EA. | 8 | 2,000 | 16,000 |
| 18. | Flush Valve Assembly | EA. | 11 | 3,000 | 33,000 |
| 19. | Near Side Service Tap & Water Meter | EA. | 35 | 750 | 26,300 |
| 20. | Far Side Service Tap & Water Meter | EA. | 2 | 1,250 | 2,500 |
| 21. | Remove & Replace Fire Meter Station & Vault | EA. | 1 | 5,000 | 5,000 |
| 22. | Remove Exist 4-inch Waterline | L.F. | 75 | 5 | 400 |
| 23. | Abandon (and Grout) or Remove Exist 6-inch Waterline | L.F. | 3,090 | 8 | 24,700 |
| 24. | Abandon (and Grout) or Remove Exist 8-inch Waterline | L.F. | 150 | 12 | 1,800 |
| 25. | Abandon (and Grout) or Remove Exist 12-inch Waterline | L.F. | 525 | 15 | 7,900 |
| 26. | Trench Safety Systems | L.F. | 2,808 | 1 | 2,800 |
| SUBTOTAL DISTRIBUTION WATERLINE ITEMS | | | | | \$ 401,200 |
| Surface Water Transmission Waterline Items | | | | | |
| 27. | 12-inch SW Transmission Waterline (Open Cut) | L.F. | 517 | \$ 45 | \$ 23,300 |
| 28. | 16-inch SW Transmission Waterline (Open Cut) | L.F. | 1,178 | 55 | 64,800 |
| 29. | 12-inch SW Transmission Waterline (Trenchless Construction) | L.F. | 162 | 100 | 16,200 |
| 30. | 16-inch SW Transmission Waterline (Trenchless Construction) | L.F. | 148 | 120 | 17,800 |
| 31. | 12-inch SW Trans. Waterline (Trenchless Construction w/ Steel) | EA. | 168 | 200 | 33,600 |
| 32. | 16-inch SW Trans. Waterline (Trenchless Construction w/ Steel) | EA. | 350 | 250 | 87,500 |
| 33. | 12-inch Gate Valve & Box (Transmission Line) | EA. | 3 | 2,000 | 6,000 |
| 34. | 16-inch Butterfly Valve & Box | EA. | 1 | 3,500 | 3,500 |
| 35. | Combination ARV & Box | EA. | 3 | 2,000 | 6,000 |
| 36. | Plug & Clamp w/ 6" Blind Flange | EA. | 3 | 3,000 | 9,000 |
| 37. | Trench Safety Systems | L.F. | 1,695 | 1 | 1,700 |
| SUBTOTAL SURFACE WATER TRANSMISSION WATERLINE ITEMS | | | | | \$ 269,400 |

JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS
Texas Board of Professional Engineers - Registration No. 1401

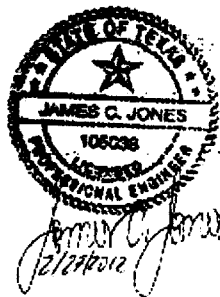
**PRELIMINARY COST ESTIMATE
FOR CONSTRUCTION OF
BRAND LANE WATERLINE IMPROVEMENTS
FOR
FORT BEND COUNTY W.C.&I.D. NO. 2
FORT BEND COUNTY INTERLOCAL AGREEMENT
FEBRUARY 2012**

| Item No. | Description | Unit | Qty. | Unit Price | Total ⁽¹⁾ |
|-------------------------------------|--|------|-------|------------|----------------------|
| Miscellaneous Items | | | | | |
| 38. | Adjust Flush Valve to 3' From Back-of-Curb | EA. | 9 | \$ 500 | \$ 4,500 |
| 39. | Salvage FV and Deliver to WCID 2 | EA. | 4 | 500 | 2,000 |
| 40. | Adjust Sanitary Sewer Manhole | VF | 23 | 500 | 11,700 |
| 41. | Relocation of Sanitary Sewer Leads | EA. | 18 | 1,200 | 21,600 |
| 42. | Remove and Replace Gravel | SY | 244 | 30 | 7,300 |
| 43. | Remove and Replace Asphalt | SY | 450 | 40 | 18,000 |
| 44. | Remove and Replace Concrete | SY | 288 | 50 | 14,400 |
| 45. | Remove and Replace Landscaping | SF | 1,090 | 10 | 10,900 |
| 46. | Remove and Replace Chain Link Fence | LF | 490 | 10 | 4,900 |
| 47. | Remove and Replace Wooden Fence | LF | 95 | 20 | 1,900 |
| 48. | Clearing & Grubbing | AC | 1.18 | 2,500 | 2,900 |
| 49. | Site Restoration (Grading) | AC | 1.18 | 1,000 | 1,200 |
| 50. | HydroMulch Seeding or Sodding | AC | 1.18 | 3,500 | 4,100 |
| 51. | Well Pointing | L.F. | 700 | 20 | 14,000 |
| SUBTOTAL MISCELLANEOUS ITEMS | | | | | \$ 119,400 |
| TOTAL | | | | \$ | 823,000 |
| Contingencies (10%) | | | | | 82,000 |
| TOTAL⁽²⁾ | | | | \$ | 905,000 |

NOTES :

⁽¹⁾ All Totals have been rounded to the nearest \$1,000

⁽²⁾ This estimate represents my best judgment as a design professional familiar with the construction industry. Jones & Carter, Inc. has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, we cannot and do not guarantee that bids will not vary from this cost estimate



JC JONES & CARTER, INC.
ENGINEERS & ARCHITECTS
Texas Board of Professional Engineers Registration No. F-4199

| | |
|--|-----------------|
| Total Fee Summary | |
| 2007 Fort Bend County Mobility Program | |
| Brand Lane, Avenue E to U.S. 90A | |
| Fort Bend County Project No. 718/769 | |
| | |
| Sponsor: Fort Bend County | |
| Description: Reconstruct exist 2-lane rural to 4-lane curb/gutter with storm sewer | |
| Date: 01/28/2013 | |
| SES Horizon Labor= | \$23,512 |
| SES Horizon Expenses= | \$0 |
| SES Horizon Total= | \$23,512 |
| Sub Labor= | \$0 <----N/A |
| Sub Expenses= | \$0 |
| Sub Total= | \$0 |
| Other Subs | |
| Survey= | \$0 <----N/A |
| Geotechnical= | \$0 <--- N/A |
| Environmental= | \$0 <--- N/A |
| Project Total Fee= | \$23,512 |

**SES Horizon Fee Summary
2007 Fort Bend County Mobility Program
Brand Lane, Avenue E to U.S. 90A**

Sponsor: Fort Bend County
Date: 01/28/2013

LABOR

| Classification | Hours | Rate | Labor |
|------------------------|------------|---------|-------------------|
| Principal | 20 | \$67.33 | \$1,346.60 |
| Project Coordinator | 0 | \$48.00 | \$0.00 |
| Structural Engineer | 0 | \$48.00 | \$0.00 |
| Senior Engineer | 80 | \$42.33 | \$3,386.40 |
| Engineer | 68 | \$40.00 | \$2,720.00 |
| Engineering Technician | 16 | \$25.33 | \$405.28 |
| Technician | 0 | \$19.67 | \$0.00 |
| Administration | 0 | \$16.67 | \$0.00 |
| | 0 | | \$0.00 |
| | 0 | | \$0.00 |
| | 0 | | \$0.00 |
| | 0 | | \$0.00 |
| Total Labor | 184 | | \$7,858.28 |

| | | |
|-------------------------|----------------|--------------------|
| OVERHEAD | 172.00% | \$13,516.24 |
| OPERATING MARGIN | 10% | \$2,137.45 |
| EXPENSES | | \$0.00 |
| FEE | | \$23,511.97 |

Carroll, Paul SES Project Consulting Engineers, Inc.

[illegible]