

and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of Local Government.

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II. PURPOSE

The purpose of this Project is to improve the roadway surface on Macek Road.

III. TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2014 or until the Project is completed, whichever is later. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV. PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as providing assistance by excavating and widening a portion of Macek Road, regrading of existing roadside ditches, and installation of storm sewer inlets and pipe, all as shown on the attached Exhibit "A". ("Project").

V. PROJECT LOCATION

The location for the Project is Macek Road, ("Project Site").

VI.
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

The County is responsible for performing all work associated with the widening and improvement of Macek Road and regrading of existing roadside ditches as shown on Exhibit "A". County agrees to provide an estimated 360 equipment hours at \$35.00 per hour, and an estimated 360 man hours of labor at \$15.00 per hour, to Local Government, for a total estimated in-kind expenditure of **\$18,000** for the widening and rehabilitation of the asphalt road, and rehabilitative ditch work.

However, at County's sole expense, County will furnish the labor and equipment necessary to perform its responsibilities under this Agreement. County shall provide the materials to perform such widening and rehabilitative work and invoice Local Government for cost of materials and the County will provide to the Local Government actual receipts for such materials upon invoice for payment.

If necessary, the County will load and haul any excavated materials in connection with County's responsibilities under this Agreement.

County agrees to promptly begin performance of its responsibilities under this Agreement upon Local Government's completion of the storm sewer improvements for the Project.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to assume all material costs estimated to be **\$145,762.50** for the widening and rehabilitation of the asphalt road, and the storm sewer improvements for the Project. Local Government shall pay the actual costs of materials for the widening and rehabilitation of the asphalt road, and rehabilitative ditch work as invoiced to Local Government by the County and as accompanied by actual receipts for such materials. Local Government also agrees to furnish the labor and equipment for the construction of the storm sewer improvements for the Project and will contract for and be solely responsible for the storm sewer improvements as shown on Exhibit "A".

Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will direct and be solely responsible for the storm sewer improvements; the County will be responsible for the road improvements and roadside ditch improvements of the Project. The Local Government will allow County personnel to work in a continuous, uninterrupted manner. Local Government will schedule its labor and equipment to correspond to County's schedules.

Local Government agrees to begin construction of the additional storm sewer improvements for the Project within thirty (30) days of execution of this Agreement. Should Local Government not start construction within thirty (30) days of execution of this Agreement, Local Government and County shall mutually agree upon a subsequent construction start date.

If necessary, Local Government will, at its sole cost and expense, be responsible for the design of the Project. If necessary, Local Government will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, Local Government will furnish to County the initial on-ground survey alignment; ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

Local Government will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the Project, the County will, at its sole expense, be responsible for the maintenance of the Project.

VII. MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement as to the County and any and all questions as to the acceptable fulfillment of this Agreement; however nothing herein limits or waives any remedies that are available to the Local Government under the law.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:


Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to Fort Bend County Municipal Utility District 192:

Fort Bend County Municipal Utility District No. 192
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77027
Attn: Annette Stephens

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:



Robert Hebert, Fort Bend County Judge

7-22-2014

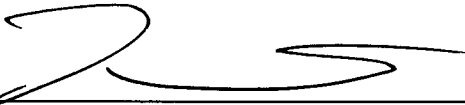
Date

Attest:

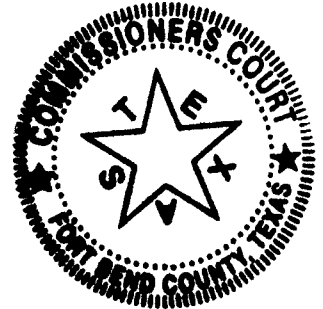


Dianne Wilson, Fort Bend County Clerk

Fort Bend County Municipal Utility District 192



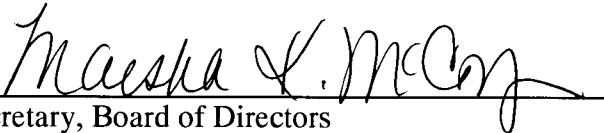
President, Board of Directors



7-16-14

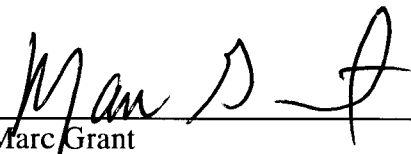
Date

Attest:



Secretary, Board of Directors

REVIEWED:



Marc Grant
Fort Bend County Road Commissioner

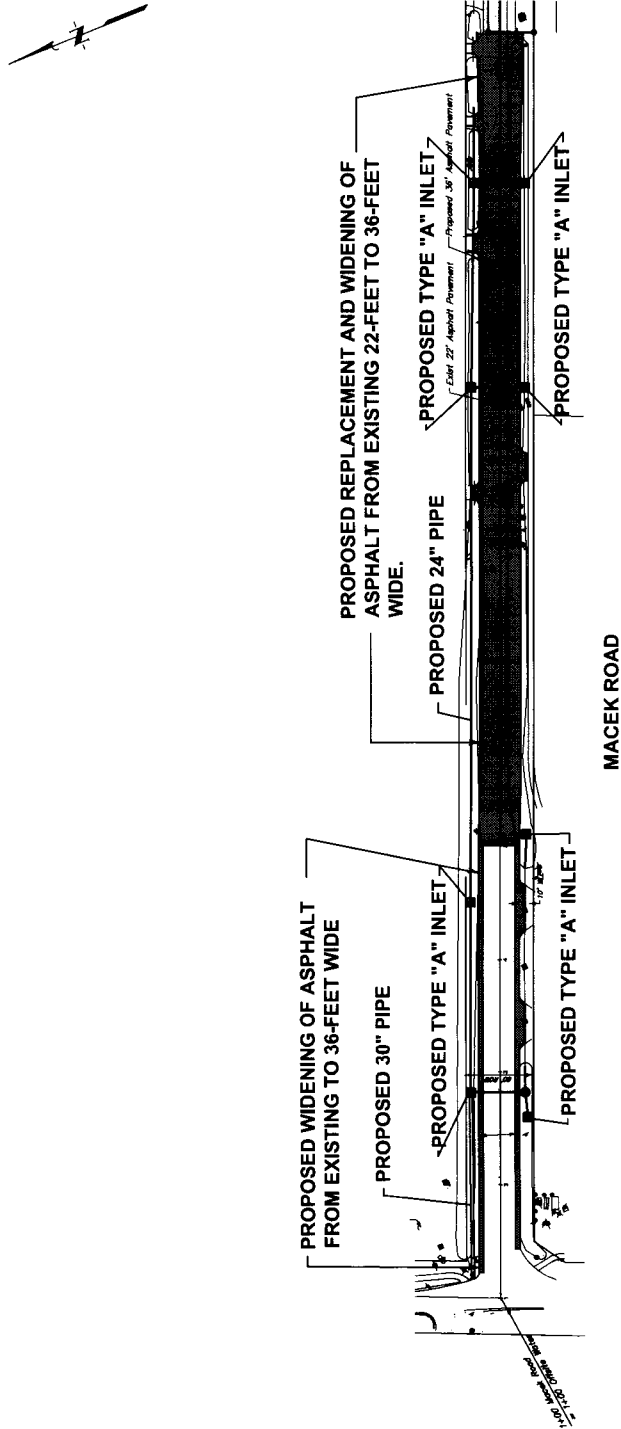
AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **\$18,000.00** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

A handwritten signature in black ink, appearing to read 'Ed Sturdivant', written over a horizontal line.

Ed Sturdivant, Fort Bend County Auditor

EXHIBIT A



**REGRADE OF EXISTING ROADSIDE DITCHES
ACCORDING TO "MACEK ROAD WIDENING AND
REHABILITATION" PLANS.**

FORT BEND COUNTY MUD No. 192
Fort Bend County, Texas

EXHIBIT A
GREATWOOD LAKE SECTION 1
MACEK ROAD
STA 1+00 TO 12+12.15

JC JONES & CARTER, INC.
ENGINEERS-PLANNERS-SURVEYORS
7700 Board of Professional Engineers Registration, Vol. F-6110
6335 Quaker Dr., Suite 100 Houston, Texas 77056 (713) 377-5337