

AGREEMENT

Section 1. 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.

Section 2. Purpose

The purpose of this Agreement is to outline the obligations related to the construction of a bike/pedestrian trail under the Keegans Bayou Bridge connecting the sidewalk on the east side of Sugar Land-Howell Road to the sidewalk on the west side of Sugar Land-Howell Road, as depicted on Exhibit A, attached hereto and incorporated herein for all purposes, under the 2013 Fort Bend County Mobility Bond Program, (hereinafter referred to as the "Project").

Section 3. County's Responsibilities

A. County shall prepare, or cause to be prepared, the drawings and specifications for the Project utilizing professional services contracted by the County.

B. County shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract.

C. County shall use its approved contract letting and award procedures to let and award the construction contract.

D. The County will assume responsibility of the Project upon completion.

Section 4. District's Responsibilities

A. The District's sole obligation under this Agreement is to provide funding to the County as specified herein, an estimated amount of \$401,176.00, as shown in Exhibit B, attached hereto and incorporated herein for all purposes.

- (1) Within thirty (30) days of execution of this Agreement, District shall remit to County an initial payment in an amount of \$66,057.00 for its initial share of the Project to pre-fund engineering design of the Project ("Initial Payment").
- (2) The remaining amount to fulfill District's sole financial obligation, being \$401,176.00 less the Initial Payment, for a total of \$335,119.00 ("Final Payment"), shall be paid to County within thirty (30) days of receipt of written notice from the County of the award of the contract to construct the Project.

B. During the work on the Project, District shall have the right to review all drawings, maps, plats, records and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections.

C. Upon County issuing a final letter of acceptance for the construction of the Project, the County will provide to District a final accounting of the actual costs of the Project. Within sixty (60) days of County's issuance and District's receipt of such final accounting, District shall make a payment in an amount equal to the difference between the estimated and actual costs, as determined by the final accounting, if the actual costs exceed the estimated costs. However, should the estimated costs exceed the actual costs; County agrees to return such funds paid in excess by the District.

Section 5. Term

This Agreement shall continue in force and effect from the date of execution of the last party hereto until the Project is completed.

Section 6. Termination of this Agreement

A. County or District may terminate this Agreement, without cause, until the letting construction for the Project, by written notice to the other party. In the event of termination by District, District shall reimburse County all costs incurred by County until termination, in excess of Initial Payment. In the event of termination by County, County shall refund District of funds on hand, in excess of costs incurred on Project at termination. District shall reimburse County any funds owed within thirty (30) days of termination of this Agreement

B. After the letting of construction for the Project, this Agreement is not subject to termination.

Section 7. Liability

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Section 8. Amendments

Amendments and changes to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project, may be enacted though a mutually agreed upon, written amendment between County and District.

Section 9. Remedies

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now

or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

Section 10. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any aspect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

Section 11. Notices

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

County: Fort Bend County Engineering Department
Attn: Richard Stolleis, P.E., County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: Robert E. Hebert, County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

District: West Keegans Bayou Improvement District
c/o Allen Boone Humphries Robinson LLP
Attn: Hannah R. Brooks, Attorney for District
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

B. All notices shall be deemed given on the date do delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Section 12. 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.

Section 13. Execution

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

FORT BEND COUNTY, TEXAS

Robert E. Hebert

Robert E. Hebert, County Judge

Date 10-27-15

WEST KEEGANS BAYOU
IMPROVEMENT DISTRICT

Sandra Weider

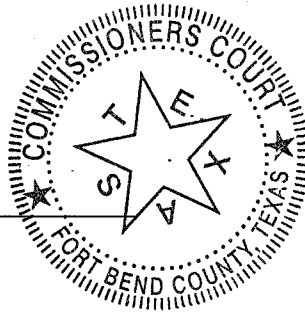
Sandra Weider, President

Date: 10.14.15

ATTEST:

Laura Richard

Laura Richard, County Clerk



ATTEST:

Debra Hooper

APPROVED:

Richard W. Stolleis

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

APPROVED AS TO LEGAL FORM:

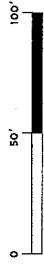
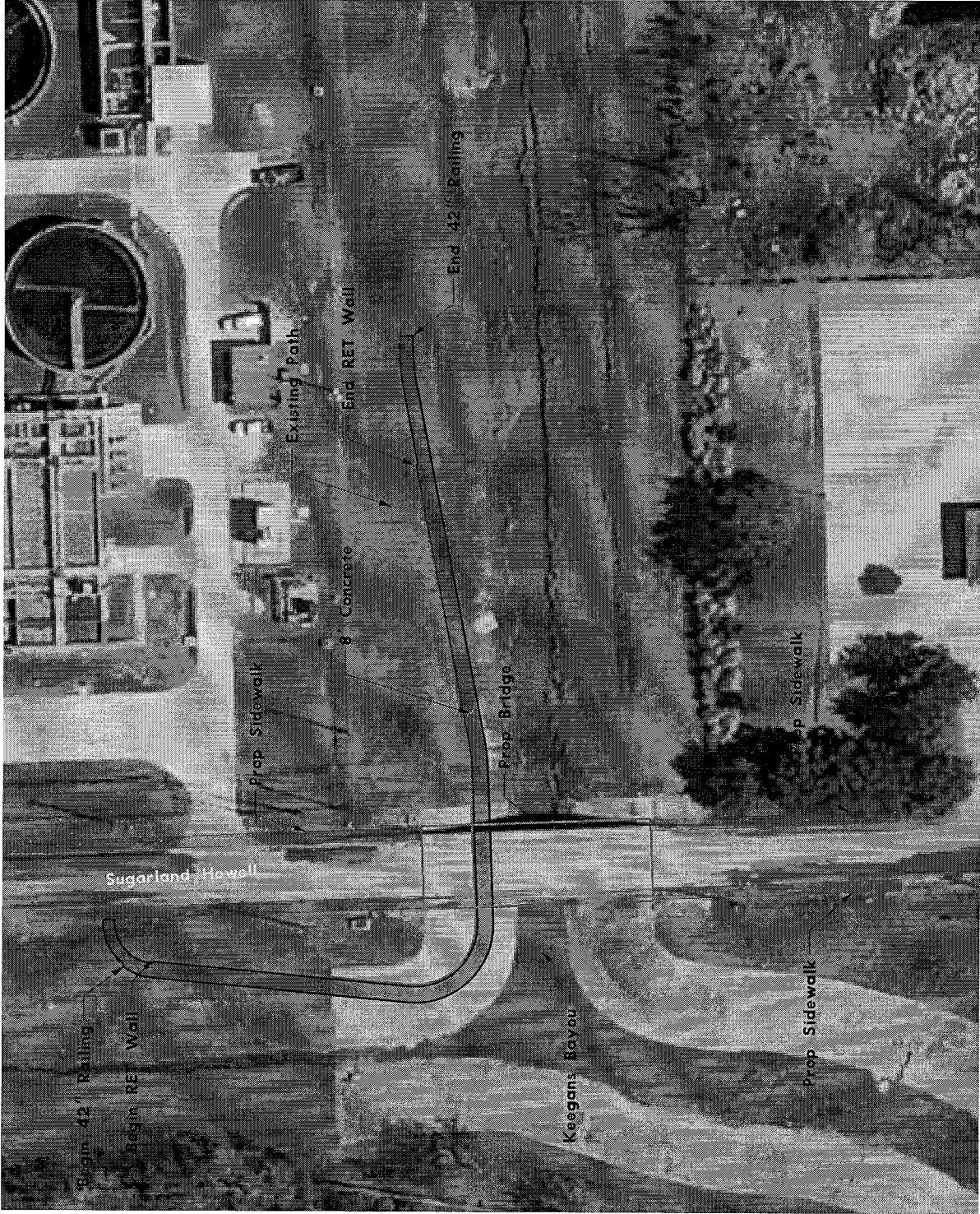
Marcus D. Spencer

Marcus D. Spencer, First Assistant County Attorney

ATTACHMENTS:

- Exhibit "A" – Project Description
- Exhibit "B" – Project Cost Estimate

EXHIBIT A



klotz associates

11400 Greenway Avenue, Suite 500
Houston, Texas 77039
P: 281.416.1200
F: 281.416.1202
www.klotzassociates.com

EXHIBIT A

West Keegans Bayou Improvement
District Trail

PROJECT NO.: 15-001

DATE: July 2015

SHEET

A

EXHIBIT B

EXHIBIT B

WKBID Trail Project Cost Estimate

ITEM	UNIT	QTY	COST	TOTAL COST
6" Concrete Sidewalk & Base Preparation	SY	455	\$80.00	\$36,400
Retaining Wall	SF	1,250	\$75.00	\$93,750
42" Railing	LF	512	\$100.00	\$51,200
4" Slope Paving	CY	250	\$400.00	\$100,000
Remove RipRap	SY	260	\$10.00	\$2,600
Excavation	CY	350	\$10.00	\$3,500
Contingency (15%)	EA	1	\$28,700.00	\$28,700
CONSTRUCTION TOTAL				\$316,150
ENGINEERING MANAGEMENT				\$6,323
ENGINEERING DESIGN				\$59,734
CONSTRUCTION MANAGEMENT				\$6,323
MATERIAL TESTING				\$12,646
TOTAL COSTS				\$401,176