

THE STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**INTERLOCAL AGREEMENT FOR ROADWAY IMPROVEMENTS
SPRING GREEN BOULEVARD MOBILITY PROJECT NO. ~~13310~~ 13320**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE ("Act"), by and between Fort Bend County Municipal Utility District No. 161 ("District"), acting by and through its Board of Directors, and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County").

RECITALS

WHEREAS, in 2013 the citizens of Fort Bend County voted to approve the issuance of general obligation bonds that allows the County to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities ("Mobility Projects") that are funded in part by the state or federal government; and

WHEREAS, the project contemplated in this Agreement is the construction or roadway improvements that will enhance the traffic flow/circulation, and such improvements are desired by the County and the District; and

WHEREAS, County is a local government as defined by the Act, and as such is lawfully permitted to enter into and Interlocal Agreement; and

WHEREAS, District is a local government as defined by the Act, and as such is lawfully permitted to enter into and Interlocal Agreement; and

WHEREAS, County and District believe it is in their best interests to enter into this Agreement to facilitate the provision of certain governmental functions to the citizens of Fort Bend County; and

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

WHEREAS, the governing bodies of the District and County have authorized this Agreement;

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

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 remaining two lanes of the four-lane Spring Green Boulevard roadway from Gaston Road to Morgan Parkway 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 \$602,750.00, as shown in Exhibit A, attached hereto and incorporated herein for all purposes. This estimated amount, plus interest calculated at two percent (2%) from the date costs are incurred, which is the same effective rate paid by the County for the Project funds, shall be paid to County upon the earlier of the following event:

- (1) Incrementally, based on the percentage of road frontage along the east side of the alignment of each phase of development submitted for plat approval, until fully developed and all plats have been submitted for approval; or
- (2) Three (3) years from the date of the start of construction.

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 and County shall determine whether the amount to be paid under Section 4. A. should be adjusted accordingly.

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: Fort Bend County Municipal Utility District No. 161
c/o Allen Boone Humphries Robinson LLP
Attn: Greer Pagan, Legal Counsel
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

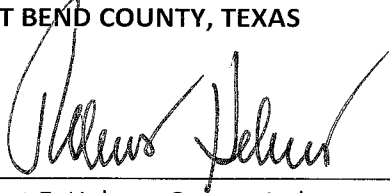
This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

FORT BEND COUNTY, TEXAS



Robert E. Hebert, County Judge

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 161



Tracie Palmer, President

Date

March 8, 2016

Date:

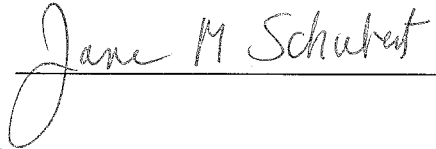
2/23/2016

ATTEST:

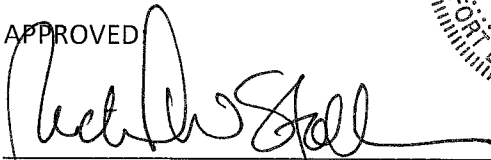


Laura Richard, County Clerk

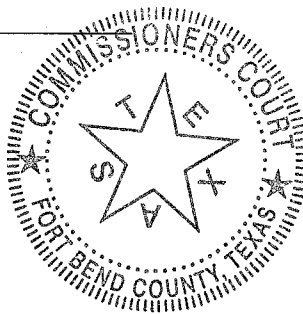
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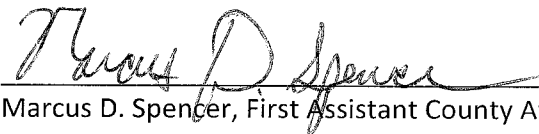
APPROVED



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



APPROVED AS TO LEGAL FORM:



Marcus D. Spencer, First Assistant County Attorney

ATTACHMENTS:

Exhibit "A" – Project Cost Estimate

I:\Marcus\Agreements\Engineering\Road Construction\Spring Green Blvd\FBCMUD 161\LA - Spring Green.FBCMUD 161.v3.doc

EXHIBIT A

Spring Green Boulevard from Gaston Road to Morgan Parkway
Total Project Cost Estimate
September 2015

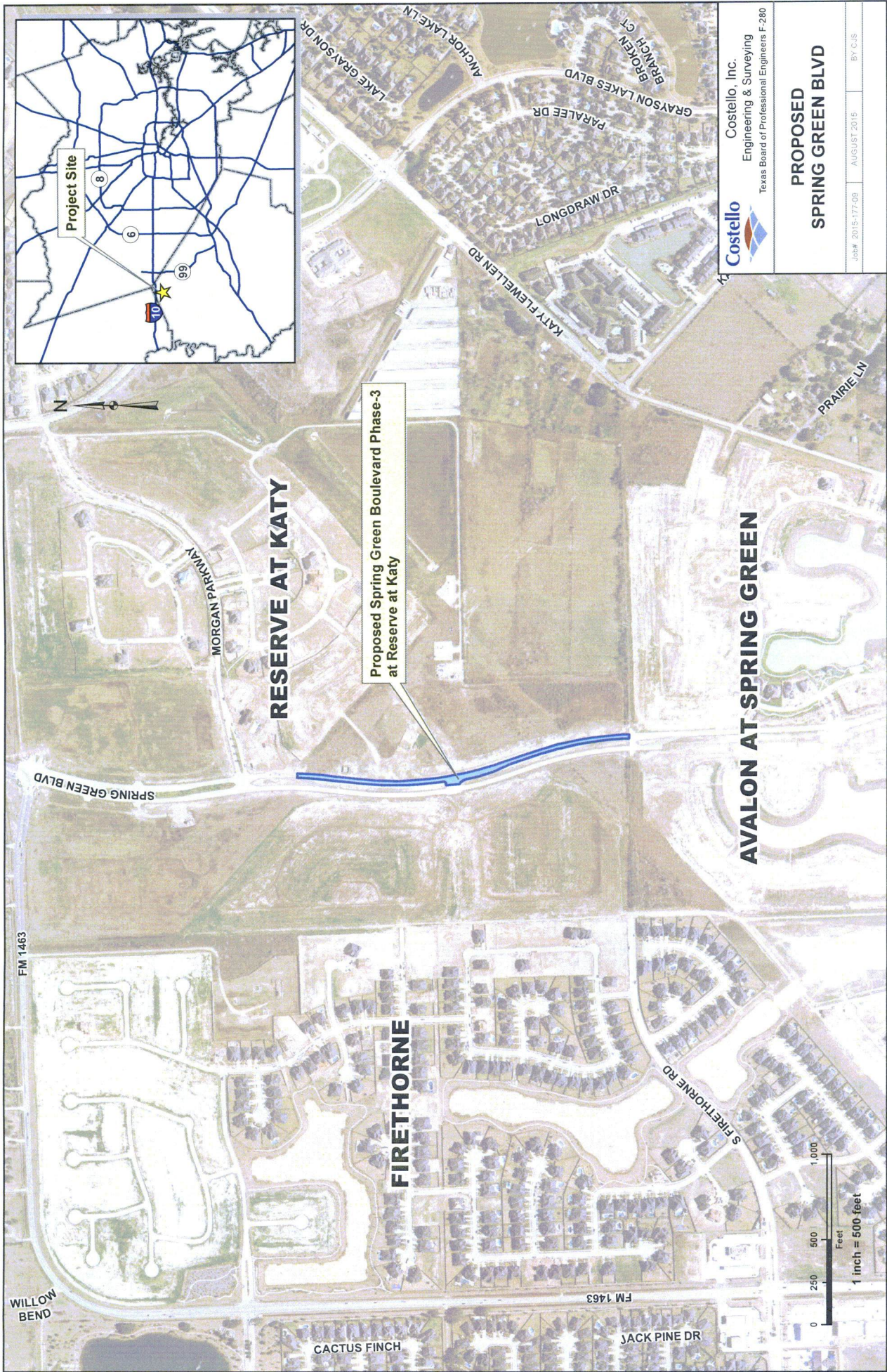
Construction	\$538,012
Engineering (6%)	\$32,458
Materials Testing (3%)	\$16,140
Design Management (1%)	\$5,380
Construction Management (2%)	\$10,760
Total Project Cost Estimate	\$602,750

Preliminary Costs for the Drainage and Paving Improvements for
Spring Green Boulevard Phase III at the Reserve at Katy
September 3, 2015
CI Job No. 2015-098-12

Item No.	Description of Item	Quantity	Unit	Unit Price	Extended Total
<u>A. DRAINAGE ITEMS</u>					
1.	24" RCP Storm Sewer	97	LF	90.00 \$	8,730.00
2.	Remove and Dispose of Existing 24" RCP	48	LF	36.00 \$	1,728.00
3.	Type "H-2" Inlet, Stage 1	5	Each	1,500.00 \$	7,500.00
4.	Type "H-2" Inlet, Stage 2	5	Each	1,800.00 \$	9,000.00
5.	Construct Storm Sewer Manhole on existing 30" Storm Sewer RCP	1	Each	3,500.00 \$	3,500.00
6.	Brick Plug for 24" RCP Storm	1	Each	500.00 \$	500.00
7.	Drainage Swale	239	LF	5.00 \$	1,195.00
8.	Trench Safety	97	LF	1.00 \$	97.00
Part A Subtotal					\$ 32,250.00
<u>B. TRAFFIC CONTROL ITEMS</u>					
9.	Traffic Sign	1	Each	350.00 \$	350.00
10.	Traffic Striping, Pavement Markings, and Buttons	1	LS	6,500.00 \$	6,500.00
11.	Temporary Barricade	3	Each	500.00 \$	1,500.00
12.	Relocate Existing Type III Barricade	3	Each	250.00 \$	750.00
Part B Subtotal					\$ 9,100.00
<u>C. PAVING ITEMS</u>					
13.	Excavation	3,500	CY	4.80 \$	16,800.00
14.	Compacted Fill	3,500	CY	3.25 \$	11,375.00
15.	8" Subgrade Stabilization	6,700	SY	3.50 \$	23,450.00
16.	Lime	151	Ton	200.00 \$	30,200.00
17.	7" Concrete Pavement	6,160	SY	48.00 \$	295,680.00
18.	6" Curb	3,736	LF	2.70 \$	10,087.20
19.	Kinder Morgan Protection Slab	72	LF	400.00 \$	28,800.00
20.	DOW Pipeline Protection Slab	50	LF	400.00 \$	20,000.00
Part C Subtotal					\$ 436,392.20
<u>D. EROSION AND SEDIMENT CONTROL ITEMS</u>					
21.	Stabilized Construction Entrance	1	Each	1,500.00 \$	1,500.00
22.	Install Inlet Silt Barrier	16	Each	85.00 \$	1,360.00
23.	Bermuda Sod	3,736	LF	1.00 \$	3,736.00
24.	Silt Fence	3,736	LF	1.50 \$	5,604.00
25.	Hydromulch Seeding	1.6	AC	2,500.00 \$	4,000.00
26.	TCEQ PPP NOI Fee	1	LS	500.00 \$	500.00
Part D Subtotal					\$ 16,700.00

Preliminary Costs for the Drainage and Paving Improvements for
Spring Green Boulevard Phase III at the Reserve at Katy
September 3, 2015
CI Job No. 2015-098-12

Item No.	Description of Item	Quantity	Unit	Unit Price	Extended Total
<u>E. SUPPLEMENTAL ITEMS</u>					
27.	Clearing and Grubbing	3	Acre	1,500.00	\$ 4,500.00
28.	Sawcut and Connect 24" Storm Sewer with Collar	1	Each	3,000.00	\$ 3,000.00
29.	Special Backfill Bedding for Storm Sewer Installed in Unsatisfactory Soils Conditions	10	LF	14.00	\$ 140.00
30.	Extra Cement Stabilized Sand	100	Ton	40.00	\$ 4,000.00
31.	Adjust Existing Manhole Rim	1	Each	260.00	\$ 260.00
32.	Cone Adjustment to Existing Manhole	1	Each	350.00	\$ 350.00
33.	2% City of Katy Inspection Fee	1	LS	10,200.00	\$ 10,200.00
				Part E Subtotal	\$ 17,950.00
				Total	\$ 512,392.20
				5% Contingency	\$ 25,619.61
				GRAND TOTAL	\$ 538,011.81



Costello, Inc.
Engineering & Surveying
Texas Board of Professional Engineers F-280



**PROPOSED
SPRING GREEN BLVD**

Job# 2015-177-09 AUGUST 2015 BY CJS