

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

**INTERLOCAL AGREEMENT FOR COUNTY-MANAGED ROAD CONSTRUCTION PROJECT
 FORT BEND COUNTY MOBILITY PROJECT NO. 17118 – BRYAN ROAD – RECLAIMED WATER LINE**

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 Rosenberg, a municipal corporation and home-rule city of the State of Texas, situated in Fort Bend County, acting by and through its City Council, ("City"), 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"). The City and the County may be referred to collectively as the "Parties".

RECITALS

WHEREAS, in 2017 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, hereinafter defined and contemplated in this Agreement is the construction of roadway improvements that will enhance the traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County; and

WHEREAS, the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the Parties assert that the Project is part of a city street that is an integral part of or a connecting link 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, the City and the County agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of the City 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. Purpose

The purpose of this Agreement is to outline the funding obligations related to the design and construction of the proposed connection of a Reclaimed Water Line along the recently completed Bryan Road between the municipal boundary and the stub-out just west of FM 2977 to service Sunset Crossing on the east side of FM 2977 in the City of Rosenberg, Texas.

Section 2. Definitions

- A. **City** means the City of Rosenberg, Texas.
- B. **County** means Fort Bend County, Texas.
- C. **Project** means the design and construction of a Reclaimed Water Line along Bryan Road from the municipal boundary line to FM 2977.

Section 3. 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 4. County Rights and Obligations

A. The County is responsible for completing the design and overseeing the construction of the Project in compliance with the applicable state and federal laws related to the Project. This responsibility shall include the management of the relocation of utilities, including gas, overhead power and telecommunications, and entering into a contract for engineering design and construction phase services and inspections. The City acknowledges and accepts the fact that County is obligated to follow Chapter 262 of the Texas Local Government Code as it relates to the award of the contract.

B. The County shall competitively bid and construct the Project in accordance with specifications.

C. Promptly after bids are received by the County and prior to the award of the construction contract, the County will forward to the City a request for payment that includes any pertinent information related to the low bidder and the award of the construction contract for the Project.

D. During the work on the Project, the County shall provide the City the opportunity to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress. The County shall oversee the construction and completion of the Project. Any deficiencies brought to the attention of County by the City shall be addressed by the County. If the County Engineer determines that the deficiencies are actionable under the terms of the construction contract, the County will work with the construction contractor to correct any City identified deficiencies. Notwithstanding the foregoing, all final decisions related to the construction contract performance shall be at the County's sole discretion.

E. The County shall submit reports to the City describing in sufficient detail the progress of the Project. These reports shall be submitted to the City's designee at increments agreed to between the Parties as appropriate for the various phases of the Project. Reports received by the County from contractor and/or consultants detailing the progress of the Project shall suffice for the requirements of this section.

F. The County may elect to forego construction of the Project at any time. The County shall provide written notice to the City of its decision to forego construction and refund all amounts provided by City, if any, upon sixty (60) days of said notice to the City.

G. Upon completion of construction of the Project, but no later than ninety (90) calendar days after final payments to all vendors, the County will furnish the City with a full accounting of the funds expended on the Project and an electronic copy of the record drawings showing the Project. The City may review the County's records regarding this Project to confirm the accuracy of the full accounting.

Section 5. City Rights and Obligations

A. The City's sole financial obligation under this Agreement is to pay the County for the actual costs to design and construct the Project, as estimated by the Project Fee Proposal and Preliminary Probable Engineers Cost Estimate, attached hereto as Exhibit "A" and incorporated herein for all purposes.

B. During the work on the Project, the City shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress. Any deficiencies shall be provided in writing to the County Engineer. The City agrees that the County is the contracted party and the City shall not provide any direction to the consultant or the contractor, except with concurrence of the County Engineer.

C. Within fifteen (15) calendar days of the City's receipt of the County's request for payment and prior to the award of the construction contract, the City shall pay the County the estimated amount for all costs of the Project. The City shall have the option to reject the construction bid prior to the award of the construction contract if the lowest bid is more than five percent (5%) above the Preliminary Probable Engineers Cost Estimate attached hereto as Exhibit "A"; or the City, at its sole discretion, may elect to forego construction of the Project prior to the award of the construction contract.

D. Within thirty (30) calendar days of the City's acceptance of the full accounting, either (i) the City shall pay the County for all costs owed due to difference between estimated and actual costs; or (ii) the County shall return any estimated amount of the Project paid to the County in excess of actual costs of the Project.

Section 6. Liability

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

Section 7. Maintenance

Upon completion of the Project, the City shall maintain the Project.

Section 8. Limit of Appropriation

Each party paying for the performance of its obligations under this Agreement shall make those payments from current revenues available to that party.

Section 9. Insurance Requirements

County agrees that it will require Contractor's insurance policies name City as well as County as additional insureds on all policies except for Workers' Compensation and Professional 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 Automobile 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.

Section 10. 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.

Section 11. 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.

Section 12. Notices

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

County: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

With a copy to: Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

City:

City of Rosenberg, Texas
Attn: City Manager
P.O. Box 32
Richmond, Texas 77471

Section 13. 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 14. Execution

This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party, remain in effect until September 30, 2022 or until the Project is complete and the obligations under Sections 4 and 5 of this Agreement are fulfilled, whichever is sooner.

FORT BEND COUNTY, TEXAS

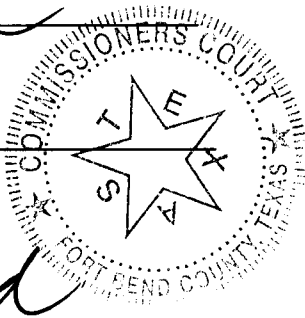
CITY OF ROSENBERG, TEXAS

KP George
KP George, County Judge

William Benton
William Benton, Mayor

Date: 8.11.2020

Date: July 21, 2020



ATTEST:

ATTEST:

Laura Richard
Laura Richard, County Clerk

Danyel Swint
Danyel Swint, City Secretary



APPROVED:

J. Stacy Slawinski
J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer
Marcus D. Spencer, First Assistant County Attorney

EXHIBIT A



Project Fee Proposal
Fort Bend County
Bryan Road - 10" Water Reuse Line (Project #17118)
From City of Rosenberg City Limit to FM 2977

Date: 5/1/2020

Design Phase Manhour Estimate										
Task	Principal	Sr. Project Manager	Senior Engineer	Professional Engineer	Project Engineer	Engineering Technician	CADD Technician	Drafter	Clerical	Total Hours /Cost
Rate	\$286.50	\$260.00	\$230.00	\$181.00	\$140.00	\$110.00	\$93.00	\$66.00	\$66.00	
WATER REUSE LINE FINAL DESIGN										
Project Management (meetings, coordination)		2	4			2			2	10
Incorporating Plan & Profiles (7 sheets)			3	5	5	10	10	10		43
Utility Coordination		2	4	4						10
Quantities & Cost Estimate			1		2		2	2		8
Project Document QA/QC		1	4			4			2	11
Hours Subtotal		6	16	9	7	16	12	12	4	82
Subtotal Labor Costs		\$1,560.00	\$3,680.00	\$1,629.00	\$980.00	\$1,760.00	\$1,116.00	\$792.00	\$264.00	\$11,981.00
BID PHASE & CONSTRUCTION PHASE										
Bid documents		1	2	2	2					7
Submittals, RFIs, and Shop drawings		1	4	4			10	20		39
Hours Subtotal		2	6	6	2		10	20		39
Subtotal Labor Costs		\$520.00	\$1,380.00	\$1,086.00	\$280.00		\$930.00	\$1,320.00		\$3,516.00
Project Total										\$17,297.00



BRYAN ROAD RECONSTRUCTION
PRELIMINARY PROBABLE ENGINEERS COST ESTIMATE
FROM ROSENBERG CITY LIMIT TO FM 2977
FORT BEND COUNTY PROJECT #17118 - 10" WATER RECLAIM LINE
KCI TECHNOLOGIES, INC.
APRIL 2020



ItemNo	SpecNo	Description	Qty	Unit	UnitCost	LineTotal
10" Water Reclaim Line						
1		10" FORCE MAIN FOR WATER RECLAIM, C-900 AWWA (DR18) PURPLE PIPE	2750.00	LF	\$54.00	\$148,500.00
2		AIR RELEASE COMBINATION VALVE FOR WATER RECLAIM (PAINT PURPLE)	2.00	EA	\$12,000.00	\$24,000.00
3		BLOW OFF VALVE FOR WATER RECLAIM PAINT PURPLE	2.00	EA	\$2,500.00	\$5,000.00
4		SERVICE CONNECTION OR STUBS WITH OR WITHOUT STACK	2.00	EA	\$2,500.00	\$5,000.00
SUBTOTAL - 10" Water Reclaim Line:						\$182,500.00

Contengency:	20%	\$36,500.00
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Total Construction:	\$219,000.00
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