

AGREEMENT

Section 1. Purpose

The purpose of this Agreement is to outline the funding obligations related to the extension of a sixteen-inch (16") water line to the north of, and relocation of the blow-off outside of the new pavement limits of A. Myers Road.

Section 2. Definitions

- A. ***District*** means the Fort Bend County Municipal Utility District No. 184.
- B. ***County*** means Fort Bend County, Texas.
- C. ***Project*** means the relocation of a water line along A. Myers Road.

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 completed the Project in compliance with the applicable state and federal laws related to the Project.
- B. The County competitively bid and completed the Project in accordance with specifications.
- C. Upon execution of this Agreement, the County will furnish the District with an invoice reflecting the funds expended on the Project.

Section 5. District Rights and Obligations

- A. The District's sole financial obligation under this Agreement is to pay the County for the costs of the Project, as estimated in RFP No. 2, attached hereto as Exhibit "A" and incorporated herein for all purposes.
- B. Within thirty (30) calendar days of the District's receipt of the invoice, the District shall pay the County for the actual costs of the Project as reflected in such invoice.

Section 6. Liability

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

Section 7. Maintenance

Upon completion of the Project, the District 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 District 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, 1 st Floor Richmond, Texas 77469
With a copy to:	Fort Bend County Engineering Department Attn: County Engineer 301 Jackson Street Richmond, Texas 77469
District:	Fort Bend County Municipal Utility District No. 184 _____ _____

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 District 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 and remain in effect until the obligations under Sections 4 and 5 of this Agreement are fulfilled.

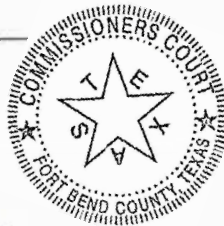
FORT BEND COUNTY, TEXAS

KP George
County Judge KP George

KP George, County Judge

1-5-2021

Date: _____



ATTEST:

Laura Richard

Laura Richard, County Clerk

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

**FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 184**

Christae Turner

Board President

12/16/2020

Date: _____

ATTEST:

[Signature]

District Secretary

EXHIBIT A



Hurtado Construction Company
5629 FM 359 S
Brookshire, Texas 77423

RFP No: 2

Project: A Myers Road from Bedette Road to FM 762

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Extend Existing 16 Inch Waterline in conflict with our dual 30 Inch RCP at the Northwest Intersection of Berdette Road and A Myers Road	LF	60.00	\$ 168.00	\$ 10,080.00
	SUBTOTAL				\$ 10,080.00

The Following Items Are NOT Included In Our Pricing:

Irrigation/Landscape Repair
Lab/Materials Testing
Permits
Bonds

WORK TO BE DONE ONCE ALL UTILITY CONFLICTS ARE OUT OF THE WAY

IN THE EVENT A 16-INCH GATE VALVE IS REQUIRED THE PRICE FOR A 16-INCH GATE VALVE IS \$6,840