

STATE OF TEXAS §
 §
 COUNTY OF FORTBEND §

JOINT PARTICIPATION AGREEMENT FOR
 ALIANA PAVEMENT REHABILITATION

This Joint Participation Agreement ("Agreement"), made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court ("County"), and Fort Bend County Municipal Utility District No. 134B, a body corporate and politics under the laws of the State of Texas, acting by and through its Board of Directors ("District"). The County and the District may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, County and District have agreed to participate in the improvements to locations within certain sections of the Aliana master-planned development by providing funding and administration for the construction of such improvements; and

WHEREAS, County has determined in good faith that the expenditure of funds services a public purpose, in that it aides the flow of traffic for the residents and business-owners in the area of the Project (hereinafter defined); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and benefits to the parties hereto, County and District agree as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective on the date signed by the last Party hereto and shall remain in effect until the Project is completed, unless terminated as provided below.

2. Scope of Work

The scope of the Project is for County to make certain improvements to roadways as more particularly described in the Construction Plans for Paving and Appurtenances to Serve Aliana Pavement Rehabilitation attached hereto as Exhibit "A" (the "Project"). The scope includes construction, construction management, inspection, and construction materials testing for the Project estimated at \$700,000.00, ("Project Costs").

3. County's Rights and Responsibilities

- A. The County is responsible for managing the construction and completion of the Project, including construction management, inspection, and construction materials testing in compliance with the applicable state and federal laws.

- B. The County shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award the construction contract:
- (1) Upon receipt of the bid package from the District, the County shall advertise for competitive bids for the construction of the Project;
 - (2) Upon receipt of bids for the Project, County will notify the District of its evaluation of the lowest and best bid, and the amount of the recommended bid (the "Notice of Intent to Award");
 - (3) Following receipt of the District's payment, the County shall award the construction contract to the qualified bidder.
- C. The County shall submit reports to the District describing in sufficient detail the progress of the Project. These reports shall be submitted at increments agreed to between the Parties as appropriate for the various phases of the Project. Reports received by the County from contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as the County has reviewed such reports and confirmed accuracy of the contractor's report.
- D. Upon completion of the Project, but no later than ninety (90) days after, the County will issue to District:
- (1) a "Notification of Completion," acknowledging that the Project has been completed; and
 - (2) a full accounting of the funds expended on the Project.
- E. If, after completion of the Project and mutual acceptance of the full accounting of the funds expended on the Project, there are funds remaining and/or savings from the Project, the County shall return such funds to the District within thirty (30) days of the District's acceptance of the full accounting.
- F. Within sixty (60) days of the Parties' acceptance of the full accounting, the County will assume responsibility for the maintenance of the Project road improvements, except for the storm sewer, and accept the Project into the County Road Maintenance System.

4. District's Rights and Responsibilities

- A. If there are no objections to the award of the construction contract, the District will forward payment of one hundred percent (100%) of the estimated Project Costs to the County within thirty (30) days of County's receipt of District's Notice of Intent to Award. If the District objects to the recommended bid, the County will not award the construction contract for the Project, and the County shall work with the District to re-advertise bids.

- B. During the work on the Project, the District shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction, review and approve all change orders resulting in a total increase to the costs of the Project over five percent (5%) (which shall be deemed approved if not disapproved or approved within seven (7) business days of the District's receipt thereof), and to inspect the work in progress, provided however, that in conducting such inspections, the District shall not interfere with the work in progress. Any deficiencies noted by the District shall be brought to the attention of the County and the deficiencies shall be promptly addressed by the County.
- C. The District shall have the right to participate in the final inspection of the Project.
- D. If, after completion of the Project and mutual acceptance of the full accounting of the funds expended on the Project, Project Costs are determined to be in excess of \$700,000.00, the District will forward the full amount of the actual Project Costs in excess of its initial payment to the County within thirty (30) days of the mutual acceptance of the full accounting.

5. Termination of Previously Executed Joint Participation Agreement

The Parties hereby mutually agree to terminate the Joint Participation Agreement for West Airport Pavement Rehabilitation approved by the County's Commissioners Court on February 8, 2022.

6. Termination of this Agreement

- A. Either Party may terminate this Agreement, without cause, at any time prior to the letting of construction for the Project, by written notice to the other Party.
- B. After the letting of construction for the Project, this Agreement is not subject to termination.

7. Dispute Resolution

- A. In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, the Parties agree to submit the dispute to mediation.
- B. In the event either Party desires to mediate any dispute, that Party shall notify the other in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.
- C. All expenses associated with mediation shall be shared 50 percent (50%) by each Party.

- D. The requirement to seek mediation shall be a condition required before filing an action at law or in equity. Any such action shall be filed in a court of competent jurisdiction in Fort Bend County, Texas, and the laws of Texas shall apply.

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 through a mutually agreed upon, written amendment between County and District.

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.

10. Notices

- A. All notices to either Party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such Party at the following addresses:

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

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

District: Fort Bend County Municipal Utility District No. 134B
c/o Coats Rose, PC
9 Greenway Plaza, Suite 1000
Houston, Texas 77046

- B. All notices shall be deemed given on the date so 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.

11. 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 respect, 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.

12. Responsibilities of the Parties

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

13. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the County shall remain the property of the County. All data prepared under this Agreement shall be made available to the District without restriction or limitation on their further use.

14. Compliance with Laws

The Parties shall comply with all federal, county, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement.

15. Sole Agreement

This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

16. Inspection of Books and Records

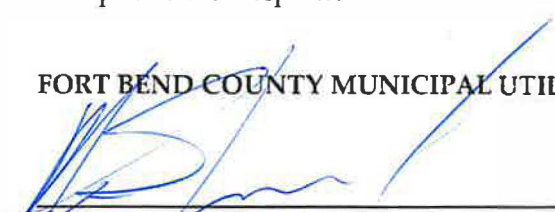
The Parties shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to County and District, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, County and District and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

17. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the Party represented.

IN TESTIMONY HEREOF, the Parties hereto have caused these presents to be executed in duplicate counterparts.

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 134B


Matthew Shepard, President

1-19-2023
Date

Attest:


Franklin Hood, Secretary



FORT BEND COUNTY, TEXAS:


County Judge KP George

KP George, County Judge

February 7, 2023

Date

Attest:


Laura Richard, County Clerk



Approved:


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

01/31/2023

Date

I:\Marcus\Agreements\Engineering\Road Construction\West Airport\MUD 134B\JPA - Aliana Pavement Rehab.docx.1/11/2023

EXHIBIT A

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 134B
FORT BEND COUNTY, TEXAS

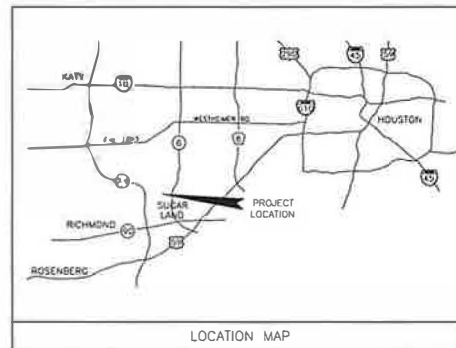
CONSTRUCTION PLANS FOR

PAVING AND APPURTENANCES

TO SERVE

ALIANA PAVEMENT REHABILITATION
CITY OF HOUSTON E.T.J.

JOB NO. 2883-0001
DATE: DECEMBER 2022



LOCATION MAP

ONE-CALL NOTIFICATION
720-555-1234
CALL 800-555-1234
(713) 555-1234 (IN HOUSTON)
(NEW STATEWIDE NUMBER OUTSIDE HOUSTON)
1-800-543-5000



SHEET INDEX

1. COVER SHEET
2. GENERAL NOTES AND TEMPORARY TRAFFIC CONTROL DETAILS
3. PAVEMENT REPAIR OVERALL LAYOUT
4. ALIANA SECTION 30 PAVEMENT REPAIR
5. ALIANA SECTION 30 PAVEMENT REPAIR
6. ALIANA SECTION 37 PAVEMENT REPAIR
7. ALIANA SECTION 44 PAVEMENT REPAIR
8. WEST AIRPORT BOULEVARD PAVEMENT REPAIR
9. WEST AIRPORT BOULEVARD PAVEMENT REPAIR
10. WEST AIRPORT BOULEVARD PAVEMENT REPAIR
11. WEST AIRPORT BOULEVARD PAVEMENT REPAIR
12. PAVING CONSTRUCTION DETAILS
13. PAVING CONSTRUCTION DETAILS, EXPANSION
14. JOINTS AND SAWCUT DETAILS
15. PAVING FINISHES DETAILS

FORT BEND COUNTY ENGINEER

ENGINEER:
J. STACY SLAWINSKI, P.E.

DATE:
THESE SIGNATURES ARE VOID IF CONSTRUCTION
HAS NOT COMMENCED IN ONE (1) YEAR FROM
DATE OF APPROVAL.

APPROVED:
DEVELOPMENT COORDINATOR
DATE:

ENGINEER:
LJA Engineering, Inc.

3600 W. Sam Houston Pkwy S.
Suite 600
Houston, Texas 77062

Phone 713.953.5200
Fax 713.953.5026
FRI-1396

RECORD DRAWING

I CERTIFY THAT THIS DRAWING REFLECTS THE
IMPROVEMENTS CONSTRUCTED AS TO SIZE,
LOCATION AND GRADE AND THAT THE
CONSTRUCTION WAS IN FULL COMPLIANCE WITH
THE CONTRACT DOCUMENTS.

BY _____ DATE _____
TITLE _____

APPROVED FOR CONSTRUCTION

BY _____ DATE _____

LJA
LJA Engineering, Inc.

SHEET 1 OF 14



ALIANA PAVEMENT REHABILITATION FOR F.B.C.M.U.D. NO. 134B - JOB NO. 2883-0001

LJA Engineering, Inc. 3500 W. Sam Houston Pkwy. S. Suite 200 Houston, Texas 77062
 Phone: 713.433.8200 Fax: 713.433.8201
 Email: info@lja.com Website: www.lja.com



BENCHMARK:
 A=1212 - BRASS DOW, STAMPED A=1212 1921, SET IN THE TOP OF A CONCRETE PERSHALL ON THE WEST BOUND LINE OF WEST ANCHOR BLVD. 4.1 FEET WEST ALONG THE LINE FROM THE JUNCTION OF WEST ANCHOR BLVD. TO THE TOP OF THE CONCRETE PERSHALL. AND 17.0 FEET NORTH OF THE CENTERLINE OF THE WESTWOOD AVENUE, AND 17.0 FEET NORTH OF THE CENTERLINE OF THE WESTWOOD AVENUE, AND 17.0 FEET NORTH OF THE CENTERLINE OF THE WESTWOOD AVENUE.

RLV = 78.45 FEET (MCH. 28) 1973 ADJ. 1973

RLV = 73.19 FEET 1973 ADJ. 1973

NOTES:

RECORD DRAWING
 I CERTIFY THAT THIS DRAWING REFLECTS THE APPROXIMATE CONSTRUCTION AS TO SIZE, LOCATION AND GRADE AND THAT THE CONSTRUCTION WAS IN FULL COMPLIANCE WITH THE CONTRACT DOCUMENTS.

BY: _____ DATE: _____

TITLE: _____

FOR: FORT BEND COUNTY ENGINEERING DEPARTMENT

APPROVED: _____
 DATE: _____

DATE: _____ REVISION: _____ BY: _____

F.B.C.M.U.D. NO. 134B

ALIANA PAVEMENT REHABILITATION

PAVEMENT REPAIR OVERALL LAYOUT

LJA Engineering, Inc.
 3500 W. Sam Houston Pkwy. S. Suite 200 Houston, Texas 77062
 Phone: 713.433.8200 Fax: 713.433.8201
 Email: info@lja.com Website: www.lja.com

PROJECT NO: 2003-0001

DESIGNED BY: _____ CHECKED BY: _____ DATE: DECEMBER 2003

STATE OF TEXAS
ORLANDO RUIZ
 12/13/2003

FILE NO: _____

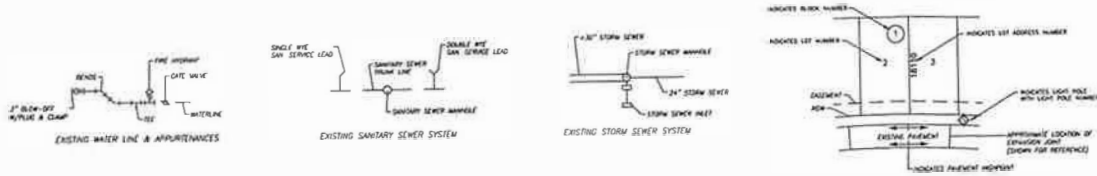
DRAWING SCALE: _____

SCALE: 1" = 400'

SHEET NO. 3 of 14

ALIANA PAVEMENT REHABILITATION FOR F.B.C.M.U.D. NO. 134B + JOB NO. 2883-0001

LEGEND



BENCHMARK:
 A-1212 = IRVING DICK, STATIONED A-1212 1973 SET IN THE TOP OF A CONCRETE PILE DRIVEN IN THE WEST SIDE OF THE ROAD FROM THE CORNER OF JUMP & IN PLACING THE DICK IN SET 20 FEET EAST OF THE WEST END OF THE NORTH CONCRETE PILE AND 120 FEET NORTH OF THE CENTERLINE OF THE ROADWAY LANE, AND 10 FEET LOWER THAN THE ROAD.
 ELEV = 78.65 FEET (NGVD-29) 1973 ADJ. DICK.
 N-1000 PIVOT W/ L.A. CAP LOCATED APPROX. 100 FEET SOUTHWEST OF THE NORTHEAST CORNER OF THE ALANA PROJECT AT THE INTERSECTION OF WAGON ROAD AND FM 1484.
 ELEV = 93.19 FEET 1973 ADJ.

NOTES:

RECORD DRAWING
 I CERTIFY THAT THIS DRAWING REFLECTS THE IMPROVEMENTS CONSTRUCTED AS TO DATE, LOCATION AND GRADE AND THAT THE CONSTRUCTION WAS IN FULL COMPLIANCE WITH THE CONTRACT DOCUMENTS.
 BY _____ DATE _____

FOR: FORT BEND COUNTY ENGINEERING DEPARTMENT
 APPROVED: _____
 DATE: _____
 TITLE: _____

F.B.C.M.U.D. NO. 1348

ALIANA PAVEMENT REHABILITATION

ALIANA SECTION 36 PAVEMENT REPAIR

LJA Engineering, Inc.
 2025 W. Sam Houston Pkwy. & Highway 100, Suite 100
 Houston, Texas 77042
 Phone: 713-963-1070 Fax: 713-963-1070
 E-mail: lja@lja.com

LJA PROJECT NO: 2883-0001
 DESIGNED BY: CH DRAWN BY: CH DATE: OCTOBER 2022

SEAL OF LJA ENGINEERING, INC.
 127877
 12/23/2022

FILE NO: _____
DRAWING SCALE: _____
SCALE: 1" = 60'
SHEET NO: 5 OF 14

ALIANA PAVEMENT REHABILITATION FOR F.B.C.M.U.D. NO. 1348 - JOB NO. 2883-0001

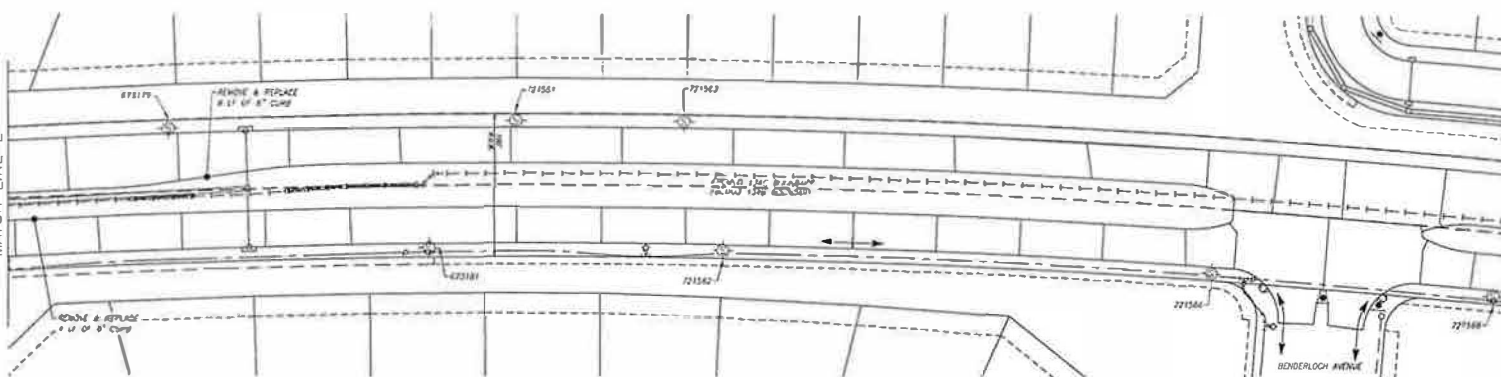
Figure 10: Typical Sanitary Sewer System. The figure consists of four diagrams illustrating different components and configurations of a sanitary sewer system. The first diagram, 'EXISTING WATER LINE & APPURTENANCES', shows a water line with a blow-off, a valve, and a fire hydrant. The second diagram, 'EXISTING SANITARY SEWER SYSTEM', shows a sanitary sewer main with a manhole, a sanitary sewer branch, and a sanitary sewer inlet. The third diagram, 'EXISTING STORM SEWER SYSTEM', shows a storm sewer main with a manhole, a storm sewer branch, and a storm sewer inlet. The fourth diagram, 'TYPICAL SANITARY SEWER SYSTEM', shows a cross-section of a sanitary sewer pipe with a manhole, a sanitary sewer branch, and a sanitary sewer inlet. The diagrams are labeled with various components and dimensions.



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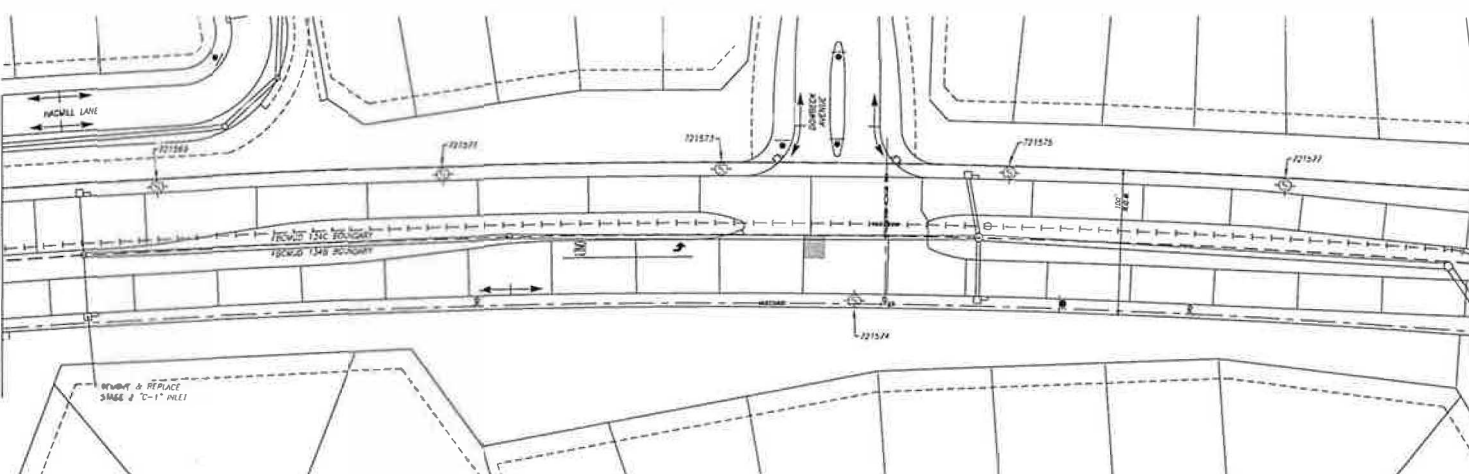
[illegible]

REPAIR & REPLACE PAVEMENT



SEE SHEET NO. 9
MATCH LINE

SELL THIS SHEET
MATCH LINE



SEE THIS SHEET
MATCH LINE F

SEL SHEET NO. 11
MATCH LINE C

