AGREEMENT

This Agreement ("Agreement") is entered into by and between **Harris County** ("County") and **Balmoral LT, LLC** ("Balmoral"). County and Balmoral may each be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, County intends to construct roadway and drainage improvements on Woodland Hills Drive (Phase II) from approximately 1,400 feet north of Sunset Breeze Drive to approximately 500 feet south of Woodland Path Drive, located in Harris County Precinct 2 ("Project"); and

WHEREAS, to facilitate future development in the area. Balmoral desires that County include the following additional improvements (the "Balmoral Improvements"), at the approximate locations illustrated on Exhibit A, attached;

- i) the installation of multiple 6-inch PVC pipe sleeves for irrigation purposes ("Irrigation Sleeves"),
- ii) construction of a 24-inch storm sewer with a manhole at each; and

WHEREAS, the Parties desire to cooperate in accordance with the terms of this Agreement to design and install the Balmoral Improvements as part of the Project.

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

TERMS

I. Responsibilities of the Parties

- A. Upon execution of this Agreement, County shall send Balmoral an invoice in the sum of \$34,653.29, the agreed-upon fixed fee to pay for the cost of the design and installation of the Balmoral Improvements.
- B. Balmoral shall remit payment in such amount to County within thirty (30) days of the date of the invoice.
- C. Upon receipt of the payment from Balmoral, County will authorize its Engineer for the Project to incorporate the design of the Balmoral Improvements into the PS&E for the Project. County's contract for construction of the Project will include the installation of the Balmoral Improvements.
- D. Upon completion of construction of the Project, Balmoral shall assume full ownership of and responsibility for the maintenance and repair of the Irrigation Sleeves, including any damage caused by the Irrigation Sleeves, to the County roadway or other County facilities

within the road right-of way. County will not be responsible for the ongoing maintenance or condition of the Irrigation Sleeves. Balmoral will have no responsibility for maintenance and repair of the remaining Balmoral Improvements set out in the Recitals above. Balmoral may request authorization from the County to assign the maintenance responsibilities of the Irrigation Sleeves to a governmental entity such as a municipal utility district or a homeowners association, and upon consent of County, may assign such maintenance responsibilities.

II. Term and Termination

- A. This Agreement is effective as of the date that is approved and executed by all Parties (the "Effective Date") and remains in full force and effect until the completion of construction or the receipt by the County of all funds due by Balmoral under the terms of this Agreement, whichever is later.
- B. County may terminate this Agreement at any time prior to completing the installation of the Balmoral Improvements by giving written notice to Balmoral and returning all unexpended funds provided by Balmoral under this Agreement.

III. Limitation of Appropriation

The Parties understand and agree, said understanding and agreement also being the absolute essence of this Agreement, that County is not appropriating any funds through this Agreement.

IV. Liability of the Parties

To the extent allowed by law, each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission, intentional tort, intellectual property infringement, or failure to pay a vendor, committed by the Party or its employees, officials, agents, consultants under contract, or any other entity over which it exercises control, to the extent permitted by law.

V. Notice

Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Balmoral at the following addresses

Balmoral: Balmoral LT, LLC

C/O Land Tejas Companies 2450 Fondren Road, Suite 250

Houston, Texas 77063 Attention: James Henrie

Email: jhenrie@landtejas.com

County: Harris County Engineering Department

1001 Preston Avenue, 7th Floor Houston, Texas 77002-1893

Attention: Weona Dean, Contract Coordinator

Email: weona.dean@eng.hctx.net

Any Notice given hereunder is deemed given upon hand delivery or three (3) days after the date of deposit in the United States Mail.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

VI. Miscellaneous

- A. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of Balmoral for any purpose. Balmoral, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.
- B. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than Balmoral for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.
- C. Waiver of Breach. A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach. No waiver or waivers of any breach or default (or any breaches or defaults) by

either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

- D. No Personal Liability; No Waiver of Immunity.
 - (1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
 - (2) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
 - (3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.
- E. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- F. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

G. Contract Construction.

- (1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- (2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- (3) When terms are used in the singular or plural, the meaning shall apply to both.
- (4) When either the male or female gender is used, the meaning shall apply to both.
- H. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

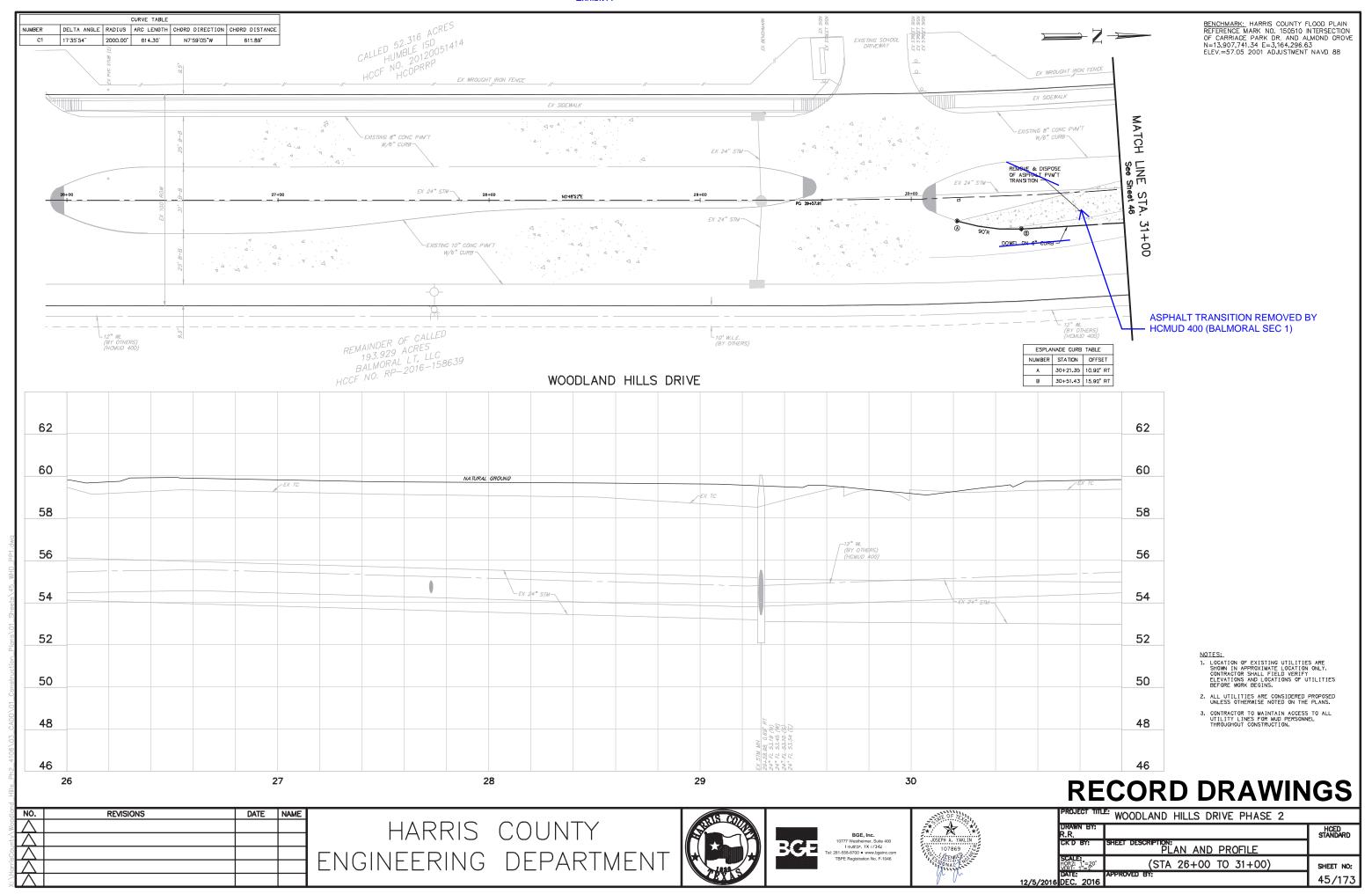
- I. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.
- J. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.
- K. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- L. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- M. Warranty. By execution of this Agreement, the Balmoral warrants that the duties accorded to the Balmoral in this Agreement are within the powers and authority of the Balmoral.
- N. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Balmoral warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Balmoral does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- O. Anti-Boycott. In accordance with Tex. Gov't Code Ann. § 2270.002, Balmoral warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement.
- P. Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is duly authorized representative with the power to execute the Agreement.

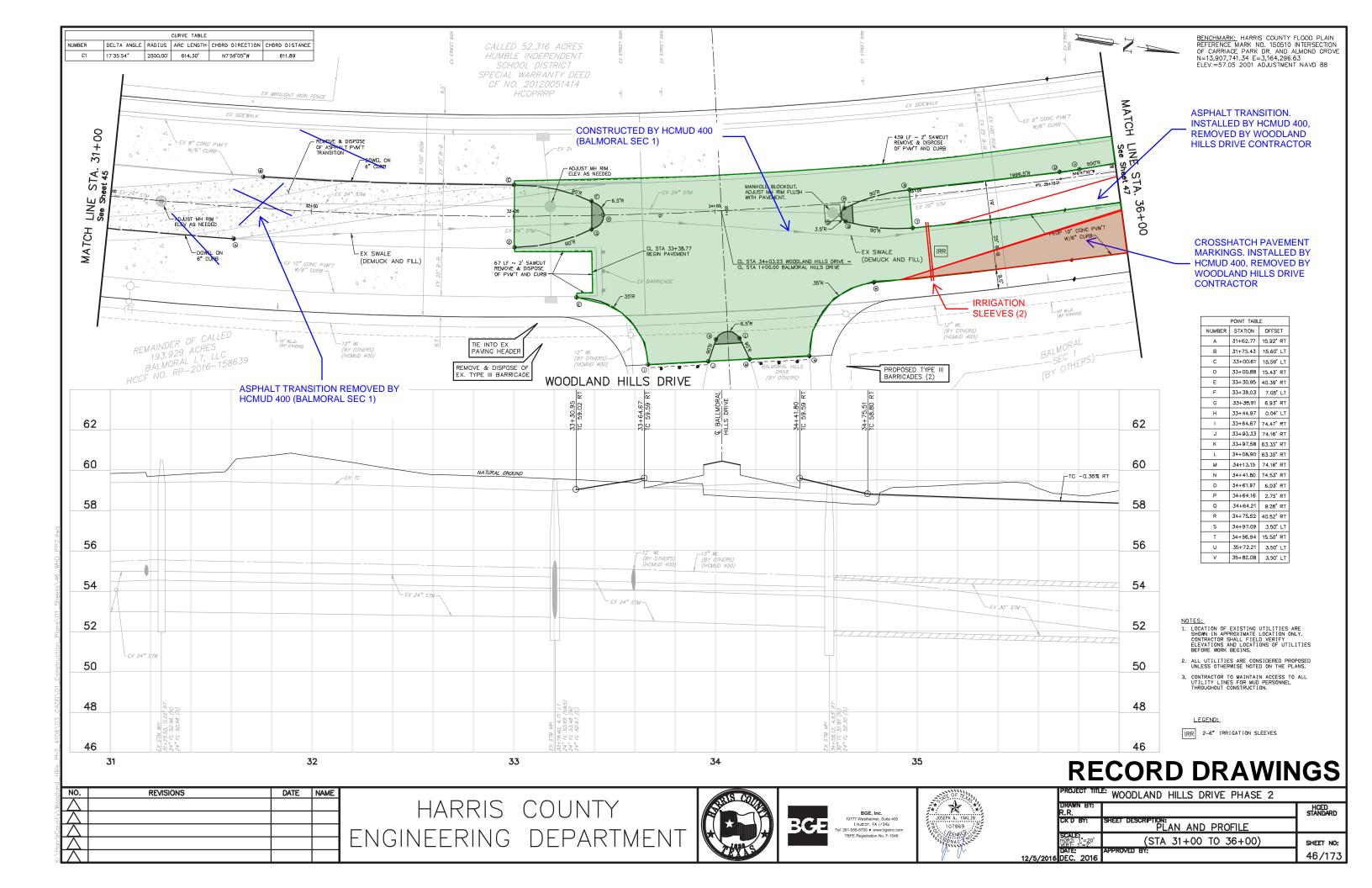
HARRIS COUNTY BALMORAL LT, LLC a Texas limited liability company By:___ By: Lina Hidalgo, County Judge Al P. Brende, President Date: _____ L.T. Partnership, LTD Texas limited partnership, its manager, and L.T. Management, Inc., a Nevada corporation, its general partner APPROVED AS TO FORM: ATTEST: CHRISTIAN D. MENEFEE County Attorney By: <u>Deanne</u> a. Lin

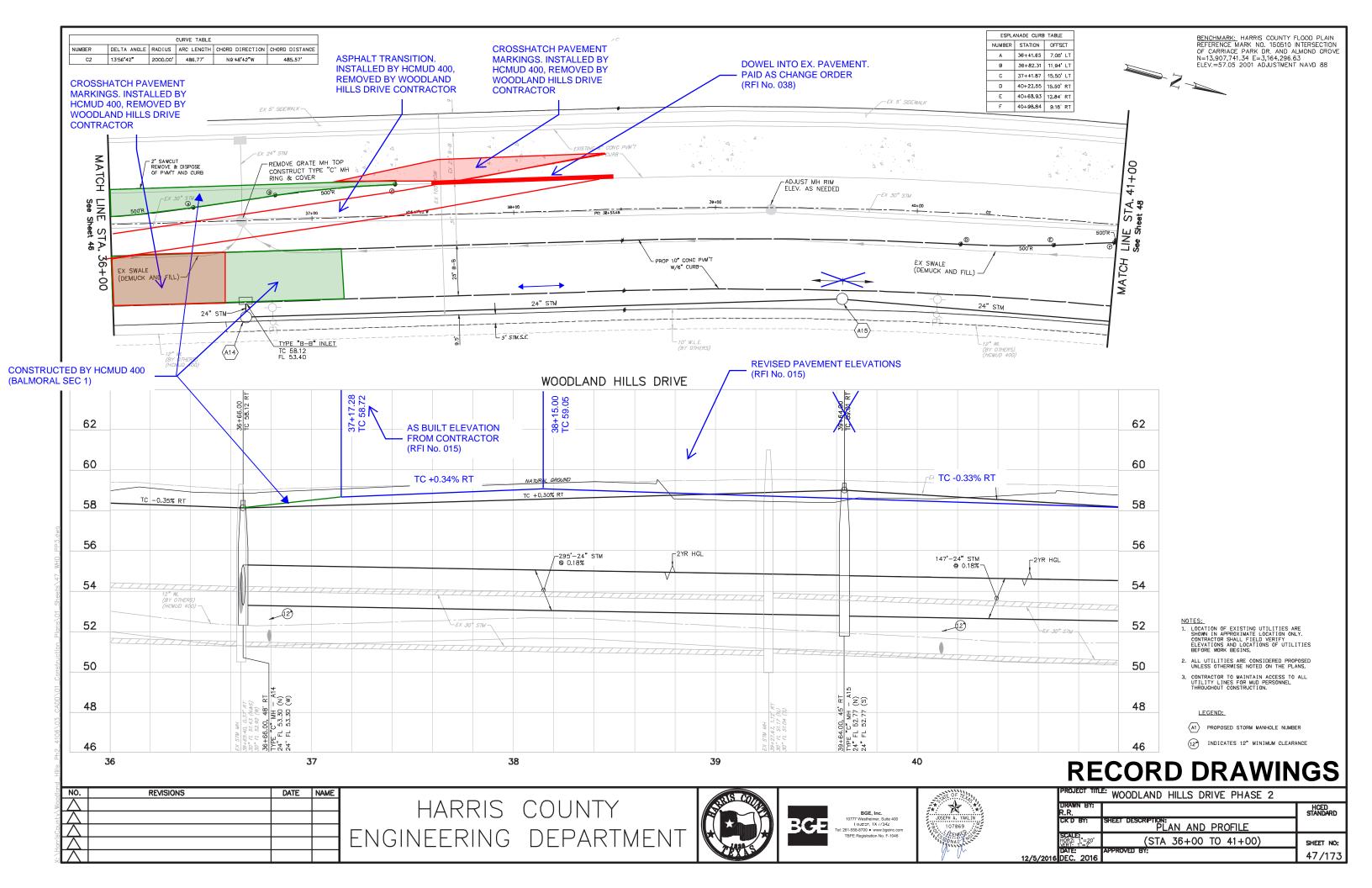
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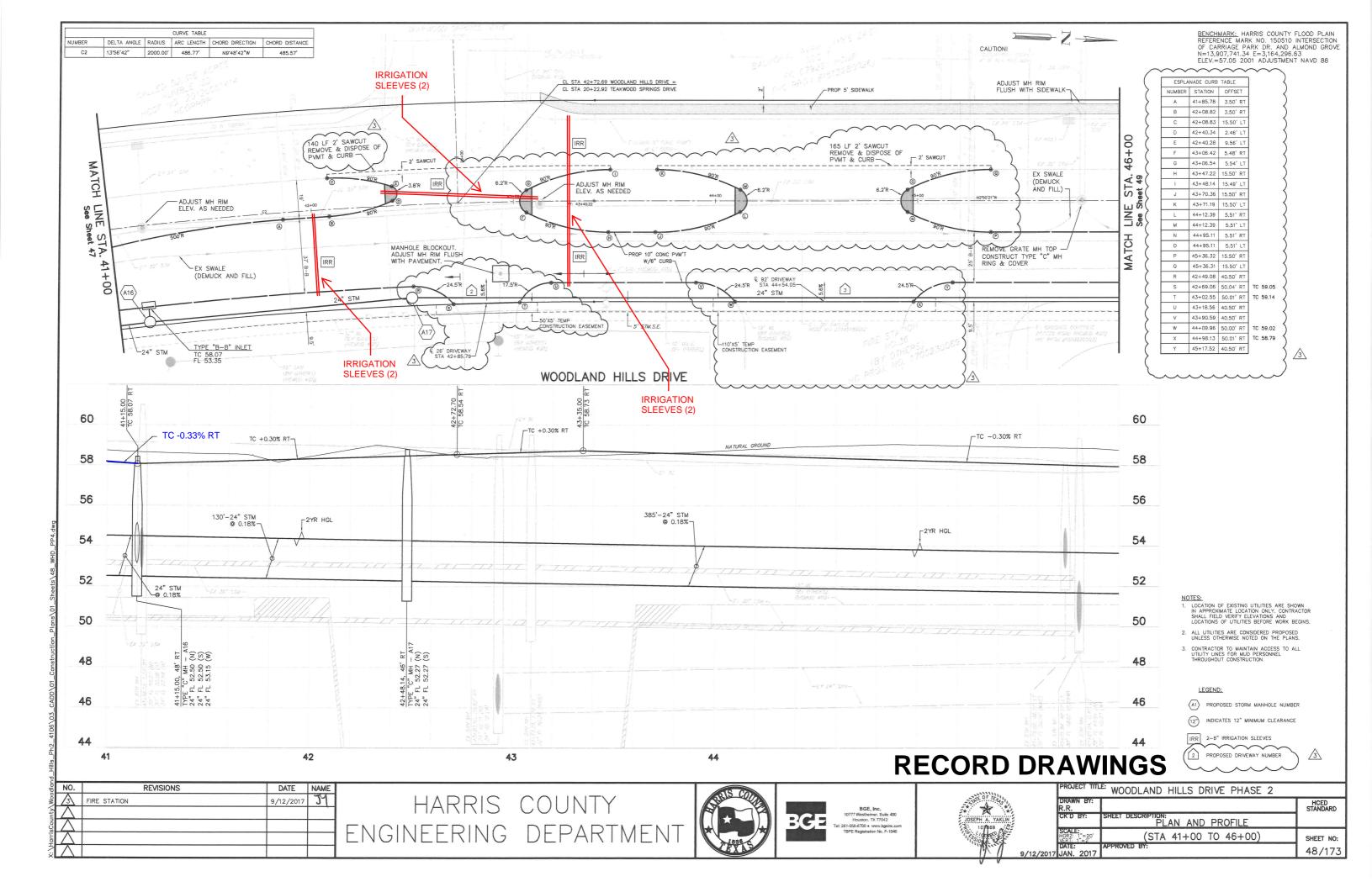
DeAnne A. Lin

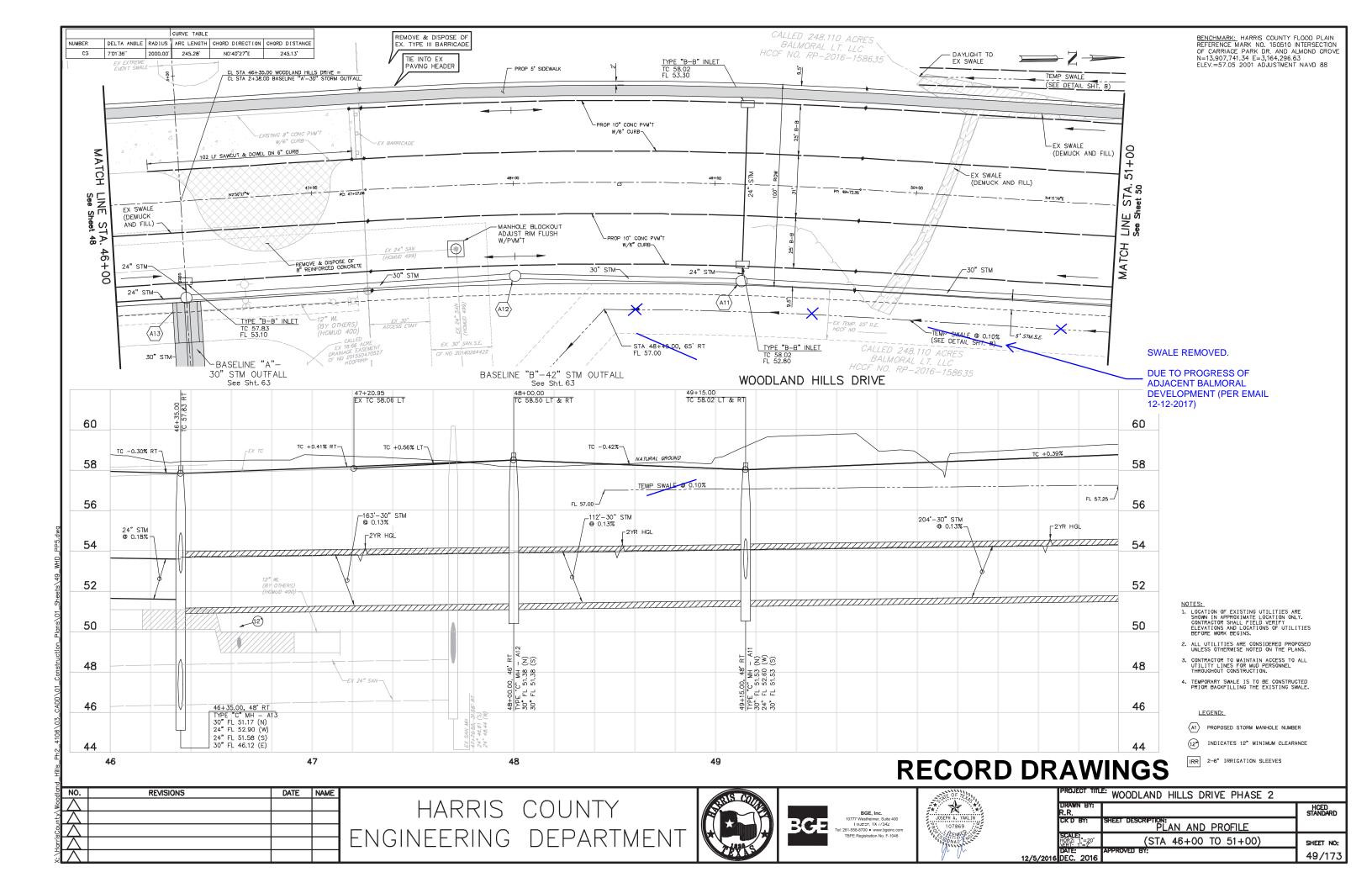
Assistant County Attorney CAO File No.: 17GEN0063

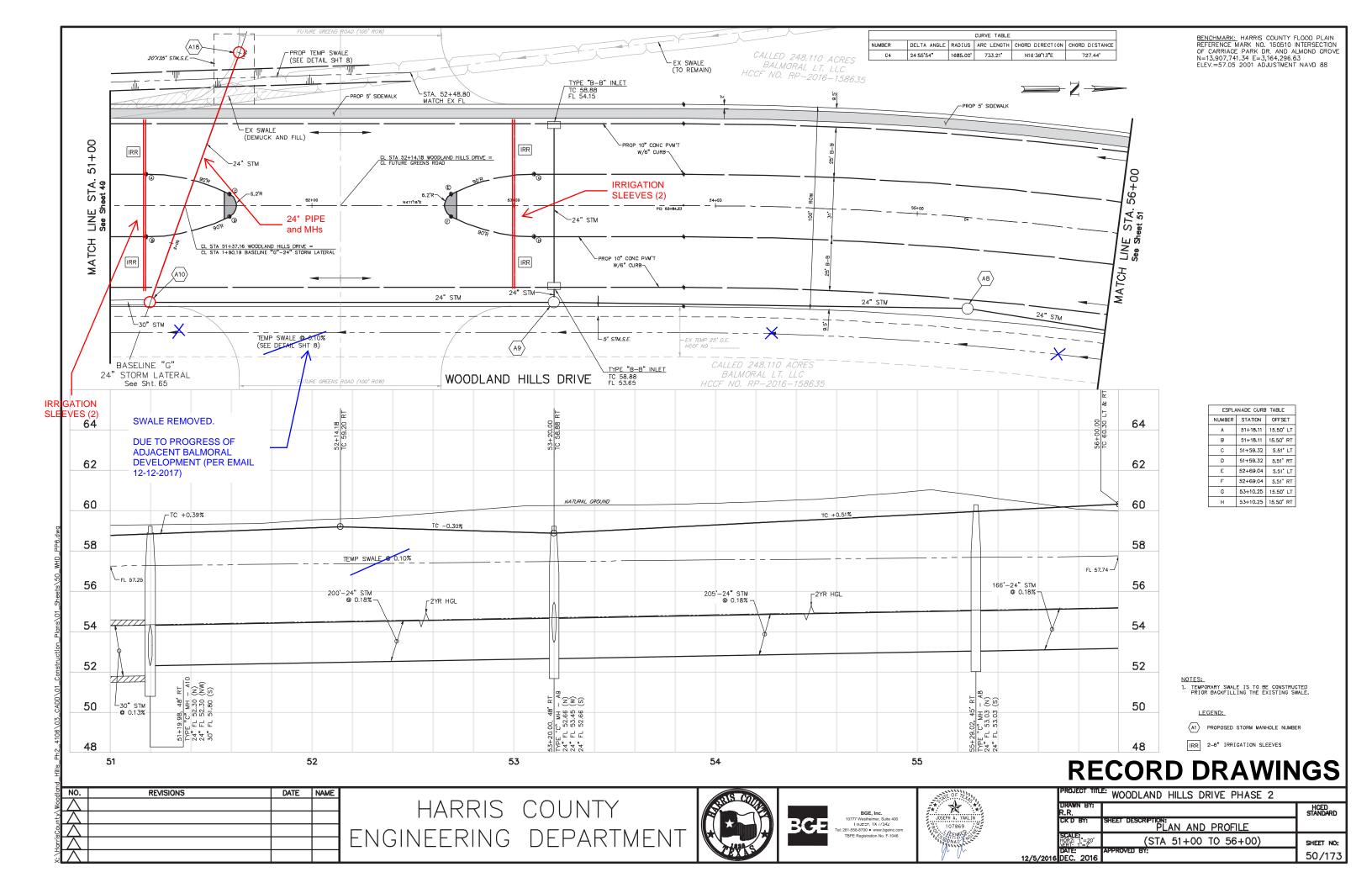


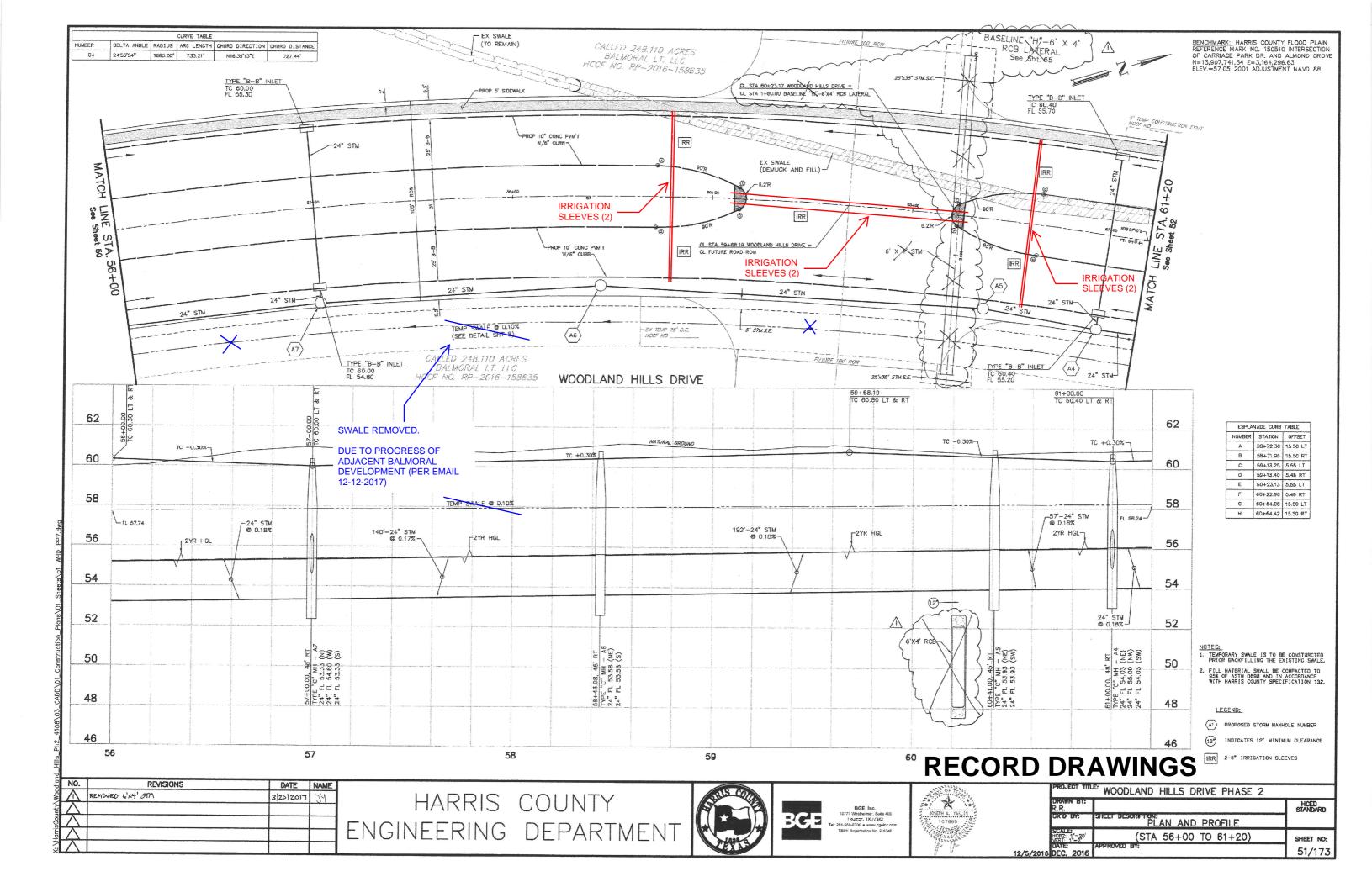


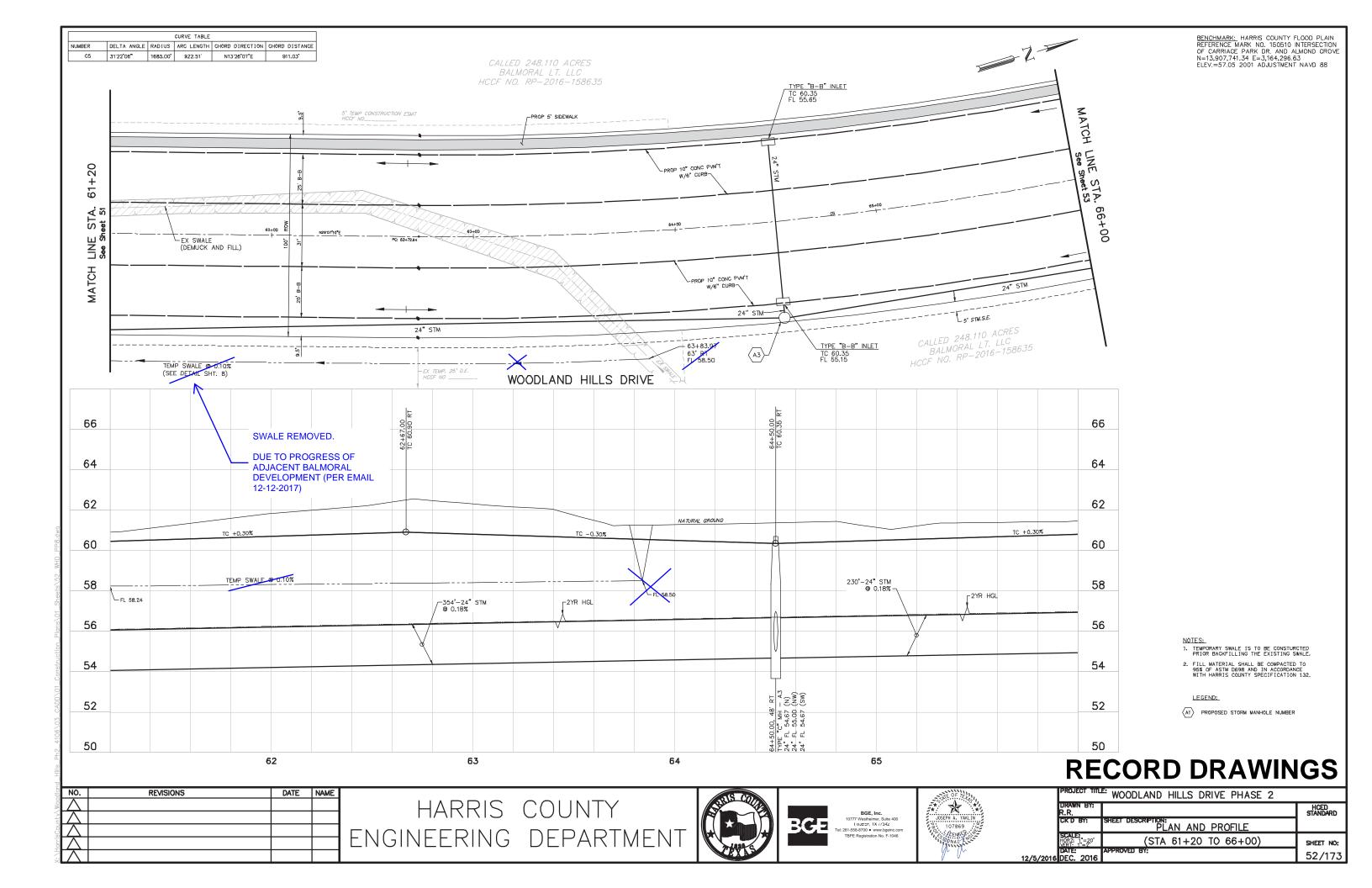


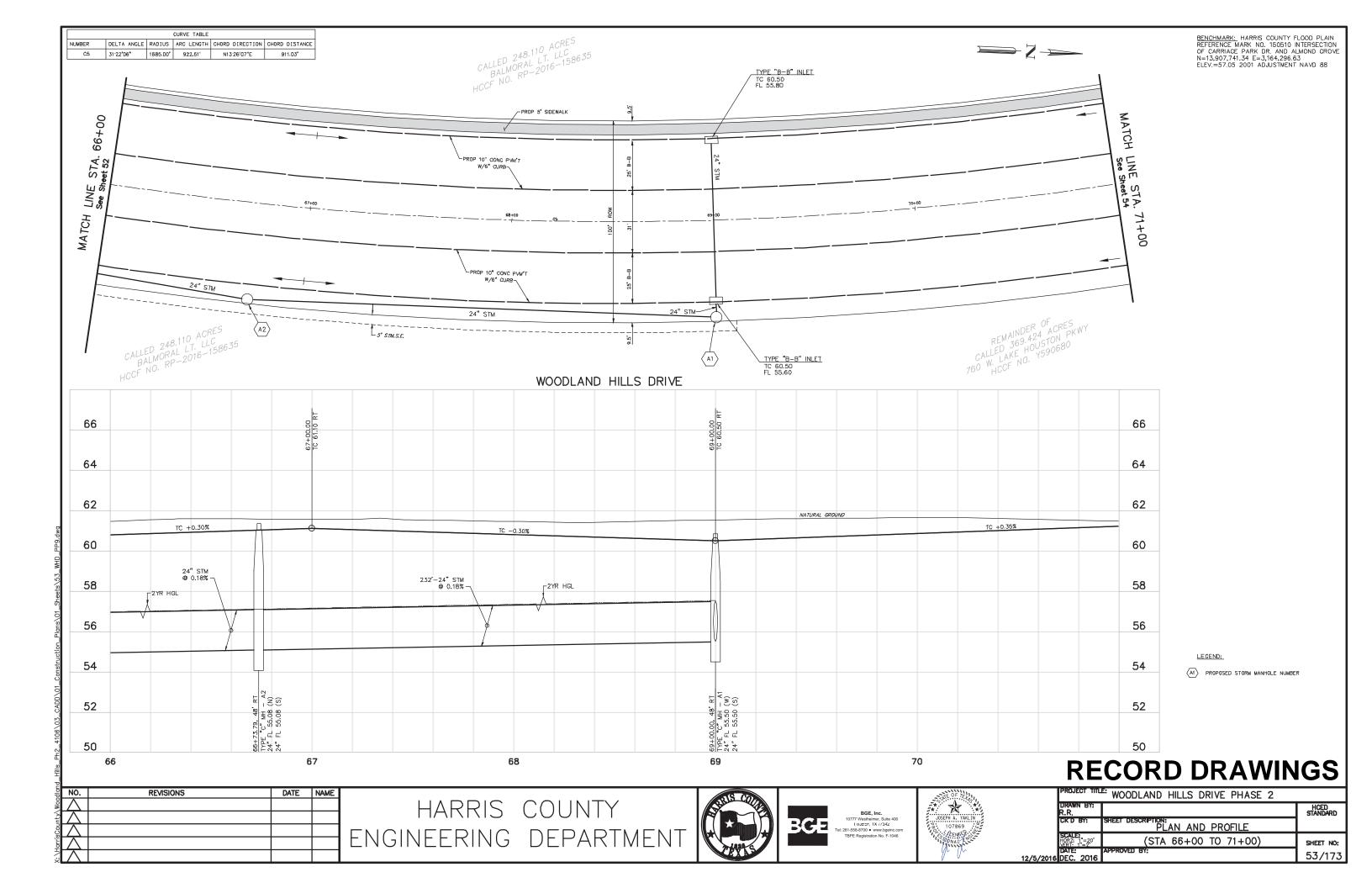


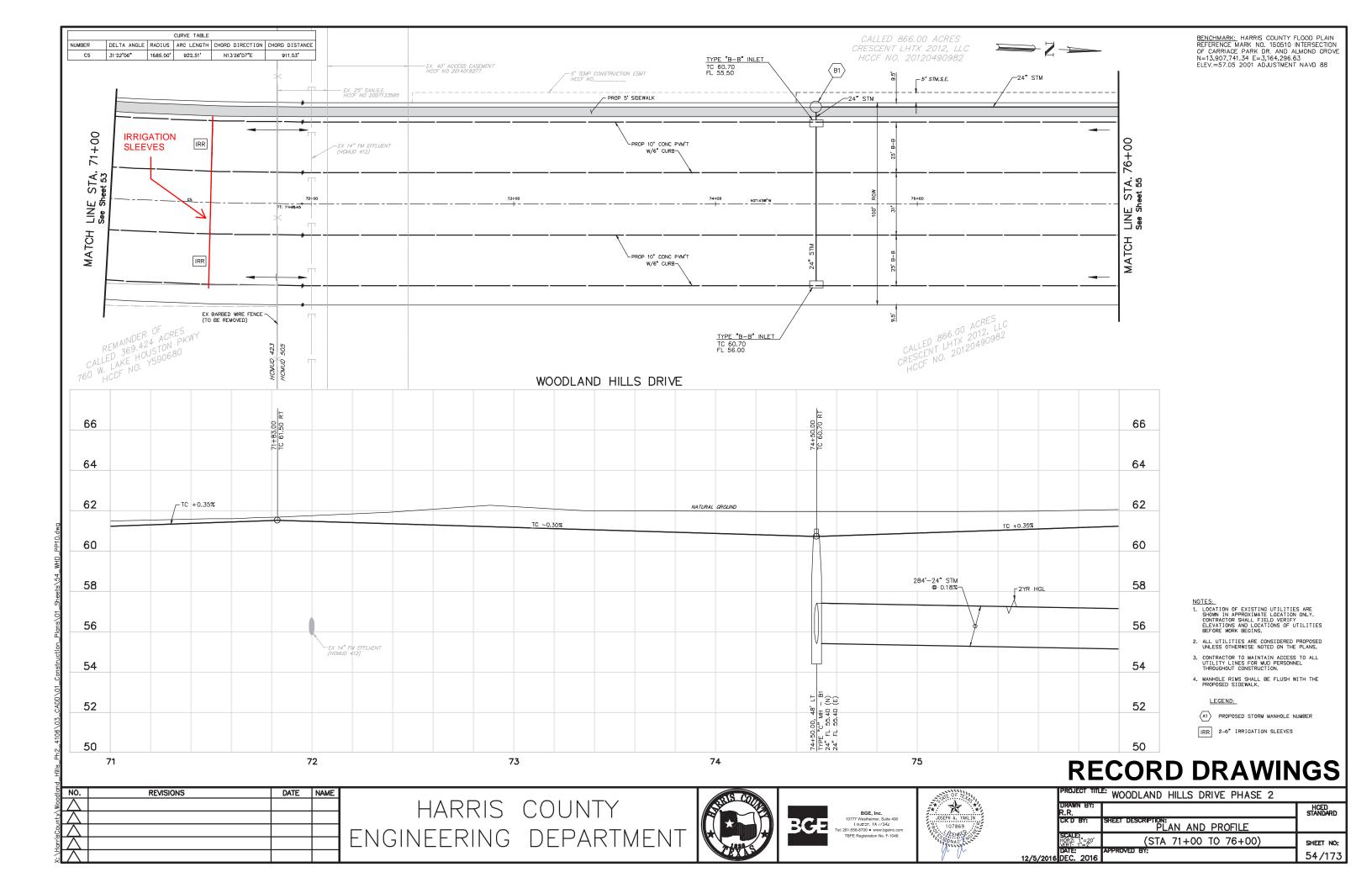












CONSTRUCTION COST ESTIMATE

Woodland Hills Drive, Phase 2 (Balmoral Cost Share) 1400 ft North of Sunset Breeze Drive 500 ft South of Woodland Path Drive 7500'

Project: Limit From: Limit To: Proj Length: Precinct: UPIN: Job No: Two and Four 16102MF0HY02 16/0344 BGE, Inc. 02/12/21 Prepared By: Date:

	Su	mmary of Estimate			
Stage:		Bid			
Total Amount for I	Roadway:	\$6,795,759.24			
Total Amount for 2	XXXX:	\$0.00			
Total Amount for XXXX:		\$0.00			
Total Amount for XXXX:		\$0.00			
Grand Total Amou	ınt:	\$6,795,759.24			
Contingencies: 0%		\$0.00			
Grand Total Project:		\$6,795,759.24			
Balmoral Cost Share:		\$34,653.29			

			TOTAL BALMORAL COST SI					COCT CHARE
ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	TOTAL UNIT PRICE	AMOUNT	QUANTITY ADJUSTMENT	INCREASE / DECREASE
4 A		I IRATION AND EARTHWORK		<u>I</u>	I		ADJUGITMENT	DECREASE
1	Drawing	Project Sign	EA	2.00	\$750.00	\$1,500.00	0.00	\$0.00
2	102	Clearing and Grubbing	LS	1.00	\$480,000.00	\$480,000.00	0.00	\$0.00
3	104	Removing Old Concrete (Curb)	LF	934.00	\$1.00	\$934.00	0.00	\$0.00
4	104	Removing Old Concrete (Pavement)	SY	283.00	\$8.00	\$2,264.00	0.00	\$0.00
5	104	Removing Old Concrete (Sidewalk)	SY	20.00	\$8.00	\$160.00	0.00	\$0.00
6	104	Removing Old Concrete (Curb Ramps)	SY	14.00	\$5.00	\$70.00	0.00	\$0.00
7	110	Roadway Excavation Including 3" Topsoil	CY	30,551.00	\$13.00	\$397,163.00	0.00	\$0.00
8	495	Removing Old Structures - Wooden Bollards	EA	4.00	\$25.00	\$100.00	0.00	\$0.00
9	495	Removing Old Structures - Brick Plug	EA	1.00	\$650.00	\$650.00	0.00	\$0.00
10	500	Remove & Dispose Traffic Signs, Mail Boxes and Roadway Signs	EA	13.00	\$25.00	\$325.00	0.00	\$0.00
11	500	Remove & Relocate Traffic Signs, Mail Boxes and Roadway Signs	EA	2.00	\$100.00	\$200.00	0.00	\$0.00
12	540	Remove and Dispose Existing Asphaltic Surface and Base Material (All Depths)	SY	575.00	\$7.00	\$4,025.00	0.00	\$0.00
13	550	Remove and Dispose Fence (All Types)	LF	278.00	\$7.00	\$1,946.00	0.00	\$0.00
	1			Su	btotal of Item A	\$889,337.00		\$0.00
1	PAVING			1				
14	220	Lime Stabilized Subgrade (8" Depth)	SY	41,600.00	\$3.00	\$124,800.00	0.00	\$0.00
15	221	Hydrated Lime (Slurry) or Commercial Lime Slurry	TON	832.00	\$165.00	\$137,280.00	0.00	\$0.00
16	360	Concrete Pavement (10")	SY	38,540.00	\$49.00	\$1,888,460.00	0.00	\$0.00
17	361	Full Depth Repair of Concrete Pavement (10")	SY	408.00	\$150.00	\$61,200.00	0.00	\$0.00
18	473	Adjusting Manhole (with Blockout)	EA	3.00	\$200.00	\$600.00	0.00	\$0.00
19	516	Flex Beam Guardrail (12 Gauge) Including Mow Strip	LF	225.00	\$25.00	\$5,625.00	0.00	\$0.00
20	516	Flex Beam Guardrail Terminal Anchor Section (25 FT)	EA	3.00	\$500.00	\$1,500.00	0.00	\$0.00
21	530	Reinforced Concrete Driveways, High Early Strength (10")	SY	72.00	\$98.00	\$7,056.00	0.00	\$0.00
22	530	Reinforced Concrete Curb	LF	25,485.00	\$3.00	\$76,455.00	0.00	\$0.00
23	530	Reinforced Concrete Curb (6") (Doweled)	LF	370.00	\$10.00	\$3,700.00	0.00	\$0.00
24	530	Reinforced Concrete Sidewalks (4-1/2")	SY	3,435.00	\$50.00	\$171,750.00	0.00	\$0.00
25	530	ADA Ramp - Type 7	EA	2.00	\$1,500.00	\$3,000.00	0.00	\$0.00
26	535	Esplanades, Medians and Directional Islands	SY	75.00	\$75.00	\$5,625.00	0.00	\$0.00
27	536	Coloring Concrete Medians (Black)	SY	75.00	\$17.00	\$1,275.00	0.00	\$0.00
em B						\$2,488,326.00	l	\$0.00
·	STORM SEV		T				1	
28	120	Drainage Swale Excavation (Temporary Swale East of Right-of-Way)	CY	1,750.00	\$9.50	\$16,625.00	0.00	\$0.00
29	120	Drainage Swale Excavation (Swale at Outfall "B")	CY	395.00	\$14.00	\$5,530.00	0.00	\$0.00
30	120 429	Drainage Swale Excavation (Swale at Outfall "C")	CY	70.00 7,621.00	\$40.00 \$1.00	\$2,800.00 \$7,621.00	0.00	\$0.00 \$131.00
32	429	Trench Safety System (5' to 10') Trench Safety System (10' to 15')	LF	418.00	\$1.00	\$418.00	0.00	\$0.00
33	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	LF	6,919.00	\$58.00	\$401,302.00	131.00	\$7,598.00
34	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24')	LF	687.00	\$79.00	\$54,273.00	0.00	\$0.00
35	461	Corrugated Metal Pipe (24")(Pre-coated)(Galvanized)(16 Gauge)	LF	81.00	\$122.00	\$9,882.00	0.00	\$0.00
36	461	Corrugated Metal Pipe (30")(Pre-coated)(Galvanized)(16 Gauge)	LF	86.00	\$122.00	\$10,492.00	0.00	\$0.00
37	471	Precast Concrete Standard Manhole (5 ft ≤ Depth ≤ 10 ft)	EA	27.00	\$4,200.00	\$113,400.00	2.00	\$8,400.00
38	471	Precast Concrete Standard Manhole (≥ 10 ft)	EA	1.00	\$5,200.00	\$5,200.00	0.00	\$0.00
39	471	Precast Concrete Standard Manhole (Type "E" Inlet Top) (5 ft ≤ Depth ≤ 10 ft)	EA	5.00	\$5,000.00	\$25,000.00	0.00	\$0.00
40	471	Precast Concrete Standard Manhole (Type "E" Inlet Top) (≥ 10 ft)	EA	1.00	\$5,500.00	\$5,500.00	0.00	\$0.00
41	472	Type BB Inlet	EA	33.00	\$2,500.00	\$82,500.00	0.00	\$0.00
42	473	Adjusting Manhole	EA	9.00	\$200.00	\$1,800.00	2.00	\$400.00
	HCFCD	, ,						
43	02376 HCFCD	Interceptor Sturcture (HCFCD)	EA	1.00	\$3,400.00	\$3,400.00	0.00	\$0.00
44	02376	Reinforced Concrete Slope Paving (5")	SY	195.00	\$60.00	\$11,700.00	0.00	\$0.00
45	HCFCD 02378	Riprap (Gradation No. 1) (18")	SY	670.00	\$98.00	\$65,660.00	0.00	\$0.00
46	HCFCD 02505	High Density Polyethylene Pipe (42")	LF	120.00	\$86.00	\$10,320.00	0.00	\$0.00
em C	02303	Inigit Density Folyethyletie Fipe (42)	LF	120.00	\$00.00	\$833,423.00	0.00	\$16,529.00
ciii O	DRAINAGE (CHANNEL			Į.	ψ000,420.00		ψ10,323.00
47	120	Drainage Channel Excavation	CY	28,473.00	\$10.50	\$298,966.50	0.00	\$0.00
48	429	Trench Safety System (5' to 10')	LF	118.00	\$1.00	\$118.00	0.00	\$0.00
49	429	Jacking or Boring Pipe, C76, Class III, Rubber Gasket (24")	LF	60.00	\$130.00	\$7,800.00	0.00	\$0.00
50	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	LF	296.00	\$105.00	\$31,080.00	0.00	\$0.00
51	493	Riprap (Gradation No. 1) (18")	SY	650.00	\$98.00	\$63,700.00	0.00	\$0.00
<u> </u>	.50	Lubrah (manusing 1) (10)	1 01		btotal of Item D	\$401,664.50	0.00	\$0.00
	BRIDGE			Ju		ψ.υ.,υυ τ .ου		ψυ.υι
52	448	Bridge Plaque	EA	2.00	\$1,600.00	\$3,200.00	0.00	\$0.00
53	450	Traffic Rail	LF			\$3,200.00		
ರಿತ	400	mano nali	L LF	324.00	\$90.00	\$29,160.00	0.00	\$0.00

CONSTRUCTION COST ESTIMATE

Woodland Hills Drive, Phase 2 (Balmoral Cost Share) 1400 ft North of Sunset Breeze Drive 500 ft South of Woodland Path Drive 7500'

Project: Limit From: Limit To: Proj Length: Precinct: UPIN: Job No: Two and Four 16102MF0HY02 16/0344 BGE, Inc. 02/12/21 Prepared By: Date:

	Summary of Estimat
Stage:	Bid
Total Amount for Roadway:	\$6,795,759.24
Total Amount for XXXX:	\$0.00
Total Amount for XXXX:	\$0.00
Total Amount for XXXX:	\$0.00
Grand Total Amount:	\$6,795,759.24
Contingencies: 0%	\$0.00
Grand Total Project:	\$6,795,759.24
Balmoral Cost Share:	\$34,653.29

			TOTAL				DALMODAL	L COST SHARE
ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY ADJUSTMENT	INCREASE / DECREASE
54	450	Combination Rail	LF	1,047.00	\$116.00	\$121,452.00	0.00	\$0.00
55	450	Pedestrian Rail	LF	544.00	\$87.00	\$47,328.00	0.00	\$0.00
56	TXDOT 132	Embankment (FINAL) (DENS CONT) (TY C) (BID CODE 6006)	CY	2,004.00	\$9.00	\$18,036.00	0.00	\$0.00
57	TXDOT 132	Embankment (FINAL) (DENS CONT) (TY C1) (BID CODE 6025)	CY	585.00	\$9.00	\$5,265.00	0.00	\$0.00
58	TXDOT 132	Embankment (FINAL) (DENS CONT) (TY E) (CSBE) (BID CODE 6035)	CY	2,526.00	\$40.00	\$101,040.00	0.00	\$0.00
	TXDOT	Embankment (FINAL) (DENS CONT) (TY E) (CSBE) (RWALL FND IMPR) (BID						
59	132 TXDOT	CODE 6036)	CY	232.00	\$40.00	\$9,280.00	0.00	\$0.00
60	403 TXDOT	Temporary Special Shoring (BID CODE 6001)	SF	1,800.00	\$8.00	\$14,400.00	0.00	\$0.00
61	416	Drill Shaft (48 IN) (BID CODE 6006)	LF	1,040.00	\$230.00	\$239,200.00	0.00	\$0.00
62	TXDOT 420	CL C Concrete (Abutment) (BID CODE 6013)	CY	150.80	\$600.00	\$90,480.00	0.00	\$0.00
63	TXDOT 422	Reinforced Concrete Slab (BID CODE 6001)	SF	10,500.00	\$16.00	\$168,000.00	0.00	\$0.00
64	TXDOT 422	Bridge Sidewalk (BID CODE 6013)	SF	4,344.00	\$4.50	\$19,548.00	0.00	\$0.00
	TXDOT							
65	TXDOT	Approach Slab (BID CODE 6015)	CY	160.00	\$400.00	\$64,000.00	0.00	\$0.00
66	423 TXDOT	Retaining Wall (MSE) (Vertical Scheme) (SPL) (BID CODE 6019)	SF	4,956.00	\$41.00	\$203,196.00	0.00	\$0.00
67	425 TXDOT	Prestressed Concrete Girder (TX70) (BID CODE 6041)	LF	1,494.20	\$175.00	\$261,485.00	0.00	\$0.00
68	432	Riprap (Mow Strip) (4 IN) (BID CODE 6045)	CY	21.00	\$545.00	\$11,445.00	0.00	\$0.00
69	TXDOT 442	Structural Steel (Misc. Non-Bridge) (BID CODE 6007)	LB	420.00	\$10.00	\$4,200.00	0.00	\$0.00
70	TXDOT 450	Rail (Handrail) (Type B) (BID CODE 6048)	LF	62.60	\$62.00	\$3,881.20	0.00	\$0.00
	TXDOT							
71	454	Sealed Expansion Joint (4 IN) (SEJ - A) (BID CODE 6001)	LF	118.00	\$68.00	\$8,024.00	0.00	\$0.00
72	SS 8164	Wick Drains	LF	164,248.00	\$0.90	\$147,823.20 \$1,570,443.40	0.00	\$0.00 \$0.00
F	TRAFFIC CO	DITROL PLAN		30	blotal of item E	\$1,570,445.40	l	\$0.00
		Work Zone Pavement Markings 4" White/Solid (Removable) Furnished -Applied &	T					
73	665	Removed Work Zone Pavement Markings 4" Yellow/Solid (Removable) Furnished-Applied &	LF	435.00	\$0.75	\$326.25	0.00	\$0.00
74	665	Removed	LF	4,490.00	\$0.60	\$2,694.00	0.00	\$0.00
75	671 HCFCD	Traffic Control - Barricades, Barriers, Barrels, Cones, and Signing	MO	12.00	\$5,000.00	\$60,000.00	0.00	\$0.00
76	02378	All Weather Access Road (6" Gravel or Crushed Concrete)	SY	130.00	\$38.00	\$4,940.00	0.00	\$0.00
	ſ			Sı	btotal of Item F	\$67,960.25	L	\$0.00
G		ID PAVEMENT MARKINGS		1	1		1	
77	624	Aluminum Signs (Ground Mounted)- Furnish & Install Reflectorized Pavement Markings Type II 6" Curb Per Detail "D" - Furnish &	EA	14.00	\$210.00	\$2,940.00	0.00	\$0.00
78	660	Applied Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Dashed -	LF	1,830.00	\$0.90	\$1,647.00	0.00	\$0.00
79	660	Furnish & Applied (15' over 40')	LF	5,615.00	\$0.60	\$3,369.00	0.00	\$0.00
80	660	Reflectorized Pavement Markings Type I (Thermoplastic) 8" White/Solid - Furnish & Applied	LF	360.00	\$1.15	\$414.00	0.00	\$0.00
81	660	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	LF	45.00	\$8.00	\$360.00	0.00	\$0.00
		Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish &						
82	660	Applied Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-LEFT -	EA	3.00	\$125.00	\$375.00	0.00	\$0.00
83	660	Furnish & Applied	EA	3.00	\$125.00	\$375.00	0.00	\$0.00
84	663	Reflectorized Pavement Markers Type II-C-R - Furnish & Install Non-Reflectorized Ceramic Traffic Buttons (White) - Furnish & Install	EA	518.00	\$3.25	\$1,683.50	0.00	\$0.00
85	663 670	Permanent Type III Barricade	EA	144.00	\$3.00	\$432.00	0.00	\$0.00
86 87	674	Removing Pavement Striping & Markings (4" Width, Any Color/Solid)	EA LF	2.00 350.00	\$700.00 \$0.40	\$1,400.00 \$140.00	0.00	\$0.00 \$0.00
88	674	Removing Pavement Striping & Markings (Crosshatching, Any Color)	SF	11,385.00	\$0.40	\$2,277.00	0.00	\$0.00
	TXDOT	Delineator Assemblies (GF2) (White)						
89	658 TXDOT		EA	9.00	\$6.00	\$54.00	0.00	\$0.00
90	658	Delineator Assemblies (GF2) (Yellow)	EA	12.00	\$6.00	\$72.00	0.00	\$0.00
	I			Su	btotal of Item G	\$15,538.50		\$0.00
н		TER POLLUTION PREVENTION PLAN						
91	162	Sodding for Erosion Control (16")	LF	25,855.00	\$0.50	\$12,927.50	0.00	\$0.00
92	165	Hydro-Mulch Seeding TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees (Contractor NOI Fee % Horiz Countries NOI Fee Fee Fee hoult be set price of	AC	16.80	\$1,450.00	\$24,360.00	0.00	\$0.00
93	700	(Contractor's NOI Fee & Harris County's NOI Fee, Each Fee shall be set price of \$325.00)	EA	2.00	\$325.00	\$650.00	0.00	\$0.00
94	713	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal)	LF	6,275.00	\$3.00	\$18,825.00	0.00	\$0.00
		Inlet Protection Barrier (Stage 1, With Fiber Rolls; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	EA					
95	719	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and		40.00	\$115.00	\$4,600.00	0.00	\$0.00
96	724	installation, and 40% of unit cost for removal)) Concrete Truck Washout Structures (60% of unit cost for furnish and installation,	SY	336.00	\$60.00	\$20,160.00	0.00	\$0.00
97	730	and 40% of unit cost for removal)	LS	2.00	\$350.00	\$700.00	0.00	\$0.00
98	741	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost removal)	EA	46.00	\$58.00	\$2,668.00	0.00	\$0.00
99	750	Rock Filter Dam (Type 2; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	LF	120.00	\$28.00	\$3,360.00	0.00	\$0.00
100	751	SWPPP Inspection and Maintenance (Min. Bid - \$6,000.)	MO	120.00	\$6,000.00	\$72,000.00	0.00	\$0.00
. 50		The second state of the second	0	12.00	ψυ,υυυ.00	\$72,000.00	0.00	ψ0.00

CONSTRUCTION COST ESTIMATE

Project: Woodland Hills Drive, Phase 2 (Balmoral Cost Share)

1400 ft North of Sunset Breeze Drive 500 ft South of Woodland Path Drive 7500' Limit From: Limit To:

Proj Length: Precinct: Two and Four 16102MF0HY02 UPIN: Job No: 16/0344 Prepared By: Date: BGE, Inc. 02/12/21

Summary of Estimat						
Stage:	Bid					
Total Amount for I	Roadway:	\$6,795,759.24				
Total Amount for 2	XXXX:	\$0.00				
Total Amount for XXXX:		\$0.00				
Total Amount for XXXX:		\$0.00				
Grand Total Amount:		\$6,795,759.24				
Contingencies: 0%		\$0.00				
Grand Total Project:		\$6,795,759.24				
Balmoral Cost Share:		\$34,653.29				

				TOTAL			BALMORAL COST SHARE	
ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY ADJUSTMENT	INCREASE / DECREASE
				Su	btotal of Item H	\$160,250.50		\$0.00
1	** EXTRA W	ORK ITEMS						
101	360	Concrete Pavement (10") (High Strength) (Min. Bid \$35/SY)	SY	500.00	\$50.00	\$25,000.00	0.00	\$0.00
102	430	Seal Slab for Storm Sewer (6") (Min. Bid \$25/SY)	SY	500.00	\$28.00	\$14,000.00	0.00	\$0.00
103	433	Cement Stabilized Sand Base for High Strength Concrete (6" Depth) (Min. Bid \$6/SY)	SY	600.00	\$9.00	\$5,400.00	0.00	\$0.00
104	436	Well Pointing (Min. Bid \$15/LF)	LF	500.00	\$15.00	\$7,500.00	0.00	\$0.00
105	464	PVC Pipe (Irrigation Sleeves) (6")	LF	1,360.00	\$5.00	\$6,800.00	1625.00	\$8,125.00
106	464	PVC Pipe (Irrigation Sleeves) (Trenchless Construction) (6")	LF	60.00	\$34.00	\$2,040.00	60.00	\$2,040.00
107	480	Precast RCB (6' x 4')	LF	160.00	\$370.00	\$59,200.00	0.00	\$0.00
108	480	Brick Plug (6' x 4')	EA	2.00	\$1,200.00	\$2,400.00	0.00	\$0.00
109	559	Construction Safety Fence	LF	1,000.00	\$1.00	\$1,000.00	0.00	\$0.00
110	672	Off-Duty Uniformed Peace Office - As Directed by Engineer (Min. Bid \$25/HR)	HR	1,200.00	\$25.00	\$30,000.00	0.00	\$0.00
111	HCFCD 02378	All Weather Access Road (6" Gravel or Crushed Concrete)	SY	2,500.00	\$15.00	\$37,500.00	0.00	\$0.00
112	TXDOT 422	Bridge Sidewalk (High Early Strength) (BID CODE 6013)	SF	4,344.00	\$4.70	\$20,416.80	0.00	\$0.00
113	TXDOT 422	Approach Slab (High Early Strength) (BID CODE 6015)	CY	160.00	\$410.00	\$65,600.00	0.00	\$0.00
114	TXDOT 400	Cofferdam and Pumping	LS	3.00	\$28,000.00	\$84,000.00	0.00	\$0.00
115		Tie in to Existing Concrete Pavement, STA 37+00, (RFI 38)	LS	1.00	\$7,959.29	\$7,959.29	1.00	\$7,959.29
				Si	ubtotal of Item I	\$368,816.09		\$18,124.29

TOTAL	\$6,795,759.24	\$34,653.29

^{*} Awarded vendor to submit a sample of specified items for inspection/approval by the Office of County Engineer prior to order placement.

^{**}The extra work items are to be used only on the instructions of the field engineer on the job. No Compensation will be received for any part of these items unless they are actually used on the job under the direction of the field engineer. Any additional items required over and above those isted above will have to be secured on a change-in-contract and are not to be used until same has been approved by the County Auditor and/or Commissioner Court. The amount subtotal for extra work items is *** This figure should appear on the front cover of the Harris County Bid Cover Sheet.

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, To				
term at the Harris County Administration Building, with all	-			
, with all	members	pres	ent exce	:pı
A quorum was present. Among other business, the follow	owing was transac	eted:		
ORDER AUTHORIZING EXECUTION OF AN	AGREEMENT	BETW	EEN HARR	IS
COUNTY AND BALMORAL LT, LLC FOR THE				
ADDITIONAL IMPROVEMENTS AT VARIOU				
FUTURE DEVELOPMENT BY BALMORAL AS P				
TO CONSTRUCT IMPROVEMENTS TO WOO FROM APPROXIMATELY 1,400 FEET NORTH				
APPROXIMATELY 500 FEET SOUTH OF WOOD				
HARRIS COUNTY PRECINCT 2			LOCITED	111
Commissioner int	roduced an or	der an	d moved th	
Commissioners Court adopt the order. Commissioner				
motion for adoption of the order. The motion, carrying by the following vote:	with it the adoptic	on of the	order, prevail	ed
by the following vote.				
	Yes	No	Abstain	
Judge Lina Hidalgo				
Comm. Rodney Ellis				
Comm. Adrian Garcia				
Comm.Tom S. Ramsey				
Comm. R. Jack Cagle				
The County Indee the manner and are and that the	mation had duly	and lass	fully comic 1 a	1
The County Judge thereupon announced that the	monon nad duly	anu iaw	runy carried at	пa

that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED THAT:

- The Harris County Judge is authorized to execute on behalf of Harris County the attached Agreement between Harris County and Balmoral LT, LLC for the County to include certain additional improvements at various locations to facilitate future development by Balmoral, as part of the County's project to construct improvements to Woodland Hills Drive (Phase II) from approximately 1,400 feet north of Sunset Breeze Drive to approximately 500 feet south of Woodland Path Drive, located in Harris County Precinct 2.
- All Harris County officials and employees are authorized to do any and all things necessary 2. or convenient to accomplish the purposes of this order.