

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND     §

**INTERLOCAL AGREEMENT  
CITY OF MISSOURI CITY FIRE STATION 1 RESTROOM RENOVATION**

This Interlocal Agreement (the “Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS (“County”), a body corporate and politic, acting by and through its Commissioners Court, and the CITY OF MISSOURI CITY, TEXAS (“City”), acting by and through its City Council. The County and City may be referred to collectively herein as the “Parties.”

**RECITALS:**

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, City 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 City have previously entered into an Emergency Medical Services Housing Agreement which provides housing for County owned ambulance unit and personnel at City owned properties, including City’s Fire Station 1; and

WHEREAS, City desires to make renovations to the restrooms in the City’s Fire Station 1 to accommodate County’s EMS personnel; and

WHEREAS, the Parties deem it to be in the best interest of both entities to enter into this Interlocal Agreement to facilitate the provision of certain governmental functions to the citizens of Fort Bend County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**SECTION 1  
PURPOSE**

The purpose of this Agreement is to outline funding obligations related to the renovations of restrooms at the City’s Fire Station 1, (“Project”) currently occupied by the County under Emergency Medical Services Housing Agreement executed by the Parties on or about July 24, 2018.

**SECTION 2**  
**PROJECT FUNDING**

2.1 The City shall be responsible for causing the construction of the Project as a part of its overall improvements to Fire Station 1 in Fort Bend County, Texas.

2.2 The County agrees to pay to the City, within thirty (30) days of final execution of this Agreement, all construction costs, as estimated on Exhibit A attached hereto and incorporated herein for all purposes.

2.3 Upon completion of the Project and the County's receipt of notification from City of such completion, County and City shall be responsible for reviewing and comparing the estimated cost to the actual cost of constructing the Project.

2.3.1 If the County's payment submitted in accordance with Section 2.2 is less than the actual cost of constructing the Project resulting in a shortage to the City, the County shall submit the shortage amount to City within thirty (30) days of County's receipt of a notice of such shortage from the City.

2.3.2 If the County's payment submitted in accordance with Section 2.2 is more than the actual cost of the constructing the Project resulting in an overpayment to the City, the City shall reimburse the County the amount of the overpayment within thirty (30) days of City's receipt of a notice of such overpayment from the County.

**SECTION 3**  
**TERM**

This Agreement shall continue in force and effect from the date of execution of the last party hereto until either of the actions contemplated in Section 2.3 above is consummated. Prior to the City commencing construction on the Project as provided in Section 2.1 above, either party may terminate this Agreement at any time upon thirty (30) days written notice. However, upon the City commencing such work, neither party can terminate this Agreement.

**SECTION 4**  
**INSURANCE AND LIABILITY**

4.1 The County and the City are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, of the Texas Civil Practice and Remedies Code which sets limits of liability for certain causes of action. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act.

4.2 Each party is solely responsible for the actions and omissions of its employees and officers. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

**SECTION 5**  
**NOTICES**

5.1 Each party giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

5.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Health and Human Services  
Attn: Director  
4520 Reading Road, Suite A  
Rosenberg, Texas 77471

With a copy to: Fort Bend County Emergency Medical Services  
Attn: Chief  
4332 Highway 36 South  
Rosenberg, Texas 77471

and: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

City: City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas

5.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 5.1 and 5.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

5.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

5.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**SECTION 6**  
**MISCELLANEOUS**

6.1 All expenditures made by each party in fulfilling its obligations hereunder shall be paid only from current revenues legally available to the Party.

6.2 The relationship of the Parties is that of independent contractors. Neither Party shall be deemed to be the agent, partner, nor fiduciary of the other, and neither is authorized to take any action binding upon the other. The offices and employees of one Party shall not be deemed or construed to the officers or employees of the other Party for any purposes whatsoever.

6.3 The Parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.4 The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.

6.5 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

6.6 Contact with citizens of Fort Bend County, media outlets, or governmental agencies by either Party shall be permitted with the express permission of the other Party, except where required to do so by law.

6.7 If a court finds or rules that any provision of this Agreement is invalid, illegal or unenforceable, the remaining provisions of the Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

6.8 This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

6.9 This Agreement cannot be assigned by either party.

6.10 This Agreement does not confer any enforceable rights or remedies upon any person other than the parties. No provision of this Agreement constitutes consent to suit.

6.11 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**[EXECUTION PAGE FOLLOWS]**

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY

CITY OF MISSOURI CITY

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
City Secretary

APPROVED:

\_\_\_\_\_  
M. desVignes-Kendrick, MD, MPH, FAAP,  
FBCHHS Director

Exhibit A: Construction Masters of Houston Proposal (HCDE/CP Contract 15/041 JN-04)

I:/2019 Agreements/EMS/Missouri City/ILA-Fire Station 1 Restroom Renovation

# EXHIBIT A



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

04/8/19

City of Missouri City  
1522 Texas Parkway  
Missouri City, TX 77489  
Attn: Mark Law

Re: Fire Station 1 Restroom Renovations Revised  
Choice Partners ID: 15/041JN-04

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract 15/041JN-04.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Extended Total Including Overhead and Profit from RS Means	\$	74,708.82
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(8,965.06)
Project Price Subtotal	\$	65,743.76
Performance and Payment Bonds (Pass-thru cost)	\$	-
Permitting (Pass-thru cost)	\$	500.00
<b>Total Job Order Contract Price</b>	<b>\$</b>	<b>66,243.76</b>

Scope of Work: Fire Station 1 Restroom renovations and laundry room.

- Demo
  - o Existing light fixtures, switches and plugs.
  - o Ceiling tile.
  - o AC and exhaust fans registers.
  - o Floor tile and wall tile (only at 3 locations location shower faucets are changing).
  
- Build Back – Supply and Install all unless noted.
  - o Patch and replace sheetrock as needed at old tile locations in showers.
  - o Flip 3 restroom doors.
  - o 3 -New toilet seats. Remove and reinstall existing toilets as needed for tile replacement.
  - o 3- New shower valves and heads.



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- 12 x 12 porcelain tile on floors with 6” base.
- Patch tile as needed to change 3 shower valves.
- Epoxy Grout
- Paint ceiling grid.
- Replace Ceiling Tile.
- Upper plastic laminate cabinets above toilets in non- ADA restrooms.
- Replace existing bench seats.
- New lighting – 10 -6” LED can lights (7 to be wet area rated for shower and dry off area).  
7 2x4 LED
- Switches and covers/ GFCI plug and cover.
- Paint exposed sheetrock.
- AC and Exhaust fan registers.
- All life safety systems to remain.
- Acid wash existing tile.

**Alt # 1**

- Install VCT in hallway, laundry in lieu of porcelain tile and rubber base.
- **Deduct \$4,800.57**

**Alt#2 Change community sinks and tops. Add \$6,133.70**

- 3 under mount sinks with faucets.
- Full length 4’ tall mirror
- Granite countertops with laminate ADA panel

Exclusions’. Permit Fees, Bonds

- Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report, Unit Summary Report

Thank You for the Opportunity,  
Dennis Busby



[www.cmhou.com](http://www.cmhou.com)

**Cost Estimate Report**

**Mark Law**

Date: 04/08/2019

**Missouri City Fire Station Restrooms**

Year 2018 Quarter 1

Unit Detail Report

Prepared By: Justin Davis

Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
<b>Division 01 General Requirements</b>					
013113200240	Field personnel, superintendent, minimum	4.00	Week	\$3,350.00	\$13,400.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	10.00	M.S.F.	\$55.89	\$558.90
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	5.00	M.S.F.	\$76.69	\$383.45
<b>Division 01 General Requirements Subtotal</b>					<b>\$14,342.35</b>
<b>Division 02 Existing Conditions</b>					
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	3.00	Week	\$850.00	\$2,550.00
024119192000	Selective demolition, rubbish handling, 0'-50' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	40.00	C.Y.	\$40.51	\$1,620.40
<b>Division 02 Existing Conditions Subtotal</b>					<b>\$4,170.40</b>
<b>Division 06 Wood, Plastics, and Composites</b>					
060505201220	Selective demolition, millwork and trim, casework, selective area, remove	40.00	S.F.	\$3.05	\$122.00
<b>Division 06 Wood, Plastics, and Composites Subtotal</b>					<b>\$122.00</b>
<b>Division 08 Openings</b>					
080505100500	Door demolition, interior door, single, 3' x 7' high, 1-3/8" thick, remove	3.00	Ea.	\$14.79	\$44.37
088313100200	Mirrors, wall type, polished edge, 1/4" plate glass, over 5 SF, excl. frames	32.00	S.F.	\$15.66	\$501.12
<b>Division 08 Openings Subtotal</b>					<b>\$545.49</b>

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
<b>Division 09 Finishes</b>					
090170100510	Gypsum wallboard, repairs, prepare, retape and refinish joints	300.00	L.F.	\$7.36	\$2,208.00
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	722.00	S.F.	\$0.52	\$375.44
090505200850	Flooring demolition, vinyl or rubber cove base, straight section	240.00	L.F.	\$0.32	\$76.80
090505200900	Flooring demolition, vinyl composition tile, 12" x 12"	535.00	S.F.	\$0.63	\$337.05
090505202000	Flooring demolition, tile, ceramic, thin set	145.00	S.F.	\$0.93	\$134.85
090505301000	Walls and partitions demolition, gypsum wallboard, per s.f., nailed or screwed	180.00	S.F.	\$0.32	\$57.60
092910302250	Gypsum wallboard, on walls, water resistant, taped & finished (level 4 finish), 5/8" thick	993.00	S.F.	\$1.29	\$1,280.97
092910305350	Gypsum wallboard, for finishing corners, inside, add	42.00	L.F.	\$0.90	\$37.80
092915100300	Accessories, gypsum board, corner bead, galvanized steel, 1" x 1"	10.00	C.L.F.	\$111.36	\$1,113.60
092915101170	Accessories, gypsum board, screws, #6 x 1-5/8" A	5.00	M	\$14.96	\$74.80
093095100200	Membrane, elastomeric, moisture resistant, anti-fracture, 1/16" thick	30.00	S.F.	\$3.74	\$112.20
093113104610	Ceramic tile, 1/8" joint, 8" x 8" x 3/8" tile or larger, add for epoxy grout	2,645.00	S.F.	\$2.34	\$6,189.30
093113105820	Ceramic tile, walls, interior, thin set, 12" x 12"	300.00	S.F.	\$9.51	\$2,853.00
093133103270	Ceramic tile, floors, glazed, thin set, color group 1, 12" x 12"	680.00	S.F.	\$8.85	\$6,018.00
093133103285	Ceramic tile, border tile, 6" x 12" tile	52.00	S.F.	\$15.79	\$821.08
095123101125	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 3/4" thick	780.00	S.F.	\$2.87	\$2,238.60
095123101190	Suspended acoustic ceiling tiles, for fire rating, add	780.00	S.F.	\$0.53	\$413.40
096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	780.00	S.F.	\$4.09	\$3,190.20
096519197000	Flooring, vinyl composition tile, 12" x 12" x 1/16"	600.00	S.F.	\$2.05	\$1,230.00
099123721670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	2,855.00	S.F.	\$1.23	\$3,511.65
<b>Division 09 Finishes Subtotal</b>					<b>\$32,274.34</b>
<b>Division 10 Specialties</b>					
100505101105	Specialties demolition, demolition, mirror, wall mounted	2.00	Ea.	\$14.11	\$28.22
105153102200	Locker, bench, pedestals, steel pipe	3.00	Ea.	\$75.29	\$225.87
<b>Division 10 Specialties Subtotal</b>					<b>\$254.09</b>
<b>Division 12 Furnishings</b>					
123570132500	Casework, wall cabinets, laminated plastic	20.00	L.F.	\$364.80	\$7,296.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
123640102800	Countertops, granite, average, 24" wide, 1-1/4" thick, exd. backsplash	8.00	L.F.	\$226.04	\$1,808.32
123661164100	Solid surface countertop, acrylic polymer, sinks, for cutouts, pricing for orders of 1-50 units	3.00	Ea.	\$102.25	\$306.75
<b>Division 12 Furnishings Subtotal</b>					<b>\$9,411.07</b>
<b>Division 21 Fire Suppression</b>					
210523509990	Water-based fire suppression piping, minimum labor/equipment charge	2.00	Job	\$170.07	\$340.14
211313502340	Sprinkler system components, sprinkler head escutcheons, standard, brass tone, 1" size	10.00	Ea.	\$16.17	\$161.70
<b>Division 21 Fire Suppression Subtotal</b>					<b>\$501.84</b>
<b>Division 22 Plumbing</b>					
220505100710	Fountains, sinks or lavatories, selective demolition	3.00	Ea.	\$36.19	\$108.57
220505100720	Water closets, selective demolition	4.00	Ea.	\$42.05	\$168.20
220505101300	Fixture, sink, single compartment, selective demolition	3.00	Ea.	\$62.92	\$188.76
220719100245	Insulation, insulated protectors (ADA), for exposed piping under sinks or lavatories, vinyl coated foam, velcro tabs, p trap, 1-1/4" or 1-1/2"	1.00	Ea.	\$33.80	\$33.80
224116132040	Lavatory, vanity top, stainless steel, self-rimming, ledge, round, single bowl, 18-3/4", includes trim	3.00	Ea.	\$1,041.61	\$3,124.83
224123405000	Shower, built-in head and arm, 2.5 GPM valve	4.00	Ea.	\$230.49	\$921.96
224123405800	Shower, mixing valve, built-in	3.00	Ea.	\$237.97	\$713.91
224139102120	Faucets/fittings, lavatory faucet, center set with pop-up drain	3.00	Ea.	\$142.66	\$427.98
224323105960	Shower, module, ADA compl, stainless steel panel, fixed and hand held head, control valves, grab bar, curtain and rod, folding seat	1.00	Ea.	\$1,952.99	\$1,952.99
<b>Division 22 Plumbing Subtotal</b>					<b>\$7,641.00</b>
<b>Division 23 Heating, Ventilating, and Air Conditioning (HVAC)</b>					
233313135994	Duct accessories, multi-blade dampers, opposed blade, 8" x 8"	3.00	Ea.	\$54.63	\$163.89
233713300380	Grille, aluminum, air supply, adjustable, single deflection, 24" x 24"	10.00	Ea.	\$78.66	\$786.60
<b>Division 23 Heating, Ventilating, and Air Conditioning (HVAC) Subtotal</b>					<b>\$950.49</b>
<b>Division 26 Electrical</b>					
260505101790	Receptacle & switches, 15 to 30 amp, electrical demolition, remove	10.00	Ea.	\$3.66	\$36.60
260505102120	Fluorescent fixtures, interior, 2 lamp, 2' x 4', electrical demolition, remove, recessed drop-in, to 15' high, including supports & whips	7.00	Ea.	\$29.80	\$208.60
260505102500	Incandescent fixtures, interior, metal cylinder type, 150 Watt, electrical demolition, remove, surface, ceiling, or wall mount, to 12' high	10.00	Ea.	\$15.76	\$157.60

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
260505505320	Emergency battery pack lighting unit, electrical demolition, remove	1.00	Ea.	\$41.10	\$41.10
260590104330	Receptacle devices, residential, decorator style, GFI, EMT & wire, 20', 15 amp, incl box & cover plate	10.00	Ea.	\$150.44	\$1,504.40
262726201200	Toggle switch, quiet type, double pole, 20 amp	8.00	Ea.	\$63.93	\$511.44
262726202600	Wall plates, stainless steel, 1 gang	18.00	Ea.	\$9.03	\$162.54
265113550100	Interior LED fixtures, downlight, recess mounted, 25 watt, 7.5" diameter, incl lamps, mounting hardware and connections	10.00	Ea.	\$431.76	\$4,317.60
265113551020	Interior LED fixtures, troffer, recess mounted, 6,400 lumens, 2' x 4', replaces four T8 lamp, incl lamps, mounting hardware and connections	7.00	Ea.	\$325.86	\$2,281.02
265213160120	Exit lighting, incandescent, explosion proof, ceiling or wall mount	1.00	Ea.	\$742.94	\$742.94
<b>Division 26</b>	<b>Electrical Subtotal</b>				<b>\$9,963.84</b>
<b>Division 28</b>	<b>Electronic Safety and Security</b>				
280180513300	Fire alarm device, maintenance, remove and replace (reinstall), incl. remove, disconnect wire terminations, store, reinstall and reconnect wire terminations	10.00	Ea.	\$110.43	\$1,104.30
<b>Division 28</b>	<b>Electronic Safety and Security Subtotal</b>				<b>\$1,104.30</b>
<b>Subtotal</b>					<b>\$81,281.21</b>
<b>General Contractor's Markup on Subs</b>				<b>0.00%</b>	<b>\$0.00</b>
<b>Subtotal</b>					<b>\$81,281.21</b>
<b>General Conditions</b>				<b>0.00%</b>	<b>\$0.00</b>
<b>Subtotal</b>					<b>\$81,281.21</b>
<b>General Contractor's Overhead and Profit</b>				<b>0.00%</b>	<b>\$0.00</b>
<b>Grand Total</b>					<b>\$81,281.21</b>