



RESOLUTION NO. 411-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS, APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT WITH FORT BEND COUNTY, TEXAS FOR CITY-MANAGED MOBILITY PROJECT, FORT BEND COUNTY PROJECT NO. 17107—CLAY STREET AND SECOND STREET

Chapter 791 of the Texas Government Code authorizes local governmental entities to enter into Interlocal Agreements for greater efficiency and effectiveness in the performance of their functions.

The City of Richmond and Fort Bend County desire to enter into an Interlocal Agreement for a City managed Mobility Project, Fort Bend County Project No. 17107—Clay Street and Second Street.

The City Commission of the City of Richmond deems it in the public interest to enter into the Interlocal Agreement with Fort Bend County for a City managed Mobility Project, Fort Bend County Project No. 17107—Clay Street and Second Street; **NOW, THEREFORE,**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:

Section 1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. The City Commission of the City of Richmond approves the Interlocal Agreement with Fort Bend County for a City managed Mobility Project, Fort Bend County Project No. 17107—Clay Street and Second Street and authorizes the execution of the same, a copy of which is attached hereto as Exhibit A.

Section 3. Effective Date. This Resolution shall be effective from and after its adoption.

PASSED AND APPROVED on this the 27th day of June, 2022.

Rebecca K. Haas, Mayor

ATTEST:

Laura Scarlato, City Secretary

APPROVED AS TO FORM:

Gary W. Smith, City Attorney

Exhibit A

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

**INTERLOCAL AGREEMENT FOR CITY-MANAGED MOBILITY PROJECTS
FORT BEND COUNTY PROJECT NO. 17107 – CLAY STREET AND SECOND STREET**

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 Richmond, a municipal corporation and home-rule city of the State of Texas, situated in Fort Bend County, acting by and through its City Commission, (“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 251.012 of the Texas Transportation Code; and

WHEREAS, the Parties assert that the Project, as defined below, 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 improvements to Clay Street and Second Street.

Section 2. Definitions

- A. **City** means the City of Richmond, Texas.
- B. **County** means Fort Bend County, Texas.
- C. **Project** means the improvements to Clay Street from the intersection with Collins Road to Second Street and south on Second Street to the outfall to the Brazos River for a length of approximately 4,700 feet.
- D. **Eligible Project Costs** means costs for construction of roadway improvements, including engineering design and services related to the completion of Plans, Specifications and Estimates ("PS&E"), Project related drainage facilities, utility and pipeline conflicts, approved traffic control devices, sidewalks up to five feet (5') wide consistent with current City Infrastructure Standards, and construction related services for such roadway improvements. Eligible Project Costs shall include resolution of utility conflicts created by construction of Project elements and similar facilities proposed to be part of the Project. Eligible Project Costs shall exclude, unless otherwise stipulated herein, design and construction costs related to landscaping, irrigation, lighting, hike & bike trails, reconstruction of utilities, except utility conflicts created by the construction of Project elements, and design and construction costs of upgrades to eligible project components and similar facilities requested by the City to be included in the Project.

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's Rights and Obligations

- A. During the work on the Project, the County 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, provided however, that in conducting such inspections, County shall not interfere with the work in progress. Notice of any deficiencies shall be provided in writing to the City Manager by the County. The City shall promptly address such deficiencies. The County agrees that the City is the contracted Party and the County shall not provide any direction to the consultant or the contractor, except with concurrence of the City Manager.
- B. The County shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by County shall be promptly addressed by City.
- C. The County's sole obligation under this Agreement is to provide funding for the Eligible Project Costs to the City as specified in this Section. The County agrees to pay the City an amount equal to the lesser of the following:

- (1) seventy percent (70%) of Eligible Project Costs; or
- (2) \$4,010,000.00.

D. The County is not obligated to expend any further funds above \$4,010,000.00 on the Project from the 2017 General Obligation Bonds or any other sources of funding, nor shall the County's share of the Project exceed seventy percent (70%) of the Eligible Project Costs or exceed the amount contributed by the City, and an amount contributed by the City shall include, by way of illustration, grants obtained by the City for the Project, City bond funds, City General Fund revenues, gifts to the City for the Project, and similar sources providing funding to the City for the Project.

E. Should the City fail to initiate Project design or construction by the dates provided below, or elect to forego construction for any reason, the County shall have, within its sole discretion to exercise, the right to re-allocate its contribution as it determines appropriate.

Section 5. City's Rights and Obligations

A. The City is responsible for managing the design and overseeing the construction and completion of the Project and complying with the applicable state and federal laws.

B. The City agrees to initiate design of the Project no later than sixty (60) business days after approval of this Interlocal Agreement by the City Commission and the Commissioners Court.

C. The City agrees to initiate construction of the Project no later than sixty (60) business days after bid opening.

D. In the event the City fails to initiate Project design or construction within the time prescribed above, determines the Project lacks feasibility, or for any other reason elects to forego its construction, the City shall provide written notice to the County of such failure or its decision to forego construction. This Agreement shall automatically terminate upon the City's election to forego construction of the Project. However, in the case of the City's delay in initiating Project design or construction, the County shall have the option to proceed with its obligations under this Agreement, notwithstanding such delay. Upon an election to terminate this Agreement for a reason set forth in this paragraph, City agrees to refund all amounts provided by County, if any, upon thirty (30) days of said notice to the County.

E. The City shall submit reports to the County describing in sufficient detail the progress of the Project. These reports shall be submitted to County at increments agreed to between the Parties as appropriate for the various phases of the Project. Reports received by the City from contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as the City has reviewed such reports and confirmed accuracy of the contractor's report.

F. The City will submit the plans for the Project to the County Engineer for review in accordance with the 2017 General Obligation Bond requirements for the Project. During the work on the Project, the County may review the documents, maps, plats, records, photographs,

reports, and drawings pertaining to the Project and may inspect the work in progress, provided that it does not interfere with the work.

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

H. If, after completion of the Project and the City's receipt of the funds as stated in Section 4, there are funds remaining and/or savings from the Project, the City shall return to the County the County's prorate portion of such funds within thirty (30) days of the County's acceptance of the full acquired required in Section 5. G. above.

Section 6. Liability

The City and County are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

Section 7. Maintenance

Upon completion of the Project, each party shall maintain that portion of the Project within its own jurisdiction.

Section 8. Limit of Appropriation

A. Prior to the execution of this Agreement, the City has been advised by the County, and the City clearly understands and agrees, and such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available, and the total maximum funding that the City may become entitled to hereunder and the maximum amount that the County will reimburse the City hereunder will not under any condition, circumstance, or interpretation hereof exceed and the total maximum amount of seventy percent (70%) of the Eligible Project Costs or \$4,010,000.00, WHICHEVER AMOUNT IS LESS, specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project.

B. 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

City agrees that it will require Contractor's insurance policies name County as well as City 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.

D. City may require insurance in excess of the amount of coverage set out above, as it deems necessary, in such cases County shall remain an additional insured. City will provide County with proof of insurance within thirty (30) days of City's award of the contract for the Project construction.

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
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

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

City: City of Richmond, Texas
Attention: City Manager
402 Morton Street
Richmond, Texas 77469

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. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the Parties.

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, and remain in effect until the Project is complete and the obligations under Sections 4 and 5 of this Agreement are fulfilled.

FORT BEND COUNTY, TEXAS

CITY OF RICHMOND, TEXAS

KP George, County Judge

Rebecca K. Haas
Rebecca K. Haas, Mayor

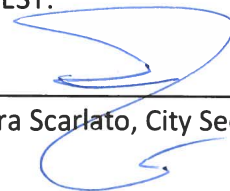
Date: _____

Date: June 27, 2022

ATTEST:

ATTEST:

Laura Richard, County Clerk



Laura Scarlato, City Secretary

APPROVED:

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

Robert Ed Sturdivant, Fort Bend County Auditor

PRELIMINARY CONSTRUCTION COST ESTIMATE

Project: 2ND Street
Limit From: Clay intersection
Limit To: N. of UPRR Tracks
Proj Length: 2,210 feet (0.42 miles)
Project No: PK 00X
CFA Job No:
Prepared By: CobbFendley
Date: 06/30/21

Summary of Estimate		
Stage:		Study
Total Amount for Roadway:		\$2,881,805.00
Total Amount for Signal:		\$0.00
Contingencies:	15%	\$432,270.75
Grand Total Project:		\$3,314,075.75

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
A SITE PREPARATION AND EARTHWORK						
1	102	Clearing And Grubbing	STA	22	\$ 1,500.00	\$ 33,000.00
17	540	Removing and Disposing of Existing Asphaltic Surface and Base Material (All Depths)	SY	5,500	\$ 10.00	\$ 55,000.00
Subtotal of Item A						\$ 88,000.00
B DRAINAGE						
19	429	Trench Safety System (Depth Varies)	LF	1,500	\$ 1.50	\$ 2,250.00
20	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	LF	250	\$ 75.00	\$ 18,750.00
22	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")	LF	300	\$ 120.00	\$ 36,000.00
23	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (42")	LF	250	\$ 150.00	\$ 37,500.00
24	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (48")	LF	150	\$ 175.00	\$ 26,250.00
27	471	3'X3' Precast Concrete Junction Box	EA	2	\$ 1,500.00	\$ 3,000.00
30	471	Precast Concrete Manhole	EA	6	\$ 4,000.00	\$ 24,000.00
31	471	Precast Concrete Manhole on Reinforced Concrete Box Per Drawings	EA	4	\$ 3,500.00	\$ 14,000.00
34	472	Junction Box (12' x 8' x 10') Per Drawings	EA	3	\$ 10,000.00	\$ 30,000.00
39	472	Type "A" Inlet	EA	4	\$ 1,500.00	\$ 6,000.00
44	472	Type Mod "C" Inlet	EA	8	\$ 3,000.00	\$ 24,000.00
52	480	9' X7' Reinforced Concrete Box	LF	1505	\$ 750.00	\$ 1,128,750.00
55	TxDOT 467	SET (Type II) (24") (4:1) (P)	EA	4	\$ 2,500.00	\$ 10,000.00
57	HCFC D 2376	Reinforced Concrete Slope Paving (5" Thick) for the Brazos River outfall	CY	20	\$ 750.00	\$ 15,000.00
Subtotal of Item B						\$ 1,375,500.00
C SUBGRADE & PAVING						
58	220	Lime Stabilized Subgrade (8" Depth)	SY	7,600	\$ 3.50	\$ 26,600.00
59	221	Hydrated Lime (Slurry) Or Commercial Lime Slurry (6% By Dry Weight)	TON	150	\$ 190.00	\$ 28,500.00
66	360	8" Reinforced Concrete Pavement	SY	6,630	\$ 75.00	\$ 497,250.00
67	516	Pedestrian Railing	LF	500	\$ 100.00	\$ 50,000.00
68	530	Reinforced 6" Concrete Curb	LF	4,000	\$ 5.00	\$ 20,000.00
69	530	Reinforced Concrete Sidewalk (8' Width) (5" with thickend edges)	SY	1,965	\$ 65.00	\$ 127,725.00
70	530	Reinforced Concrete Sidewalk (5' Width) (4-1/2" Thick)	SY	1,228	\$ 60.00	\$ 73,680.00
71	530	Retaining Wall (at the deep near Lake Richmond and Brazos River Outfall)	SF	2,000	\$ 50.00	\$ 100,000.00
72	530	ADA Ramp (Type 7)	EA	2	\$ 1,200.00	\$ 2,400.00
73	530	ADA Ramp (Type 12)	EA	2	\$ 2,000.00	\$ 4,000.00
Subtotal of Item C						\$ 930,155.00
D TRAFFIC CONTROL						
79	671	Implement Temporary Traffic Control Plan	MO	15	\$ 7,500.00	\$ 112,500.00
Subtotal of Item D						\$112,500.00
E SIGNING AND STRIPING						
86	624	Aluminum Signs (Ground Mounted)	EA	10	\$ 450.00	\$ 4,500.00
87	660	Type I Pavement Markings (4" White Solid)	LF	4,400	\$ 0.75	\$ 3,300.00
88	660	Type I Pavement Markings (4" Yellow Solid)	LF	4,400	\$ 0.75	\$ 3,300.00

PRELIMINARY CONSTRUCTION COST ESTIMATE

Project: 2ND Street
Limit From: Clay intersection
Limit To: N. of UPRR Tracks
Proj Length: 2,210 feet (0.42 miles)
Project No: PK 00X
CFA Job No:
Prepared By: CobbFendley
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Summary of Estimate		
Stage:		Study
Total Amount for Roadway:		\$2,881,805.00
Total Amount for Signal:		\$0.00
Contingencies:	15%	\$432,270.75
Grand Total Project:		\$3,314,075.75

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
91	660	Type I Pavement Markings (8" White Solid)	LF	200	\$ 1.50	\$ 300.00
92	660	Type I Pavement Markings (12" White Solid)	LF	200	\$ 3.50	\$ 700.00
96	660	Type I Pavement Marking (Arrows)	EA	4	\$ 175.00	\$ 700.00
97	660	Type I Pavement Marking (Only)	EA	4	\$ 175.00	\$ 700.00
Subtotal of Item E						\$ 13,500.00
F	TRAFFIC SIGNAL					
Subtotal of Item F						\$ -
G	STORM WATER POLLUTION PREVENTION PLAN					
118	165	SWPPP (all inclusive)	LS	1.00	\$ 10,000.00	\$ 10,000.00
Subtotal of Item G						\$ 10,000.00
H	WATERLINE					
Subtotal of Item H						\$ -
I	SANITARY SEWER					
Subtotal of Item I						\$ -
J	* EXTRA WORK ITEMS					
133	221	Hydrated Lime (Slurry) Or Commercial Lime Slurry (6% By Dry Weight)	TON	10	\$ 190.00	\$ 1,900.00
134	250	HMAC Base Course (Black Base) (6")	TON	50	\$ 120.00	\$ 6,000.00
135	340	Hot-Mix Hot-Laid Asphaltic Concrete (Surface Course) (3")	TON	50	\$ 125.00	\$ 6,250.00
136	TxDOT 512	Low Profile Concrete Barrier (Furnish, Install and Remove)	LF	500	\$ 40.00	\$ 20,000.00
137	672	Pedestrian Railing	LF	100	\$ 100.00	\$ 10,000.00
138		Benches/Amenities	EA	2	\$ 4,000.00	\$ 8,000.00
139		Lighting (Conduit/Foundation & Fixture)	EA	25	\$ 6,000.00	\$ 150,000.00
140		Water Line Adjustment/Betterment	LF	1,000	\$ 75.00	\$ 75,000.00
141		Sanitary Lines Adjustment/Betterment	LF	1,000	\$ 75.00	\$ 75,000.00
Subtotal of Item J						\$ 352,150.00