

ARF-10173

REGULAR SESSION AGENDA

Date: 04/09/2013

27
Item #: 49.0.

Road & Bridge

Approve a Project Agreement between Fort Bend County and Brazoria County to replace the bridge on Armstrong Road.

→ Submitted By: Scott Wiegat, Road & Bridge

Department: Road & Bridge

Type of Item: Consent

Renewal Agreement/ Yes

Appointment:

Reviewed by County Yes

Attorney's Office:

Multiple Originals Y

Y/N?:

InformationSUMMARY OF ITEM

Take all appropriate action to approve an Interlocal Agreement between Fort Bend County and Brazoria County concerning construction of Replacement Bridge at Armstrong Road (County Road 522) over Cedar Creek. County expenditures not to exceed \$280,000.00. (Funding: Road & Bridge)

SPECIAL HANDLING

Fiscal Impact

ACCTG UNIT or GRANT/PROJ NAME: Road & Bridge

ACCT NAME or GRANT/PROJ ACTIVITY: 155611888 35000 P611-04 Bridge

BUDGETED Y/N: Y

FISCAL SUMMARY:

Attachments

Link: Brazoria County Agreement for Armstrong Road Bridge.

FORT BEND COUNTY-BRAZORIA COUNTY
INTERLOCAL AGREEMENT
CONCERNING CONSTRUCTION OF REPLACEMENT BRIDGE AT
COUNTY ROAD 522 OVER CEDAR CREEK
(NBI # 12-020-AA-08-002)

IS # _____

This agreement is made between the FORT BEND COUNTY, acting through its Commissioners Court ("Ft. Bend") and BRAZORIA COUNTY acting through its Commissioners' Court ("Brazoria").

NOW THEREFORE, FT. BEND AND BRAZORIA agrees as follows:

I.

- 1.0 This agreement is made pursuant to Texas Government Code §791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Government Code §791.003 (3) (C), (I), (J), and (N).
- 1.1 Each Party agrees that any payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service or materials it supplies provided for the other party's benefit.
- 1.2 Ft. Bend warrants that its Commissioners' Court approved this agreement on April 9, 2013, authorizing its County Judge to execute it on the County's behalf, and specifically approving the project listed in this Interlocal Agreement.
- 1.3 Brazoria warrants that its Commissioners' Court approved this agreement by Court Order No. _____ dated March 26, 2013, authorizing its County Judge to execute it on the County's behalf, and specifically approving each project listed in this Interlocal Agreement.
- 1.4 Each party acknowledges and agrees that it shall furnish the services promised, whether by contractor or, in compliance with Ft. Bend and Brazoria guidelines and timely provide such monies as promised herein to fund its respective share of each project, subject to the following:
 - A. Funding services for the project is subject to the availability of current fiscal year revenue or bond revenue and the appropriation of such revenue by the part's governing body to the project to be commenced; and
 - B. Provided that upon appropriation of revenue for the project described herein and upon commencement of a party's fund or services for the project or execution of a

construction contract for the particular project, the parties shall be obligated to the construction funding and services described in this Agreement for the project, and that specific project only.

1.5 This agreement covers the project:

Design and construction of a replacement bridge on County Road 522, Brazoria County over Cedar Creek in an estimated cost of \$560,000.00. *See map attached hereto as Exhibit "A".*

1.6 The initial term of this Agreement shall be for a period of eighteen (18) months, commencing on the 9 day of April, 2013, and terminating on the 9 day of OCTOBER 2014, provided, however, that after the expiration of 18 months, this Agreement shall be automatically renewed in one (1) month increments until all of the obligations of the parties hereunder have been fully discharged or specifically waived in writing by the beneficiary thereof.

II.

2.0 The Parties agree to provide the following services, either directly or by contracting and the following levels of funding subject to the conditions and exceptions described hereinabove.

2.1 **Brazoria's Responsibilities:**

- A. Design replacement bridge;
- B. Obtain any necessary permits and relocate utilities if necessary;
- C. Provide Labor and Equipment to construct and maintain an appropriate traffic detour;
- D. Fund 50% of the entire project cost estimated to be \$280,000.00. *See attached project budget (Exhibit "B").*
- E. Advertise, solicit, award, and manage the referenced project pursuant to state procurement laws;
- F. Provide Ft. Bend with plans for the project to the County Engineer for review in advance of final approval and construction. During the work on the project, Ft. Bend 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 60 days after, Brazoria will furnish Ft. Bend with a full accounting of the funds expended on the Projects and a set of record drawings showing the project as constructed. The Ft. Bend Auditor may review Brazoria's records regarding the project by providing written notice to Brazoria.

- H. If, after completion of the project and Brazoria's receipt of the funds as stated in Section 2.2, there are funds remaining and/or savings for the project, 50% of such funds shall be refunded to Ft. Bend within 60 (sixty) days from the date the full accounting provided to Ft. Bend as required in Section 2.1(G). Provide Ft. Bend with all documentation of progress payments for the activities necessary for the completion of the referenced project including, but not limited to:
- 1) Design costs;
 - 2) Engineering costs;
 - 3) Bidding and Construction Phase Engineering Services Costs;
 - 4) Temporary Traffic Detour Material Costs;
 - 5) Construction and Material costs;
 - 6) Field testing costs;
 - 7) County Construction management costs; and
 - 8) County Construction inspection costs.

2.2 Ft. Bend Responsibilities:

Fund 50% of the entire project cost estimated to be \$280,000.00 *See attached project budget (Exhibit "B")*.

- A. \$140,000.00 shall be paid by Ft. Bend during Fiscal Year 2013;
- B. The remaining amount owed by Ft. Bend shall be based on actual costs and shall be paid during Fiscal Year 2014.

III.


- 3.1 Ft. Bend and Brazoria recognize and agree that nothing herein shall be construed to create any rights in third parties.
- 3.2 The Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part from this Agreement.
- 3.3 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Agreement is, for any reason, held invalid unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.
- 3.4 The rights and obligations of this Agreement shall not be assigned without prior written consent of Ft. Bend and Brazoria.
- 3.5 This Agreement and all obligations created hereunder shall be performable in Brazoria County, Texas.

3.6 This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

3.7 This Agreement shall be binding upon and inure to the benefit of the parties and their administrators, agents, employees, successors and assigns permitted by this Agreement.

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the date of execution of the final party.

FORT BEND COUNTY

By: 
Robert E. Hebert
County Judge

Date: 4-9-2013

BRAZORIA COUNTY

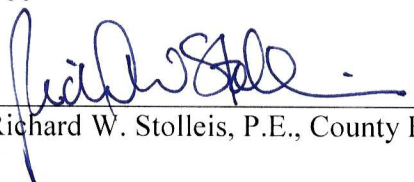
By: 
E. J. "Joe" King
County Judge

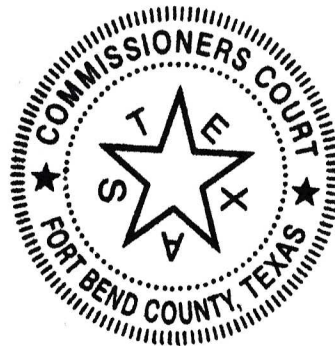
Date: 3-26-13

Attest:


Dianne Wilson, County Clerk

Approved:


Richard W. Stolleis, P.E., County Engineer



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 280,000.⁰⁰ to accomplish and pay the obligation of the Fort Bend County under this agreement.


Ed Sturdivant, Fort Bend County Auditor

Exhibit A

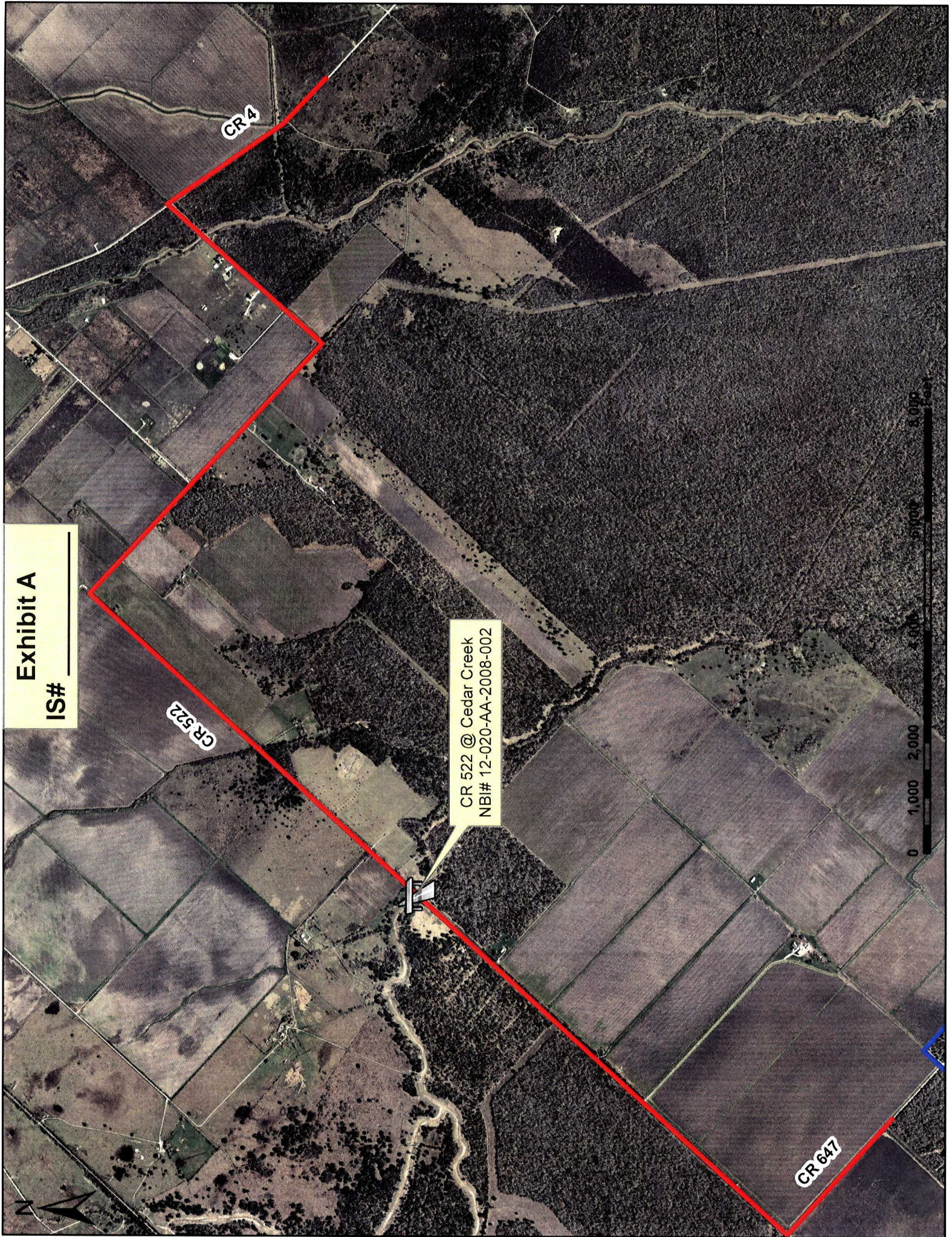
IS#

CR 522

CR 4

CR 522 @ Cedar Creek
NBI# 12-020-AA-2008-002

CR 647



INTER LOCAL AGREEMENT BETWEEN
BRAZORIA COUNTY AND
FORT BEND COUNTY

IS #: _____
Project Budget EXHIBIT B
February 21, 2013

Item	Task	Cost
1	Bridge Design & Engineering - including Limited Construction Phase Services - Hourly	\$ 97,946.09
2	Estimated Detour Construction Cost - constructed & maintained by Brazoria County	\$ 56,000.00
3	Estimated Bridge Construction Cost	\$ 413,265.00
4	Estimated Material Testing - assumed 6% of Bridge Construction Cost	\$ 24,795.90
<u>Total Cost</u>		<u>\$ 567,211.09</u>

CERTIFIED COPY
BRAZORIA COUNTY COMMISSIONERS' COURT

COPY

**ORDER NO. VII.B.6.e. RE: INTERLOCAL AGREEMENT BETWEEN
BRAZORIA COUNTY AND FT. BEND
CONCERNING CONSTRUCTION OF A
BRIDGE AT COUNTY ROAD 522 (PRECINCT
4)**

Amend Court Order VI.B.3.h dated February 26th 2013 approving an Interlocal Agreement between Brazoria County and Fort Bend County regarding the construction of a Bridge on CR 522 @ Cedar Creek with the attached revised Interlocal Agreement.

Further, that the County Judge be authorized to sign said agreement on behalf of Brazoria County and a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

Motion to Approve by Commissioner Stanley, seconded by Commissioner Payne that the above action be taken by the Court.

Passed: 5-0

Aye: Judge King, Commissioner Payne, Commissioner Sebesta, Commissioner Adams,
Commissioner Stanley
Nay: (None)

**CERTIFIED COPY
BRAZORIA COUNTY COMMISSIONERS' COURT**

STATE OF TEXAS §

COUNTY OF BRAZORIA §

I, **Joyce Hudman, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Brazoria County, Texas**, do hereby certify that the foregoing is a true and correct copy of that certain:

**ORDER NO. VII.B.6.e. RE: INTERLOCAL AGREEMENT BETWEEN
BRAZORIA COUNTY AND FT. BEND
CONCERNING CONSTRUCTION OF A
BRIDGE AT COUNTY ROAD 522 (PRECINCT
4)**

as passed by the Commissioners' Court on the 26th day of MARCH, A.D., 2013, SPECIAL Session of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Brazoria County, Texas.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th
DAY OF MARCH A. D., 2013.**

JOYCE HUDMAN, Clerk County Court
and Ex-Officio Member of the Commissioners'
Court of Brazoria County, Texas

By: W. Gonzales Deputy
W. Gonzales

