

ARF-21445
REGULAR SESSION AGENDA
Meeting Date: 03/22/2016

AGENDA ITEM 10

Consent
Commissioner Pct 2

TITLE: Approve a Project Agreement between Fort Bend County and the City of Meadows.

Submitted By: Scott Wiegat, Road & Bridge

Originals for signature: Yes

Date Approved by County Attorney: 1/11/16 County Attorney Initials: MS

Information

SUMMARY OF ITEM:

Take all appropriate action to approve a Project Agreement between Fort Bend County and the City of Meadows to provide assistance with Leveling up and Asphalt overlaying Dorrance Street, which is a city owned street. County expenditures not to exceed \$30,735.00. Pct. 2 (Funding: Road & Bridge)

FUNDING SOURCE:

Accounting Unit, Project or Grant Name; 1556111000

Account Name; Road & Bridge

COUNTY JUDGE
RECEIVED

MAR 10 2016

SPECIAL HANDLING:

Attachments

City of Meadows Project Agreement - Dorrance Street

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement (“Project Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and/or 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, (“County”) a body corporate and politic, acting by and through its Commissioners Court and the **City of Meadows Place** (“Local Government”) a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its City Council.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I.
BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement (“Primary Agreement”) previously agreed to by the parties on January 12, 2010. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of this Project.

County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

Local Government, by and through its City Council, hereby affirmatively finds that Local Government is specifically authorized by law to individually and independently construct the Project on its own.

County and Local Government agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

County and Local Government affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and

that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of Local Government.

County and Local Government understand and agree that Local Government is an Independent Contractor and that at no time will Local Government's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

II. PURPOSE

The purpose of this Project is to Asphalt overlay on Dorrance Street.

III. TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2016 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV. PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as leveling up and asphalt overlaying on Dorrance Street, ("Project").

V. PROJECT LOCATION

The location for the Project is on Dorrance Street from HWY 59 feeder to Bloomington Street, City of Meadows Place, ("Project Site").

VI.
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 639 equipment hours at \$35.00 per hour, up to 558 man hours of labor at \$15.00 per hour, up to \$0.00 in materials and up to \$0.00 in cash to Local Government, for a total expenditure not to exceed \$30,735.

At County's sole expense, County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. If necessary, the County will load any excavated material required by Local Government to be moved, onto trucks provided by Local Government.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to pay for all materials estimated at \$92,065.00.

At Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will direct and be solely responsible for the overall Project. Local Government will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, Local Government will provide sufficient labor and equipment to haul any materials excavated and loaded onto Local Government trucks by County. The number of trucks furnished by Local Government will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Local Government will schedule its labor and equipment to correspond to County's schedules.

If necessary, Local Government will, at its sole cost and expense, be responsible for the design of the Project. If necessary, Local Government will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, Local Government will furnish to County the initial on-ground survey alignment, ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

Local Government will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:


Robert Hebert, Fort Bend County Judge

Date March 22, 2016

Attest:


Laura Richard, Fort Bend County Clerk



CITY OF MEADOWS PLACE:


Mayor

Date Jan. 27, 2016

Attest:


Courtney Luthyford
City Secretary

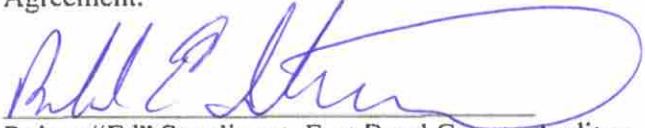


REVIEWED:


Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$30,375.00 accomplish and pay the obligation of Fort Bends County under this Project Agreement.


Robert "Ed" Sturdivant, Fort Bend County Auditor

ORDINANCE NO. 2016-03

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY SECRETARY TO ENTER INTO AN INTERLOCAL PROJECT AGREEMENT ("PROJECT AGREEMENT"), PURSUANT TO THE INTERLOCAL COOPERATION ACT, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE AND CHAPTERS 251.012 AND/OR 251.015 OF THE TEXAS TRANSPORTATION CODE, BETWEEN FORT BEND COUNTY, TEXAS, ("COUNTY") A BODY CORPORATE AND POLITIC, ACTING BY AND THROUGH ITS COMMISSIONERS COURT AND THE CITY OF MEADOWS PLACE ("LOCAL GOVERNMENT") A COUNTY, MUNICIPALITY, SPECIAL DISTRICT, OR OTHER POLITICAL SUBDIVISION (INCLUDING A CORPORATE OR POLITICAL LOCAL GOVERNMENT ORGANIZED UNDER STATE LAW), ACTING BY AND THROUGH ITS CITY COUNCIL FOR THE PURPOSE OF AN ASPHALT OVERLAY ON DORRANCE LANE IN MEADOWS PLACE, IN A FORM AS ATTACHER HERETO AND MARKED EXHIBIT "A".

BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF MEADOWS PLACE, TEXAS:

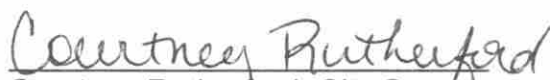
1. That the Mayor and the City Secretary of the City of Meadows Place, Texas, are authorized to enter into an Interlocal Cooperation Agreement between Fort Bend County, Texas and the City of Meadows Place for the purpose of an asphalt overlay on Dorrance Lane in Meadows Place in a form as attached hereto and marked Exhibit "A".

PASSED and **APPROVED** this, the 26th day of January, 2016.



Charles D. Jessup, IV, Mayor, City of Meadows Place, Texas

ATTEST:


Courtney Ruthford, City Secretary

