

cc: Chris Steubing 12B
Mike Godrum

RECEIVED

Rob V. Glenda G.

MAY 12 2017

STATE OF TEXAS

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§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

CITY MANAGER

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 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 Sugar Land** ("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 November 3, 2009. 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 mill and asphalt overlay Scenic River within the municipal boundaries of the City of Sugar Land, Texas.

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, 2017 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 the milling of two inches (2") of old asphalt and the subsequent overlaying of Scenic River with two inches (2") of asphalt. ("Project").

V. PROJECT LOCATION

The location for the Project is Scenic River within the City of Sugar Land, ("Project Site").

VI.
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 342 equipment hours at \$35.00 per hour, up to 369 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 **\$17,505.00**.

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 assume all material costs and provide all traffic control.

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.

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project.

VII.
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

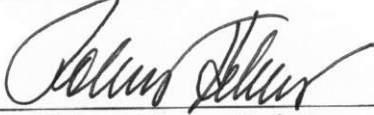
Fort Bend County
Attn: County Judge
401 Jackson, 1st Floor
Richmond, Texas 77469

If to City of Sugar Land:


City of Sugar Land, Texas
P.O. Box 110
Sugar Land, Texas 77487-0110

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

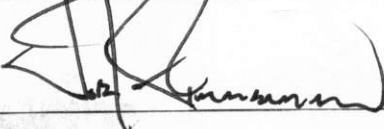
FORT BEND COUNTY:


Robert E. Hebert, County Judge

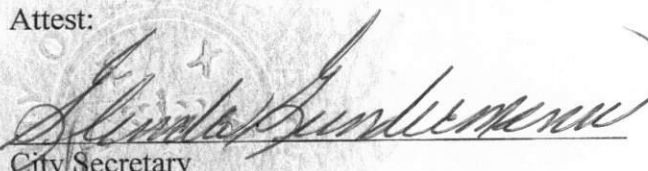
Attest:


Laura Richard, County Clerk

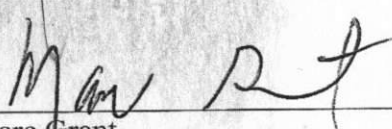
CITY OF SUGARLAND:


Mayor

Attest:


City Secretary

REVIEWED:


Marc Grant
Fort Bend County Road Commissioner


July 11, 2017
Date



June 20, 2017
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **\$17,505.00** to accomplish and pay the obligations of Fort Bend County under this Project Agreement.


Robert Ed Sturdivant, County Auditor



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	06-20-17	AGENDA REQUEST NO:	V-G
INITIATED BY:	HENRY VAVRECKA, STREET AND DRAINAGE SUPERINTENDENT	RESPONSIBLE DEPARTMENT:	PUBLIC WORKS
PRESENTED BY:	ERIC OSCARSON, ASSISTANT DIRECTOR OF PUBLIC WORKS <i>ECO</i>	DIRECTOR:	ROBERT VALENZUELA, P.E. DIRECTOR OF PUBLIC WORKS <i>RV</i>
		ADDITIONAL APPROVAL:	JESSIE, LI, PH.D., P.E. <i>JL</i> INTERIM CITY ENGINEER
SUBJECT / PROCEEDING:	AUTHORIZE AN INTER-LOCAL PROJECT AGREEMENT WITH FORT BEND COUNTY FOR THE SCENIC RIVER ASPHALT REHABILITATION AND AUTHORIZE THE PURCHASE OF ASPHALT MATERIALS FOR THE PROJECT		
EXHIBITS:	FORT BEND COUNTY INTER-LOCAL AGREEMENT FORT BEND COUNTY TERM CONTRACT BID 17-050 LAWSON # 12996 AREA MAP		
CLEARANCES		APPROVAL	
LEGAL:	SHEA SMITH, <i>DSS</i> ASSISTANT CITY ATTORNEY	ASSISTANT CITY MANAGER:	CHRISTOPHER STEUBING P.E., CFM <i>CLS</i>
PURCHASING:	TODD REED, <i>R</i> PURCHASING MANAGER	ASSISTANT CITY MANAGER:	N/A
BUDGET:	JUSTIN ALDERETE, <i>JA</i> BUDGET OFFICER	CITY MANAGER:	ALLEN BOGARD <i>QB</i>
BUDGET			
EXPENDITURE REQUIRED: \$		55,000	
CURRENT BUDGET: \$		100,000	
ADDITIONAL FUNDING: \$		0	
RECOMMENDED ACTION			
Authorize the execution of the Inter-Local Project Agreement with Fort Bend County for the Rehabilitation of Scenic River Drive and the purchase of asphalt materials from American Materials in an amount of \$55,000.			

EXECUTIVE SUMMARY

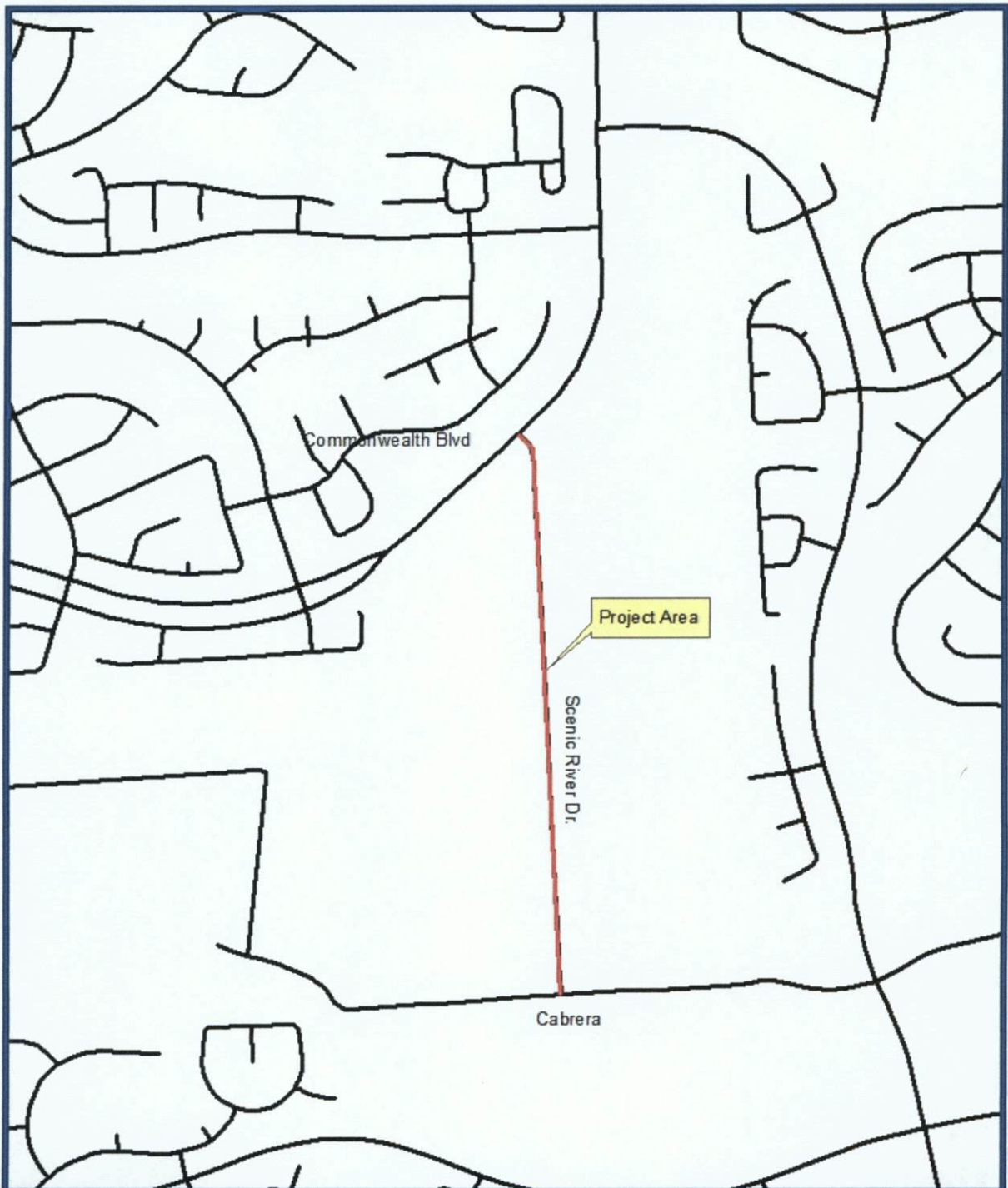
As a strategy, identified in the October 2016 Asphalt Pavement Condition Evaluation Study completed by HVJ Associates, asphalt pavement rehabilitation methods were identified as a component for a corrective action to extend the useful life of asphalt pavements. The HVJ study recommended various repairs to several roadways, with Scenic River Drive being the roadway needing repairs first. Scenic River Drive was identified as having major wheel lane rutting and requiring a 2-inch mill with a 2-inch overlay.

To accomplish the rehabilitation of Scenic River Drive, the Public Works Department plans to enter into an Inter-Local Project Agreement with Fort Bend County. As part of the agreement, Fort Bend County will provide the equipment and labor to perform the project, with the City of Sugar Land providing additional equipment, labor as needed, all traffic control and purchase all of the materials needed for the project. The City of Sugar Land will provide the asphalt utilized for the overlay. The City will purchase approximately 1,100 tons of asphalt, via our inter-local purchasing agreement with the county, from American Materials.

The Inter-Local Project Agreement allows the City to leverage county tax dollars within the city limits of Sugar Land. This agreement will become effective once approved and expire September 30, 2017. Funding for this agreement is located within CIP ST1706.

The Public Works and Engineering Departments recommend approval of the Inter-Local Project Agreement with Fort Bend County for the Rehabilitation of Scenic River Drive and the purchase of asphalt materials from American Materials in an amount of \$55,000.

EXHIBITS



**CITY OF
SUGAR LAND**

**Project Area
Scenic River
Asphalt Rehabilitation**



MAY, 2017

0 125 250 500 750 1,000
feet

The map has been prepared from various sources. Every effort has been made to ensure the accuracy of the map. The City of Sugar Land assumes no liability or warranty for any errors or omissions. It is intended for informational purposes only and is not to be used for any other purpose. For all other purposes, including engineering, planning, or construction, it shall not be used without the approval of the City of Sugar Land. The City of Sugar Land is not responsible for any errors or omissions. Every service is provided as is.



Fort Bend County Tabulation
Bid 17-050
Term Contract for Purchase and Hauling of Earthen Type Road Materials

Term: April 1, 2017 through March 31, 2018

Awarded 2.28.17: All bidders meeting specifications

Asphalt Stabilized Base, TXDOT 292, Black Base GR2 without RAP, Price Per Ton											
Lawson 12985-material Lawson 12986-laydown	American Materials	Century Asphalt	Cherry Crushed Concrete	Durwood Greene	Gulf Coast Stabilized Materials	Lhoist North America	Martin Marietta	Silva Division of James Const.	Tarmac Division of James Const.	Vulcan Construction Materials	Waller County Asphalt
Form 1295	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes
Plant/Pit/Siding	54.00	51.90							50.00		
Plant to Jobsite-1st mile	3.25	3.00							3.00		
Each add'l mile	0.20	0.20							0.20		
Laydown	No Bid	14.00		18.00				20.00			
Plant Location	Mo City	Rosenberg							Rosenberg		
Minimum		\$5.25 haul & 800 tons		500 tons per day				800 tons			

Asphalt Stabilized Base, TXDOT 292, Black Base GR2 with RAP, Price Per Ton											
Lawson 12987-material Lawson 12988-laydown	American Materials	Century Asphalt	Cherry Crushed Concrete	Durwood Greene	Gulf Coast Stabilized Materials	Lhoist North America	Martin Marietta	Silva Division of James Const.	Tarmac Division of James Const.	Vulcan Construction Materials	Waller County Asphalt
Plant/Pit/Siding	49.00	41.90							43.00		
Plant to Jobsite-1st mile	3.25	3.00							3.00		
Each add'l mile	0.20	0.20							0.20		
Laydown	No Bid	14.00		18.00				20.00			
Plant Location	Mo City	Rosenberg							Rosenberg		
Minimum		\$5.25 haul & 800 tons		500 tons per day				800 tons			

Cement Stabilized Sand, THD & PT #400.5 Portland Cement, Type I, 2 sack minimum, Price Per Ton											
Lawson 12989-material	American Materials	Century Asphalt	Cherry Crushed Concrete	Durwood Greene	Gulf Coast Stabilized Materials	Lhoist North America	Martin Marietta	Silva Division of James Const.	Tarmac Division of James Const.	Vulcan Construction Materials	Waller County Asphalt
Plant/Pit/Siding			18.00		23.00						
Plant to Jobsite-1st mile			1.74		3.08						
Each add'l mile			0.20		0.25						
Laydown			No bid								
Plant Location			Richmond								
Per 1/2 sack cement			2.50		3.00						

Flexible Base, must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete, Price Per Ton											
Lawson 12990-material Lawson 12991-laydown	American Materials	Century Asphalt	Cherry Crushed Concrete	Durwood Greene	Gulf Coast Stabilized Materials	Lhoist North America	Martin Marietta	Silva Division of James Const.	Tarmac Division of James Const.	Vulcan Construction Materials	Waller County Asphalt
Plant/Pit/Siding	17.50	17.00	17.50							24.00	
Plant to Jobsite-1st mile	3.25	2.90	1.74							11.12	
Each add'l mile	0.20	0.20	0.20								
Laydown	No bid	No bid	No bid	18.00				40.00			
Plant Location	Mo City	Katy	Fresno							Houston Port	
Minimum		\$5.00 haul	15 tons	500 tons per day				500 tons		25 tons	

Flexible Base, must be free of foreign materials (asphalt, base, dirt, wire or any uncommon items), Type "A", Grade "1", Crushed Concrete with 3% cement added, Price Per Ton											
Lawson 12992-material	American Materials	Century Asphalt	Cherry Crushed Concrete	Durwood Greene	Gulf Coast Stabilized Materials	Lhoist North America	Martin Marietta	Silva Division of James Const.	Tarmac Division of James Const.	Vulcan Construction Materials	Waller County Asphalt
Plant/Pit/Siding			26.80								
Plant to Jobsite-1st mile			1.74								
Each add'l mile			0.20								
Laydown			No bid								
Plant Location			Richmond								
Minimum			15 tons								

Gravel, River Unwashed, 5/8" Diameter Maximum, Price Per Yard											
Lawson 12993-material	American Materials	Century Asphalt	Cherry Crushed Concrete	Durwood Greene	Gulf Coast Stabilized Materials	Lhoist North America	Martin Marietta	Silva Division of James Const.	Tarmac Division of James Const.	Vulcan Construction Materials	Waller County Asphalt
Plant/Pit/Siding							16.00			18.50	
Plant to Jobsite-1st mile							3.30			3.00	
Each add'l mile							0.26			0.21	
Plant Location							Garwood			Simonton	

Hot Mix Asphaltic Concrete Pavement, TXDOT 340, Type D without RAP, Sac B, PG, 64-22, Price Per Ton											
Lawson 12994-material Lawson 12995-laydown	American Materials	Century Asphalt	Cherry Crushed Concrete	Durwood Greene	Gulf Coast Stabilized Materials	Lhoist North America	Martin Marietta	Silva Division of James Const.	Tarmac Division of James Const.	Vulcan Construction Materials	Waller County Asphalt
Plant/Pit/Siding	63.00	56.00							56.00		
Plant to Jobsite-1st mile	3.25	3.00							3.00		
Each add'l mile	0.20	0.20							0.20		
Laydown	No bid	14.00		18.00				20.00			
Plant Location	Mo City	Rosenberg							Rosenberg		
Minimum		\$5.25 haul & 800 tons		500 tons per day				800 tons			

Hot Mix Asphalt Concrete Pavement, TXDOT 340, Type D with RAP, Sac B, PG, 64-22, Price Per Ton											
Lawson 12996-material Lawson 12997-laydown	American Materials	Century Asphalt	Cherry Crushed Concrete	Durwood Greene	Gulf Coast Stabilized Materials	Lhoist North America	Martin Marietta	Silva Division of James Const.	Tarmac Division of James Const.	Vulcan Construction Materials	Waller County Asphalt
Plant/Pit/Siding	55.00	45.90							48.00		
Plant to Jobsite-1st mile	3.25	3.00							3.00		
Each add'l mile	0.20	0.20							0.20		
Laydown	No bid	14.00		18.00				20.00			
Plant Location	Mo City	Rosenberg							Rosenberg		
Minimum		\$5.25 haul & 800 tons		500 tons per day				800 tons			

Hot Mix-Cold Laid, Asphaltic Concrete Pavement, Type D, TXDOT 350, Price Per Ton											
Lawson 12998-material	American Materials	Century Asphalt	Cherry Crushed Concrete	Durwood Greene	Gulf Coast Stabilized Materials	Lhoist North America	Martin Marietta	Silva Division of James Const.	Tarmac Division of James Const.	Vulcan Construction Materials	Waller County Asphalt
Plant/Pit/Siding									105.00		
Plant to Jobsite-1st mile									3.00		
Each add'l mile									0.20		
Laydown											
Plant Location									Rosenberg		
Minimum											

Precoated Coverstone, PB-3, Price Per Ton											
Lawson 12999-material Lawson 13000-laydown	American Materials	Century Asphalt	Cherry Crushed Concrete	Durwood Greene	Gulf Coast Stabilized Materials	Lhoist North America	Martin Marietta	Silva Division of James Const.	Tarmac Division of James Const.	Vulcan Construction Materials	Waller County Asphalt
Plant/Pit/Siding									80.00	21.00	
Plant to Jobsite-1st mile									3.00	0.16	
Each add'l mile									0.20	0.16	
Laydown								25.00			
Plant Location									Rosenberg	Dabney	
Minimum								500 tons		25 tons	

Precoated Coverstone, PB-4 & PB-5, Price Per Ton											
Lawson 13001-material Lawson 13002-laydown	American Materials	Century Asphalt	Cherry Crushed Concrete	Durwood Greene	Gulf Coast Stabilized Materials	Lhoist North America	Martin Marietta	Silva Division of James Const.	Tarmac Division of James Const.	Vulcan Construction Materials	Waller County Asphalt
Plant/Pit/Siding									80.00	22.00	
Plant to Jobsite-1st mile									3.00	0.16	
Each add'l mile									0.20	0.16	
Laydown								25.00			
Plant Location									Rosenberg	Dabney	
Minimum								500 tons		25 tons	

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