

CSJ #	0027-08-180
District #	12-Houston
Code Chart 64 #	50080
Project Name	US 90A at SH 99, Design Grade Separation and Intersection Improvements

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
100% Locally Funded Project
On-System**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and **Fort Bend County**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115005** approving the 2017-2020 Transportation Improvement Program authorizing the State to undertake and complete a highway improvement generally described as **construct grade separation and intersection improvements on US 90A at SH 99** (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **September 4, 2018**, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project, (Attachment B) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

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AGREEMENT

1. Responsible Parties:

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 12
4.	N/A	Construction Responsibilities	Article 13
5.	N/A	Right of Way and Real Property	Article 15

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

Engineering for the construction of grade separations and intersection improvements along US 90A, from 2,200 linear feet west of SH 99 to 2,800 linear feet east of SH 99, as shown in Attachment B.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is **\$1,902,225** as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include

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but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- K. The State will not pay interest on any funds provided by the Local Government.
- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

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- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party.
- P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Responsible Parties' failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Responsible Parties will not be reimbursed with State funds for the cost of required utility work. The Responsible Parties must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Responsible Parties shall provide, at the State's request, a certification stating that the Responsible Parties has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its

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proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party and receiving reimbursement with State or Federal funds, the Local Government shall submit its procurement selection process for prior approval by the State. When the Local Government is being reimbursed for professional services costs, all professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- F. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

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14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Fort Bend County ATTN: County Judge 401 Jackson Street Richmond, Texas 77469 With copy to: Fort Bend County Engineering Department ATTN: County Engineer 301 Jackson Street Richmond, Texas 77469	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

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18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

21. Compliance with Laws

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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four (4) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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24. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

25. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

26. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

27. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

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- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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28. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

DocuSigned by:

FTCDA80FDB8C4B6...
 Signature

DocuSigned by:

E546587DD2BD433...
 Signature

Kenneth Stewart
 Typed or Printed Name

Robert E. Hebert
 Typed or Printed Name

Director of Contract Services
 Typed or Printed Title

Fort Bend County Judge
 Typed or Printed Title

10/24/2018
 Date

10/23/2018
 Date

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**ATTACHMENT A
RESOLUTION OR ORDINANCE**

**APPROVAL OF MINUTES
COMMISSIONERS COURT
FORT BEND COUNTY**

I, Laura Richard, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 4th day of September, 2018.



LAURA RICHARD, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Meyers seconded by Commissioner Nokales, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 11th day of September, 2018.



ROBERT E. HEBERT, COUNTY JUDGE

September 4, 2018

MINUTES

BE IT REMEMBERED, That on this 4TH DAY of SEPTEMBER, 2018, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
VINCENT MORALES	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
LINDA WILLIS FOR LAURA RICHARD	COUNTY CLERK

When the following were heard and the following orders were passed:

1. **Call to Order.**
Call to Order by Judge Hebert at 1:00 p.m.
2. **Invocation and Pledges of Allegiance by Commissioner Grady Prestage.**
Invocation and Pledges of Allegiance by Commissioner Grady Prestage.
3. **Approve minutes of regular meeting held on August 28, 2018 and public hearing held on August 29, 2018.**

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve minutes of regular meeting held on August 28, 2018 and public hearing held on August 29, 2018.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

September 4, 2018

4. **Public Comments regarding the Agenda and Announcements.**

No public comments.

Judge Hebert presented a proclamation to Community Leaders of Fort Bend County, Precinct 3 who dedicated themselves to learn about the County Government which included topics such as Public Safety, the Court system, Commissioners Court and Public Finance. Commissioners Court of Fort Bend County finds this proclamation serves a public purpose and congratulates Precinct 3 College Class of 2018 on a job well done for their continued interests on the betterment of the community.

Commissioner Meyers thanked the 2018 Class for their diligence in attendance. He stated, generally speaking, the population doesn't have a real good understanding of the County government. Everyone in the County believes the best value in any government is the County government. The services provided to people across the board from the County government funds, are roads, emergent medical services, libraries, parks, and other services such as property records and vital records, for a general cost, of approximately \$50 plus per month per household. It's important for County government to explain these services to people. Commissioner Meyers thanked Judge Hebert and all the Elected Officials and Department Heads, who took their time on a Saturday morning to go out and explain their operations to the class. He thanked the 2018 Class for coming out to learn more about their government.

Commissioner Patterson invited everyone to go out and support Kempner High School on Monday, at 6:00 p.m. There will be about 120 students and animals going to the County Fair for projects.

Commissioner Meyers stated the County Fair is at the end of the month where students may have their animals auctioned off. If anyone would like to assist, Commissioner Patterson has a program called the Buyers Group, which helps to bid on the student's animals.

5. **PUBLIC HEARINGS: 1:00 p.m.**

A. **Conduct a public hearing on the proposal to increase the 2018 Tax Rate for Fort Bend County.**

Public Hearing held. No public comments.

Judge Hebert, stated for the record, the County is reducing the tax rate by 1/2 cent. He stated the state passed a law, if the County will collect more revenue, even a dollar more than the previous year; the County must declare an increase in the tax rate. This bill should state there is an increase in the revenue and should be corrected in the upcoming session. The County must have a hearing on increasing the tax rate.

September 4, 2018

Item 5 continued - Public Hearing:

B. Engineering: Conduct public hearings and take all appropriate action on the following matters:

Public hearing held. No public comments.

1. **Acceptance of the traffic control plan for Stonecreek Estates, Section 2, Precinct 1.**
2. **Acceptance of the traffic control plan for Riverwood Village, Section 4, Precinct 1.**
3. **Acceptance of the traffic control plan for Kingdom Heights, Section 4, Precinct 1.**
4. **Acceptance of the traffic control plan for Jordan Ranch, Section 9, Precinct 3.**
5. **Acceptance of the traffic control plan for Silver Ranch, Section 17, Precinct 3.**
6. **Acceptance of the traffic control plan for Harvest Green, Section 18, Precinct 3.**
7. **Acceptance of the traffic control plan for Katy ISD Elem. School No. 32 at Cinco Terrace Drive, and Fry Road to extend the school zone, Precinct 3.**
8. **Acceptance of the traffic control plan for Bella Terra Parkway at Shops at Bella Terra Access Drive to add multi-way stop control, Precinct 3.**
9. **Acceptance of the traffic control plan for Jordan Ranch, Section 12, Section 14 and Jordan Ranch Street Dedication No. 2 and Reserves, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve Agenda Items 5B1 - 9.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

CONSENT AGENDA ITEMS 6 - 21:

6. OUT-OF-STATE TRAVEL: Approve out-of-state travel requests for County personnel:

- A. **Sheriff's Office: Ratify travel for D. Tondera to Abbeville, Louisiana, August 31 - September 1, 2018 to attend K-9 Training. (Fund: Sheriff's Office, Federal Forfeited Assets)**

September 4, 2018

Item 6 continued - Out-of-State Travel:

- B. **Sheriff's Office - Detention: C. Hillegeist to Orlando, Florida, October 5-10, 2018, to attend the 2018 International Association of Chiefs of Police Conference. (Fund: Sheriff's Office, Detention)**

7. **COMMISSIONER, PCT. 1:**

Accept the resignation of Lucy Smith and approve the appointment of Wade Purdy to fill the vacancy as a Commissioner for Fort Bend County Emergency Service District No. 6, effective through December 31, 2018.

8. **COMMISSIONER, PCT. 3:**

- A. **Approve renewal of Interlocal Agreement for Additional Law Enforcement Services between Fort Bend County and Fort Bend County Assistance District No. 1, with services to be provided by the Office of Constable, Precinct 3 effective through September 30, 2019.**
- B. **Approve renewal of Interlocal Agreement for Additional Law Enforcement Services between Fort Bend County and Fort Bend County Assistance District No. 9, with services to be provided by the Office of Constable, Precinct 3 effective through September 30, 2019.**

9. **AUDITOR:**

Approve renewal of Interlocal Agreement between Fort Bend County and Texas Department of Family and Protective Services in the amount of \$68,313.00 for continued funding of additional department staff, effective through September 30, 2019.

10. **BUDGET TRANSFERS:**

- A. **Auditor: Approve transfer in the amount of \$537,313 as detailed on the Auditor's form dated August 28, 2018 to close completed capital improvement projects and reallocate remaining funds into Commissioners Court Projects account.**
- B. **Health & Human Services: Approve transfer in the amount of \$600 from Fees into Information Technology to allocate funds for the purchase of a phone and printer for a new office area.**
- C. **Sheriff's Office - Gus George Academy: Approve transfer in the amount of \$2,000 from Property and Equipment into Information Technology to allocate funds for purchase of computer related equipment.**

11. **CONSTABLE, PCT. 4:**

Approve renewal of Interlocal Agreement for Additional Law Enforcement Services between Fort Bend County and Fort Bend County Municipal Utility Districts No. 115, 128, 129 and 149 effective October 1, 2018 through September 30, 2019.

September 4, 2018

12. **COUNTY CLERK:**

Authorize the County Clerk to execute Attachment 2 to the Data Use Agreement approved by Commissioners Court on August 28, 2018, and ratify submission of same to Texas State Health & Human Services regarding Contract Number HHSREV100000828.

13. **ENGINEERING-PAYMENTS:**

- A. **Approve payment of Invoice No. 18002-04 in the amount of \$7,194.33 and Invoice No. 18002-05 in the amount of \$1,865.00 to Earth Engineering, Inc. regarding professional construction material testing services for Powerline Road, Mobility Bond Project No. 13110, Precinct 1. (Fund: 2013 Mobility Bonds)**
- B. **Approve payment of Invoice No. 38962 in the amount of \$4,194.25 to HTS, Inc. for construction material testing for Ladonia Street, Mobility Bond Project No. 13107, Precinct 1. (Fund: 2013 Mobility Bonds)**
- C. **Approve payment of Invoice No. 584372 in the amount of \$7,782.05 to Professional Service Industries, Inc. regarding construction material testing for Williams Way, Mobility Bond Project No. 13114, Precinct 1. (Fund: 2013 Mobility Bonds)**
- D. **Approve payment of Invoice No. 11 in the amount of \$3,345.00 to The Guess Group, Inc. for property acquisition services regarding projects in Precinct 2. (Fund: Right of Way)**
- E. **Approve payment of Invoice No. 5 in the amount of \$11,347.50 to Schaumburg & Polk, Inc. for project management services regarding 2017 Mobility Bond Projects within Precinct 3. (Fund: 2017 Mobility Bonds)**
- F. **Approve payment of Invoice No. 30 in the amount of \$25,687.50 to HJ Consulting for professional engineering inspection services regarding FM 1093/Westpark Extension Phase IIA, Precinct 3. (Fund: 2017A Series Road Bonds)**
- G. **Approve payment of Invoice No. TA88539 in the amount of \$6,621.75 and Invoice No. TA94756 in the amount of \$8,205.50 to Terracon regarding construction material testing for Spring Green, Mobility Bond Project No. 13318, Precinct 3. (Fund: 2013 Mobility Bonds)**

14. **ENGINEERING-PERMITS:**

- A. **Approve application from Consolidated Communications of FBC to install a driveway at 17911 ½ Day Road, Permit No. 2018-21984, Precinct 1.**
- B. **Approve application from MCI MetroAccess Transmission Services, Corp./Golden Field Services to place buried and aerial fiber optic cable along Moore Road and 5th Street, Permit No. 2018-22801, Precinct 2.**
- C. **Approve application from MCI MetroAccess Transmission Services, Corp./Golden Field Services to bury fiber optic cable under and along 5th Street between Independence Boulevard and Guadalupe Street, Permit No. 2018-22797, Precinct 2.**

September 4, 2018

Item 14 continued - Engineering - Permits:

- D. **Approve application from MCI MetroAccess Transmission Services, Corp./Golden Field Services to bury fiber optic cable along 5th Street and Moore Road, Permit No. 2018-22030, Precinct 2.**
- E. **Approve application from CenterPoint Energy to install a 2-inch gas line under and along Rolling Oaks Drive, Permit No. 2018-22869, Precinct 3.**
- 15. **ENGINEERING-DEVELOPMENT:**
 - A. **Accept the bond reduction rider for Sienna Plantation, Sec. 12 reducing it from \$411,880.00 to \$205,940.00, Precinct 1.**
 - B. **Approve the plat for the roads within Sunset Crossing, Section One, Precinct 1.**
 - C. **Approve the plat for the lots within Sunset Crossing, Section One, Precinct 1.**
 - D. **Approve the plat for the roads within Sunset Crossing, Section Two, Precinct 1.**
 - E. **Approve the plat for the lots within Sunset Crossing, Section Two, Precinct 1.**
 - F. **Approve the plat for the roads within Grand Vista, Sec. 27, Precinct 2.**
 - G. **Approve the plat for the lots within Grand Vista, Sec. 27, Precinct 2.**
 - H. **Approve the plat for ARVO Plaza at Harvest Green, Precinct 4.**
 - I. **Approve the plat for Eunijon, Precinct 4.**
 - J. **Accept the streets in Jordan Ranch, Section 1: Raven Crossing Lane 105.07 LF, Acadian Way 245.08 LF, Zerene Trace 1,039.24 LF, Barred Owl Way 342.51 LF, Green Jay Run 159.95 LF, and UMBER Oak Lane 620.41 LF, for a total of 2,512.26 LF, and release the bond in the amount of \$174,510.00, Precinct 3.**
 - K. **Accept the streets in Jordan Ranch, Section 5: Raven Crossing Lane 180.00 LF, Indigo Falls Drive 793.55 LF, and Juniper Bend 650.62 LF, for a total of 1,624.17 LF, and release the bond in the amount of \$113,750.00, Precinct 3.**
 - L. **Accept the streets in Harvest Green, Section 17: Adara Rose Lane 205.50 LF, Malea Daisy Lane 1,099.96 LF, Shining Willow Court 40.79 LF, Layla Sage Loop 1,366.83 LF, and Laney Blossom Court 284.66 LF, for a total of 2,997.74 LF, and release the bond in the amount of \$224,700.00, Precinct 3.**
 - M. **Accept the street in Aliana Trace Drive Street Dedication Section 2: West Aliana Trace Drive 930.18 LF and release the bond in the amount of \$130,340.00, Precinct 4.**

September 4, 2018

16. **FACILITIES MANAGEMENT & PLANNING: The Director of Facilities Management & Planning submits these invoices for approval and payment for projects that have been budgeted and funded by 2015 Facility Bonds:**
 - A. **Invoice No. 18-0373 in the amount of \$1,420.00 to Accessible Design Solutions for plan review expenses regarding the Medical Examiner Office Building;**
 - B. **Invoice No. 402288 in the amount of \$41,350.48 to Workplace Solutions for workstation accessories partially funded by the Office of District Clerk regarding expansion of the Justice Center;**
 - C. **Invoice No. 3041520122 in the amount of \$5,160.00 to Huitt-Zollars for architectural services regarding the Sheriff's Office Administration Building.**

17. **GRANTS ADMINISTRATION: The grant application for the below item has been approved by Commissioners Court; the Grants Coordinator has reviewed the acceptance documents and makes the following recommendation to Commissioners Court:**

Accept grant award from the Texas Department of Transportation on Project # BBF 1902 (11) 45 for the Fiscal Year 2019 Section 5339 Federal funds in the amount of \$327,231 with \$65,446 in transportation development credits and no local match required. (Fund: Public Transportation Grants)

18. **HUMAN RESOURCES:**
 - A. **Approve the rehire of former employee number 1009378, who terminated employment on January 17, 2015, and will be rehired effective September 10, 2018.**
 - B. **Approve the rehire of former employee number 1002591, who terminated employment on June 29, 2018, and will be rehired effective September 10, 2018.**

19. **PURCHASING:**
 - A. **Authorize advertising for proposals for credit card services for Tax Office.**
 - B. **Authorize advertising for bids for language interpreter services.**
 - C. **Authorize advertising for bids for Sheriff's Office vocational fence project.**
 - D. **Authorize advertising for bids for purchase of vehicles.**
 - E. **Authorize advertising for proposals for transit vehicle camera system for Public Transportation.**

September 4, 2018

20. **SHERIFF'S OFFICE:**

Approve First Amendment to the Texas Statewide Automated Victim Notification (VINE - Victim Information and Notification Everyday) Service SAVNS Maintenance Grant Contract Number 1876952 to extend the term of the Agreement through August 31, 2019.

21. **TAX ASSESSOR/COLLECTOR:**

Approve refunds over \$500 detailed in Tax Assessor/Collector's report submitted on August 29, 2018, for an amount totaling \$14,459.77 for the Office of Patsy Schultz.

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve Consent Agenda
Items 6 - 21.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

22. **ENGINEERING:**

A. **Take all appropriate action on Amendment to Interlocal Agreement between Fort Bend County and City of Missouri City regarding Independence Boulevard Segment 1 and Staffordshire Road, Mobility Bond Project No.13204 and No. 13209, Precinct 2. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Prestage, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve Amendment to Interlocal
Agreement between Fort Bend County and City of Missouri City regarding Independence
Boulevard Segment 1 and Staffordshire Road, Mobility Bond Project No.13204 and No.
13209, Precinct 2. (Fund: 2013 Mobility Bonds)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

September 4, 2018

Item 22 continued - Engineering:

- B. Take all appropriate action on Water Line Relocation Agreement between Fort Bend County and Fort Bend County Municipal District No. 185, in an amount not to exceed \$25,833 regarding Gaston Road Segment 1, Mobility Bond Project No. 13311, Precinct 3. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
 Duly put and unanimously carried (5-0), it is ordered to approve Water Line Relocation Agreement between Fort Bend County and Fort Bend County Municipal District No. 185, in an amount not to exceed \$25,833 regarding Gaston Road Segment 1, Mobility Bond Project No. 13311, Precinct 3. (Fund: 2013 Mobility Bonds)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- C. Take all appropriate action on Advance Funding Agreement between Fort Bend County and Texas Department of Transportation regarding US 90A at SH 99, Mobility Bond Project No. 13409, Precinct 4. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
 Duly put and unanimously carried (5-0), it is ordered to approve Advance Funding Agreement between Fort Bend County and Texas Department of Transportation regarding US 90A at SH 99, Mobility Bond Project No. 13409, Precinct 4. (Fund: 2013 Mobility Bonds)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

September 4, 2018

23. **HEALTH & HUMAN SERVICES:**

Social Services: Take all appropriate action on Application to the Exchange Club of Sugar Land for grant funding in the amount of \$1,500 to be utilized for the 2019-2020 Back to School Bash.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve Application to the Exchange Club of Sugar Land for grant funding in the amount of \$1,500 to be utilized for the 2019-2020 Back to School Bash.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

24. **OFFICE OF EMERGENCY MANAGEMENT:**

A. **Take all appropriate action on update to the Fort Bend County Emergency Operations Plan, Annex K, Public Works and Engineering.**

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve update to the Fort Bend County Emergency Operations Plan, Annex K, Public Works and Engineering.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

B. **Take all appropriate action on update to the Fort Bend County Emergency Operations Plan, Annex N, Direction and Control.**

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve update to the Fort Bend County Emergency Operations Plan, Annex N, Direction and Control.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

25. **PUBLIC TRANSPORTATION:**

Take all appropriate action on the Interlocal Agreement between Fort Bend County and City of Sugar Land for local match support in the amount of \$70,000 to support the County's Transit services.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve the Interlocal Agreement between Fort Bend County and City of Sugar Land for local match support in the amount of \$70,000 to support the County's Transit services.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

Commissioner Patterson expressed his appreciation to the City of Sugar Land for being partners.

26. **PURCHASING:**

A. **Take all appropriate action on First Amendment to Agreement for Managing Bank Services between Fort Bend County and Prosperity Bank for the term October 1, 2018 through September 30, 2020, pursuant to RFP 14-052. (Fund: Treasurer's Office)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve First Amendment to Agreement for Managing Bank Services between Fort Bend County and Prosperity Bank for the term October 1, 2018 through September 30, 2020, pursuant to RFP 14-052. (Fund: Treasurer's Office)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

September 4, 2018

Item 26 continued - Purchasing:

- B. Take all appropriate action on Second Addendum to Agreement between Fort Bend County and Homeland Preparedness Project for public health volunteer recruiting, pursuant to SOQ 07-038, for a total contract amount not to exceed \$72,000 for a term ending June 30, 2019. (Fund: Health & Human Services Public Health Preparedness Grant)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
 Duly put and unanimously carried (5-0), it is ordered to approve Second Addendum to Agreement between Fort Bend County and Homeland Preparedness Project for public health volunteer recruiting, pursuant to SOQ 07-038, for a total contract amount not to exceed \$72,000 for a term ending June 30, 2019. (Fund: Health & Human Services Public Health Preparedness Grant)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- C. Take all appropriate action on Third Amendment to Agreement for Janitorial Services at Fort Bend County Justice Center between Fort Bend County and McLemore Building Maintenance, Inc. utilizing The Interlocal Purchasing System Contract 02052215, to add services for built out areas of the Justice Center for an additional amount of \$394 per month, for an annual amount not to exceed \$276,792. (Fund: Facilities Management & Planning)**

Pulled.

- D. Take all appropriate action on Agreement for Janitorial Services at Fort Bend County Buildings and Facilities between Fort Bend County and McLemore Building Maintenance, Inc. utilizing The Interlocal Purchasing System Contract 170104, for an amount not to exceed \$57,420.16 per month or an annual amount not to exceed \$689,041.92. (Fund: Facilities Management & Planning and Library)**

Moved by Commissioner Meyers, Seconded by Commissioner Morales
 Duly put and unanimously carried (5-0), it is ordered to approve Agreement for Janitorial Services at Fort Bend County Buildings and Facilities between Fort Bend County and McLemore Building Maintenance, Inc. utilizing The Interlocal Purchasing System Contract 170104, for an amount not to exceed \$57,420.16 per month or an annual amount not to exceed \$689,041.92. (Fund: Facilities Management & Planning and Library)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

September 4, 2018

Item 26 continued - Purchasing:

- E. **Take all appropriate action on Fourth Amendment to End User License and Service Agreement between Fort Bend County and Comprise Technologies, Inc., a sole source provider as authorized by Section 262.024 (a)(7) Texas Local Government Code, in an amount not to exceed \$35,423.33 for additional licensing and equipment for Missouri City Library and Mission Bend Library (Fund: 2015 Facilities Bond Proposition 3 and Fort Bend County Assistance District No. 6)**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson
 Duly put and unanimously carried (5-0), it is ordered to approve Fourth Amendment to End User License and Service Agreement between Fort Bend County and Comprise Technologies, Inc., a sole source provider as authorized by Section 262.024 (a)(7) Texas Local Government Code, in an amount not to exceed \$35,423.33 for additional licensing and equipment for Missouri City Library and Mission Bend Library (Fund: 2015 Facilities Bond Proposition 3 and Fort Bend County Assistance District No. 6)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- F. **Take all appropriate action on RFP 18-080 for Acquisition and project management services for disasters DR 4269-006 and DR 4269-007.**

Moved by Commissioner Meyers, Seconded by Commissioner Morales
 Duly put and unanimously carried (5-0), it is ordered to negotiate on RFP 18-080 for Acquisition and project management services for disasters DR 4269-006 and DR 4269-007 with Jeffrey S. Ward, highest evaluated respondent.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

September 4, 2018

Item 26 continued - Purchasing:

G. Take all appropriate action on Bid 19-010, term contract for purchase of Weed, Brush and Insect Control Chemicals.

Note: Several items have bidders with the same price; lots were drawn by Judge Hebert and the Commissioners during Court. The results are below.

- Item 9 VM Distribution Partners
- Item 17 10 lb. container - Helena Agri-Enterprise, LLC
- Item 20 5 lb. container - Helena Agri-Enterprise, LLC
- Item 29 Clarke Mosquito Control Products
- Item 30 Target Specialty Products

Moved by Commissioner Meyers, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to award Bid 19-010, term contract for purchase of Weed, Brush and Insect Control Chemicals to bidders listed above and to low bidder per item.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

H. Take all appropriate action on Bid 19-011, term contract for purchase of Traffic Signs, Posts and Supplies.

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to award Bid 19-011, term contract for purchase of Traffic Signs, Posts and Supplies to low bidder per section.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

September 4, 2018

Item 26 continued - Purchasing:

- I. **Take all appropriate action on request for price increase from A.J. Hurt, Jr. Inc. dba Reladyne per Bid 18-052, term contract for Oil and Lubricants.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
 Duly put and unanimously carried (5-0), it is ordered to approve price increase from A.J. Hurt, Jr. Inc. dba Reladyne per Bid 18-052, term contract for Oil and Lubricants.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

Jaime Kovar, Assistant Purchasing Agent, stated this is a 9% increase.

- J. **Take all appropriate action on Amendment to Agreement between Fort Bend County and Amani Engineering, Inc. in an additional amount of \$65,424 and a total contract amount not to exceed \$277,892 pursuant to SOQ 14-025, regarding Intersection Improvements, Mobility Bond Project No. 17114, Precinct 1. (Fund: 2017 Mobility Bonds)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage
 Duly put and unanimously carried (5-0), it is ordered to approve Amendment to Agreement between Fort Bend County and Amani Engineering, Inc. in an additional amount of \$65,424 and a total contract amount not to exceed \$277,892 pursuant to SOQ 14-025, regarding Intersection Improvements, Mobility Bond Project No. 17114, Precinct 1. (Fund: 2017 Mobility Bonds)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

Item 26 continued - Purchasing:

- K. Take all appropriate action on Agreement for Professional Design Engineering and Surveying Services between Fort Bend County and R.G. Miller Engineers, Inc. in an amount not to exceed \$1,335,958.88 pursuant to SOQ 14-025 regarding Beechnut Street, Mobility Bond Project No. 17410, Precinct 4. (Fund: 2017 Mobility Bonds)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve Agreement for Professional Design Engineering and Surveying Services between Fort Bend County and R.G. Miller Engineers, Inc. in an amount not to exceed \$1,335,958.88 pursuant to SOQ 14-025 regarding Beechnut Street, Mobility Bond Project No. 17410, Precinct 4 (Corrected to Precinct 3 and 4).
(Fund: 2017 Mobility Bonds)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- L. Take all appropriate action on Amendment to Agreement for Professional Environmental Services between Fort Bend County and Bio-West, Inc. in an additional amount of \$8,000 and a total not to exceed \$158,500 pursuant to SOQ 14-025 regarding environmental services for 2017 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2017 Mobility Bonds)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve Amendment to Agreement for Professional Environmental Services between Fort Bend County and Bio-West, Inc. in an additional amount of \$8,000 and a total not to exceed \$158,500 pursuant to SOQ 14-025 regarding environmental services for 2017 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2017 Mobility Bonds)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

September 4, 2018

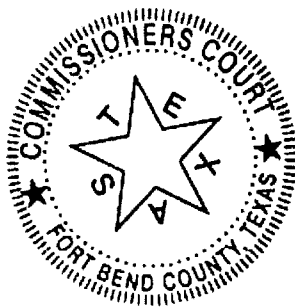
27. **Approve Bills.**

Moved by Commissioner Morales. Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of
\$9,425,965.63.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

28. **Adjournment.**

Commissioners Court adjourned at 1:30 p.m. on Tuesday, September 4, 2018.



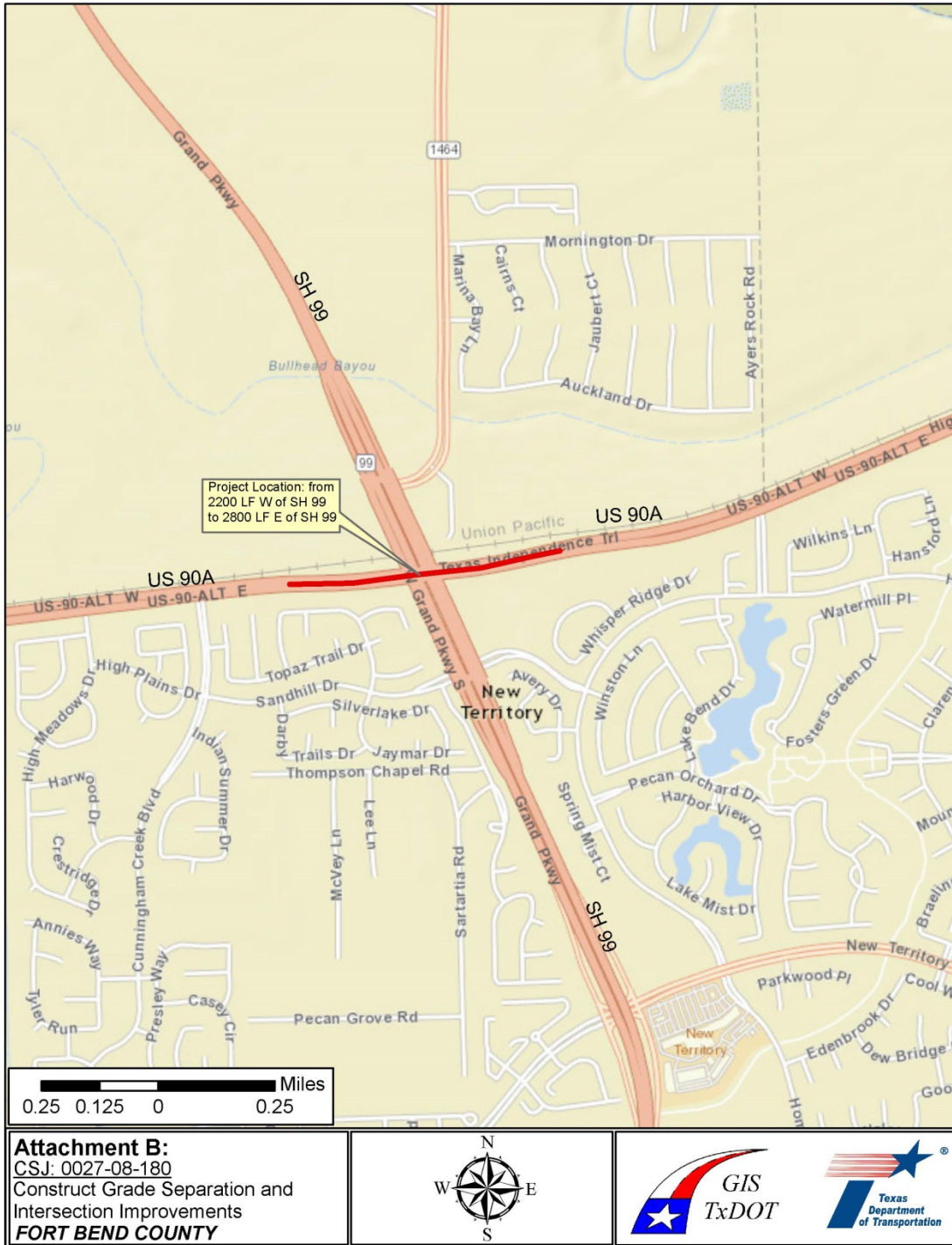
I attest to the accuracy of the foregoing minutes.

Laura Richard

Laura Richard, County Clerk, Fort Bend County, Texas

CSJ #	0027-08-180
District #	12-Houston
Code Chart 64 #	50080
Project Name	US 90A at SH 99, Design Grade Separation and Intersection Improvements

ATTACHMENT B LOCATION MAP SHOWING PROJECT



CSJ #	0027-08-180
District #	12-Houston
Code Chart 64 #	50080
Project Name	US 90A at SH 99, Design Grade Separation and Intersection Improvements

ATTACHMENT C PROJECT BUDGET

The Local Government will be responsible for 100% of the Engineering costs, including any overruns. The State will be responsible for 100% of Direct State Costs and Indirect State costs.

Description	Total Estimated Cost	Federal Participation Cost		State Participation Cost		Local Participation Cost	
Engineering (by Local Government)	\$ 1,900,000	0%	\$ -	0%	\$ -	100%	\$1,900,000
Subtotal	\$ 1,900,000		\$ -		\$ -		\$1,900,000
Engineering Direct State Costs	\$ 2,000	0%	\$ -	100%	\$2,000	0%	\$ -
Indirect State Costs	\$ 125	0%	\$ -	100%	\$ 125	0%	\$ -
TOTAL	\$ 1,902,225		\$ -		\$2,225		\$1,900,000

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State: \$0. This is an estimate. The final amount of Local Government participation will be based on actual costs.