

**FORT BEND COUNTY    FY 2010  
COMMISSIONERS COURT AGENDA REQUEST FORM**

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/26/2010

Submitted By: P. Batts

Department: Engineering

Court Agenda Date: 04/06/2010

Phone Number: 281 633 7507

**SUMMARY OF ITEM:** Approve payment of Invoice No. 1 (Pay Estimate No.1) in the amount of \$4,183,909.57 to City of Stafford regarding City of Stafford/Staffordshire Road Improvements Mobility Bond Projects #38 and #43. Precinct 2. (Fund: Mobility Bonds)

**RENEWAL AGREEMENT/APPOINTMENT**

YES ☐ NO ☐

**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES ☐ NO ☐

**List Supporting Documents Attached:**

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

**Original Form** Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

**Special Handling Requested (specify):**

**Item 18 continued – Emergency Management:**

- D. **Take all appropriate action to ratify application to Office of the Governor, Division of Emergency Management, for Fiscal Year 2009 Emergency Management Performance Grant (EMPG), and authorize County Judge to sign all documents pertaining to the application.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to ratify application to Office of the Governor, Division of Emergency Management, for Fiscal Year 2009 Emergency Management Performance Grant (EMPG), and authorize County Judge to sign all documents pertaining to the application.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavinoha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**19. ENGINEERING:**

- A. **Take all appropriate action on Local Transportation Project Advance Funding Agreement between Fort Bend County and Texas Department of Transportation regarding Category 8 program (off-system) by adding a left turn lane on Bissonnet Street at Gaines Road, Precinct 3. (Fund: Road & Bridge, Traffic Signalization)**

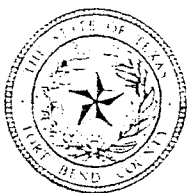
Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Local Transportation Project Advance Funding Agreement between Fort Bend County and Texas Department of Transportation regarding Category 8 program (off-system) by adding a left turn lane on Bissonnet Street at Gaines Road, Precinct 3. (Fund: Road & Bridge, Traffic Signalization)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavinoha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

- B. Take all appropriate action on Interlocal Agreement between Fort Bend County and City of Stafford for improvements to Stafford/Staffordshire Road for an amount not to exceed \$4,500,000; 2000 Mobility Bond Project No. 38 and No. 43, Precinct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement between Fort Bend County and City of Stafford for improvements to Stafford/Staffordshire Road for an amount not to exceed \$4,500,000; 2000 Mobility Bond Project No. 38 and No. 43, Precinct 2.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavinoha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		



COUNTY ATTORNEY  
Fort Bend County, Texas

COPY

ROY L. CORDES, JR.  
County Attorney

(281) 341-4555  
Fax (281) 341-4557

January 15, 2009

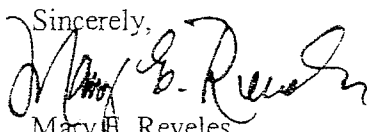
Ms. Bonnie Baiamonte  
City Secretary  
2610 South Main Street  
Stafford, Texas 77477

Re: Interlocal Agreement for Improvements of Stafford/Staffordshire Road

Dear Ms. Baiamonte:

Enclosed please find one (1) fully executed Interlocal Agreement, as referenced above, for your files. The second original has been filed with the County Clerk's Office and will be kept in the Engineering Department's files.

Thank you for your cooperation with this process.

Sincerely,  
  
Mary E. Reveles,  
First Assistant County Attorney

Cc: Paulette Batts, Engineering Department

Enclosure

MER/nh:Interlocal Agreement.Stafford.Stafford/Staffordshire Road.3791

ORIGINAL

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

**INTERLOCAL AGREEMENT**  
**FOR IMPROVEMENTS OF STAFFORD/STAFFORDSHIRE ROAD**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between the CITY OF STAFFORD, a municipal corporation and home-rule city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, ("City"), and FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court ("County.")

**RECITALS**

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE, (the "Act"), as amended, cities, counties, special districts, and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and

WHEREAS, the Stafford/Staffordshire Road Project ("Project") includes widening the existing two (2) lane asphalt roadway with roadside ditches to a four (4) lane, concrete curb-and-gutter roadway with an underground storm sewer system between Beltway 8 and Scanlin Road, a total project distance of approximately 3.5 miles; and

WHEREAS, the total cost of the Project, which includes right-of-way acquisition, engineering design fees and engineering support services as well as costs of actual construction, including contingencies, is currently estimated to be \$17,750,000; and

WHEREAS, the Stafford/Staffordshire Road project is listed on the Houston-Galveston Area Council (H-GAC) 2008-2011 Transportation Improvement Program (TIP) with approximately \$ 5.7 million in federal funds committed to the portion of the project located between Beltway 8 and 5<sup>th</sup> Street and in order to secure the federal funds within the H-GAC 2008-2011 TIP timeframe it is critical to move forward with the right-of-way acquisition and engineering on this Project; and

WHEREAS, Fort Bend County has agreed to participate in the development and construction of the Stafford/Staffordshire Road Project by committing \$4.5 million of mobility bond funds to the Project; and

WHEREAS, Fort Bend County has also agreed to utilize a portion of the \$4.5 million to assist the City in funding the right-of-way acquisition and engineering for the portion of the Project located within the City limits and Fort Bend County up to an amount not to exceed 50% of the total costs of these items; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

NOW, THEREFORE, pursuant to Chapter 791, TEXAS GOVERNMENT CODE and as otherwise authorized and permitted by the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings hereinafter described, and subject to each and every term and condition of this Agreement, the Parties contract, covenant and agree as follows:

**I.  
INCORPORATION OF PREAMBLE**

The parties agree that the representatives, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein word for word.

**II.  
COUNTY'S SOLE OBLIGATION**

The parties agree that the County's sole obligation to the City under the terms of this Agreement is to provide funding as specified herein.

**III.  
CITY'S OBLIGATIONS**

A. The parties agree that the City shall be solely responsible, at City's sole cost and expense, for undertaking the design, land acquisition process, preparation of design plans and specifications and the construction of the Project. The City further warrants that it will timely complete the Project.

B. The City shall comply with all required federal and state regulations for land acquisition and engineering design required to secure the \$5.7 million in federal funding available through H-GAC 2008-2011 TIP.

C. The City will acquire all right-of-way necessary to construction the Project located within the City limits and Fort Bend County for the Project by purchase, gift, donation or the exercise the power of eminent domain. Acquisition costs include environmental assessment and mitigation as well as relocation of utilities costs, if any. Such right-of-way will be acquired in fee and will be acquired in the name of and title shall be vested in the City. Approximately 70 parcels must be acquired for the portion of the Project located within the City limits and Fort Bend County. Five (5) of the 70 parcels are owned by the City or Stafford Municipal School District and will be acquired by dedication.

D. Upon approval by the County Engineer of the drawings and specifications of the Project, the City shall advertise for and receive bids for the construction of the Project pursuant to the usual and customary procedures of the City, in accordance with the

drawings and specifications approved by the County Engineer, and in compliance with all applicable competitive bidding statutes.

E. The City reserves the right to reject all bids. In such event, the City may either re-advertise for bids in accordance with the approved drawings and specifications or terminate this Agreement as provided herein.

F. The City's determination of the lowest responsible bid for the Project shall be final and conclusive.

G. The City shall be responsible for the cost of administration of the construction contract.

H. Upon lawful letting of the construction contract for the Project by the City to a qualified contractor, the City shall submit a copy of the fully executed construction contract together with copies of drawings and specifications for the Project to the County Engineer for review and approval.

I. The City shall not begin construction on the Project without written authorization from the County Engineer. The County Engineer shall not unreasonably withhold his/her approval.

J. The City agrees to make or cause to be made all changes to the drawings and specifications reasonably requested by the County Engineer.

K. The City shall select a consulting engineer to design pavement and drainage improvements to Stafford/Staffordshire Road between Beltway 8 and Scalin Road, an approximate Project distance of 3.5 miles.

L. Upon completion of the Project, the City shall furnish the County with complete documentation and a full accounting of the funds expended on the Project.

M. Upon completion of the Project the City shall provide a set of record drawings of the Project to the County showing the Project as constructed.

#### **IV. COUNTY'S RESPONSIBILITIES**

A. The County Engineer shall review the construction contract to determine whether the construction contract complies with the terms of this Agreement as well as to determine if the Project meets County Design Standards.

B. The County Engineer must approve all change orders to the Project. The County Engineer shall promptly review all change orders and shall provide a response to the City within 24 hours from the County's receipt of a change order from the City.

C. During the work on the Project, the County shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections, the County shall not interfere with the work in progress. Any deficiencies noted by the County shall be brought to the attention of the City and said deficiencies shall be promptly addressed by the City.

D. The County shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by the County shall be promptly addressed by the City.

E. The City shall select a consulting engineer to design pavement and drainage improvements to Stafford/Staffordshire Road between Beltway 8 and Scalin Road, an approximate Project distance of 3.5 miles. If the County determines that the construction contract complies with the terms of this Agreement, and that the construction contract has been approved by the County Engineer, the County shall pay to the City Fifty Percent (50%) of the engineering fees. The amount paid by the County in this paragraph IV. E. is in addition to the amounts set forth in paragraphs IV.F and IV.G.

F. The County shall pay to the City Fifty Percent (50%) of the land acquisition costs. The City will be responsible for all initial land acquisition costs and will submit a request for reimbursement to the County when the total expenditures reach a minimum value of \$200,000.00 and each \$200,000.00 increment afterwards. Upon submittal and approval of the minimum \$200,000.00 invoice County will reimburse City in an amount equal to Fifty Percent (50%) of the invoice. All invoices, deeds and associated documents will be sent to the County for review and approval. The amount paid by the County in this paragraph IV.F. is in addition to the amounts set forth in paragraphs IV.E and IV.G..

G. If the County determines that the construction contract complies with the terms of this Agreement, and that the construction contract has been approved by the County Engineer, the County shall forward to the City, immediately after bids are received, an amount equal to Fifty Percent (50%) of the construction bids. The amount paid by the County in this paragraph IV.G. is in addition to the amounts set forth in paragraphs IV.E. and IV.F.

H. In the event that 100% of the cost of the construction of the Project, including the amounts set forth in paragraphs IV.E., IV.F., and IV.G, exceeds \$4.5 million dollars, the additional funds shall be the sole responsibility of the City, and the County shall not be obligated to expend any further funds on the Project. The City understands that any delays in the construction of the Project may cause costs of the Project to increase.

I. Prior to the execution of this Agreement, the City has been advised by the County and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the total maximum sum of \$4,500,000, specifically allocated to fully discharge any and all liabilities which may be incurred by County. Under no circumstances shall the County's

obligations to the City as stated in Sections IV. E. & F. above exceed \$4,500,000.

J. At all times during construction of the Project, the County shall have full access to all of the City's records and documentation pertaining to the Project.

## **V. TERM AND TERMINATION**

A. This agreement shall commence upon execution of County and shall terminate upon County's final inspection and acceptance of the Project.

B. The City or the County may terminate this Agreement, without cause, at any time prior to the letting of the contract for construction of the Project upon receipt by written notice to the other party. The parties shall thereafter have no obligation hereunder. This Agreement is not subject to termination, cancellation or revocation by any party once the construction has commenced.

## **VI. INSURANCE REQUIREMENTS**

The City agrees that it will require that contractor's insurance policies name the County as well as the City as additional insureds on all policies, including, but without limitation, Worker's Compensation and Employer's Liability. Any such insurance policies shall include at least the following minimum coverage:

A. Worker's Compensation in the amount required by law. The policy shall include the All States Endorsement.

B. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).

C. Comprehensive Automatic Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.

D. The City may require insurance in excess of the amount of coverage set out above, as it deems necessary, in such cases the County shall remain an additional insured. The City will provide the County with proof of insurance.

## **VII. USE OF COUNTY RIGHT-OF-WAY**

The County hereby grants to the City the right to use County right-of-way, if any, upon which the Project is to be constructed and County right-of-way, if any, immediately adjacent to the same for the purpose of constructing the Project.



**VIII.  
OWNERSHIP AND MAINTENANCE OF ROAD**

Upon completion of the Project, the City shall assume full ownership of and responsibility for the maintenance and repair of the Project facilities within its city limits, to the same extent and in the same manner as for other like facilities of the City.

**IX.  
MISCELLANEOUS**

A. No party hereto shall make in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the party.

B. All services required pursuant to this Agreement that the City or County must pay for will be paid from current bond funds or current revenues available to the City or the County.

C. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between City and County, or as creating or establishing the relationship by either party as agent, representative, or employee of the other party for any purpose, or in any manner, whatsoever. The parties further 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.

D. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. Venue for any legal actions arising out of this Agreement shall lie exclusively in Fort Bend County, Texas.

E. The County agrees that it will be liable for only those claims under which liability is imposed on it by the Texas Tort Claims Act.

F. The City agrees it will be liable only for those claims under which liability is imposed on it by the Texas Tort Claims Act.

G. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution or performance of this Agreement.

**X.  
NOTICE**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

City of Stafford  
2610 S. Main Street  
Stafford, Texas 77477  
Phone: 281-261-3921

Fort Bend County  
1124-52 Blume Road  
P.O. Box 1449  
Rosenberg, Texas 77471

Fax: 281-261-3939  
Attention: Lawrence Vaccaro, Jr.

(281) 342-3039  
(281) 342-7366 fax  
Attention: D. Jesse Hegemier

## XI.

A. This Agreement has been executed by the City and the County upon and by the authority of an order or resolution passed at a properly constituted meeting of their respective governing bodies.

B. 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.

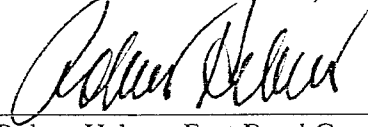
C. The undersigned officers and/or agents are properly authorized to execute this contract on behalf of the Parties hereto, and each hereby certifies to the other that any necessary resolution or order extending such authority have been duly passed and are now in full force and effect. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

*REMAINDER OF PAGE INTENTIONALLY LEFT*


**XII.  
ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing signed by all parties hereto.


**FORT BEND COUNTY, TEXAS**

  
\_\_\_\_\_  
Robert Hebert, Fort Bend County Judge

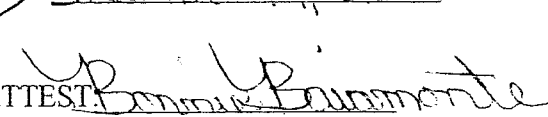
Date 12-16-08

ATTEST:   
\_\_\_\_\_  
Dianne Wilson, Fort Bend County Clerk

**CITY OF STAFFORD**

  
\_\_\_\_\_  
Leonard Scarcella, Mayor

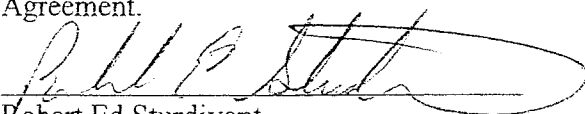
Date December 17, 2008

ATTEST:   
\_\_\_\_\_  
Bonnie Baiamonte, City Secretary

Reviewed for Legal Compliance:

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 4,500,000.00 to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

  
\_\_\_\_\_  
Robert Ed Sturdivant,  
Fort Bend County Auditor

Attachment: Exhibit A



# CITY OF STAFFORD

2610 SOUTH MAIN • STAFFORD, TEXAS 77477

281-261-3900 • FAX: 281-261-3994

WWW.CITYOFSTAFFORD.COM



**Invoice Number : FBC031109**

March 11, 2009

Fort Bend County  
Attn: D. Jesse Hegemier  
1124-52 Blume Road  
Rosenberg, TX 77471

## Description of Services:

Stafford/Staffordshire Road Improvement

ROW Acquisitions

Parcel Numbers: 3, 6, 7,9, 10, 12, 14, 24, 29,  
30, 32, 33, 36, 37, 38, 40, 41, 42, 44, 101, 110,  
113, 116, 117, 118, 124

**Total**

**\$150,130.00**

Payable upon receipt

Payment is due to:  
City of Stafford  
Attn: Karen Austin  
2610 S. Main  
Stafford, TX 77477

## COUNCILMEN

WEN GUERRA

KEN MATHEW

JOHN ROSE

JEFF SMITH

ROBERT SORBET

CECIL WILLIS, JR.

**LEONARD SCARCELLA**

MAYOR

CITY SECRETARY

BONNIE BAIAMONTE

MUNICIPAL SERVICES AND  
PUBLIC WORKS DIRECTOR

LAWRENCE VACCARO, JR.

DIRECTOR OF FINANCE

KAREN AUSTIN

**STAFFORD/STAFFORDSHIRE ROAD IMPROVEMENT PROJECT**  
**CITY OF STAFFORD**  
**ROW ACQUISITION SUMMARY SHEET**  
**December 3, 2008**

PARCEL NO.	PROPERTY OWNER	ACRES	SF	APPRAISED PRICE PER SQ FT	PRICE PER SQ FT PAID	APPRAISED VALUE/W DAMAGES*	TOTAL COST W/ CLOS	COMMENTS
3	Hambaugh, Marc A. & Wife	0.027	1,192	4.25	5.10	5,235	\$ 6,718	Closed
6	Tebbal, Saadedine & Elizabeth Esteves	0.072	3,120	4.00	5.98	13,200	19,235	Closed
7	Morgan, Ira G. & Lena	0.031	1,339	4.50	4.50	8,273	8,743	Closed
9	Pavlock, Billy J. & Cynthia Ann	0.044	1,930	4.00	4.00	10,180	10,658	Closed
10	Ellis, Cecil L. Et Ux	0.051	2,221	4.00	4.00	13,263	13,758	Closed
12	Ochoa, Maria Irma	0.060	2,634	3.50	3.50	17,184	17,710	Closed
14	Ochoa, Maria Irma	0.019	821	4.00	4.00	4,155	4,625	Closed
24	Rao, Nicole	0.047	2,081	4.50	5.82	9,275	14,176	Closed
29	Bonilla, Ezequiel F.	0.078	3,384	2.00/4.00	4.57	11,432	12,874	Closed
30	Peek-Beck, Alicia V.	0.004	158	5.00	5.00	790	1,312	Closed
32	Abusally, Thasin	0.102	4,435	4.25	4.25	18,849	19,899	Closed
33	Gore, Kenneth F.Y.	0.042	1,820	5.00	6.00	18,026	20,609	Closed
36	Athena Family Harwin, L.P.	0.236	10,284	2.50	2.80	25,900	29,652	Closed
37	Marquez, Jose & Maria Del Carmen	0.036	1,568	3.00	3.00	4,869	5,359	Closed
38	Marquez, Jose & Maria Del Carmen	0.035	1,524	3.00	3.00	4,572	5,042	Closed
40	Martinez, Nicholas Omar	0.046	1,988	3.00	3.00	5,958	6,428	Closed
41	Segler, Bette	0.003	134	3.00	3.00	584	2,222	Closed
42	Hoffman, Lowell A. & Judy	0.003	134	3.00	3.00	584	1,416	Closed
44	Houston Discovery, L.P.	0.003	134	3.25	3.25	436	806	Closed
101	Zoya Enterprises Ltd.	0.059	2,551	3.25	4.31	8,291	11,500	Closed
110	Petrenella, Janice	0.650	2,823	3.00	3.50	9,407	12,105	Closed
113	Charlton, Charles D.	0.003	140	4.50	4.50	2,065	2,569	Closed
116	Arriaga, Elicia	0.038	1,676	3.50	4.50	8,306	11,426	Closed
117	Lopez, Virginia C.	0.046	1,983	3.50	5.36	10,648	11,124	Closed
118	National Coupling Co., Inc.	0.268	11,684	2.50	2.50	47,315	48,057	Closed
124	Perez, Elias R. & Delia	0.007	303	2.50		1,667	2,137	Closed
		2.010	62,040			\$ 260,424	\$ 300,260	



# **Texas Department of Transportation**

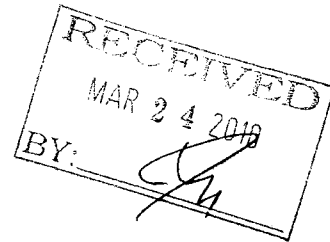
P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

March 23, 2010

CONTACT: CONSULTANT

Harris County  
CSJ 0912-72-246  
CS: Stafford/Staffordshire Road from BW 8  
to Fort Bend County Line

Fort Bend County  
CSJ 0912-34-126  
CS: Stafford/Staffordshire Road from Harris County Line to 5<sup>th</sup> Street



Mr. Charles W. Russell, P.E.  
City Engineer/Assistant Director of Municipal  
Services and Public Works  
City of Stafford  
2610 South Main  
Stafford, Texas 77477

Dear Mr. Russell:

The subject roadway project let for construction on March 9, 2010. A copy of the low bid is attached for your information. Per the terms of the funding agreement between the Texas Department of Transportation (TxDOT) and the City of Stafford (City), TxDOT agreed to notify the City of the amount of funds payable by the City to TxDOT for this project.

The project is funded under the American Recovery and Reinvestment Act of 2009 with Federal funds participating in 100 percent of the construction cost up to a maximum Federal cost of **\$4,500,000**. The City is responsible for paying for 100 percent of all items in excess of the Federal participation.

The attached cost calculation worksheet details the funding responsibilities for the project. The City's cost share is **\$9,812,347.76**. We had agreed that the City could make incremental payments on the portion of the City's cost share that is attributable to TxDOT construction management costs. Per the spreadsheet these costs total **\$1,505,387.01**.

We propose a payment schedule of five incremental payments with the first payment due April 7, 2010. Thereafter payments shall be due every 3 months (next payment due July 7, 2010) and shall be for one-fifth (1/5) of the City's cost share that is attributable to TxDOT construction management costs. Based on a cost of **\$1,505,387.01**, the incremental payments would each be **\$301,077.40**. The payments are due on the seventh (7<sup>th</sup>) day of the applicable month.

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

*An Equal Opportunity Employer*

Mr. Charles W. Russell, P.E.  
March 23, 2010  
Page 2

Please consider this letter as your notification that an initial payment of:  
**\$9,812,347.76 - \$1,505,387.01 + \$301,077.40 = \$8,608,038.15**  
is now due and payable to TxDOT for the City's funding participation for this project.

We request that you make payment of the City's cost share at your earliest convenience as we will not be able to award the project to the low bidder until these funds are received.

We will need to amend the funding agreement for the project to include the incremental payments. We plan on sending you an amended agreement shortly. We would appreciate your expeditious handling of the amendment.

If you have any questions or need information, please contact me, at (713) 802-5501.

Sincerely,

*Elie J. Alkhoury, P.E.*

*for*

Mark D. Patterson, P.E.  
Director of Consultant  
Contract Administration  
Houston District

MDP:bs

Attachments

cc: Mr. Mark D. Patterson, P.E.



# CITY OF STAFFORD

2610 SOUTH MAIN • STAFFORD, TEXAS 77477  
281-261-3900 • FAX: 281-261-3994  
WWW.CITYOFSTAFFORD.COM



March 24, 2010


Fort Bend County Engineering  
Attn: Mr. Jesse Hegemier, P.E.  
P.O. Box 1449  
Rosenberg, Texas 77471-1449

Re: Funding Request CSJ 0912-34-126  
Stafford/Staffordshire Road (BW8 to 5<sup>th</sup> St.)

Dear Mr. Hegemier:

The Stafford/Staffordshire reconstruction project was let by TxDOT on March 9, 2010. TxDOT has requested local funds from the City of Stafford in order to award this contract. A copy of TxDOT's request is attached. Per the City of Stafford's Interlocal Agreement with Fort Bend County, the County has agreed to fund 4.5 million dollars of this project. The City of Stafford has already received \$316,090 from the County. Please remit the balance of \$4,183,910 made payable to the City of Stafford as soon as possible to facilitate the award of this contract.

Sincerely,

  
for Lawrence Vaccaro, Jr.  
Director of Public Works

Attachment

## COUNCILMEMBERS

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PUBLIC WORKS DIRECTOR

LAWRENCE VACCARO, JR.

DIRECTOR OF FINANCE

KAREN AUSTIN



# **FUNDING COST ESTIMATE 3/15/10**

Stafford/Staffordshire Road From BW 8 to 5th Street CSJ 0912-34-126			
EXPENSES	CITY	FEDERAL	TOTAL
Construction Costs	\$6,423,715.75	\$4,500,000.00	\$10,923,715.75
Eligible Items			
Construction Management Costs	\$1,310,845.89	\$0.00	\$1,310,845.89
Eligible Items			
Construction Costs	\$1,621,176.00	\$0.00	\$1,621,176.00
Ineligible Items			
Construction Management Costs	\$194,541.12	\$0.00	\$194,541.12
Ineligible Items			
Force Account	\$262,069.00	\$0.00	\$262,069.00
Review Cost	\$60,000.00	\$0.00	\$60,000.00
<b>TOTAL ROADWAY PROJECT</b>	<b>\$9,872,347.76</b>	<b>\$4,500,000.00</b>	<b>\$14,372,347.76</b>

**MATCHING FUNDS OWED BY CITY**  
**REVIEW COSTS PAID BY CITY**  
**FUNDS OWED BY CITY**

**\$9,872,347.76**  
**-\$60,000.00**  
**\$9,812,347.76**

TOTAL FEDERAL FUNDS AVAILABLE =

\$4,500,000.00

INCREMENTAL PAYMENT AMOUNT =

\$1,505,387.01

INCREMENTAL PAYMENTS =

\$301,077.40

FUNDS OWED BY THE CITY LESS

\$8,306,960.75  
 \$8,608,038.15

INCREMENTAL PAYMENTS =