

TRAMMEL FRESNO
(PLUS OVERAGES) LOCAL 11,732,529
+ ENGINEERING
(FED. AMOUNT FIXED)

CSJ #: 0912-34-144
District #: 12 - Houston
Code Chart 64 #: 50080
Project: CS: Trammel Fresno Road,
Fort Bend Parkway to FM 521

STATE OF TEXAS §

COUNTY OF TRAVIS §

LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For A
SURFACE TRANSPORTATION PROGRAM
(OFF-SYSTEM)

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the Fort Bend County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; 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 the Local Government desire to widen Trammel Fresno Road from 2-lanes to 4-lanes from Fort Bend Parkway to FM 521, to be hereinafter identified as the project as shown in Attachment "B"; and

WHEREAS, the Local Government has offered to participate in the development and construction of the Project by providing funding, preparing or having prepared by a consultant the preliminary engineering, which includes, but is not limited to, environmental documentation and clearances, public involvement, all necessary and required environmental mitigation; design plans, specifications, and estimates (PS&E); accomplishing the adjustment of utilities; acquisition of right of way; and providing other necessary items required by the state and agreed to by both parties; and

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WHEREAS, the Texas Transportation Commission passed Minute Order 110753, awarding funding for Projects in the 2007 Unified Transportation Program including this Project; and

WHEREAS, the funds for the Project were allocated in the 2008-2011 Statewide Transportation Improvement Program, a page of which is attached hereto and identified as Attachment "C"; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated 8/13/2008 which is attached hereto and made a part hereof as Attachment "A"; and

WHEREAS, the State will secure the Federal cost share, review the engineering and PS&E, let the construction contract, provide the construction inspection, and provide other items as required; and

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

AGREEMENT

1. 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.

2. Scope of Work

The State and the Local Government agree that the scope of the Project is to prepare the environmental assessment, complete any required environmental mitigation, prepare right of way maps, property descriptions, schematic layout; perform field surveys; conduct public meetings/hearings; prepare plans, specifications and estimates (PS&E); complete acquisition of right of way; construct the Project (including grading, paving, structures, etc. as applicable); and any other work necessary to complete the Project.

3. Local Project Sources and Uses of Funds

- a. The total estimated cost of the Project is shown in the Project Budget - Attachment "D" which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment "D". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify that the Federal Letter of Authority has been issued for the work covered by this Agreement.

- b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include 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.
- c. The State will be responsible for securing the Federal and 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.
- d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.
- e. 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 "D". At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering 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.
- f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. 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 Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
- i. The State will not pay interest on any funds provided by the Local Government.
- j. If a waiver has been granted, 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.
- k. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment "D" will clearly state the amount of the fixed price or the incremental payment schedule.

- l. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- m. 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.

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.

4. 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; or
- 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.

5. Amendments

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

6. 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.

7. Utilities

The Local Government 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 Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be

reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- d. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
- e. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

9. Compliance with Texas Accessibility Standards and ADA

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 the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The Local Government shall furnish to the State a copy of the Local Government's contract with its engineering consultant for approval prior to the consultant beginning work. The Local Government shall forward to the State a copy of the completed engineering and design plans for review. The Local Government shall be responsible for all PS&E costs and the consideration paid for these services shall not be eligible for reimbursement. In procuring professional services, the parties to this Agreement must comply with all applicable laws.

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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 thereto, the latest edition and revisions of the State's *Highway Design Division Operations and Procedures Manual* or the American Association of State Highway and Transportation Officials *A Policy on Geometric Design of Highways and Streets*, Federal regulations for conformity with the Clean Air Act air quality requirements, the EPA-National Pollutant Discharge Elimination System requirements, the *Texas Manual on Uniform Traffic Control Devices*, and the American Association of State Highway and Transportation Officials *Guide For The Development of Bicycle Facilities*. In addition, all engineering work shall be prepared using the English system of measurements. Documents prepared for the purpose of public involvement shall be in the English unit system.

The State may perform a 30 percent, 60 percent, 90 percent and final review of the engineering plans, specifications and estimate work being developed by the Local Government's consultant in conjunction with the Local Government's review. The State will also review all geotechnical, surveying, schematic, bridge layout, design, environmental, hydraulic reports and data submitted by the Local Government, process environmental documents and oversee any necessary public involvement. The State will provide a pavement design for the Project per AASHTO pavement design criteria and may also provide any geotechnical investigations required for the pavement design.

If the Local Government has submitted work in accordance with the terms of this contract but the State requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Local Government shall make such revisions as requested and as directed by the State and the work will not be approved by the State unless such changes are made.

The Local Government shall be responsible for the accuracy of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts. Approval by the State is subject to the prompt accomplishment by the Local Government of necessary revisions or corrections resulting from its errors, omissions, or negligent acts.

The Local Government's responsibility for all questions arising from design errors and/or omissions will be determined by the State. The Local Government will not be relieved of the responsibility for subsequent correction of any such errors or omissions.

The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the State in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

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In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- a. The State shall 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, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. The State will use its approved contract letting and award procedures to let and award the construction contract.
- c. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- e. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for the maintenance of the completed Project.

13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall assume all costs in preparing right-of-way maps, property descriptions and other data as needed to properly describe the right-of-way which the Local Government is to acquire and provide the State. The right-of-way maps and property descriptions shall be submitted to the State for review and approval. Tracings of the right-of-way maps shall be furnished to the State for its permanent records.

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Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of a Project site, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

If the Local Government purchases right of way for a Local Government street, title will be acquired in the name of the Local Government in accordance with applicable laws unless specifically stated otherwise and approved by the State.

The Local Government shall be responsible for all right of way acquisition costs and these costs shall not be eligible for Federal reimbursement under this Agreement.

14. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:

Mr. D. Jesse Hegemeir, P.E.
County Engineer
Fort Bend County Engineering Dept.
1124 Blume Road
Rosenberg, Texas 77471-1449

State:

Mr. Gary K. Trietsch, P.E.
District Engineer
Texas Department of Transportation
P. O. Box 1386
Houston, Texas 77251

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. 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 such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. 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, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA 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.

23. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Debarment Certifications

The Local Government shall not contract with any person that: is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

27. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering

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into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. 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.

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29. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT FORT BEND COUNTY


Name

Robert Hebert, County Judge
Printed Name and Title

August 12, 2008
Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.


Janice Mullenix
Director of Contract Services
Texas Department of Transportation

October 16, 2008
Date

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ATTACHMENT D

Project Budget And Description

The Local Government will participate in the cost to widen Trammel Fresno Road from 2-lanes to 4-lanes from Fort Bend Parkway to FM 521. The federal funding share shall not exceed \$7,455,105.00, the amount of funds approved for the Project by the Metropolitan Planning Organization. The Local Government will be responsible for the match to the federal funds and for all non-federal or non-State participation costs associated with the Project. (The funding participation percentages are shown in the chart below). The Local Government's estimated cost participation in the Project including construction, review costs and engineering and contingencies costs are \$11,732,529.00. The State has estimated the Project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
Widening of Trammel Fresno Road	\$17,055,923	38.8537%	\$6,626,857	0.00%	\$0	61.1463%	\$10,429,066
Direct State Costs (Plan Review)	\$85,000	38.8537%	\$33,025	0.00%	\$0	61.1463%	\$51,975
Direct State Costs (including plan review, inspection and oversight)	\$2,046,711	38.8537%	\$795,223	0.00%	\$0	61.1463%	\$1,251,488
TOTAL	\$19,187,634.	\$7,455,105		\$0		\$11,732,529	

Direct State Cost will be based on actual charges.

Local Government's Participation = \$11,732,529.00

The estimated engineering review cost to be incurred by the Texas Department of Transportation is \$85,000.00. Within 30 days of final execution of this agreement, the Local Government will transmit to the State a check or warrant in the amount of \$51,975.00 made payable to the Texas Department of Transportation Trust Fund" which amount is based on the Local Government's percentage share of the estimated engineering review costs. These funds will be utilized by the State to review the engineering documentation, and cover other incidental costs. It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only, final participation amounts will be based on actual charges to the Project.

August 12, 2008

21. **ENGINEERING:**

- A. **Take all appropriate action on the First Amendment to the Professional Engineering Services Agreement between Fort Bend County and Cobb Fendley & Associates, Inc. to provide services for the expansion of Greenbusch Road, Mobility Bond Project No. 732, increasing the funding amount from \$850,000 to \$956,000. (Fund: Mobility Bonds)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve the First Amendment to the Professional Engineering Services Agreement between Fort Bend County and Cobb Fendley & Associates, Inc. to provide services for the expansion of Greenbusch Road, Mobility Bond Project No. 732, increasing the funding amount from \$850,000 to \$956,000. (Fund: Mobility Bonds)

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

- B. **Take all appropriate action on Advance Funding Agreement between Texas Department of Transportation and Fort Bend County for a Surface Transportation Program (off system), at a total estimated cost \$11,732,529 to widen Trammel Fresno Road from two lanes to four lanes from Fort Bend Parkway to FM 521, Mobility Bond Project No. 746, Precincts 1 and 2. (Fund: Mobility Bonds)**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Advance Funding Agreement between Texas Department of Transportation and Fort Bend County for a Surface Transportation Program (off system), at a total estimated cost \$11,732,529 to widen Trammel Fresno Road from two lanes to four lanes from Fort Bend Parkway to FM 521, Mobility Bond Project No. 746, Precincts 1 and 2. (Fund: Mobility Bonds)

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

- C. **Take all appropriate action to amend the Standard Utility Agreement between Fort Bend County, the State of Texas, and Kinder Morgan Tejas Pipeline, L.P., for FM 1464 (from FM 1093 to SH 99), increasing Fort Bend County's participation to \$218,536.21, Precincts 3 and 4. (Fund: Right of Way)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to amend the Standard Utility Agreement between Fort Bend County, the State of Texas, and Kinder Morgan Tejas Pipeline, L.P., for FM 1464 (from FM 1093 to SH 99), increasing Fort Bend County's participation to \$218,536.24, Precincts 3 and 4. (Fund: Right of Way)

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



Attachment "B"

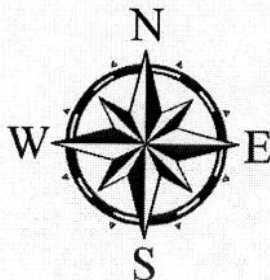
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Widen from 2 to 4 lanes rural road

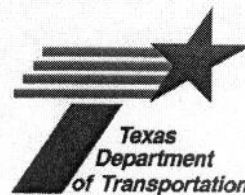
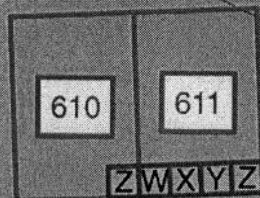
Location:

Trammel Fresno Rd. from
Fort Bend Parkway to Fm 521

Fort Bend County



Key Map Location



**2008-2011 TRANSPORTATION IMPROVEMENT PROGRAM
BEAUMONT AND HOUSTON DISTRICTS
HOUSTON-GALVESTON MPO
FY 2010**

COUNTY MPO ID CSJ NUMBER SPONSOR ID LET DATE	SPONSOR STREET FROM LIMIT TO LIMIT PHASES	PROJECT DESCRIPTION																									
HARRIS 328 3510-05-002 05/01/2010	TXDOT HOUSTON DISTRICT SH 99 FRANZ RD US 290 C, E, R	SEG E: CONSTRUCT 4-LANE TOLLWAY WITH LIMITED TWO 2-LANE FRONTAGE ROADS AND INTERCHANGES																									
<table><tr><th>Funding:</th><th>Federal</th><th>State</th><th>Local</th><th>Total</th></tr><tr><td>2-METRO-TMA</td><td>\$18,520,000</td><td>\$4,630,000</td><td>\$0</td><td>\$23,150,000</td></tr><tr><td>ROW-UTIL-TOLL</td><td>\$0</td><td>\$0</td><td>\$103,552.28</td><td>\$103,552.28</td></tr><tr><td>TOLL</td><td>\$0</td><td>\$0</td><td>\$235,530.00</td><td>\$235,530.00</td></tr><tr><td>Project Totals:</td><td>\$18,520,000</td><td>\$4,630,000</td><td>\$339,082,280</td><td>\$362,232,280</td></tr></table>			Funding:	Federal	State	Local	Total	2-METRO-TMA	\$18,520,000	\$4,630,000	\$0	\$23,150,000	ROW-UTIL-TOLL	\$0	\$0	\$103,552.28	\$103,552.28	TOLL	\$0	\$0	\$235,530.00	\$235,530.00	Project Totals:	\$18,520,000	\$4,630,000	\$339,082,280	\$362,232,280
Funding:	Federal	State	Local	Total																							
2-METRO-TMA	\$18,520,000	\$4,630,000	\$0	\$23,150,000																							
ROW-UTIL-TOLL	\$0	\$0	\$103,552.28	\$103,552.28																							
TOLL	\$0	\$0	\$235,530.00	\$235,530.00																							
Project Totals:	\$18,520,000	\$4,630,000	\$339,082,280	\$362,232,280																							
HARRIS 10591 3510-05-903 07/01/2010	TXDOT HOUSTON DISTRICT SH 99 AT IH 10 C, E, R	CONSTRUCT 6 DIRECT CONNECTORS																									
<table><tr><th>Funding:</th><th>Federal</th><th>State</th><th>Local</th><th>Total</th></tr><tr><td>10-MISC</td><td>\$4,000,000</td><td>\$1,000,000</td><td>\$0</td><td>\$5,000,000</td></tr><tr><td>ROW-UTIL-TOLL</td><td>\$0</td><td>\$0</td><td>\$15,356,110</td><td>\$15,356,110</td></tr><tr><td>TOLL</td><td>\$0</td><td>\$0</td><td>\$53,310,000</td><td>\$53,310,000</td></tr><tr><td>Project Totals:</td><td>\$4,000,000</td><td>\$1,000,000</td><td>\$68,666,110</td><td>\$73,666,110</td></tr></table>			Funding:	Federal	State	Local	Total	10-MISC	\$4,000,000	\$1,000,000	\$0	\$5,000,000	ROW-UTIL-TOLL	\$0	\$0	\$15,356,110	\$15,356,110	TOLL	\$0	\$0	\$53,310,000	\$53,310,000	Project Totals:	\$4,000,000	\$1,000,000	\$68,666,110	\$73,666,110
Funding:	Federal	State	Local	Total																							
10-MISC	\$4,000,000	\$1,000,000	\$0	\$5,000,000																							
ROW-UTIL-TOLL	\$0	\$0	\$15,356,110	\$15,356,110																							
TOLL	\$0	\$0	\$53,310,000	\$53,310,000																							
Project Totals:	\$4,000,000	\$1,000,000	\$68,666,110	\$73,666,110																							
HARRIS 144 8139-12-003 09/01/2009	TXDOT HOUSTON DISTRICT T C JESTER BLVD W W OF GULF BANK VICTORY DR C, E, R	CONSTRUCT 4-LN DIVIDED (RAISED MEDIAN) URBAN STREET FACILITY ON NEW LOCATION (PASS)																									
<table><tr><th>Funding:</th><th>Federal</th><th>State</th><th>Local</th><th>Total</th></tr><tr><td>2-METRO-TMA</td><td>\$4,320,000</td><td>\$1,080,000</td><td>\$0</td><td>\$5,400,000</td></tr><tr><td>LOCAL</td><td>\$0</td><td>\$0</td><td>\$8,100,000</td><td>\$8,100,000</td></tr><tr><td>ROW-UTIL</td><td>\$0</td><td>\$1,000</td><td>\$0</td><td>\$1,000</td></tr><tr><td>Project Totals:</td><td>\$4,320,000</td><td>\$1,081,000</td><td>\$8,100,000</td><td>\$13,501,000</td></tr></table>			Funding:	Federal	State	Local	Total	2-METRO-TMA	\$4,320,000	\$1,080,000	\$0	\$5,400,000	LOCAL	\$0	\$0	\$8,100,000	\$8,100,000	ROW-UTIL	\$0	\$1,000	\$0	\$1,000	Project Totals:	\$4,320,000	\$1,081,000	\$8,100,000	\$13,501,000
Funding:	Federal	State	Local	Total																							
2-METRO-TMA	\$4,320,000	\$1,080,000	\$0	\$5,400,000																							
LOCAL	\$0	\$0	\$8,100,000	\$8,100,000																							
ROW-UTIL	\$0	\$1,000	\$0	\$1,000																							
Project Totals:	\$4,320,000	\$1,081,000	\$8,100,000	\$13,501,000																							
HARRIS 7068 0912-71-701 11/01/2009	HARRIS COUNTY TERRY HERSHEY PARK TRAIL AT TERRY HERSHEY PARK IN HOUSTON C, E, R	CONSTRUCT BIKE/PEDESTRIAN TIE-IN AT TERRY HERSHEY PARK IN HOUSTON																									
<table><tr><th>Funding:</th><th>Federal</th><th>State</th><th>Local</th><th>Total</th></tr><tr><td>5-CMAQ</td><td>\$926,100</td><td>\$231,525</td><td>\$0</td><td>\$1,157,625</td></tr><tr><td>9-STP-ENH</td><td>\$1,004,502</td><td>\$0</td><td>\$0</td><td>\$1,004,502</td></tr><tr><td>LOCAL</td><td>\$0</td><td>\$0</td><td>\$93,501</td><td>\$93,501</td></tr><tr><td>Project Totals:</td><td>\$1,930,602</td><td>\$231,525</td><td>\$93,501</td><td>\$2,255,628</td></tr></table>			Funding:	Federal	State	Local	Total	5-CMAQ	\$926,100	\$231,525	\$0	\$1,157,625	9-STP-ENH	\$1,004,502	\$0	\$0	\$1,004,502	LOCAL	\$0	\$0	\$93,501	\$93,501	Project Totals:	\$1,930,602	\$231,525	\$93,501	\$2,255,628
Funding:	Federal	State	Local	Total																							
5-CMAQ	\$926,100	\$231,525	\$0	\$1,157,625																							
9-STP-ENH	\$1,004,502	\$0	\$0	\$1,004,502																							
LOCAL	\$0	\$0	\$93,501	\$93,501																							
Project Totals:	\$1,930,602	\$231,525	\$93,501	\$2,255,628																							
FORT BEND 7803 0912-34-144 40 09/01/2009	FORT BEND COUNTY TRAMMEL FRESNO RD FORT BEND PARKWAY FM 521 C, E, R	WIDEN FROM 2-LANE TO 4-LANE RURAL ROADWAY																									
<table><tr><th>Funding:</th><th>Federal</th><th>State</th><th>Local</th><th>Total</th></tr><tr><td>7-STP-MM</td><td>\$7,455,105</td><td>\$0</td><td>\$11,732,529</td><td>\$19,187,634</td></tr><tr><td>Project Totals:</td><td>\$7,455,105</td><td>\$0</td><td>\$11,732,529</td><td>\$19,187,634</td></tr></table>			Funding:	Federal	State	Local	Total	7-STP-MM	\$7,455,105	\$0	\$11,732,529	\$19,187,634	Project Totals:	\$7,455,105	\$0	\$11,732,529	\$19,187,634										
Funding:	Federal	State	Local	Total																							
7-STP-MM	\$7,455,105	\$0	\$11,732,529	\$19,187,634																							
Project Totals:	\$7,455,105	\$0	\$11,732,529	\$19,187,634																							