

**GRAND PARKWAY (SH 99) SEGMENT F-1
FRONTAGE ROAD AGREEMENT
BETWEEN CUMBERLAND RIDGE DRIVE AND SCHIEL ROAD**

THIS LOCAL FRONTAGE ROAD AGREEMENT (this “Agreement”) is made by and among the Texas Department of Transportation (“**TxDOT**”), and the Grand Parkway Transportation Corporation (“**GPTC**”), a non-member, non-stock, non-profit corporation created pursuant to Chapter 431, Texas Transportation Code, by the Texas Transportation Commission, and Harris County, Texas (the “**County**”), effective on the date on which all signatories have signed (that date being the “**Effective Date**”). TxDOT, GPTC, and the County are each referred to as a “**Party**” and collectively, as “**Parties**”.

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 TxDOT 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WHEREAS, on June 20, 2011, the Harris County Commissioners Court rescinded its September 15, 2009, action to exercise Harris County’s option, effectively choosing not to exercise its option, and providing for the reversion to TxDOT of the right to develop, finance, construct and operate the portion of the Grand Parkway in Harris County. In Minute Order 112725, the Commission approved TxDOT’s determination to exercise its option to develop, finance, construct, and operate the portion of the Grand Parkway in Harris County; and

WHEREAS, in Minute Order 113046, dated March 29, 2012, the Commission adopted a resolution creating the Grand Parkway Transportation Corporation pursuant to Title 43, Texas Administrative Code, §15.95, approving its certificate of formation and bylaws and appointing the initial directors. The Commission adopted 43 TAC §15.95 to establish procedures applicable to toll project corporations created under Transportation Code, Chapter 431 (“Chapter 431”), in entering into contracts with or on behalf of the Commission in connection with the funding and development of toll projects; and

WHEREAS, in Minute Order 113279, dated September 27, 2012, the Commission delegated to GPTC all authority to develop, design, construct, expand, finance, operate and maintain the portion of Segment D of the Grand Parkway in Harris County and Segments E, F-1, F-2 and G in Harris and Montgomery counties (as amended by the Commission from time to time, the “System Segments”) and GPTC has accepted such delegation by establishing a toll revenue system composed of the System Segments and other segments (the “Grand Parkway System”), as recognized by the Commission in Minute Order 113399 dated December 13, 2012, by establishing tolls on the Grand Parkway System in accordance with the Market Valuation Waiver Agreement (as defined below) and assigning the revenue from the operation of the Grand Parkway System as a toll highway to GPTC and through the issuance of GPTC’s toll revenue

bonds to finance the capital costs of the Grand Parkway System; and

WHEREAS, in Minute Order 113279, the Commission ordered GPTC to perform any function authorized by Subchapters A-C of Chapter 431 and perform any function not specified by Chapter 431, but necessary to develop, finance, refinance, design, construct, reconstruct, expand, toll, operate and/or maintain the Grand Parkway, including the issuance of one or more series of public securities; collecting and enforcing tolls or causing such; execution of any agreements with the department or any other parties necessary in connection with the plan of finance for Grand Parkway or other matters related to the tolling, and other agreements and loans with TxDOT and any other matters related thereto; and

WHEREAS, the System Segments have been constructed at the expense of GPTC in accordance with applicable laws and that certain Market Valuation Waiver Agreement relating to the Grand Parkway entered into in 2009 by the seven counties in the Houston area traversed by the Grand Parkway and TxDOT (the "Market Valuation Waiver Agreement"); and

WHEREAS, GPTC adopted a Frontage Road Policy (the "Policy") as of November 16, 2015, which Policy requires that each request for additional frontage roads within the Grand Parkway System right-of-way be presented to and approved by the Board of Directors of GPTC in accordance with the terms and requirements of the Policy; and

WHEREAS, by a resolution adopted on March 11, 2022, the GPTC Board of Directors approved the construction of the frontage roads called for in this agreement; and

WHEREAS, Segment F-1 of the Grand Parkway System was constructed as a four-lane tollway with capacity to expand to a six-lane tollway between Cumberland Ridge Drive and Schiel Road, located in Harris County, Texas; and

WHEREAS, the County desires to design and construct, or cause at its expense to have designed and constructed by TxDOT through its Houston District, an extension of the northbound and southbound Grand Parkway frontage roads to make them continuous between Cumberland Ridge Drive and Schiel Road, all as shown on Attachment "A" (the "Project"); and

WHEREAS, TxDOT, through its Houston District, has expressed its willingness to maintain the Project from available appropriated funds not reimbursable from Grand Parkway revenues on terms and conditions set forth in this Agreement; and

WHEREAS, Harris County Commissioner's Court has approved entering into this Agreement by resolution or order dated _____, 2022, a copy of which is attached to and made a part of this Agreement as Attachment "B".

WHEREAS, CDM Smith, GPTC's traffic and revenue consultant, has reviewed the revenue impact of the proposed Project on the Grand Parkway System and has certified that the Project will not negatively impact revenues derived from the Grand Parkway System.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective on the Effective Date, and shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Construction Work

The Project includes extending the SH 99 northbound and southbound frontage roads to make the frontage continuous between Cumberland Ridge Drive and Schiel Road as shown on Attachment "A".

- A. The County will select and contract with the firms to design and construct the Project, will manage the design and construction, and will pay all costs for the design and construction. The County will, at its cost, provide to TxDOT and GPTC for their use in connection with the operation and maintenance of the Project all plans, drawings, schematics, documents, materials, and other work product prepared by the design firms and the construction firms selected for the Project.
- B. Upon completion of construction, the Project will be owned by TxDOT.
- C. The County will provide for all necessary construction access, right of way, utility adjustments, and environmental documentation needed for performance of any work related to the Project on sites not owned or to be acquired by TxDOT.
- D. GPTC will authorize the performance of only those Project items of work which the County has requested in writing and agreed to pay for, at no cost to GPTC, as described in the Project Budget, which is attached to and made a part of this Agreement as Attachment "C".
- E. The County, TxDOT, and GPTC, and their authorized representatives, will all have access to the Project site as needed to perform their obligations under this Agreement.
- F. GPTC, through the Houston District of TxDOT, reserves the right to independently inspect all work performed in connection with the Project and provide such engineering inspection and testing services as may be advantageous to ensure the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work remain the responsibility of the County and will be coordinated with GPTC.

3. Construction Responsibilities

- A. The County shall advertise for construction bids, issue bid proposals, receive and tabulate the bids using its approved contract letting and award procedures, 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. Project plans and specifications for improvements on the state highway system must be approved by TxDOT prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the County shall request and obtain written authorization to commence construction of the Project from TxDOT. The County will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the

construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by TxDOT prior to execution by the County.

- B. Upon completion of the Project, the County will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to TxDOT prior to TxDOT's final acceptance of the improvements.
- C. Prior to TxDOT's acceptance of the improvements on the state highway system, the County shall furnish to TxDOT written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

4. Responsibility for Operation and Maintenance

Upon completion of the Project, TxDOT and the County will be responsible for the maintenance as specified in Attachment "D" which is attached to and made a part of this Agreement.

5. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Local On-System Improvement Project Budget (Attachment C), which is attached to and made a part of this Agreement. The estimated funds from the County are shown in Attachment C. Neither TxDOT nor GPTC will pay for Project costs performed by or managed by the County under 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 County shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The County shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the County on Attachment C. The County shall also be responsible for direct and indirect costs incurred by TxDOT or GPTC related to performance of the Project if so indicated on Attachment C. If TxDOT determines that the on-system improvements are of significant operational benefit to the State, TxDOT and GPTC may waive its indirect costs. Any waiver of indirect costs shall be indicated on Attachment C by showing TxDOT as responsible for these costs. When the County is responsible for TxDOT's or GPTC's direct or indirect costs, the amount indicated on Attachment C is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by TxDOT, the County shall pay to TxDOT the amount of direct and indirect TxDOT/GPTC costs specified in Attachment C.
- E. Whenever funds are paid by the County to TxDOT under this Agreement, the County 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 Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The County will begin construction on the Project within eighteen (18) months after execution of the Agreement.

- G. The County will complete construction and receive TxDOT's acceptance of the project within twenty-four (24) months after the date TxDOT authorizes in writing for the County to commence construction of the Project.
- H. 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 C will clearly state the amount of the fixed price or the incremental payment schedule.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this contract 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.

If the County chooses not to or fails to complete the work once construction on the Project commences, TxDOT and/or GPTC may terminate this Agreement in accordance with paragraph 10. below. TxDOT may address unfinished construction work as it determines necessary to protect the interests of TxDOT and GPTC, which includes returning the Project area to its original condition or completing the work using TxDOT forces or contractors. The County shall pay all costs incurred by TxDOT and GPTC under this provision.

6. Utilities

The County 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 TxDOT or GPTC of a delay resulting from the County's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The County will not be reimbursed with federal or state funds for the cost of required utility work. The County must obtain advance approval for any variance from established procedures. Before a construction contract is let, the County shall provide, at TxDOT or GPTC's request, a certification stating that the County has completed the adjustment of all utilities that must be adjusted before construction is completed.

7. 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. GPTC's Grand Parkway System is a financial-aid project.

- A. The County is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The County is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The County 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 County is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.

- E. Before the advertisement for bids, the County shall provide to TxDOT written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Architectural and Engineering Services

The County 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. The Project design shall, at a minimum conform to applicable State manuals.

TxDOT shall review the plans, specifications, and estimates provided by the County upon completion or at any time deemed necessary by TxDOT. Should TxDOT determine that the complete plans, specifications, and estimates for the Project are not acceptable, the County shall correct the design documents to TxDOT's satisfaction. Should additional specifications or data be required by TxDOT, the County shall redesign the plans and specifications to TxDOT's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the County.

9. Right of Way and Real Property

- A. Right of way and real property acquisition required for the Project, if any, shall be the responsibility of the County. Title to right of way and other related real property must be acceptable to TxDOT and GPTC before funds may be expended for the improvement of the right of way or real property. Title to any property acquired by the County for the Project shall either be in the name of TxDOT or shall be transferred to TxDOT promptly after acquisition by the County.
- B. As long as the County is the owner of any part of the Project site under this Agreement, the County shall permit TxDOT or its authorized representative access to occupy the site to perform all activities required to perform its obligations under this Agreement.
- C. The County 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 County, 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 TxDOT and GPTC and their representatives for review and inspection.
- D. The County shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the County to the real property required for development of the Project. The evidence of title or rights shall be acceptable to TxDOT and GPTC, and be free and clear of all encroachments. The County shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The County shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the County after the date of GPTC/TxDOT's authorization, the County will provide all documentation to TxDOT regarding fair market value of the acquired property. The County shall prepare real property maps, property

descriptions, and other data as needed to properly describe the real property and submit them to TxDOT for approval prior to the County acquiring the real property. Tracings of the maps shall be retained by the County for a permanent record.

- F. The County agrees to make a determination of property values for each real property parcel by methods acceptable to TxDOT and to submit to TxDOT tabulation of the values so determined, signed by the appropriate County representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values.

10. 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 County 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 County agrees to reimburse TxDOT, to the extent allowed by law, for its reasonable actual costs advanced or incurred during the Project, including indirect costs. Amounts due to TxDOT under this Section 10.C. shall be paid by the County by check or warrant made payable to the Texas Department of Transportation Trust Fund; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged, in which case GPTC and TxDOT may in their joint discretion terminate this Agreement.

11. Remedies

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

12. 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.

13. Notices

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

| | | |
|---|--|--|
| The County: Executive Director Harris County Toll Road Authority 7701 Wilshire Place Drive Houston, Texas 77040 | TxDOT: District Engineer Texas Department of Transportation PO Box 1386 Houston, Texas 77251 | GPTC: President Grand Parkway Transportation Corporation 125 E. 11 th Street Austin, Texas 78701-2483 With copy to: Division Director Project Finance and Debt Management 125 E 11th Street Austin, Texas 78701-2483 |
|---|--|--|

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Each party may change its above address by sending written notice of the change to the other parties. Each 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 parties.

14. 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 constructed as if it did not contain the invalid, illegal, or unenforceable provision.

15. Responsibilities of the Parties

TxDOT, the County and GPTC agree that no party is an agent, servant, or employee of the other parties 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, except as provided herein with respect to the delegation by GPTC to the TxDOT Houston District Engineer.

16. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by TxDOT shall remain the property of TxDOT and all documents prepared by GPTC shall remain the property of GPTC. All documents and data prepared under this Agreement by the County shall be delivered to TxDOT and GPTC without restriction or limitation on their further use. All documents and data produced or approved or otherwise created by the County shall be delivered to TxDOT and GPTC at design milestones as required by TxDOT and GPTC. The originals shall remain the property of the County. At the request of TxDOT and GPTC, the County shall submit any information required by TxDOT and GPTC in the format directed by TxDOT.

17. 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 County shall furnish TxDOT and GPTC with satisfactory proof of this compliance.

18. Sole Agreement

This Agreement constitutes the sole and only agreement among the Parties and supersedes any prior understandings or written or oral agreements between two or more of the Parties respecting the subject matter of this Agreement.

19. 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.

20. Procurement and Property Management Standards

With regard to the Project, 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.

21. 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 TxDOT, the County, GPTC and [if federally funded], the 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, TxDOT, the County, GPTC 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.

22. 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).

23. Civil Rights Compliance

The County shall comply with the regulations of the United States Department of Transportation

as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), 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).

24. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the County certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by TxDOT or GPTC, to furnish a copy of the certification.

25. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's 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 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 County 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 shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. 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.

26. Insurance

If this Agreement authorizes the County or its contractor to perform any work on TxDOT right of way, before beginning work the entity performing the work shall provide TxDOT and GPTC with a fully executed copy of TxDOT'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 the Project. This coverage shall be maintained until all work on the Project is complete. If coverage is not maintained, all work on Project shall cease immediately, and TxDOT and/or GPTC may recover damages and all costs of completing the work.

27. Responsibilities of the Parties

TxDOT and GPTC on the one hand and the Local Government on the other hand 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.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The County agrees that it shall:
 1. Obtain and provide to TxDOT a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM>
 2. Obtain and provide to TxDOT a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to TxDOT if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. 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 TxDOT, the County and GPTC. Accordingly, by execution of this Agreement, the Original Agreement is deemed to be completely amended, restated, replaced and superseded by the terms of this Agreement.

HARRIS COUNTY, TEXAS

Signature

Lina Hidalgo

Typed or Printed Name

Harris County Judge

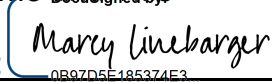
Title

Date

APPROVED AS TO FORM:

Christian Menefee, Harris County Attorney

Name and Title

By: 

Signature

Marcy Linebarger, Assistant County Attorney

Name and Title
3/24/2022

Date

TEXAS DEPARTMENT OF TRANSPORTATION

Marc D. Williams, P.E.

Date

GRAND PARKWAY TRANSPORTATION CORPORATION

Stephen Stewart, CPA

President

Date

ATTACHMENT A
PROJECT LOCATION



**ATTACHMENT B
RESOLUTION OR ORDER**

**ORDER OF COMMISSIONERS COURT
Authorizing an Agreement with the State of Texas and the Grand Parkway
Transportation Corporation**

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING AN AGREEMENT WITH THE STATE OF TEXAS,
ACTING BY THE THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION
AND THE GRAND PARKWAY TRANSPORTATION CORPORATION (GPTC) FOR DESIGN,
CONSTRUCTION, MAINTENANCE AND FUNDING OF AN EXTENSION OF
THE NORTHBOUND AND SOUTHBOUND GRAND PARKWAY FRONTAGE ROADS
BETWEEN SCHIEL ROAD AND CUMBERLAND RIDGE DRIVE**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

| | Yes | No | Abstain |
|---------------------------|--------------------------|--------------------------|--------------------------|
| Judge Lina Hidalgo | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Rodney Ellis | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Adrian Garcia | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Tom S. Ramsey, P.E. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. R. Jack Cagle | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an agreement with the State of Texas, acting by the through the Texas Department of Transportation and the Grand Parkway Transportation Corporation (GPTC) for design, construction, maintenance and funding of an extension of the northbound and southbound Grand Parkway frontage roads between Schiel Road and Cumberland Ridge Drive. The Agreement is incorporated by reference and made a part of this Order for all intents and purposes as though set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

ATTACHMENT C PROJECT BUDGET

With the exception of Direct and Indirect TxDOT Costs, the County will be responsible for 100% of the costs, including overruns.

| Description | Total Estimated Cost | Federal Participation | | State Participation | | Local Participation | |
|-------------------------------------|----------------------------|--------------------------|------|---------------------|-----------|---------------------|-------------|
| | | % | Cost | % | Cost | % | Cost |
| Construction (by County) | \$3,664,294 | 0% | \$0 | 0% | \$0 | 100% | \$3,664,294 |
| Subtotal | \$3,664,294 | | \$0 | | \$0 | | \$3,664,294 |
| Environmental Direct TxDOT Costs | \$10,000 | 0% | \$0 | 100% | \$10,000 | 0% | \$0 |
| Right of Way Direct TxDOT Costs | \$5,000 | 0% | \$0 | 100% | \$5,000 | 0% | \$0 |
| Engineering Direct TxDOT Costs | \$40,000 | 0% | \$0 | 100% | \$40,000 | 0% | \$0 |
| Utility Direct TxDOT Costs | \$5,000 | 0% | \$0 | 100% | \$5,000 | 0% | \$0 |
| Construction Direct TxDOT Costs | \$75,000 | 0% | \$0 | 100% | \$75,000 | 0% | \$0 |
| Indirect TxDOT Costs | \$6,102 | 0% | \$0 | 100% | \$6,102 | 0% | \$0 |
| TOTAL | \$3,805,396 | | \$0 | | \$141,102 | | \$3,664,294 |

Initial payment by the County to TxDOT: \$0.

Payment by the County to TxDOT before construction: \$0.

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

ATTACHMENT D
MAINTENANCE LIMIT

