



STATEMENT OF COST

Entity: Harris County Flood Control

Date: July 19, 2022

Project	Preliminary Engineering/ CONSTF-LGPT	Construction	Construction Engineering	Sponsor Reimbursement/ CNSTF-LGPR	Total
NH 10802 (603) 0271-06-120	\$933,547.17	\$2,411,610.14	\$54,785.98	\$0.00	\$3,399,943.29

% Participation

Preliminary Engineering Portion Funded by Entity (100% of) ***	0%	\$0.00
Construction Portion Funded by Entity 100% Non-Part CO #2 *	100%	\$511,084.65
Construction Engineering Portion Funded by Entity () **	0%	\$0.00
Preliminary Engineering Portion Funded by Entity 100%	0%	\$0.00
Construction Portion Funded by Entity (100% Items - Change Orders(CO) #)	0%	\$0.00
Construction Portion Funded by Entity (100% Local - CONSTF-LGPR)	0%	\$0.00
Construction Engineering Portion Funded by Entity (100% Items - CO # & Fed Non-Part)	0%	\$0.00

Adjustment

Total Amount Chargeable To Entity \$511,084.65

Advanced Cash Payments \$398,911.00

Less: Amount Chargeable \$511,084.65

Total Amount Due From Local Entity (\$112,173.65)

Certified Correct:

Adam C. Galland, P.E. (713) 802-5481
Director of Construction Date

CSJ: 0271-06-120: IH10 at Mason Creek-Additional Channel Lining and Erosion Repairs

CONSTRUCTION

\$2,411,610.14	Total Construction Cost
-\$190,052.55	10% State Funding
-\$1,710,472.94	90% Federal Funding
\$0.00	
* \$511,084.65	

Construction Engineering

\$54,785.98	Total CE Costs
-\$5,478.60	10% State Funding
-\$49,307.38	90% Federal Funding
** \$0.00	

Preliminary Engineering/CONSTF-LGPT

\$933,547.17	Total PE Costs
-\$933,547.17	100% State Funding
\$0.00	PE - 100% Local
*** \$0.00	

CLERK OF COMMISSIONERS COURT

HCFCF Agreement No. 2018-86

CSJ #	0271-06-120
District #	12 - Houston
Code Chart 64 #	61215
Project Name	IH10 at Mason Creek – Additional Channel Lining and Erosion Repairs

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT PROJECTS
WITH NO REQUIRED MATCH
ON-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and Harris County Flood Control District (HCFCF), acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

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

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115005** authorizing the State to undertake and complete a highway improvement generally described as erosion repair and channel protection on IH 10 at Mason Creek; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **additional channel lining and erosion repairs on Mason Creek at IH 10** (Project); and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

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

CSJ #	0271-06-120
District #	12 - Houston
Code Chart 64 #	61215
Project Name	IH10 at Mason Creek – Additional Channel Lining and Erosion Repairs

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 full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A), which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. Within thirty (30) days of execution of this Agreement, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. 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.
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. 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

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and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

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10. 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.

11. Project Maintenance

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

12. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. 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 or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

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Local Government:	State:
Harris County Flood Control District ATTN: Executive Director 9900 Northwest Freeway Houston, TX 77092	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that 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.

14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

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

18. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Quincy D. Allen
Signature

Lina Hidalgo
Signature

Quincy D. Allen, P.E.
Typed or Printed Name

Lina Hidalgo
Typed or Printed Name

Houston District Engineer
Typed or Printed Title

Harris County Judge
Typed or Printed Title

3/28/2019
Date

MAR 26 2019
Date

APPROVED AS TO FORM:

Vince Ryan
County Attorney

By: *Laura Fiorentino Cahill*
Laura Fiorentino Cahill
Senior Assistant County Attorney

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ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

Work Responsibilities

The Local Government has requested the State to include additional channel lining and erosion repairs on IH 10 at Mason Creek.

The scope of the Project will include, but not be limited to:

- Removal and Disposal of existing failed concrete channel lining
- Removal and stockpile of existing concrete riprap located in Mason Creek, for reuse
- Installation of fill material needed to re-establish eroded earthen banks
- Installation of concrete channel lining
- Installation of stockpiled concrete riprap, and new concrete riprap
- Grading of earthen slopes along the banks of Mason Creek
- Associated work items (overhead work), such as fertilizing, clearing and grubbing

The Local Government shall provide construction plans sealed by a Texas Professional Engineer, and permit determination for the repairs needed to the Local Government's property interests adjoining the State's construction project.

The State shall review the Local Government's construction plans, and the State's construction contractor shall complete the Project as specified in the construction plans. Any change orders associated with this Project must be approved by both the State and the Local Government prior to the commencement of the change order.

The Local Government, in coordination with the State, shall be allowed on the Project site during construction and shall be allowed to attend project meetings, including, but not limited to, preconstruction, progress meetings, substantial completion inspections and warranty inspections.

Upon completion of the Project, the State will provide the Local Government as-built drawings of the Project.

Payment Provision

The Local Government shall remit payment in the amount of \$398,911.00 to the State within thirty (30) days of execution of this Agreement. This is only an estimate, and the final participation amounts will be based on actual charges to the project. The Local Government shall be responsible for 100% of the costs of the additional channel lining and erosion repairs, including any overruns.

Presented to Commissioners Court

THE STATE OF TEXAS §
COUNTY OF HARRIS §

MAR 26 2019
APPROVE ELG
Recorded Vol _____ Page _____

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on MAR 26 2019, with the following members present, to-wit:

Lina Hidalgo
Rodney Ellis
Adrian Garcia
Steve Radack
R. Jack Cagle

County Judge
Commissioner, Precinct No. 1
Commissioner, Precinct No. 2
Commissioner, Precinct No. 3
Commissioner, Precinct No. 4

and the following members absent, to-wit: none, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF ADVANCE FUNDING AGREEMENT

Commissioner Ellis introduced an order and made a motion that the same be adopted. Commissioner A. Garcia 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
AYES:	Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Steve Radack	<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 thus adopted follows:

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

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 115005 authorizing the State to undertake and complete a highway improvement generally described as erosion repair and channel protection on IH 10 at Mason Creek; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as additional channel lining and erosion repairs on Mason Creek at IH 10 (T101-00-00-X046); and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

- Section 1: The recitals set forth in this order are true and correct.
- Section 2: Exemption from the County Purchasing Act under Texas Local Government Code § 262.024(a)(4) is hereby granted.
- Section 3: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Agreement by and between the Harris County Flood Control District and Texas Department of Transportation, for a fee to be paid by the District of three hundred ninety-eight thousand, nine hundred eleven dollars and 00/100 (\$398,911.00), said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

