

**FUNDING AGREEMENT FOR  
WEST BELT IMPROVEMENTS  
PRELIMINARY ENGINEERING AND NEPA COMPLIANCE**

① 75127  
2013-0009

**THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §**

**THIS FUNDING AGREEMENT FOR WEST BELT GRADE CROSSING SAFETY IMPROVEMENTS PRELIMINARY ENGINEERING AND ENVIRONMENTAL COMPLIANCE** ("Agreement") is made pursuant to the Interlocal Cooperation Act (Tex. Gov't Code, ch. 791) on the countersignature date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas home-rule city, and the **GULF COAST RAIL DISTRICT** ("District"), a rail district created under Chapter 171 of the Texas Transportation Code.

**RECITALS:**

1. The District, under an agreement with the Texas Department of Transportation (TxDOT), will receive \$5,000,000.00 under the Surface Transportation Program-Metropolitan Mobility (STP-MM) for West Belt grade crossing improvements preliminary engineering and National Environmental Policy Act (NEPA) compliance within the boundaries of the City. The District will match the Federal funds with \$1,250,000.
2. The TxDOT and District funds are for improvements to eliminate 12 at-grade crossings at the Houston Belt & Terminal Railroad's West Belt Subdivision between Cullen Blvd and railroad tower 26 near Lyons Avenue. Eliminating the at-grade crossings will improve vehicular traffic flow, air quality, and reduce grade crossing accidents, noise, emissions and fuel consumption. The 12 existing at-grade crossings are located on West St, Lyons St, Nance St, Runnels St, Commerce St, Hutchins St, Sampson St, York St, Mckinney St, Milby St, Leeland St, and Cullen Blvd.
3. The City desires to participate in managing the design of the at-grade crossing improvements in the City right of way ("Project") in return for the District's reimbursement of costs for a full time Public Works & Engineering Supervising Engineer for this Project. The City will not be responsible for any costs to design the Project.

NOW, THEREFORE, the parties agree as follows:

**TERMS:**

1. The City shall be a contractor with full responsibility for management of the Project's design, under the District's agreement with TxDOT. Funding is contingent on the

District's agreement with TxDOT. The District's agreement with the TxDOT is incorporated into this Agreement as Exhibit A.

2. The District shall reimburse the City for the actual costs of a full time Supervising Engineer for this Project. The City's estimated expenses are incorporated into this Agreement as Exhibit B.

3. The City may suspend its performance under this Agreement if funding does not exist for completion of design and environmental clearance.

- a. The total estimated cost of the Project is shown in the Project Budget – Exhibit C, which is attached to and made a part of this agreement. The expected cash contributions from the Gulf Coast Rail District, Houston Belt & Terminal Railways (HBT), or other parties is shown in Exhibit C. The GCRD will pay for only those project costs that have been approved by TxDOT in this Agreement's Exhibit C, as amended.
- b. The District will be responsible for securing the TxDOT and HBT funding required for the development of the local Project. If the City is due funds for actual expenses incurred, these funds will be reimbursed to the City on a cost basis.
- c. To the extent permitted by law, the City will be responsible for any overruns in excess of the City's estimated expenses, shown in Exhibit B, unless otherwise provided for in this Agreement or in an amendment to this Agreement.
- d. Prior to their execution, the District will be given the opportunity to review and approve contract change orders, changes in budget or personnel, and any such items that shall affect the project or the cost.

4. The City shall ensure that the performance rendered under this Agreement shall result in compliance with all terms and provisions of Exhibit A as if the performance rendered was by the District. The City shall manage the design of the Project in a manner consistent with the City's standard procedures and practices for designing other, similar, City-managed or City-owned public works projects funded with federal transportation dollars. All state and federal requirements will apply.

5. The City shall conduct all activities under this Agreement in accord with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Agreement. The Scope of Work for the Project is incorporated into this Agreement as Exhibit D.

6. The City or the District may terminate this Agreement, without cause, at any time prior to the award of a construction contract for the Project, by written notice to the other party. After termination, neither party shall have any further obligations hereunder, except the District shall reimburse the City allowable costs incurred by the City in furtherance of this Agreement.

7. The City is not appropriating funds under this Agreement. GCRD recognizes that, under its Charter, the City may not obligate itself by contract to pay more money than the amount the City Council appropriates, and further recognizes that the City Council has

appropriated and allocated \$0.00 to pay for services under this Agreement. Unless the City Council makes further appropriations for this Agreement, the City's obligation under this Agreement must not exceed \$0.00.

8. All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, e-mail, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out below or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

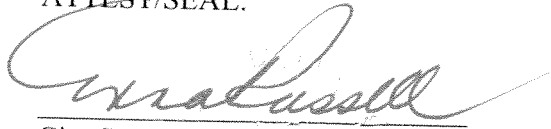
City: City of Houston, Public Works and Engineering Department  
P.O. Box 1562  
Houston, Texas 77251-1562  
Attn.: Deputy Director, Engineering and Construction Division

District: Gulf Coast Rail District  
6922 Katy Road, Suite 303  
Houston, Texas 77024  
Attn.: Maureen Crocker

9. This Agreement contains the entire understanding between the parties. Any modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the parties.



The parties have executed this Agreement in duplicate copies, each having equal force and effect of an original.

ATTEST/SEAL:

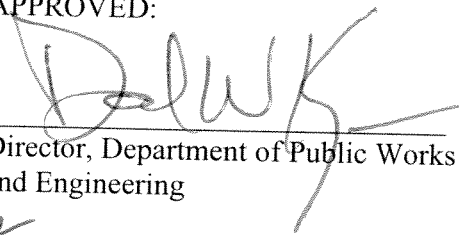
  
City Secretary

CITY

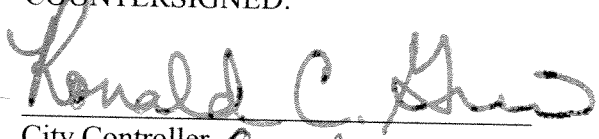

CITY OF HOUSTON

By   
Mayor 


APPROVED:

*CZ JK*  
  
Director, Department of Public Works  
and Engineering  
*PA*

COUNTERSIGNED:

  
City Controller 

APPROVED AS TO FORM:

  
Assistant City Attorney  
L.D. File No. 0521200029001

DATE COUNTERSIGNED:

1-9-13

ATTEST/SEAL:

\_\_\_\_\_  
Title: Secretary

DISTRICT

GULF COAST RAIL DISTRICT

By   
Title: Executive Director

**EXHIBIT A**  
**DISTRICT'S FUNDING AGREEMENT WITH TXDOT**

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

**NON-CONSTRUCTION  
ADVANCE FUNDING AGREEMENT  
for a  
SURFACE TRANSPORTATION PROGRAM – METROPOLITAN MOBILITY PROJECT**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), called the “State”, and Gulf Coast Rail District, acting by and through its duly authorized officials, called the “Local Government.”

**BACKGROUND**

Federal law establishes federally funded programs for transportation improvements to implement its public purposes, including the West Belt Subdivision program. Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and Federal funds. The Texas Transportation Commission passed Minute Order Number 113073, which provides for development of and funding for the Project identified in this agreement. The Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated August \_\_\_\_, 2012, which is attached to and made part of this agreement as Attachment A.

**NOW THEREFORE**, the State and the Local Government agree 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 close of ordinary business on December 15, 2015.

**2. Scope of Work**

The Scope of Work is the Project as detailed in Attachment B, which is attached to and made part of this agreement.

**3. Local Project Sources and Uses of Funds**

**A.** The total estimated cost of the Project is shown in Attachment C – Project Budget Estimate, which is attached and made part of this agreement. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally

obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** The State will be responsible for securing the Federal and State share of the funding required for the 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 and non-state participation costs associated with the Project, including any overruns in excess of the approved local Project budget. If 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.
- E.** The State will not pay interest on any funds provided by the Local Government.
- F.** The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- 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. These funds may only be applied to the Project. 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. After final Project accounting, if 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 with approval by appropriate personnel of the Local Government.

- H. If the Project has been approved for a fixed price or incremental payments under 43 TAC §15.52, Attachment C will clearly state the amount of the fixed price or the incremental payment schedule. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, Attachment C will reflect those adjustments.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

#### **4. Termination**

This agreement may be terminated:

- A. By mutual consent of the parties;
- B. By one party because of a material breach by the other party, in which case the breaching party shall pay any costs incurred because of the breach;
- C. By the State if the Local Government elects not to provide its share of funding, in which case the Local Government shall pay for the State's reasonable actual costs during the Project; or
- D. If the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

#### **5. Amendments**

Amendments to this agreement shall be in writing and shall be executed by both parties.

#### **6. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any default. All legal remedies may be pursued by either party and shall be cumulative.

#### **7. Notices**

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



CSJ # 0912-71-001  
 District # HOU - 12  
 Code Chart 64 # 61188  
 Project: West Belt Subdivision  
 Federal Highway Administration  
 CFDA #  
 Not Research and Development

<b>Local Government:</b>	<b>State:</b>
Executive Director	Director of Contract Services
Gulf Coast Rail District	Texas Department of Transportation
6922 Old Katy Road	125 E. 11 <sup>th</sup> Street
Houston, Texas 77024	Austin, Texas 78701

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

**8. Legal Construction**

If any provision in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement. In that case, this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**9. Responsibilities of the Parties**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

**10. 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 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.

**11. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from the State, the Local Government shall furnish the State with satisfactory proof of its compliance with this Article.

**12. Sole Agreement**

This agreement supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

### **13. 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.

### **14. Procurement and Property Management Standards**

The parties shall comply with the procurement standards established in 49 CFR §18.36 the property management standard established in 49 CFR §18.32.

### **15. Inspection of Books and Records**

The parties shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make those materials available to the State and the Local Government. If the agreement involves federal funds, the same materials shall be made available to the FHWA, the U.S. Office of the Inspector General, and their authorized representatives for review and inspection. Records shall be maintained for four (4) years from the termination of this agreement or until any related litigation or claims are resolved, whichever is later. Additionally, the State, the Local Government, 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.

### **16. Civil Rights Compliance**

The Local Government shall comply with the regulations of the U.S. Department of Transportation (DOT) as they relate to non-discrimination, 49 CFR Part 21 and 23 Part 200, and with Executive Order 11246, as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

### **17. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps

under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

#### **18. 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 Local Government certifies that it is 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 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 contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

#### **19. 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 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 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.

## 20. 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://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State 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.

## 21. Single Audit Report

- A. 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.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [http://www.txdot.gov/contact\\_us/audit.htm](http://www.txdot.gov/contact_us/audit.htm).
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We

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did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."

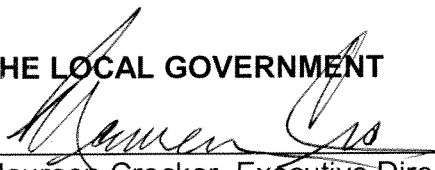
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**22. Signatory Warranty**

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

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

  
\_\_\_\_\_  
Maureen Crocker, Executive Director

10/9/12  
\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

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**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

*To be inserted when approved on the 14<sup>th</sup>.*

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## **ATTACHMENT B SCOPE OF WORK**

### **Project Facts:**

The Preliminary Engineering / Environmental Analysis for Urban Grade Separations project along the West Belt Subdivision is included in the FY 2011-2014 Transportation Improvement Plan (TIP), via TIP Amendment #35, which was approved by the Transportation Policy Council on October 28, 2011. The project is located in Harris County and is funded through Category 12 funding with an 80 percent federal share and a 20 percent local share. The total approved project budget in the TIP is \$6,250,000.00. The MPO's ID number is 15449 and the Gulf Coast Rail District is the sponsor of the project.

**Project Goal:** To advance the development of five grade separations along the West Belt Subdivision in Harris County as identified in the "West Belt Improvements Study" report completed in March 2012. The initial scope of the project is as described below. This scope may be expanded upon agreement of the parties to include final construction plans depending on the availability of funds.

### **Scope of the Project:**

#### **Task 1: Engineering Oversight and Support**

The City of Houston will assign one full time professional engineer to assist the Local Government in managing the development of the project.

The City of Houston will perform the following:

- Reviewing and coordinating all preliminary engineering to include but not limited to utility coordination, schematic layouts, and field surveys
- Reviewing and coordinating all environmental documents
- Oversight, coordination, and attendance of all public meetings/hearings
- Facilitating, negotiating and reviewing all consultant contract documents, invoices, and progress reports
- Managing and overseeing the consultant's project schedule and budget
- Identifying and reviewing potential design and construction issues or alternatives
- Reviewing the consultant work progress to ensure compliance with federal, state, and local design standards and procedures
- Coordinating and facilitating meetings between the design consultants and other agencies, including, but not limited to, State, federal, city, county, Houston-Galveston Area Council, and the Railroad.

The City of Houston will provide the Local Government with monthly invoices, which will include total billed to date, prior billing, and current total due. Invoices will also include a detailed billing sheet that includes total hours worked and rate charged within the identified service period along with appropriate documentation for actual expenses incurred and a progress report detailing work performed, problems encountered, and work tasks to be performed for the next service period. Marks up for expenses are not permitted.

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The overhead rates shall only be applicable to direct City salary costs. The City costs shall not exceed the budget established in Attachment C.

**Deliverables:**

Audited overhead rated  
Monthly progress reports  
Monthly invoices

**Task 2: Execution of Preliminary Engineering and NEPA**

The Gulf Coast Rail District will use its TxDOT pre-approved procedures to procure a consultant team to provide preliminary engineering and environmental documentation.

**Preliminary engineering/environmental assessment**

- Prepare 30% engineering documents; which include utility coordination, schematic layouts, field surveys, drainage studies, constructability assessment etc...
- Geotechnical report to include all five grade separations.
- Prepare environmental documents and studies as needed.
- Plan, coordinate, and execute public meetings/hearings
- Collect various types of data and providing cost/benefit analysis for various design alternatives for each railroad crossing
- Coordinate with Railroad Company and prepare railroad exhibits.
- Identify and prepare documents needed to address real estate issues to include maps, appraisals etc.
- Develop potential implementation schedules
- Develop preliminary estimates.
- Participate in meetings with various entities, including state, federal, city, county, MPO and the railroads.

**Deliverables:**

Project Management Plan  
Summary Report of all public and committee meeting activities, including: copies of agendas, minutes, materials presented/discussed, and if appropriate photographs.  
Interim Technical Memorandums, if applicable  
Approved environmental document for each of the five proposed grade separations  
Schematic and thirty percent plans for each of the five proposed grade separations  
Comprehensive Drainage Study  
Geotechnical Report  
Monthly Progress Reports  
Monthly Invoices



**EXHIBIT "B"**  
**CITY OF HOUSTON EXPENSES**  
**WEST BELT GRADE CROSSING IMPROVEMENTS**  
**(NEPA + PER )**

**1. Environmental Permitting / Assessment / Impact Statement (NEPA)**

Classification	Base Hourly Rate	Overhead Loaded Rate	Hours	Cost
(84% Overhead)				
Deputy Director	\$77.81	\$143.18	0	0.00
Senior Assistant Director	\$67.26	\$123.76	0	0.00
Assistant Director	\$59.04	\$108.63	0	0.00
Managing Engineer	\$56.40	\$103.78	0	0.00
Senior Staff Analyst	\$45.83	\$84.32	0	0.00
Supervising Engineer	\$48.80	\$89.79	2080	186,767.36
Engineer	\$40.63	\$74.75	0	0.00
Graduate Engineer	\$32.24	\$59.32	0	0.00
Administrative Assistant	\$24.61	\$45.29	0	0.00
Real Estate Manager	\$56.25	\$103.50	0	0.00
Real Estate Analyst	\$33.13	\$60.95	0	0.00
<b>Task Budget</b>			<b>2080</b>	<b>186,767.36</b>

**2. Preliminary Engineering Work + Final Design Tasks**

Classification	Base Hourly Rate	Overhead Loaded Rate	Hours	Cost
(84% Overhead)				
Deputy Director	\$77.81	\$143.18	0	0.00
Senior Assistant Director	\$67.26	\$123.76	0	0.00
Assistant Director	\$59.04	\$108.63	0	0.00
Managing Engineer	\$56.40	\$103.78	0	0.00
Senior Staff Analyst	\$45.83	\$84.32	0	0.00
Supervising Engineer	\$48.80	\$89.79	3560	319,659.52
Engineer	\$40.63	\$74.75	0	0.00
Graduate Engineer	\$32.24	\$59.32	0	0.00
Administrative Assistant	\$24.61	\$45.29	0	0.00
Real Estate Manager	\$56.25	\$103.50	0	0.00
Real Estate Analyst	\$33.13	\$60.95	0	0.00
<b>Task Budget</b>			<b>3560</b>	<b>319,659.52</b>

**TOTAL**

**\$506,426.88**

CSJ # 0912-71-001  
 District # HOU - 12  
 Code Chart 64 # 61188  
 Project: West Belt Subdivision  
 Federal Highway Administration  
 CFDA #  
 Not Research and Development

**ATTACHMENT C  
 PROJECT BUDGET ESTIMATE**

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Federal Participation	State Participation	Local Participation	Total
Task 1: Engineering Oversight	\$ 405,144.00	\$ -	\$ 101,286.00	\$ 506,430.00
Task 2: Grade Separations Environmental and Engineering	\$ 4,594,856.00		\$ 1,148,714.00	\$ 5,743,570.00
<b>SUBTOTAL</b>	<b>\$ 5,000,000.00</b>	<b>\$ -</b>	<b>\$ 1,250,000.00</b>	<b>\$ 6,250,000.00</b>
Direct State Costs (including plan review, inspection, and oversight)	\$ -	\$ 200,000.00	\$ -	\$ -
<b>TOTAL INCURRED COST</b>	<b>\$ 5,000,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ 1,250,000.00</b>	<b>\$ 6,250,000.00</b>
<b>TOTAL REIMBURSIBLE COST</b>	<b>\$ 5,000,000.00</b>			

Payment by the Local Government to the State \$1,250,000.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

**EXHIBIT C  
PROJECT BUDGET**

Description	Federal Participation	State Participation	Local Participation	Total
<b>Task 1: Engineering Oversight</b>	<b>\$ 488,180.00</b>	<b>\$ -</b>	<b>\$ 122,045.00</b>	<b>\$ 610,225.00</b>
1.A: PE/EA	\$ 298,827.20	\$ -	\$ 74,706.80	\$ 373,534.00
1.B: Final Design	\$ 189,352.80		\$ 47,338.20	\$ 236,691.00
<b>Task 2: Grade Separations Environmental and Engineering</b>	<b>\$ 4,511,820.00</b>		<b>\$ 1,127,955.00</b>	<b>\$ 5,639,775.00</b>
<b><u>SUBTOTAL</u></b>	<b><u>\$ 5,000,000.00</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 1,250,000.00</u></b>	<b><u>\$ 6,250,000.00</u></b>
Direct State Costs (including plan review, inspection, and oversight)	\$ -	\$ 200,000.00	\$ -	\$ -
<b><u>TOTAL INCURRED COST</u></b>	<b><u>\$ 5,000,000.00</u></b>	<b><u>\$ 200,000.00</u></b>	<b><u>\$ 1,250,000.00</u></b>	<b><u>\$ 6,250,000.00</u></b>
<b><u>TOTAL REIMBURSIBLE COST</u></b>	<b><u>\$ 5,000,000.00</u></b>			

Local Participation = \$1,250,000.00 (20%); State contributed Direct State Costs \$200,000.00

This is an estimate only. Final participation amounts, including Direct State Costs, will be based on actual charges to the project. Any project overruns in Direct State Costs will be the responsibility of the Local Government.

## **EXHIBIT D SCOPE OF WORK**

### **Project Facts:**

The Preliminary Engineering / Environmental Analysis for Urban Grade Separations project along the West Belt Subdivision is included in the FY 2011-2014 Transportation Improvement Plan (TIP), via TIP Amendment #35, which was approved by the Transportation Policy Council on October 28, 2011. The project is located in Harris County and is funded through Category 12 funding with an 80 percent federal share and a 20 percent local share. The total approved project budget in the TIP is \$6,250,000.00. The MPO's ID number is 15449 and the Gulf Coast Rail District is the sponsor of the project.

**Project Goal:** To advance the development of five grade separations along the West Belt Subdivision in Harris County as identified in the "West Belt Improvements Study" report completed in March 2012.

### **Scope of the Project:**

#### **Task 1: Engineering Oversight and Support**

The City of Houston will assign one full time professional engineer to assist the Local Government in managing the development of the project.

The City of Houston will perform the following:

- Reviewing and coordinating all preliminary engineering to include but not limited to utility coordination, schematic layouts, and field surveys
- Reviewing and coordinating all environmental documents
- Oversight, coordination, and attendance of all public meetings/hearings
- Facilitating, negotiating and reviewing all consultant contract documents, invoices, and progress reports
- Managing and overseeing the consultant's project schedule and budget
- Identifying and reviewing potential design and construction issues or alternatives
- Reviewing the consultant work progress to ensure compliance with federal, state, and local design standards and procedures
- Coordinating and facilitating meetings between the design consultants and other agencies, including, but not limited to, State, federal, city, county, Houston-Galveston Area Council, and the Railroad
- Reviewing and coordinating all necessary real estate procedures and paperwork
- Reviewing and coordinating all plans, specifications, and estimates (PS&E)
- Reviewing, coordinating, and facilitating bidding, advertisement and construction documents

The City of Houston will provide the Local Government with monthly invoices, which will include total billed to date, prior billing, and current total due. Invoices will also include a detailed billing sheet that includes total hours worked and rate charged within the identified service period along with appropriate documentation for actual expenses incurred and a progress report

detailing work performed, problems encountered, and work tasks to be performed for the next service period. Marks up for expenses are not permitted.

The overhead rates shall only be applicable to direct City salary costs.

**Deliverables:**

Audited overhead rated  
Monthly progress reports  
Monthly invoices

**Task 2: Execution of Preliminary Engineering and NEPA**

The Gulf Coast Rail District will use its TxDOT pre-approved procedures to procure a consultant team to provide preliminary engineering and environmental documentation.

The consultant will accomplish this in two phases.

**Phase 1: Preliminary engineering/environmental assessment**

- Prepare 30% engineering documents; which include utility coordination, schematic layouts, field surveys, etc...
- Prepare environmental documents, including environmental assessments and studies as needed.
- Plan, coordinate, and execute public meetings/hearings
- Collecting various types of data and providing cost/benefit analysis for various design alternatives for each railroad crossing
- Identifying and executing environmental clearance issues
- Identifying and preparing documents needed to address real estate issues
- Developing potential implementation schedules
- Participating in meetings between the design consultants and other agencies, including state, federal, city, county, MPO and the railroads.

**Phase 2: Final Design**

- Preparing final plans, specifications, and estimates (PS&E)
- Preparing all bidding and construction documents
- Participating in meetings between the design consultants and other agencies, including state, federal, city, county, MPO and the railroads.

**Deliverables:**

Project Management Plan  
Summary Report of all public and committee meeting activities, including: copies of agendas, minutes, materials presented/discussed, and if appropriate photographs.  
Interim Technical Memorandums, if applicable  
Final Report  
Monthly Progress Reports  
Monthly Invoices