

# City of Richmond

402 Morton Street  
Richmond, Texas 77469  
Phone 281.342.5456 Fax 281.232.8626

**Bill To:**  
Fort Bend County  
P.O. Box 1449  
Rosenberg, TX 77471  
Attn: Engineering


**For:**  
Street or Road Improvements and associated  
Drainage for Lamar Drive -Project No. 22  
Fort Bend County  
Proposition Two (Mobility Bonds)

## INVOICE

**DATE:**  
May 7, 2010

**INVOICE #**  
572010

P.O. 51105  
Rec. # 104655  
5-7-10

DESCRIPTION	AMOUNT
<b>For stret or road improvements and associated drainage for Lamar Drive</b> <b>Project No. 22</b> For an amount equal to 50% of the award Construction Contract or up to \$1,000,000 $\$3,350,500 \times .50 = 1,675,250$	1,000,000.00
	
<b>TOTAL</b>	<b>\$ 1,000,000.00</b>

Make all checks payable to **City of Richmond**.

If you have any questions concerning this invoice, Terri Vela, 281.342.5456, [tvela@ci.richmond.tx.us](mailto:tvela@ci.richmond.tx.us)

**THANK YOU FOR YOUR BUSINESS!**

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**THANK YOU FOR YOUR BUSINESS!**

**CONSENT AGENDA ITEMS 5 - 16:**

5. **OUT OF STATE TRAVEL:** Approve out-of-state travel requests for County personnel:
  - A. **Budget Office:** Heratio Rodgers to Chicago, Illinois, April 18-21, 2006 to attend the Government Financial Officers Association's Budget Analyst Training Academy. (Fund: 010-076-0760-4014)
  - B. **Cooperative Extension:** Sandra Fry, CEA-FCS to Arlington, Virginia, April 21-28, 2006 to attend the Public issues Leadership Development Conference and to Charlotte, North Carolina; and June 19-26, 2006 to attend the AAFCS 97<sup>th</sup> Annual Conference & Expo. (Fund: 010-032-0320-4014)
  - C. **Cooperative Extension:** Ratify change departure date for Sandra Fry, CEA-FCS to Nashville, Tennessee, to January 31-February 3, 2006 to attend the Regional Leadership & Professional Development Conference previously approved December 20, 2005. (Fund: 010-032-0320-4014)
  - D. **Office of Emergency Management:** Jill Boehm to Baton Rouge, Louisiana, April 16-20, 2006 to attend the Esi 2006 WebEOC Conference and Workshop. (Fund: 010-046-0460-4014)
6. **COMMISSIONER, PCT. 1:** Approve Project Agreement between Fort Bend County and City of Richmond to provide assistance with road improvements for Lamar Drive between FM 762 and FM 1640 in an amount not to exceed \$2,000,000 – Mobility Bond Project #22, Pct. 1 (Fund: 230-043-4301-7836)
7. **COMMISSIONER, PCT. 4:** Approve Project Agreement between Fort Bend County and City of Sugar Land to provide assistance with leveling dirt on city-owned property and repairing city-owned streets at the intersections of Voss Road and Burney and University Blvd. and Highway 59. (Fund 105-075-0750-Multi)
8. **AUDITOR:**
  - A. Approve transfer in the amount of \$2,500 as detailed on Auditors Report dated February 2, 2006 to amend the budget pursuant to Local Government Code § 111.0706 for the Statewide Tobacco Education & Prevention grant received from the Comptroller of Public Accounts for the period of September 1, 2005 to August 31, 2006, to be administered by Constable, Pct. 2.
  - B. Approve transfer in the amount of \$58,612 as detailed in Auditors Report dated February 6, 2006 to amend the budget pursuant to Local Government Code Section 111.0706 for the Edward Bryne Memorial Justice Assistance (JAG) Grant received from the U.S. Department of Justice for the grant period of October 1, 2004 through September 30, 2008 to be administered by the County Judge's office.
  - C. Approve transfer in the amount of \$3,915 from the Local Law Enforcement Block Grant (LLEBG) Contingency to Constable, Pct. 1 LLEBG to allow Constable to utilize unallocated funds.
9. **COMMUNITY SUPERVISION AND CORRECTIONS:** Approve transfer in the amount of \$5,000 as detailed on report dated January 23, 2006 to amend budget pursuant to Local Government Code Sec. 111.0706 for funds received from five various non-profit organizations to be used to purchase materials for the Community Service Restitution projects.



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

**INTERLOCAL AGREEMENT**

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

**RECITALS**

WHEREAS, on November 7, 2000, the citizens of Fort Bend County voted to approve the issuance of general obligation bonds to provide for the County to participate with other local governmental entities in the funding of certain regional street and road improvements and associated drainage facilities ("Mobility Projects") that are funded in part by the State or Federal governments;

WHEREAS, the City owns and operates a system of streets and roadways within Fort Bend County for public use and benefit, including Lamar Drive between FM 762 and FM 1640;

WHEREAS, the project contemplated in this Agreement is the street or road improvements and associated drainage therefore for Lamar Drive and identified as Project No. 22 on the attached Exhibit "A" [Fort Bend County - Proposition Two (Mobility Bonds)], ("Project");

WHEREAS, the construction of the Project will improve traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County;

WHEREAS, the City and the County agree that the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the Texas Transportation Code;

WHEREAS, the City and County agree that the Project contemplated in this Agreement is part of a city street that is an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the Texas Transportation Code;

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

WHEREAS, the City and the County are agreeable to undertake the Project, provided the parties agree to assume certain responsibilities associated with the development of the Project; and

WHEREAS, the governing body of the City has duly authorized this Agreement and the governing body of the County has duly authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

I.

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

II.

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

III.

The parties agree that the City shall be solely responsible, at City's sole cost and expense, for taking all actions necessary to complete the Project. The City further warrants that it will timely complete the Project.

IV.

- A. Upon approval by the Fort Bend County Engineer of the drawings and specifications of the Project, the City shall advertise for and receive bids for the construction of the Project pursuant to the usual and customary procedures of the City, in accordance with the drawings and specifications approved by the Fort Bend County Engineer, and in compliance with all applicable competitive bidding statutes.
- B. The City reserves the right to reject all bids. In such event, the City may either re-advertise for bids in accordance with the approved drawings and specifications or terminate this Agreement as provided herein.
- C. The City's determination of the lowest responsible bid for the Project shall be final and conclusive.



- D. The City shall be responsible for the cost and administration of the construction contract.
- E. During the work on the Project, the County shall have the right to review all documents, maps, plats, records, photographs, reports, and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections, the County shall not interfere with the work in progress.
- F. The County shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by the County shall be promptly corrected by the City.

V.

- A. Upon lawful letting of the Construction Contract for the Project by the City to a qualified Contractor, the City shall submit a fully executed Construction Contract together with the drawings and specifications for the Project to the Fort Bend County Engineer for review and approval.
- B. The Fort Bend County Engineer shall review the Construction Contract to determine whether the Construction Contract complies with the terms of this Agreement and the terms of the Bond Referendum as well as to determine if the Project meets Fort Bend County Road Standards.
- C. The City shall not begin construction of the Project without written authorization from the Fort Bend County Engineer. The Fort Bend County Engineer shall not unreasonably withhold his approval.
- D. The City agrees to make or cause to be made all changes to the drawings and specifications reasonably requested by the Fort Bend County Engineer.
- E. If the Fort Bend County Engineer, in his sole discretion approves the Construction Contract, he shall forward the fully executed Construction Contract to the Fort Bend County Auditor for review.

VI.

- A. If the Fort Bend County Auditor, in his sole discretion, determines that the Construction Contract complies with the terms of this Agreement, the terms of the Bond Referendum and that the Construction Contract has been approved by the Fort Bend County Engineer, the Auditor shall pay the City the lesser of either (1) a one-time lump sum payment of \$2,000,000.00 or (2) an amount equal to 50% of the award Construction Contract, not to exceed \$2,000,000.00 ("Payment").

- B. This Payment shall be the County's sole obligation under the terms of this Agreement and the County shall not be obligated to expend any further funds on the Project.
- C. It is expressly understood by the parties that the maximum sum the County has available to accomplish its obligations under this Project is the sum certified below by the County Auditor, and that when the County has expended said sum to meet its obligations under this Agreement the County shall have no further obligation or duty. However, the City shall have the duty and the obligation to timely complete the Project from its own resources and/or assets.
- D. At all times during construction of the Project, the County shall have full access to all of the City's records and documentation pertaining to the Project.
- E. Upon completion of the Project, the City shall furnish the County with complete documentation and a full accounting of the funds expended on the Project.

#### VII.

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

#### VIII.

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

1. Worker's Compensation in the amount required by law. The policy shall include the All States Endorsement.
2. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).
3. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

The City or the County may terminate this Agreement, without cause, at any time prior to the letting of the contract for construction of the Project upon receipt by written notice to the other party. The parties shall thereafter have no obligation hereunder.

XIV.

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

XV.

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



XVI.

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

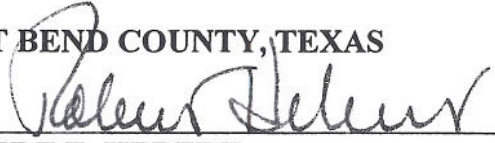
City of Richmond  
402 Morton Street  
Richmond, Texas 77469  
Phone: (281) 342-5456  
Facsimile: (281) 232-8626  
Attention: City Manager

Fort Bend County  
1124-52 Blume Road  
P. O. Box 1449  
Rosenberg, Texas 77471  
Phone: (281) 342-3039  
Facsimile: (281) 342-7366  
Attention: Engineering

XVII.

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

**FORT BEND COUNTY, TEXAS**

  
\_\_\_\_\_  
**ROBERT E. HEBERT,**  
Fort Bend County Judge

February 14, 2006  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
**DIANNE WILSON, Ph.D.,**  
Fort Bend County Clerk

**CITY OF RICHMOND**

By:   
\_\_\_\_\_  
**HILMAR G. MOORE, Mayor**

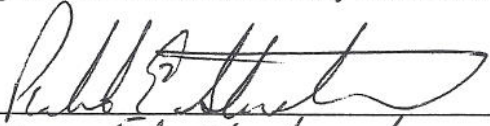
January 23, 2006  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
**MONA MATAK, City Secretary**

### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$2,000,000.00 to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

  
Name: Ed Stordewant  
Fort Bend County Auditor

G:\RICHMOND\INTERLOC\AGMT\FBC.002.wpd

**Fort Bend County  
Mobility Project Funding Worksheet**

101/102	Bridge Replacement	Various - county-wide	County bridge replacement program	\$ 2,807,880	\$ 2,807,880	\$ 2,807,880			\$ 26,587,861
61	FM 2218	US 59 to FM 762	Partially fund preliminary engineering	\$ 1,769,300	\$ 1,769,300	\$ 12,000,000	TxDOT/RICH	TxDOT/Rosenberg to fund remaining \$9,768,000	\$ 24,818,361
22	Lamar Dr.	FM 1640 to FM 2218	Partially fund construction of widening 2-lane to 3-lane C&G	\$ 100,000	\$ 2,000,000	\$ 7,000,000	Richmond	Richmond to secure remaining \$5,000,000	\$ 22,818,361
38	Stafford Rd.	Belway 8 to US 90A	Partially fund design and ROW acquisition for the construction of widening 2-lane to 4-lane roadway	\$ 2,000,000	\$ 2,000,000	\$ 7,700,000	Stafford	\$2 million to be held for leverage for future federal funds, or for City match (project to be re-evaluated after 36 mo.)	\$ 20,818,361
24	Kirkwood Rd/Cash Rd Extension	US 59 to US 90A	Partially fund construction of Cash Road extension and Cash Road intersection with Kirkwood	\$ 600,000	\$ 545,000	\$ 1,090,000	Stafford	Project re-defined. FBC will fund 50% of the construction of the extension of Cash Rd and the intersection of Cash Rd and Kirkwood	\$ 20,273,361
14	Dulles	90A to Ave E	Partially fund construction of widening 4-lane to 6-lane roadway	\$ 1,550,000	\$ 1,550,000	\$ 4,500,000	STAF/SL	Stafford & Sugar Land to fund remaining \$2,950,000	\$ 18,723,361
11	SH 122 (Phase 2)	SH 6 to Sienna Pkwy	Fund Preliminary Engineering, Environmental, ROW mapping, and ROW acquisition	\$ 2,500,000	\$ 2,373,608	\$ 15,273,608			\$ 16,349,753
54	FM 723	US 90A to FM 1093	Fund PE and ROW mapping for widening from 2-lane to 4-lane	\$ 3,440,000	\$ 972,168	\$ 972,168		Fund Engineering, Environmental and ROW mapping only	\$ 15,377,585
57	FM 1093	SH 99 to FM 723	Fund PE, ENV, and ROW mapping for future controlled access facility	\$ 1,000,000	\$ 650,000	\$ 650,000		Fund Engineering, Environmental and ROW mapping only	\$ 14,727,585
28	McKeever/Post Oak	SH 6 to Plantation Oaks	Partially fund engineering and construction of new location 2-lane roadway	\$ 4,000,000	\$ 1,500,000	\$ 2,000,000	Developer	Developer to contribute \$500,000	\$ 13,227,585
43	Staffordshire Rd.	US 90A to Scanlin	Fully fund construction of widening 2-lane to 4-lane roadway	\$ 2,200,000	\$ 2,000,000	\$ 4,000,000	Stafford	County will match 50% of project costs up to \$2 million. (project to be re-evaluated after 36 months)	\$ 11,227,585
82	Burney Rd. - Phase 1	Voss Rd. to W. Airport	Fund engineering & construction for widening from 2-lane to 4-lane C&G. Improve intersection of West Airport at Burney Rd.	\$ 880,000	\$ 1,900,000	\$ 2,500,000	Sugar Land	Project re-defined. Sugar Land to contribute \$600,000 for phase 1 - construction between Voss and W. Airport	\$ 9,327,585
6	Bamore Rd.	FM 1640 to US 59	Partially fund construction of 2-lane C&G roadway	\$ 1,300,000	\$ 1,300,000	\$ 7,200,000	Rosenberg	County will match 50% of project costs up to \$1.3 million to design and construct 0.3 mile section between US 59 and Naylor Rd.	\$ 8,027,585
34	Ransom	US 59 to Loop 762	Fully fund engineering and construction of widening 2-lane to 4-lane roadway. Purchase ROW for entire project.	\$ 1,346,140	\$ 2,268,678	\$ 2,268,678		Project re-defined. FBC to construct limits from Richmond C.L. to County Club Drive.	\$ 5,758,907
40	Trammel - Fresno Rd.	SH 122 to FM 521	Fully fund engineering and construction of widening 2-lane to 4-lane roadway	\$ 1,940,000	\$ 5,758,907	\$ 9,818,362		Project will be partially constructed with available funds (\$5.75 million)	\$ -
Total				\$ 57,318,320	\$ 64,167,212	\$ 229,268,590			

**PROJECTS TO BE DROPPED**

Project #	Project Name	Project Limits	Project Description	Amount of Bond Referendum Funding	Total Bond Funds Required	Total Project Cost	Funding Partner	Comments	Remaining Bond Funds from \$86,000,000
29	Mason Rd.	SH 99 to Farmer Road	Fund engineering and construction of new location 4-lane roadway (revised limits)	\$ 861,200		\$ 4,818,000	Developer		
82	Burney Rd. - Phase 2	W. Airport to W. Ballfort	Fund engineering & construction for widening from 2-lane to 4-lane C&G	\$ -		\$ 2,300,000	SL	Project re-defined. FBC to construct remaining limits between W. Airport and W. Ballfort	
21	Independence Blvd.	FM 2234 to FM 1092	Construct 4-lane rdwy	\$ 50,000		\$ 6,500,000	McMetro		
42	Trammel-Fresno	Sienna Pkwy to SH 6	Widen 2-lane to 4-lane C&G	\$ 700,000		\$ 3,325,000	MC	Project to be constructed by developer	
64	Collins Rd.	US 90A to FM 359	New 4-lane C&G and Brazos bridge	\$ 2,532,980		\$ 15,902,000	RICH	Richmond no longer considers project a priority	
97	US 90A	SH 99 to 0.3 MI W of SH 6	Widen 4-lane to 6-lane	\$ 1,200,000	\$ -	\$ 8,000,000	TxDOT	Not currently funded by TxDOT. No letting date scheduled.	
Total				\$ 5,344,180					\$ -



COMPLETED PROJECTS

Project #	Project Name	Project Limits	Project Description	Amount of Bond Referendum Funding	Actual Bond Costs	Total Project Cost	Funding Partner	Comments	Remaining Bond Funds from \$86,000,000
2	West Airport Blvd.	Eldridge to Burney	New 4-lane divided section	\$ 1,500,000	\$ 1,500,000	\$ 2,712,000	SL	Project Complete	\$ 84,500,000
4	West Airport Blvd.	SH 6 to FM 1464	New 4-lane divided section	\$ 2,300,000	\$ 2,752,433	\$ 2,752,433		Project Complete	\$ 81,747,567
7	W. Baillett Ave.	D.Ashford to Eldridge	Widen 2-lane to 4-lane C&G	\$ 450,000	\$ 450,000	\$ 5,062,000	COH/SL	SL=\$112,000 COH=\$4,500,000	\$ 81,297,567
13	Chimney Rock	W. Fugua to Beltway 8	New 4-lane divided C&G section	\$ 500,000	\$ 478,653	\$ 4,090,053	COH	COH funded remaining \$3,611,400	\$ 80,818,514
15	Avenue E	Dulles to FM 1092	Widen 2-lane to 4-lane C&G	\$ 1,925,000	\$ 4,043,069	\$ 4,043,069		Project Complete	\$ 76,775,845
23	Lane Dr.	US 90A to Ave. "T" (FM 1640)	Widen 2-lane to 3-lane/4-lane C&G	\$ 1,897,500	\$ 1,472,243	\$ 2,935,564	ROS	Project Complete	\$ 75,303,602
35	Reading Rd. (ext.)	U.S. 59 to FM 2977	New 4-lane C&G section	\$ 1,025,000	\$ 1,016,097	\$ 1,958,605	ROS	Project Complete	\$ 74,285,505
37	Scanlin Road	FM 2234 to Lexington	New location 2-lane C&G	\$ 1,450,000	\$ 1,756,735	\$ 1,756,735		Project Complete	\$ 72,528,770
44	University Blvd.	Commonwealth to U.S. 59	New 4-lane C&G section	\$ 1,500,000	\$ 1,500,000	\$ 7,889,700	SL	Project Complete	\$ 71,028,770
47	Voss Rd.	Burney Rd. to SH 6	Widen 3-lane rural to 4-lane divided	\$ 2,000,000	\$ 2,621,082	\$ 2,621,082		Project Complete	\$ 68,407,686
65	SH 6	Spur 58 to N. of UPRR	R.O.W. for overpass	\$ 500,000	\$ 151,800	\$ 22,200,000	TXDOT	Under Construction	\$ 68,255,886
87	U.S. Hwy 59	S.H. 6 to S.H. 99	Phase 2 - widening main-lanes	\$ 6,000,000	\$ 1,500,000	\$ 123,000,000	TXDOT	Under Construction	\$ 66,755,886
91	U.S. 90A	Overpass at BNSF RR	R.O.W. for overpass	\$ 100,000	\$ 100,000	\$ 12,530,000	TXDOT		\$ 66,655,886
95	US 90A	US 59 to SH 6	Widen 4-lane to 6-lane divided	\$ 500,000	\$ 500,000	\$ 17,977,000	TXDOT	Construction to begin in 2005	\$ 66,155,886
99	1093/Westpark ROW	FM 1464 to SH 99	R.O.W. for Westpark Tollway	\$ 2,000,000	\$ 1,986,676	\$ 1,986,676	-	Project Complete	\$ 64,167,212
Total				\$ 23,337,500	\$ 21,832,788	\$ 213,516,817			\$ 64,167,212

COMMITTED PROJECTS

Project #	Project Name	Project Limits	Project Description	Amount of Bond Referendum Funding	Total Bond Funds Required	Total Project Cost	Funding Partner	Comments	Remaining Bond Funds from \$86,000,000
8	West Beltort	FM 1876 (Eldridge) to SH 6	Fully fund construction of widening 2-lane to 4-lane C&G	\$ 1,500,000	\$ 3,035,987	\$ 3,535,987	COH	Remaining segment to be constructed in 2005	\$ 61,131,225
17	Fifth Street	FM 1092 to 2234	Fully fund construction of widening 2-lane to 4-lane C&G	\$ 5,200,000	\$ 7,029,278	\$ 8,329,278	STAF/MC	Missouri City to contribute \$650,000 and Stafford to contribute \$650,000	\$ 54,101,947
18	Harlem Rd.	FM 1093 to Basechut	Fully fund construction of widening 2-lane to 4-lane	\$ 2,280,000	\$ 1,940,627	\$ 2,740,627	Developer	Developer to contribute \$800,000	\$ 52,161,320
45	University Blvd.	Commonwealth to F.C. LUD 2	Partially fund construction of new 4-lane divided C&G section	\$ 4,100,000	\$ 3,250,000	\$ 15,000,000	SL	To be completed by SL & by Developer	\$ 48,911,320
48	Voss Rd.	SH 6 to Old Richmond Rd.	Fully fund construction of widening of 2-lane to 4-lane	\$ 2,300,000	\$ 3,413,711	\$ 3,413,711	-	Construction to begin in December 2005	\$ 45,497,609
49	FM 359	US 90A to Jones Creek	Partially fund construction of widening 2-lane to 4-lane	\$ 2,000,000	\$ 1,433,597	\$ 14,549,820	TXDOT	TXDOT to fund remaining \$13,118,223	\$ 44,064,012
59	FM 1464	FM 1093 to Shiloh Lakes	Partially fund construction of widening 2-lane to 4-lane	\$ 1,500,000	\$ 2,846,784	\$ 14,446,784	TXDOT	TXDOT to fund remaining \$11,800,000	\$ 41,417,228
77	SH 99	SH 99 at US 59	Partially fund construction of grade separation	\$ 7,300,000	\$ 7,000,000	\$ 34,000,000	TXDOT	TXDOT to fund remaining \$27 million	\$ 34,417,228
79	SH 99 @ FM 1093	Grade Separation	Fully fund engineering, ENV, ROW and construction of frontage road	\$ 526,000	\$ 2,081,172	\$ 2,081,172		County to construct northbound FR on northeast quadrant	\$ 32,336,056
80	SH 99 @ US 90A	Grade Separation	Fully fund engineering and environmental only	\$ 767,000	\$ 480,515	\$ 490,515		Fund Engineering and ENV only	\$ 31,845,541
93	US 90A	Present SL to City Limits	Partially fund construction of widening to 6/8 lanes C&G	\$ 2,250,000	\$ 2,250,000	\$ 25,800,000	TXDOT	TXDOT to fund remaining \$23,550,000	\$ 29,595,541
100	US 90A - Geasner Inter	Geasner/FM-2234	R.O.W. for grade separation	\$ 200,000	\$ 200,000	\$ 25,000,000	TXDOT	TXDOT to fund remaining \$24,800,000	\$ 29,395,541

CONSTRUCTION CONTRACT DOCUMENTS

LAMAR DRIVE  
PHASE 2 - PAVING, DRAINAGE, WATER & SANITARY SEWER REPLACEMENT  
CITY OF RICHMOND  
FORT BEND COUNTY, TEXAS

CITY OF RICHMOND

Mayor  
Hilmar G. Moore

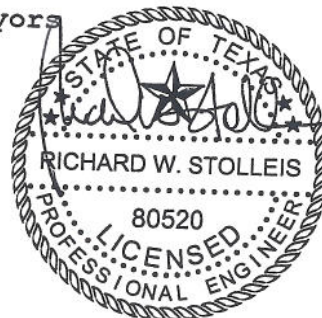
City Commissioners  
Jim Gonzales  
William H. Dostal, Sr.

City Manager  
Glen Gilmore

Director of Public Works Director  
Lenert Kurtz

ENGINEER

Kelly R. Kaluza & Associates, Inc.  
Consulting Engineers and Surveyors  
Engineering Firm No. F-1339  
3014 Avenue I  
Rosenberg, Texas 77471  
(281) 341-0808



September 2009



## STANDARD FORM OF AGREEMENT

STATE OF TEXAS                      §

COUNTY OF FORT BEND                      §

THIS AGREEMENT, made and entered into this, the 21st day of DECEMBER, A.D. 20 09, by and between the CITY OF RICHMOND, duly incorporated and existing under and by virtue of the Constitution and the laws of the State of Texas, acting by and through the undersigned official and attested to by a representative of the CITY OF RICHMOND, thereunto duly authorized so to do, hereinafter called "OWNER", and Reytec Construction Resources, Inc., a corporation duly authorized to do business and existing under the laws of the State of Texas, acting by and through a duly authorized officer thereof as attested to by the Secretary Treasurer of said corporation, of the City of Houston, County of Harris, State of Texas, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, and under the conditions expressed in the bond(s) bearing even date herewith, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction of certain improvements described as LAMAR DRIVE - PHASE 2 - PAVING, DRAINAGE, WATER AND SANITARY SEWER REPLACEMENT, CITY OF RICHMOND, FORT BEND COUNTY, TEXAS, and all necessary work of every kind or nature, including all extra work in connection herewith necessary to complete said improvements, under the



terms as stated in the General Conditions of Agreement and at its own proper cost and expense, to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Base Bid and Alternate Bid of the Bid Proposal, attached hereto, for the amount of **\$3,350,499.57**, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by Kelly R. Kaluza & Associates, Inc., hereinafter called "ENGINEER", each of which has been identified by the CONTRACTOR and the ENGINEER, together with CONTRACTOR's written Proposal, the General Conditions of Agreement and the Performance and Payment Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after written notice to do so shall have been given to it and to substantially complete the entire project within **two hundred twenty (220)** working days after the date of the written notice to commence work, subject to such extensions of time as shall be specified in the General and Special Conditions or shall have been specifically agreed to in writing by the parties hereto, which writing shall be attached to this Contract as a part hereof. The CONTRACTOR warrants, by execution of this Contract, that he/she has complied with all federal

laws and requirements thereof regarding immigration and citizenship and that all of his/her employees are qualified employees, as dictated therein.

The OWNER agrees to pay CONTRACTOR in current funds, the price or prices shown in the Proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The undersigned persons executing this Contract and all other documents executed simultaneously herewith, do certify and attest that they are executing the same in their capacity as herein stated as the act and deed of the corporation and that they have authority to do so under the terms of the Charter, By-Laws and Resolutions of said corporation and that, unless more specifically set out in the Charter or By-Laws of said corporation, the following is an excerpt of the official minutes of said corporation as found and contained in the official minute book of said corporation:

RESOLVED that Gregg T. Reyes, an officer of this corporation holding the office of President, is authorized to execute, for and on behalf of this corporation, a Contract with the CITY OF RICHMOND, a copy of which is attached hereto and marked Exhibit "A", upon the same being duly attested to by the Secretary Treasurer of this corporation as the act and deed of this corporation.

IN WITNESS WHEREOF, an official of the CITY OF RICHMOND and as attested to by a representative of the CITY OF RICHMOND, hereunto, has executed this Agreement in the year and date first above written, under the authority granted to them by the CITY OF RICHMOND.

CITY OF RICHMOND

By: Hilmar G. Moore  
Hilmar G. Moore, Mayor

ATTEST:

By: Mona Matak  
Mona Matak, City Secretary

IN WITNESS WHEREOF, the undersigned officers of the corporation, whose names are hereinafter set out, do certify and attest that they have executed this Agreement in their capacities as herein stated, for and on behalf of said corporation, and that they have authority to do so under specific authorization granted to them under the Charter or By-Laws of said corporation or, if said Charter and By-Laws are silent, then under authority granted to them under a resolution duly adopted by the Board of Directors of said corporation, as set out in the official minute book of said corporation, and an excerpt of said resolution is hereby previously set out.

Reytec Construction Resources, Inc.

BY: Gregg T. Reyes  
Gregg T. Reyes

TITLE: President

ATTEST/SEAL (if a corporation):  
WITNESS (if not a corporation):

Rebecca Reyes, Secretary Treasurer