

Texas Department of Transportation

P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | (713) 802-5000 | WWW.TXDOT.GOV

February 5, 2016

CERTIFIED MAIL 7015 0640 0006 9806 2710

Richard W. Stolleis, P.E.
Fort Bend County Engineer
301 Jackson Street,
Richmond, Texas 77469

RE: Fort Bend County
CSJ 1415-03-010
FM 2759: From South of Sansbury Boulevard to FM 762/FM 2759 Crabb River Road
CSJ 0543-03-067
FM 762: from FM 762/FM 2759 Crabb River Road to South of LCISD School

Dear Mr. Stolleis:

Fort Bend County (County) applied for funding through the Metropolitan Planning Organization (MPO) for these projects and is currently listed in the Transportation Improvement Program as the project sponsor. The County is currently responsible for the design of the project, acquiring the right of way and for paying the 20 percent construction match. The design and the right of way are a 100 percent County expense.

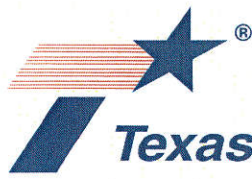
In September of 2005 the County signed the attached agreement and gave the Texas Department of Transportation (TxDOT) \$7,000,000 towards for the construction of the intersection of US 59 at SH 99. This agreement included the following provision: "The Local Government shall receive credit for their funding contribution to this Project against any future obligatory right of way or utility costs associated with segments C and D of SH 99." Subsequent to this agreement the County applied for and received primacy for segments C and D of SH 99. When the County received primacy it became impossible for the State to give the County any right of way or utility credit for these segments of SH 99.

Recently we discussed TxDOT fulfilling this long standing credit obligation in a different manner than originally envisioned. The County currently has sponsorship for the subject projects on FM 762 and FM 2759 which are on the State highway system. TxDOT would like to take over the County's sponsorship for these two segments of roadway. Specifically TxDOT will pay the 20 percent match for project construction and will pay for 90 percent of the cost of right of way. The County will pay 100 percent of the cost of the design and 10 percent of the cost of right of way. The County will acquire the right of way and be reimbursed for that cost by TxDOT. Assumption of these costs by TxDOT which were previously committed to by the County will serve to fulfill the credit obligation from the 2005 agreement for the US 59 at SH 99 project.

OUR GOALS

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer



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Please consider this proposal and if you are amenable we would appreciate an official response. If you should have any questions concerning this matter, please contact myself, at 713-802-5002 or Mark D. Patterson, at 713-802-5501.

Sincerely,

A handwritten signature in blue ink that reads "Quincy D. Allen". The signature is written in a cursive style.

Quincy D. Allen, P.E.
District Engineer
Houston District

Attachments

7. COUNTY JUDGE:

- A. Approve renewal of Agreement between Fort Bend County and the Fort Bend Council on Family and Community Development, Inc. in the amount of \$30,000 for FY 2006. (Fund: 010-045-0450-4010)
- B. Approve renewal of Agreement between Fort Bend County and the Mental Health Association of Fort Bend County, Inc. in the amount of \$60,000 for mental health services for FY 2006. (Fund: 010-045-0450-4010)
- C. Approve transfer in the amount of \$293,300 from Non-Departmental Fees and Services \$280,300 and Dues \$13,000 into line items detailed on Judge's form dated August 31, 2005 to allocate funds for purchase of Fifth Floor copier and video supplies into correct line item, and to allocate funds budgeted in FY05 for various studies into multi-year accounts.

8. COUNTY COURT AT LAW NO. 2: Approve transfer in the amount of \$300 from Capital Assets into IT Hardware to allocate funds for purchase of replacement computer printer.

9. ENGINEERING:

- A. Approve Advance Funding Agreement between Fort Bend County and Texas Department of Transportation in the amount of \$7,000,000 to facilitate implementation of the Interchange for US 59 at SH 99, Precinct 1, as authorized by Commissioners Court on June 28, 2005, Mobility Bond Project #77. (Fund: 230-043-4301-7862)
- B. Approve payment of Invoice No 23011 in the amount of \$5,687.80 to Klotz Associates, Inc. for professional services relating to the realignment of Clodine-Reddick at FM 1464, Pct. 4. (Fund: 010-043-0430-4010)
- C. Approve transfer in the amount of \$815 from Engineering, Capitalized Property into Fees and Services to allocate additional funds for services required at the Fort Bend County Landfill.
- D. Approve application from Lecon, Inc. to do slope paving in Dry Creek, Pct. 1.
- E. Approve application from D.L. Meacham, LP to construct a driveway tie-in onto Westmoor Drive, Pct. 3.
- F. Approve application from Verizon to bury cable along Stafford Run, Pct. 2.
- G. Approve application from SBC to bury cable along Battle, Pct. 1.
- H. Approve application from Quantum Environmental Consultants, Inc. to install a monitor well on Summer Park Drive, Pct. 2.
- I. Approve application from Park Construction Associates, LLP to construct a road tie-in onto Bryan, Pct. 1.
- J. Approve the plat for roads within Long Meadow Farms, Section 8, Pct. 3.
- K. Approve the plat for lots within Long Meadow Farms, Section 8, Pct. 3.
- L. Approve the plat for roads within Long Meadow Farms, Section 9, Pct. 3.
- M. Approve the plat for lots within Long Meadow Farms, Section 9, Pct. 3.
- N. Approve the plat for roads within Long Meadow Farms, Section 10, Pct. 3.
- O. Approve the plat for lots within Long Meadow Farms, Section 10, Pct. 3.
- P. Approve the plat for roads within Lakemont Court, Sec. 1, Pct. 3.
- Q. Approve the plat for lots within Lakemont Court, Sec. 1, Pct. 3.
- R. Approve the plat for Lakemont Reserves, Pct. 3.

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM
 RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 9/01/05

SUBMITTED BY: P. Batts (Agenda Coordinator)

COURT AGENDA DATE: 9/06/05

DEPARTMENT: Engineering #

PHONE NO.: (281) 633-7507

SUMMARY OF ITEM: Approve the Advance Funding Agreement between TxDOT and Fort Bend County regarding Contribution to facilitate the implementation of US59 @ SH99 in the amount not to exceed \$7,000,000.00,Pct.1.

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM:		ANNUALIZED DOLLARS:	COMMENTS:
Yes ()	No ()	N/A ()	One Time ()
Funding Source:		Recurring ()	
Fund	Agency	Org	Object
			N/A ()

Original Form Submitted with back up to County Judge's Office: () (when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

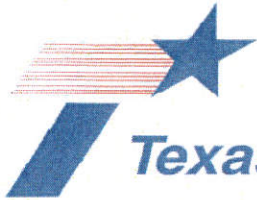
(x) Auditor	(281-341-3774)	(x) Comm. Pct. 1	(281-342-0587)
(x) Budget Officer	(281-344-3954)	(x) Comm. Pct. 2	(281-403-8009)
(x) County Attorney	(281-341-4557)	(x) Comm. Pct. 3	(281-242-9060)
(x) Purchasing Agent	(281-341-8642)	(x) Comm. Pct. 4	(281-980-9077)
(x) County Clerk	(281-341-8697)	(x) Facilities/Planning	(281-633-7022)

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify) : _____



Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

*original
agreement
attached*

September 29, 2005

CONTACT: PLAN REVIEW

BY CERTIFIED MAIL P 7004 1160 0001 7893 3189

Fort Bend County
CSJ 0027-12-121
US 59: At SH 99

The Honorable Robert E. Hebert
Fort Bend County Judge
301 Jackson, Suite 719
Richmond, Texas 77469



Dear Judge Hebert:

Please find attached two original counterparts of a funding agreement for the subject project.

In order to comply with House Bill 905, the Texas Department of Transportation's (TxDOT) Contract Services Section (CSS) in Austin has updated the State Audit Provision, subparagraph (h) of Article 3. CSS has executed the agreement subject to Fort Bend County's (County) approval of the addition of the provision.

If you are in agreement with this provision, please have subparagraph (h) of Article 3 of both original counterparts initialed on behalf of the County. Once the agreement is initialed, we request that you send us one copy of the agreement for our files and retain one copy for your files.

Please let this serve as your notification that the County owes the state \$7,000,000 for this project. Please remit these funds within 90 calendar days of final execution of this agreement as agreed.

We look forward to working with you on this important project and request your timely response to this letter. If you should have any questions concerning this matter, please contact me at (713) 802-5001 or Ms. Darlene Taylor of the Plan Review Section at (713) 802-5864.

Sincerely,

Gary K. Trietsch, P.E.
District Engineer
Houston District

Attachments

cc: Ms. Darlene D. Taylor

The Honorable Robert E. Hebert
September 29, 2005
Page 2

bc: Mr. Gabriel Y. Johnson, P.E.
Mr. James W. Koch, P.E.
Mr. Larry Blackburn, P.E.
Mr. Mark D. Patterson, P.E.
Mr. Alan Wang, P.E.
Mr. D. Jesse Hegemier, P.E.

CSJ: 0027-12-121
Project No.: NH ()
County: Fort Bend
Location: US 59: At SH 99

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Fort Bend County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, the Intermodal Surface Transportation and Efficiency Act of 1991 (ISTEA) and the Transportation Equity Act for the 21st Century (TEA-21) codified under Title 23 U.S.C. Section 101 et seq., authorize transportation programs to meet the challenges of protecting and enhancing communities and the natural environment and advancing the nation's economic growth and competitiveness; and

WHEREAS, ISTEA and TEA-21 establish federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Orders 108177 and 107561, authorizing the State to undertake and complete a highway improvement generally described as the construction of an interchange for US 59(S) and SH 99 hereinafter called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated Sept. 6, 2005 which is attached hereto and made a part hereof as Attachment "A" for participation in said improvement by contributing to the construction costs of the Project.

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

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

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

3. Local Project Sources and Uses of Funds

- a. The total estimated cost of the Project is shown in the Project Budget - Attachment "B" which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment "B". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify with the State that the Federal Letter of Authority has been issued for the work covered by this Agreement.
- b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- d. The State will not pay interest on any funds provided by the Local Government.
- e. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project

- f. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment "B" will clearly state the amount of the fixed price or the incremental payment schedule.
- g. If the Local government is an Economically Disadvantaged County and if the Texas Transportation Commission has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- h. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

The State will not execute the contract for the construction of the project until the required funding has been made available by the Local Government in accordance with this Agreement.

4. Termination of this Agreement

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the Agreement is terminated in writing with the mutual consent of the parties, or;
- b. because of a breach of this Agreement. Any cost incurred due to a breach of contract shall be paid by the breaching party.
- c. After the PS&E the Local Government may elect not to provide the funding and the Project does not proceed because of insufficient funds; the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the project.

5. Amendments

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

6. Remedies

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

7. Utilities

The State shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures.

Rest 10/11/05

jm
9.20.05

8. Environmental Assessment and Mitigation

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

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- b. The State is responsible for the cost of any environmental problem's mitigation and remediation.
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- d. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State has responsibility for the performance of architectural and engineering services.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related thereto.

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

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

11. Construction Responsibilities

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction

engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

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

12. Project Maintenance

The State shall be responsible for maintenance of the completed Project, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

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

14. Notices

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

Local Government:

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

State:

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

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

15. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

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

21. Procurement and Property Management Standards

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

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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

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

24. Civil Rights Compliance

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

25. Disadvantaged Business Enterprise Program Requirements

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

26. Debarment Certifications

The 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." 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 in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

27. Lobbying Certification

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

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

28. Insurance

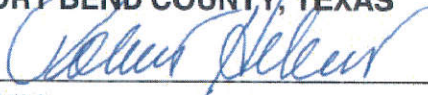
If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

29. Signatory Warranty

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

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

**THE LOCAL GOVERNMENT
FORT BEND COUNTY, TEXAS**



Name

Robert E. Hebert, County Judge

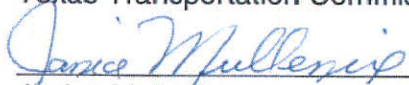
Printed Name and Title

September 6, 2005

Date

THE STATE OF TEXAS

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



Janice Mullenix
Director of Contract Services Section
Office of General Counsel
Texas Department of Transportation

Date

September 20, 2005

ATTACHMENT
'A'

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

RESOLUTION FOR ADVANCED FUNDING AGREEMENT BETWEEN FORT BEND COUNTY AND TEXAS DEPARTMENT OF TRANSPORTATION

On this 6th day of September, 2005, the Commissioners Court, acting as the governing body of Fort Bend County, Texas, at a regular meeting upon motion of Commissioner PARSONS, seconded by Commissioner STAVINOH duly put and carried:

WHEREAS, Texas Department of Transportation (TxDot) owns, operates and maintains a system of highways for public use and benefit, including State Highway 99 in Fort Bend County; and,

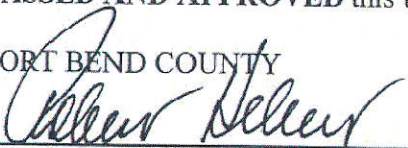
WHEREAS, Government Code, Chapter 791 and Transportation Code § 201.209 and Chapter 221 authorize the State to contract with political subdivisions;

WHEREAS, the County desires to enter into an Advance Funding Agreement with the State to participate in the construction of an Interchange for US 59(S) and SH 99 and;

WHEREAS, Fort Bend County will contribute a fixed sum in the amount of \$7,000,000 to be used as contribution toward construction for the proposed Project.

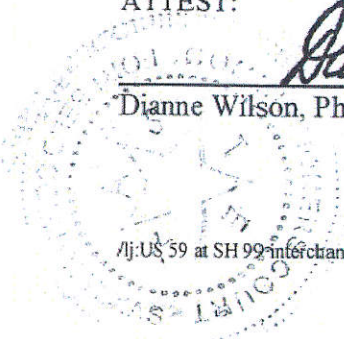
NOW THEREFORE BE IT RESOLVED AND DECREED that Fort Bend County expresses its support and approval of the Advanced Funding Agreement with Texas Department of Transportation (TxDot) for construction of an interchange for US 59 (S) and SH 99.

PASSED AND APPROVED this the 6th day of September, 2005.

FORT BEND COUNTY

Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson, Ph.D, County Clerk



CSJ: 0027-12-121
 Project No.: NH ()
 County: Fort Bend
 Location: US 59: At SH 99

ATTACHMENT B

Project Budget And Description

The State shall be responsible for the development and the construction of the interchange for US 59 and SH 99. All work shall be in accordance with the State *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* which is incorporated herein by reference. The Local Government's participation in this Project is to supplement project funding to facilitate the implementation of the Project. The Local Government's funding contribution shall be utilized for construction costs associated with the completion of the proposed improvements to US 59/SH 99. The Local Government's contribution to this Project is \$7,000,000.00. The Local Government shall receive credit for their funding contribution for this project against any future obligatory right of way or utility costs associated with segments C and D of SH 99.

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
Construction Bid Items	35,644,569.13	65.39%	23,306,352.98	16.35%	5,826,588.24	18.27%	6,511,627.91
Engineering & Contingencies (E&C)**(Estimated @7.5% of construction)	2,673,342.68	65.39%	1,747,976.47	16.35%	436,994.12	18.27%	488,372.09
TOTAL	38,317,911.81		25,054,329.45		6,263,582.36		7,000,000.00

The Local Government will contribute a fixed sum, in the amount of \$7,000,000.00 to be used as contribution toward construction of the proposed Project. It is understood that the proposed improvements will be done by the State. Within ninety (90) calendar days of final execution of this Agreement, the Local Government will transmit, a warrant or check in the amount of \$7,000,000.00 made payable to the "Texas Department of Transportation" to be used solely for the cost of improvements to US 59 at SH 99.