

CSJ #	0543-02-091
District #	12-HOU
Code Chart 64 #	50080
Project Name	FM 359 and Candela Heights

STATE OF TEXAS           §  
 COUNTY OF TRAVIS       §

**AGREEMENT  
 For A  
 LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **Fort Bend County**, acting by and through its duly authorized officials, called the “Local Government.” The State and Local Government shall be collectively referred to as “the parties” hereinafter.

**WITNESSETH**

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **08/26/2025**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement.

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

**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 completed Project is accepted by the State or unless terminated as provided below.

CSJ #	0543-02-091
District #	12-HOU
Code Chart 64 #	50080
Project Name	FM 359 and Candela Heights

**2. Scope of Work**

The Project consists of the design and construction of a **Traffic Signal at the intersection of FM 359 and Candela Heights Drive in Richmond, Fort Bend County, Texas**, as shown in attachment A.

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

- A. The total estimated cost of the Project is shown in Attachment B, Local On-System Improvement Project Budget (Attachment B), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment B. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment B 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 (right of way); (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 Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment B. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment B. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State’s waiver of its direct or indirect costs shall be indicated on Attachment B by showing the State as responsible for these costs. When the Local Government is responsible for the State’s direct or indirect costs, the amount indicated on Attachment B is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment B.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State’s acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it

<b>CSJ #</b>	<b>0543-02-091</b>
<b>District #</b>	<b>12-HOU</b>
<b>Code Chart 64 #</b>	<b>50080</b>
<b>Project Name</b>	<b>FM 359 and Candela Heights</b>

determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

**4. Termination of this Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government’s failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

**5. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

**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. Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State’s Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

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

**8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.

<b>CSJ #</b>	<b>0543-02-091</b>
<b>District #</b>	<b>12-HOU</b>
<b>Code Chart 64 #</b>	<b>50080</b>
<b>Project Name</b>	<b>FM 359 and Candela Heights</b>

- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

**9. Right of Way and Real Property**

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

**10. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

**11. Compliance with Texas Accessibility Standards and ADA**

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**12. Construction Responsibilities**

- A. The Local Government 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 that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and

<b>CSJ #</b>	<b>0543-02-091</b>
<b>District #</b>	<b>12-HOU</b>
<b>Code Chart 64 #</b>	<b>50080</b>
<b>Project Name</b>	<b>FM 359 and Candela Heights</b>

provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

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

**13. Project Maintenance**

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

**14. 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:

<b>Local Government</b>	<b>State</b>
<p>County Judge                      Fort Bend County                      301 Jackson St., 4<sup>th</sup> Floor                      Richmond, Texas 77469</p>	<p>Director of Contract Services                      Texas Department of Transportation                      125 E. 11<sup>th</sup> Street                      Austin, Texas 78701</p>

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.

**15. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be 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

<b>CSJ #</b>	<b>0543-02-091</b>
<b>District #</b>	<b>12-HOU</b>
<b>Code Chart 64 #</b>	<b>50080</b>
<b>Project Name</b>	<b>FM 359 and Candela Heights</b>

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, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

**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. 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 and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government 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.

**21. Insurance**

Before beginning work on the state highway system, the Local Government and its contractor 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. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. 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.

<b>CSJ #</b>	<b>0543-02-091</b>
<b>District #</b>	<b>12-HOU</b>
<b>Code Chart 64 #</b>	<b>50080</b>
<b>Project Name</b>	<b>FM 359 and Candela Heights</b>

**22. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

**23. Signatory Warranty**

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

Each party is signing this agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

KP George  
\_\_\_\_\_  
Typed or Printed Name

Fort Bend County Judge  
\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

In Process

CSJ #	0543-02-091
District #	12-HOU
Code Chart 64 #	50080
Project Name	FM 359 and Candela Heights

### ATTACHMENT A PROJECT LOCATION MAP



CSJ #	0543-02-091
District #	12-HOU
Code Chart 64 #	50080
Project Name	FM 359 and Candela Heights

**ATTACHMENT B  
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET  
(Locally Funded and Performed Project)**

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
<b>PROJECT PHASES:</b> Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$0	
Right of Way	\$0	
Engineering	\$49,645.00	
Utility Work	\$0	
Construction	\$287,800.00	
Subtotal for Project Phases		\$337,445.00
<b>DIRECT STATE COSTS:</b>	<b>Paid By:</b> <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> State	
Environmental	\$200.00	
Right of Way	\$200.00	
Engineering	\$1,985.80	
Utility Work	\$200.00	
Construction	\$11,512.00	
Subtotal for Direct State Costs		\$14,097.80
<b>INDIRECT STATE COSTS:</b>	<b>Paid By:</b> <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> State	
Subtotal for Indirect State Costs		776.79
<b>TOTAL ESTIMATED COST OF PROJECT</b>		<b>\$352,319.59</b>

<b>\$14,874.59</b>	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
--------------------	--

CSJ #	0543-02-091
District #	12-HOU
Code Chart 64 #	50080
Project Name	FM 359 and Candela Heights

**ATTACHMENT C  
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

31B

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Fort Bend County, Texas, convened in regular session at a regular term of said Court, open to the public, at the Fort Bend County Courthouse in the City of Richmond, Texas, on August 26, 2025 with a quorum of said Court present:

Whereupon, among other business, the County considered the following:

AN ORDER AUTHORIZING EXECUTION OF AN AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT BETWEEN FORT BEND COUNTY AND THE STATE OF TEXAS ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION TO DESIGN AND CONSTRUCT A TRAFFIC SIGNAL AT THE INTERSECTION OF FM 359 AND CANDELA HEIGHTS DRIVE IN FORT BEND COUNTY, TEXAS.

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

	Yes	No	Abstain
Judge KP George	✓	-	-
Commissioner Vincent Morales	✓	-	-
Commissioner Grady Prestage	✓	-	-
Commissioner Andy Meyers	-	-	-
Commissioner Dexter McCoy	✓	-	-

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

IT IS ORDERED THAT:

- The Fort Bend County Judge is authorized to execute on behalf of Fort Bend County the Agreement for a Local On-System Improvement Project between Fort Bend County and the State of Texas acting by and through the Texas Department of Transportation to design and construct a Traffic Signal at the intersection of FM 359 and Candela Heights Drive in Fort Bend County, Texas. Fort Bend County will be responsible for one hundred percent of the Local Participation Cost as estimated and shown in the Advance Funding Agreement.
- All Fort Bend County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

<b>CSJ #</b>	<b>0543-02-091</b>
<b>District #</b>	<b>12-HOU</b>
<b>Code Chart 64 #</b>	<b>50080</b>
<b>Project Name</b>	<b>FM 359 and Candela Heights</b>

Approved by the Commissioners Court of Fort Bend County, Texas, this 26th day of August, 2025.

FORT BEND COUNTY, TEXAS

By: *KP George*  
KP George, County Judge

ATTEST:



*Laura Richard*  
Laura Richard, County Clerk

III Process

### Certificate Of Completion

Envelope Id: 62199122-EF5D-494A-9D0F-F5C3C0B0FC4B  
 Subject: HOU - LOSA Prime - 0543-02-091 - Fort Bend County  
 Source Envelope:  
 Document Pages: 13  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent  
 Envelope Originator:  
 Katie DeLong  
 125 E. 11th Street  
 Austin, TX 78701  
 Margaret.DeLong@txdot.gov  
 IP Address: 209.112.107.133

### Record Tracking

Status: Original 10/1/2025 11:01:18 AM	Holder: Katie DeLong Margaret.DeLong@txdot.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Texas Department of Transportation	Location: Docusign

### Signer Events

KP George  
 County.Judge@fortbendcountytexas.gov  
 Fort Bend County Judge  
 Fort Bend County  
 Security Level: Email, Account Authentication (Optional), Logged in

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/23/2019 9:10:49 AM  
 ID: c0ad758e-4d7f-441a-a9f6-b34ea86a36c4

Kenneth Stewart  
 kenneth.stewart@txdot.gov  
 Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

In Process

Signature	Timestamp
	Sent: 10/1/2025 11:20:38 AM
	Viewed: 10/7/2025 4:26:35 PM

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Angela Coakley  
 Angela.Coakley@txdot.gov  
 Permit Coordinator  
 TxDOT  
 Security Level: Email, Account Authentication (Optional)

COPIED

Sent: 10/1/2025 11:20:37 AM  
 Viewed: 10/3/2025 1:39:55 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
---------------------------	---------------	------------------

FIN\_Local-Participation

fin\_local-participation@txdot.gov

Security Level: Email, Account Authentication  
(Optional)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
-----------------------	------------------	------------------

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Envelope Sent

Hashed/Encrypted

10/1/2025 11:20:37 AM

Envelope Updated

Security Checked

10/1/2025 11:45:29 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
---

In Process

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Texas Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kevin.setoda@txdot.gov](mailto:kevin.setoda@txdot.gov)

### **To advise Texas Department of Transportation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [kevin.setoda@txdot.gov](mailto:kevin.setoda@txdot.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

### **To request paper copies from Texas Department of Transportation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [kevin.setoda@txdot.gov](mailto:kevin.setoda@txdot.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Texas Department of Transportation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [kevin.setoda@txdot.gov](mailto:kevin.setoda@txdot.gov) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li></ul>

- |  |   |
|--|---|
|  | <ul style="list-style-type: none"><li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul> |
|--|---|

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.