

Consider approving construction and maintenance agreement for bridge replacement on County Road 129 at Brushy Creek Relief. (Off system bridge project)

Moved: Commissioner Mehevec

Seconded: Commissioner Heiligenstein

Motion: To approve construction and maintenance agreement for bridge replacement on County Road 129 at Brushy Creek Relief concerning off system bridge project.

Vote: Motion carried 5 - 0

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County Williamson
CSJ 0914-05-095
Project BR 97 (549) OX
Road/Street CR 129
NBI Structure No. AA 04-39-001
Local Designation No. _____

CONSTRUCTION AND MAINTENANCE

AGREEMENT

FOR BRIDGE REPLACEMENT OR REHABILITATION

OFF THE STATE SYSTEM

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

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 Williamson County, a political subdivision of this state, or a special district that has the authority to finance a highway improvement project, acting by and through its Commissioners Court, hereinafter called the LOCAL GOVERNMENT.

WITNESSETH

WHEREAS, Title 23, United States Code, authorizes federal funds to assist local governments in the replacement or rehabilitation of functionally or structurally deficient bridges located on a public road or street within its jurisdiction; and,

WHEREAS, the State, acting by and through the Texas Transportation Commission, has approved a program of work for Off-State-System Federal-Aid Bridge Replacement and Rehabilitation; and,

WHEREAS, the Local Government owns a bridge located on a public road or street located at CR 129 at Brushy Creek Relief; and,

WHEREAS, said bridge is included in the currently approved program of projects as authorized by Commission Minute Order Number 106940 dated September 26, 1996, and the State and the Local Government mutually agree to effectuate the project;

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A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the State and the Local Government do agree as follows.

Article 1. Contract Period

This agreement becomes effective upon the date of execution by the party whose signing constitutes final and full execution and shall terminate when the work has been completed or as provided in Article 10. "Termination".

Article 2. Right of Entry

The Local Government hereby authorizes the State, its consultant, contractor, or other designated representative to enter the site of said bridge and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

Article 3. Utility Adjustments and Right of Way

The Local Government shall provide, at no cost to the State or Federal government, the necessary adjustment of any and all utilities and services, whether publicly or privately held, as may be necessary to permit the work authorized herein. Activities associated with relocation and installation of existing utilities shall be coordinated with and carried out in a manner that does not conflict with the requirements of the State.

The Local Government further agrees to acquire, at no cost to the State or Federal Government, any additional right of way, if required.

Article 4. Project Funding

Subject to Article 3. and other provisions as follows, the general funding formula for these projects involves funding by the Federal Government (80% of the cost), the State (10%), and the Local Government (10%). The State assumes no liability for any costs except as authorized herein.

The Local Government agrees to pay the State (1) 10% of preliminary engineering costs incurred by the State, (2) 10% of the actual cost of construction, construction engineering and contingency, (3) 100% of any project cost item or portion of a cost item that is not eligible for the federal participation, and (4) the State's indirect costs based on the Local Government's entire participation in the project.

A. Indirect Costs - Texas Government Code, Chapter 2106, requires the State to recover indirect costs associated with this agreement. The indirect costs shall be calculated based on prevailing rates as determined through the Texas Department of Transportation's Indirect Cost Recovery Program.

B. Preliminary Engineering Costs - The State will document its costs incurred for preliminary engineering and shall notify the Local Government of these costs when submitting notice pursuant to Article 4(D) and/or 4(E) below.

C. Construction Costs - The actual construction cost includes the amount of the contract awarded to a contractor based upon the low bid, any supplements made thereto during the duration of the project, and construction engineering and contingencies.

D. Payments - Thirty days after signing this agreement and thirty days before beginning the preliminary engineering work, the State shall notify the Local Government of payment due in an amount equal to 10% of the estimated cost of project preliminary engineering and the State's indirect cost on this amount. Forty-five days prior to the State's scheduled date for the contract letting, the Local Government agrees to pay to the State an amount equal to the remainder of the Local Government's agreed upon participation in the project including indirect costs on that remaining participation.

Subject to Texas law, the Local Government shall promptly and faithfully provide payment of the required funds. The department will not pay interest on the funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the state treasury.

E. Interim and Final Accounting - If during the course, at termination or at the completion of the project it is found that the amount received is insufficient to pay the Local Government's agreed upon participation, the State shall immediately notify the Local Government who shall promptly, to the extent permitted by Texas law, transmit the required amount to the State.

At the completion of the project, the State shall use generally accepted accounting procedures to determine the actual cost of the project. Excess funds paid by the Local Government will be returned. Accounting records will be available at reasonable times at the office of the State for inspection by the Local Government. The State will provide not more than four copies of the records when requested by the Local Government.

F. Costs at Termination - If after full execution of this agreement the project is terminated at the request of the Local Government, the Local Government shall be responsible for all (100%) expenses incurred for the project, including indirect costs.

G. Estimate of Project Cost - An estimate of the cost of the project that may be very tentative and made prior to the usual preliminary engineering phase of a project is provided in Exhibit A of this agreement. Neither the estimate provided in Exhibit A or any other estimate of cost provided by the State, shall limit the Local Government's obligations set out in provisions of this agreement.

Article 5. Project Administration and Accomplishment of Work

The State shall use its own forces to provide or shall contract for the following:

- A. Prepare the construction plans, specifications and estimates (PS&E). At the beginning of the construction stage, the construction plans shall be attached hereto, labeled Exhibit B, Project Plans, and made a part hereof.
- B. Coordinate with the Local Government during plan preparation and have the Local Government indicate approval of the project plans by signing the title sheet.
- C. Advertise for bids and award the contract.
- D. Supervise the work as required by the construction plans and specifications
- E. Final inspection and acceptance of the completed project.

Article 6. Review of Plans by the Local Government

The Local Government shall provide prompt review of the construction plans when requested by the State. No review shall unduly delay the progress of the project.

Article 7. Local Government Acknowledgment

The Local Government acknowledges that it is not an agent, servant, or employee of the State and further acknowledges full and complete responsibility for its own acts and deeds and for those of its agents or employees during the performance of the work authorized in this contract.

Article 8. Maintenance

After the project has been completed, the Local Government shall accept full ownership and operate and maintain the facility authorized by the agreement for the benefit of and at no charge to the public. This covenant shall survive the completion of construction and termination of this agreement.

Article 9. Sole Agreement

This agreement constitutes the sole agreement between the State and the Local Government concerning this project. Any prior agreement, either written or oral, respecting this project is hereby superseded.

Article 10. Termination

This agreement may be terminated before the project is completed by mutual written consent of both parties with financial responsibilities carried out as assigned in Article 4, Project Funding.

Article 11. Notices

All notices to either party under this agreement shall be delivered personally one to the other or sent by mail or courier, postage pre-paid, to the addresses shown on the signature page of this agreement.

Article 12. Ownership of Documents

Upon completion of the project, all documents prepared by the State shall remain the State's property. The Local Government shall have unlimited and unrestricted use of the documents.

Article 13. Successors and Assigns

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

Article 14. Legal Construction

In the event that one or more of the provisions of this agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 15. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed duplicate counterparts to effectuate these agreements.

THE LOCAL GOVERNMENT WILLIAMSON COUNTY COMMISSIONERS COURT
(Name)

BY John C. Doerfler DATE 7-1-97
(Signature)

John C. Doerfler , Williamson County Judge

Typed Name and Title of Signatory

Under authority of Resolution/~~Ordinance~~ Number 17 Dated June 10, 1997

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission under authority of Minute Order 100002 for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved by the Texas Transportation Commission.

By _____ DATE _____
Robert L. Wilson, P.E., Director, Design Division

For the purposes of this agreement, notices shall be deemed delivered when addressed and mailed to the following:

The Local Government:

Texas Department of Transportation District Office:

Williamson County Courthouse
Second Floor
710 Main Street
Georgetown, Texas 78626

P. O. Drawer 15426
Austin, Texas 78761-5426

County Williamson
 CSJ 0914-05-095
 Project BR 97 (549)OX
 Road/Street CR 129
 Local Designation No. _____
 Date of Agreement Execution By Local
 Government _____

EXHIBIT A TO
 CONSTRUCTION AND MAINTENANCE
 AGREEMENT
 FOR BRIDGE REPLACEMENT OR REHABILITATION
 OFF THE STATE SYSTEM - TENTATIVE ESTIMATE OF COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	\$ 31,500.00	
Indirect Costs on PE	\$ 2,255.00	
PE Costs Plus Indirect Costs	♦ \$ 33,755.00	
Ten (10) Percent Local Government Participation in the Sum of PE Plus Indirect Costs on PE (1st payment)		\$ 3,376.00
Construction	\$210,000.00	
Engineering and Contingency (E&C)	\$ 23,100.00	
Construction Plus E&C	\$233,100.00	
Indirect Costs on the Sum of Construction and E&C	\$ 16,690.00	
The Sum of Construction, E&C and Attendant Indirect Costs	♦ \$249,790.00	
Ten (10) Percent Local Government Participation in the Sum of Construction, E&C and Attendant Indirect Costs (2nd payment)		\$ 24,979.00
Total Local Government Participation		\$ 28,355.00
Total Project Cost (Including Indirect Costs)	♦♦ \$283,545.00	

AGENDA ITEM # 28July 1, 1997*

Consider approving lease agreement between Richard Pfiel and Williamson County Tax Office for building located at 113 West 4th Street in Taylor.

Moved: Commissioner Hays

Seconded: Commissioner Mehevec

Motion: To approve lease agreement between Richard Pfiel and Williamson County Tax Office for building located at 113 West 4th Street in Taylor, and building at 117 West 4th Street in Taylor eliminating numbers 9 and 10 of the agreement for a 1 year lease.

Vote: Motion carried 5 - 0

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