

AGENDA ITEM 29

Discuss and consider approval of TxDOT Advance Funding Interlocal Agreement for FM 1431/CR 175.

Mike Weaver addressed the court concerning the proposed agreement for \$297,117, which the county would give to TxDOT to build turn lanes at the intersection of FM 1431 to access CR 175.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve the TxDOT Advance Funding Agreement for FM 1431/CR 175.

Vote: 3 - 0

< Attachment >

OPTIONAL FORM NO (7-80)		# of pages ▶	
FAX TRANSMITTAL			
To <u>Mike W.</u>	From <u>ROGER Cisneros</u>		
Dept./Agency	Phone #		
Fax # <u>445-7064</u>	Fax #		
<small>NSN 7540-01-517-7388 5010-101 GENERAL SERVICES ADMINISTRATION</small>			

CSJ: 1378-02-028
 Project # CC 1378-2-28
 County Williamson
 Highway: RM 1431 at CR 175

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT (LPAFA) FOR VOLUNTARY
 TRANSPORTATION IMPROVEMENT PROJECTS (ON-SYSTEM)**

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

WITNESSETH

WHEREAS, Transportation Code, Chapter 201 and Transportation Code, Chapter 221 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Commission Minute Order Number 107420 authorizes the State to undertake and complete a highway improvement generally described as adding an acceleration and deceleration on RM 1431 at CR 175 in Williamson County; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as such, hereinafter called the "Project"; and,

WHEREAS, Transportation Code, §201.209 allows the State to enter into an interlocal agreement with a Local Government; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

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, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered. The period of this LPAFA is as stated in the MAFA, without exception.

Article 2. Project Funding and Work Responsibilities. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

Article 3. Right of Access. If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work. The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 4. Responsibilities of the Parties. Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

Article 5. Document and Information Exchange. The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider.

Article 6. Interest. Interest will be under the conditions as provided for in the MAFA, without exception.

Article 7. Inspection and Conduct of Work. Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 8. Increased Costs. Increased cost will be under the conditions as provided for in the MAFA, without exception.

Article 9. Maintenance. Project Maintenance will be under the conditions as provided for in the MAFA, without exception.

Article 10. Termination. Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Article 11 Notices. Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government: Honorable John Doerfler
Williamson County Judge
8th and Austin Avenue
Georgetown, Texas 78626

Article 12. Sole Agreement. Sole Agreement of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

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.

CSJ 1378-02-028

Project # CC 1378-2-28

Article 14. Amendments. Amendments to this LPAFA shall be made as described in the MAFA, without exception.

Article 15. Incorporation of Master Agreement Provisions. This LPAFA incorporates all relevant provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

Article 16. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

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.

By _____ Date _____
Austin District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government Williamson County, Texas

By Mike Heiligenstein Date 1-7-03

Typed or Printed Name and Title MIKE HEILIGENSTEIN
County Commissioner, Presiding

Attachment A
Payment Provisions and
Work Responsibilities

1. Work Responsibilities

This Project consists of the design and construction of an acceleration and deceleration lane on RM 1431 at CR 175.

The Local Government will be responsible for the clearance of: Utilities, Right of Way, Environmental and Design further described in the Master Agreement Governing Local Transportation Project, executed in October of 2001.

The Local Government shall contact Mike Walker, Austin District Environmental Coordinator at 512/832-7168 for coordination with all environmental documents.

The State shall be responsible for the construction phase of this project as described in the Master Agreement Governing Local Transportation Project, executed in October of 2001.

Maintenance of this Project shall be as designated in the Master Agreement Governing Local transportation Project, executed in October of 2001.

2. Payment Provisions

The Local Government shall be responsible for 100% of the costs required to build the Project. The Project costs are estimated below:

Bid Items	\$258,622.00
Engineering Inspection (11%)	\$ 28,448.00
TxDOT Estimated Administration Costs (3.5%)	<u>\$ 10,047.00</u>
Estimated Project Costs	\$297,117.00

Indirect Costs will not be applied to the Project. Any additional costs required to complete the project will be requested from the Local Government after completion of the Project. Any costs remaining in the Project after completion of the Project and a final audit has been conducted, will be promptly paid to the Local Government, if deemed due.

The Local Government shall submit a check in the amount of \$297,117.00 immediately upon receipt of an executed agreement. A fully executed agreement and all funding is required prior to this project being considering active by the State.

AGENDA ITEM 30

Discuss and take appropriate action on road bond program.

Mike Weaver addressed the court concerning various issues. He discussed problems with Pedernales Electric Cooperative regarding right-of-way and utility easements for the Parmer Lane project north of FM 2243 and other project locations. He stated that the first RMA board meeting will be held on January 29, 2003 at 9:00 a.m. at the Marriott at La Frontera in Round Rock.

No action was taken on this agenda item.

AGENDA ITEM 31

Discuss and take appropriate action on jail/courthouse annex expansion.

Ed Lee stated the shuttle service to the Justice Center started on Monday, January 6, 2003, and appears to be running smoothly. He said that there are some concrete problems on 4th floor of the parking garage, and that they will be reviewing the situation. He stated that they are monitoring the problem closely to safeguard the durability of the concrete used on the project. He said that the pre-bid conference for the Annex will be held today, January 7, with a bid date of January 16, 2003.

No action was taken on this agenda item.

AGENDA ITEM 32

Discuss and take appropriate action on the park advisory committee.

No action was taken on this agenda item.

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 10:52 A.M. ON TUESDAY, JANUARY 7, 2003.

AGENDA ITEM 33

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 10:57 A.M. ON TUESDAY, JANUARY 7, 2003.

AGENDA ITEM 34

Discuss and take appropriate action on real estate.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To authorize the law firm of Sheets & Crossfield to initiate condemnation proceedings on parcel 19, Parmer Lane Extension, and parcel 413 for SH 45.

Vote: **3 - 0**

< Attachment >