

AGENDA ITEM 38

Consider approving Change Order No. 7 on CR 175 for HNTB.

Mike Weaver addressed the court regarding **CR 175**.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To table this agenda item until the October 14, 2003 meeting.

Vote: **4 – 0. Commissioner Limmer was absent from the dais.**

AGENDA ITEM 39

Consider and approve a resolution to TxDOT requesting cost participation to perform roadway improvements on US 79.

Mike Weaver addressed the court regarding the advance funding agreement with TxDOT as it pertains to **US 79**, from **CR 139** to **IH 35**.

Moved: **Commissioner Limmer**

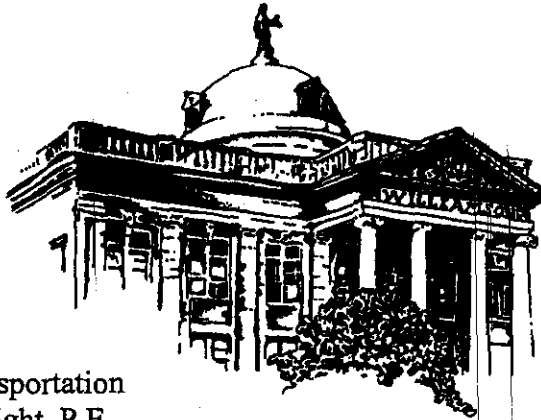
Seconded: **Commissioner Boatright**

Motion: To agree on a resolution to TxDOT requesting cost participation to perform roadway improvements on **US 79**.

Vote: **5 - 0**

< Attachment >

John C. Doerfler
County Judge
Williamson County



WILLIAMSON COUNTY COURTHOUSE
710 MAIN, SECOND FLOOR
GEORGETOWN, TEXAS 78626
PHONE (512) 943-1550
FAX (512) 943-1662

September 23, 2003

Texas Department of Transportation
Ms. Patricia L. Crews-Weight, P.E.
District Design Engineer
P.O. Drawer 15426
Austin, Texas 78761-5426

RE: Resolution – US 79 Cost Participation

Dear Ms. Crews-Weight:

Attached is a copy of a Resolution passed by the Williamson County Commissioner's Court requesting that the Texas Department of Transportation participate in the cost of upgrading US 79 from CR 110 to the Taylor Loop (Loop 427) to a 4-lane divided facility. The resolution requests that TxDOT provide project management, construction phase services, and maintenance of the completed project.

The County also agrees to provide all engineering services for Environmental, PS&E and Construction, actual construction costs, any necessary right of way or drainage easement acquisition for the interim construction, and any applicable utility relocation costs.

Also attached is TxDOT's copy of the executed Local Transportation Project Advance Funding Agreement.

Sincerely,

John C. Doerfler 9-30-03

John C. Doerfler
Williamson County Judge

Attachment: Williamson County Resolution
TxDOT Local Transportation Project Advance Funding Agreement

Cc: Commissioner Frankie Limmer, Precinct 4
Joe England, P.E., Williamson County Engineer
Michael J. Weaver, Prime Strategies, Inc.
Paul Petrich, P.E., HNTB

Resolution

The State of Texas }

} Know All Men By These Presents:

County of Williamson }

That on this, the 23rd day of September, A. D. 2003, the Commissioners Court of Williamson County, Texas, met duly called and convened lawful Session at the County Courthouse in Georgetown, Texas, with the following members present:

John Doerfler, County Judge, Presiding
Mike Heiligenstein, Commissioner Precinct One, and
Greg Boatright, Commissioner Precinct Two, and
David Hays, Commissioner Precinct Three, and
Frankie Limmer, Commissioner Precinct Four

WHERE, among other matters, came up for consideration and adoption the following Resolution:

WHEREAS, the expansion of US 79 was identified in the Williamson County Multi-Corridor Transportation Plan as a priority project and identified in the County's November 2000 bond referendum; and

WHEREAS, US 79 in Williamson County is a significant component of the Texas Trunk System, representing over 10% of the roadway in Texas; and

WHEREAS, existing US 79 between CR 110 and the Taylor Loop (Loop 427) is an undivided 4-lane rural roadway; and

WHEREAS, the Texas Department of Transportation Bryan, Tyler and Atlanta District Offices are currently pursuing expansion of US 79 to a 4-lane divided facility; and

WHEREAS, Williamson County is pursuing project development of facilities parallel to US 79, such as the Hutto Bypass project, that would provide additional east-west travel capacity and assist in alleviating traffic on US 79; and

WHEREAS, the expansion of US 79 to a 4-lane divided facility would improve local and regional mobility, improve safety conditions, and generally support the Texas Department of Transportation's current and proposed policies regarding improved traffic flow operation and safety; and

WHEREAS, Williamson County has committed to provide all engineering services for Environmental, PS&E and Construction, actual construction costs, any

necessary right of way or drainage easement acquisition for the interim construction, and any applicable utility relocation costs; and

WHEREAS, the total estimated construction cost of the Project is \$7,300,000.00.

NOW, THEREFORE BE IT RESOLVED that the Commissioners Court of Williamson County requests that TxDOT provide at no cost to the County project management, construction phase services, and maintenance of the completed US 79 4-lane divided facility from CR 110 to the Taylor Loop (Loop 427).

The foregoing Resolution was lawfully moved by COMM. LIMMER, duly seconded by COMM. BOATRIGHT, and was then adopted by a vote of FIVE voting for and ZERO voting against. County Judge John C. Doerfler was duly authorized to sign said resolution as the act and deed of Commissioner's Court of Williamson County and of said County.

John C. Doerfler 9-30-03
John Doerfler, Williamson County Judge

Nancy E. Rister
Nancy Rister, Williamson County Clerk

Attest:

CSJ: 204-01-056, 0204-02-026 & 0204-03-038

County: Williamson

Highway: US 79

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT**

THIS AGREEMENT (the 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 acting by and through its 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 85094 authorizes the State to undertake and complete highway improvements consisting of upgrading US 79 from CR 110 to West of Taylor West City Limits, further described in Section 2. Scope of Work; hereinafter called the Project; 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**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

Project Limits - County Road 110 from 0.40 Mi. West of Taylor West City Limits - Upgrade to a 4-Lane divided section from 0.27 mile west of County Road 402 to 0.40 mile West of Taylor West City Limits. Upgrade roadway from Cottonwood Creek to 0.27 mile West of County Road 402 to a 5-Lane Section. (Costs for 5-Lane section, under construction by TxDOT, will not be considered part of this project).

3. Local Project Sources and Uses of Funds

- a. The total estimated construction cost of the Project is \$7,300,000.00. The Local Government will be responsible for actual construction costs.

CSJ: 204-01-056, 0204-02-026 & 0204-03-038

County: Williamson

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- b. The Local Government will be responsible for all non-federal or non-State participation costs associated with the construction phase of the Project, including any overruns in excess of the approved local project budget unless approved otherwise in an amendment to this Agreement.
- c. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit the Project Costs stated in Section A.
- d. In the event the State determines that additional funding is required by the Local Government for the construction phase, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- e. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government or the State will be promptly paid by the owing party.
- f. The State will not pay interest on any funds provided by the Local Government.

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.

If the required right of way encroaches upon existing utilities and the proposed project requires their adjustment, removal or relocation, the Local Government will be responsible for determining the scope of utility work and notify the appropriate utility company to schedule adjustments.

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. This includes, but is not limited to: 43 TAC §15.55 relating to Construction Cost Participation; 43 TAC §21.21 relating to State Participation in Relocation, Adjustment, and/or Removal of Utilities; and, 43 TAC§ 21.31 et seq. relating to Utility Accommodation. The Local Government will be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the project, unless this work is provided by the owners of the utility facilities:

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County: Williamson

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- a. per agreement;
- b. per applicable statutes or rules, or;
- c. as specified otherwise in this Agreement.

Prior to letting a construction contract for the Project, a utility certification must be made available to the State upon request stating that all utilities needing to be adjusted for completion of the construction activity have been adjusted.

7. Environmental Assessment and Mitigation

- a. The Local Government shall prepare or caused to be prepared, the appropriate environmental documentation and secure environmental clearance for the Project. For guidance and approval of the environmental documentation, the Local Government shall contact Mike Walker, TxDOT Environmental Coordinator, telephone number 512/832-7168.
- b. To the extent required to complete the Project, the Local Government shall be responsible for the mitigation and remediation of any environmental problems associated with the development of the Project. All costs associated with the remediation of the environmental problems shall be the responsibility of the Local Government.
- c. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remedied prior to the State's scheduled bid advertisement date.

8. 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).

9. Architectural and Engineering Service

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 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.

10. Right of Way and Real Property

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The Local Government is responsible for the provision and acquisition of any needed right of way or real property. Coordination with the Austin District Office to assure compliance with State regulations is required.

11. Utility Adjustments/Relocations

If the proposed construction requires the adjustment, removal or relocation of any utility facilities, the Local Government shall be responsible for establishing the necessary utility work and notifying the appropriate utility company to design and schedule their adjustments. The Local Government shall be responsible for all costs associated with the adjustment not assumed by the utility company. Removal or relocation of such utilities shall be in accordance with applicable laws, regulations, policies and procedures. In the event additional utilities are required to be adjusted, removed or relocated during the construction of the Project, the Local Government will be responsible for all costs associated with the additional utility work within its jurisdiction. The Local Government shall be responsible for any reimbursements to the construction contractor due to delays caused by encountered utilities during construction.

12. Construction Responsibilities

- a. The State shall advertise for construction bids, issue bid proposals, receives 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.

13. Project Maintenance

The State shall be responsible for the maintenance of the completed Project.

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:

State: Mr. Robert B. Daigh, P.E.
Austin District Engineer
P. O. Drawer 15426
Austin, Texas 78761-5426

Local Government: Honorable John C. Doerfler

CSJ: 204-01-056, 0204-02-026 & 0204-03-038

County: Williamson

Highway: US 79

Williamson County Judge
710 Main, Second Floor
Georgetown, Texas 78626

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. Signatory Warranty

CSJ: 204-01-056, 0204-02-026 & 0204-03-038

County: Williamson

Highway: US 79

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

Name John C. Daefler

John C. Doerfler - County Judge
Printed Name and Title

9-30-03
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.

Robert B. Daigh, P.E.
Austin District Engineer

Date _____

AGENDA ITEM 40

Discuss and take appropriate action on road bond program.

Paul Petrich addressed the court with an update regarding Capital Metro.

AGENDA ITEM 41

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

Ed Lee addressed the court regarding interior and exterior work being done on the expansion of the jail/courthouse annex expansion.

AGENDA ITEM 42

Consider approving a budget amendment from cash ending balance to:

0100-0570-003314	Contract Housing for Prisoners	765,000.00
0100-0453-004621	Copier Rental & Supplies	400.00

Moved: **Commissioner Hays**
Seconded: **Commissioner Heiligenstein**

Motion: To approve a budget amendment from cash ending balance to:

0100-0570-003314	Contract Housing for Prisoners	765,000.00
0100-0453-004621	Copier Rental & Supplies	400.00

Vote: 5 - 0

< Attachment >