

## Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

July 3, 2008

Williamson County  
CSJ: 0914-05-144, 0914-05-145 and 0914-05-146  
CR 279, CR 200 and CR 336  
Off-System Safety Projects

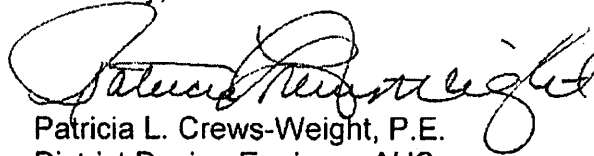
Honorable Dan Gattis, Sr.  
County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

Dear Judge Gattis:

The above referenced projects on various county roads consist of improving guardrail and safety treating fixed objects under the Off-System Safety Program. The bid opening date is scheduled for September 9-10, 2008. As required by Advance Funding Agreements executed December 5 & 6, 2007, the balance of the estimated cost of construction including engineering and contingencies is due at least thirty (30) days prior to the date set for advertising for the construction bids. Therefore, a check made payable to the Texas Department of Transportation Trust Fund, in the amount of \$62,659.24 (\$18,960.03+\$37,248.11+\$6,451.10) is due no later than **August 19, 2008** to keep this project on the September letting. A copy of the latest engineer's estimate is attached.

If you have any questions, you can contact me at (512) 832-7050.

Sincerely,



Patricia L. Crews-Weight, P.E.  
District Design Engineer-AUS

cc: John Wagner, P.E., Area Engineer  
Chris Hatla  
Danny Stabeno

CONTRACT NO. 00000000  
 PROJECT STP 2008(453)HES  
 CONTROL 0914-05-144  
 HIGHWAY CR  
 COUNTY WILLIAMSON  
 DISTRICT 14

PLANS ESTIMATE  
 TEXAS DEPARTMENT OF TRANSPORTATION

LINE NO.	ITEM NO.	DESC CODE	S.P. NO. ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
				FWP: EDCP: TAPERED MATCH:				

DISTRICT 14 COUNTY WILLIAMSON CONTROL 0914-05-144 LENGTH 7.000 STP 2008(453)HES

TYPE: IMPROVE GUARDRAIL AND SAFETY TREAT  
 LIMITS FROM: COUNTY RD 279 FR LIBERTY HILL SCL  
 TO : TO RM 2243

CONTINGENCY %: 8.00 INDIRECT %: 5.61 ENGINEERING %: 9.00

100 PREPARED: JUNE 2008

500 ROADWAY

NET LENGTH 7.000 MILES

600	0150	2002		BLADING	HR	24.000	\$	105.000	\$	2,520.00
700	0164	2021	002	CELL FBR MLCH SEED(PERM)(RURAL)(SANDY)	SY	3,389.000		.200		677.80
800	0164	2029	002	CELL FBR MLCH SEED(TEMP)(WARM)	SY	1,694.000		.200		338.80
900	0164	2031	002	CELL FBR MLCH SEED(TEMP)(COOL)	SY	1,694.000		.200		338.80
1000	0168	2001		VEGETATIVE WATERING	MG	102.000		12.000		1,224.00
1100	0467	2288		SET (TY II)(24 IN)(RCP)(6:1)(P)	EA	2.000		900.000		1,800.00
1200	0467	2301		SET (TY II)(18 IN)(CMP)(6:1)(P)	EA	2.000		850.000		1,700.00
1300	0467	2335		SET (TY II)(DES 1)(CMP)(6:1)(P)	EA	2.000		900.000		1,800.00
1400	0467	2336		SET (TY II)(DES 2)(CMP)(6:1)(P)	EA	34.000		750.000		25,500.00
1500	0467	2337		SET (TY II)(DES 3)(CMP)(6:1)(P)	EA	4.000		1,200.000		4,800.00
1600	0500	2001	005	MOBILIZATION	LS	12,375.170		1.000		12,375.17
1700	0502	2001	033	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.000		5,350.000		5,350.00
1800	0506	2034	010	TEMPORARY SEDIMENT CONTROL FENCE	LF	3,410.000		2.700		9,207.00
1900	0540	2001		MTL W-BEAM GD FEN (TLM POST)	LF	1,900.000		19.000		36,100.00
2000	0540	2005		TERMINAL ANCHOR SECTION	EA	10.000		575.000		5,750.00
2100	0542	2001		REMOVING METAL BEAM GUARD FENCE	LF	300.000		2.500		750.00
2200	0542	2002		REMOVING TERMINAL ANCHOR SECTION	EA	11.000		155.000		1,705.00
2300	0544	2006		GDRAIL END TRT(INST)(WOOD POST)(TY III)	EA	18.000		2,350.000		42,300.00
2400	0560	2004	001	MAILBOX INSTALL-S (WC-POST) TY 3 FND	EA	30.000		140.000		4,200.00
2500	0560	2005	001	MAILBOX INSTALL-D (WC-POST) TY 3 FND	EA	2.000		170.000		340.00
2600	0560	2009	001	MAILBOX INSTALL-M (TNG-POST) TY 1 FND	EA	1.000		300.000		300.00
2700	0658	2241		INSTL DEL ASSM (D-SW)SZ 1(FLX)GF2(BI)	EA	41.000		55.000		2,255.00

LINE NO.	ITEM NO.	DESC CODE	S.P. NO. ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
2800	0658	2314		INSTL OM ASSM (OM-2X) (WC) GND	EA	12.000	\$ 60.000	\$ 720.00

SUBTOTAL	\$ 162,051.57
CONTINGENCIES	12,964.13
INDIRECT	<del>9,091.09</del>
ENGINEERING	14,584.64

TOTAL ROADWAY	\$	198,691.43	17,622.28
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SUMMARY: CONTROL 0914-05-144 PROJECT STP 2008(453)HES

	ESTIMATED COST	LENGTH
ROADWAY	\$ 198,691.43	7.000
TOTAL PROJECT	\$ 198,691.43	7.000
TOTAL BID ITEMS	\$ 162,051.57	

## FUNDING TOTALS

APFN CODE	APPL PCT	TOTAL PROJ COST	FED PCT	FEDERAL FUNDS	STA PCT	STATE FUNDS	LOC PCT	LOCAL FUNDS	PARTICIPATION TYPE CODE MULT
LS3	100.0	\$ 198,691.43	90.0	\$ 178,822.28	0.0	\$ 0.00	10.0	\$ 19,869.14	

CONTRACT NO. 00000000  
 PROJECT STP 2008(401)HES  
 CONTROL 0914-05-145  
 HIGHWAY CR  
 COUNTY WILLIAMSON  
 DISTRICT 14

PLANS ESTIMATE  
 TEXAS DEPARTMENT OF TRANSPORTATION

LINE NO.	ITEM NO.	DESC CODE	S.P. NO. ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
				PWP: N EDCP: TAPERED MATCH:				

DISTRICT 14 COUNTY WILLIAMSON CONTROL 0914-05-145 LENGTH 7.200 STP 2008(401)HES

TYPE: IMPRV GUARDRL & SAFETY TREAT OBJET  
 LIMITS FROM: CR 200 FROM CR 236  
 TO : TO SH29

CONTINGENCY %: 8.00 INDIRECT %: 5.61 ENGINEERING %: 9.00

100 PREPARED: JUNE 2008

500 ROADWAY

NET LENGTH 7.200 MILES

600	0100	2002	002	PREPARING ROW	STA	2.000	\$	2,300.000	\$	4,600.00
700	0104	2009		REMOVING CONC (RIPRAP)	SY	28.000		9.500		266.00
800	0104	2031		REMOVING CONC (HEADWALL)	CY	13.000		310.000		4,030.00
900	0110	2002		EXCAVATION (CHANNEL)	CY	150.000		5.000		750.00
1000	0137	2019		EMBANKMENT (VEHICLE) (ORD COMP) (TY B)	CY	120.000		17.000		2,040.00
1100	0150	2002		BLADING	HR	35.000		105.000		3,675.00
1200	0164	2021	002	CELL FBR MLCH SEED(PERM) (RURAL) (SANDY)	SY	4,278.000		.200		855.60
1300	0164	2029	002	CELL FBR MLCH SEED(TEMP) (WARM)	SY	2,139.000		.200		427.80
1400	0164	2031	002	CELL FBR MLCH SEED(TEMP) (COOL)	SY	2,139.000		.200		427.80
1500	0168	2001		VEGETATIVE WATERING	MG	128.000		12.000		1,536.00
1600	0400	2006		CUT & RESTORING PAV	SY	25.000		85.000		2,125.00
1700	0432	2066		RIPRAP (CONC) (CL B)	CY	12.500		305.000		3,812.50
1800	0450	2011		RAIL (TY T6)	LF	128.000		62.000		7,936.00
1900	0459	2011		GABION MATTRESSES (GALV) (12 IN)	SY	150.000		52.000		7,800.00
2000	0460	2003		CMP (GAL STL 18 IN)	LF	6.000		46.000		276.00
2100	0460	2014		CMP AR (GAL STL DES 2)	LF	70.000		45.000		3,150.00
2200	0460	2015		CMP AR (GAL STL DES 3)	LF	8.000		48.000		384.00
2300	0464	2005		RC PIPE (CL III) (24 IN)	LF	4.000		65.000		260.00
2400	0467	2224		SET (TY II) (24 IN) (RCP) (4:1) (C)	EA	2.000		850.000		1,700.00
2500	0467	2260		SET (TY II) (18 IN) (CMP) (4:1) (C)	EA	2.000		1,200.000		2,400.00
2600	0467	2286		SET (TY II) (18 IN) (RCP) (6:1) (P)	EA	1.000		580.000		580.00
2700	0467	2299		SET (TY II) (12 IN) (CMP) (6:1) (P)	EA	4.000		700.000		2,800.00

LINE NO.	ITEM NO.	DESC CODE	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
2800	0467	2301			SET (TY II) (18 IN) (CMP) (6:1) (P)	EA	7.000	\$ 850.000	\$ 5,950.00
2900	0467	2303			SET (TY II) (24 IN) (CMP) (6:1) (P)	EA	2.000	1,100.000	2,200.00
3000	0467	2322			SET (TY II) (DES 2) (CMP) (4:1) (C)	EA	2.000	1,050.000	2,100.00
3100	0467	2323			SET (TY II) (DES 3) (CMP) (4:1) (C)	EA	2.000	800.000	1,600.00
3200	0467	2329			SET (TY II) (DES 2) (CMP) (6:1) (C)	EA	2.000	750.000	1,500.00
3300	0467	2330			SET (TY II) (DES 3) (CMP) (6:1) (C)	EA	2.000	825.000	1,650.00
3400	0467	2336			SET (TY II) (DES 2) (CMP) (6:1) (P)	EA	46.000	750.000	34,500.00
3500	0467	2337			SET (TY II) (DES 3) (CMP) (6:1) (P)	EA	10.000	1,200.000	12,000.00
3600	0467	2565			SET (TY I) (S=28 FT) (HW=4 FT) (4:1) (C)	EA	2.000	12,000.000	24,000.00
3700	0467	2566			SET (TY I) (S=30 FT) (HW=4 FT) (4:1) (C)	EA	2.000	12,000.000	24,000.00
3800	0496	2016			REMOV STR (PIPE)	EA	1.000	300.000	300.00
3900	0500	2001	005		MOBILIZATION	LS	23,641.740	1.000	23,641.74
4000	0502	2001	033		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.000	5,350.000	5,350.00
4100	0506	2034	010		TEMPORARY SEDIMENT CONTROL FENCE	LF	5,095.000	2.700	13,756.50
4200	0540	2001			MTL W-BEAM GD FEN (TIM POST)	LF	2,725.000	19.000	51,775.00
4300	0540	2005			TERMINAL ANCHOR SECTION	EA	15.000	575.000	8,625.00
4400	0542	2001			REMOVING METAL BEAM GUARD FENCE	LF	378.000	2.500	945.00
4500	0542	2002			REMOVING TERMINAL ANCHOR SECTION	EA	10.000	155.000	1,550.00
4600	0544	2002			GUARDRAIL END TREATMENT (MOVE & RESET)	EA	1.000	1,050.000	1,050.00
4700	0544	2006			GDRAIL END TRT (INST) (WOOD POST) (TY III)	EA	15.000	2,350.000	35,250.00
4800	0560	2004	001		MAILBOX INSTALL-S (WC-POST) TY 3 FND	EA	53.000	140.000	7,420.00
4900	0560	2005	001		MAILBOX INSTALL-D (WC-POST) TY 3 FND	EA	7.000	170.000	1,190.00
5000	0560	2009	001		MAILBOX INSTALL-M (TWG-POST) TY 1 FND	EA	3.000	300.000	900.00
5100	0658	2241			INSTL DEL ASSM (D-SW) SZ 1 (FLX) GF2 (BI)	EA	53.000	55.000	2,915.00
5200	0658	2314			INSTL OM ASSM (OM-2X) (WC) GND	EA	31.000	60.000	1,860.00
5300	0752	2025			TREE REMOVAL (24"-30" DIA)	EA	1.000	500.000	500.00

SUBTOTAL \$ 318,359.94  
CONTINGENCIES 25,468.80  
INDIRECT -17,859.99  
ENGINEERING 28,652.39

TOTAL ROADWAY \$ 390,341.12

SUMMARY: CONTROL 0914-05-145 PROJECT STP 2008(401)HES

	ESTIMATED COST	LENGTH
ROADWAY	\$ 390,341.12	7.200
TOTAL PROJECT	\$ 390,341.12	7.200
TOTAL BID ITEMS	\$ 318,359.94	

## FUNDING TOTALS

APPN CODE	APPL PCT	TOTAL PROJ COST	FED PCT	FEDERAL FUNDS	STA PCT	STATE FUNDS	LOC PCT	LOCAL FUNDS	PARTICIPATION TYPE	CODE	MULT
LS3	100.0	\$ 390,341.12	90.0	\$ 351,307.00	0.0	\$ 0.00	10.0	\$ 39,034.11			

CONTRACT NO. 00000000  
 PROJECT STP 2008(454)HES  
 CONTROL 0914-05-146  
 HIGHWAY CR  
 COUNTY WILLIAMSON  
 DISTRICT 14

PLANS ESTIMATE  
 TEXAS DEPARTMENT OF TRANSPORTATION

LINE NO.	ITEM NO.	DESC CODE	S.P. NO. ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
PWP: EDCP: TAPERED MATCH:								
DISTRICT 14 COUNTY WILLIAMSON CONTROL 0914-05-146 LENGTH 1.900 STP 2008(454)HES								
TYPE: IMPRV GRDRL & SAFETY TREAT EX OBJEC								
LIMITS FROM: COUNTY RD 336 FR FM 971								
TO : TO SH 95								
CONTINGENCY %: 8.00 INDIRECT %: 5.61 ENGINEERING %: 9.00								

100 PREPARED: JUNE 2008

500 ROADWAY

NET LENGTH 1.900 MILES

600	0104	2031		REMOVING CONC (HEADWALL)	CY	0.800	\$ 310.000	\$ 248.00
700	0150	2002		BLADING	HR	3.000	105.000	315.00
800	0164	2021	002	CELL FBR MLCH SEED(PERM)(RURAL)(SANDY)	SY	1,056.000	.200	211.20
900	0164	2029	002	CELL FBR MLCH SEED(TEMP)(WARM)	SY	528.000	.200	105.60
1000	0164	2031	002	CELL FBR MLCH SEED(TEMP)(COOL)	SY	528.000	.200	105.60
1100	0168	2001		VEGETATIVE WATERING	MG	32.000	12.000	384.00
1200	0467	2301		SET (TY II)(18 IN)(CMP)(6:1)(P)	EA	4.000	850.000	3,400.00
1300	0467	2323		SET (TY II)(DES 3)(CMP)(4:1)(C)	EA	2.000	800.000	1,600.00
1400	0467	2336		SET (TY II)(DES 2)(CMP)(6:1)(P)	EA	2.000	750.000	1,500.00
1500	0496	2006		REMOV STR (HEADWALL)	EA	2.000	805.000	1,610.00
1600	0496	2008		REMOV STR (BOX CULVERT)	LF	25.000	52.000	1,300.00
1700	0500	2001	005	MOBILIZATION	LS	4,100.700	1.000	4,100.70
1800	0502	2001	033	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.000	5,350.000	5,350.00
1900	0506	2034	010	TEMPORARY SEDIMENT CONTROL FENCE	LF	1,075.000	2.700	2,902.50
2000	0540	2001		MTL W-BEAM GD FEN (TIM POST)	LF	500.000	19.000	9,500.00
2100	0542	2002		REMOVING TERMINAL ANCHOR SECTION	EA	5.000	155.000	775.00
2200	0544	2006		GDRAIL END TRT(INST)(WOOD POST)(TY III)	EA	9.000	2,350.000	21,150.00
2300	0560	2004	001	MAILBOX INSTALL-S (WC-POST) TY 3 FND	EA	1.000	140.000	140.00
2400	0658	2241		INSTL DEL ASSM (D-SW)SZ 1(FLX)GF2(BI)	EA	8.000	55.000	440.00

SUBTOTAL \$ 55,137.60  
 CONTINGENCIES 4,411.01  
 INDIRECT -3,093.22  
 ENGINEERING 4,962.38

TOTAL ROADWAY \$ 67,604.21

64,510.99  
 64,510.99

SUMMARY: CONTROL 0914-05-146 PROJECT STP 2008(454)HES

	ESTIMATED COST	LENGTH
ROADWAY	\$ 67,604.21	1.900
TOTAL PROJECT	\$ 67,604.21	1.900
TOTAL BID ITEMS	\$ 55,137.60	

## FUNDING TOTALS

APPN CODE	APPL PCT	TOTAL PROJ COST	FED PCT	FEDERAL FUNDS	STA PCT	STATE FUNDS	LOC PCT	LOCAL FUNDS	PARTICIPATION TYPE CODE MULT
LS3	100.0 \$	67,604.21	90.0 \$	60,843.78	0.0 \$	0.00	10.0 \$	6,760.42	

## CONTRACT SUMMARY

		ESTIMATED COST	LENGTH
0914-05-144	STP 2008(453)HES		
ROADWAY		\$ 198,691.43	7.000
TOTAL	0914-05-144	\$ 198,691.43	7.000
0914-05-145	STP 2008(401)HES		
ROADWAY		\$ 390,341.12	7.200
TOTAL	0914-05-145	\$ 390,341.12	7.200
0914-05-146	STP 2008(454)HES		
ROADWAY		\$ 67,604.21	1.900
TOTAL	0914-05-146	\$ 67,604.21	1.900
TOTAL BID ITEMS		\$ 555,549.11	
TOTAL CONTINGENCIES COST		\$ 42,843.94	
TOTAL INDIRECT COST		\$ 30,044.30	
TOTAL ENGINEERING COST		\$ 48,199.41	
TOTAL MISCELLANEOUS COST		\$ 0.00	
TOTAL COST		\$ 656,636.76	16.100

198,691.43  
 390,341.12  
 67,604.21  
 42,843.94  
 30,044.30  
 48,199.41  
 0.00  
 656,636.76



MIS.DCS.9602

TEXAS DEPARTMENT OF TRANSPORTATION

CONTRACT SUMMARY

CONTRACT NUMBER	PROJECT NUMBER	COUNTY		TOTAL BID		TOTAL BID + C&I&E
00000000	STP 2008(453)HES,ETC.	246	\$	535,549.11	\$	656,636.77
TOTALS			\$	535,549.11	\$	656,636.77

STATE OF TEXAS

\*

THE COMMISSIONERS COURT  
OF

COUNTY OF WILLIAMSON

\*

WILLIAMSON COUNTY, TEXAS


KNOW ALL MEN BY THESE PRESENT that on this, the 6<sup>th</sup> day of November, 2007 the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

### RESOLUTION:

WHEREAS, An Agreement with Texas Department of Transportation for Williamson County #0914-05-144 CR 279: Liberty Hill School to Old RM 2243. The Project consists of the construction of guardrail improvements and safety treatment of fixed objects which would benefit the citizens of Williamson County.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this 6<sup>th</sup> day of November, 2007

  
Dan A. Galtis, County Judge Pro Tem  
Lizal Birlman

Attest:

  
Nancy E. Rister, County Clerk



# Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

October 4, 2007

Williamson County  
0914-05-145  
CR 200: CR 236 to SH 29

Honorable Dan Gattis, Sr.  
County Judge  
301 SE Interloop, Ste 109  
Georgetown, Texas 76526

Dear Judge Gattis:

Enclosed are two original Advance Funding Agreements for a Hazard Elimination/Safety Project Off-System for the above project. The Project consists of the construction of guardrail improvements and the safety treatment of fixed objects.

Please return two signed and dated documents for further processing by this office. An executed copy will be returned for your records. A minimum of \$1,792 made payable to the Texas Department of Transportation Trust Fund will be required prior to any preliminary engineering work done by the State. The amount of the latest engineers estimate including engineering and contingencies will be required prior to the State's advertisement for bids.

If you have any questions, please contact me at 832-7050.

Sincerely,

Patricia L. Crews-Weight, P.E.  
Director of Design

cc: John Wagner, P.E., Area Engineer  
Mike Walker  
Chris Hatla

THE TEXAS PLAN  
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

*Handwritten notes:*  
OK to process  
OK to process w/ resolution  
P-75 - change check  
M

STATE OF TEXAS §

COUNTY OF TRAVIS §

 **ORIGINAL**

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT  
For A  
Hazard Elimination/Safety Project (Off-System)**

**THIS Local Project Advance Funding Agreement (LPAFA)** 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**, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

**WHEREAS**, the Texas Transportation Commission passed Minute Order 108812 that provides for the development of, and funding for, the project describe herein; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated \_\_\_\_\_, which is attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

**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. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. **Scope of Work**  
The scope of work for this LPAFA is described as guardrail improvement and safety treatment of fixed objects at the location shown on the Map in Attachment B.
5. **Right of Way and Real Property** shall be the responsibility of the Local Government, as stated in the Master Agreement, without exception.
6. **Adjustment of utilities** will be provided by the Local Government as required and as stated in the Master Agreement without exception.

7. The Environmental Assessment and Mitigation Development of a local 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. For this Project
  - 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, unless provided for otherwise in the specific project agreement.
  - b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation, unless provided for otherwise in the specific project agreement.
  - c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
  - d. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
8. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
9. Architectural and Engineering Services will be provided by the State. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law. The design shall conform to the AASHTO design criteria and 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 hereto.

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.
10. Construction Responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.
11. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
12. Local Project Sources and Uses of Funds
  - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C. Any work done prior to federal authorization will not be eligible for reimbursement.
  - b. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
  - c. The Local Government is responsible for all non-federal and non-state funding, including all project cost overruns, unless otherwise provided for in this Agreement or through amendment of this agreement.
  - d. Prior to the performance of any engineering or review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

- e. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
  - f. 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 Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
  - g. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
  - 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. Any 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.
13. Document and Information Exchange.  
Does not apply to this Project
14. Incorporation of Master Agreement Provisions. This LPAFA incorporates all of the governing 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.
15. 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.
16. 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** Williamson County

By: \_\_\_\_\_

(Signature)

Title: \_\_\_\_\_

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.

By: \_\_\_\_\_

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

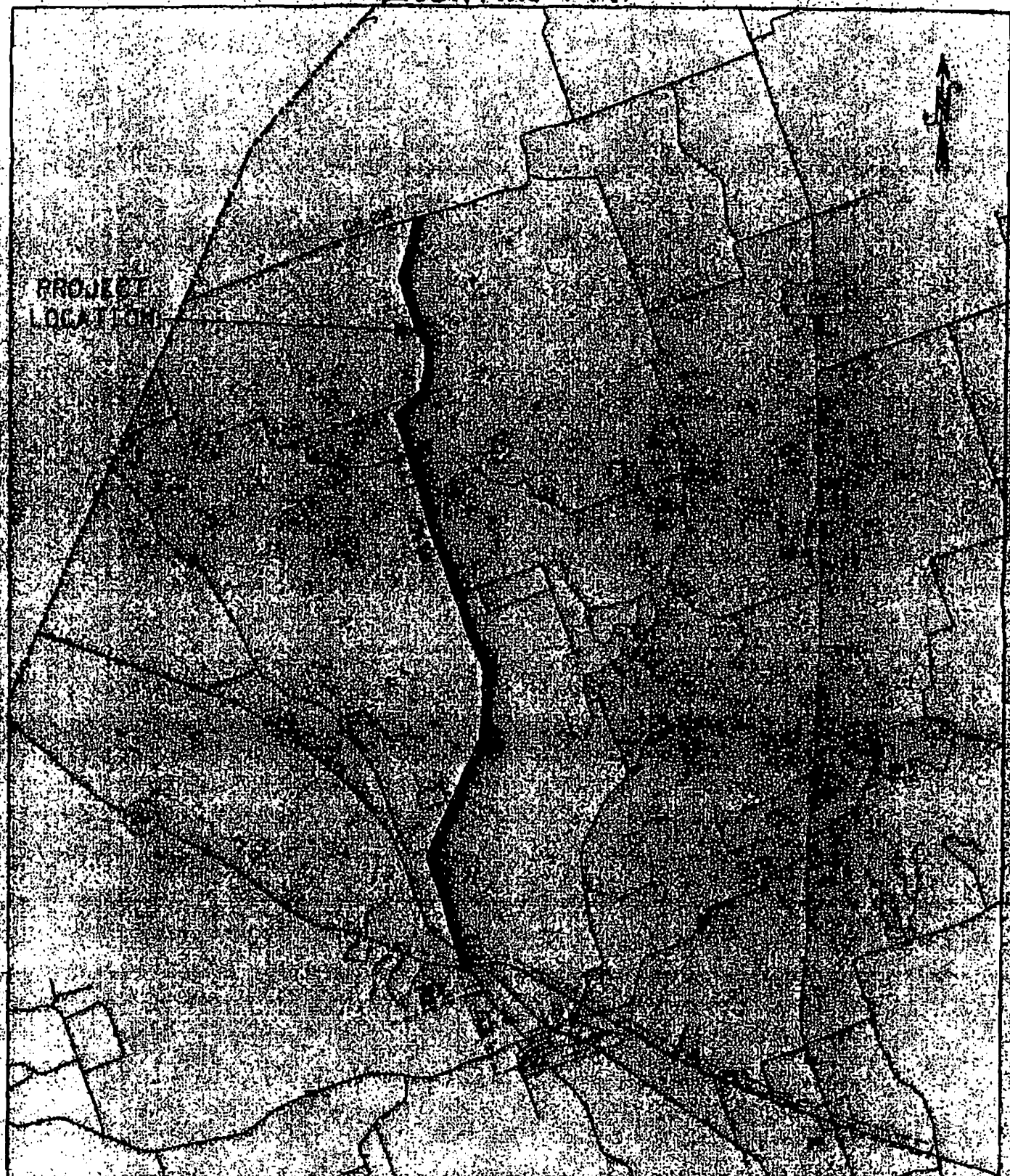
Date: \_\_\_\_\_

CSJ 0914-05-145  
District # 14  
Code Chart 64 #50246  
CR 200: CR 236 to SH 29

**ATTACHMENT A**  
**Resolution of Local Government**  
**Approving This LPAFA**



# LOCATION MAP



FED. RD. DIST. #	TEXAS	DISTRICT 14
ROADWAY: CR 200	FROM: SH 25	TO: CR 235
PROJECT: OFF SYSTEM HES	COUNTY: WILLIAMSON	

LOCATION MAP  
TASK NO. 18



**ATTACHMENT C**  
**Project Budget Estimate and Source Of Funds**

The Local Government will participate in the cost of the installation of guardrail improvements and safety treatment of fixed objects on CR 200 from CR 236 to SH 29, which is an off-system location. The Local Government's participation is 10% of the cost of this particular improvement and the other 90% will be paid for with federal funds. The Local Government's estimated participation of this additional work is \$15,654, including preliminary engineering, construction items, and engineering and contingencies, and Direct Costs. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
3. CONSTRUCTION COSTS							
Guardrail improvement and safety treatment of fixed objects	\$119,500	90%	\$107,550	0%	\$0	10%	\$11,950
Preliminary Engineering (including plan review)(15%)	\$17,925	90%	\$16,133	0%	\$0	10%	\$1,792
Construction Engineering and Inspection (17%)	\$20,315	90%	\$18,284	0%	\$0	10%	\$2,031
Subtotal	\$157,740		\$141,967		\$0		\$15,773
Indirect State Costs (no local participation required except for service projects)	\$0		\$0		\$0		\$0
TOTAL	\$157,740		\$141,967		\$0		\$15,773

**Direct State Cost will be based on actual charges.**

**Local Government's Participation (10%) = \$15,773**

This is an estimate only; final participation amounts will be based on actual charges to the project.



# Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

October 4, 2007

Williamson County  
0914-05-146  
CR 336: From FM 971 to SH 95

Honorable Dan Gattis, Sr.  
County Judge  
301 SE Interloop, Ste 109  
Georgetown, Texas 76526

Dear Judge Gattis:

Enclosed are two original Advance Funding Agreements for a Hazard Elimination/Safety Project Off-System for the above project. The Project consists of the construction of guardrail improvements and the safety treatment of fixed objects.

Please return two signed and dated documents for further processing by this office. An executed copy will be returned for your records. A minimum of \$2,022 made payable to the Texas Department of Transportation Trust Fund will be required prior to any preliminary engineering work done by the State. The amount of the latest engineers estimate including engineering and contingencies will be required prior to the State's advertisement for bids.

If you have any questions, please contact me at 832-7050.

Sincerely,

Patricia L. Crews-Weight, P.E.  
Director of Design

cc: John Wagner, P.E., Area Engineer  
Mike Walker  
Chris Hatla

OK to  
process w/  
resolution  
ck to P-75  
M

STATE OF TEXAS §

COUNTY OF TRAVIS §

 **ORIGINAL**

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT  
For A  
Hazard Elimination/Safety Project (Off-System)**

**THIS Local Project Advance Funding Agreement (LPAFA)** 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**, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

**WHEREAS**, the Texas Transportation Commission passed Minute Order 108812 that provides for the development of, and funding for, the project describe herein; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated \_\_\_\_\_, which is attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

**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. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. **Scope of Work**  
The scope of work for this LPAFA is described as guardrail improvement and safety treatment of fixed objects at the location shown on the Map in Attachment B.
5. Right of Way and Real Property shall be the responsibility of the Local Government, as stated in the Master Agreement, without exception.
6. Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement without exception.

7. The Environmental Assessment and Mitigation Development of a local 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. For this Project
  - 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, unless provided for otherwise in the specific project agreement.
  - b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation, unless provided for otherwise in the specific project agreement.
  - c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
  - d. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
8. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
9. Architectural and Engineering Services will be provided by the State. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law. The design shall conform to the AASHTO design criteria and 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 hereto.

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.
10. Construction Responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.
11. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
12. Local Project Sources and Uses of Funds
  - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C. Any work done prior to federal authorization will not be eligible for reimbursement.
  - b. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
  - c. The Local Government is responsible for all non-federal and non-state funding, including all project cost overruns, unless otherwise provided for in this Agreement or through amendment of this agreement.
  - d. Prior to the performance of any engineering or review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

- e. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
  - f. 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 Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
  - g. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
  - 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. Any 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.
13. Document and Information Exchange.  
Does not apply to this Project
14. Incorporation of Master Agreement Provisions. This LPAFA incorporates all of the governing 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.
15. 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.
16. 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 Williamson County

By:

(Signature)

Title:

Date:

*[Signature]*  
Williamson Co. Judge Pro Tem  
11-6-07

**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:

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

Date:

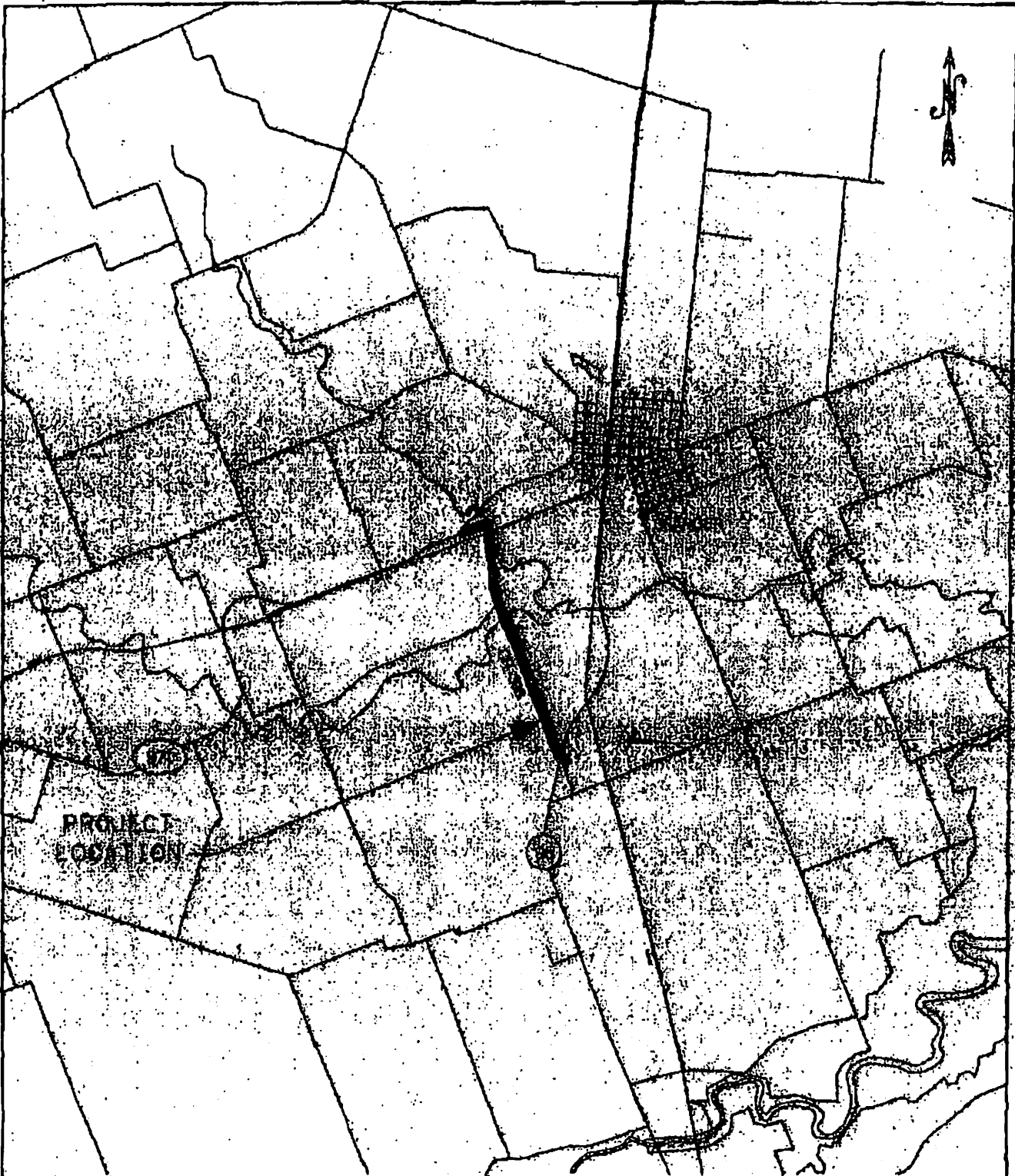
\_\_\_\_\_

CSJ 0914-05-148  
District # 14  
Code Chart 64 #50246  
CR 336: FM 971 to SH 95

**ATTACHMENT A**  
**Resolution of Local Government**  
**Approving This LPAFA**



# LOCATION MAP



FED. RD. DIV 6

TEXAS

DISTRICT 14

ROADWAY: CR 834

FROM: FM 971

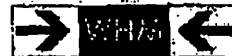
TO: SH 95

PROJECT: OFF SYSTEM HES

COUNTY: WILLIAMSON

LOCATION MAP

TASK NO. 53



**ATTACHMENT C**  
**Project Budget Estimate and Source of Funds**

The Local Government will participate in the cost of the installation of guardrail improvements and safety treatment of fixed objects on CR 336 from FM 971 to SH 95, which is an off-system location. The Local Government's participation is 10% of the cost of this particular improvement and the other 90% will be paid for with federal funds. The Local Government's estimated participation of this additional work is \$17,659, including preliminary engineering, construction items, and engineering and contingencies, and Direct Costs. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
Guardrail improvement and safety treatment of fixed objects	\$134,800	90%	\$121,320	0%	\$0	10%	\$13,480
Preliminary Engineering (including plan review)(15%)	\$20,220	90%	\$18,198	0%	\$0	10%	\$2,022
Construction Engineering and Inspection (17%)	\$21,568	90%	\$19,411	0%	\$0	10%	\$2,157
Subtotal	\$176,588		\$158,929		\$0		\$17,659
Indirect State Costs (no local participation required except for service projects)	\$0		\$0		\$0		\$0
TOTAL	\$176,588		\$158,929		\$0		\$17,659

**Direct State Cost will be based on actual charges.**

**Local Government's Participation (10%) = \$17,659**

This is an estimate only; final participation amounts will be based on actual charges to the project.

## Marie Walters

---

**From:** Pam Navarrette [pnavarrette@wilco.org]  
**Sent:** Monday, July 21, 2008 12:30 PM  
**To:** Marie Walters  
**Subject:** RE: TxDOT AFA payment authorization

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi Marie,

Below are the payments to TXDOT on each CSJ# below as well as the agreement amount for the budget estimate approved in Commissioner's Court:

CSJ: 0914-05-144 CR 279                      Total \$21,091.00  
Pd ck#283520                      < 2,415.00>  
\$18,676.00 balance owed to TXDOT

TXDOT request \$18,960.03 which is \$284.03 difference

CSJ: 0914-05-145 CR 236 to SH 29                      Total \$15,773.00  
Pd ck#283521                      < 1,792.00>  
\$13,981.00 balance owed to TXDOT

TXDOT request \$38,248.11 which is \$23,267.11 difference

CSJ: 0914-05-146 CR 336                      Total \$17,659.00  
Pd ck#283522                      < 2,022.00>  
\$15,636.80

TXDOT request \$6,451.10 (no difference actually has \$9,185.70 in surplus)

However, CSJ#0914-05-144 and CSJ#0914-05-145 budget estimate are off by the indicated differences. Those agreements need to be resubmitted to Commissioner's Court for approval for the additional funds requested over and above the original agreements.

Let me know if you have any questions,

Thanks, Pam

Pamela Navarrette  
Cost Accountant  
Williamson County  
(512) 943-1573  
pnavarrette@wilco.org

-----Original Message-----

**From:** Marie Walters [mailto:marie@primestrategies.net]  
**Sent:** Monday, July 21, 2008 11:19 AM  
**To:** Pam Navarrette  
**Cc:** Mike Weaver  
**Subject:** TxDOT AFA payment authorization

Hi Pam,

Attached is a payment request from TxDOT for CR 279 (0914-05-144), CR 200 (0914-05-145) and CR 336 (0914-05-146). Also attached are the partially executed copies of the Advanced Funding Agreements (If the County does have fully executed copies the Judge's office must have them) and resolutions authorizing payment. It seems to me that payment authorization does not need to appear on the County's agenda since these appeared on the Court's agenda back on 11/06/2007.

Do you need original copies of these documents to cut checks? Also, do your records show already sending payment on these?

Give me a call if need to discuss.

Marie R. Walters

Prime Strategies, Inc.  
(512) 637-6849

-----Original Message-----

From: Michael J. Weaver [mailto:mike@primestrategies.net]  
Sent: Monday, July 21, 2008 8:29 AM  
To: Marie Walters  
Subject: FW:

Please process for next weeks agenda and tell pam to fund with 2001 safety and mobility dollars thanks

-----Original Message-----

From: Joe England [mailto:jengland@wilco.org]  
Sent: Monday, July 21, 2008 7:09 AM  
To: Michael J. Weaver  
Subject: RE:

Yes, Kennedy Engineering did this. Please use safety funds. Thanks.

Joe M. England  
Joe M. England, P.E.  
Williamson County Engineer  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626  
512-943-3336

-----Original Message-----

From: Michael J. Weaver [mailto:mike@primestrategies.net]  
Sent: Friday, July 18, 2008 1:47 PM  
To: Joe England  
Subject: FW:

are you aware of this ok with it?? If so we can process and take the money out of 2001 bonds safety and mobility

-----Original Message-----

From: Peggy Vasquez [mailto:pvasquez@wilco.org]  
Sent: Thursday, July 17, 2008 5:22 PM  
To: Michael J. Weaver; Marie Walters  
Subject: FW:

Attached please find for your review request for funding in the amount of \$62,659.24 on Advance Funding Agreements CSJ: 0914-05-144, 0914-05-145, 0914-05-146 with a due date no later than August 19, 2008 to keep the project on

the September letting. Please advise as to how to proceed.

Peggy Vasquez  
Executive Assistant  
Williamson County Judge  
Dan A. Gattis  
710 Main Street, Suite 101  
Georgetown, TX 78626  
(512) 943-1577  
(512) 943-1662 fax  
pvasquez@wilco.org

The information contained in this e-mail is intended only for the use of the individual or entity to which it is addressed and it may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient (or the employee or agent responsible to deliver it to the intended recipient), you are hereby notified that any dissemination, distribution, or copying of this e-mail is prohibited. If you have received this e-mail in error, please immediately notify the sender by a telephone call at the number listed above or by return e-mail. It is understood and agreed that Williamson County, Texas upon release of these electronic files is no longer responsible for their use or modification. The user of the attached electronic media accepts full responsibility and liability for any consequences arising from the use of this electronic data.

-----Original Message-----

From: CS5050@wilco.org [mailto:CS5050@wilco.org]  
Sent: Thursday, July 17, 2008 11:58 AM  
To: Peggy Vasquez  
Subject:

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CS-5050  
[00:c0:ee:1a:f6:4f]  
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