

CSJ #: 1016-07-012
Project: FM 1138
Limits: North of CR 595 to South of CR 913
District #: 18 - Dallas
Code Chart 64 #: 50043
County: Collin

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

ON SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and Collin County, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 201 and 222 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, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

WHEREAS, Texas Transportation Commission Minute Order Number 115550 authorizes the State to undertake and complete a highway improvement generally described as the rehabilitation of existing roadway along FM 1138 from north of CR 595 to south of CR 913 in Collin 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 the construction of left and right turn lanes, driveways and drainage improvements along FM 1138 from north of CR 595 to south of CR 913 in Collin County, 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. Time Period Covered

The period of this Local Project Advance Funding Agreement (LPAFA) is as stated in the Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA), without exception.

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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 and Exhibit 1 which are 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, and Exhibit 1 also specify 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.

3. Payment of Funds

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." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project. If after final Project accounting excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

4. 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.

5. Adjustments Outside the Project Site

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.

6. Responsibilities of the Parties

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

7. 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. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

8. 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

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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 in this agreement by reference, or special specifications approved by the State.

9. Increased Cost

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

10. Maintenance

Project maintenance will be under the conditions as provided for in the MAFA, without exception.

11. Termination

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

12. Notices

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

Local Government:	State:
County Administrator Collin County 2300 Bloomdale Road, Suite 4192 McKinney, Texas 75071	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

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.

14. Amendments

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

15. Incorporation of Master Agreement Provisions

This LPAFA incorporates all relevant provisions of the MAFA in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted in this agreement. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

16. State Auditor

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.

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Attachment A
PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will be responsible for 100% of the construction items and cost overruns for the State to construct left and right turn lanes, driveways and drainage improvements along FM 1138 from north of CR 595 to south of CR 913 in Collin County.

The Project cost is to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
Construction (by State)	\$689,018	0%	\$0.00	0%	\$0.00	100%	\$689,018
Direct State Costs @ 7.23%	\$49,816	0%	\$0.00	0%	\$0.00	100%	\$49,816
Subtotal	\$738,834		\$0.00		\$0.00		\$738,834
Indirect State Costs at @ 4.52%	\$31,144	0%	\$0.00	100%	\$31,144	0%	\$0.00
TOTAL	\$769,978		\$0.00		\$31,144		\$738,834

Total Estimated Local Government Participation = **\$738,834**

Total Estimated Payment by the Local Government to the State on full execution of this Agreement= **\$738,834**

This is an estimate only. The final amount of Local Government participation will be based on actual cost.

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EXHIBIT 1

CONSTRUCTION COST ITEMS

The basis for calculating the Project cost is as follows:

LINE ITEM	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
		Mobilization	LS	1	\$115,000.00	\$115,000.00
		Unclassified Roadway Excavation	CY	281	\$64.00	\$17,984.00
		Embankment	CY	2,560.00	\$35.00	\$89,600.00
		HMAC (Type C)(2")(Surface)	SY	9,651.00	\$13.00	\$125,463.00
		HMAC (Type B)(6")(Base)	SY	4,155.00	\$40.50	\$168,277.50
		18" RCP	LF	134.00	\$84.00	\$11,256.00
		24" RCP	LF	115.00	\$101.00	\$11,615.00
		Safety End Treatment (18")(PSET-SP)(6:1 Slope)	EA	3.00	\$1,400.00	\$4,200.00
		Safety End Treatment (24")(PSET-SP)(6:1 Slope)	EA	3.00	\$2,000.00	\$6,000.00
		Parallel Wingwall (24")(CH-PW-0)(3:1 Slope)(H=7')	EA	1.00	\$19,000.00	\$19,000.00
		Trench Excavation Protection for Storm Sewer	LF	249.00	\$6.00	\$1,494.00
		Work Zone Traffic Control	LS	1.00	\$53,000.00	\$53,000.00
		Traffic Sign & Post Assembly	EA	5.00	\$800.00	\$4,000.00
		Reflective Pavement Marker (CI B, Ty 1-C)	EA	50.00	\$5.00	\$250.00
		Reflective Pavement Marker (CI B, Ty II-A-A)	EA	345.00	\$5.00	\$1,725.00
		Reflectorized Pavement Marking (4")(Yellow)(Solid)	LF	6,860.00	\$0.50	\$3,430.00
		Reflectorized Pavement Marking (4")(White)(Solid)	LF	3,520.00	\$0.50	\$1,760.00
		Reflectorized Pavement Marking (8")(White)(Solid)	LF	925.00	\$1.00	\$925.00
		Reflectorized Pavement Marking (ONLY)	EA	5.00	\$120.00	\$600.00
		Reflectorized Pavement Marking (Arrow)	EA	5.00	\$100.00	\$500.00
		Metal Beam Guard Fence (GF (31)-14)	LF	41.00	\$26.00	\$1,066.00
		Single Guardrail Terminal (SGT (12S) 31-18)	EA	1.00	\$1,250.00	\$1,250.00
		Terminal Anchor Section (GF (31) DAT-14)	EA	1.00	\$2,800.00	\$2,800.00
		Silt Fence (Install, Maintain, Remove)	LF	965.00	\$5.50	\$5,307.50
		Rock Filter Dam	LF	35.00	\$55.00	\$1,925.00
		Erosion Control Log Filter Dam	LF	90.00	\$11.00	\$990.00
		Hydromulch	SY	10,500.00	\$3.20	\$33,600.00
		Storm Water Pollution Prevention Plan	LS	1.00	\$6,000.00	\$6,000.00
TOTAL						\$689,018.00