

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Thursday, the 8th day of November, 2012 at 1:00 p.m., in the County Courtroom of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Kit Herrington, David Warren, Dick Martin, and James Olsen.

1. 1:07 P.M. Motion to convene by Comm. Herrington sec by Comm. Warren
All voted aye motion carried
2. Opening prayer by Commissioner Martin
3. Pledge of Allegiance
4. Public Comments-No comments

CONSENT AGENDA

Motion to approve the consent agenda items 5-10 by Comm. Herrington sec by Comm. Martin

All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of October 22, 2012, and October 29, 2012
6. Motion to approve and pay bills as submitted by the County Auditor including current bills and payroll (paid 10/31/2012).
7. Motion to approve the minutes of the October 4th, 2012 Planning and Zoning meeting
TO WIT PG 977-978
8. Motion to approve a replat in Rustling Oaks Section 1, Block A. lots 23 & 24 for Marvin Clack
9. Motion to approve a replat in Rustling Oaks Section 1, Block A lots 15, 16, & 17 for Larry Travis
10. Motion to approve a replat in Amy Land Company lot 85 for Tim Coffey

REGULAR AGENDA

11. No action taken on burn ban remains off
12. Motion to approve Interlocal Cooperation Contract DPS, reprographics and

Distribution Services with Navarro County Sheriff by Comm. Olsen sec by
Comm. Warren **TO WIT PG 979-980**
All voted aye motion carried

13. Motion to approve Agreement with TxDot regarding Local Match
Fund Participation of Federal off System Bridge Program for SECR 3040 and
NWCR 2310 by Comm. Martin sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 981-1054**
14. Motion to approve to declare 2 Fujitsu SCSI Scanners as salvage by Comm.
Olsen sec by Comm. Warren **TO WIT PG 1055**
All voted aye motion carried
15. Motion to approve specific use permit for a used manufactured home in S & W
Ranch lot 8 for Lewis and Angela Dillon, the manufactured home is a 1992
model contingent upon home not to be used for rental property by Comm. Warren
sec by Comm. Herrington
All voted aye motion carried
16. No action taken on variance application to drill within two hundred (200) feet of
a boundary line of a property that has a cell tower located on it for Dallas
Production, location is near the intersection of SECR 3280 and SECR 3240
17. Motion to approve special use permit to drill for oil in Lake-shore area for Dallas
Production, location is near the intersection of SECR 3280 and SECR 3240
subject to completed waiver by SBA by Comm. Martin sec by Comm. Herrington
All voted aye motion carried

Item 20 taken up at this time

18. Motion to go into Executive Session pursuant to the Texas Government Code
Section 551.071 to discuss Pending/Anticipated Litigation by Comm. Olsen sec
by Comm. Warren
All voted aye motion carried

Motion to come out of Executive Session by Comm. Herrington sec by Comm.
Warren
All voted aye motion carried

19. No action taken on Executive Session pursuant to the Texas Government Code
Section 551.071 to discuss Pending/Anticipated Litigation
20. Presentation by Don Gonzales with Estrada Hinojosa

21. Motion to recess until Friday at 9:00 A.M. by Comm. Martin sec by Comm. Warren
All voted aye motion carried

9:05 A.M. Motion to come out of recess by Comm. Herrington sec by Comm. Warren
All voted aye motion carried

22. Presentation by Ben Rosenberg with Coastal Securities

23. Presentation by Mike Brown with Government Capitol Securities

27. Motion to adjourn by Comm. Martin sec by Comm. Warren
All voted aye motion carried

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR NOVEMBER 8th, 2012 AND NOVEMBER 9TH, 2012

SIGNED _____ 9th _____ DAY OF NOVEMBER 2012.


SHERRY DOWD, COUNTY CLERK



1

977



NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Seely - Director

Osha Joles - Addressing

Stanley Young - Environmental Services

Robert Gray - Environmental Services

300 West Third Avenue

Suite 16

Corsicana, TX 75110-4672

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PLANNING AND ZONING COMMISSION MINUTES

October 4th, 2012

5:00 P.M.

The meeting was called to order with seven members present. The roll was called and the attendance was as follows:

Chairman Jacobson – present
Scott Watkins – absent
Carroll Sigman – present
Vicki Farmer – absent
Dennis Bancroft – absent
Charles Irvine – present
Kim Newsome – absent

Vice Chairman Moe –present
Conrad Newton – present
Wayne McGuire - absent
Jeff Smith - present
Dolores Baldwin – absent
Caleb Jackson – absent
Stuart Schoppert - present

Item #2 on the agenda was consideration of the minutes of the September 6th, 2012 Planning and Zoning meeting. Motion to approve by Commissioner Smith, second by Commissioner Sigman, all voted aye.

Item #3 on the agenda was consideration of a replat in Mattie Caston Ph. III lots # 10 & 11 for Daniel Whalen. Motion to approve by Commissioner Sigman, second by Commissioner Irvine, all voted aye.

Item #4 on the agenda was consideration of a replat in Mattie Caston Ph. I lots # 7& 8 Robert McElvany. Motion to approve by Commissioner Irvine, second by Commissioner Newton, all voted aye.

Item #5 on the agenda was consideration of a replat in The Shores Ph. I lots # 227 & 228 for Anthony Altman. Motion to approve by Commissioner Smith, second by Commissioner Sigman, all voted aye.

Item #6 on the agenda was consideration of a replat in Mattie Caston Ph. I lot # 30 for Oleta Walker. Motion to approve by Commissioner Irvine, second by Commissioner Smith, all voted aye.

Item #7 on the agenda was a public hearing on variance requests by James Harris Jr. in Hideaway Harbor. The Board discussed the two variance requests made by Mr. Harris. Mr. Harris informed the Board that the reason for requesting the two variances were due to the topography of the lots.

Item #8 on the agenda was consideration of a variance to build a 40'x 60' metal building roughly ten (10) feet over the building line setback for James Harris Jr. Property is lot #16C in Hideaway Harbor. Motion to approve by Commissioner Irvine, second by Commissioner Newton. The motion was granted with all voting aye, except Commissioner Moe who voted nay.

Item #9 on the agenda was consideration of a variance to build a site built home roughly ten (10) feet over the building line setback for James Harris Jr. Property is lot #15-R in Hideaway Harbor. Motion to approve by Commissioner Irvine, second by Commissioner Sigman. The motion was granted with all voting aye, except Commissioner Moe who voted nay.

Item #10 on the agenda was a public hearing on variance request for Dallas Production to drill for oil within two hundred (200) feet of a boundary line that has a cell tower located on the property. The Board discussed the reasoning for the variance request and heard from Joe Stone, representing Pace Petro & Dallas Production.

Item #11 on the agenda was consideration of a variance application to drill within two hundred (200) feet of a boundary line of a property that has a cell tower located on it for Dallas Production. Location is near the intersection of SE CR 3280 & SE CR 3240. Motion to approve contingent upon obtaining a road bond with County Commissioner Dick Martin and satisfying all requirements regarding screening and landscaping by Commissioner Moe, second by Commissioner Irvine, all voted aye.

Item #12 on the agenda was consideration of special use permit to drill for oil in lake-shore area for Dallas Production. Location is near the intersection of SE CR 3280 & SE CR 3240. Motion to approve contingent upon obtaining a road bond with County Commissioner Dick Martin and satisfying all requirements regarding screening and landscaping by Commissioner Irvine, second by Commissioner Newton, all voted aye.

Item #13 on the agenda was an information session on Sunset Cove Marina. The Board discussed the previously approved zoning change to commercial, specific use permit for an RV park and the variance for a dump station granted to Sunset Cove Marina in January and February of 2012. The Director provided an update on the status of the marina with respect to the granted variance. To date, Sunset Cove Marina has not applied for a septic system permit from TRWD. The marina is currently using the existing septic system on the property for septic disposal. The sixteen RV slots approved through the specific use permit have not been constructed. The Planning & Zoning staff will monitor the use of the RV park and keep in contact with TRWD.

Adjourn.

**INTERLOCAL COOPERATION CONTRACT
DPS, REPROGRAPHICS & DISTRIBUTION SERVICES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999**

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT is entered into by and between the Texas Department of Public Safety and the local government agency below as the Contract Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Contract Act," Government Code, Chapter 791, and in furtherance of the responsibilities of the Texas Department of Public Safety as provided in Government Code, Chapter 411.

I. CONTRACTING PARTIES

The Receiving Agency: Navarro County

Complete Address: 300 West Third Avenue Corsicana, Texas 75110

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICE TO BE PERFORMED:

The Texas Department of Public Safety will provide, in accordance with the procedures set forth in Department rules, certain forms, manuals, gunshot residue kit, and supplies for the Receiving Agency to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this Contract is to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs.

III BASIS FOR CALCULATING COSTS:

Costs shall be in accordance with the attached document (revised price sheet).

IV. PAYMENT FOR SUPPLIES:

Receiving Agency shall submit full payment to the Department of Public Safety at the timer of the order. Payment shall be made from the Receiving Agency's current revenues.

V. TERMS OF CONTRACT

This contract shall become effective September 1, 2011 and shall terminate on August 31, 2013.

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this contract.

RECEIVING AGENCY

PERFORMING AGENCY

Navajo County
Name of Agency

TEXAS DEPARTMENT OF PUBLIC SAFETY
Name of Agency

By: [Signature]
Authorized Signature

By: SANDRA FULENWIDER, DAD
Authorized Signature

County Judge
Title

Deputy Assistant Director
Title

Date: 11-8-12

Date: 12-3-12



Texas Department of Transportation

10/22/2012

County Navarro
CSJ 0918-18-125
Project BR 0918-18-125
Road/Street SE CR 3040
NBI Str. No. 181750AA0427001
Local Desig. No. AA427-001

**SUBJECT: Approval of Waiver of Local Match Fund Participation on
Federal Off-System Bridge Program Project**

The Honorable H. M. Davenport
Navarro County Judge
300 West Third Avenue
Corsicana, Texas 75110

Dear Judge Davenport:

Subsequent to the request from your governing body dated 10/22/2012, and subject to compliance with all requirements of Texas Administrative Code, Title 43, Section 15.55(d), approval is granted for waiver of the local match fund participation requirement on the subject project.

In order to complete this arrangement, it is now necessary that the attached formal written agreement (or amendment to previous agreement) be executed between the State and your governing body. If the agreement (or agreement amendment) is acceptable, please execute both originals and return them to this office for final execution by the State. On final execution, one of the originals of the agreement (or agreement amendment) will be returned to you for your files.

Bill Hale, P.E.
Dallas District Engineer

Attachment: Local Project Advance Funding Agreements (LPAFA)



NAVARRO COUNTY COMMISSIONERS' COURT

Kit Herrington - Precinct 1

Dick Martin - Precinct 2

David "Butch" Warren - Precinct 3

James Olsen - Precinct 4

300 West Third Avenue, Suite 14

Corsicana, Texas 75110-4672

Julie Ferguson

Administrative Coordinator

Phone (903) 654 - 3030

Fax (903) 874-6053

The Honorable H. M. Davenport
Navarro County Judge
300 West Third Avenue
Corsicana, Texas 75110

County Navarro
Project BR 0918-18-125
Road/Street CR SE 3040
NBI Str. No. 181750AA0427001
Local Desig. No. AA427-001

SUBJECT: Request for Waiver of Local Match Fund
Participation Requirement on Federal
Off-System Bridge Program Project

Darwin J. Myers, P.E.
Texas Department of Transportation
P.O. Box 16
Corsicana, Texas 75151

Dear Mr. Myers:

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), this Local Government requests waiver of the local match fund participation requirement on the above referenced federal off-system bridge program project referred to as the "participation-waived" project. In return for waiver of this participation, it is proposed that our governing body perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridge(s) or deficient mainlane cross-drainage structure(s), referred to as "equivalent-match project(s)", within the jurisdiction of our governing body.

A copy of the appropriate required resolution adopted by our governing body is attached.

H. M. Davenport, *H.M. Davenport*
Navarro County Judge *By: Julie Ferguson*

Attachment: Resolution

For TxDOT Use Only

WJH Waiver Approved 10/22/12

_____ Waiver Disapproved _____

FY 2012 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY NAVARRO APPLICANT NAVARRO COUNTY

District Contact Information

Name: Judge H.M. Davenport Telephone: 903-654-3025

If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) **YES** or NO

If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or **NO**
2 Population (2009 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	DEV
CSJ:	0918-18-125
ESTIMATED LETTING DATE	March-17

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits from and to

ON CR SE 3040 AT CEDAR CREEK

PROJECT SCOPE- Give type of work

REPLACE BRIDGE AND APPROACHES

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Insufficient tax revenue to pay funding shares.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

					Total Adjustment -	66
1. Project Component	2. Est. Total Cost (\$)	3. Local Participation (%)		4. Est. Required Local Match (\$)	5. Local Participation After Adjustment (\$)	
Preliminary Engineering	\$85,000	10%		\$8,500	\$2,890	
Construction	\$295,000	10%		\$29,500	\$10,030	
				\$0	\$0	
Construction Engineering	\$29,028	10%		\$2,903	\$987	
TOTAL	\$409,028			\$40,903	\$13,907	

Approved by W. J. Hill Date 10/22/12

AFFIDAVIT

The State of Texas,

County of Navarro

Before me, Julie Ferguson, a notary public in and for the State of Texas, on this day personally appeared H M Ravenport, who being by me duly sworn, upon oath says:

I, H M. Ravenport, representing the city/county of Navarro, having been duly elected on

January 1, 2007 and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

[Signature]
Signature

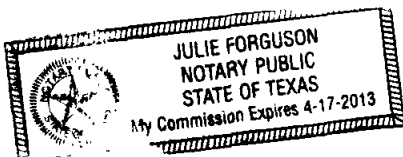
10-18-12
Date

Subscribed and sworn to before me, by the said Julie Ferguson, this 18th day of October, 2012, to certify which witness my hand and seal of office.

My commission expires 4-17, 2013.

Julie Ferguson
Official Signature

Julie Ferguson
Printed or stamped name of Notary



CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Local Project Advance Funding Agreement (the LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State," and the County of Navarro acting by and through its duly authorized officials, 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, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at SE CR 3040 at Cedar Creek, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 113074, dated April 26, 2012 and

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

AGREEMENT

1. Period of this Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this Agreement

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. The LPAFA may be terminated by the State if the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

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

4. Remedies

Remedies for defaults under this LPAFA shall be made as described in the Master Agreement, without exception.

5. Scope of Work

The scope of work for this LPAFA is the replacement or rehabilitation of the bridges identified in the recitals of this LPAFA. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this LPAFA and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

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, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted,

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the 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.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this LPAFA.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. The Local Government does not need to provide certifications to the State concerning this matter.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. 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 Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

Construction responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

12. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B. A source of funds estimate is also provided in Attachment D. Attachment D shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The Local Government participation is based upon the State's estimate of the eligible work at the time this LPAFA is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this LPAFA, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D as the local contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) 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

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

estimated construction oversight and construction costs and any other costs owed.

- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall 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.
- H. Whenever funds are paid by the Local Government to the State under this LPAFA, 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 to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this LPAFA.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 3.4 percent (3.4%).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract

CSJ #: 0918-18-125
 District #: 18-Dallas
 Code Chart 64 #: 50175
 Project: SE CR 3040 at Cedar Creek
 NBI Structure #: 18-1750AA0427-001
 Federal Highway Administration CFDA #: 20.205
 Not Research and Development
 County: Navarro

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. An 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.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. **Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this LPAFA shows a list of EMPs under this LPAFA.
- B. **Project Cost Estimate for PWP.** Attachment D to this LPAFA shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. **Credit against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this LPAFA.
- D. **Responsibilities of the Local Government on EMPs**
 - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

17. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

18. Incorporation Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

19. Local Government Restrictions

In the case that the local government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

20. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

21. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size,



NAVARRO COUNTY COMMISSIONERS' COURT

Kit Herrington - Precinct 1
 Dick Martin - Precinct 2
 David "Butch" Warren - Precinct 3
 James Olsen - Precinct 4
 Phone (903) 654 - 3030

300 West Third Avenue, Suite 14
 Corsicana, TX. 75110-4672

Julie Ferguson
 Administrative Coordinator
 Fax (903) 874-6053

RESOLUTION

The State of Texas
 County of Navarro

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Navarro County, hereinafter referred to as the Local Government owns a bridge located at CEDAR CREEK, on CR SE 3040, National Bridge Inventory (NBI) Structure Number 181750AA0427001, Local Designation Number AA427-001; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 112696 dated May 2011. Control-Section-Job (CSJ) Number 0918-18-125; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 3.4 percent.

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$14,926 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

994

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBf Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

WHEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
CRSE 4250 2.2 MI E. OF SH 309 AT ALLIGATOR CREEK NBI# 181750AA0405001	Yes	Replace existing wooden bridge with new comparable structure.	\$40,000

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

Passed and approved on this the 24th day of Sept by the Navarro County Commissioners Court.

By: [Signature]
H.M. Davenport
County Judge

By: [Signature]
Kit Herrington
Commissioner, Precinct 1

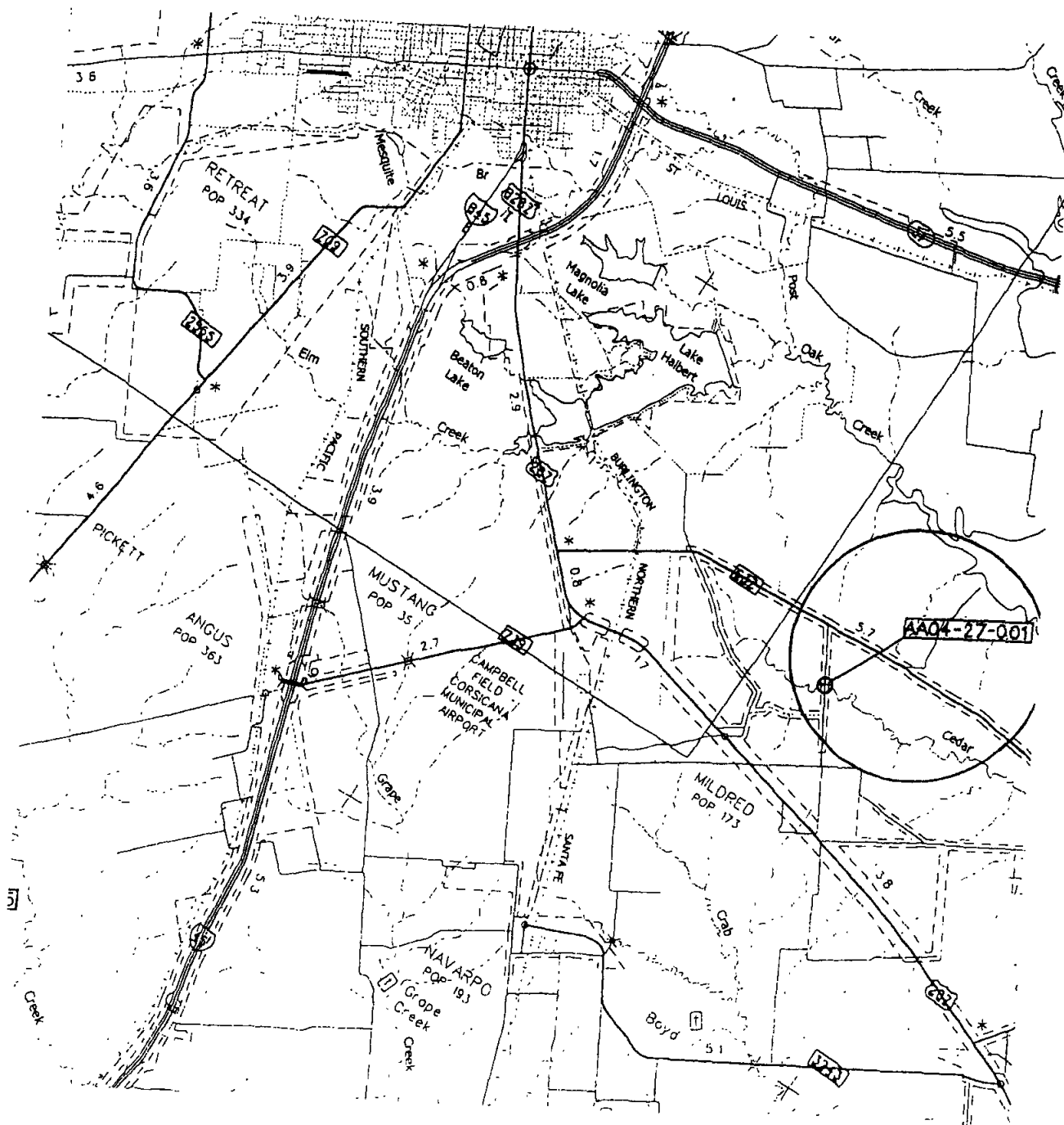
By: [Signature]
Dick Martin
Commissioner, Precinct 2

By: [Signature]
James Olsen
Commissioner, Precinct 4

By: [Signature]
Butch Warren
Commissioner, Precinct 3

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

ATTACHMENT B PROJECT LOCATION MAP



998

CSJ #: 0918-18-125
 District #: 18-Dallas
 Code Chart 64 #: 50175
 Project: SE CR 3040 at Cedar Creek
 NBI Structure #: 18-1750AA0427-001
 Federal Highway Administration CFDA #: 20.205
 Not Research and Development
 County: Navarro

**ATTACHMENT C **
 LIST OF DISTRICT ENGINEER APPROVED
 EQUIVALENT MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
CR SE 4250, 2.2 miles East of SH 309 at Alligator Creek (NBI #: 18-1750AA0405-001)	Yes	No	Replace existing wooden bridge with new concrete structure.	\$40,000
Total				\$40,000.00
EMP work credited to this PWP*				\$13,906.95
Balance of EMP work available to associated PWPs				\$0
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
Not Applicable				

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

999

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

**ATTACHMENT D
ESTIMATE OF DIRECT COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$85,000	
Ten Percent (10%) or EDC Adjusted (3.4%) Percent of PE for Local Government Participation		(3) \$2,890
Construction	\$295,000	
Engineering and Contingency (E&C) _(9.84%)	\$29,028	
The Sum of Construction and E&C	(2) \$324,028	
Ten Percent (10%) or EDC Adjusted (3.4%) Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$11,016.95
Amount of Advance Funds Paid by Local Government *		(5) N/A
Amount of Advance Funds to be Paid by Local Government *		(6) N/A
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$13,906.95
Total Project Direct Cost	(1+2) \$409,028	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C – \$13,906.95.

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Local Project Advance Funding Agreement (the LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State," and the County of Navarro acting by and through its duly authorized officials, 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, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at SE CR 3040 at Cedar Creek, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 113074, dated April 26, 2012 and

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

AGREEMENT

1. Period of this Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this Agreement

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. The LPAFA may be terminated by the State if the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

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

4. Remedies

Remedies for defaults under this LPAFA shall be made as described in the Master Agreement, without exception.

5. Scope of Work

The scope of work for this LPAFA is the replacement or rehabilitation of the bridges identified in the recitals of this LPAFA. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this LPAFA and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

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, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted,

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the 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.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this LPAFA.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. The Local Government does not need to provide certifications to the State concerning this matter.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. 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 Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

Construction responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

12. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B. A source of funds estimate is also provided in Attachment D. Attachment D shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The Local Government participation is based upon the State's estimate of the eligible work at the time this LPAFA is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this LPAFA, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D as the local contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) 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

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

- estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall 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.
 - H. Whenever funds are paid by the Local Government to the State under this LPAFA, 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 to the State Project.
 - I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
 - J. The State will not pay interest on any funds provided by the Local Government.
 - K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this LPAFA.
 - L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
 - M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 3.4 percent (3.4%).
 - N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
 - O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract

1005

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

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. An 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.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. **Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this LPAFA shows a list of EMPs under this LPAFA.
- B. **Project Cost Estimate for PWP.** Attachment D to this LPAFA shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. **Credit against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this LPAFA.
- D. **Responsibilities of the Local Government on EMPs**
 - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.

1007

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

17. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

18. Incorporation Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

19. Local Government Restrictions

In the case that the local government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

20. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

21. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size,

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

- and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
 - E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
 - F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

22. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract

1009

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

23. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

24. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as

1010

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

25. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

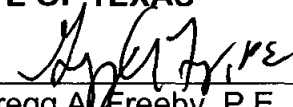
THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT - NAVARRO COUNTY

By: 
H. M. Davenport
Navarro County Judge

Date: November 8, 2012

THE STATE OF TEXAS

By: 
Gregg A. Freeby, P.E.
Director, Bridge Division
Texas Department of Transportation

Date: 11/20/12

1011

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT



1012

ATTACHMENT A

NAVARRO COUNTY COMMISSIONERS' COURT

Kit Herrington - Precinct 1
Dick Martin - Precinct 2
David "Butch" Warren - Precinct 3
James Olsen - Precinct 4
Phone (903) 654 - 3030

300 West Third Avenue, Suite 14
Corsicana, TX. 75110-4672

Julie Forgyson
Administrative Coordinator
Fax (903) 874-6053

RESOLUTION

The State of Texas
County of Navarro

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Navarro County, hereinafter referred to as the Local Government owns a bridge located at CEDAR CREEK, on CR SE 3040, National Bridge Inventory (NBI) Structure Number 181750AA0427001, Local Designation Number AA427-001; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 112696 dated May 2011. Control-Section-Job (CSJ) Number 0918-18-125; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 3.4 percent.

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$14,926 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
CRSE 4250 2.2 MI E. OF SH 309 AT ALLIGATOR CREEK NBI# 181750AA0405001	Yes	Replace existing wooden bridge with new comparable structure.	\$40,000

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

Passed and approved on this the 24th day of Sept by the Navarro County Commissioners Court.

By: [Signature]
H.M. Davenport
County Judge

By: [Signature]
Kit Herrington
Commissioner, Precinct 1

By: [Signature]
Dick Martin
Commissioner, Precinct 2

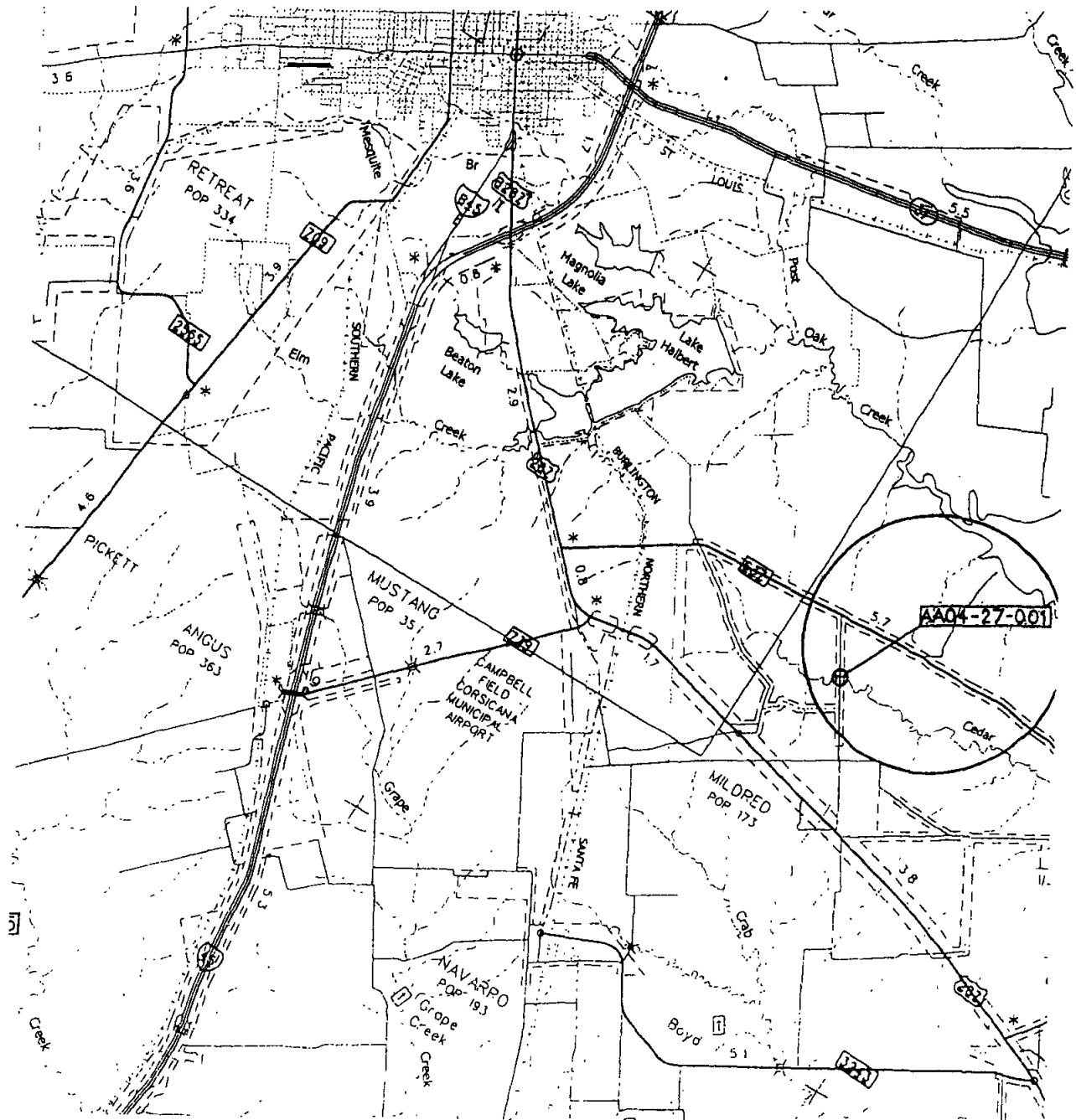
By: [Signature]
James Olsen
Commissioner, Precinct 4

By: [Signature]
Butch Warren
Commissioner, Precinct 3

1015

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

ATTACHMENT B PROJECT LOCATION MAP



1016

CSJ #: 0918-18-125
 District #: 18-Dallas
 Code Chart 64 #: 50175
 Project: SE CR 3040 at Cedar Creek
 NBI Structure #: 18-1750AA0427-001
 Federal Highway Administration CFDA #: 20.205
 Not Research and Development
 County: Navarro

**ATTACHMENT C **
 LIST OF DISTRICT ENGINEER APPROVED
 EQUIVALENT MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
CR SE 4250, 2.2 miles East of SH 309 at Alligator Creek (NBI #: 18-1750AA0405-001)	Yes	No	Replace existing wooden bridge with new concrete structure.	\$40,000
Total				\$40,000.00
EMP work credited to this PWP*				\$13,906.95
Balance of EMP work available to associated PWPs				\$0
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
Not Applicable				

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

CSJ #: 0918-18-125
District #: 18-Dallas
Code Chart 64 #: 50175
Project: SE CR 3040 at Cedar Creek
NBI Structure #: 18-1750AA0427-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

**ATTACHMENT D
ESTIMATE OF DIRECT COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$85,000	
Ten Percent (10%) of EDC Adjusted (3.4%) Percent of PE for Local Government Participation		(3) \$2,890
Construction	\$295,000	
Engineering and Contingency (E&C) _(9.84%)	\$29,028	
The Sum of Construction and E&C	(2) \$324,028	
Ten Percent (10%) of EDC Adjusted (3.4%) Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$11,016.95
Amount of Advance Funds Paid by Local Government *		(5) N/A
Amount of Advance Funds to be Paid by Local Government *		(6) N/A
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$13,906.95
Total Project Direct Cost	(1+2) \$409,028	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C – \$13,906.95.



Texas Department of Transportation

10/22/2012

1018

County Navarro
CSJ 0918-18-126
Project BR 0918-18-126
Road/Street NW CR 2310
NBI Str. No. 181750AA0175001
Local Desig. No. AA175-001

**SUBJECT: Approval of Waiver of Local Match Fund Participation on
Federal Off-System Bridge Program Project**

The Honorable H. M. Davenport
Navarro County Judge
300 West Third Avenue
Corsicana, Texas 75110

Dear Judge Davenport:

Subsequent to the request from your governing body dated 9/17/12, and subject to compliance with all requirements of Texas Administrative Code, Title 43, Section 15.55(d), approval is granted for waiver of the local match fund participation requirement on the subject project.

In order to complete this arrangement, it is now necessary that the attached formal written agreement (or amendment to previous agreement) be executed between the State and your governing body. If the agreement (or agreement amendment) is acceptable, please execute both originals and return them to this office for final execution by the State. On final execution, one of the originals of the agreement (or agreement amendment) will be returned to you for your files.

Bill Hale, P.E.
Dallas District Engineer

Attachment: Local Project Advance Funding Agreements (LPAFA)



1019

NAVARRO COUNTY COMMISSIONERS' COURT

Kit Herrington - Precinct 1

Dick Martin - Precinct 2

David "Butch" Warren - Precinct 3

James Olsen- Precinct 4

300 West Third Avenue, Suite 14

Corsicana, TX. 75110-4672

Julie Forgyson

Administrative Coordinator

Phone (903) 654 - 3030

9/17/2012

Fax (903) 874-6053

The Honorable H. M. Davenport
Navarro County Judge
300 West Third Avenue
Corsicana, Texas 75110

County Navarro
Project BR 0918-18-126
Road/Street NW CR 2310
NBI Str. No. 181750AA0175001
Local Desig. No. AA175-001

SUBJECT: Request for Waiver of Local Match Fund
Participation Requirement on Federal
Off-System Bridge Program Project

Darwin J. Myers, P.E.
Texas Department of Transportation
P.O. Box 16
Corsicana, Texas 75151

Dear Mr. Myers:

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), this Local Government requests waiver of the local match fund participation requirement on the above referenced federal off-system bridge program project referred to as the "participation-waived" project. In return for waiver of this participation, it is proposed that our governing body perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridge(s) or deficient mainlane cross-drainage structure(s), referred to as "equivalent-match project(s)", within the jurisdiction of our governing body.

A copy of the appropriate required resolution adopted by our governing body is attached.

H. M. Davenport,
Navarro County Judge *H.M. Davenport*
By: *Julie Forgyson*

Attachment: Resolution

For TxDOT Use Only

WJK Waiver Approved 10/22/12
_____ Waiver Disapproved _____

FY 2012 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY NAVARRO APPLICANT NAVARRO COUNTY

District Contact Information

Name: Judge H.M. Davenport Telephone: 903-654-3025

If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) **YES** or NO

If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or **NO**
2 Population (2009 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	DEV
CSJ:	0918-18-126
ESTIMATED LETTING DATE	March-15

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits from and to

NW CR 2310 AT RUSH CREEK

PROJECT SCOPE- Give type of work

REPLACE BRIDGE AND APPROACHES

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Insufficient tax revenue to pay funding shares.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

1. Project Component	2. Est. Total Cost (\$)	3. Local Participation (%)	Total Adjustment - 66	
			4. Est. Required Local Match (\$)	5. Local Participation After Adjustment (\$)
Preliminary Engineering	\$85,000	10%	\$8,500	\$2,890
Construction	\$305,000	10%	\$30,500	\$10,370
			\$0	\$0
Construction Engineering	\$30,012	10%	\$3,001	\$1,020
TOTAL	\$420,012		\$42,001	\$14,280

Approved by Will H Date 10/22/12

AFFIDAVIT

The State of Texas,

County of Navarro

Before me, Julie Ferguson, a notary public in and for the State of Texas, on this day personally appeared H.M. Davenport, who being by me duly sworn, upon oath says:

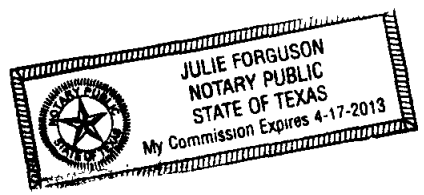
I, H.M. Davenport, representing the city/county of Navarro, having been duly elected on January 1, 2007 and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

Signature [Handwritten Signature]

Date 10-18-12

Subscribed and sworn to before me, by the said Julie Ferguson this 18th day of October, 2012, to certify which witness my hand and seal of office.

My commission expires 4-17, 2013.



Julie Ferguson
Official Signature

Julie Ferguson
Printed or stamped name of Notary

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Local Project Advance Funding Agreement (the LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State," and the County of Navarro acting by and through its duly authorized officials, 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, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at NW CR 2310 at Rush Creek, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 113074, dated April 26, 2012 and

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

AGREEMENT

1. Period of this Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this Agreement

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. The LPAFA may be terminated by the State if the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

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

4. Remedies

Remedies for defaults under this LPAFA shall be made as described in the Master Agreement, without exception.

5. Scope of Work

The scope of work for this LPAFA is the replacement or rehabilitation of the bridges identified in the recitals of this LPAFA. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this LPAFA and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

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, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted,

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the 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.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this LPAFA.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. The Local Government does not need to provide certifications to the State concerning this matter.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. 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 Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

Construction responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

12. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B. A source of funds estimate is also provided in Attachment D. Attachment D shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The Local Government participation is based upon the State's estimate of the eligible work at the time this LPAFA is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this LPAFA, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D as the local contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) 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

CSJ #: 0918-18-126
District #: 18-Dallas
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Project: NW CR 2310 at Rush Creek
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Not Research and Development
County: Navarro

estimated construction oversight and construction costs and any other costs owed.

- G.** If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall 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.
- H.** Whenever funds are paid by the Local Government to the State under this LPAFA, 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 to the State Project.
- I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J.** The State will not pay interest on any funds provided by the Local Government.
- K.** The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this LPAFA.
- L.** The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M.** Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 3.4 percent (3.4%).
- N.** The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- O.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract

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District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
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Not Research and Development
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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. An 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.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. **Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this LPAFA shows a list of EMPs under this LPAFA.
- B. **Project Cost Estimate for PWP.** Attachment D to this LPAFA shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. **Credit against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this LPAFA.
- D. **Responsibilities of the Local Government on EMPs**
 - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

17. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

18. Incorporation Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

19. Local Government Restrictions

In the case that the local government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

20. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

21. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size,

CSJ #: 0918-18-126
 District #: 18-Dallas
 Code Chart 64 #: 50175
 Project: NW CR 2310 at Rush Creek
 NBI Structure #: 18-1750AA0175-001
 Federal Highway Administration CFDA #: 20.205
 Not Research and Development
 County: Navarro

and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

22. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

23. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Local Government agrees that it shall:

- 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
- 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
- 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

24. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

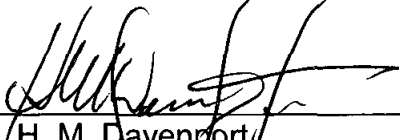
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

25. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

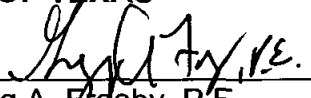
THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT – NAVARRO COUNTY

By: 
H. M. Davenport
Navarro County Judge

Date: November 8, 2012

THE STATE OF TEXAS

By: 
Gregg A. Freeby, P.E.
Director, Bridge Division
Texas Department of Transportation

Date: 11/20/12

1033

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT



NAVARRO COUNTY COMMISSIONERS' COURT

Kit Herrington - Precinct 1
Dick Martin - Precinct 2
David "Butch" Warren - Precinct 3
James Olsen - Precinct 4
Phone (903) 654 - 3030

300 West Third Avenue, Suite 14
Corsicana, TX. 75110-4672

Julie Ferguson
Administrative Coordinator
Fax (903) 874-6053

RESOLUTION

The State of Texas
County of Navarro

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Navarro County, hereinafter referred to as the Local Government owns a bridge located at RUSH CREEK, on NW CR 2310, National Bridge Inventory (NBI) Structure Number 181750AA0175001, Local Designation Number AA175-001; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 112696 dated May 2011. Control-Section-Job (CSJ) Number 0918-18-126; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 3.4 percent.

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$15,334 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
CRNW 4300 1.3 MI. N OF FM 744 TRIB. OF HACKBERRY CRK. NBI# (N/A)	Yes	Replace existing wooden bridge with new comparable structure.	\$32,000

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

Passed and approved on this the 24th day of Sept by the Navarro County
Commissioners Court.

By: [Signature]
H.M. Davenport
County Judge

By: [Signature]
Kit Herrington
Commissioner, Precinct 1

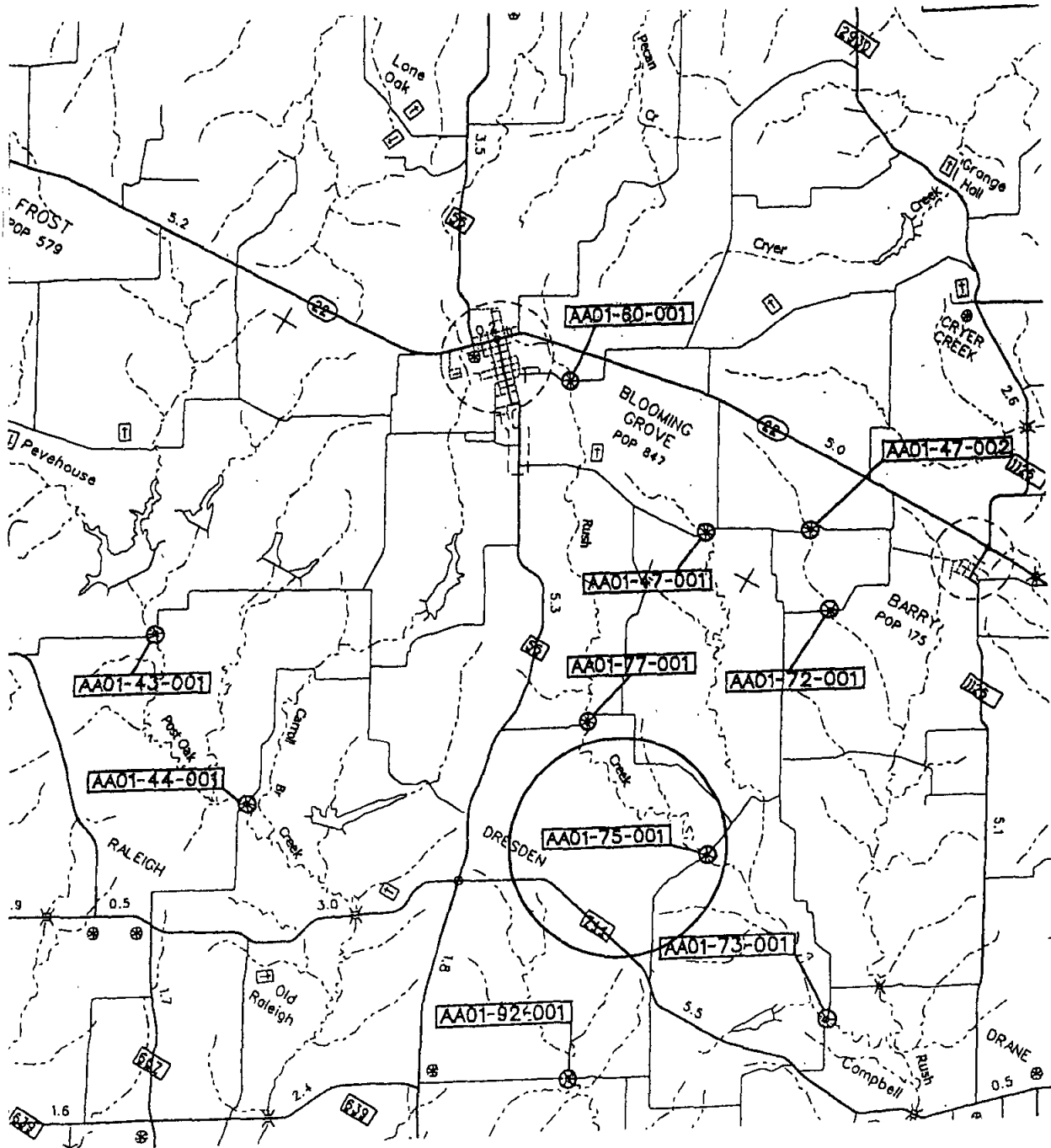
By: [Signature]
Dick Martin
Commissioner, Precinct 2

By: [Signature]
James Olson
Commissioner, Precinct 4

By: [Signature]
Butch Warren
Commissioner, Precinct 3

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

ATTACHMENT B PROJECT LOCATION MAP



1038

CSJ #: 0918-18-126
 District #: 18-Dallas
 Code Chart 64 #: 50175
 Project: NW CR 2310 at Rush Creek
 NBI Structure #: 18-1750AA0175-001
 Federal Highway Administration CFDA #: 20.205
 Not Research and Development
 County: Navarro

**ATTACHMENT C **
 LIST OF DISTRICT ENGINEER APPROVED
 EQUIVALENT MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
CR NW 4300, 1.3 miles North of FM 744 at Trib. of Hackberry Creek (NBI #: n/a)	Yes	No	Replace existing wooden bridge with new concrete structure.	\$32,000
Total				\$32,000.00
EMP work credited to this PWP*				\$14,280.41
Balance of EMP work available to associated PWPs				\$0
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
Not Applicable				

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

1039

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

ATTACHMENT D
ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) <u>\$85,000</u>	
Ten Percent (10%) or EDC Adjusted (3.4%) Percent of PE for Local Government Participation		(3) <u>\$2,890</u>
Construction	<u>\$305,000</u>	
Engineering and Contingency (E&C) _(9.84%)	<u>\$30,012</u>	
The Sum of Construction and E&C	(2) <u>\$335,012</u>	
Ten Percent (10%) or EDC Adjusted (3.4%) Percent of the Sum of Construction and E&C for Local Government Participation		(4) <u>\$11,390.41</u>
Amount of Advance Funds Paid by Local Government *		(5) <u>N/A</u>
Amount of Advance Funds to be Paid by Local Government *		(6) <u>N/A</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) <u>\$14,280.41</u>
Total Project Direct Cost	(1+2) <u>\$420,012</u>	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C – \$14,280.41.

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Local Project Advance Funding Agreement (the LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State," and the County of Navarro acting by and through its duly authorized officials, 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, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at NW CR 2310 at Rush Creek, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 113074, dated April 26, 2012 and

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

AGREEMENT

1. Period of this Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this Agreement

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. The LPAFA may be terminated by the State if the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

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

4. Remedies

Remedies for defaults under this LPAFA shall be made as described in the Master Agreement, without exception.

5. Scope of Work

The scope of work for this LPAFA is the replacement or rehabilitation of the bridges identified in the recitals of this LPAFA. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this LPAFA and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

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, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted,

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the 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.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this LPAFA.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. The Local Government does not need to provide certifications to the State concerning this matter.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. 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 Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

Construction responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

12. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B. A source of funds estimate is also provided in Attachment D. Attachment D shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The Local Government participation is based upon the State's estimate of the eligible work at the time this LPAFA is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this LPAFA, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D as the local contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) 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

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

estimated construction oversight and construction costs and any other costs owed.

- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall 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.
- H. Whenever funds are paid by the Local Government to the State under this LPAFA, 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 to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this LPAFA.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 3.4 percent (3.4%).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

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. An 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.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this LPAFA shows a list of EMPs under this LPAFA.
- B. Project Cost Estimate for PWP. Attachment D to this LPAFA shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this LPAFA.
- D. Responsibilities of the Local Government on EMPs
 - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

- 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this LPAFA but within three (3) calendar years after the earliest contract award of the related PWP.
 - 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.
 - 4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
Navarro County
Navarro County Court House
300 West Third Avenue
Corsicana, Texas 75110

CSJ #: 0918-18-126
District #: 18-Dallas
Code Chart 64 #: 50175
Project: NW CR 2310 at Rush Creek
NBI Structure #: 18-1750AA0175-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Navarro

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

17. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

18. Incorporation Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

19. Local Government Restrictions

In the case that the local government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

20. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

21. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size,

1048

CSJ #: 0918-18-126
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Project: NW CR 2310 at Rush Creek
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Not Research and Development
County: Navarro

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT



NAVARRO COUNTY COMMISSIONERS' COURT

Kit Herrington - Precinct 1
Dick Martin - Precinct 2
David "Butch" Warren - Precinct 3
James Olsen - Precinct 4
Phone (903) 654 - 3030

300 West Third Avenue, Suite 14
Corsicana, TX. 75110-4672

Julie Ferguson
Administrative Coordinator
Fax (903) 874-6053

RESOLUTION

The State of Texas
County of Navarro

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Navarro County, hereinafter referred to as the Local Government owns a bridge located at RUSH CREEK, on NW CR 2310, National Bridge Inventory (NBI) Structure Number 181750AA0175001, Local Designation Number AA175-001; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 112696 dated May 2011. Control-Section-Job (CSJ) Number 0918-18-126; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 3.4 percent.

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$15,334 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
CRNW 4300 1.3 MI. N OF FM 744 TRIB. OF HACKBERRY CRK. NBI# (N/A)	Yes	Replace existing wooden bridge with new comparable structure.	\$32,000

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

Passed and approved on this the 24th day of Sept by the Navarro County
Commissioners Court.

By: [Signature]
H.M. Davenport
County Judge

By: [Signature]
Kit Herrington
Commissioner, Precinct 1

By: [Signature]
Dick Martin
Commissioner, Precinct 2

By: [Signature]
James Olsen
Commissioner, Precinct 4

By: [Signature]
Butch Warren
Commissioner, Precinct 3

CSJ #: 0918-18-126
 District #: 18-Dallas
 Code Chart 64 #: 50175
 Project: NW CR 2310 at Rush Creek
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ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
CR NW 4300, 1.3 miles North of FM 744 at Trib. of Hackberry Creek (NBI #: n/a)	Yes	No	Replace existing wooden bridge with new concrete structure.	\$32,000
Total				\$32,000.00
EMP work credited to this PWP*				\$14,280.41
Balance of EMP work available to associated PWPs				\$0
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
Not Applicable				

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

CSJ #: 0918-18-126
 District #: 18-Dallas
 Code Chart 64 #: 50175
 Project: NW CR 2310 at Rush Creek
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 County: Navarro

ATTACHMENT D ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$85,000	
Ten Percent (10%) of EDC Adjusted (3.4%) Percent of PE for Local Government Participation		(3) \$2,890
Construction	\$305,000	
Engineering and Contingency (E&C) _(9.84%)	\$30,012	
The Sum of Construction and E&C	(2) \$335,012	
Ten Percent (10%) of EDC Adjusted (3.4%) Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$11,390.41
Amount of Advance Funds Paid by Local Government *		(5) N/A
Amount of Advance Funds to be Paid by Local Government *		(6) N/A
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$14,280.41
Total Project Direct Cost	(1+2) \$420,012	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C – \$14,280.41.

Memo

To: Navarro County Commissioner's Court
From: Tommy Pryor
CC: Kathy Hollomon
Date: 10/31/2012
Re: Fujitsu SCSI Scanners

We have two (2) Fujitsu SCSI scanners that we are no longer utilizing. I am requesting permission to sell these items to the highest bidder. These are old technology but are in working condition.

Fujitsu M4097D SCSI Scanners

#1 Serial Number 517635

#2 Serial Number 517798