

**NOTICE OF MEETING (•) OF THE
COMMISSIONERS COURT OF JACK COUNTY, TEXAS**

• Assistive Listening Devices Available on Request for Use during Court Session

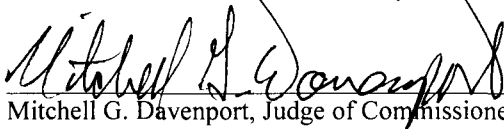
Notice is hereby given that a Meeting of the above named Commissioners Court will be held on **Monday the 19th day of June, 2017 at 10:00 o'clock a.m.**, in the County Courthouse, Jacksboro, Texas, at which time the following subjects* will be discussed and appropriate action taken, to-wit:

These subjects may or may not be discussed in the order shown. All items listed below as part of the called "Consent Agenda Items" require no deliberation by the Court. Each Court member has the prerogative of removing an item from this agenda so that it may be considered separately.

1. PUBLIC FORUM (Limited to 5 minutes per person);
2. PAYMENT OF CLAIMS;
3. CONSENT AGENDA ITEMS:
 - (a) Approval of Minutes of June 12, 2017;
 - (b) Reception of Certificates of Education Training Hours for Elected/Appointed County Official/Officer: James Brock, Commissioner; and Henry D. Birdwell, Jr., Commissioner;
4. TIMED AGENDA ITEMS: None;
5. Discussion of Commissioner Precinct Operations;
6. Update on Courthouse Repair Project 2017 details, if any;
7. Update on status of County activities, if any, under the CTIF Grant and FEMA Flood Grant;
8. Reports, if any, by other Department Heads;
9. Discussion, if any, regarding Jack County Appraisal District Preliminary 2018 Budget;
10. Approve submission of Notice of Intent to the Texas Secretary of State to be considered to use countywide polling places in the November 7, 2017 Election(s) conducted by the County including other local political subdivision (e.g., city, school district, hospital district, etc.) – County Clerk;
11. Further briefing by County Clerk on purchase/lease of new voting machines;
12. FUTURE AGENDA ITEMS; AND;
13. ADJOURNMENT.

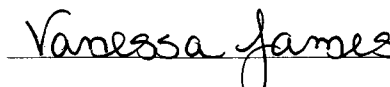
Dated this the 14th day of June, 2017

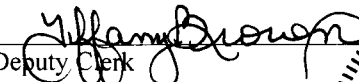
Commissioners Court of Jack County, Texas

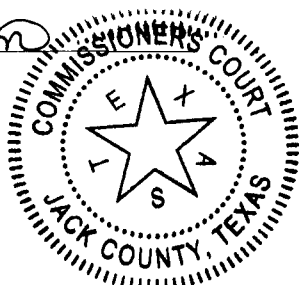

Mitchell G. Davenport, Judge of Commissioners Court

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Courthouse door of Jack County, Texas, at a place readily accessible to the general public at all times on the 14th day of June, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 14th day of June, 2017, at 4:54 a.m.


Vanessa James, County Clerk of Jack County, Texas

By: 
Deputy Clerk



FILED FOR RECORD

_____ O'CLOCK _____ M

JUN 15 2017

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

MINUTES

On this the 19th day of June, 2017 the Commissioners Court of Jack County, Texas met in Regular session at 10:10 a.m. with the following elected officials present:

Keith Umphress, Commissioner Pct. 1
James L Brock, Commissioner Pct. 2
Terry Ward, Commissioner Pct. 4
Mitchell G. Davenport, County Judge

FILED FOR RECORD

_____ O'CLOCK _____ M

JUN 26 2017

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

PUBLIC FORUM

No members of the public present.

BY _____ DEPUTY

PAYMENT OF ACCOUNTS AND CLAIMS

All accounts and claims were submitted to the Court for approval. Those submitted were approved and entered into the computer of the County Treasurer.

Judge Davenport made a motion to pay all the bills. Commissioner Umphress seconded and the motion carried unanimously.

CONSENT AGENDA ITEMS

The following items were taken up under the Consent Agenda:

- (a) Approval of Minutes of June 12, 2017;
- (b) Reception of Certificates of Education Training hours for Elected / Appointed County Official/Officer; James Brock, Commissioner; and Henry D. Birdwell, Jr., Commissioner;

Judge Davenport made a motion to adopt the consent agenda items. Commissioner Ward seconded and the motion carried unanimously.

DISCUSSION OF PRECINCT OPERATIONS

Discussion was made by Commissioners over projects in their precincts and information they have to share with the Court. Precinct #3 maintainer was delivered last week. Perrin has had a water leak cause by a broken pipe owned by Texas Rain the company that provides the water for the Perrin community.

UPDATE ON COURTHOUSE REPAIR PROJECT 2017

Danny is still currently working in the County Judge's Office / Conference Room. They should be able to move back into the office soon. The A/C unit and office furniture should be delivered soon.

CTIF GRANT AND FEMA FLOOD GRANT

Treasurer Kim Gibby provided the Court with the latest information she has. Court members discussed among themselves and with the Auditor and Treasurer the status of completion, administration, and billing in the CTIF grant through TxDOT and FEMA Flood Grant (2015). Discussed how much is left on the CTIF reimbursement to date.

REPORTS FROM DEPARTMENT HEADS

Judge Davenport handed out copies of an invitation sent out to the Commissioners for the Jack County Showdown. He also told the Court that he was going to propose the County sell all Tax Sale properties on which the County is trustee for the local entities.

DISCUSSION, IF ANY REGARDING JACK COUNTY APPRASIAL DISTRICT
PRELIMINARY 2018 BUDGET

Judge Davenport presented the Court with the preliminary budget provided to him for the Jack County Appraisal District.

APPROVE SUBMISSION OF NOTICE OF INTENT TO THE TEXAS SECRETARY OF STATE TO BE CONSIDERED TO USE COUNTYWIDE POLLING PLACES IN THE NOVEMBER 7, 2017 ELECTION CONDUCTED BY THE COUNTY INCLUDING OTHER POLITICAL SUBDIVISIONS

Discussion was made regarding County-wide voting.

Commissioner Umphress made a Motion to submit a Letter of Intent to the Texas Secretary of State for the County to start the process of participating the County-wide voting program. Motion was seconded by Commissioner Ward and passed unanimously.

FURTHER BRIEFING BY COUNTY CLERK ON PURCHASE/LEASE OF NEW VOTING MACHINES

Discussion was made regarding the contract to purchase PollPads and whether it had been submitted to Allison & Bass for a recommendation on the agreement. Judge Davenport had just sent off the letter to retain their services in this matter.

County Clerk Vanessa James informed the Court that her office's election expense budget currently has enough funds budgeted to cover the cost of the PollPad units. Discussion made to put the purchase on the next Commissioner's Court agenda.

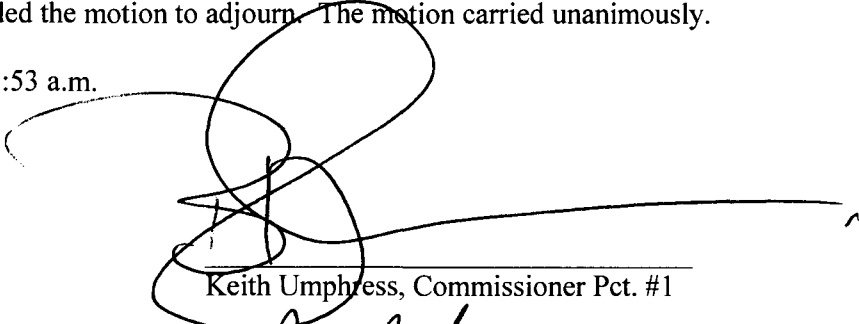
FUTURE AGENDA ITEM

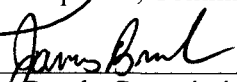
There were no future items discussed.

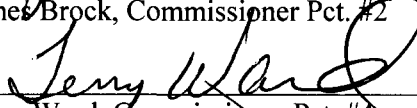
ADJOURNMENT

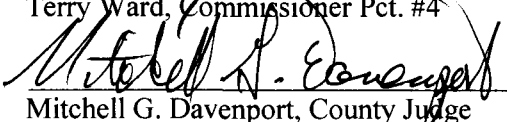
There being no further business motion was made by Commissioner Brock to adjourn. Commissioner Wards seconded the motion to adjourn. The motion carried unanimously.

Meeting was adjourned at 11:53 a.m.


Keith Umphress, Commissioner Pct. #1


James Brock, Commissioner Pct. #2


Terry Ward, Commissioner Pct. #4


Mitchell G. Davenport, County Judge

ATTEST:


Vanessa James, County Clerk



CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Henry D. Birdwell, Jr.

For Successfully Completing 12.00 Hours of Educational Training

During the

2017 West Texas CJCA Conference

April 25-28, 2017

Lubbock, TX



Douglas L. Steele, Director, Texas A&M AgriLife Extension Service

TEXAS A&M
AGRI LIFE
EXTENSION



Peter J. McGill, Ph.D., Director, V.G. Young Institute of County Government



V.G. YOUNG
Institute of
County
Government



Woodrow "Woody" Gossom, President, County Judges and Commissioners Association of Texas

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

James Brock

For Successfully Completing 8.00 Hours of Educational Training

During the

2017 West Texas CJCA Conference

April 25-28, 2017

Lubbock, TX



Douglas L. Steele, Director, Texas A&M AgriLife Extension Service

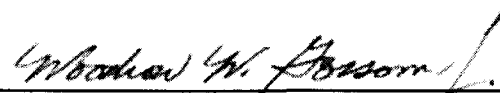
TEXAS A&M
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V.G. YOUNG
Institute of
County
Government



Woodrow "Woody" Gossom, President, County Judges and Commissioners Association of Texas

2018 PRELIMINARY LEVY

TAXING UNIT	2018 PRLM LEVY	APPR %	APPR FEE	COLL %	COLL FEE	TOTAL FEE
JACK COUNTY	\$ 4,203,538.00	15.30%	\$ 62,202	0.00%	\$ -	\$ 62,202
CITY OF BRYSON	\$ 62,805.00	0.23%	\$ 929	0.39%	\$ 406	\$ 1,335
CITY OF JACK	\$ 1,521,146.00	5.54%	\$ 22,509	9.50%	\$ 9,827	\$ 32,336
BRYSON ISD (JACK CO)	\$ 2,265,949.00	8.25%	\$ 33,531	14.14%	\$ 14,638	\$ 48,168
JACKSBORO ISD(JACK CO)	\$ 12,036,353.00	43.80%	\$ 178,109	75.14%	\$ 77,754	\$ 255,863
PERRIN-WHITT CISD (JACK CO)	\$ 2,435,652.00	8.86%	\$ 36,042	0.00%	\$ -	\$ 36,042
FAITH COMM HOSP	\$ 4,449,325.00	16.19%	\$ 65,839	0.00%	\$ -	\$ 65,839
E KEECHI WCID #1	\$ 32,039.00	0.12%	\$ 474	0.00%	\$ -	\$ 474
JACK CO WCID #1	\$ 133,337.00	0.49%	\$ 1,973	0.83%	\$ 861	\$ 2,834
MIDWAY ISD(JACK CO)	\$ 58,741.00	0.21%	\$ 869	0.00%	\$ -	\$ 869
GRAFORD ISD(JACK CO)	\$ 127,436.00	0.464%	\$ 1,886	0.00%	\$ -	\$ 1,886
BOWIE ISD (JACK CO)	\$ 153,602.00	0.56%	\$ 2,273	0.00%	\$ -	\$ 2,273
				100.00%		
MISC INCOME			\$5,000		\$1,000	\$6,000
INTEREST INCOME			\$150		\$150	\$300
GRAND TOTALS			\$ 411,786	100.00%	\$ 104,636	\$ 516,422
TOTAL APPR LEVY	\$ 27,479,923.00					
TOTAL COLL LEVY	\$ 16,019,590.00					
2018 PRLM BUDGET		less misc income				
APPRAISAL	\$ 411,786.00	\$ 406,636.00				
COLLECTION	\$ 104,636.00	\$ 103,486.00				
TOTAL BUDGET	\$ 516,422.00	\$ 510,122.00				

2018 PRELIMINARY BUDGET

	A	B	C	D	E	F	G	H
55	EXPENDITURES	2018 PRLM BUDGET	APPRAISAL	COLLECTION	2017 BUDGET	DIFFERENCE		
56	ARBITRATION	\$ 1,500.00	\$ 1,500.00					
57	APPR REVIEW BOARD	\$ 2,500.00	\$ 2,500.00					
58	ATTORNEY FEES	\$ 5,000.00	\$ 5,000.00					
59	AUDITOR FEES	\$ 9,500.00	\$ 4,750.00	\$ 4,750.00	\$ 8,500.00	\$ 1,000.00		
60	BOARD OF DIR	\$ 1,000.00	\$ 1,000.00					
61	BOND/INSURANCE	\$ 3,300.00	\$ 2,640.00	\$ 660.00				
62	BUILDING MAINT	\$ 2,000.00	\$ 1,500.00	\$ 500.00				
63	CAPITAL EXPEND							
64	CITY SERVICES	\$ 2,500.00	\$ 1,750.00	\$ 750.00				
65	CONTINGENCIES	\$ 1,500.00	\$ 1,125.00	\$ 375.00				
66	DP SOFTWARE MT	\$ 43,800.00	\$ 37,668.00	\$ 6,132.00	\$ 42,750.00	\$ 1,050.00	BOD approved contract	
67	MAPPING	\$ 2,500.00	\$ 2,100.00	\$ 400.00				
68	DUES & MEMBERSHIPS	\$ 1,500.00	\$ 1,125.00	\$ 375.00				
69	EDUCATION/TRAINING	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00				
70	EDUCATION & TRAVEL	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00				
71	MEALS							
72	EDUCATION LODGING	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00				
73	ELECTRICITY	\$ 5,000.00	\$ 3,750.00	\$ 1,250.00				
74	EQUIPMENT REPAIRS	\$ 1,500.00	\$ 1,140.00	\$ 360.00				
75	JANITORIAL / MAINT	\$ 4,200.00	\$ 2,100.00	\$ 2,100.00				
76	FOLD/STUFF/MAIL	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00				
77	MINERAL APPRAISAL	\$ 143,000.00	\$ 143,000.00		\$ 135,000.00	\$ 8,000.00	BOD approved contract	
78	NATURAL GAS	\$ 1,000.00	\$ 850.00	\$ 150.00				
79	NOTICES/ADVERTISE	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00				
80	OFFICE SUPPLIES	\$ 7,000.00	\$ 5,250.00	\$ 1,750.00				
81	POSTAGE	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00				
82	TELEPHONE	\$ 5,400.00	\$ 2,700.00	\$ 2,700.00				
83	VEHICLE OIL/GAS	\$ 2,000.00	\$ 1,500.00	\$ 500.00				
84	VEHICLE REPAIR	\$ 1,000.00	\$ 1,000.00					
85	WARRANTY DEED	\$ 3,000.00	\$ 3,000.00					
86	SUBSCRIPTIONS	\$ 4,000.00	\$ 3,400.00	\$ 600.00				
87	EXPEND TOTALS	\$ 286,700.00	\$ 246,848.00	\$ 39,852.00	\$ 276,650.00	\$ 10,050.00		

**NOTICE OF INTENT TO PARTICIPATE IN PROGRAM FOR COUNTYWIDE
ELECTION DAY POLLING PRECINCTS**

Name of County: Jack

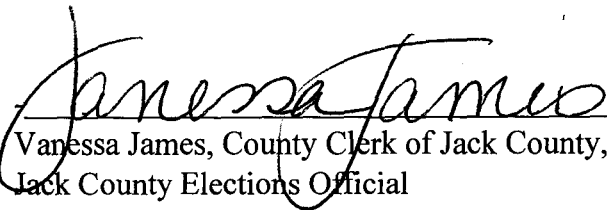
County's Contact Person: Ms. Vanessa James
County Clerk of Jack County
940.567.2111

We hereby notify the office of the Secretary of State of our county's intent to participate in the program for countywide Election Day polling precincts.

This Notice is for the election scheduled for November 7, 2017 (application is due August 24, 2017).

I certify that my county has the technological capabilities to conduct this program in the election designated above. I also understand that the number of precinct polling precincts used for the pilot program cannot be less than 65 percent of the number of precinct polling precincts that would otherwise be located in the county for the first election in which the county participates. In subsequent elections, this number drops to 50 percent.

My county will submit its detailed proposed plan by August 24, 2017 for the November 7, 2017 election.



Vanessa James, County Clerk of Jack County, Texas
Jack County Elections Official



STATE ORIGINAL

CSJ # 0902-40-026

District # 02-Fort Worth

Code Chart 64 #50-120

Project: East Gibtown at Tributary of Boones Creek

NBI Structure # 021200AA0270001

FILED FOR RECORD

STATE OF TEXAS §

COUNTY OF TRAVIS §

_____ O'CLOCK _____ M

JUN 29 2017

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

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

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Jack, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

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 Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at Tributary of Boones Creek on East Gibtown Road and said bridge is 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 110479, dated March, 2006; and

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

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

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Conditions for Termination of this Agreement

- a. The Agreement is terminated in writing with the mutual consent of the parties; or
- b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
- c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

6. Right of Way and Real Property

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.

The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge 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, 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 Agreement.
- 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 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

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services will be Provided by the State

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

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
- b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

CSJ # 0902-40-026

District # 02-Fort Worth

Code Chart 64 #50-120

Project: East Gibtown at Tributary of Boones Creek

NBI Structure # 021200AA0270001

- c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement 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.

- d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
- e. 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 estimated construction oversight and construction costs and any other costs owing.
- f. 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.
- g. 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.
- h. The State will not pay interest on any funds provided by the Local Government.
- i. 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 Agreement.
- j. 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 Highway Bridge Replacement and Rehabilitation Program. 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.
- k. 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 Ten (10) percent.

- l. 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 Agreement.
- m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

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.

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

- 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 Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.
- b. **Project Cost Estimate for PWP.** Attachment D to this Agreement 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(s) will be reflected in Attachment D to this Agreement.
- d. **Responsibilities of the Local Government on EMP(s).**
 - (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.

- (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
 - (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
 - (4) Failure by the Local Government to adequately complete the EMP(s) 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 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent 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 by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: District Engineer Maribel P. Chavez, P.E.
Texas Department of Transportation
2501 SW Loop 820
Fort Worth, Texas 76133

Local Government: County Judge Mitchell G. Davenport
100 Main Street
Jacksboro, Texas 76458

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that

such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use.

All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting this Agreement's subject matter.

CSJ # 0902-40-026

District # 02-Fort Worth

Code Chart 64 #50-120

Project: East Gibtown at Tributary of Boones Creek

NBI Structure # 021200AA0270001

21. 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.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Office of Management and Budget (OMB) Audit Requirements

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 No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

25. 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 Chapter 21 and 23 CFR §710.405(B)), 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).

26. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. Debarment Certifications

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." The parties to this contract 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 in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

28. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. **Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. **Local Government Restrictions**

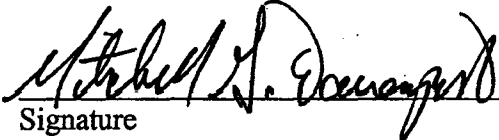
In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible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

31. **Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: 
Signature
Mitchell G. Daweuport
Printed Name of Signatory
Title: County Sudge
Date: 11-10-08

CSJ # 0902-40-026
District # 02-Fort Worth
Code Chart 64 #50-120

Project: East Gibtown at Tributary of Boones Creek
NBI Structure # 021200AA0270001

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: *David P. Helman*
for William R. Cox, PE
Director, Bridge Division

Date: 1/2/09

CSJ # 0902-40-026
District # 02-Fort Worth
Code Chart 64 #50-120
Project: East Gibtown at Tributary of Boones Creek
NBI Structure # 021200AA0270001

ATTACHMENT A

RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

RESOLUTION

The State of Texas
County of Jack

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, Jack County, hereinafter referred to as the Local Government owns a bridge located at Tributary of Boones Creek on East Gibtown Road, National Bridge Inventory (NBI) Structure Number 021200AA0270001 Local Designation Number N/A; 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 110479 dated March, 2006, Control-Section-Job (CSJ) Number 0902-40-026; 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 main lane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$46,000 (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:

EQUIVALENT-MATCH PROJECT(S) (EMP)

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
Three (3) Non-NBI culverts, on Kinder Mountain Road, between Barton Chapel Road and Rock Creek Road	Bryson ISD	No	Replace the culverts	\$11,945
Three (3) Non-NBI culverts, on Rock Creek Road, between FM 1191 and Kinder Mountain Road	Bryson ISD	No	Replace 2 existing culverts And Install 1 new culvert	\$8,430
Non-NBI bridge on Dark Corner Road, ½ mile south of US 380	Jacksboro ISD	No	Replace the bridge	\$14,700
Back Cemetery Rd at Moore Creek Branch NBI #021200AA0282002	Perrin ISD	No	Replace the bridge	\$48,000
Mask Road at Tributary of Bush Branch NBI #021200AA0267001	Perrin ISD	No	Replace the bridge with culverts	\$15,000
Squaw Mountain Road at Lodge Creek NBI #021200AA0181002	Jacksboro ISD	No	Replace the bridge	\$27,900
Burwick Road at North Creek Branch NBI #021200AA0172001	Jacksboro ISD		Replace the bridge	\$34,200
Total				\$ 160,175
EMP work credited to this PWP (See Note *)				\$ 46,000
Balance of EMP work available to associated PWP(s)				\$ 114,175
Associated PWP(s) Control-Section-Job (CSJ)	Amount to be Credited to Associated PWP (s)			
<u>0902-40-025</u>				\$46,630
<u>0902-40-024</u>				\$66,300

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:

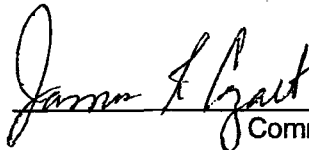
1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other main lane 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.

Dated this the 10th day of November 2008

Commissioners Court of Jack County, Texas


County Judge

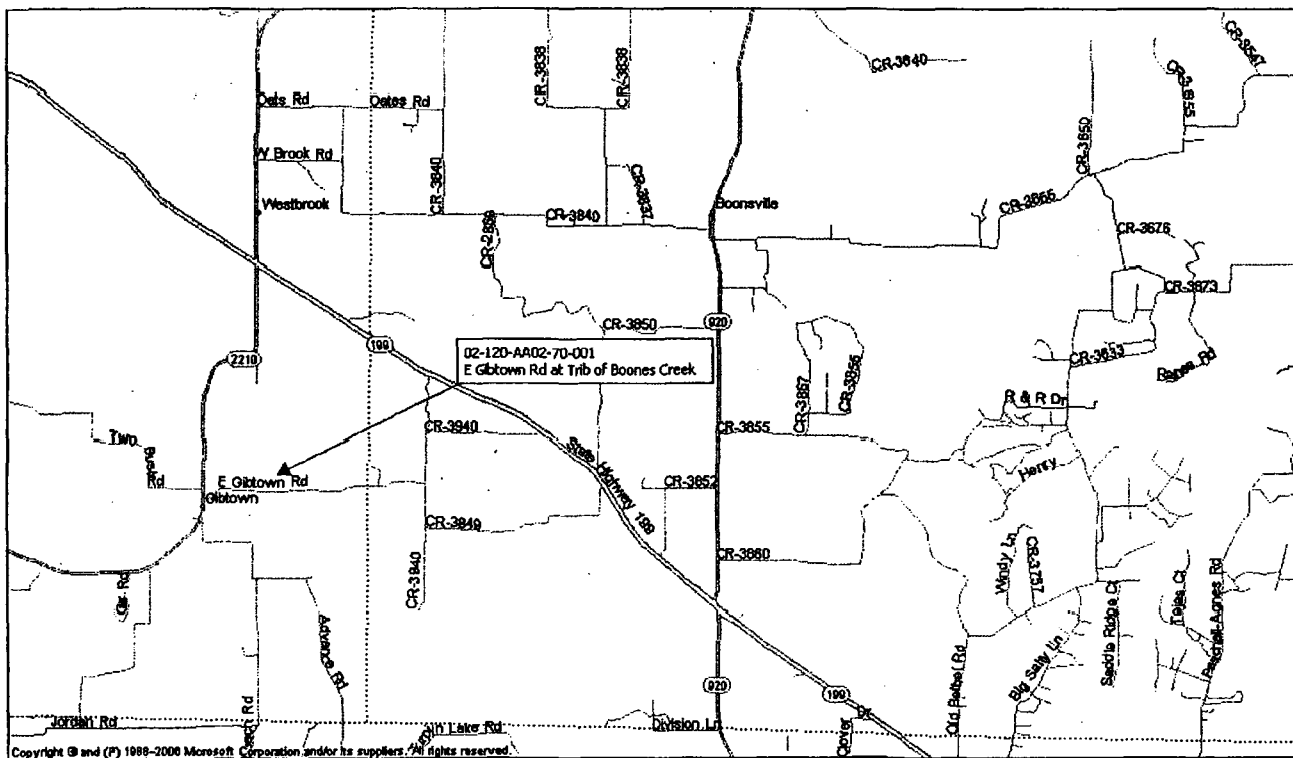
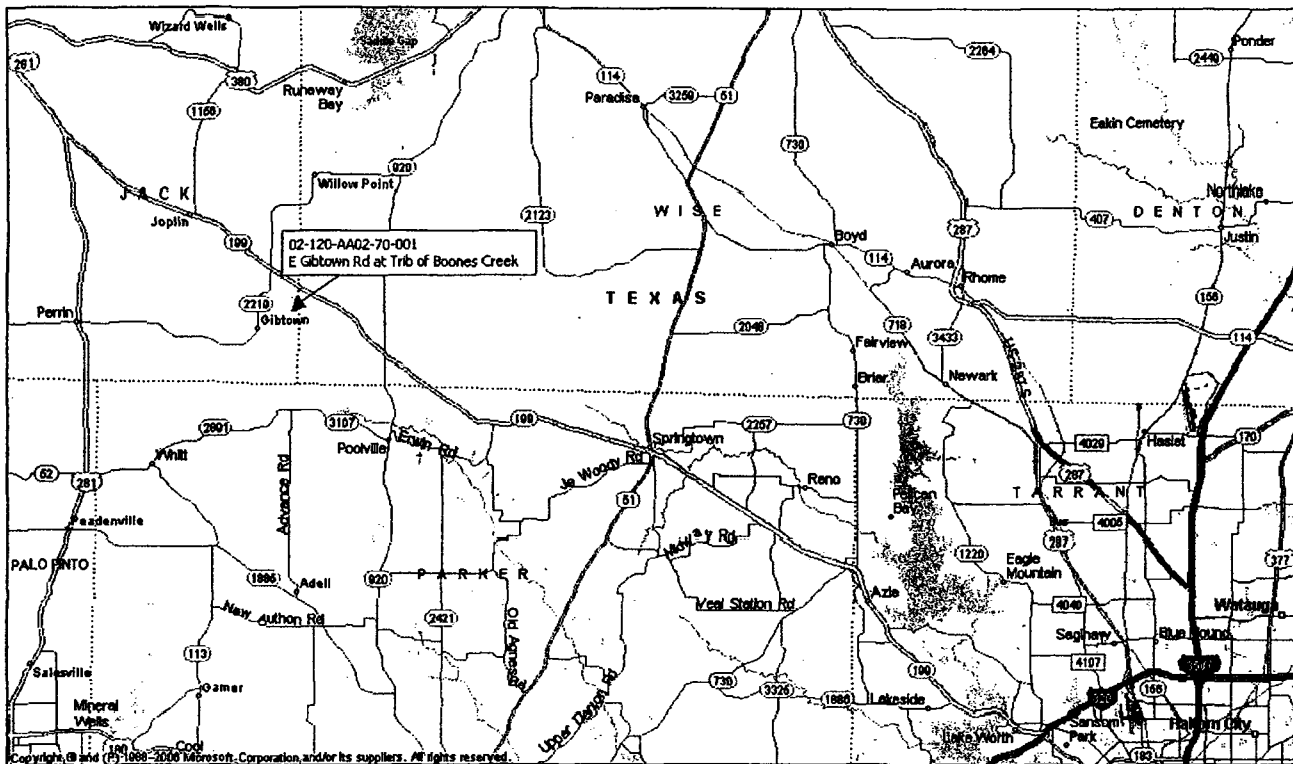

Commissioner


Commissioner


Commissioner


Commissioner

ATTACHMENT B
PROJECT LOCATION MAP



Feature Carried: East Gibtown Road

Feature Crossed: Tributary of Boones Creek



02-120-AA02-70-001 SLZ 01-30-2007
East Gibtown Road over Trib. of Boons Creek
Load Posting Looking East



02-120-AA02-70-001 SLZ 01-30-2007
East Gibtown Road over Trib. of Boons Creek
Load Posting Looking West



02-120-AA02-70-001 GLP 01-09-2001
East Gibtown Road over Trib. of Boons Creek
Side Looking Northwest



02-120-AA02-70-001 GLP 01-09-2001
East Gibtown Road over Trib. of Boons Creek
Under Looking West

ATTACHMENT C (See Note **)

**LIST OF DISTRICT ENGINEER APPROVED
 EQUIVALENT-MATCH PROJECT(S) (EMP)**

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
Three (3) Non-NBI culverts, on Kinder Mountain Road, between Barton Chapel Road and Rock Creek Road	Bryson ISD	No	Replace the culverts	\$11,945
Three (3) Non-NBI culverts, on Rock Creek Road, between FM 1191 and Kinder Mountain Road	Bryson ISD	No	Replace 2 existing culverts And Install 1 new culvert	\$8,430
Non-NBI bridge on Dark Corner Road, ½ mile south of US 380	Jacksboro ISD	No	Replace the bridge	\$14,700
Back Cemetery Rd at Moore Creek Branch NBI #021200AA0282002	Perrin ISD	No	Replace the bridge	\$48,000
Mask Road at Tributary of Bush Branch NBI #021200AA0267001	Perrin ISD	No	Replace the bridge with culverts	\$15,000
Squaw Mountain Road at Lodge Creek NBI #021200AA0181002	Jacksboro ISD	No	Replace the bridge	\$27,900
Burwick Road at North Creek Branch NBI #021200AA0172001	Jacksboro ISD		Replace the bridge	\$34,200
Total				\$ 160,175
EMP work credited to this PWP (See Note *)				\$ 46,000
Balance of EMP work available to associated PWP(s)				\$ 114,175
Associated PWP(s) Control-Section-Job (CSJ)			Amount to be Credited to Associated PWP (s)	
0902-40-025			\$46,630	
0902-40-024			\$66,300	

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

Note **: This attachment not applicable for non-Participation-Waived Projects (PWP)

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$57,000</u>	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) \$5,700</u>
Construction	<u>\$346,000</u>	
Engineering and Contingency (E&C)	<u>\$57,000</u>	
The Sum of Construction and E&C	<u>(2) \$ 403,000</u>	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$40,300</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$0</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) \$46,000</u>
Total Project Direct Cost	<u>(1+2) \$460,000</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.		<u>\$46,000</u>

STATE ORIGINAL

CSJ # 0902-40-023
District # 02 (Fort Worth)
Code Chart 64 # 50120
Project: Salt Creek Road at West Salt Creek
NBI Structure # 021200AA0243003

FILED FOR RECORD

STATE OF TEXAS §
COUNTY OF TRAVIS §

_____ O'CLOCK _____ M
JUN 29 2017

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

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Jack, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

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 Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at West Salt Creek on Salt Creek Road and said bridge(s) is 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 110479, dated March, 2006; and

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

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

AGREEMENT

1. **Period of this Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. **Conditions for Termination of this Agreement**

- a. The Agreement is terminated in writing with the mutual consent of the parties; or
- b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
- c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

3. **Amendments**

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

4. **Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. **Scope of Work**

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

6. Right of Way and Real Property

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.

The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge 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, 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 Agreement.
- 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 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

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services will be Provided by the State

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

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
- b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

CSJ # 0902-40-023

District # 02 (Fort Worth)

Code Chart 64 # 50120

Project: Salt Creek Road at West Salt Creek

NBI Structure # 021200AA0243003

- c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement 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.

- d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
- e. 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 estimated construction oversight and construction costs and any other costs owing.
- f. 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.
- g. 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.
- h. The State will not pay interest on any funds provided by the Local Government.
- i. 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 Agreement.
- j. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, this Agreement will clearly state the amount of the fixed price or the incremental payment schedule.
- k. 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 10 percent.
- l. 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 Agreement.

- m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

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.

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

- 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 Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.
- b. **Project Cost Estimate for PWP.** Attachment D to this Agreement 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(s) will be reflected in Attachment D to this Agreement.
- d. **Responsibilities of the Local Government on EMP(s).**
- (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
 - (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
 - (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall

CSJ # 0902-40-023
District # 02 (Fort Worth)
Code Chart 64 # 50120
Project: Salt Creek Road at West Salt Creek
NBI Structure # 021200AA0243003

be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).

- (4) Failure by the Local Government to adequately complete the EMP(s) 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 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent 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 by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: Maribel P. Chavez, P.E.; District Engineer
Texas Department of Transportation
2501 SW Loop 820
Fort Worth, Texas 76133

Local Government: County Judge Mitchell G. Davenport
Jack County
100 Main, Ste. 206
Jacksboro, Texas 76458

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use.

All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting this Agreement's subject matter.

21. 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.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Office of Management and Budget (OMB) Audit Requirements

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 No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

25. 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 Chapter 21 and 23 CFR §710.405(B)), 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).

26. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. Debarment Certifications

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." The parties to this contract 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 in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

28. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. **Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. **Local Government Restrictions**

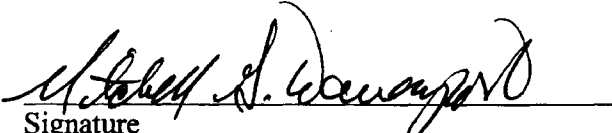
In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible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

31. **Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: 
Signature
Mitchell G. Dawesport
Printed Name of Signatory
Title: County Judge - Tarrant County, Texas
Date: 8-21-07

RESOLUTION

The State of Texas
County of Jack

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, Jack County, hereinafter referred to as the Local Government owns a bridge located at West Salt Creek, on Salt Creek Road, National Bridge Inventory (NBI) Structure Number 021200AA0243003 Local Designation Number N/A; 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 110479 dated March 2006, Control-Section-Job (CSJ) Number 0902-40-023; 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 main lane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$450,000 (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 structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Rock Creek Rd. at Long Hollow Creek, NBI 021200AA0226003	Yes Bryon ISD	No	Replace the existing bridge with 24-ft long steel beam bridge	\$55,250
Rock Creek Rd. at Tributary to Long Hollow Creek, Non-NBI, located 100 ft. south of NBI 021200AA0226003	Yes Bryon ISD	No	Replace the existing crossing with 10-ft long steel beam bridge	\$20,750
Barton Chapel Rd. at Dry Branch Creek, Non-NBI located 5 miles west of FM 4	Yes Bryon ISD	No	Replace the existing crossing with 16-ft long steel beam bridge	\$35,250
Barton Chapel Rd. at Trib. to Dry Branch Creek, Non-NBI located 4.5 miles west of FM 4.	Yes Bryon ISD	No	Replace the existing crossing with 12-ft long steel beam bridge	\$25,250
Total				\$136,500
EMP work credited to this PWP (See Note *)				\$ 45,000
Balance of EMP work available to associated PWP(s)				\$ 91,500
Associated PWP(s) Control-Section-Job (CSJ)			Amount to be Credited to Associated PWP (s)	
CSJ 0902-40-021			\$44,782	
CSJ 0902-40-022			\$43,611	

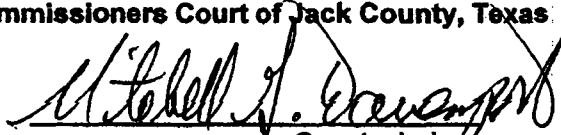
BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

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 main lane 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.

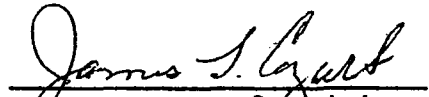
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the 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.

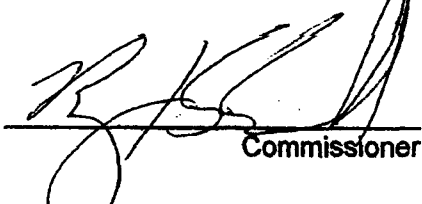
Dated this the 30th day of July, 2007

Commissioners Court of Jack County, Texas

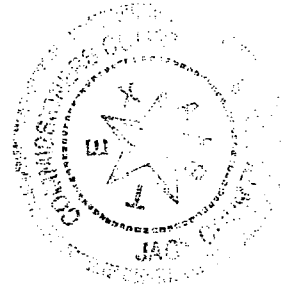

County Judge


Commissioner

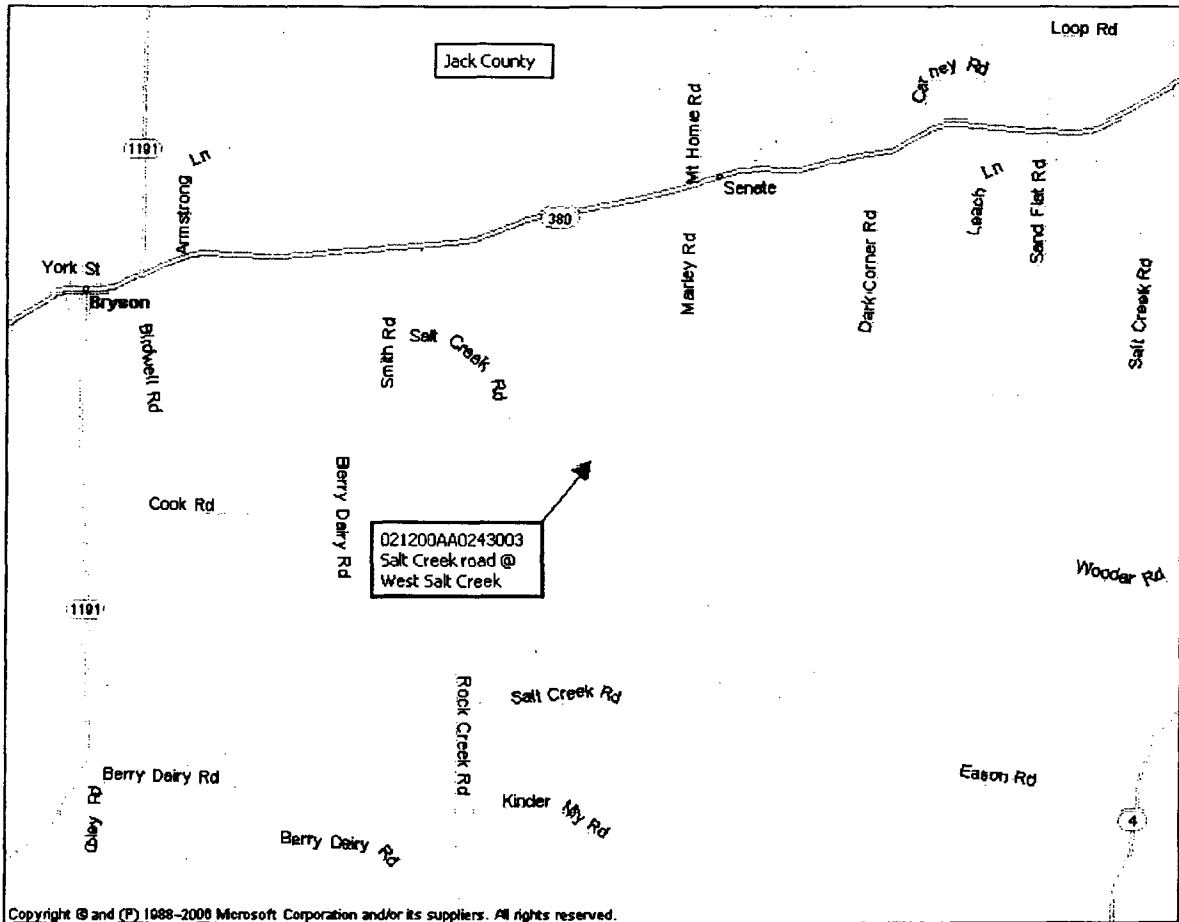

Commissioner


Commissioner


Commissioner



ATTACHMENT B
PROJECT LOCATION MAP



Jack County – Location Map

Feature Carried: Salt Creek Road

Feature Crossed: West Salt Creek



Salt Creek Road over West Salt Creek
02-120-AA02-43-003 SLZ 1-25-2007
Approach looking East.



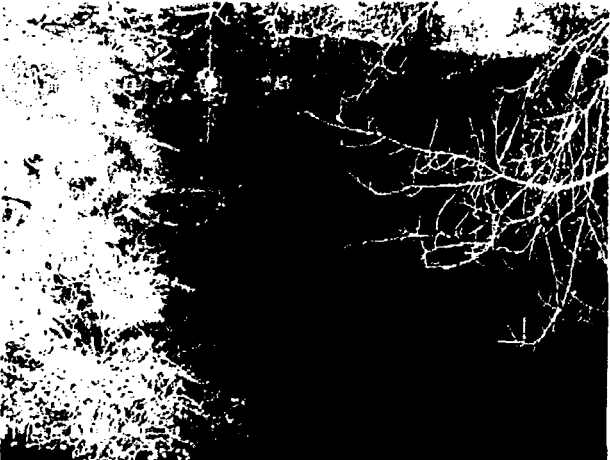
Salt Creek Road over West Salt Creek
02-120-AA02-43-003 SLZ 1-25-2007
Side looking North.



Salt Creek Road over West Salt Creek
02-120-AA02-43-003 SLZ 1-25-2007
Under/Abutment looking East.



Salt Creek Rd at West Salt Cr. 1-05-01
120-AA0243-003 Undur East GLPanzino



Salt Creek Rd at West Salt Cr. 1-05-01
120-AA0243-003 Up North GLPanzino



Salt Creek Rd at West Salt Cr. 1-05-01
120-AA0243-003 Side Northeast GLPanzino

ATTACHMENT C (See Note **)

**LIST OF DISTRICT ENGINEER APPROVED
 EQUIVALENT-MATCH PROJECT(S) (EMP)**

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
Rock Creek Rd. @ Long Hollow Creek NBI# 021200AA0226003	Yes Bryson ISD	No	Replace existing bridge with 24-ft long steel beam bridge	\$55,250
Rock Creek Rd. @ Tributary to Long Hollow Creek - Non-NBI Located 100-ft South of the NBI# 021200AA0226003	Yes Bryson ISD	No	Replace existing non-NBI bridge with 10-ft long steel beam bridge	\$20,750
Barton Chapel Rd. @ Dry Branch Creek Non-NBI 5 Miles West of FM4.	Yes Bryson ISD	No	Replace existing non-NBI bridge with 16-ft long steel beam bridge	\$35,250
Barton Chapel Rd. @ Tributary to Dry Branch Creek Non-NBI 4.5 Miles West of FM4.	Yes Bryson ISD	No	Replace existing non-NBI bridge with 12-ft long steel beam bridge	\$25,250
Total				\$136,500
EMP work credited to this PWP (See Note *)				\$ 45,000
Balance of EMP work available to associated PWP(s)				\$91,500
Associated PWP(s) Control-Section-Job (CSJ)	Amount to be Credited to Associated PWP (s)			
0902-40-021	\$44,782			
0902-40-022	\$43,610			

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

Note **: This attachment not applicable for non-Participation-Waived Projects (PWP)

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$ 55,820	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation		(3) 5,582
Construction	\$ 338,360	
Engineering and Contingency (E&C)	\$ 55,820	
The Sum of Construction and E&C	(2) \$ 394,180	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$ 39,418
Amount of Advance Funds Paid by Local Government *		(5) \$0
Amount of Advance Funds to be Paid by Local Government *		(6) \$0
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$45,000
Total Project Direct Cost	(1+2) \$ 450,000	
* 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.		<u>\$45,000</u>

STATE ORIGINAL

CSJ # 0902-40-024
District # 02-Fort Worth
Code Chart 64 #50-120
Project: Salt Creek Road at East Salt Creek
NBI Structure # 021200AA0243006

STATE OF TEXAS §
COUNTY OF TRAVIS §

FILED FOR RECORD

_____ O'CLOCK _____ M

JUN 29 2017

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

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

BY _____ DEPUTY

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Jack, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

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 Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at East Salt Creek on Salt Creek Road and said bridge is 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 110685, dated September, 2006; and

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

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

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Conditions for Termination of this Agreement

- a. The Agreement is terminated in writing with the mutual consent of the parties; or
- b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
- c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

6. Right of Way and Real Property

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.

The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge 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, 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 Agreement.
- 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 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

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services will be Provided by the State

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

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
- b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

CSJ # 0902-40-024

District # 02-Fort Worth

Code Chart 64 #50-120

Project: Salt Creek Road at East Salt Creek

NBI Structure # 021200AA0243006

- c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement 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.

- d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
- e. 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 estimated construction oversight and construction costs and any other costs owing.
- f. 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.
- g. 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.
- h. The State will not pay interest on any funds provided by the Local Government.
- i. 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 Agreement.
- j. 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 Highway Bridge Replacement and Rehabilitation Program. 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.
- k. 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 Ten (10) percent.

- l. 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 Agreement.
- m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

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.

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

- 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 Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.
- b. **Project Cost Estimate for PWP.** Attachment D to this Agreement 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(s) will be reflected in Attachment D to this Agreement.
- d. **Responsibilities of the Local Government on EMP(s).**
 - (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.

CSJ # 0902-40-024
District # 02-Fort Worth
Code Chart 64 #50-120
Project: Salt Creek Road at East Salt Creek
NBI Structure # 021200AA0243006

- (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
 - (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
 - (4) Failure by the Local Government to adequately complete the EMP(s) 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 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent 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 by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: District Engineer Maribel P. Chavez, P.E.
Texas Department of Transportation
2501 SW Loop 820
Fort Worth, Texas 76133

Local Government: County Judge Mitchell G. Davenport
100 Main Street
Jacksboro, Texas 76458

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that

such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use.

All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting this Agreement's subject matter.

21. 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.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Office of Management and Budget (OMB) Audit Requirements

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 No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

25. 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 Chapter 21 and 23 CFR §710.405(B)), 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).

26. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. Debarment Certifications

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." The parties to this contract 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 in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

28. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. **Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. **Local Government Restrictions**

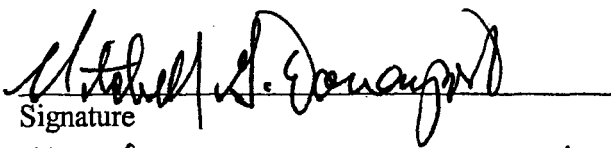
In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible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

31. **Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: 
Signature
Mitchell G. Davenport
Printed Name of Signatory
Title: County Judge
Date: 11-10-08

CSJ # 0902-40-024
District # 02-Fort Worth
Code Chart 64 #50-120
Project: Salt Creek Road at East Salt Creek
NBI Structure # 021200AA0243006

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: David P. Holman
~~For~~ William R. Cox, PE
Director, Bridge Division

Date: 1/2/09

CSJ # 0902-40-024
District # 02-Fort Worth
Code Chart 64 #50-120
Project: Salt Creek Road at East Salt Creek
NBI Structure # 021200AA0243006

ATTACHMENT A

RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

RESOLUTION

The State of Texas
County of Jack

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, Jack County, hereinafter referred to as the Local Government owns a bridge located at East Salt Creek on Salt Creek Road, National Bridge Inventory (NBI) Structure Number 021200AA0243006 Local Designation Number N/A; 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 110685 dated September, 2006, Control-Section-Job (CSJ) Number 0902-40-024; 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 main lane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$66,300 (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:

EQUIVALENT-MATCH PROJECT(S) (EMP)

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
Three (3) Non-NBI culverts, on Kinder Mountain Road, between Barton Chapel Road and Rock Creek Road	Bryson ISD	No	Replace the culverts	\$11,945
Three (3) Non-NBI culverts, on Rock Creek Road, between FM 1191 and Kinder Mountain Road	Bryson ISD	No	Replace 2 existing culverts And Install 1 new culvert	\$8,430
Non-NBI bridge on Dark Corner Road, ½ mile south of US 380	Jacksboro ISD	No	Replace the bridge	\$14,700
Back Cemetery Rd at Moore Creek Branch NBI #021200AA0282002	Perrin ISD	No	Replace the bridge	\$48,000
Mask Road at Tributary of Bush Branch NBI #021200AA0267001	Perrin ISD	No	Replace the bridge with culverts	\$15,000
Squaw Mountain Road at Lodge Creek NBI #021200AA0181002	Jacksboro ISD	No	Replace the bridge	\$27,900
Burwick Road at North Creek Branch NBI #021200AA0172001	Jacksboro ISD		Replace the bridge	\$34,200
Total				\$ 160,175
EMP work credited to this PWP (See Note *)				\$ 66,300
Balance of EMP work available to associated PWP(s)				\$ 93,875
Associated PWP(s) Control-Section-Job (CSJ)			Amount to be Credited to Associated PWP (s)	
0902-40-026			\$46,000	
0902-40-025			\$46,630	

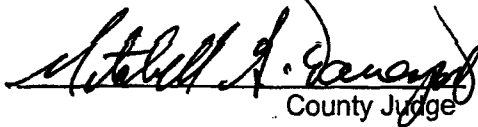
BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

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 main lane 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.

Dated this the 10th day of November, 2008

Commissioners Court of Jack County, Texas


County Judge


Commissioner

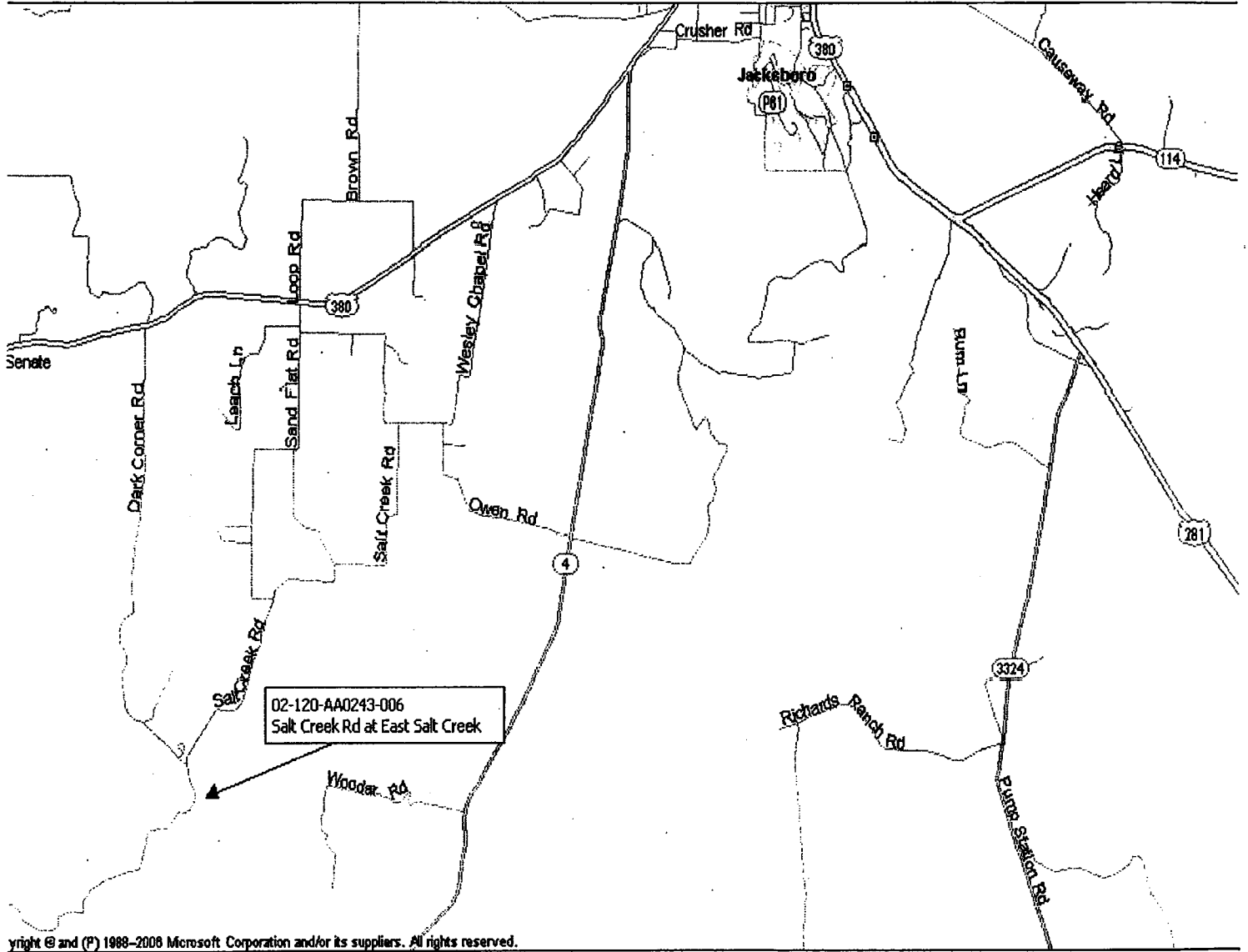

Commissioner


Commissioner


Commissioner

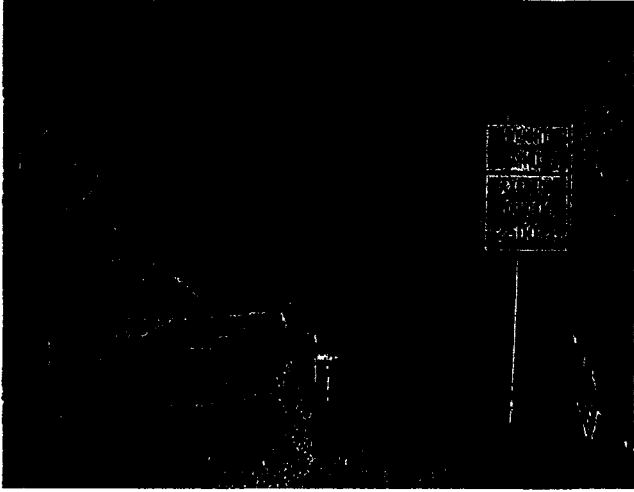
ATTACHMENT B

PROJECT LOCATION MAP



Feature Carried: Salt Creek Road

Feature Crossed: East Salt Creek



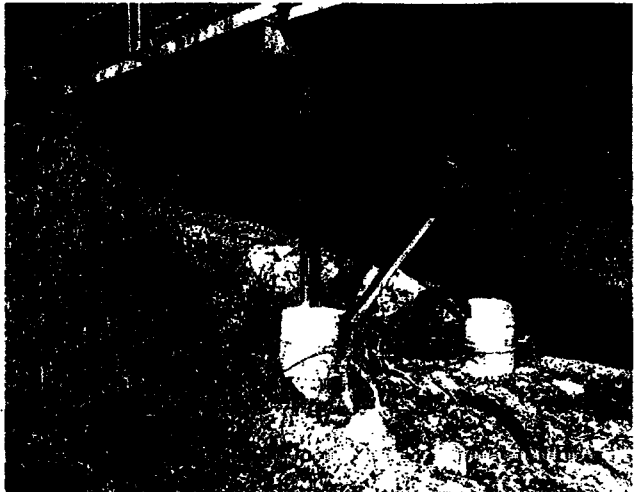
Salt Creek Rd. at East Salt Creek 1-05-01
120-AA0243-006 Approach Northeast GLPanzino



Salt Creek Road over East Salt Creek
02-120-AA02-43-006 SLZ 1-26-2007
Approach looking East.



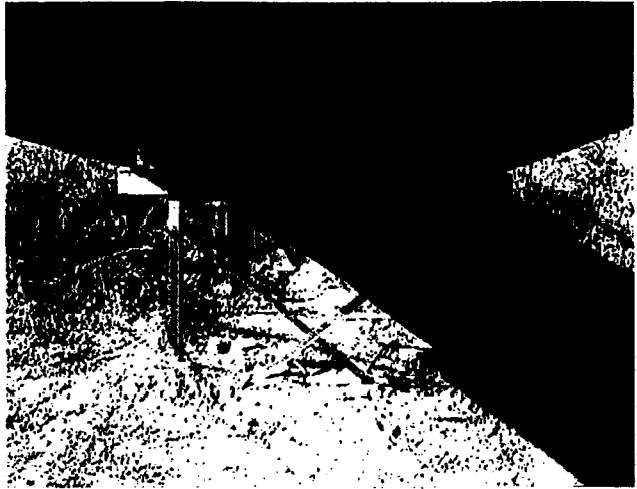
Salt Creek Road over East Salt Creek
02-120-AA02-43-006 SLZ 1-26-2007
Debris in channel upstream.



Salt Creek Road over East Salt Creek
02-120-AA02-43-006 SLZ 1-26-2007
Concrete encased piling.



Salt Creek Rd. at East Salt Creek 1-05-01
120-AA0243-006 Side Southwest GLPanzino



Salt Creek Rd. at East Salt Creek 1-05-01
120-AA0243-006 Under Northeast GLPanzino

ATTACHMENT C (See Note **)

**LIST OF DISTRICT ENGINEER APPROVED
 EQUIVALENT-MATCH PROJECT(S) (EMP)**

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
Three (3) Non-NBI culverts, on Kinder Mountain Road, between Barton Chapel Road and Rock Creek Road	Bryson ISD	No	Replace the culverts	\$11,945
Three (3) Non-NBI culverts, on Rock Creek Road, between FM 1191 and Kinder Mountain Road	Bryson ISD	No	Replace 2 existing culverts And Install 1 new culvert	\$8,430
Non-NBI bridge on Dark Corner Road, ½ mile south of US 380	Jacksboro ISD	No	Replace the bridge	\$14,700
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Squaw Mountain Road at Lodge Creek NBI #021200AA0181002	Jacksboro ISD	No	Replace the bridge	\$27,900
Burwick Road at North Creek Branch NBI #021200AA0172001	Jacksboro ISD		Replace the bridge	\$34,200
Total				\$ 160,175
EMP work credited to this PWP (See Note *)				\$ 66,300
Balance of EMP work available to associated PWP(s)				\$ 93,875
Associated PWP(s) Control-Section-Job (CSJ)	Amount to be Credited to Associated PWP (s)			
0902-40-026	\$46,000			
0902-40-025	\$46,630			

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

Note **: This attachment not applicable for non-Participation-Waived Projects (PWP)

CSJ # 0902-40-024
 District # 02-Fort Worth
 Code Chart 64 #50-120
 Project: Salt Creek Road at East Salt Creek
 NBI Structure # 021200AA0243006

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$72,500</u>	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) \$7,250</u>
Construction	<u>\$518,000</u>	
Engineering and Contingency (E&C)	<u>\$72,500</u>	
The Sum of Construction and E&C	<u>(2) \$590,500</u>	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$59,050</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$0</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) \$66,300</u>
Total Project Direct Cost	<u>(1+2) \$663,000</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.		<u>\$66,300</u>