



Texas Department of Transportation[®]

4777 US Highway 80 East • Mesquite, Texas 75150-6643 • (214) 320-6100

January 7, 2015

Mr. David Salmon, P.E.
City Engineer
City of Lewisville
P.O. Box 299002
Lewisville, TX 75057

RE: CSJ: 0196-02-114; 0196-02-120
Project: IH 35E
Limits: at FM 407 Interchange
Aesthetic Improvements

Dear Mr. Salmon,

Attached for your use is a fully executed original Local Project Advance Funding Agreement (LPAFA) between the Texas Department of Transportation and the City of Lewisville for the aesthetic improvements along IH 35E at FM 407 Interchange.

As outlined in the Agreement, please remit a check or warrant in the fixed amount of \$1,494,776 payable to the Texas Department of Transportation Trust Fund for the City's funding share toward the project construction cost.

If you have any project related questions, please contact Mr. Varuna Singh, P.E. at 214-483-7600 and for contract related questions contact Ms. Polita Fleming at 214-320-4424.

Sincerely,

Mohamed K. Bur, P.E.
Director
Transportation Planning and Development
Dallas District

Attachment

MAP

CC: Varuna Singh, P.E. – SPD – DFW/SPO
Nancy Cline, P.E. – Denton Area Office

✓ Project File

OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer

CSJ #: 0196-02-114; 0196-02-120
District #: 18 - Dallas
Code Chart 64 #: 24500
Project: IH 35E
Limits: at FM 407 Interchange in City of Lewisville

STATE OF TEXAS §
COUNTY OF TRAVIS §

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

ON-SYSTEM

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

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

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

WHEREAS, Texas Transportation Commission Minute Order Numbers 113473 and 113526 authorize the State to undertake and complete a highway improvement generally described as to construct an Interchange and reconstruct mainlanes on IH 35E at FM 407 in the City of Lewisville; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by providing a fixed contribution towards the construction costs to construct aesthetics improvements to include texturized colored sidewalks, retaining walls and abutment walls; specialized light poles and sign posts; lighting and banner poles; raised planters and landscaping items on IH 35E along FM 407 Interchange in the City of Lewisville, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

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1. Time Period Covered

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

2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

3. Payment of Funds

Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

4. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties

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

7. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by

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hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Cost

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

10. Maintenance

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

11. Termination

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

12. Notices

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

Local Government:	State:
City Manager City of Lewisville 151 West Church Lewisville, Texas 75057	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

13. Successors and Assigns

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

14. Amendments

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

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15. Incorporation of Master Agreement Provisions

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

16. State Auditor

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

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

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

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

THE LOCAL GOVERNMENT – CITY OF LEWISVILLE

By: *Donna Barron*

DONNA BARRON
City Manger

Date: 12-1-14

THE STATE OF TEXAS

By: *J. K. Selman, P.E.*

James K. Selman, P.E.
Dallas District Engineer
Texas Department of Transportation

Date: 12/22/14

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Attachment A
PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will provide a fixed contribution of \$1,494,776 towards the cost to construct aesthetics improvements to include texturized colored sidewalks, retaining walls and abutment walls; specialized light poles and sign posts; lighting and banner poles; raised planters and landscaping items on IH 35E along FM 407 Interchange in the City of Lewisville. The Local Government's fixed contribution for this improvement includes construction items and direct state costs.

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation (Fixed)	
		%	Cost	%	Cost	%	Cost
Construction (by State)	\$1,299,805	0%	\$0	0%	\$0	100%	\$1,299,805
Direct State Cost @15%	\$194,971	0%	\$0	0%	\$0	100%	\$194,971
Indirect State Cost @5.94%	\$77,208	0%	\$0	100%	\$77,208	0%	\$0
TOTAL	\$1,571,984		\$0		\$77,208		(Fixed) \$1,494,776

Total Local Government Participation = \$1,494,776 (fixed)

Total Payment by the Local Government to the State on full execution of this Agreement = \$1,494,776 (fixed)