

STATE OF TEXAS §

COUNTY OF TRAVIS §

 ORIGINAL

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT**

**For A
American Recovery and Reinvestment Act of 2009
Project**

THIS 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 City of Austin, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 111716, authorizing the State to undertake and complete a highway improvement generally described as intersection improvements; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement at the _____ City Council meeting, as documented by a certified copy of the meeting minutes which are attached hereto and made a part hereof as Attachment A for the installation of uninterrupted power sources throughout the city of Austin to provide power during emergency outages at the various locations shown on the Map in Attachment B hereinafter referred to as the Project.

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 the 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 the Project is completed or unless terminated as provided below.

2. Scope of Work

The Project involves the acquisition, installation, and activation of uninterrupted power sources to provide power during emergency outages for various intersections in the City of Austin as shown on Attachment B.

3. Local Project Sources and Uses of Funds

- a. The total estimated cost of the Project is shown in the Project Budget - Attachment C which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment C. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.
- e. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its

remaining financial share for the State's estimated construction oversight and construction cost.

- f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. 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 to the State Project.
- h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. 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.
- i. The State will not pay interest on any funds provided by the Local Government.
- j. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this Agreement is terminated at the request of the Local Government prior to completion of the project.
- k. 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, the budget in Attachment "C" will clearly state the amount of the fixed price or the incremental payment schedule.
- l. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- 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.
- n. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

The State will not execute the contract for the construction of the project until the required funding has been made available by the Local Government in accordance with this Agreement.

4. Termination of this Agreement

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the Agreement is terminated in writing with the mutual consent of the parties;

- b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- c. the Local Government elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

5. Amendments

Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. 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.

7. 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 a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

The scope of this project should meet the requirements for a Blanket Categorical Exclusion (BCE). The project sponsor shall complete the BCE checklist in order for a final determination to be made.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of all projects 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

The Local Government has responsibility for the performance of architectural and engineering services.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related thereto, or approved City of Austin Standard Technical Specifications.

The Local Government shall submit the completed 100% PS&E to the AUS District Design Office for review and approval within the schedule provided by the TxDOT AUS District Design Office, to meet the American Recovery and Reinvestment Act of 2009 (ARRA) deadline.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- a. Local Government 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. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- c. Prior to their execution, the State will review and approve contract change orders.
- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- e. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

- a. The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

14. 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:

Local Government:	State:
Director, Austin Transportation Department City of Austin, P.O. Box 1088 Austin, Texas 78767-1088	Director of Contract Services Texas Department of Transportation 125 E. 11th Austin, Texas 78701

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.

15. Legal Construction

If 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.

16. Responsibilities of the Parties

The State and the Local Government agree that neither 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.

17. 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.

18. 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.

19. Sole Agreement

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

20. 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.

21. 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.

22. Inspection of Books and Records

The parties to this 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.

Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

In accordance with Section 902 ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and

- b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

23. 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 A-133.

Whenever funds from the American ARRA are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the 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).

25. Disadvantaged Business Enterprise Program Requirements

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

26. 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." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. 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.

27. 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 individual projects 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.

28. 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.

29. 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

Name

Printed Name and Title

Date

THE STATE OF TEXAS

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

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date

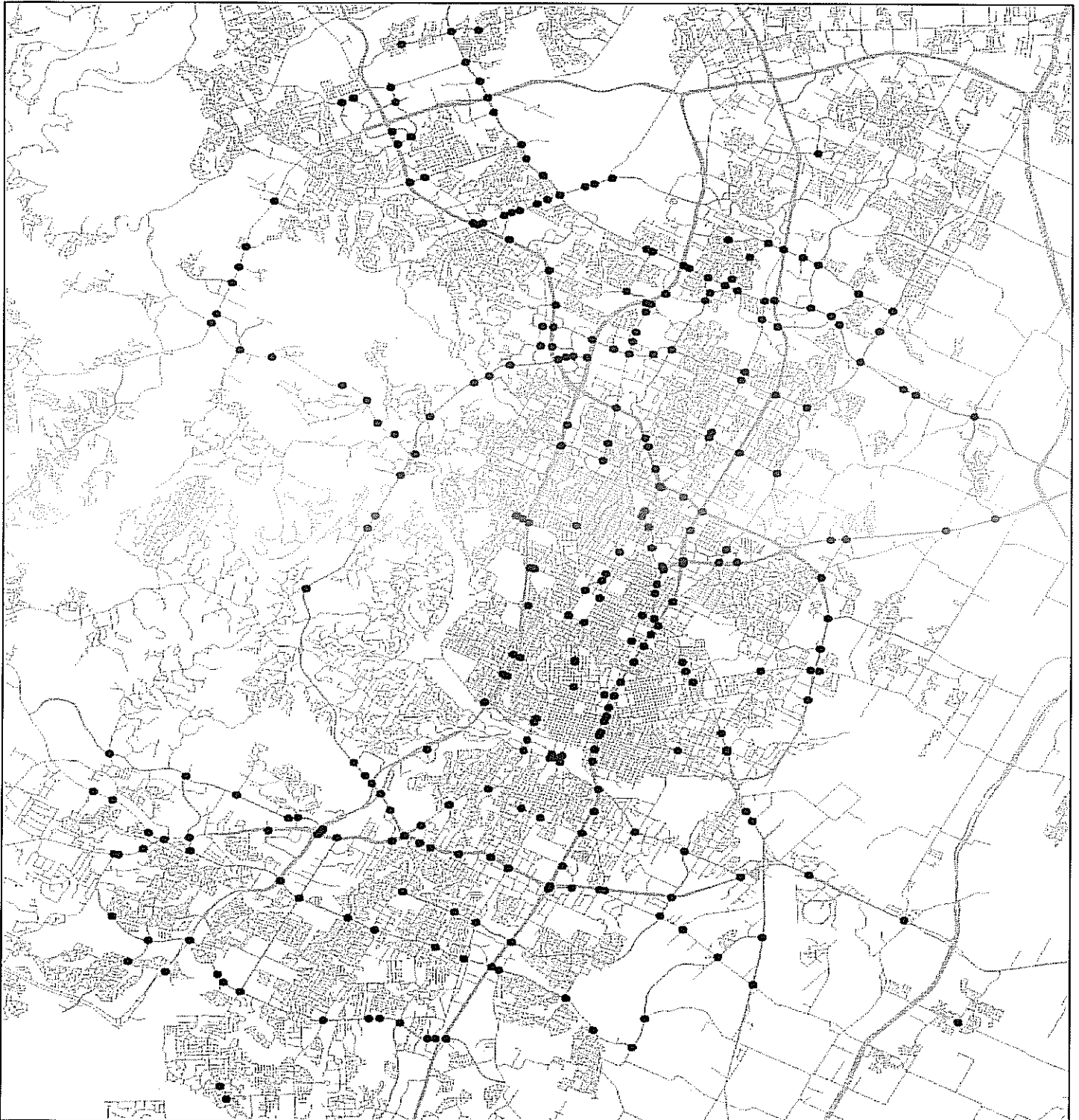
CSJ #0914-00-325
District # 14.
Code Chart 64 #02100
ARRA Intersection Safety Improve ments
CFDA # 20.205

ATTACHMENT A

Resolution or Ordinance

ATTACHMENT B

Location Map Showing Project



INTX No.	PRIMARY	CROSS_ST
172	AIRPORT	KOENIG (S)
170	AIRPORT	51ST
169	AIRPORT	45TH
164	AIRPORT	ML KING
17	AIRPORT	DENSON
171	AIRPORT	53RD
165	AIRPORT	MANOR
166	AIRPORT	38TH 1/2 ST, ANCHOR
159	AIRPORT	ARCO, BOLM
157	AIRPORT	SHADY LANE
9	AIRPORT	LAMAR
160	AIRPORT	SPRINGDALE
167	AIRPORT	IH 35 (ESR)
173	AIRPORT	KOENIG (N)
14	AIRPORT	GAUDALUPE
84	ALLANDALE	BURNET, KOENIG
673	AMBERGLEN	PARMER
994	AMHERST	PARMER
961	AMHERST	DUVAL
78	ANDERSON LN	BURNET
97	ANDERSON LN	LOOP 1 (ESR)
675	ANDERSON MILL	PARMER
601	ANDERSON MILL	US 183 ESR
646	ANDERSON MILL	POND SPRINGS
695	ANDERSON SQUARE	US 183 (WSR)
430	ATLANTA	LAKE AUSTIN
893	AVERY RANCH	PARMER
812	AVERY RANCH	ROY BUTLER
895	AVERY RANCH	STAKED PLAINS
440	BALCONES	NORTHLAND
803	BALCONES WOODS	US 183 (ESR)
757	BARSTOW	SLAUGHTER
876	BARTON CREEK MALL	CAPITAL OF TEXAS
818	BARTON SKYWAY	LOOP 1 (ESR)
127	BARTON SKYWAY	LAMAR
132	BARTON SPRINGS	CONGRESS
121	BARTON SPRINGS	LAMAR
134	BARTON SPRINGS	SOUTH 1ST
133	BARTON SPRINGS	RIVERSIDE
861	BELL MOUNTAIN	RM 2222
510	BEN WHITE	MONTOPOLIS
504	BEN WHITE	WOODWARD
506	BEN WHITE	IH35 SSR
501	BEN WHITE	RIVERSIDE
416	BEN WHITE	CONGRESS (SSR)
544	BEN WHITE	SOUTH 1ST (SSR)
548	BEN WHITE	MANCHACA (SSR)
588	BEN WHITE	PACKSADDLE, VICTORY SSR
684	BEN WHITE	LAMAR (SE INT)
546	BEN WHITE	BANNISTER (SSR)
505	BEN WHITE	IH35 NSR

INTX No.	PRIMARY	CROSS_ST
582	BEN WHITE	BURLESON (W)/TODD
584	BEN WHITE	BURLESON (E)
651	BERKMAN	US 290 (NSR)
414	BLUFF SPRINGS	WILLIAM CANNON
612	BOSTON	SOUTHWEST PARKWAY
889	BOULDER (NORTH)	R.M. 620
888	BOULDER (SOUTH)	R.M. 620
532	BOWIE HIGH SCHOOL	SLAUGHTER
527	BRAKER	DESSAU
467	BRAKER	IH 35 (ESR)
459	BRAKER	KRAMER
456	BRAKER	METRIC
466	BRAKER	IBM (DOMAIN)
526	BRAKER	LOOP 1 (WSR)
469	BRAKER	LAMAR
462	BRAKER	BURNET
661	BRAKER	JOLLYVILLE
809	BRAKER	US 183 (ESR)
432	BRODIE	SLAUGHTER
419	BRODIE	WILLIAM CANNON
892	BRODIE	US290 (NSR)
383	BRODIE	FRATE BARKER
420	BRODIE	GATLIN GUN
184	BRODIE OAKS	LAMAR
579	BULL CREEK	45TH
556	BURLESON	McKINNEY FALLS
534	BURLESON	MONTOPOLIS
499	BURLESON	SMITH SCHOOL RD
497	BURLESON	US 183
77	BURNET	STECK
464	BURNET	KRAMER
463	BURNET	IBM
458	BURNET	GAULT
667	BURNET (NSR)	US 183
960	CAMERON	DESSAU, RUNDBERG
653	CAMERON	ST. JOHNS
654	CAMERON	US 290 (NSR)
852	CAPITAL OF TEXAS	COURTYARD
849	CAPITAL OF TEXAS	GREAT HILLS TRAIL
848	CAPITAL OF TEXAS	LAKEWOOD
882	CAPITAL OF TEXAS	LOOP 1 (ESR) SOUTH
883	CAPITAL OF TEXAS	LOOP 1 (WSR) SOUTH
866	CAPITAL OF TEXAS	PASCAL
991	CAPITAL OF TEXAS	RM 2222 (ESR)
850	CAPITAL OF TEXAS	SPICEWOOD SPRINGS (N)
847	CAPITAL OF TEXAS	SPICEWOOD SPRINGS (S)
855	CAPITAL OF TEXAS	STONELAKE
875	CAPITAL OF TEXAS	WALSH TARLTON
424	CAPITAL OF TEXAS	WESTGATE
832	CAPITAL OF TEXAS	WESTLAKE
856	CAPITAL OF TEXAS	SAM'S DRWY

INTX No.	PRIMARY	CROSS_ST
854	CAPITAL OF TEXAS	LOOP 1 (ESR) NORTH
857	CAPITAL OF TEXAS	US 183 (ESR)
833	CAPITAL OF TEXAS	CEDAR
436	CEDAR BEND	METRIC
976	CENTER OF THE HILLS	TX 71
358	CENTERLINE	HOWARD
359	CENTRAL COMMERCE	GRAND AVE
136	CESAR CHAVEZ (1ST)	IH 35 (ESR)
872	CHASEWOOD	METRIC
536	CITY PARK	RM 2222
778	CONGRESS	SLAUGHTER
138	CONGRESS	RIVERSIDE
409	CONGRESS	STASSNEY
143	CONGRESS	OLTORF
411	CONGRESS	WILLIAM CANNON
713	CONVICT HILL	U.S. 290(WEST)
682	CORPUS CHRISTI	McNEIL
786	DALLAS	PARMER
42	DEAN KEETON (26TH)	GUADALUPE (NORTH)
41	DEAN KEETON (26TH)	GUADALUPE (SOUTH)
540	DESSAU	HOWARD
828	DESSAU	PARMER
494	DUVAL	LOOP 1 (WSR)
609	DUVAL	US 183 (ESR)
212	ENFIELD	NEWFIELD (LOOP 1)
211	ENFIELD	WINSTEAD (LOOP 1)
679	ESCARPMENT	LaCROSSE
421	ESCARPMENT	WILLIAM CANNON
681	ESCARPMENT	SLAUGHTER
696	FAIRFIELD	US 183 (ESR)
531	FLETCHER	SILVERMINE, TX 71
703	FM 1826	US 290 (WEST)
913	FM 2222	PARK CENTRE DR
878	FM 973 (WEST)	SH 71
206	FOSTER RANCH	SOUTHWEST PARKWAY
874	FOUR POINTS	RM 620
716	GEORGIAN, NRTHCRST	US 183 (WSR)
802	GILES	JOHNNY MORRIS, US 290
347	GRACY FARMS	LOOP 1
632	GREAT HILLS TRAIL	JOLLYVILLE
810	GREAT HILLS TRAIL	US 183 (ESR)
549	GROVE	RIVERSIDE
50	GUADALUPE	45TH
23	GUADALUPE	ML KING
2	GUADALUPE	LAMAR
48	GUADALUPE	38TH
971	HANCOCK MALL	IH 35 (ESR)
784	HARRIS BRANCH	US 290
863	HARRIS BRANCH	PARMER LN
764	HARRIS GLENN	PARMER LN
740	HARRIS RIDGE	PARMER, TECH RIDGE

INTX No.	PRIMARY	CROSS_ST
338	HARRIS RIDGE	HOWARD
236	HARTFORD	WINDSOR
637	HEFLIN	ML KING, SPRINGDALE
378	HEINEMAN	McNEIL
767	HOLLY	IH 35 (ESR)
693	HOWARD	IH 35 (WSR)
726	HOWARD	McALLEN PASS
435	HOWARD	METRIC
867	HYMEADOW	LAKECREEK, PECAN PARK
346	IH 35	6TH (ESR)
597	IH 35	RUNDBERG (ESR)
765	IH 35	SLAUGHTER (ESR)
595	IH 35	ST. JOHNS (ESR)
621	IH 35	US 183 (ESR)
590	IH 35	US 290 (ESR) NE INT
592	IH 35	US 290 (ESR) SE INT
341	IH 35	11TH (ESR)
340	IH 35	12TH (ESR)
72	IH 35	38TH 1/2 (ESR)
658	IH 35	51ST (ESR)
772	IH 35	MANOR (ESR)
386	IH 35	OLTORF (ESR)
508	IH 35	WOODWARD(slave)
538	IH 35	PARMER (WSR)
384	IH 35	RIVERSIDE (ESR)
426	IH 35	STASSNEY (ESR)
413	IH 35	WILLIAM CANNON (ESR)
345	IH 35	7TH (ESR)
982	IH 35	32ND (ESR)
36	IH 35	ML KING (ESR)
339	IH 35	15TH (ESR)
385	IH 35	WOODLAND (ESR)
528	IH35	TECH RIDGE/YAGER(WSR)
711	INDUSTRIAL OAKS	US 290 (SSR) MONTERAY OAKS
107	JACKSON	LOOP 1 (ESR), 35TH
689	JESTER	RM 2222
5	KOENIG	LAMAR
781	LA CROSSE	LOOP 1 (ESR)
603	LAKE CREEK	US 183 ESR
395	LAKE CREEK	LAKE LINE MALL BLVD
663	LAKECREEK	LAKELINE BLVD
688	LAKELINE BLVD	RIDGELINE
476	LAMAR	RUTLAND
485	LAMAR	NORTH BEND
535	LAMAR	YAGER, (COXVILLE)
519	LAMAR	PARMER
103	LAMAR	38TH
118	LAMAR	6TH
119	LAMAR	5TH
120	LAMAR	RIVERSIDE
640	LAMAR	US 183 (SE)

INTX No.	PRIMARY	CROSS_ST
3	LAMAR	51ST
11	LAMAR	ST. JOHNS
123	LAMAR	OLTORF
641	LAMAR	US 183 (SW)
475	LAMAR	RUNDBERG
102	LAMAR	45TH
324	LAMAR, US290	WESTGATE (SSR)
539	LAMPLIGHT VILLAGE	METRIC
520	LAMPLIGHT VILLAGE	PARMER
645	LAMPLIGHT VILLAGE	SCOFIELD FARMS
606	LANELINE BLVD	PECAN PARK
794	LOOP 1	SOUTHWEST PRKWY (SSR)
450	LOOP 1	STECK (ESR)
789	LOOP 1	US 290 (NSR) NE INT
790	LOOP 1	US 290 (SSR) SE INT
580	LOOP 1	45TH (ESR)
442	LOOP 1	NORTHLAND (ESR)
995	LOOP 1	WILLIAM CANNON (ESR)
517	LOOP 1	PARMER (ESR)
787	LOOP 1	SLAUGHTER (ESR)
770	LOOP 1	WATERS PARK (ESR)
865	LOS INDIOS	McNEIL
628	LOYOLA	US 183
192	MANCHACA	STASSNEY
194	MANCHACA	WILLIAM CANNON
197	MANCHACA	SLAUGHTER
558	MANCHACA	OLD MANCHACA RD
626	MANOR	SPRINGDALE, US 183 (ESR)
524	MARKET DRWY	PARMER
741	McALLEN PASS	PARMER LN
779	McKINNEY FALLS	WILLIAM CANNON
561	McKINNEY FALLS	US 183
705	MCKINNEY FALLS	D G COLLINS
838	McNEIL	YMCA
665	McNEIL	McNEIL HIGH SCHOOL
826	McNEIL	RM 2222
677	McNEIL	PARMER
815	McNEIL	SAN FELIPE
805	McNEIL	TECHNOLOGY
845	McNEIL	TEXAS INSTRUMENTS
666	McNEIL RD	McNEIL DRIVE
721	McNEIL/ SPICEWOOD	US 183 (ESR)
455	METRIC	PARMER
19	METRIC	SCOFIELD LANE
28	ML KING	RED RIVER
635	ML KING	US 183 (ESR)
636	ML KING	US 183 (WSR)
629	MOTOROLA	TRACOR, US 183
799	NEENHA	PARMER
439	NORTHLAND	RM 2222, PARKCREST
607	OAK KNOLL	US 183 (ESR)

INTX No.	PRIMARY	CROSS_ST
717	OHLEN	US 183 (ESR)
145	OLTORF	SOUTH 1ST
701	PALACE PARKWAY	SLAUGHTER
825	PARMER	RM 620 (WSR)
776	PARMER	SPECTRUM DR
807	PARMER	SILVERCREEK
813	PARMER	SCOFIELD FARMS
562	PARMER	SAMSUNG Entrance
674	PARMER	TAMAYO
572	PARMER	SAMSUNG BLVD
322	PEARCE	ROSS
712	PINNACLE	US 290
198	PLEASANT VALLEY	WILLIAM CANNON
355	PLEASANT VALLEY	7TH
391	PLEASANT VALLEY	RIVERSIDE (S)
723	POND SPRINGS	US 183 (ESR)
68	RED RIVER	38TH 1/2
69	RED RIVER	45TH
530	REPUBLIC OF TEXAS	SOUTHWEST PARKWAY
827	RIVER PLACE	RM 2222
137	RIVERSIDE	SOUTH 1ST
873	RM 620	RM 2222
879	RM 620	WILSON PARKE
829	RM 620	SCHLUMBERGER
839	SALT SPRINGS	WILLIAM CANNON
271	SLAUGHTER	UNITED KINGDOM
204	SLAUGHTER	SOUTH 1ST
542	SLAUGHTER	WOLFTRAP
570	SLAUGHTER	CULLEN
733	SOUTHWEST PARKWAY	TRAVIS COOK
739	SOUTHWEST PARKWAY	WILLIAM CANNON
800	SPRINGDALE	U.S.290
403	STASSNEY	SOUTH 1ST
500	THOMPSON	US 183
831	THORNBERRY	TX 71
801	TUSCANY WAY	US 290
709	TX 71	US 290 (WYE)
557	TX 71	Covered Bridge
706	TX 71/ U.S.290	WILLIAM CANNON
737	US 183	51ST
498	US 183	VARGAS
708	US 183 EST	PECAN PARK
418	WESTGATE	WILLIAM CANNON
404	WILLIAM CANNON	SOUTH 1ST
237	WINDSOR	WINSTEAD

ATTACHMENT C

Project Budget

The Local Government will participate in the cost of the acquisition, installation, and activation of uninterrupted power sources to provide power during emergency outages for various intersections in the City of Austin on various roadways. The American Recovery and Reinvestment Act of 2009 funding (ARRA) will be applied first to the construction cost of the project. The ARRA funding will be reimbursed at 100% to the maximum participation amount of \$1,500,000. The ARRA reporting requirements will apply to the construction bid items specifically identified for receipt of ARRA funding. The Local Government's estimated participation of the Project will be the balance of the construction bid item costs. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
uninterrupted power sources to provide power including applicable conduits, wiring and control console to be located at the City of Austin Traffic Management Center	\$1,500,000	100%	\$1,500,000	0%	\$0	0%	\$0
Subtotal	\$1,500,000		\$1,500,000		\$0		\$0
Direct State Costs (including plan review, inspection and oversight) 5%	\$75,000	0%	\$0	0%	\$0	100%	\$75,000
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$	0%	\$
TOTAL	\$1,575,000	\$1,500,000		\$0		\$75,000	

Direct State Cost will be based on actual charges.

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.