



# Texas Department of Transportation

April 15, 2008

Tom Forrest  
Transportation, Planning & Sustainability Department  
City of Austin  
P. O. Box 1088  
Austin, Texas 78767-1088

RE: Project: BR 2001 (756)  
CSJ: 0914-04-177  
Limits: Cameron Rd. at Branch Gilleland Creek  
County: Travis

Dear Mr. Forrest:

A request for additional funds was made on February 4, 2008 to the City of Austin in accordance with the terms of the agreement negotiated with the State. The City of Austin placed a total of \$93,181.00 as advanced payments to be used for paying their share of construction on the above referenced project.

The City of Austin final statement of cost on this project amounted to \$127,883.05 leaving a deficit of \$34,702.05. As of today, these funds are still uncollected. We are requesting a warrant be issued to the Texas Department of Transportation in the amount of \$34,702.05 and forwarded to our office within thirty days from receipt of this letter.

Your immediate attention will be appreciated. If you have any additional questions, please contact Danny Stabeno at 512-832-7033.

Sincerely,

James D. Klotz, P.E.  
Director of Construction  
Austin District

Attachment



# Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512)832-7000

February 4, 2008

Tom Forrest  
Transportation, Planning & Sustainability Department  
City of Austin  
P. O. Box 1088  
Austin, Texas 78767-1088

RE: Project: BR 2001 (756)

CSJ: 0914-04-177

Limits: Cameron Rd at Branch Gilleland Creek

County: Travis

Dear Mr. Forrest:

The above captioned project has been completed and accepted by the State. In accordance with the terms of the agreement negotiated with the State, the City of Austin placed a total of \$93,181.00 as advanced payments to cover its share of the estimated costs associated with the construction of this project. Final auditing by this office revealed additional funds due to TxDOT.

Attached is your final Statement of Cost amounting to \$127,883.05 leaving a deficit of \$34,702.05. Please remit a check made payable to the Texas Department of Transportation in the amount of \$34,702.05 within thirty days from receipt of this letter.

If you should have any questions concerning this matter, please contact Danny Staben at 512.

Sincerely,

James D. Klotz, P.E.  
Director of Construction  
Austin District

Attachment

Final Statement of Cost

Project: BR 2001 (756)

CSJ: 0914-04-177

Bridge Replacement at Branch of Gilleland Creek

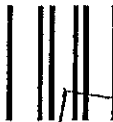
City of Austin Cost for Waterline Relocation – RW 914-4-209

Contract Construction Items (100 % City)	\$ 125,375.54
Administration Cost (2%)	<u>\$ 2,507.51</u>
Total City of Austin Cost	\$ 127,883.05
Less Advanced Funds Received from City	<u>\$ 93,181.00</u>
Additional Funds Required from City	\$ 34,702.05

Certified Correct:

Don R. Italiano

UNITED STATES POSTAL SERVICE



First  
Post  
USP  
Perm

T.X.D.O.T.  
Received

• Sender: Please print your name, address, and ZIP+4 in this

APR 23 2006

ROBERT B. DAIGH, P.E.  
DISTRICT ENGINEER  
P.O. DRAWER 15426 NEAS  
AUSTIN, TEXAS 78761-5426

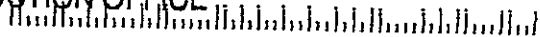
District 14 - Mail Roo  
Austin, TX

PLEASE RETURN TO:

AUSTIN DISTRICT

CONSTRUCTION OFFICE

914-4-177





# Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

D. Stabeno  
JLQ

June 29, 2004

County: Travis  
CSJ: 0914-04-177  
Location: Cameron Road at Branch Gilleland Creek

Tom Forrest  
Transportation, Planning & Sustainability Dept.  
City of Austin  
P.O. Box 1088  
Austin, Texas 78767-1088


Dear Mr. Forrest:

Enclosed for your records is an executed agreement for the above referenced project. The project consists of water line relocation on Cameron Road at Harris Branch Parkway.

A check in the amount of \$93,181.00 has been received.

If you have any questions, please contact me at (512) 832-7050. Your assistance is appreciated.

Sincerely,

  
Patricia L. Crews-Weight, P.E.  
District Design Engineer

## Attachments

cc: Chris Hatla  
David Plutowski, P.E.  
Doris Pabon, CSO  
Danny Stabeno

THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

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

**THIS 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**, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

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

**WHEREAS**, Commission Minute Order Number 107335 authorizes the State to undertake and complete a highway improvement generally described as replace off-system bridge and approaches;

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as water line relocation improvements, hereinafter 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**

**Article 1. Time Period Covered**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

**Article 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.

### **Article 3. 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. 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.

### **Article 4. Responsibilities of the Parties**

The Local Government acknowledges that while it is not an agent, servant, nor employee of the State, it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

### **Article 5. 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 government creates the documents with its own forces or by hiring a consultant or professional provider.

### **Article 6. Interest**

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

### **Article 7. 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 herein by reference, or special specifications approved by the State.

### **Article 8. Increased Costs**

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 10 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or any other locally proposed changes, including, but not limited to plats or replats, result in increased costs, then, any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing such right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including expenses related to relocation, removal, or adjustment of eligible utilities.

#### Article 9. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

#### Article 10. Termination

This agreement may be terminated in the following manner:

- ♦ by mutual written agreement and consent of both parties;
- ♦ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ♦ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ♦ 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.

#### 11. 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 or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Director	District Engineer
Transportation, Planning and Design Dept.	Austin District
City of Austin, P.O. Box 1088	P.O. Drawer 15426
Austin, Texas 78767-1088	Austin, Texas 78761-5426

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.

#### Article 12. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.



**Article 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.

**Article 14. Amendments**

By mutual written consent of the parties, this contract may be amended prior to its expiration.

**Article 15. 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.

**Article 16. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

**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 R. L. Stuard Date 6/24/04  
for District Engineer

**THE LOCAL GOVERNMENT**

Name of the Local Government City of Austin

By Laura J. Huffman Date 6/21/04

Typed or Printed Name and Title Laura J. Huffman  
Assistant City Manager

## ATTACHMENT A

### Payment Provision and Work Responsibilities

#### 1. Project

The parties agree that the improvements to the existing water facilities on Cameron Road shall be provided through certain City water facilities to be constructed by the State. The water facilities shall be owned, operated, and maintained by the Local Government prior to and after completion and final acceptance by the State and the Local Government. The parties agree that required relocation of pipe and its appurtenances shall be funded by the Local Government and constructed by the State. The costs of remediation of any contamination attributable to the Local Government's facilities encountered during construction shall be borne by the Local Government.

#### 2. Local Government Responsibilities

The Local Government shall perform the following:

- a) Engage the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for the construction of the waterline improvements and to provide construction engineering services for same;
- b) Obtain all City permits for the Project. Obtain Texas Commission on Environmental Quality (TCEQ) approvals for construction of water lines. Inspect, test and report test results on the water line to TCEQ in accordance with State requirements;
- c) Arrange and coordinate with the contractor, materials and equipment testing, reject all work not conforming to minimum requirements of the construction contract documents and advise the engineer and the State, of work that the Local Government determines should be corrected or rejected;
- d) Arrange and observe with the contractor all acceptance testing (including without limitation, pressure testing, pump start up, bacteriological testing, etc) and notify the State and the engineer of the conduct of same;
- e) Notify the State and the engineer of defects and deficiencies in the work and observe actions of the contractor to correct such defects and deficiencies;
- f) Maintain the Local Government's daily construction inspection reports, a quantity list, and additional or revised drawings for the water line improvements;
- g) Prepare certificate of substantial completion of the water line improvements for Project Engineer concurrence and submit to the contractor a list of observed items requiring completion or correction; and,
- h) Coordinate the water line improvements with the State's Engineer.

3. State's Responsibilities:

- a) Include the water line improvements within the State's construction project, designated as CSJ 0914-04-177, in the City of Austin;
- b) In accordance with the competitive bidding process, advertise and receive bids, determine the low bidder and award a contract for the construction phase of the Project;
- c) Receive concurrence from the Local Government prior to award to the low bidder;
- d) Obtain all required permits, consents, TCEQ Water Pollution and Abatement Plan approvals, inspections, tests, and authorizations necessary for construction completion except for those required by the Local Government;
- e) Include in the construction contract general conditions of contract including, without limitation, those regarding insurance and bonding requirements;
- f) Assign to the Local Government all guarantees, maintenance bonds, or like assurances of performance applicable to the Project, after final acceptance of the Project by the State and the Local Government;
- g) Include in the construction contract general conditions of contract including, without limitation, those regarding warranties, insurance, and bonding requirements. The State shall also secure from the contractor selected a certificate of insurance evidencing that the Local Government has been designated as an additional insured with respect to all liability coverages in accordance with the usual stipulations of the State's standard general conditions; and,
- h) Administer all change orders required for the Project. All change orders increasing construction contract costs for the Local Government's Project shall be submitted to the Local Government for review and approval together with an evaluation. The Local Government agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless City Council approval is necessary, in which case the Local Government shall bring the item to City Council as soon as reasonably possible.
- i) Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule;
- j) Conduct field observations and coordinate with Local Government inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance;
- k) Make timely payment to the contractor for work performed in connection with the Project;

- l) Ensure access and permit the Local Government's inspectors and other authorized representatives to inspect the construction at all times during the construction;
- m) Conduct and coordinate final inspection of the Project in the presence of the Local Government's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same; and,
- n) Maintain the job file.

#### 4. Payment Provisions

The Local Government will be responsible for 100% of the costs of this Project to complete the work.

The agreement will be based on actual costs required to complete the Project. The estimated project costs are:

Estimated Bid Items (from attached sheet)	\$ 91,354.00
Administration Costs (2%)	\$ 1,827.08
Estimated Total Cost of Project	\$ 93,181.00

The Local Government shall submit a check to the State, in the amount of \$1,827.08, immediately upon receiving an executed agreement. The balance of the estimated costs will be due forty-five days prior to the State's date of bid opening.

The Local Government will be responsible for any costs required for Project completion. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government or the State will be promptly paid by the owing party.

#### 5. Ownership of Facilities

From, and after the time of final completion and acceptance by the Local Government, the Local Government shall own, operate and maintain same. The State agrees to execute and deliver to the Local Government such bills of sale, assignments or other instruments of transfer requested by the Local Government, if deemed appropriate by the State. The Local Government agrees that its final acceptance of the Project shall not be unreasonably delayed or denied.

## Proposed Improvements Cameron Road at Branch Gilleland

Subtotal	\$ 76,128.00
Contingency (20%)	\$ 15,226.00
Total Bid Items	\$ 91,354.00
Administrative Costs (2%)	\$ 1,827.08
Total Estimated Project Costs	\$ 93,181.08

# Office of the City Clerk

## Minutes of Council action on consent items

The following are the results of Council votes on the Consent Agenda. The results are unofficial until the minutes for that meeting are approved at a later Council session.

Austin City Council

MINUTES

REGULAR MEETING

THURSDAY, JUNE 10, 2004

The City Council of Austin, Texas, convened in a regular meeting on Thursday, June 10, 2004 in the Board Room at Lower Colorado River Authority Hancock Building, 3700 Lake Austin Boulevard.

### CONSENT AGENDA

The following items were acted on by one motion. No separate discussion or action occurred on any of the items. The consent items were approved on a 6-0 vote. Mayor Pro Tem Goodman was off the dais.

10. Authorize negotiation and execution of an interlocal agreement with the Texas Department of Transportation for relocation of City water facilities as part of Cameron Road at Harris Branch Parkway project in an amount not to \$93,181.08. (Funding is included in the Fiscal Year 2003-2004 Capital Budget of the Austin Water Utility.) (Recommended by the Water and Wastewater Commission.) **Resolution No. 040610-10 was approved.**