



JUN 28 2004

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Texas Department of Transportation

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

June 21, 2004

County: Travis
CSJ: 2102-01-048
Location: RM 2244: 0.13 Mi E of Eanes Creek
To Westwood St.

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

Dear Mr. Forrest:

Enclosed are two original counterparts of an agreement for the above referenced project. The project consists of providing for an alternate design for the previously completed storm drain design along RM 2244 between Eanes Creek and Westwood Street.

Please return the two executed documents to my attention for final processing. A fully executed agreement will be returned for your records. A check made payable to the Texas Department of Transportation, in the amount of \$51,600.00, is due immediately upon receipt of a fully executed agreement.

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: Lisa Brundrett, P.E., S. Travis Area Office
District Consultant Office

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 107737 authorizes the State to undertake and complete a highway improvement generally described as construct 4-lane urban roadway with continuous left turn lane; and,

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 redesign of storm drain system on RM 2244 to accommodate City of Austin water line, 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.

If 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 Transportation, Planning & Sustainability Dept. City of Austin, P.O. Box 1088 Austin, Texas 78767-1088	District Engineer Austin District P.O. Drawer 15426 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 _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government _____

By _____ Date _____

Typed or Printed Name and Title _____

ATTACHMENT A

Payment Provision and Work Responsibilities

1. Project

The parties agree that the Local Government will provide funding for an alternate design for the previously completed storm drain design along RM 2244 between Eanes Creek and Westwood Street. The State, through an engineer procured by contract, (the "Engineer"), will provide the alternate design; the terms and conditions of the alternate design are located in Exhibit 1 to Attachment A of this document. The alternate design may include additional storm drain pipe lengths and additional inlets and/or junction boxes.

2. Work Responsibilities

The Engineer will present the design in both electronic and 11in x 17in mylar prints suitable for inclusion in the State construction plans. The Engineer will revise the Summaries applicable to the re-design and will provide the State with these revised quantities for inclusion into the construction plans.

Upon request, the Local Government shall provide electronic documents including horizontal and vertical position of the existing water line(s) to the Engineer.

The Local Government shall be responsible for performing a 95% review of the proposed design by the Engineer and for verification of the accuracy and location of the proposed design. The Local Government shall provide comments to the State on the 95% review within 10 business days of receiving the proposed design by the Engineer.

The State will check and approve invoices and the proposed work schedule submitted by the Engineer.

3. Payment Provision

The Engineer has estimated the cost of the redesign to be \$51,600.00 for the work described herein. The Local Government will be responsible for 100% of the costs, including overruns, to complete the work. The Local Government shall submit a check in the amount of \$51,600.00 immediately upon execution of the agreement and before any design work shall begin.

EXHIBIT 1 TO ATTACHMENT A

Contract No. 14-448P5007

Work to be Provided by the Engineer

CSJ: 2102-01-048
Travis County
RM 2244 – Segment 2
0.13 Mi E of Eanes Creek, to Westwood Street
Upgrade to 4-Lane Urban Roadway with Continuous Left Turn Lane

The Engineer shall communicate and coordinate very closely with the TxDOT Austin – South Travis Area Office throughout the Project.

The Engineer shall respond to questions and comments within 5 working days or as agreed to by the State.

The Engineer shall provide the following engineering services required for the preparation of plans, specifications and estimates (PS&E) and related documents. The plans will be prepared in English units.

FC 161 DRAINAGE

Drainage Design

Portions of the drainage plans will be redesigned due to conflicts with the proposed storm sewer and existing 54" and 48" waterlines located in RM 2244. It is anticipated that the redesign will be limited to Storm Sewer Systems 2 and 4. For Storm System 2 it is assumed that the extent of the changes will be approximately from Sta. 529+85 to Sta. 537+00 and from Sta. 544+50 to Sta. 550+50. For Storm Sewer System 4 it is assumed that the extent of the changes will be approximately from Sta. 529+28 to Sta. 563+22. The revisions to the drainage plans will include the following tasks:

Storm sewer plan and profiles will be revised for Storm Sewer Systems 2 and 4 to indicate new locations of inlets, new locations of storm sewer pipes, as well as revised storm sewer profiles indicating revised elevations and grades.

Drainage area maps will be analyzed and revised to account for redesigning the inlets associated with Storm Sewer Systems 2 and 4. The drainage areas to these inlets will change due to the realignment of the storm sewer systems around the existing waterlines.

Storm sewer lateral plan and profile sheets will be revised to reflect new storm sewer line and inlet locations.

Culvert at Sta. 547+56.58 plan and profile sheet will be revised to reflect changes to the downstream storm sewer system to which this culvert connects.

Storm sewer computations will be modified to reflect new storm sewer alignments, lengths, and grades. The Hydraulic Data Sheets will be revised to reflect these new calculations.

Quantities and summaries will be revised to reflect storm sewer system changes.

FC 163 Miscellaneous (Roadway)

The Engineer shall coordinate with TxDOT, local municipal agencies, and subconsultant, as needed.

DELIVERABLES

The Engineer shall:

- make submittals to the TxDOT South Travis Area Office at the 95% design completion stage. Submittals will include revised bid cost estimate and preliminary PS&E supporting paperwork and checklist.

The 95% submittal will include *revised* plans, specifications and estimates and all PS&E supporting paperwork that will be sent to the District for review. The 100% submittal will consist of mylars and all revisions requested at the District plan review.

- provide TxDOT with a CD of all *revised* design documents (excluding standard drawings) for this project.
- Provide one set of *revised* 11in x 17in mylar originals with a Texas Licensed Professional Engineer's seal on each sheet and three (3) sets of prints of the plans.

REFERENCES

Standard Specifications for Construction of Highways, Streets and Bridges – TxDOT
Special Provisions and Special Specifications - TxDOT
PS&E Preparation Manual – TxDOT
Roadway Design Manual – TxDOT
Project Development Process - TxDOT
Bridge Project Development Manual – TxDOT
Hydraulic Design Manual – TxDOT
Bridge Design Manual – TxDOT
Bridge Detailing Manual – TxDOT
Geotechnical Manual – TxDOT
Pavement Design Manual - TxDOT
Texas Manual on Uniform Traffic Control Devices – TxDOT
Texas Accessibility Standards - TxDOT
A Policy on Geometric Design of Highways and Streets ("The Green Book") – AASHTO
Highway Capacity Manual Special Report 209 – Texas Research Board
Technical Advisory T6640.8A – FHWA
Noise Guidelines – TxDOT

Air Quality Guidelines – TxDOT
Standard Highway Sign Designs For Texas – TxDOT
Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals – AASHTO
Utility Accommodation Policy – TxDOT
Utility Manual – TxDOT
Right of Way, Vol 1 thru 7, TxDOT
Code of Federal Regulations, Title 23 – “Highway” – Federal Register
Administrative Order 5-89 – Signing, Sealing and Dating of Engineering Documents – TxDOT
Administrative Circular 26-91 – Minimum Signing, Sealing and Dating Procedures for Department Engineering Documents – TxDOT
Administrative Circular 25-84 – Soils Information for High Mast Lighting, Overhead Sign Bridges, and Retaining Walls – TxDOT
Administrative Circular 25-92 – Division of Bridges and Structures to be responsible for all geotechnical engineering support for foundations, retaining walls, and embankment stability and settlement – TxDOT

NOTES:

All design shall be in accordance with the above references, except where variances are permitted in writing by the State.

The Engineer is responsible for purchasing all references that are required for the project.

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