



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 28, 2012

**Prepared By:** Steve Sun **Phone #:** 825-4688

**Division Director/Manager:** Steve Sun, P.E., Engineering Division Manager

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on a request to approve an Advance Funding Agreement with the Texas Department of Transportation for intersection improvements at FM 973 and Decker Lake Road Extension in Precinct One.

### **BACKGROUND/SUMMARY OF REQUEST:**

Decker Lake Road Extension is a public-private-public partnership project approved by the voters in the 2001 Bond election. The project consists of extending Decker Lake Road from its current terminus at FM 973 eastward to SH 130. This extension is approximately 3,550 feet long and will be a 4-lane divided arterial with bike lanes and sidewalks. A Participation Agreement was entered into by the County and the developer, Club Deal 116 Indian Hills TX, L.P. in November 2006. An Interlocal Agreement was entered into by the County and City of Austin in December 2007. Per the Participation Agreement, the developer will donate right-of-way needed for the road extension and will share the engineering cost equally with the County. Per the Interlocal Agreement, The City agrees to share the construction cost equally with the County and the developer.

This Advance Funding Agreement is requested by TxDOT for construction of center lanes and turn lanes at the intersection due to anticipated additional traffic generated by the roadway extension and future developments.

### **STAFF RECOMMENDATIONS:**

TNR recommends approval of this AFA to allow for the tie-in of the Decker Lake Road Extension to FM 973.

### **ISSUES AND OPPORTUNITIES:**

The construction documents for the roadway extension have been completed except the intersection improvements. Upon the approval of the AFA, the engineer will proceed with necessary environmental study and roadway design immediately. The intersection construction work will be sequenced to the later part of the project

construction schedule so to allow the rest of the construction work to start as soon as possible.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Total estimated cost for the intersection improvements is \$740,297.53. TxDOT will provide support for environmental study, ROW, and engineering at a value of \$106,397.53. The developer, County and City will share the engineering and construction costs per the Participation Agreement and the Interlocal Agreement for an estimated amount of \$633,900. County's share of the costs is available from 2005 bond proceeds in account 512-4931-808-8198 and will be encumbered during the construction contract award phase of the project.

**ATTACHMENTS/EXHIBITS:**

Advance Funding Agreement

**REQUIRED AUTHORIZATIONS:**

|                  |                   |                   |          |
|------------------|-------------------|-------------------|----------|
| Cynthia McDonald | Financial Manager | TNR               | 854-4239 |
| Steve Manilla    | County Executive  | TNR               | 854-9429 |
| Chris Gilmore    |                   | Attorney's Office |          |
|                  |                   |                   |          |
|                  |                   |                   |          |
|                  |                   |                   |          |

**CC:**

|                      |  |     |  |
|----------------------|--|-----|--|
| Steve Sun            |  | TNR |  |
| Tony Valdez          |  | TNR |  |
| Donna Williams-Jones |  | TNR |  |
|                      |  |     |  |

: :  
**0101 - Administrative -**

GM200I13

TRAVIS COUNTY

2/15/12

Fiscal Year 2012

Account Balance Inquiry

17:19:35

Account number . . . : 512-4931-808.81-98  
Fund . . . . . : 512 U/T ROAD BONDS, 2008  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 31 RD CAPACITY/BRIDGE REPLMT  
Activity basic . . . . : 80 CAPITAL PROJECTS  
Sub activity . . . . . : 8 INFRA&ENV SVS (TRANS&RDS)  
Element . . . . . : 81 CAPITAL OUTLAY  
Object . . . . . : 98 RESERVE-CAPITAL OUTLAY

Project Req'd

Original budget . . . . . : 0  
Revised budget . . . . . : 9,728,219 10/01/2011  
Actual expenditures - current . . : .00  
Actual expenditures - ytd . . . . : .00  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : .00  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : .00  
Total expenditures & encumbrances: .00 0.0%  
Unencumbered balance . . . . . : 9,728,219.00 100.0

F5=Encumbrances F7=Project data F8=Misc inquiry  
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

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Actual expenditures - current . . : .00  
Actual expenditures - ytd . . . : .00  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : .00  
Unposted encumbrances . . . . . : .00  
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Total expenditures & encumbrances: .00 0.0%  
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## Donna Williams-Jones

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**From:** Tom Nuckols <Tom.Nuckols@co.travis.tx.us>  
**Sent:** Wednesday, January 18, 2012 4:48 PM  
**To:** Jessica Rio; Donna Williams-Jones  
**Cc:** Christopher Gilmore; Cynthia McDonald; Hannah York; Steve Sun; Steven Manilla; Tony Valdez  
**Subject:** Re: Decker Lake Road Developer Commitment Letter

Yes, he says we can use the funds allocated to the Decker Lake project in the '05 bond order to pay for building the transitional lanes and other intersection improvements needed to accommodate the new road.

>>> Donna Williams-Jones (Donna Williams-Jones) 1/13/2012 10:19 AM >>>  
Hi Tom,

Project manager was asking if we ever got an answer from bond counsel on the project scope issues.

Thanks  
Donna

>>> Tom Nuckols 12/21/2011 4:24 PM >>>

I sent an e-mail to Glenn about the project scope issues. Regarding the need for an AFA, the legislature passed a bill this session authorizing TxDOT to contract directly with landowners to construct improvements to the state highway system. I assume Indian Hills is operating under this new law and no AFA will be needed. I was also assuming the need for a separate "escrow account" for the TxDOT improvements was being driven by Indian Hills' agreement with TxDOT, but Steve raises a good question: Why can't the TxDOT improvements be handled by an amendment to the Participation Agreement? We should ask Indian Hills that question.

>>> Donna Williams-Jones (Donna Williams-Jones) 12/20/2011 10:49 AM >>>

Here's some additional information on the Decker Lake project to go with my attached e-mail. Please let me know if you (and bond counsel if you feel their opinion is needed) concur with TNR Public Works Division that we can move forward with the TX DoT AFA and use our project budget to do the transitional lanes on FM 973 for the Decker Lake project.

Also if possible could we please get an answer by Dec 30, 2011.

Thanks  
Donna

>>> Steve Sun 12/20/2011 10:13 AM >>>

There are a couple of points in the developer's letter that I would like to offer different views.

1. The intersection improvements required by the TxDOT permit is NOT an additional project scope. The project scope is basically defined as construction of a new road from FM 974 to SH 130, which include design, construction, necessary permits, etc. This FM 973 intersection improvements is required by the permit so it shall be considered as a part of the project scope of work.
2. If the intersection improvements is a part of the project, then how it will be paid for will be same as defined in the current project PA and IA, i.e. County and Developer each pays 1/2 of engineering cost, and City, County and Developer each pays 1/3 of construction cost. There is already a process set up to reimburse the developer the project costs. It is NOT necessary to set up a separate escrow account just for the intersection improvements.

Since TxDOT indicated that they will only enter into AFA with public entities, County agrees to take the lead in getting the AFA executed so the permit can be issued.

Design and construction of the intersection will continue to be managed by the developer and costs will continue to be reimbursed by County and City.

Therefore, if the developer takes no exception on the above, the County can then process the AFA. In the attached email, City has indicated that they concur with the payment for 1/3 of the intersection improvements construction costs.

>>> Steven Manilla 12/15/2011 3:42 PM >>>

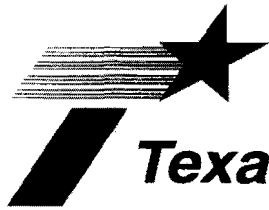
Please submit any additional comments you have about the attached letter of commitment to Steve S or Tony so that they can get them to the Developer asap. thx

Steve or Tony, please check with the City as well.

>>> Steven Manilla 12/9/2011 7:16 AM >>>

fyi, we're still looking over your letter but the issue of who pays for the future signal jumped out at us immediately. Attached is TxDot's response to the question.

Hope to get back to you early next week with any other issues we may have.



CODE: 0101

RECEIVED

JAN 25 2012

TNR

## Texas Department of Transportation

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

January 24, 2012

Travis County  
CSJ: 1200-03-053  
FM 973 at Decker Lake Rd  
Intersection Improvements

Steven Manilla, P.E.  
Executive Manager  
Transportation and Natural Resources  
County of Travis  
P. O. Box 1748  
Austin, TX 78767-1748

Dear Mr. Manilla:

Enclosed for partial execution are two copies of an Advance Funding Agreement for the above project. The project consists of the construction of intersection improvements on FM 973 at Decker Lake Rd.

Please return the two signed and dated documents to this office for full execution. An executed copy will be returned for your records.

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

Sincerely,

  
(Patricia L. Crews-Weight, P.E.)  
Director of Design - AUS

### Attachments

cc: John R. Wagner, P.E., Georgetown/N. Travis Area Engineer  
Bobby Ramthun, P.E., N. Travis Area Office  
Mike Walker, District Environmental Coordinator

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

**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 by and through the Texas Department of Transportation, called the "State", and the County of Travis, acting by and through its duly authorized officials, 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 112696 authorizes the State to undertake and complete a highway improvement generally described as add center turn lanes and right turn lanes; 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 add center turn lanes and right turn lanes on FM 973 at Decker Lake Road, 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**

**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 in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

**2. Project Funding and Work Responsibilities**

A. 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.

- B. 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 costs.
- C. 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.
- D. 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.

**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.

**4. 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.

**5. 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.

**6. 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. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**7. 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.

**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 Costs**

- A.** 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 thirty (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 accordance with Article 11 – 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.
- B.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if 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 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 but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

## **10. 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.

## **11. Termination**

- A.** This agreement may be terminated in the following manner:
1. By mutual written agreement and consent of both parties;
  2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
  3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B.** 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.
- C.** 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.

**12. 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:

| <b>Local Government:</b> | <b>State:</b>                      |
|--------------------------|------------------------------------|
| County of Travis         | Director of Contract Services      |
| Attn: County Judge       | Texas Department of Transportation |
| P.O. Box 1748            | 125 E. 11 <sup>th</sup> Street     |
| Austin, Texas 78767-1748 | Austin, Texas 78701                |

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. 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.

**13. 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.

**14. 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.

**15. Amendments**

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

**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

CSJ # 1200-03-053  
District # 14 - Austin  
Code Chart 64 # 50227  
Project: FM 973 at Decker Lake Rd.

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**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Cathy T. Floyd, CPA  
South Regional Support Center Director

\_\_\_\_\_  
Date

**ATTACHMENT A  
 PAYMENT PROVISION AND WORK RESPONSIBILITIES**

| Description                                      | Total Estimated Cost                  | Federal Participation |            | State Participation |                      | Local Participation |                      |     |
|--|---------------------------------------|-----------------------|------------|---------------------|----------------------|---------------------|----------------------|-----|
|  |                                       | %                     | Cost       | %                   | Cost                 | %                   | Cost                 |     |
| Environmental (by Local Government)              | \$ 5,000.00                           | 0%                    | \$0        | 0%                  | \$0                  | 100%                | \$ 5,000.00          |     |
| Right of Way (by Local Government)               | \$ 0.00                               | 0%                    | \$0        | 0%                  | \$0                  | 100%                | \$ 0.00              |     |
| Utilities (by Local Government)                  | \$ 0.00                               | 0%                    | \$0        | 0%                  | \$0                  | 100%                | \$ 0.00              |     |
| Engineering (by Local Government)                | \$ 63,000.00                          | 0%                    | \$0        | 0%                  | \$0                  | 100%                | \$ 63,000.00         |     |
| Construction (by Local Government)               | \$ 565,900.00                         | 0%                    | \$0        | 0%                  | \$0                  | 100%                | \$ 565,900.00        |     |
| <b>Subtotal</b>                                  | <b>\$ 633,900.00</b>                  |                       | <b>\$0</b> |                     | <b>\$0</b>           |                     | <b>\$ 633,900.00</b> |     |
| Direct State Cost for Prelim. Engineer. \$ 9,758 | Environm. Direct State Costs (20%)    | \$ 1,951.60           | 0%         | \$0                 | 100%                 | \$ 1,951.60         | 0%                   | \$0 |
|  | Right of Way Direct State Costs (20%) | \$ 1,951.60           | 0%         | \$0                 | 100%                 | \$ 1,951.60         | 0%                   | \$0 |
|  | Engineer. Direct State Costs (40%)    | \$ 3,903.20           | 0%         | \$0                 | 100%                 | \$ 3,903.20         | 0%                   | \$0 |
|  | Utility Direct State Costs (20%)      | \$ 1,951.60           | 0%         | \$0                 | 100%                 | \$ 1,951.60         | 0%                   | \$0 |
| Construction Engineering (by State)              | \$ 45,545.00                          | 0%                    | \$0        | 100%                | \$ 45,545.00         | 0%                  | \$0                  |     |
| Construction Direct State Costs                  | \$ 5,010.00                           | 0%                    | \$0        | 100%                | \$ 5,010.00          | 0%                  | \$0                  |     |
| Indirect State Costs (7.27%)                     | \$ 46,084.53                          | 0%                    | \$0        | 100%                | \$ 46,084.53         | 0%                  | \$0                  |     |
| <b>Subtotal</b>                                  | <b>\$ 106,397.53</b>                  |                       | <b>\$0</b> |                     | <b>\$ 106,397.53</b> |                     | <b>\$0</b>           |     |
| <b>TOTAL</b>                                     | <b>\$ 740,297.53</b>                  |                       | <b>\$0</b> |                     | <b>\$ 106,397.53</b> |                     | <b>\$ 633,900.00</b> |     |

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$0 This is an estimate. The final amount of Local Government participation will be based on actual costs.

## **Work Responsibilities:**

### **1. 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.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- d. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this project. Coordination shall be through the TxDOT Austin District Environmental Coordinator at (512) 832-7168.
- e. The Local Government shall provide the State with written documentation from appropriate regulatory agency(ies) that identified environmental clearance has been obtained, prior to beginning work.

### **2. Engineering Services**

- a. The Local Government shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the Project. The PS&E shall be prepared in accordance with all applicable laws, policies and regulations, deemed necessary by the State.
- b. The engineering plans shall be developed in accordance with the Texas Department of Transportation *Roadway Design Manual*, the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the Texas Accessibility Standards. A project development schedule of design activities shall be supplied to the TxDOT North Travis Area Engineer office upon initiation of the Project.
- c. The Local Government shall submit a copy of the redlined plans provided by the State with all applicable plan submittals to indicate that QC/QA was undertaken.
- d. The Local Government shall submit the completed PS&E to the State for review and approval a minimum of twenty weeks prior to the beginning of construction work.

### **3. 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.

**4. Right of Way and Real Property Acquisition**

Right-of-way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. The Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support compliance must be maintained and made available to the State and its representatives for review and inspection.

**5. Construction Responsibilities**

a. The 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.

b. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.

d. Prior to their execution, the State will review and approve contract change orders.

c. The Local Government shall be responsible for 100% of the construction costs of any contract so awarded.