



Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By: Steve Sun **Phone #:** 854-4660

Division Director/Manager: Steve Sun, Assistant Public Works Director

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) Approval of the Amended Guidelines for Public/Private Partnerships for Circle Drive at US 290 Intersection Improvements project;
- B) Approval of an Advance Funding Agreement with Texas Department of Transportation for Circle Drive at US 290 Intersection Improvements project; and
- C) Approval of a Resolution supporting the Advance Funding Agreement with Texas Department of Transportation for intersection improvements at Circle Drive at US 290.

BACKGROUND/SUMMARY OF REQUEST:

Circle Drive at US 290 Intersection Improvements is a voter approved 2011 Bond project. It is a safety improvements project for the intersection. The scope of work includes: realignment of Spring Valley Road to match Circle Drive at US 290, additional paved shoulders, acquisition of additional Right-of-Way, and construction of right turn lanes. Per this Advance Funding Agreement, Texas Department of Transportation will conduct a traffic signal warrant study after County's completion of the road realignment works at the intersection. If the traffic meets the signal warrants, Texas Department of Transportation will design and construct the traffic signal at the State's costs. The Guidelines for Public/Private Partnerships for Transportation Projects approved for 2011 Bond projects has been modified for this project. This modification is necessary so that this project can enter into an agreement with Texas Department of Transportation to meet the covenants of the 2011 bond projects.

STAFF RECOMMENDATIONS:

TNR and County Attorney's Office recommend approval of a) the Amended Guidelines for Public/Private Partnerships for Transportation Projects, b) Entering into the Advance Funding Agreement with Texas Department of Transportation for the intersection improvements at Circle Drive at US 290, and c) a Resolution supporting the Advance Funding Agreement with Texas Department of Transportation for intersection improvements at Circle Drive at US 290.

ISSUES AND OPPORTUNITIES:

Construction plans for the intersection improvements have been completed and the Texas Department of Transportation has issued an access permit for construction of these improvements. Acquisition of Right-of-Way is underway. These intersection improvements along with future traffic signals will improve the safety of this segment of roadway.

FISCAL IMPACT AND SOURCE OF FUNDING:

County will be responsible for design, construction and maintenance of intersection improvements on the local roads while Texas Department of Transportation will be responsible for design, construction and maintenance of traffic signals and associated works within the state highway system. Funding for County's intersection improvements is available from the 2011 bond funds for US 290/Circle Drive Intersection Improvements project. State highway access permit fee has been paid. Funds reservation for construction of the intersection improvements will be made after a successful bid is accepted and recommended for Commissioners Court approval.

EXHIBITS/ATTACHMENTS:

Amended Guidelines for Public/Private Partnerships for Transportation Projects
Advance Funding Agreement
Resolution
Location Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Tom Nuckols	County Attorney	Attorney's Office	854-9415
Jessica Rio	Budget Director	PBO	854-4455

CC:

Steve Sun	Assistant PW Director	TNR	854-4660
Donna Williams-Jones	Financial Analyst Sr	TNR	854-7677
Tony Valdez	Sr Engineer	TNR	854-7567

: :
0101 - Administrative Svcs-

RESOLUTION

WHEREAS, Travis County and the Texas Department of Transportation desire for certain improvements to be made at the intersection of U.S. Highway 290 West and Circle Drive;

NOW, THEREFORE, the Travis County Commissioners Court approves the attached Advance Funding Agreement (US 290 W at circle Drive).

Approved on the _____ day of _____, 2012.

Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct One

Sarah Eckhardt
Commissioner, Precinct Two

Karen Huber
Commissioner, Precinct Three

Margaret Gomez
Commissioner, Precinct Four

**2011 TRAVIS COUNTY GENERAL OBLIGATION BONDS:
GUIDELINES FOR PUBLIC/PRIVATE PARTNERSHIPS
FOR TRANSPORTATION PROJECTS**

Overview

In a public/private partnership, a private party may contract for the engineering and construction of a road segment and be reimbursed by the County for a share of the costs; or the County may contract for the engineering and construction of the road segment and pay for a share of the costs with funds contributed by a private party.

Milestones

County bond funding for each project will be conditioned on that project meeting certain milestones. If a project fails to make progress towards completion according to the milestones, the County may withdraw funding and re-direct it to another project.

Land Ownership & Security for Private Share of Costs

Private parties are expected to arrange for the donation to the County of all property interests required for the project, including rights-of-way and easements for slopes, sight distances, stormwater, etc. Therefore, private parties should own, control, or be able to acquire all the land within a project's limits. In a limited number or unique cases, the County may be willing to use eminent domain to acquire outparcels, provided the private parties bear the ultimate cost.

Also, the private share of project funding must be secured by a cash deposit, bond, letter of credit, public improvement district assessment, special district tax or assessment, restrictive covenant, or other form of funding or security acceptable to the County in its discretion.

Securing right-of-way and the private party's financial commitment at an early date will be two of the key milestones on which bond funding is conditioned. This ensures that the County will be able to proceed with the project regardless of either a change in ownership of the land or a negative change in the financial status of the land owner.

General Criteria

1. All candidate projects must be arterials in the current CAMPO 2035 Plan.
2. All candidate projects must result in construction of a viable segment of roadway that, standing alone, is fully functional and usable by the public even if no subsequent segment is added in the future.

3. County bond funding may not be used to pay for the portion of a project that a land owner is obligated to pay for or build as a requirement of being granted development entitlements for the land.
4. Projects must not result in additional traffic loads being directed onto existing road segments that are substandard.
5. The County will consider the phased construction of a multi-lane projects. However, the first phase must result in at least two lanes being completed for the full length of the ultimate project. Also, requirements for securing the private share of the project cost may be more stringent for phased projects.
6. The County will pay no more than half of all engineering and construction costs. Construction costs will include bridges, utility relocation, road-related storm water detention and water quality ponds, landscaping, and pedestrian and bicycle facilities. The County will pay up to 80% of the cost of bridges and box culverts if County design standards require them to be 100 feet or longer, measured along the centerline of the road.
7. The County will define the project engineering design standards; define and approve the scope and terms of the engineering contracts, including the amount and coverage of professional errors and omissions insurance; and review and approve the engineering construction plans and specifications.
8. If a private party contracts for engineering and construction, procurement processes substantially similar to the County's procurement processes must be followed. The project engineer must be selected based on qualifications rather than low bid. The construction contractor must be selected based on a competitive bidding process. The County's goals for Historically Underutilized Businesses must be met in for both engineering and construction procurement. Final selection of the project engineer and construction contractor are subject to County approval.
9. A candidate project is expected to include city participation if any part of it is inside the city limits, an area included in a three year municipal annexation, an area subject to an annexation agreement, or a "near-term annexation areas" of the City of Austin under §30-1-21(5), Austin/Travis County Subdivision Regulations. City funding should be roughly proportional to the relative portion of the road segment that is in any one of these areas. The cost of any unique features or design requirements that result from special city requirements must be born entirely by the city or the private party. Written commitments from a city will be required prior to the Commissioners Court vote to call the bond election.
10. In lieu of the foregoing cost sharing, the County and a private or public partner may agree that the County will make certain improvements to County maintained transportation facilities in exchange for the partner making certain improvements to related non-county public transportation facilities. The improvements must combine to provide enhanced level of service, safety, congestion relief, or access to

schools, parks, affordable housing, transit oriented development, alternative transportation modes, or similar community benefits. The level of each party's contribution to the project must be proportionate to the level of enhancement it contributes to overall project functionality. The private or public partner's improvements need not be to facilities in the current CAMPO Plan.

21:02:28 PM

12/17/2011

\\1094-1-circledrive\cadd\general\VC\FHC\Coverr_699

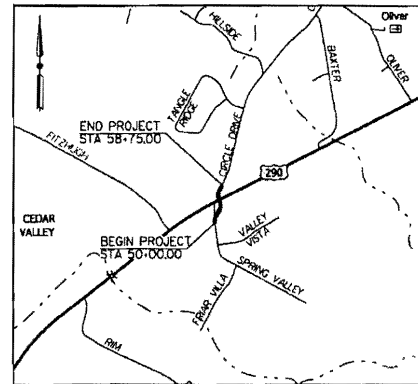
CIRCLE DRIVE/US 290 INTERSECTION SAFETY IMPROVEMENTS

30 M.P.H. DESIGN SPEED AASHTO e=4.00%(MAX.)
TRAVIS COUNTY PRECINCT 3

AT US 290

NET LENGTH OF PROJECT = 875 FEET
CONSTRUCTION PLANS

FOR THE REALIGNING OF SPRING VALLEY ROAD TO THE INTERSECTION OF
US 290/CIRCLE DRIVE, ACQUIRING ADDITIONAL ROW, RE-CONSTRUCTION
OF EXISTING ROADWAY, CONSTRUCTING RIGHT-TURN LANE, ADDING PAVED
SHOULDERS, DRAINAGE AND LANDSCAPING.



LOCATION MAP
N.T.S.

SIGNATURE BLOCK FOR TXDOT:

TEXAS DEPARTMENT OF TRANSPORTATION
DATE

SIGNATURE AND PERMIT BLOCK FOR TRAVIS COUNTY:
REVIEWED BY:

TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES
DATE

DEVELOPMENT PERMIT NUMBER
DATE

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER PCT.1

SARAH ECKHARDT
COMMISSIONER PCT.2

KAREN HUBER
COMMISSIONER PCT.3

MARGARET GÓMEZ
COMMISSIONER PCT.4

INDEX OF SHEETS

1	COVER SHEET
2-3	TYPICAL SECTIONS
4	GENERAL NOTES
5-10	STORM WATER POLLUTION PREVENTION PLAN
11	SUMMARY OF QUANTITIES
12	SITE LAYOUT
13	SEQUENCE OF WORK & TYPICAL SECTIONS
14	TRAFFIC CONTROL PLAN
15	HORIZONTAL ALIGNMENT DATA
16-17	TREE LOCATION PLAN
18-19	REMOVAL PLAN
20-24	ROADWAY PLAN & PROFILE
25	INTERSECTION DETAILS
26	DRIVEWAY DETAILS
27	TRAFFIC SIGNAL LAYOUT
28	DRAINAGE AREA MAP EXISTING
29	DRAINAGE AREA MAP PROPOSED
30	CULVERT PLAN & PROFILE
31-32	STORMWATER POLLUTION PREVENTION PLAN LAYOUT
33-34	SIGNING & STRIPING PLAN
35	EXISTING UTILITIES LAYOUT
36-39	CROSS SECTIONS
STANDARDS & DETAILS:	
40-51	TXDOT BC(1)-07 THRU BC(12)-07
52	WZ (TD)-03
53	TCR(1)-98
54	TEH(MAC)-11
55-57	ED(1)-03 THRU ED(3)-03
58	DI TY1
59	SET TYII
60	SETP-PD
61	DOM(1)-10
62	DOM(2)-04
63	PM(1)-03
64	PM(2)-10
65	SMD (SE)-08
66	SMD (SLIP)-08
67	SMD (SLIP)-08
68	TSR(4)-08
69	EC (1)-09
70	EC (2)-03



TRANSPORTATION AND
NATURAL RESOURCES

STEVEN MANILLA, PE, COUNTY EXECUTIVE

PREPARED FOR: PUBLIC WORKS DIVISION
PHONE: 854-4182
FAX: 854-494-8864

PREPARED BY: R.J. RIVERA ASSOCIATES, INC.
PO BOX 10861 AUSTIN, TEXAS 78764
PHONE: 462-1136
FAX: 512-590-1664

THE ENGINEER WHO PREPARED THESE PLANS IS RESPONSIBLE FOR
THEIR ADEQUACY. IN APPROVING THESE PLANS, TRAVIS COUNTY
MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN
ENGINEER.

JULY 2011

TRAVIS COUNTY, TEXAS
TRANSPORTATION AND NATURAL
RESOURCES DEPARTMENT
MAILING ADDRESS:
P.O. BOX 10861
AUSTIN, TEXAS 78764
PHONE: 854-4182
FAX: 854-494-8864



PRECINCT: 3
SCALE
VERT: 1"=20'
HORIZ: 1"=40'

COVER SHEET
CIRCLE DRIVE/US 290 IMPROVEMENTS

DRAWN BY: S
DESIGNED BY: RR
TITLE:

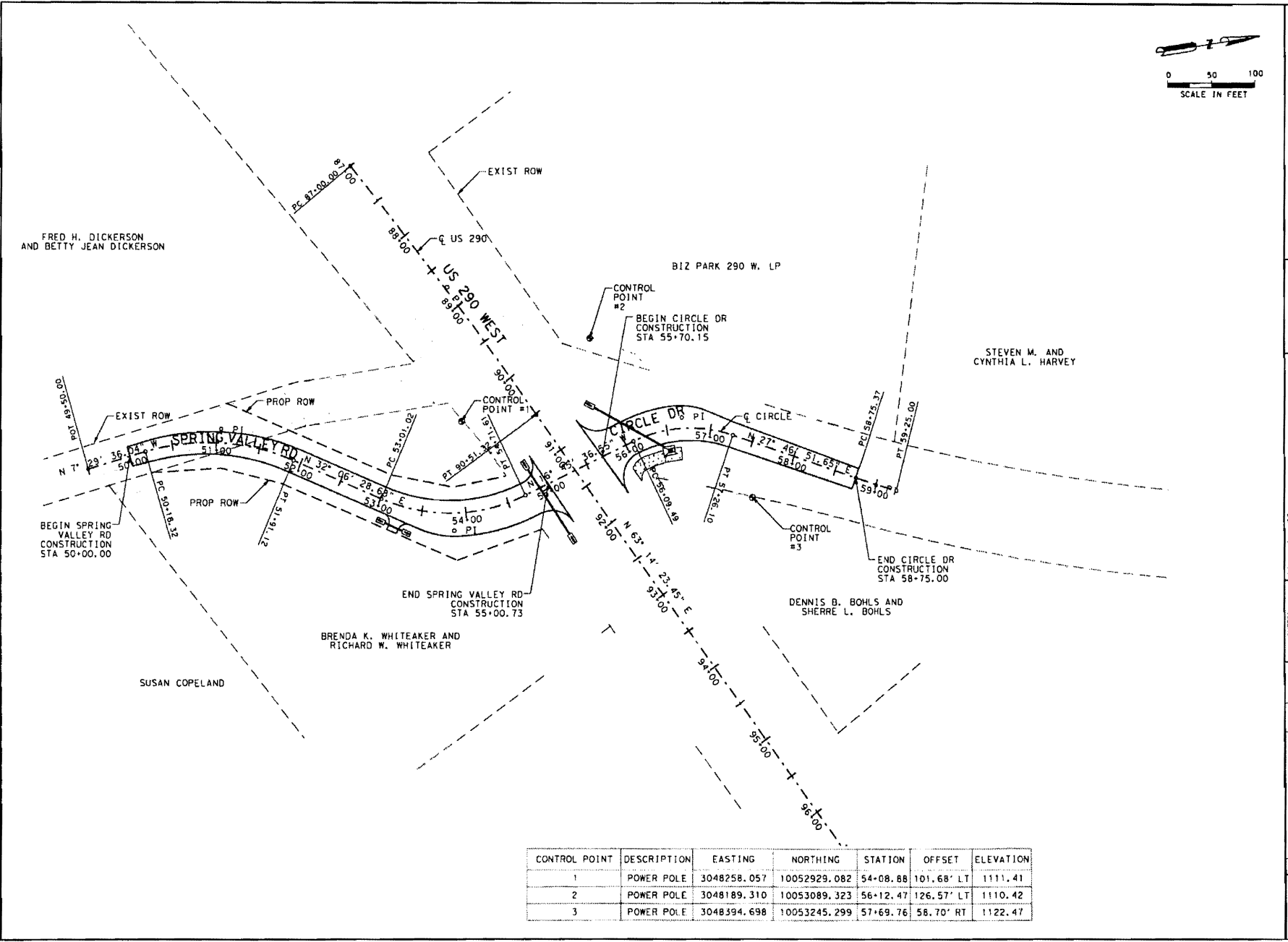
1	COVER SHEET
2	TYPICAL SECTIONS
3	GENERAL NOTES
4	STORM WATER POLLUTION PREVENTION PLAN
5	SUMMARY OF QUANTITIES
6	SITE LAYOUT
7	SEQUENCE OF WORK & TYPICAL SECTIONS
8	TRAFFIC CONTROL PLAN
9	HORIZONTAL ALIGNMENT DATA
10	TREE LOCATION PLAN
11	REMOVAL PLAN
12	ROADWAY PLAN & PROFILE
13	INTERSECTION DETAILS
14	DRIVEWAY DETAILS
15	TRAFFIC SIGNAL LAYOUT
16	DRAINAGE AREA MAP EXISTING
17	DRAINAGE AREA MAP PROPOSED
18	CULVERT PLAN & PROFILE
19	STORMWATER POLLUTION PREVENTION PLAN LAYOUT
20	SIGNING & STRIPING PLAN
21	EXISTING UTILITIES LAYOUT
22	CROSS SECTIONS
23	STANDARDS & DETAILS:
24	TXDOT BC(1)-07 THRU BC(12)-07
25	WZ (TD)-03
26	TCR(1)-98
27	TEH(MAC)-11
28	ED(1)-03 THRU ED(3)-03
29	DI TY1
30	SET TYII
31	SETP-PD
32	DOM(1)-10
33	DOM(2)-04
34	PM(1)-03
35	PM(2)-10
36	SMD (SE)-08
37	SMD (SLIP)-08
38	SMD (SLIP)-08
39	TSR(4)-08
40	EC (1)-09
41	EC (2)-03

SHEET NO. 1
OF 70

2:03:35 PM

12/1/2011

I:\1\094-1-circle\cadd\General\CI\RC-STELAY.dgn



CONTROL POINT	DESCRIPTION	EASTING	NORTHING	STATION	OFFSET	ELEVATION
1	POWER POLE	3048258.057	10052929.082	54+08.88	101.68' LT	1111.41
2	POWER POLE	3048189.310	10053089.323	56+12.47	126.57' LT	1110.42
3	POWER POLE	3048394.698	10053245.299	57+69.76	58.70' RT	1122.47

TRAVIS COUNTY, TEXAS
 TRANSPORTATION AND NATURAL
 RESOURCES DEPARTMENT

PRECINCT: 3 SCALE: 1"=100'

DATE: 12/1/2011

DRAWN BY: ST
 DESIGNED BY: RR
 TITLE:

INTERIM: This record may only be used for the purpose of construction. It is not to be used for any other purpose.

SHEET NO. 12

REV: 1.0 DATE: 12/1/2011

TRAVIS COUNTY, TEXAS
 TRANSPORTATION AND NATURAL
 RESOURCES DEPARTMENT

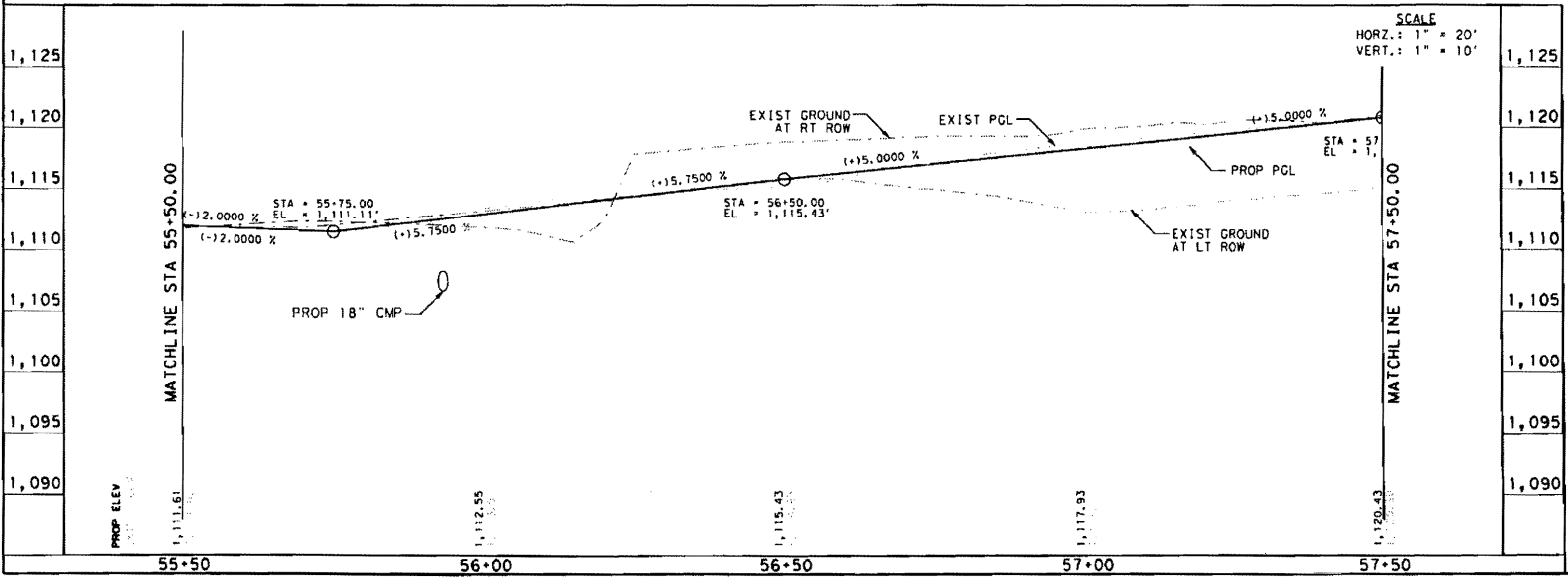
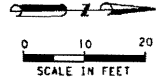
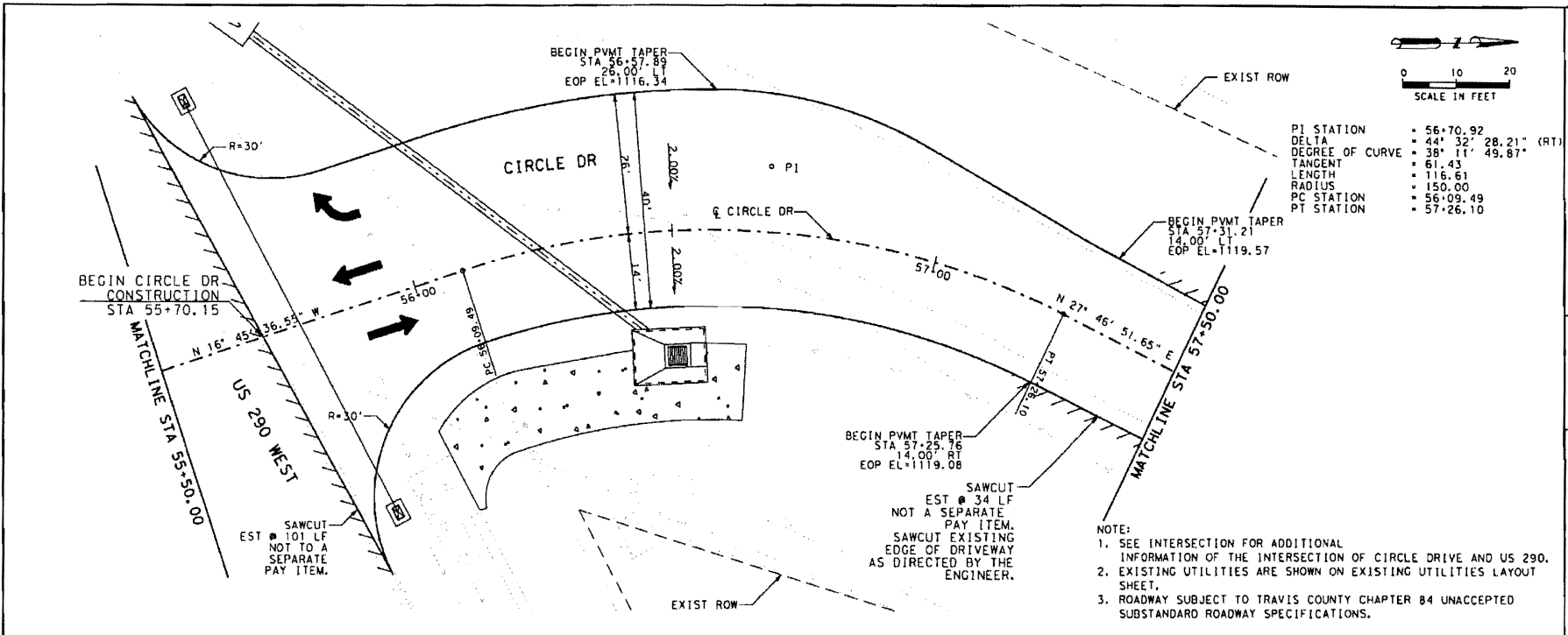
MAILING ADDRESS:
 400 W. 12TH ST
 AUSTIN, TEXAS 78701

PHONE: (512) 854-9383 FAX: 854-4626

21:02:47 PM

1/27/2011

\\11094-circledr\cadd\roadway\CIRCADP01.dgn



TRAVIS COUNTY, TEXAS
 TRANSPORTATION AND NATURAL
 RESOURCES DEPARTMENT

DATE: 01/27/2011
 TIME: 11:04 AM
 USER: JEFFREY
 PROJECT: 15121

PRECINCT: 3
 SCALE
 VERT: 1" = 10'
 HORZ: 1" = 20'

SHEET NO. 23
 OF 70

SHEET 4 OF 5
 ROADWAY PLAN & PROFILE
 CIRCLE DRIVE/US 290 IMPROVEMENTS

DESIGNED BY: RR
 TITLE:
 THIS DOCUMENT IS THE PROPERTY OF THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT. IT IS TO BE USED ONLY FOR THE PROJECT AND CONTRACT FOR WHICH IT WAS PREPARED. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

NO. REVISION. BY DATE

854-4626

CSJ #0914-00-292
District #14 - AUS
Code Chart 64 #50227
US 290 W at Circle Drive
Federal Highway Administration
CFDA #20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A
TRANSPORTATION IMPROVEMENT
PROJECT ON & OFF 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, 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 Number 112824, authorizing the State to undertake and complete a highway improvement generally described as the installation of a traffic signal, called the "Project"; and,

WHEREAS, the Local Government has agreed to comply with the access permit process; and,

WHEREAS, the State has agreed to conduct and comply with the signal warrant study; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20___, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

CSJ #0914-00-292
District #14 - AUS
Code Chart 64 #50227
US 290 W at Circle Drive
Federal Highway Administration
CFDA #20.205
Not Research and Development

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 State will conduct and comply with a traffic signal warrant study when warrants meet at US 290 at the intersection of Circle Drive and Spring Valley Road as shown on Attachment "B". The Local Government shall comply with the access permit process.

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 to and made a part of this agreement. 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 federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control. before the federal spending authority is formally obligated.
- B. 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 federal spending authority is obligated. 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.
- C. 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.
- D. 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.

CSJ #0914-00-292
District #14 - AUS
Code Chart 64 #50227
US 290 W at Circle Drive
Federal Highway Administration
CFDA #20.205
Not Research and Development

- E. 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.
- F. 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.
- G. 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. **Not applicable to this Project**
- H. 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.
- I. 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 with approval by appropriate personnel of the Local Government.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. 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.
- L. 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.
- M. 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.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this 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.

CSJ #0914-00-292
District #14 - AUS
Code Chart 64 #50227
US 290 W at Circle Drive
Federal Highway Administration
CFDA #20.205
Not Research and Development

- O. 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.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. 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;
- 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; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, 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 – Not applicable to this Project

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

CSJ #0914-00-292
District #14 - AUS
Code Chart 64 #50227
US 290 W at Circle Drive
Federal Highway Administration
CFDA #20.205
Not Research and Development

Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation – Not Applicable to this Project

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.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

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 State has responsibility for the performance of architectural and engineering services of the traffic signal installation. 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 to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. 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 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.

CSJ #0914-00-292
District #14 - AUS
Code Chart 64 #50227
US 290 W at Circle Drive
Federal Highway Administration
CFDA #20.205
Not Research and Development

11. Construction Responsibilities

- A. The State will 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 that 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 State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- 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. Maintenance

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 –Not Applicable to this Project

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

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by 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

CSJ #0914-00-292
District #14 - AUS
Code Chart 64 #50227
US 290 W at Circle Drive
Federal Highway Administration
CFDA #20.205
Not Research and Development

notices shall be delivered personally or by certified U.S. mail, and that request shall be 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.

CSJ #0914-00-292
District #14 - AUS
Code Chart 64 #50227
US 290 W at Circle Drive
Federal Highway Administration
CFDA #20.205
Not Research and Development

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.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), 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).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

CSJ #0914-00-292
District #14 - AUS
Code Chart 64 #50227
US 290 W at Circle Drive
Federal Highway Administration
CFDA #20.205
Not Research and Development

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. 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 Programs under Executive Order 12549 and further certifies that it will not do business with any party that is 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.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's 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 shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. 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.

CSJ #0914-00-292
District #14 - AUS
Code Chart 64 #50227
US 290 W at Circle Drive
Federal Highway Administration
CFDA #20.205
Not Research and Development

27. 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.

28. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B.** The Local Government agrees that it shall:
1. Obtain and provide to the State , a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) id this award provides more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- A.** 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.
- B.** If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C.** If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

CSJ #0914-00-292
District #14 - AUS
Code Chart 64 #50227
US 290 W at Circle Drive
Federal Highway Administration
CFDA #20.205
Not Research and Development

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. 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

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

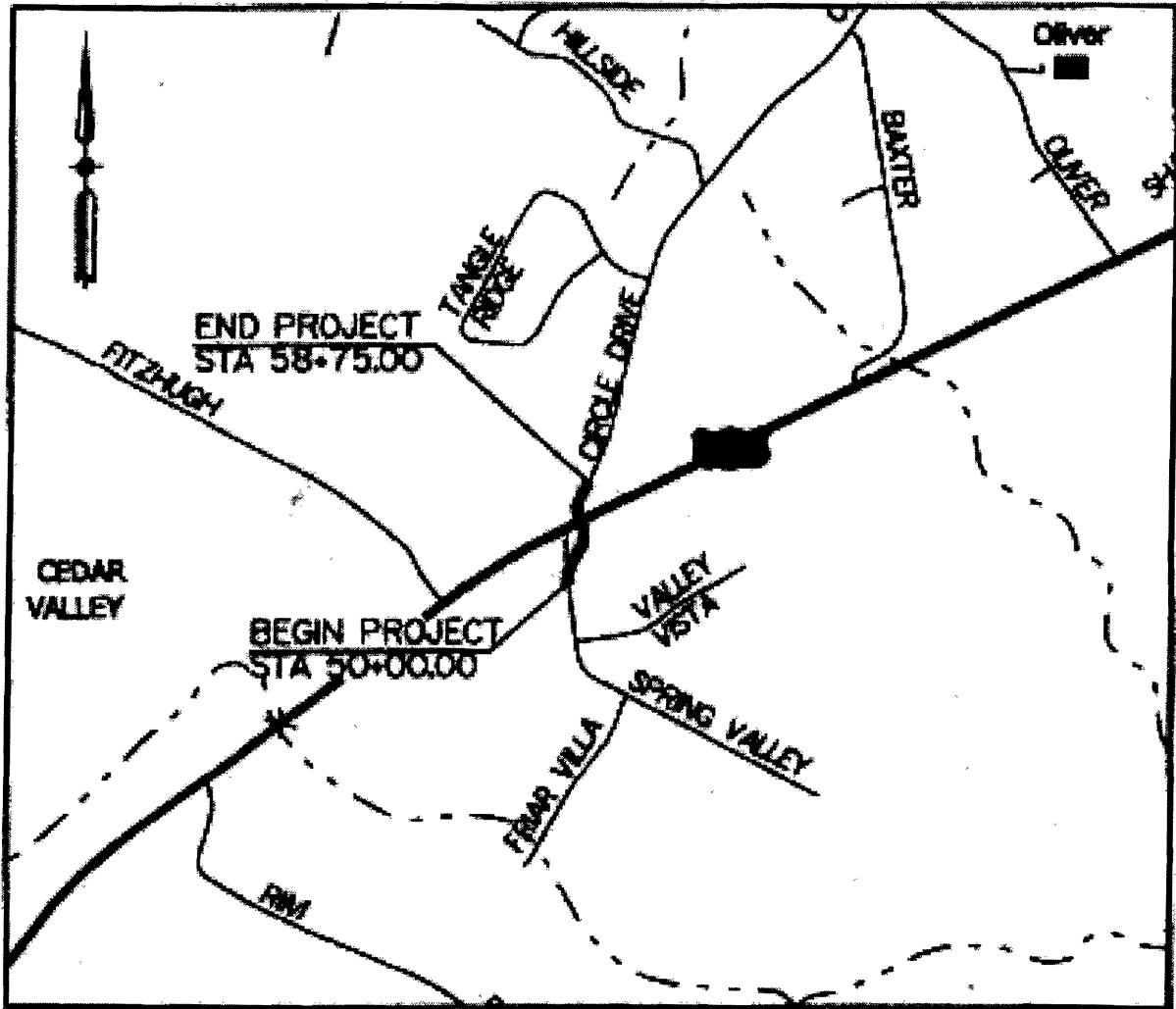
Date

CSJ #0914-00-292
District #14 - AUS
Code Chart 64 #50227
US 290 W at Circle Drive
Federal Highway Administration
CFDA #20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

CSJ #0914-00-292
District #14 - AUS
Code Chart 64 #50227
US 290 W at Circle Drive
Federal Highway Administration
CFDA #20.205
Not Research and Development

ATTACHMENT B LOCATION MAP SHOWING PROJECT



CSJ #0914-00-292
 District #14 - AUS
 Code Chart 64 #50227
 US 290 W at Circle Drive
 Federal Highway Administration
 CFDA #20.205
 Not Research and Development

ATTACHMENT C PROJECT BUDGET

The Local Government will be responsible for 100% of the costs of the work off the State system.
 The State will be responsible for 100% of the costs of the work on the State system.

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Signal Design & Construction (by State)		\$140,000	0%	\$0	100%	\$140,000	0%	\$0
Access Permit Process (by Local Government)		\$5,000	0%	\$0	0%	\$0	100%	\$5,000
Subtotal		\$145,000		\$0		\$140,000		\$5,000
Direct State Cost for Preliminary Engineering = \$14,000	Environmental Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
	Right of Way Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
	Engineering Direct State Costs (100%)	\$14,000	0%	\$0	100%	\$14,000	0%	\$0
	Utility Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Direct State Costs		\$14,000	0%	\$0	100%	\$14,000	0%	\$0
Indirect State Costs (5.1%)		\$7,395	0%	\$0	100%	\$7,395	0%	\$0
TOTAL		\$180,395		\$0		\$175,395		\$5,000

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.