

AGENDA ITEM NO. **29(c)**

CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT

TO: Mayor and City Council

FROM: Thomas G. Wendorf, P.E., Director of Public Works

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer; Andrew Martin; Peter Zanoni; Milo D. Nitschke; and file

SUBJECT: Amendment to "Project Agreements for Surface Transportation Programs – Metropolitan Mobility Rehabilitation" with Texas Department of Transportation (TxDOT)

DATE: April 15, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager or her designee to execute the Advance Funding Agreement Amendment #3 to "Project Agreement for Surface Transportation Programs – Metropolitan Mobility Rehabilitation" with TxDOT in connection with the Cincinnati Avenue from Saint Mary's University to Navidad project, the Cincinnati/Ashby from Navidad to N. St. Mary's project, and the Alamo/Broadway Corridor from Josephine to the Alamo project, authorized 1999 General Obligation Street Improvement Bond and Metropolitan Planning Organization (MPO) projects located in Council Districts 1, 2 and 7.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Cincinnati Avenue from Saint Mary's University to Navidad project will provide east/west bicycle lanes east of Woodlawn Lake and will include Cincinnati Ave. from Camino Santa Maria to Josephine Tobin Dr., Josephine Tobin Dr. from Cincinnati Ave. to Alexander Ave. and Cincinnati Ave. from Alexander Ave. to Navidad Street. The Cincinnati/Ashby from Navidad to N. St. Mary's project will provide east/west bicycle lanes from Navidad to San Antonio College and will include Cincinnati Ave. from Navidad to Grant Ave., Grant Ave. from Cincinnati Ave. to Ashby Place, Ashby Place from Grant Ave. to Belknap Place and Belknap Place from Ashby Place to Dewey Place. The Alamo/Broadway Corridor from Josephine to the Alamo project will provide north/south bicycle lanes from Brackenridge Park to Alamo Plaza and will include Broadway from Josephine Street to Brooklyn Ave., Brooklyn Ave. from Broadway to Ave. E and Ave. E from Brooklyn Ave. to Third Street.

Construction is estimated to begin on these projects in August of 2004 and to be completed in January of 2005.

This ordinance will authorize the amendment to the "Project Agreement for Surface Transportation Programs – Metropolitan Mobility Rehabilitation" with TxDOT to allow for Local Agency Management (LAM) of these projects. The Texas Administrative Code allows local government control over certain approved improvement projects to provide for expeditious and cost efficient project implementation.

This Agreement with TxDOT was originally approved by City Ordinance No. 87713 on April 23, 1998 and authorized the implementation of these MPO projects. Amendment #1 to this agreement was executed on March 25, 1999, and authorized the City to assume responsibility for preparing the environmental assessments for all of the projects defined in Exhibit A of the original agreement except for Callaghan Road from W. Horseshoe Bend to Ingram Road. Escrow worksheets were amended as a result of this change. Subsequently, Amendment #2 was executed to allow for the construction of the Hildebrand Avenue at US 281 project by City forces. This amendment to the Agreement will allow the City to assume the responsibility for the actual project construction and inspection, and the City will remain responsible for the required 20% local agency match. The City will advertise the projects, award the construction contracts and will submit billing statements to TxDOT for reimbursement of 80% of the construction and administration and inspection costs.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to participate in the development and construction of City selected and approved MPO projects, which are approved annually by City Council.

FISCAL IMPACT

This item has no financial impact to the FY 04-09 Capital Improvement Budget.

COORDINATION

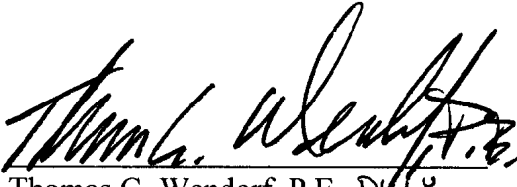
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, the City Attorney's Office and TxDOT.

SUPPLEMENTARY COMMENTS

The Discretionary Contracts Disclosure Form is not required.

ATTACHMENTS

1. Advance Funding Amendment #3
2. "Project Agreement for Surface Transportation Program – Metropolitan Mobility Rehabilitation" with TxDOT

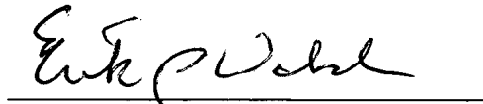
 4/7/04

Thomas G. Wendorf, P.E. DWS
Director of Public Works

Approved:



Melissa Byrne Vossmer
Assistant City Manager

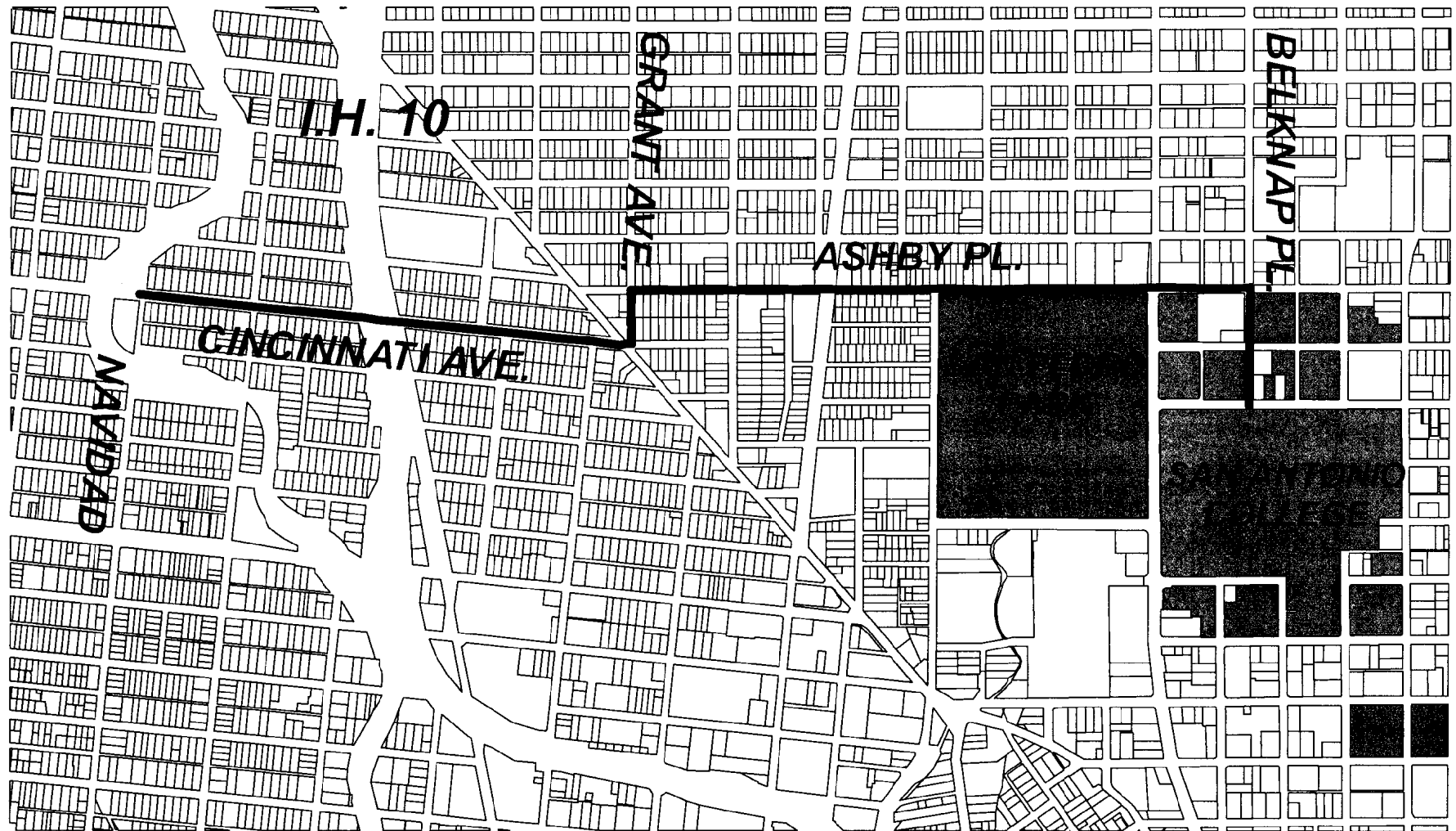


Terry M. Brechtel
City Manager

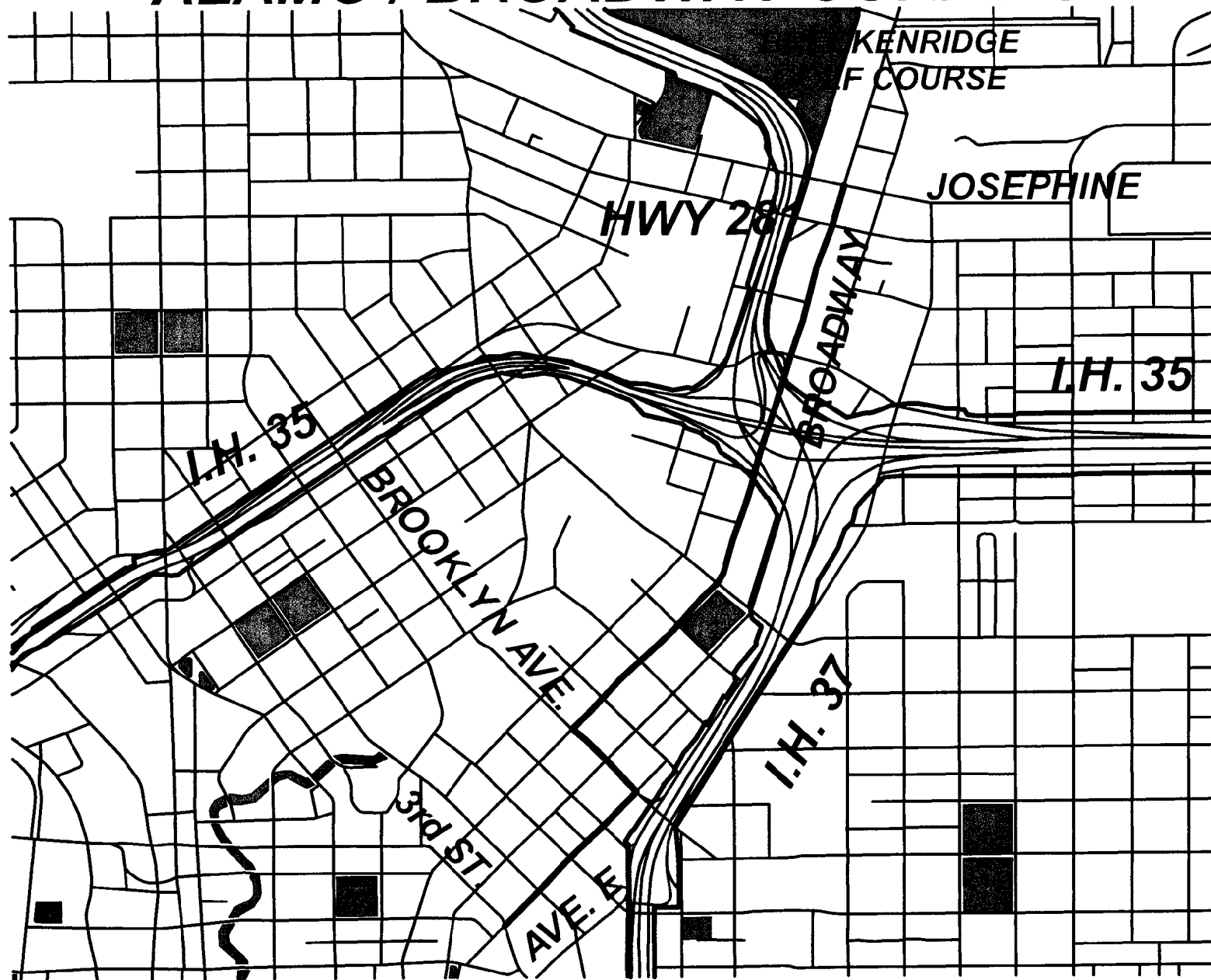
CITYWIDE BICYCLE PROJECT (MPO) GROUP II- CINCINNATI AVE. (WEST



CITYWIDE BICYCLE PROJECT (MPO) GROUP II- CINCINNATI AVE. (EAST)



CITYWIDE BICYCLE PROJECT (MPO) (GROUP II- ALAMO / BROADWAY CORRIDOR



County: Bexar
CSJ: 0915-12-289 (Cincinnati Avenue)
CSJ: 0915-12-290 (Cincinnati/Ashby)
CSJ: 0915-12-291 (Alamo/Broadway Corridor)

ADVANCE FUNDING AGREEMENT AMENDMENT #3

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the City of San Antonio, acting by and through its duly authorized officials, hereinafter called the City.

WITNESSETH

WHEREAS, a Project Agreement - Surface Transportation Program - Metropolitan Mobility Rehabilitation was authorized by City Council Ordinance No. 87713 dated April 23, 1998; and

WHEREAS, the State and the City executed the Project Agreement ("Agreement") on June 2, 1998 for improvements to effectuate their agreement to provide improvements on several facilities, further defined in Exhibit A of the original agreement; and,

WHEREAS, it is now necessary to amend the Agreement for the following Projects:

**CSJ 0915-12-289 CINCINNATI AVENUE from St. Mary's University to Navidad
CSJ 0915-12-290 CINCINNATI/ASHBY from Navidad to N. St. Mary's Street
CSJ 0915-12-291 ALAMO/BROADWAY CORRIDOR from Josephine to The Alamo;
and**

WHEREAS, the parties hereto wish to incorporate the provisions of the Local Letting Procedures dated October 2001 (the "Procedure") into the Contract, as well as adopt certain other changes;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the City do agree as follows:

AGREEMENT

I. Description of Amended Items

ARTICLE 4 -- Construction Responsibilities the original agreement is amended to allow the City to assume the responsibility for letting the referenced Projects (CSJ 0915-12-289, 290 & 291), as well as the actual construction/construction inspection of these Projects. However, the State will maintain oversight responsibility of the Projects. The City shall submit the tabulated bids to the State for approval before the construction contracts are awarded.

ARTICLE 5 -- Funding Responsibilities of the original Agreement is amended as follows:

- The State shall be responsible for securing the federal share of the funding required for the construction of the Projects, an amount not to exceed eighty percent (80%) of the actual cost of the work up to the amount of funds approved for the Projects by the Texas Transportation Commission. The City will be responsible for the non-federal participation costs associated with the Projects.
- The City shall submit to the State properly supported documentation relating to the actual costs incurred associated with the construction of the Projects. Valid costs incurred by the City shall be reimbursed by the State to the City at eighty percent (80%) of the actual cost of the work not to exceed the amount of funds approved for the Projects by the Texas Transportation Commission. The City shall obtain authorization from the State to incur expenses outside pre-approved plans and change orders.

- The City shall submit an original Billing Statement with supporting documentation to the State before the 5th working day of each month the Projects are under construction to: Area Office Manager, Texas Department of Transportation, P.O. Box 29928, San Antonio, Texas 78229-0928.
- The State shall make payment to the City in accordance with applicable law, provided the request for reimbursement is valid and has properly been prepared and documented, summarizing the costs and description of work performed, quantity of materials and devices, unit price, labor costs, and extensions. Unsupported charges will not be considered eligible for reimbursement. The State shall prepare a final audit upon completion of the work authorized or at any time an audit is deemed to be in the best interest of the State.
- The City shall comply with the cost principles established in OMB Circular A-87, "Cost Principles for State and Local Governments".

II. Additional Articles

ARTICLE 15 -- AUTHORITY TO SIGN

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

ARTICLE 17. Limited Applicability

This amendment applies only to the following projects:

**CSJ 0915-12-289 CINCINNATI AVENUE from St. Mary's University to Navidad
CSJ 0915-12-290 CINCINNATI/ASHBY from Navidad to N. St. Mary's Street; and
CSJ 0915-12-291 ALAMO/BROADWAY CORRIDOR from Josephine to The Alamo**

All other provisions of the original contract are unchanged and remain in full force and effect.

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

THE CITY

Name of City

By: _____
Signature

Printed Name

Title

Date

THE STATE OF TEXAS

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

By: _____
Name

Title

Date

STATE OF TEXAS §

COUNTY OF TRAVIS §

PROJECT AGREEMENT

SURFACE TRANSPORTATION PROGRAM - METROPOLITAN MOBILITY REHABILITATION

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 San Antonio, Texas, acting by and through its duly authorized officials, hereinafter called the "City".

WITNESSETH

WHEREAS, the Intermodal Surface Transportation Efficiency Act of 1991, ("ISTEA") codified under Title 23 U.S.C. Section 101 et seq., establishes the National Intermodal Transportation System that is economically efficient and environmentally sound, provides the foundation for the nation to compete in the global economy, and will move people and goods in an energy efficient manner; and,

WHEREAS, Title 23 U.S.C. Section 133 establishes that surface transportation programs should be developed and implemented by the States' Transportation Agencies; and

WHEREAS, Title 23 U.S.C. Section 134 establishes that Metropolitan Planning Organizations ("MPO's") and the States' Transportation Agencies develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the City is located within the jurisdiction of the San Antonio-Bexar County Metropolitan Planning Organization (MPO), which is established under the laws of the State of Texas; and

WHEREAS, Title 23 U.S.C. Section 120 establishes that the Federal share of funding for surface transportation programs for urbanized areas will not exceed eighty percent (80%) of the cost of the Project; and

WHEREAS, the State and the City desire improvements on several facilities, further defined by a listing hereto attached, labeled "Exhibit A", and considered part of this agreement, and;

WHEREAS, the Improvements desired for the each of the facilities, collectively listed on Exhibit A, shall be hereinafter identified as the "Project", and;

WHEREAS, the City has agreed to participate in the development and construction of the Project by creating a project schematic, preparing construction documents (plans, specifications and estimates), and providing the non-federal funding share of the Project costs, as well as other necessary items required by the State; and

WHEREAS, on the 23rd day of April, 1998 the San Antonio City Council passed Resolution No. 87713, attached hereto and identified as "Exhibit B", authorizing the City's participation in the development of the Project; and

WHEREAS, the State will conduct a portion of the necessary preliminary engineering tasks, let the construction contract, provide the construction inspection and testing services, secure the federal funding share of the eligible Project costs and other items as required, and;

WHEREAS, on the 31 day of August, 1995, the Texas Transportation Commission passed Minute Order 101588, authorizing the Project through the State Transportation Improvement Program.

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

A G R E E M E N T

ARTICLE 1. AGREEMENT PERIOD

This agreement becomes effective when signed by the last party whose signing make the agreement fully executed, and will remain 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. SCOPE OF PROJECT

A. The State and the City agree that the scope of the Project shall be limited to that authorized by the Texas Transportation Commission, and as approved by the MPO. Exhibit A, attached hereto, identifies the various elements (facilities) of the package composing the Project.

B. The Project will be designated part of the State Highway System as a METROPOLITAN HIGHWAY for the limited purpose of implementing (constructing) the Project; however, any existing City street within the limits of the Project will not be designated or incorporated therein, prior to the State's award of the construction contract.

C. The City will continue to provide maintenance for all City streets within the limits of the Project until the State's award of the construction contract.

ARTICLE 3. ENGINEERING SERVICES

A. The City, or its consultant engineer, is responsible for a portion of the Project's preliminary engineering phase which is understood to include activities such as preparing a schematic of the proposed improvements in a format that is acceptable to the State and conducting the appropriate public involvement activities for the Project.

B. The State is responsible for a portion of the Project's preliminary engineering phase which is understood to include activities such as developing traffic projections, preparing the environmental assessment, assisting in the coordination of public involvement activities that may be necessary, and reviewing/processing efforts required to let the Project.

C. The City is responsible for any additional right of way required for the completion of the Project. The City shall assume all costs and perform all necessary requirements to provide title in the name of the City for any rights of way required for the construction of the Project, which title shall be acceptable to the State. The City shall provide all rights of way free and clear of all improvements and/or encroachments. The City will comply with and assume all 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 right of way to the City, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Part 24.2(g). Documentation to support such compliance must be maintained and must be made available to the State and its representatives for review and inspection. The City shall secure and provide easements over any other land in addition to normal right of way as may be indicated on an approved right of way map. The City, or its consultant engineer, shall prepare the right of way map, property descriptions and other data as needed to properly describe the right of way which the City is to acquire and provide for the project. The right of way map and property descriptions shall be prepared in the early phases of the development of the project in order to provide adequate time to acquire the necessary rights of way in advance of the letting the Project. All right of way maps will require a cursory review by the State's District Right of Way Section in San Antonio. Any project that proposes to utilize federal funding to purchase necessary rights of way will require review and coordination with the State's Right of Way Division in Austin. Maps will not be released for acquisition prior to completing the public involvement activities and securing final approval of the environmental document. Tracings of all right of way maps shall be retained by the City, as well as the State, for permanent records.

D: The City, or its consultant engineer will develop the construction documents, which is understood to include the plans, specifications and estimates (PS&E) necessary to implement the Project. The PS&E being developed by the City, or its consultant engineer, shall be in accordance with the currently approved version of the State's Highway Design Division Operations and Procedures Manual, or the American Association of State Highway and Transportation Officials' Standards, and the current version of the State's Standard Specifications for Construction of Highways, Streets and Bridges. The construction documents will be developed in a format and content that are acceptable to the State. The State will provide guidance and timely reviews as necessary for the City, or its consultant engineer, to satisfactorily develop the PS&E.

E. Utility coordination is a key element in the development of any Project. In the initial stages of Project development, it is the responsibility of the City, or its consultant engineer, to identify any potentially affected utility services and strive to minimize conflicts with the proposed improvements, when practical. The City, or its consultant engineer, will be required to follow the State's "TxDOT/Utility Design Coordination Procedure", attached hereto and labeled "Exhibit C". The State will be responsible for assisting the City, or its consultant engineer, in the coordination effort by actively participating in the course of the utility coordination proceedings for the Project.

F. The City is responsible for identifying any potential environmental problems associated with the development and construction of the Project. This effort could include activities such as researching property ownership, and preparing Phase I and Phase II (if required) environmental site assessments. The State will not let the construction contract until all known environmental problems have been addressed by the City. If, in the opinion of the City, it is most prudent to mitigate certain environmental problems prior to the commencement of construction activities associated with the Project, the City shall proceed as such, and provide written certification to the State from the appropriate regulatory agency(s), certifying such problems have been acceptably remedied. If the City and the State agree that certain environmental problems would be best handled as part of the construction activities associated with the Project, the City, or its consultant engineer, is responsible for accommodating such mitigation in the construction documents.

G. The City, or its consultant engineer, shall be responsible for the accuracy of the schematic and the construction documents (as previously defined) and shall promptly make necessary revisions or corrections resulting from any errors, omissions, or negligent acts of its employees or consultant engineer. The City's responsibility for all questions arising from design errors and/or omissions will be determined by the State and all decisions shall be in accordance with the State's "Errors or Omissions Policy" as addressed in 43 Texas Administrative Code (TAC), Chapter 9.38(e). The City, or its consultant engineer, will not be

relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 4. CONSTRUCTION RESPONSIBILITIES

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award a contract for construction of the Project in accordance with existing procedures and applicable laws. Any change orders, supplemental agreements or additional work orders which may, according to the judgment of the State, become necessary subsequent to the award of the construction contract shall be the financial responsibility of the City, including those change orders, supplemental agreements or additional work orders that are necessitated as a means to correct errors or omissions on the part of the City or its consultant engineer. The State shall proceed with the preparation and execution of such change orders, supplemental agreements or additional work orders that are deemed necessary, within the limitations established by the MPO's "Cost Overrun Procedures for Suballocated Surface Transportation Program Projects".

B. The City will ensure that the State and its contractors will have full access to the Project location, by acquiring rights of way and easements necessary for the construction of the Project.

C. The State will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the Project is accomplished in accordance with the approved construction documents. The City will be afforded the opportunity to periodically review the construction provided that the review does not interfere with the work being performed by the State's contractor.

D. If potentially contaminated media (petroleum residual contaminated materials or hazardous materials) are unexpectedly encountered during the construction phase of the Project, environmental personnel from both the State and the City will be immediately notified. The City will assume all responsibility for properly containerizing, storing, managing, characterizing, analyzing, transporting and disposing of any contaminated and/or potentially hazardous materials.

E. The owner of any utility requiring adjustment shall be responsible for all costs associated with the adjustment, removal or relocation of such utility facilities, and such adjustment, removal or relocation shall be in accordance with applicable State law, regulations, policies and procedures. In the event additional utilities are required to be adjusted, removed or relocated during the construction of the Project, the owner of the utility will be responsible for all costs associated with the additional utility work.

F. Upon completion of each of the Project, the State will issue to the City a "Notification of Completion", acknowledging that the Project has been completed. Upon the City's receipt of the "Notification of Completion", the roadway will be removed from the State Highway System and will revert under the jurisdiction of the City.

ARTICLE 5. FUNDING RESPONSIBILITIES

A. The State will secure the federal funding share for the actual costs associated with the Project. The City will be responsible for the payment of the non-federal funding share of actual costs associated with the Projects. All costs associated with developing, or having developed, the schematic or the construction documents shall be the responsibility of the City.

B. Upon execution of the agreement, the City will submit a check or warrant made payable to the "Texas Department of Transportation" in the amount of \$ 272,849 . This amount represents the estimated costs that the State will incur in fulfilling its responsibilities associated with the Project's preliminary engineering phase, as defined in ARTICLE 3, Part B, of this agreement. "Exhibit D," attached hereto and considered part of this agreement, further details the computation of the required amount.

C. Sixty (60) days prior to the date set for receipt of the construction bids for the Project, the State will notify the City that the balance of its financial contribution for the Project is required. The City's financial contribution is the non-federal funding share of the actual costs associated with the Project.

D. In the event the State determines that additional funding is required by the City at any time during the development of the Project, the State will notify the City in writing of the additional amount. The City will make payment to the State within thirty (30) days from receipt of the State's notification. Upon completion of the Project, the State will perform an audit of the costs and any funds due the City will be promptly returned.

ARTICLE 6. MAINTENANCE RESPONSIBILITIES

Upon completion of the Project, the City will assume responsibility for maintenance of the completed facilities comprising the Project.

ARTICLE 7. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City shall remain the property of the City. 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.

ARTICLE 8. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) by satisfactory completion and acceptance of the Project by the State; or
- (2) by mutual agreement and consent of both parties; or
- (3) by either party upon the failure of the other party to fulfill the obligations set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City should make every effort to remedy the breach as outlined by the State within a period mutually agreed upon by both parties.

ARTICLE 9. INDEMNIFICATION

To the extent permitted by law, the City shall indemnify and save harmless the State, its officers, employees, agents and contractors from all claims and liabilities due to the activities of the City, its officers, employees, agents and contractors performed under this agreement and which result from an error, omission or negligent acts of the City, its officers, employees, agents or contractors. Additionally, to the extent permitted by law, the City shall save harmless the State, its officers, employees, agents and contractors from any and all expenses, including attorneys fees and court costs which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the City, its officers, employees, agents or contractors.

ARTICLE 10. AMENDMENTS

Any changes to the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

ARTICLE 11. LEGAL CONSTRUCTION

In case 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 hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 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, addressed to such party at the following respective addresses:

The State

Texas Department of Transportation
Judy Friesenhahn, PE
Advanced Project Development Engineer
P.O. Box 29928
San Antonio, Texas 78283-3966

The City

City of San Antonio
Mr. Gabriel Perez
Capital Programs Manager
P.O. Box 839966
San Antonio, Texas 78284-5126

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 13. SOLE AGREEMENT

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

ARTICLE 14. INSPECTION OF BOOKS AND RECORDS

The State, the Federal Highway Administration and their duly authorized representatives shall have access to all records of the City which are directly applicable to this agreement for the purpose of making audits, examinations, excerpts and transcriptions.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF SAN ANTONIO, TEXAS

By: 

ROLANDO BONO

Typed Name

ASSISTANT CITY MANAGER

Title

MAY 6, 1998

Date

THE STATE OF TEXAS

Certified as being executed 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 under the authority of Minute Order 100002.

By: 

Larry Zatopek

Director, General Services Division

6-2-98
Date

EXHIBIT A

THE "PROJECT"

CSJ	HIGHWAY	LIMITS
²⁹² 0915-12-900	SIDEWALKS	Citywide
³⁰⁷ 0915-12-902	HENDERSON PASS	From Thousand Oaks To Gold Canyon
²⁶⁶ 0915-12-906	CALLAGHAN ROAD	From W. Horseshoe Bend To Ingram Road
²⁹⁴ 0915-12-907	CALLAGHAN ROAD	From Hemphill To Culebra Road
²⁶⁷ 0915-12-908	PRUE ROAD	From Laureate To Fredericksburg Road
²⁷¹ 0915-12-912	UHR LANE	From Higgins To Thousand Oaks
²⁷³ 0915-12-913	HILDEBRAND AVENUE	at US281
²⁷⁵ 0915-12-917	THOUSAND OAKS	at Broken Oak, Ledge View, Turkey Pebble Forest & Oak View
²⁷⁶ 0915-12-918	HUNT LANE	From Marbach Road To Hunt Lane
²⁷⁸ 0915-12-920	BITTERS ROAD	From Broadway To Nacogdoches Road
²⁸⁰ 0915-12-925	STARCREST	From Stuntman To Jones Maltberger
²⁹⁹ 0915-12-927	TEZEL ROAD	From Ridge Path To Old Tezel
³⁰⁰ 0915-12-928	TEZEL ROAD	From Timber Path To Ridge Path

0915-12- 937 286	CALLAGHAN ROAD	From Old Hwy 90 To Castroville Road
0915-12- 941 289	CINCINNATI AVENUE	From St. Mary's University To Navidad
0915-12- 942 290	CINCINNATI/ASHBY	From Navidad To North St. Mary's Street
0915-12- 943 291	ALAMO/BROADWAY CORRIDOR	From Josephine Street To The Alamo
0915-12- 944 301	SAN PEDRO ALTERNATE	From Dot Road To Howard Road
0915-12- 946 303	BABCOCK ROAD ALTERNATE	From Spring Rain To Spring Time

AN ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE "PROJECT AGREEMENTS FOR SURFACE TRANSPORTATION PROGRAMS-METROPOLITAN MOBILITY REHABILITATION" WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) AND AUTHORIZING FUNDS IN THE AMOUNT OF \$420,336.00 FOR TECHNICAL REVIEW, PROJECT DEVELOPMENT, AND CONSTRUCTION ADMINISTRATION BY TxDOT STAFF IN CONNECTION WITH THIRTY-FOUR (34) MPO PROJECTS FOR PROGRAM YEARS 2000 AND 2001.

* * * * *

WHEREAS, in order to implement Metropolitan Planning Organization (MPO) Projects, the City is responsible for funding engineering, rights of way acquisition, and twenty per cent (20%) of construction cost; and

WHEREAS, it is necessary to provide rights of way cost reimbursement by the MPO for approximately thirty-four (34) parcels of rights of way to be acquired for Program Years 2000 and 2001; and

WHEREAS, it is then necessary to provide funds for TxDOT staff activities to include project review, environmental engineering review, plan packaging and submission to TxDOT Austin Headquarters for monthly lettings and construction administration, inspection, and materials testing; and

WHEREAS, approval of this Ordinance will be a continuation of City Council policy to participate in the development and construction of City selected and approved MPO Projects which are approved by Council; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, Assistant City Manager, or an Assistant to the City Manager is hereby authorized to execute a "Project Agreement for Surface Transportation Program-Metropolitan Mobility Rehabilitation" with the Texas Department of Transportation (TxDOT), and providing terms and conditions for City's payment of its portion of the Project. A copy of said Agreement is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. The amount of \$420,336.00 is appropriated in Fund 45-507108, 1985 General Obligation Street Bond Fund, in Index Code 922955, entitled Transfer to 43-617047. The amount of \$420,336.00 is authorized to be transferred from Fund 45-507108 to Fund 43-617047, 1996 Certificate of Obligation MPO-Street Improvement Bond Fund.

SECTION 3. The budget in Fund 43-617000, 1996 Certificate of Obligation MPO-Street Improvement Bond Fund, shall be revised by increasing Index Code 126706, entitled Transfer from 45-507108 (43-617047), in the amount of \$420,336.00.

SECTION 4. The amount of \$420,336.00 is appropriated in Fund 43-617047, 1996 Certificate of Obligation MPO-Street Improvement Bond Fund, in Index Code 448159, entitled Payment to Texas Department of Transportation and is authorized to be encumbered and made payable to the Texas Department of Transportation.

SECTION 5. This Ordinance shall be effective on the tenth day after passage hereof.

PASSED AND APPROVED this _____ day of _____, 1998.

M A Y O R

ATTEST:

City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY

ORD. NO. **87713**

APR 23 1998

Herna S. Rodriguez
CITY CLERK

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$1,110,000

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$ 233,100

where: Local match = 20% [C] = $M =$ \$222,000
Preliminary Engineering = $PE =$ \$ 11,100

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$11,100 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$222,000 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.

2. Preliminary engineering (PE) only represents the State's responsibilities pertaining to this element of project development and includes activities such as developing traffic projections, preparing the environmental assessment, assisting in the coordination of public involvement activities, and reviewing/processing the project for letting. The percentage used to estimate the State's costs to perform PE activities varies with respect to the estimated construction cost. In the case of this agreement, the PE is estimated at 1 % of [C].

3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$104,128

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$ 28,115

where: Local match = 20% [C] = $M =$ \$20,826
Preliminary Engineering = $PE =$ \$ 7,289

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$7,289 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$20,826 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.

2. Preliminary engineering (PE) only represents the State's responsibilities pertaining to this element of project development and includes activities such as developing traffic projections, preparing the environmental assessment, assisting in the coordination of public involvement activities, and reviewing/processing the project for letting. The percentage used to estimate the State's costs to perform PE activities varies with respect to the estimated construction cost. In the case of this agreement, the PE is estimated at 7 % of [C].

3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$1,676,122

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$ 351,985

where: Local match = 20% [C] = $M =$ \$335,224
Preliminary Engineering = $PE =$ \$ 16,761

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$16,761 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$335,224 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.

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3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$1,480,128

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$ 310,827

where: Local match = 20% [C] = $M =$ \$296,026
Preliminary Engineering = $PE =$ \$ 14,801

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$14,801 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$296,026 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.

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3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$812,014

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$178,823

where: Local match = 20% [C] = $M =$ \$162,403
Preliminary Engineering = $PE =$ \$ 16,240

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$16,240 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$162,403 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.

2. Preliminary engineering (PE) only represents the State's responsibilities pertaining to this element of project development and includes activities such as developing traffic projections, preparing the environmental assessment, assisting in the coordination of public involvement activities, and reviewing/processing the project for letting. The percentage used to estimate the State's costs to perform PE activities varies with respect to the estimated construction cost. In the case of this agreement, the PE is estimated at 2 % of [C].

3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$2,109,069

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$ 442,905

where: Local match = 20% [C] = $M =$ \$421,814
Preliminary Engineering = $PE =$ \$ 21,091

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$21,091 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$421,814 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.
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3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$101,706

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$ 27,460

where: Local match = 20% [C] = $M =$ \$20,341
Preliminary Engineering = $PE =$ \$ 7,119

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$7,119 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$20,341 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.

2. Preliminary engineering (PE) only represents the State's responsibilities pertaining to this element of project development and includes activities such as developing traffic projections, preparing the environmental assessment, assisting in the coordination of public involvement activities, and reviewing/processing the project for letting. The percentage used to estimate the State's costs to perform PE activities varies with respect to the estimated construction cost. In the case of this agreement, the PE is estimated at 7 % of [C].

3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$939,060

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$206,593

where: Local match = 20% [C] = $M =$ \$187,812
Preliminary Engineering = $PE =$ \$ 18,781

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$18,781 (Due prior to full execution of agreement)

$L2 - E1 = E2 =$ \$187,812 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.

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3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$2,572,740

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$ 540,275

where: Local match = 20% [C] = $M =$ \$514,548
Preliminary Engineering = $PE =$ \$ 25,727

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$25,727 (Due prior to full execution of agreement)

$L2 - E1 = E2 =$ \$514,548 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.

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3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$2,138.892

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$ 449.167

where: Local match = 20% [C] = $M =$ \$427.778
Preliminary Engineering = $PE =$ \$ 21.389

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$21.389 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$427.778 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.

2. Preliminary engineering (PE) only represents the State's responsibilities pertaining to this element of project development and includes activities such as developing traffic projections, preparing the environmental assessment, assisting in the coordination of public involvement activities, and reviewing/processing the project for letting. The percentage used to estimate the State's costs to perform PE activities varies with respect to the estimated construction cost. In the case of this agreement, the PE is estimated at 1 % of [C].

3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$1,016,760

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$ 223,687

where: Local match = 20% [C] = $M =$ \$203,352
Preliminary Engineering = $PE =$ \$20,335

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$20,335 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$203,352 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.

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3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C = \underline{\$3,217,617}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE = \underline{L2 = \$ 675,699}$

where: Local match = 20% [C] = M = \$643,523
 Preliminary Engineering = PE = \$ 32,176

LOCAL ESCROW AMOUNT

$PE = E1 = \underline{\$32,176}$ (Due prior to full execution of agreement)
 $L2 - E1 = E2 = \underline{\$643,523}$ (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.
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3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$83,466

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$22,536

where: Local match = 20% [C] = $M =$ \$16,693
Preliminary Engineering = $PE =$ \$ 5,843

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$5,843 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$16,693 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.
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3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$27,972

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$ 7,552

where: Local match = 20% [C] = $M =$ \$5,594
 Preliminary Engineering = $PE =$ \$1,958

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$1,958 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$5,594 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.
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3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D

SURFACE TRANSPORTATION PROGRAM

ESCROW WORKSHEET

CONSTRUCTION COST =

$$C = \underline{\$27,972}$$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =

$$M + PE = \underline{\$7,552}$$

where: Local match = 20% [C] = M = \$5,594
 Preliminary Engineering = PE = \$1,958

LOCAL ESCROW AMOUNT

$$PE = E1 = \underline{\$1,958} \quad (\text{Due prior to full execution of agreement})$$

$$L2 - E1 = E2 = \underline{\$5,594} \quad (\text{Due 60 days prior to letting date})$$

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.

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3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$43,290

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $E2 =$ \$11,688

where: Local match = 20% [C] = $M =$ \$8,658
Preliminary Engineering = $PE =$ \$3,030

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$3,030 (Due prior to full execution of agreement)
 $E2 - E1 = E2 =$ \$8,658 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.

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3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$191,436

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$ 51,687

where: Local match = 20% [C] = $M =$ \$38,287
Preliminary Engineering = $PE =$ \$13,400

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$13,400 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$38,287 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.

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3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.

303
 CSJ: 915-12-946
 Highway: Babcock Rd
Alternate

EXHIBIT D SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C =$ \$301,032

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$ 72,247

where: Local match = 20% [C] = $M =$ \$60,206
 Preliminary Engineering = $PE =$ \$ 12,041

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$12,401 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$60,206 (Due 60 days prior to letting date)

NOTES

1. The construction cost (C) is the ESTIMATED construction of the Project at the time the agreement is executed. This amount includes construction engineering and contingencies (E&C), as well as force account items. E&C includes such activities as supervising and inspecting all work performed on the project during construction, as well as providing engineering, inspection, testing services necessary to ensure the construction of the Project is accomplished in accordance with the approved construction documents.
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3. The computation of E2 will be adjusted according to the estimated construction cost at the time the Project is processed for letting.