

CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM ITEM NO. **27(A)**
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 Zaroni; Milo D. Nitschke; and file

SUBJECT: Amendment to "Project Agreement 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 #1 to "Project Agreement for Surface Transportation Programs – Metropolitan Mobility Rehabilitation" with the TxDOT in connection with the Ingram Road – Callaghan to Benrus and the Nakoma – U.S. 281 to Warfield projects, authorized 1999 General Obligation Street Improvement Bond and Metropolitan Planning Organization (MPO) projects located in Council Districts 7 and 9.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Ingram Road - Callaghan to Benrus project will provide for east/west bicycle lanes along Ingram from Callaghan to Benrus. The project construction is anticipated to begin in August of 2004 and to be completed in January of 2005. The Nakoma – U.S. 281 to Warfield project will provide for the widening of the existing 2-lane roadway to 4-lanes with a channelized right turn lane at the intersection, and will include curbs, six foot sidewalks against the curb and drainage improvements. This project construction is estimated to begin in March of 2005 and to be completed in November 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. 91434 on March 16, 2000 and authorized the implementation of these MPO projects. Amendment #1 to this agreement was executed on May 7, 2003 to allow City forces to complete the City of San Antonio Bicycle Rack Project. 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 project 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

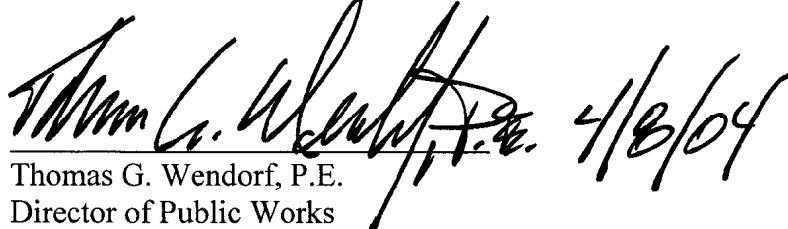
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, the City Attorney's Office and TxDOT.

SUPPLEMENTARY COMMENTS

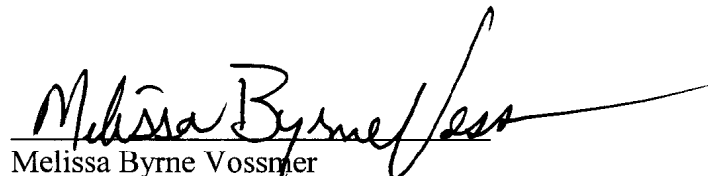
The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is not required.


ATTACHMENTS

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

 4/8/04
Thomas G. Wendorf, P.E.
Director of Public Works

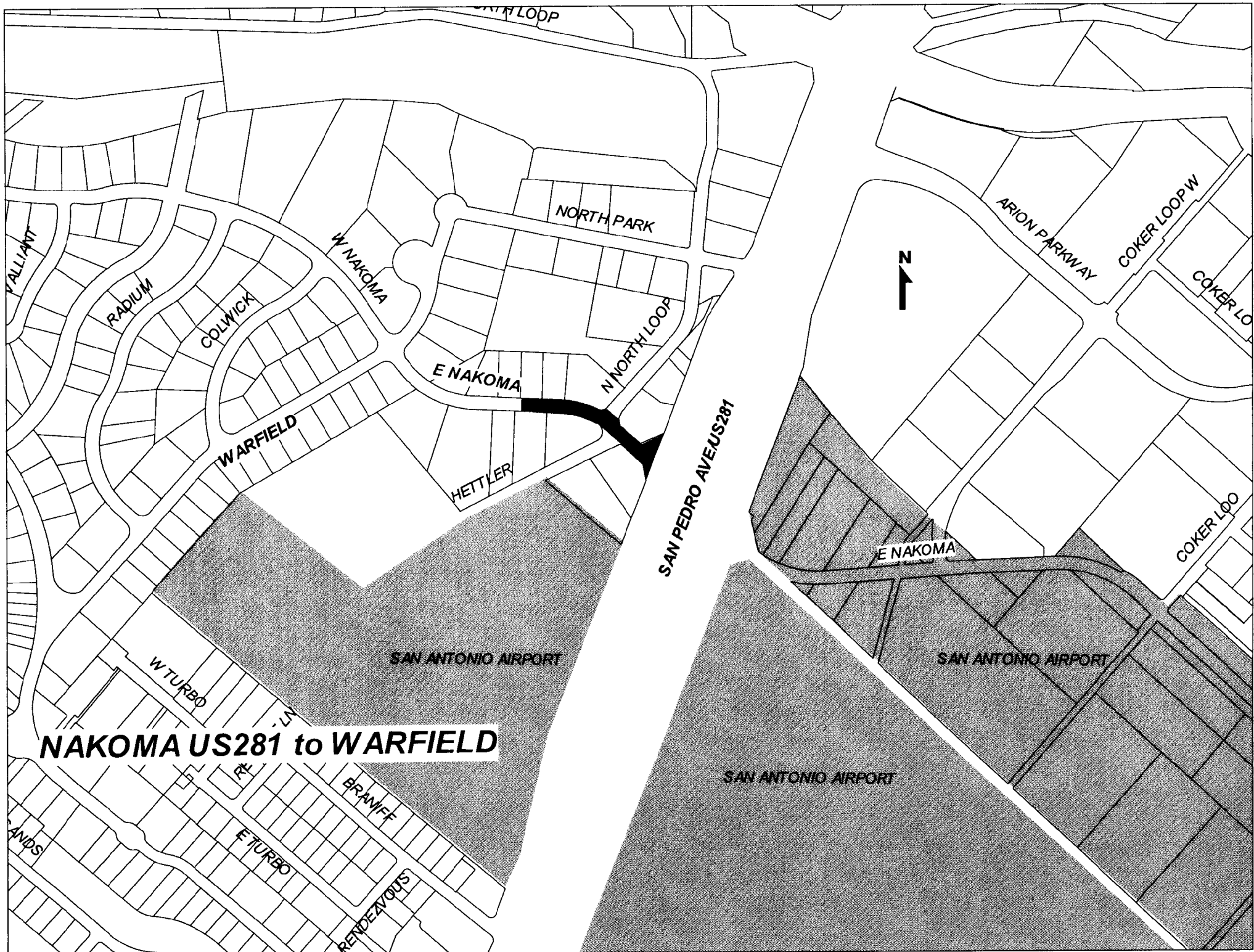
Approved:


Melissa Byrne Vossmer
Assistant City Manager


Terry M. Brechtel
City Manager

CITYWIDE BICYCLE PROJECT (MPO) GROUP II- INGRAM ROAD





NAKOMA US281 to WARFIELD

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, on June 9, 1998, the Transportation Equity Act for the 21st Century ("TEA-21") was signed into law PL 105-178; and,

WHEREAS, TEA-21 builds on the initiatives established in the Intermodal Surface Transportation Efficiency Act of 1991 ("ISTEA"); and,

WHEREAS, TEA-21 combines the continuation and improvement of current programs with new initiatives to meet the challenges of improving safety as traffic continues to increase at record levels, protecting and enhancing communities and the natural environment as we provide transportation, and advancing the nation's economic growth and competitiveness domestically and internationally through efficient and flexible transportation; 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, the State and the City desire roadway improvements on several facilities, further defined by a listing hereto attached and labeled "Exhibit A", and considered part of this agreement; and,

WHEREAS, the desired improvements for 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 16th day of March, ²⁰⁰⁰~~19~~, the San Antonio City Council passed Resolution No. 91434, 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 30 day of July, 1998 and the 29 day of January, 1999, the Texas Transportation Commission passed Minute Order 107561 and 107737, 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.

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, preparing an environmental assessment consistent with the State and Federal guidelines, 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 providing traffic projections, 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 "MPO Project Development Process", 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 for 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 80% of 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, the environmental documentation, or the construction documents shall be the responsibility of the City.

B. Upon execution of the agreement, the City will submit a check made payable to the "Texas Department of Transportation" in the amount of \$295,654.85. This amount represents the estimated costs that the State will incur in fulfilling its responsibilities associated with the Projects' 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 estimated 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 in 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
Attn: Melissa Jordan
P.O. Box 29928
San Antonio, Texas 78229-0928

The City

City of San Antonio
Attn: 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. The City shall have access to all records of the State which are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts and transcription. The City will comply with the Office of Management and Budget (OMB) Circular A-133 relating to the single audit report coverage requirements.

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

THE CITY OF SAN ANTONIO, TEXAS

By: Christopher J. Brady 

Typed Name

ASSISTANT CITY MANAGER

Title

4/10/00

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: _____
Jennifer Soldano
Director, Contract Services Office

Date

EXHIBIT A THE "PROJECT"

CSJ	HIGHWAY	LIMITS
0024-09-022	GENERAL HUDNELL	On General Hudnell at t Frio City
0915-12-350	ALAMO	On Alamo from Cedar to San Antonio River
0915-12-351	BIKE RACKS	Installation of Bike Racks at Approximately 100 Various Locations
0915-12-353	CLARK	South Cross to Hot Wells
0915-12-354	CLARK	From Fair to South Cross
0915-12-358	HACKBERRY	From Steves to South Cross
0915-12-359	HOT WELLS	From IH 37 to New Braunfels
0915-12-360	HOUSTON	From Pine to Polaris
0915-12-361	INGRAM	From Callaghan to Eeonus
0915-12-362	LOCKHILL SELMA	From West Avenue to N.W. Military
0915-12-363	MAYFIELD	From IH 35 to Zarzamora
0915-12-364	MCCULLOUGH	From Basse to RR Tracks
0915-12-367	NACOGDOCHES	From IH 410 to Danbury
0915-12-368	NAKOMA	From US 281 to Warfield
0915-12-369	PRUE ROAD EXTENSION	From Prue to Huebner
0915-12-372	WOODLAWN	From Bandera to Maiden
0915-12-374	NACOGDOCHES	From Judson to Toepperwein
2708-01-027	BLANCO	From Lockhill Selma to Patricia Dr.

AN ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE A "PROJECT AGREEMENT FOR SURFACE TRANSPORTATION PROGRAMS - METROPOLITAN MOBILITY REHABILITATION" WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) AND AUTHORIZING FUNDS IN THE AMOUNT OF \$295,654.85 FOR TECHNICAL REVIEW, PROJECT DEVELOPMENT AND CONSTRUCTION ADMINISTRATION BY TxDOT STAFF IN CONNECTION WITH EIGHTEEN (18) MPO PROJECTS FOR PROGRAM YEAR 2003.

* * * * *

WHEREAS, the City is responsible for funding engineering, rights of way, and twenty percent (20%) of construction cost for connection with eighteen (18) MPO projects for Program Year 2003, as part of the implementation of Metropolitan Planning Organization (MPO) projects; and

WHEREAS, it is necessary to reimburse TxDOT staff in the amount of \$295,654.85, for processing design and construction efforts for the aforementioned projects; the City is required to establish a Force Account Fund for the receipt and payment of funds for the project; and

WHEREAS, approval of this ordinance will be a continuation of Council policy to participate in the development and construction of City selected and approved MPO projects which are approved annually by council; **NOW THEREFORE; BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

SECTION 1. The City Manager, an Assistant City Manager, or an Assistant to the City Manager is hereby authorized to execute an "Project Agreement for Surface Transportation Programs - Metropolitan Mobility Rehabilitation", a copy of which is attached hereto and incorporated herein by reference for all purposes as Attachment I.

SECTION 2. The budget in Fund 45-979095, 1999 General Obligation Drainage Improvements Bond Fund, shall be revised by reducing Index Code 637947, entitled Unallocated Appropriations - Proceeds in the amount of \$295,654.85.

SECTION 3. The total amount of \$295,654.85 is appropriated in the following funds contingent on the 1999 Bond Program and is authorized to be encumbered and made payable to Texas Department of Transportation as follows:

Project and Limits	Project #	Index Codes	TXDOT Amount
Blanco/Clark/Hot Wells FY2003 MPO Sidewalk Projects	45-979030	611558	15,531.99
Alamo - Cedar to San Antonio River (Sidewalks) MPO	45-979031	611590	3,624.00
Bike Racks - 100 Various Locations Citywide MPO	45-979032	611616	892.59
General Hudnell @ Frio City MPO	45-979033	611632	6,977.95
Clark - Fair to Southcross MPO	45-979034	611640	17,955.61
Hackberry - Steves to Southcross MPO	45-979035	611657	37,901.44
Houston - Pine to Polaris MPO	45-979036	611665	34,305.78
Ingram - Callaghan to Benrus MPO	45-979037	611681	2,391.79
Lockhill Selma - West Ave. to NW Military MPO	45-979038	611764	23,426.68
Mayfield - IH 35 to Zarzamora MPO	45-979039	611780	46,080.68
McCullough - Basse to RR Tracks MPO	45-979040	611830	19,170.02
Nacogdoches Bike Path - Judson to Toepperwein MPO	45-979041	611871	2,965.15
Nacogdoches - IH 410 to Danbury MPO	45-979042	611962	21,755.45
Nakoma - IIS 281 to Warfield MPO	45-979043	612044	3,571.37
Prue Road Extension - Prue to Huebner MPO	45-979044	612069	20,379.68
Woodlawn - Bandera to Maiden MPO	45-979045	612176	38,724.67
TOTAL			295,654.85

SECTION 4. This ordinance shall take effect on the tenth day from the date of passage hereof.

PASSED AND APPROVED this 16th day of March, 2000.

M A Y O R

ATTEST:

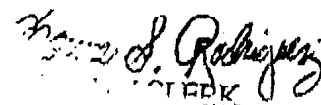
City Clerk

APPROVED AS TO FORM:


City Attorney

RD. NO. 91434

MAR 16 2000


City Clerk

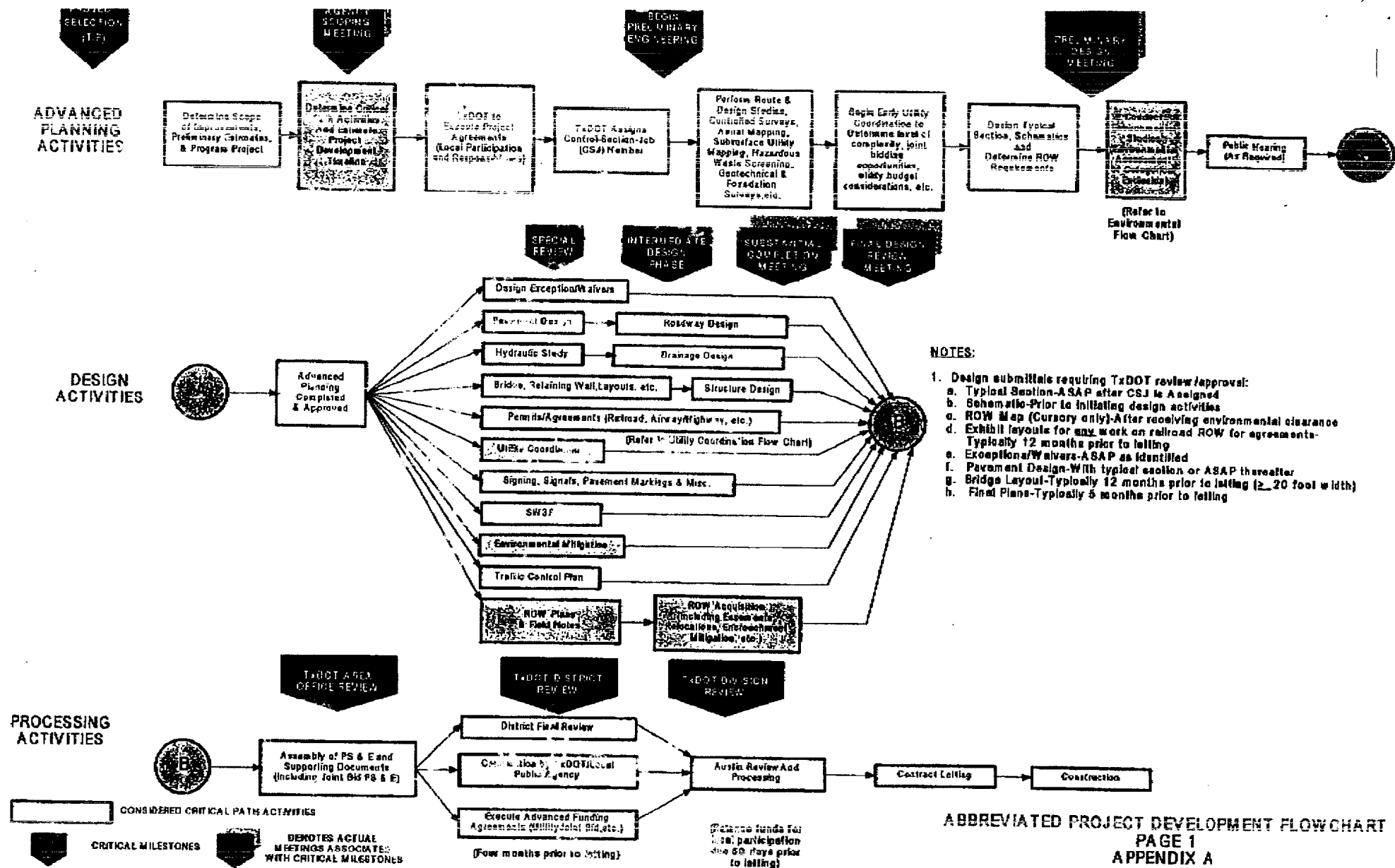


Exhibit C



PURPOSE IS TO REACH A CONSENSUS FOR PROJECT DEVELOPMENT, INCLUDING PROJECT DESIGN REQUIREMENTS, AGENCY RESPONSIBILITIES AND DEVELOP PRELIMINARY PROJECT DEVELOPMENT TIME LINE.

- *REFERENCE UTILITY MOU ACTIVITIES II TO III
- *SCOPING MEETING TO BE HELD WITHIN 3 MONTHS OF TIP APPROVAL

SPONSORING AGENCY WILL NOTIFY ALL AFFECTED AGENCIES AS TO DATE, TIME AND PLACE OF MEETING.

*RESPONSIBLE PARTICIPANTS

SPONSORING AGENCY (EX: CITY OF SAN ANTONIO, BEXAR COUNTY, ETC.)
UTILITY COMPANIES (EX: BELL TELEPHONE, SAWS, CPS, ETC.)
TEXAS DEPARTMENT OF TRANSPORTATION

*GOALS AND OBJECTIVES FOR A SCOPING MEETING

- CONTACT PERSON FOR EACH AFFECTED AGENCY.
- IDENTIFY PRELIMINARY RIGHT OF WAY REQUIREMENTS.
- IDENTIFY PRELIMINARY ENVIRONMENTAL DOCUMENTS AND ACTIVITIES REQUIRED (INCLUDING HAZARDOUS MATERIAL STUDIES).
- COMPLETE THE PROJECT DEVELOPMENT CHECK LIST.
- IDENTIFY IMPACT ON UTILITIES (PROVIDE AS-BUILT PLANS).
- UTILITIES MAY BEGIN "POT-HOLING" CRITICAL FACILITIES TO CONFIRM HORIZONTAL LOCATIONS.
- IDENTIFY MAJOR DRAINAGE ISSUES.
- DETERMINE SUBMITTAL REQUIREMENTS (EX: TYPICAL SECTIONS, PAVEMENT DESIGN, DESIGN EXCEPTIONS, ETC.).
- IDENTIFY DESIGN STANDARDS.
- DETERMINE ANTICIPATED UTILITY COMPLEXITY LEVEL.
- DETERMINE UTILITY REIMBURSEMENT ELIGIBILITY.
- IDENTIFY ANY UTILITY ACCOMMODATION POLICY (JAP, EXCEPTIONS OR DECLARATIONS).



PURPOSE IS TO PROVIDE SUBSTANTIALLY COMPLETED PLANS TO THE UTILITY COMPANIES FOR THEIR DESIGN.

- *REFERENCE UTILITY MOU ACTIVITY V
- *UTILITY COMPANIES FINALIZE SCOPE OF UTILITY RELATED IMPROVEMENTS; IDENTIFY SOURCE OF DESIGN, JOINT BID OPPORTUNITIES, ROW NEEDS, SCHEDULE IMPACTS, AND CONSTRUCTION TIME LINE.
- *DISCUSS COMMENTS FROM TECHNICAL REVIEW OF P.E. & E.
- *REVIEW PROJECT DEVELOPMENT ACTIVITIES CHECKLIST
- *REACH CONSENSUS THAT A "HIGH DEGREE OF CONFIDENCE" IN THE PRELIMINARY DESIGN HAS BEEN ACHIEVED AND IT IS APPROPRIATE TO PROCEED TO FINALIZE DESIGN.
- *FINALIZE PROJECTED LETTING DATE.



IN HOUSE OR CONSULTANT ENGINEERS MAY BEGIN WORK.

- TxDOT AND LOCAL AGENCY ENGINEER PROJECT AGREEMENTS PRIOR TO BEGINNING PRELIMINARY ENGINEERING.
- TELEPHONE AND VISUAL SURVEY OF THE PROJECT (S) NUMBER FOR EACH PROJECT AFTER AGREEMENT IS EXECUTED.
- ENGINEER MUST CONTACT EACH UTILITY OWNER (LOCATING AGENCY) AND REQUEST ASSISTANCE IN LOCATING EXISTING UTILITIES IDENTIFIED ON AS-BUILTS. ABOVE GROUND FEATURES OF EXISTING UTILITIES WITHIN THE PROPOSED RIGHT OF WAY FOR PROJECT LIMITS WILL BE FIELD LOCATED, INCLUDING ELEVATIONS OF MANHOLE FLOWLINES AND WATERGAS VALVE STEMS. THE LOCATION OF UTILITIES BETWEEN ABOVE GROUND FEATURES WILL BE DETERMINED FROM VISUAL INSPECTION, UTILITY RECORDS AND FROM LOCATIONS DETERMINED BY THE UTILITY COMPANIES. THE UTILITIES WILL BE TIED TO THE PROJECT BASELINE.



PURPOSE IS TO "PULL TOGETHER" THE FINAL DESIGN PLANS AND AGENCY COORDINATION EFFORTS.

- *REFERENCE UTILITY MOU ACTIVITY VI
- *CONSIDERED APPROXIMATELY 90% DESIGN
- *REFINE SEQUENCE OF WORK (INCLUDING UTILITY WORK)
- *INCORPORATE UTILITY COMPANY DESIGN (IF JOINT BID)
- *RESOLVE ANY REMAINING DESIGN ISSUES
- *INCORPORATE TECHNICAL REVIEW COMMENTS
- *REVIEW PROJECT DEVELOPMENT ACTIVITIES CHECKLIST FOR FINAL SUBMITTAL REQUIREMENTS
- *SUBMIT FINAL PLANS TO AREA OFFICE



PURPOSE IS TO COORDINATE PRELIMINARY DESIGN INFORMATION WITH AGENCIES. UTILITY COMPANIES SHOULD HAVE COPIES OF THE SCHEMATIC PRIOR TO THE MEETING.

- *REFERENCE UTILITY MOU ACTIVITY III TO V
- *CONSIDERED APPROXIMATELY 20% TO 30% P.E. & E.
- *DEVELOP ENVIRONMENTAL QUESTIONNAIRES INCLUDING HAZARDOUS MATERIAL SEARCH
- *REVIEW TYPICAL SECTIONS (ENGINEERING, GEOMETRIC, ENVIRONMENTAL, GEOTECHNICAL)
- *REVIEW SCHEMATIC (ENGINEERING) INCLUDING:
 - PLAN VIEW
 - TYPICAL SECTION
 - CROSS DRAINAGE
 - PROFILE OF NECESSARY
 - PRELIMINARY R.O.W.
 - MAJOR UTILITIES
- *UPDATE CONSTRUCTION COST
- *DETERMINE LETTING DATE SCHEDULE
- *DETERMINE UTILITY COMPANIES ACTION PLAN FOR UPDATES, ADJUSTMENTS OR NEW INSTALLATION AND ABANDONMENTS.
- *IDENTIFY ACTION PLAN AND RESPONSE TIME FOR "POT-HOLE" INFORMATION TO MORE ACCURATELY LOCATE CRITICAL HORIZONTAL ALIGNMENT OF EXISTING UTILITIES AND OBVIOUS POTENTIAL VERTICAL CONFLICTS. (UTILITY AGENCY "POT-HOLING" CONTRACT)

- *REFERENCE UTILITY MOU ACTIVITY VII
- *FINALIZE REVIEW BY TxDOT AREA OFFICE



- *CONSIDERED 50% P.E. & E.
- *SUBMIT FULL P.E. & E. PACKAGE FOR FINALIZING REVIEW BY SAN ANTONIO DISTRICT
- *INCORPORATE TECHNICAL REVIEW COMMENTS
- *REVIEW PROJECT DEVELOPMENT ACTIVITIES CHECKLIST FOR FINAL SUBMITTAL REQUIREMENTS
- *RIGHT OF WAY UTILITY ADJUSTMENT CLEARANCE CERTIFICATION SIGNED BY DISTRICT ENGINEER (LETTERS RECEIVED BY LOCAL AGENCIES AND UTILITY COMPANIES CERTIFYING RIGHT OF WAY ACQUISITION AND ADJUSTMENTS RESPECTIVELY).

A

9



B



- *EXECUTE ADVANCED FUNDING AGREEMENTS WITH UTILITY COMPANIES
- *BALANCE OF LOCAL PARTICIPATION FUNDS DUE 60 DAYS PRIOR TO LETTING

D

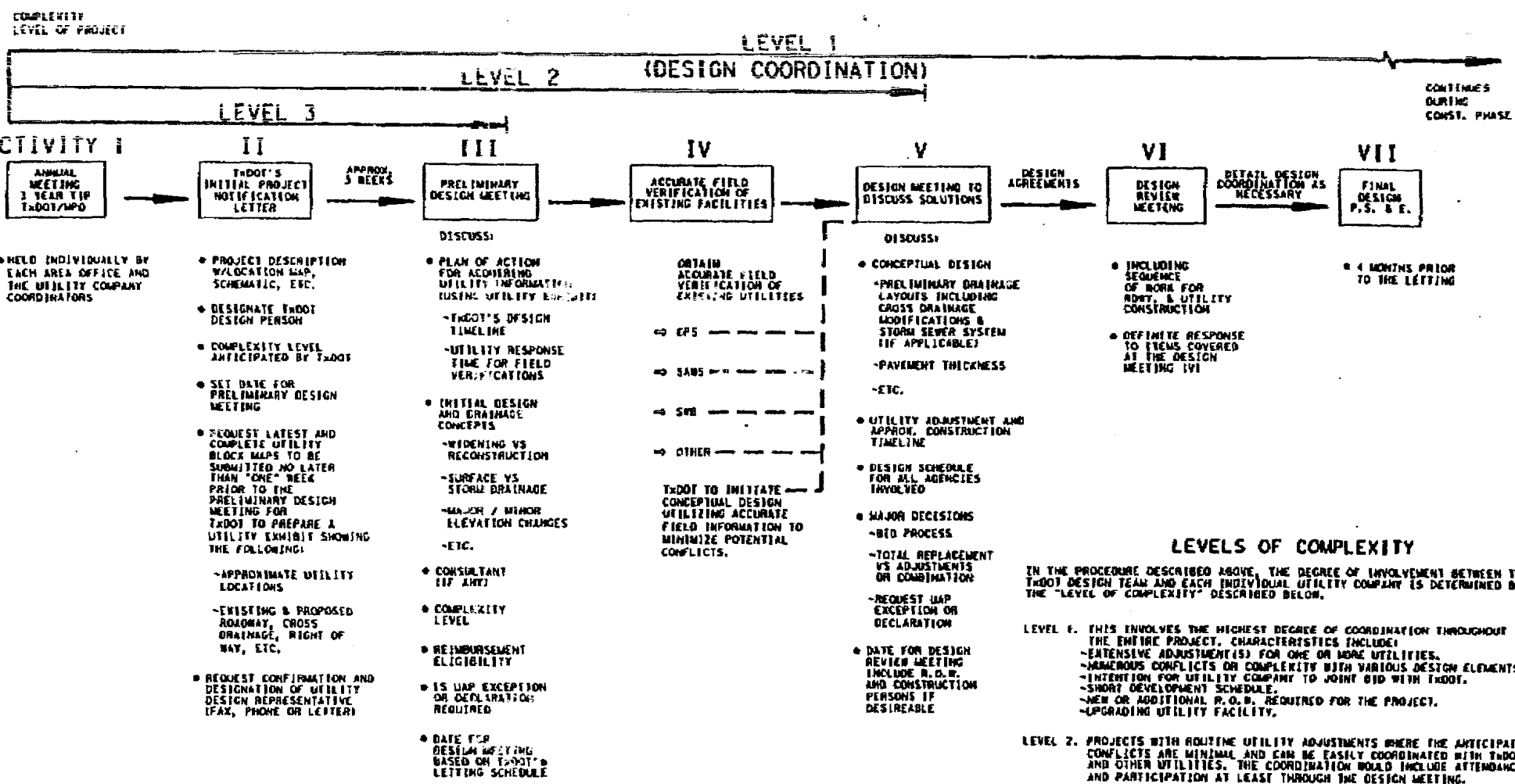


- *CONSIDERED 100% P.E. & E.
- *FULL P.E. & E. PACKAGE IS SUBMITTED TO AUSTIN FOR REVIEW
- *INCORPORATE REVIEW COMMENTS INTO P.E. & E.
- *PRINT MYLAIS AND SUBMIT FINAL DOCUMENTS
- *PROJECT IS APPROVED FOR LETTING.

PROJECT DEVELOPMENT MILESTONES

PAGE 2
APPENDIX A
Revised 4/16/98

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LEVELS OF COMPLEXITY

IN THE PROCEDURE DESCRIBED ABOVE, THE DEGREE OF INVOLVEMENT BETWEEN THE TXDOT DESIGN TEAM AND EACH INDIVIDUAL UTILITY COMPANY IS DETERMINED BY THE "LEVEL OF COMPLEXITY" DESCRIBED BELOW.

- LEVEL 1. THIS INVOLVES THE HIGHEST DEGREE OF COORDINATION THROUGHOUT THE ENTIRE PROJECT. CHARACTERISTICS INCLUDE:
- EXTENSIVE ADJUSTMENT(S) FOR ONE OR MORE UTILITIES.
 - NUMEROUS CONFLICTS OR COMPLEXITY WITH VARIOUS DESIGN ELEMENTS.
 - INTENTION FOR UTILITY COMPANY TO JOINT BID WITH TXDOT.
 - SHORT DEVELOPMENT SCHEDULE.
 - NEW OR ADDITIONAL R.O.W. REQUIRED FOR THE PROJECT.
 - UPGRADING UTILITY FACILITY.
- LEVEL 2. PROJECTS WITH ROUTINE UTILITY ADJUSTMENTS WHERE THE ANTICIPATED CONFLICTS ARE MINIMAL AND CAN BE EASILY COORDINATED WITH TXDOT AND OTHER UTILITIES. THE COORDINATION WOULD INCLUDE ATTENDANCE AND PARTICIPATION AT LEAST THROUGH THE DESIGN MEETING.
- LEVEL 3. PROJECTS WHERE THERE IS LITTLE OR NO INVOLVEMENT WITH UTILITY ADJUSTMENTS. THE COORDINATION WOULD INCLUDE ATTENDANCE AND PARTICIPATION THROUGH THE PRELIMINARY DESIGN MEETING AND COORDINATION BEYOND THIS COULD BE BY TELEPHONE OR REVIEW OF DESIGN DOCUMENTS.

SAN ANTONIO DISTRICT

TXDOT/UTILITY DESIGN
COORDINATION PROCEDURE

LEVEL 1

(DESIGN COORDINATION)

(CONSTRUCTION COORDINATION)

ACTIVITY VII

VIII

IX

X

XI

FINAL DESIGN/INITIAL
CONSTRUCTION MEETING
PRIOR TO PSE SUBMITTAL
13 TO 4 MONTHS PRIOR
TO LETTING

2 TO 3
MONTHS

PRE-LETTING UTILITY
MEETING AND/OR PRE-BID
CONFERENCE (APPROX. 1
MONTH PRIOR TO LETTING)

APPROVAL
OF
UTILITY
CONTRACTORS

UTILITY MEETING WITH
CONTRACTOR UPON AWARD
OF CONTRACT (OPTIONAL)

PRE-CONSTRUCTION
MEETING

UTILITY COORDINATION
DURING CONSTRUCTION
OF PROJECT

- STATUS OF R.O.W. ACQUISITION
- STATUS OF UTILITY ADJUSTMENTS (NON-JOINT BID)
- DATES FOR OBTAINING R.O.W. AND FOR COMPLETING UTILITY ADJUSTMENTS (EACH UTILITY COMPANY)
- PREPARE SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS"
- SET DATE FOR PRE-LETTING UTILITY MEETING AND/OR PRE-BID CONFERENCE
- ENGINEERING AND INSPECTION PERSONNEL SHOULD ATTEND

- STATUS OF R.O.W. ACQUISITION
- STATUS OF UTILITY ADJUSTMENTS (NON-JOINT BID)
- UPDATES FOR OBTAINING R.O.W. AND FOR COMPLETING UTILITY ADJUSTMENTS (EACH UTILITY COMPANY)
- UPDATE SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS"
- UPDATE CONSTRUCTION TIMELINE AS NECESSARY (BASED ON ABOVE INFORMATION)
- ALL NON-JOINT BID UTILITIES SHOULD ATTEND
- IF PRE-BID CONFERENCE IS REQUIRED, PRE-LETTING UTILITY MEETING WILL BE HELD JUST PRIOR TO CONFERENCE

- UPDATE R.O.W. STATUS
- UPDATE UTILITY STATUS (NON-JOINT BID)
- ESTABLISH START DATE
- ESTABLISH DATE FOR PRE-CONSTRUCTION MEETING
- DISCUSS SCHEDULE OF WORK AND COORDINATION WITH UTILITIES ADJUSTMENTS BY UTILITY COMPANY AND JOINT BID ADJUSTMENTS

- UPDATE R.O.W. STATUS
- UPDATE UTILITY STATUS (NON-JOINT BID)
- DISCUSS SCHEDULE OF WORK
- ESTABLISH DAY, TIME AND FREQUENCY OF PROJECT MEETINGS
- UTILITY COMPANIES DESIGNATE CONSTRUCTION REPRESENTATIVE

- REGULARLY SCHEDULED PROJECT MEETINGS
 - UPDATE R.O.W. STATUS
 - UPDATE UTILITY STATUS
 - UPDATE SCHEDULE
- JOINT BID COORDINATION AS DEFINED BELOW
- NON-JOINT BID COORDINATION AS DEFINED BELOW
- COORDINATION TO RESOLVE UNFORESEEN CONFLICTS
- PARTICIPATE IN FINAL INSPECTION (TxDOT & UTILITY COMPANIES)
- PROJECT COMPLETED AND ACCEPTED

UTILITY COMPANY'S RESPONSIBILITY AND AUTHORITY

JOINT BID ADJUSTMENTS (CONSTRUCTION PHASE ONLY)

- INSPECT AND ACCEPT WORK FOR AGENCY
- REVIEW AND/OR MONITOR ALL REQUIRED PERFORMANCE TESTS
- REVIEW AND APPROVE ALL UTILITY SUBMITTALS (MATERIALS, MATERIALS ON HAND, PROCEDURES, CHANGE ORDER PRICES, ETC.)
- REVIEW PAYMENT QUANTITIES WITH CONTRACTOR PRIOR TO SUBMITTING MONTHLY ESTIMATE
- MEASURE ALL QUANTITIES (IN PLACE) AND REPORT MONTHLY TO TxDOT INSPECTOR OR RECORDKEEPER (PROVIDE LOCATIONS AND CALCULATIONS)
- COORDINATE DESIGN CHANGES WITH TxDOT INSPECTOR AND/OR AREA ENGINEER (MAJOR CHANGES)
- PREPARE REVISED PLANS TO ACCOMMODATE DESIGN CHANGES (MUST BE RE-SEALED)
- ATTEND ALL MEETINGS (PRELIMINARY AND PROJECT)
- REVIEW MONTHLY ESTIMATE TO VERIFY ACCURACY
- PARTICIPATE IN DISPUTE RESOLUTION WITH CONTRACTOR AS RELATED TO JOINT BID ITEMS
- PREPARE AS-BUILTS FOR UTILITY AGENCY RECORD

NON-JOINT BID ADJUSTMENTS (DESIGN AND CONSTRUCTION PHASES)

- SUBMIT REQUEST FOR PERMIT FOR ALL ADJUSTMENTS (EXCLUDING ROUTINE MAINTENANCE)
- SUBMIT REQUEST FOR PERMIT AT LEAST TWO WEEKS PRIOR TO BEGINNING WORK, PROVIDE AT LEAST 48 HOURS NOTICE TO TxDOT PRIOR TO BEGINNING WORK.
- PERFORM ADJUSTMENT OF UTILITY OR EXECUTE CONTRACT FOR ADJUSTMENT.
- PROVIDE INSPECTION OF WORK IF COMPLETED (VERIFY RIGHTS AND OFFSETS).
- COORDINATE SCHEDULE OF WORK WITH TxDOT'S CONTRACTOR IF SEQUENCED INTO CONSTRUCTION PHASE.
- ATTEND ALL MEETINGS
- PARTICIPATE IN DISPUTE RESOLUTION WITH CONTRACTOR AS RELATED TO ADJUSTMENTS DURING CONSTRUCTION PHASE.
- COORDINATE REVISIONS TO PROPOSED ADJUSTMENTS (AS PERMITTED) WITH TxDOT PRIOR TO ALTERATION (NOTIFY OTHER UTILITIES).
- PREPARE AND SUBMIT AS-BUILT DRAWINGS TO TxDOT AFTER UTILITY HAS BEEN ADJUSTED.
- UTILITY REPRESENTATIVE SHOULD RESPOND PROMPTLY TO RESOLVE UNFORESEEN CONFLICTS.

TxDOT'S RESPONSIBILITY AND AUTHORITY

JOINT BID ADJUSTMENTS (CONSTRUCTION PHASE ONLY)

- PROVIDE UTILITY WITH BID TABULATION
- PREPARE MONTHLY ESTIMATE BASED ON UTILITY AGENCY'S PAY REPORTS
- REVIEW CALCULATIONS (PAY REPORTS)
- PROVIDE MONTHLY TxDOT ESTIMATES FOR EACH UTILITY BY 5TH DAY OF MONTH
- PREPARE MATERIAL ON HAND PAYMENTS AS APPROVED BY UTILITY (REQUIRES INVOICES, MATERIAL CERTIFICATIONS & VERIFICATION)
- PREPARE AND PROCESS CHANGE ORDERS AFTER UTILITY AGENCY AGREES TO PRICES SUBMITTED BY THE PRIME CONTRACTOR.
- ATTEND ALL MEETINGS
- INITIATE DISPUTE RESOLUTION WITH INVOLVED PARTIES FOR EARLY RESOLUTION

NON-JOINT BID ADJUSTMENTS (DESIGN AND CONSTRUCTION PHASES)

- REVIEW AND/OR APPROVE PERMIT REQUEST WITHIN ONE WEEK OF SUBMITTAL DATE (PERMIT OFFICE AND AREA OFFICE)
- PROVIDE A UTILITY INSPECTOR TO ENSURE THAT UTILITY IS ADJUSTED IN ACCORDANCE WITH PERMIT UTILITY SECTION - BEXAR AND AREA OFFICE.
- ATTEND ALL MEETINGS
- INITIATE DISPUTE RESOLUTION WITH CONTRACTOR AND UTILITIES AS RELATED TO ADJUSTMENTS DURING CONSTRUCTION PHASE
- COORDINATE WITH AREA OFFICE TO DETERMINE FEASIBILITY OF UTILITY COMPANY'S PROPOSED ALTERATION OF ALIGNMENT AND/OR ELEVATION
- CONTACT UTILITY COMPANY'S REPRESENTATIVE WHEN UNFORESEEN CONFLICTS ARE DISCOVERED

SAN ANTONIO DISTRICT

TxDOT/UTILITY CONSTRUCTION
COORDINATION PROCEDURE

PAGE 2 OF 2

10/75

EXHIBIT D

SURFACE TRANSPORTATION PROGRAM ESCROW WORKSHEET

CONSTRUCTION COST = $C = \underline{\$528,988}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE = \quad L2 = \underline{\$116,377}$

where: Local match = 20% [C] = $M = \underline{\$105,798}$
 Preliminary Engineering = $PE = \underline{\$10,579}$

LOCAL ESCROW AMOUNT

$PE = E1 = \underline{\$10,579}$ (Due prior to full execution of agreement)

$L2 - E1 = E2 = \underline{\$105,798}$ (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, 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 = $C = \underline{\$562,869}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE = \quad L2 = \underline{\$123,831.18}$

where: Local match = 20% [C] = $M = \underline{\$112,573.80}$
Preliminary Engineering = $PE = \underline{\$11,257.38}$

LOCAL ESCROW AMOUNT

$PE = E1 = \underline{\$11,257.38}$ (Due prior to full execution of agreement)
 $L2 - E1 = E2 = \underline{\$112,573.80}$ (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, 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 = $C = \underline{\$292,326}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE = \quad L2 = \underline{\$67,234.98}$

where: Local match = 20% [C] = $M = \underline{\$58,465.20}$
 Preliminary Engineering = $PE = \underline{\$8,769.78}$

LOCAL ESCROW AMOUNT

$PE = E1 = \underline{\$8,769.78}$ (Due prior to full execution of agreement)

$L2 - E1 = E2 = \underline{\$58,465.20}$ (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, 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 3% 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 = $C = \underline{\$72,000}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE = \quad L2 = \underline{\$18,000}$

where: Local match = 20% [C] = $M = \underline{\$14,400}$
Preliminary Engineering = $PE = \underline{\$3,600}$

LOCAL ESCROW AMOUNT

$PE = E1 = \underline{\$3,600}$ (Due prior to full execution of agreement)

$L2 - E1 = E2 = \underline{\$14,400}$ (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, 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 5% 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 = $C = \underline{\$403,711}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =

$M + PE = \underline{L2 = \$92,853.53}$

where: Local match = 20% [C] = $M = \underline{\$80,742.20}$
 Preliminary Engineering = $PE = \underline{\$12,111.33}$

LOCAL ESCROW AMOUNT

$PE = E1 = \underline{\$12,111.33}$ (Due prior to full execution of agreement)

$L2 - E1 = E2 = \underline{\$80,742.20}$ (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, 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 3% 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 = $C = \underline{\$1,448,370}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =

$M + PE = \underline{L2 = \$304,157.70}$

where: Local match = 20% [C] = $M = \underline{\$289,674}$
 Preliminary Engineering = $PE = \underline{\$14,483.70}$

LOCAL ESCROW AMOUNT

$PE = E1 = \underline{\$14,483.70}$ (Due prior to full execution of agreement)

$L2 - E1 = E2 = \underline{\$289,674}$ (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, 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 = $C = \underline{\$3,057,279}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE = \underline{\$642,028.59}$

where: Local match = 20% [C] = $M = \underline{\$611,455.80}$
Preliminary Engineering = $PE = \underline{\$30,572.79}$

LOCAL ESCROW AMOUNT

$PE = E1 = \underline{\$30,572.79}$ (Due prior to full execution of agreement)

$L2 - E1 = E2 = \underline{\$611,455.80}$ (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, 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 = $C = \underline{\$320,172}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE = \quad L2 = \underline{\$73,639.56}$

where: Local match = 20% [C] = $M = \underline{\$64,034.40}$
Preliminary Engineering = $PE = \underline{\$9,605.16}$

LOCAL ESCROW AMOUNT

$PE = E1 = \underline{\$9,605.16}$ (Due prior to full execution of agreement)
 $L2 - E1 = E2 = \underline{\$64,034.40}$ (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, 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 3% 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 =

 $C = \underline{\$2,767,239}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =

 $M + PE =$ $L2 = \underline{\$581,120.19}$

where:

Local match = 20% [C]

 $= M = \underline{\$553,447.80}$

Preliminary Engineering

 $= PE = \underline{\$27,672.39}$

LOCAL ESCROW AMOUNT

 $PE = E1 = \underline{\$27,672.39}$ (Due prior to full execution of agreement) $L2 - E1 = E2 = \underline{\$553,447.80}$ (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, 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 = $C =$ \$192,931

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$48,232.75

where: Local match = 20% [C] = $M =$ \$38,586.20
 Preliminary Engineering = $PE =$ \$9,646.55

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$9,646.55 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$38,586.20 (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, 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 5% 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 = $C = \underline{\$1,889,688}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE = \quad L2 = \underline{\$396,834.48}$

where: Local match = 20% [C] = $M = \underline{\$377,937.60}$
Preliminary Engineering = $PE = \underline{\$18,896.88}$

LOCAL ESCROW AMOUNT

$PE = E1 = \underline{\$18,896.88}$ (Due prior to full execution of agreement)
 $L2 - E1 = E2 = \underline{\$377,937.60}$ (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 = $C = \underline{\$3,717,048}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE = \quad L2 = \underline{\$780,580.08}$

where: Local match = 20% [C] = $M = \underline{\$743,409.60}$
 Preliminary Engineering = $PE = \underline{\$37,170.48}$

LOCAL ESCROW AMOUNT

$PE = E1 = \underline{\$37,170.48}$ (Due prior to full execution of agreement)
 $L2 - E1 = E2 = \underline{\$743,409.60}$ (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 = $C =$ \$1,546,329

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ L2 = \$324,729.09

where: Local match = 20% [C] = $M =$ \$309,265.80
Preliminary Engineering = $PE =$ \$15,463.29

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$15,463.29 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$309,265.80 (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, 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 = $C = \underline{\$239,181}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE = \quad L2 = \underline{\$59,795}$

where: Local match = 20% [C] = $M = \underline{\$47,836}$
Preliminary Engineering = $PE = \underline{\$11,959}$

LOCAL ESCROW AMOUNT

$PE = E1 = \underline{\$11,959}$ (Due prior to full execution of agreement)
 $L2 - E1 = E2 = \underline{\$47,836}$ (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, 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 .5% 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 = $C =$ \$1,754,880

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE =$ $L2 =$ \$368,524.80

where: Local match = 20% [C] = $M =$ \$350,976
Preliminary Engineering = $PE =$ \$17,548.80

LOCAL ESCROW AMOUNT

$PE = E1 =$ \$17,548.80 (Due prior to full execution of agreement)
 $L2 - E1 = E2 =$ \$350,976 (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, 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 = $C = \underline{\$288,081}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE = \quad L2 = \underline{\$66,258.63}$

where: Local match = 20% [C] = M = \$57,616.20
 Preliminary Engineering = PE = \$8,642.43

LOCAL ESCROW AMOUNT

$PE = E1 = \underline{\$8,642.43}$ (Due prior to full execution of agreement)

$L2 - E1 = E2 = \underline{\$57,616.20}$ (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, 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 .3% 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 = $C = \underline{\$1,643,905}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE = \quad L2 = \underline{\$345,220.05}$

where: Local match = 20% [C] = $M = \underline{\$328,781}$
Preliminary Engineering = $PE = \underline{\$16,439.05}$

LOCAL ESCROW AMOUNT

$PE = E1 = \underline{\$16,439.05}$ (Due prior to full execution of agreement)
 $L2 - E1 = E2 = \underline{\$328,781}$ (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, 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 = $C = \underline{\$3,123,684}$

NON-FEDERAL FUNDING SHARE OF PROJECT COSTS =
 $M + PE = \underline{\$655,973.64}$

where: Local match = 20% [C] = $M = \underline{\$624,736.80}$
 Preliminary Engineering = $PE = \underline{\$31,236.84}$

LOCAL ESCROW AMOUNT

$PE = E1 = \underline{\$31,236.84}$ (Due prior to full execution of agreement)
 $L2 - E1 = E2 = \underline{\$624,736.80}$ (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, 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.

County: Bexar
 CSJ: 0915-12-361 Ingram Road (Callaghan to Benrus)
 CSJ: 0915-12-368 (US 281 to Warfield)

ADVANCE FUNDING AGREEMENT AMENDMENT #2

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. 91434 dated March 16, 2000; and

WHEREAS, the State and the City executed the Project Agreement ("Agreement") on May 9, 2000 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 0915-12-361 INGRAM ROAD from Callaghan to Benrus
 CSJ 0915-12-368 NAKOMA from US 281 to Warfield; 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:

A G R E E M E N T

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 0915-12-361 & 368), 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 0915-12-361 INGRAM ROAD from Callaghan to Benrus
CSJ 0915-12-368 NAKOMA from US 281 to Warfield**

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