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VS 02-16-99
Item # 12



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4697

February 16, 1999

MEMORANDUM

TO *Members* of the Commissioners' Court

THROUGH *For* Joseph P Gieselman, Executive Manager

FROM *SM* Steve Manilla, P E, Division Director, Planning & Engineering

SUBJECT Approval of Agreement with Texas Department of Transportation For Urban Streets Program Project (Southwest Parkway Reconstruction)

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Proposed Motion:

Approve TXDOT Urban Streets Program Project Agreement for Southwest Parkway reconstruction

Summary and Staff Recommendation:

On May 5, the Court approved submission of the 1998-2000 Urban Streets Program candidate project request list to the Austin Transportation Study. On July 13, the ATS Policy Advisory Committee approved funding for the reconstruction, installation of subsurface drainage, and restoration of 5 mile of Southwest Parkway on both sides of Travis Cook Road. TNR staff recommends approval of the Agreement.

Budgetary and Fiscal Impact:

The total project cost is \$500,000. The Texas Department of Transportation will reimburse 80%, or \$400,000 for the project, and the county will design the project, manage the construction, and provide 20% local match, or \$100,000 for the remainder. At its FY99 Budget Hearings, the Court approved certificates of obligation remaining from the 1997 issuance to be used to match the TXDOT grant.

00422 0121

Issues and Opportunities:

After the construction of Southwest Parkway in 1991, subsurface waters from a migrating stream were found to be causing sections of the roadway to fail prematurely. The TXDOT Urban Street Program is a funding source, which provides the opportunity to resolve this problem.

The City of Austin gained approval in November for bonds to reconstruct portions of Southwest Parkway within the corporate limits. TNR will coordinate its reconstruction project with the City so as to minimize the disruption to traffic and to possibly lower the cost of construction through a joint bid.

Background:

The Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 significantly restructured the availability of funds for transportation projects. The Transportation Equity Act of the 21st Century (TEA21) was passed by Congress and signed by the President on June 9, 1998. TEA21 carries forward many of the programs established in ISTEA. It specifies the systems on which certain funds can be used, expands the kinds of activities for which funds can be used, and continues the role of the Metropolitan Planning Organizations (MPO) in the planning and programming of projects.

TEA21 requires each designated MPO to develop a Transportation Improvement Program (TIP), and the State to develop a Statewide Transportation Improvement Program (STIP) as a condition to securing federal funds for transportation projects. The 1999 Unified Transportation Program (UTP) is the first UTP developed under the TEA21 authorization bill.

The Urban Street Program is one of the funding categories (Category 13D) authorized by the State's Unified Transportation Program. Approximately \$890,000 is available annually. This category provides for the reconstruction and restoration of streets in urbanized areas with populations of 50,000 or more. Streets must be classified as collectors or higher within the urbanized area as defined by the U.S. Census (the only other county street which qualified and was submitted was Sprinkle Road, but it was not approved by ATS). TXDOT will pay 80% of grading, base, pavement, cross drainage, pavement markings, guard fence and other safety features. The county pays 20% of the above items.

This request seeks Court approval of the TXDOT agreement.

Required Authorizations:

John Hille, County Attorney's Office
Jessica Rio, Planning and Budget Office

00422 0122

Exhibits:

Agreement: Urban Street Program Project (CSJ #0914-04-126)

JPG.SM:lc

4104 Road and Secondary Drainage—Grants Program—Urban Streets

cc Gordon Bowman, County Attorney's Office
Donna Williams, Financial Services
Susan Spataro, County Auditor
Ruben Cantu, Program Manager, Engineering

00422 0123



Texas Department of Transportation

PO DRAWER 15426 • AUSTIN TEXAS 78761-5426 • (512) 832 7000

January 27, 1999

CSJ 0914-04-126
Travis County
SH 71 to E of Travis Cook Road
(Southwest Parkway)

Mr Leroy Click
Travis County
P O Box 1748
Austin, Texas 78767-1748

Dear Mr Click

Enclosed are two (2) revised original counterparts of an agreement, for the above referenced project. Please execute both original counterparts and return them to this office with a check made payable to the Texas Department of Transportation in the amount of \$2,000.00. After the final signature has been obtained, an original counterpart will be returned for your files.

If you have any additional questions, please feel free to contact me at 832-7154.

Sincerely,

Patsy K. Warren
Engineering Specialist

Enclosures

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VS 02-16-99
Item # 12

COUNTY Travis
CSJ 0914-04-126
SH 71 to E of Travis Cook Road

**AGREEMENT
URBAN STREET PROGRAM PROJECT**

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and Travis County, a political subdivision, acting by and through its Commissioner's Court, hereinafter called the Outside Entity

WITNESSETH

WHEREAS, the State and the Outside Entity are statutorily authorized under Section 222 052, Texas Transportation Code, to enter into this agreement for the purpose defined herein

WHEREAS, Transportation Code §201 et seq and Transportation Code §221 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System, and,

WHEREAS, Commission Minute Order Number 105322 authorizes the State to undertake and complete improvements to Southwest Parkway, from SH 71 to East of Travis Cook Road, hereinafter called the Project, and,

WHEREAS, the Outside Entity has requested that the State allow the Outside Entity to participate in said improvements by funding the required 20% local match for the Project, and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State, and,

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Outside Entity agree as follows

COUNTY Travis
CSJ 0914-04-126
SH 71 to E of Travis Cook Road

ARTICLE 1. TIME PERIOD COVERED

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Outside Entity consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated as hereinafter provided. State funds will remain active for two (2) years from final execution of this agreement.

AGREEMENT

ARTICLE 2. PROJECT FUNDING

The State will authorize construction of only those Project items of work which the Outside Entity has requested and has agreed to participate in by providing 20% of the required funds. The approved State amount, described in Attachment A, will be reimbursed to the Outside Entity, as work occurs, at 80% of the allowable costs, up to the authorized amount.

ARTICLE 3. TERMINATION

This agreement may be terminated before the Project is completed by

- ◆ mutual written agreement and consent of both parties
- ◆ or, by either party upon the failure of the other party to fulfill the obligations set forth herein
- ◆ or, by the State if it determines that completion of the Project is not in the best interest of the State

If the agreement is terminated in accordance with the above provisions, the Outside Entity will be responsible for the payment of all Project costs incurred by the State on behalf of the Outside Entity up to the time of termination. All remaining funds due the Outside Entity will be returned to said party, up to the time of termination.

COUNTY Travis
CSJ 0914-04-126
SH 71 to E of Travis Cook Road

ARTICLE 4. RIGHT OF ACCESS

If the Outside Entity is the owner of any part of the Project site, the Outside Entity shall permit the State or its authorized representative access to the site to perform any activities required to execute the work. The Outside Entity will provide for all necessary right of way and utility adjustments needed for performance of the work regardless of ownership. Any authorized representative of the State who wish to access the site are required to do so in a manner so as to not disrupt the work. The State representative will not direct the Contractor's activities, but will report any concerns to the Outside Entity's Owner's Representative assigned to the Project.

ARTICLE 5. RESPONSIBILITIES OF THE PARTIES

The Outside Entity acknowledges that it is not an agent, servant, or employee of the State, and, to the extent allowed by Texas law it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

ARTICLE 6. SOLE AGREEMENT

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Outside Entity and the State, the latest agreement shall take precedence over the other agreements.

ARTICLE 7. SUCCESSORS AND ASSIGNS

The State and the Outside Entity each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

ARTICLE 8. AMENDMENTS

By mutual written consent of the parties, the scope of work and payment provisions of this contract may be amended prior to the expiration of this contract.

COUNTY Travis
CSJ 0914-04-126
SH 71 to E of Travis Cook Road

ARTICLE 9. INTEREST

The State will not pay interest on funds provided by the Outside Entity? Funds provided by the Outside Entity will be deposited into, and retained in, the State Treasury.

ARTICLE 10. INSPECTION AND CONDUCT OF WORK

Unless otherwise specifically stated in Attachment A, to this Agreement, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. Unless otherwise specifically stated in Attachment A, all correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this Agreement, all work will be performed in accordance with the "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" adopted by the State and incorporated herein by reference, or special specifications approved by the State.

COUNTY Travis
CSJ 0914-04-126
SH 71 to E of Travis Cook Road


ARTICLE 11. SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, THE STATE AND THE OUTSIDE ENTITY have executed duplicate counterparts to effectuate this agreement

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  Date 3-26-99
Lawrence J. Zatopek
Director, General Services Division

THE OUTSIDE ENTITY

Travis County

By  Date 2-16-99

Typed or Printed Name and Title _____

Attest _____

Title _____

For the purpose of this agreement, the address of record for each party shall be as shown on the following page

00422 0129

COUNTY Travis
CSJ 0914-04-126
SH 71 to E of Travis Cook Road

For the Outside Entity

Executive Manager
Transportation and Natural Resources
Travis County
P O Box 1748
Austin, Texas 78767

The Texas Department of Transportation

Mr William C Garbade, P E
Texas Department of Transportation
Austin District
P O Drawer 15426
Austin, Texas 78761-5426

COUNTY Travis
CSJ 0914-04-126
SH 71 to E of Travis Cook Road

ATTACHMENT A

**Work Responsibilities
and
Payment Provisions**

1. Right of Way

If right of way is required, the Outside Entity shall prepare the right of way maps, property descriptions and other data as needed to properly describe the right of way which the Outside Entity is to acquire and provide for the Project. The right of way maps and property descriptions shall be submitted to the State for approval prior to the Outside Entity acquiring the necessary right of way. Tracings of the maps shall be retained by the Outside Entity for its permanent records.

2. Utility Adjustments/Relocations

If the proposed construction requires the adjustment, removal or relocation of such utility facilities, the Outside Entity and/or its consultant will establish the necessary utility work and notify the appropriate utility company to design and schedule their adjustments. The Outside Entity shall be responsible for all costs associated with the adjustment not assumed by the utility company. Removal or relocation of such utility facilities 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 Outside Entity will be responsible for all costs associated with the additional utility work within its jurisdiction.

COUNTY Travis
CSJ 0914-04-126
SH 71 to E of Travis Cook Road

3. Environmental

- A To the extent required to complete the Project, the Outside Entity will be responsible for the mitigation of any environmental problems associated with the development and construction of the Project. The Outside Entity shall provide to the State written certification from the appropriate regulatory agency(s) that any environmental problems have been remedied. The Outside Entity shall not advertise for bids until all environmental problems have been remediated.
- B All costs associated with the remediation of the environmental problems, caused by the negligence or willful conduct of the Outside Entity and/or the property owners, shall to the extent allowed by Texas law, be the responsibility of the Outside Entity and/or property owners, respectively, and not the State of Texas.
- C The Outside Entity will prepare or cause to be prepared the appropriate environmental documentation for the Project with coordination through Mr. Mike Walker (512/832-7168), Advance Planning Section, Austin District Office at TxDOT.

4. Certification

The Outside Entity shall provide to the State forty-five (45) days prior to any construction contract let date, a certification that all right of way has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted to clear the proposed construction, if applicable.

5. Engineering Services

- A The Outside Entity will prepare or cause to be prepared the engineering plans, specifications, and estimates (P S & E) necessary for the development of the Project.
- B The P S & E shall be developed in accordance with the Highway Design Division Highways and Procedures Manual and the 1993 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Manual and all applicable special provisions and specifications.

COUNTY Travis
CSJ 0914-04-126
SH 71 to E of Travis Cook Road

- C The Outside Entity shall submit the completed P S & E to the State for review and approval three months prior to the Outside Entity's anticipated Bid Opening. Should the State determine that reasonable and necessary revisions are required to the P S & E, the Outside Entity shall make the necessary revisions.

6. Construction Responsibilities

- A If the P S & E is approved, a Letter of Authority will be issued initiating the construction phase of the Project. Upon receipt of the Letter of Authority, the Outside Entity may advertise for construction bids, issue bid proposals, receive and tabulate bids and award/reject a contract for construction of the Project, in accordance with previously approved procedures. Actual construction shall be performed by contract awarded by competitive bidding. Upon determining the low bidder, the Outside Entity shall transmit all bidding documents, including a letter of recommendation to award/rejection of the apparent low bid, to the State. The State will review the bidding documents and recommend concurrence or non-concurrence of the Project. Field changes, supplemental agreements or additional work orders which may become necessary during the construction of the Project, shall be subject to approval by the State and the Outside Entity before any such work is performed.
- B The Outside Entity shall 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 P S & E. The State shall maintain oversight responsibilities, as needed to verify compliance with federal and state requirements.

7. Maintenance Responsibilities

Upon completion of the Project, the Outside Entity shall assume responsibility for the maintenance of the completed facilities within its jurisdiction.

8. Applicable Laws and Regulations

The Outside Entity or its consultant shall be responsible for complying with all applicable laws and regulations in the development and construction of the Project.

COUNTY Travis
CSJ 0914-04-126
SH 71 to E of Travis Cook Road

Payment Provisions

Project Description	Scope of Services	State Funds	Minimum Outside Entity Match	Estimated Total Project Cost
Southwest Parkway SH 71 to 500' E of Travis Cook Road	Rehabilitate 5 miles of Pavement and design subsurface drainage	\$400,000.00	\$100,000.00	\$500,000.00

The Outside Entity's cost for their portion of the work is estimated at \$102,000.00. This total includes an estimated \$2,000.00, for the State's administrative, design review and coordination costs incurred towards the Project. No indirect costs will be applied to the Project.

The Outside Entity shall transmit two (2) executed original counterparts of the agreement and a check in the amount of \$2,000.00 to the Texas Department of Transportation, P O Drawer 15426, Austin, Texas 78761-5426.

The State will be responsible for securing the State funds and providing reimbursement to the Outside Entity, within thirty (30) days from approval of the billing request. Project costs will be reimbursed as work occurs, at 80% of the allowable costs, up to the approved amount.

In the event it is determined that the funding, provided by the Outside Entity, is insufficient to cover the State's administrative costs, the Outside Entity will be notified, with payment being due thirty (30) days from notification.

An audit will be conducted when the Project is completed. All funds collected from the Outside Entity, and remaining in the Project, will be promptly returned to the Outside Entity.