



MEMORANDUM

TO: Barbara Vinton
Finance Division

DATE: June 28, 2005

FROM: Ron Bailey
Austin District

SUBJECT: Advanced Funding Agreement,
CSJ: 0914-33-036, Etc.
Project No: 0914-33-036, Etc.

Please find attached a copy of the fully executed Advanced Funding Agreement for the above Project. Also attached is an email within which this copy was requested by your office.

The funding for the above Project is contained within two CSJ's. They are 0914-33-036 for all On-system work and 0914-33-037 for all off-system work. The attached Agreement contains an estimate for work to be performed within each.

Our office worked with the Contract Services Section, OGC, in creating and executing this agreement. Therefore, I will be happy to try to answer any questions you may have. I can be contacted either by phone at 832-7156 or by email at rbailey@dot.state.tx.us.

Ron Bailey

cc: Pat Crews-Weight, P.E. District Design

From: Pat Crews-Weight
To: Ron Bailey
Date: 6/28/2005 4:36:43 PM
Subject: Fwd: July Letting

Please send a copy of your agreement for Hays County 0914-33-037 to Barbara Vinton of FIN. Thanks.

>>> Barbara Vinton 6/28/2005 4:28 PM >>>

Hello Pat,

Could you please have someone in your office send the AFAs for the projects below?

CSJ 0114-04-048
Project No. NH 2005(660)

CSJ 0914-33-037
Project No. CC 917-33-37

We appreciate any help your staff can give us on this matter.

Barbara Vinton
Accounting Management
Finance Division
150 E. Riverside Drive
Austin, TX 78704
Office: (512) 486-5398
Fax: (512) 486-5390
E-mail: bvinton@dot.state.tx.us



MEMORANDUM

TO: Pat Crews-Weight, P.E.
District Design

FROM: Ron Bailey
Transportation Operations Office

SUBJECT: San Marcos Agreement,
San Marcos Signal Upgrade Project

DATE: May 23, 2005

CSJ: 0914-33-036, Etc.
Roadway: Various
County: Hays

Please find attached a copy of the fully executed agreement, with City Resolution, as entered into between TxDOT and the City of San Marcos on May 20, 2005. One original set of documents were retained by the Contract Services Section, with the second original set of documents being provided to the City of San Marcos.

This agreement requires the City to provide funds to reimburse the State for those costs associated with the construction of the City's portion of this project. Therefore, on May 19, the City presented a check to TxDOT for the amount of \$1,114,649.46. This check was handed over to your office on Friday, May 20, 2005, so that it would be deposited into the two CSJ's found within this project.

During the construction phase of this project, forty-five (45) traffic signals will be upgraded into an interconnected traffic control system. Of these forty-five (45) traffic signals, five (5) are located off-system and belong to the City of San Marcos. Per this agreement, maintenance and operational control of the forty (40) TxDOT traffic signals will be turned over to the City of San Marcos once construction has been completed.

This Project is currently set up for a July letting. Our office will be charged with overseeing and inspecting the day to day activities of this project. It has been set up with a five calendar day format. Thus, work is anticipated to last approximately eighteen (18) months, with work beginning around the later part of September.

Ms. Pat Crews-Weight, P.E.

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May 23, 2005

If you, or any of the other recipients of this memo, have any questions regarding this agreement or the Traffic Signal Upgrade project itself, please contact me either by phone (832-7156) or by GroupWise. I will be happy to respond to any questions that you may have.

Thank you!
Row Dailor

CC: Terri Wilhelm, Office of the District Engineer
James Bartsch, District Accounting
Danny Stabeno, District Construction
Lowell Choate, District Maintenance
Chris Hatla, Planning and Development
Robert Guydosh, P.E., District Traffic Signal Shop
Don Nyland, P.E., South Travis Area Office
Jody Shaw, Transportation Planning and Programming Division



MEMORANDUM

May 23, 2005

TO: Ron Bailey
Transportation Operations Office
Austin District

FROM: Melissa Saucedo
Office of General Counsel - Contract Services Section

SUBJECT: Local Transportation Project Advance Funding Agreement
CSS05 1203 – CSJ – 0914-33-036

Attached is:

- One fully executed original ~~or amendment~~ contract.
- Fully executed copy of original or amendment contract(s) []
- Other:

Please keep a copy of the fully executed counterpart in your district/division file of record. Return at least one original counterpart to each of the outside entities.

If you have any questions, please contact Melissa Saucedo at (512) 936-1976.

Thank You

STATE OF TEXAS §
COUNTY OF TRAVIS §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT
FOR THE UPGRADING OF TRAFFIC SIGNALS
WITHIN A MUNICIPALITY**

THIS Local Project Advance Funding Agreement (LPAFA) 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 Marcos, Hays County, acting by and through its duly authorized officials, hereinafter called the "City."

WITNESSETH

WHEREAS, a Master Advance Funding Agreement (MAFA) between the City and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Governing Body of the City has approved entering into this LPAFA by Resolution or Ordinance - Attachment A, which is attached hereto and made a part hereof, for development of the specific project (the Project) the project funding of which is identified in the Project Budget Estimate and Source of Funds - Attachment B which is attached hereto and made a part hereof; and,

WHEREAS, the Texas Transportation Commission passed Minute Order 108812 that provides for the development of, and funding for, the Project described herein.

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:

AGREEMENT

1. The period of this LPAFA is as stated in the MAFA, without exception.
2. Prior to the completion of construction and the assumption of maintenance and operations by the City of the traffic signals and traffic signal control system installed within this project, termination of this LPAFA shall be under the conditions as stated in the MAFA. Upon assumption of said maintenance and operations by the City, this agreement may be terminated by one of the following conditions:
 - ◆ By mutual agreement and consent of both parties.
 - ◆ By the State, upon thirty (30) days written notice to the City for failure of the City to provided adequate maintenance and operation services for those traffic signals which the City has agreed to maintain and operate.
 - ◆ By the State, upon sixty (60) days written notice to the City that the State will assume operation and maintenance at the end of the one (1) year period upon completion of the Project.
 - ◆ By the City, upon one hundred twenty (120) days written notice to the State.

In the event this Agreement is terminated by any of the above conditions, the maintenance and operation of the traffic signals and traffic signal control system shall become the responsibility of the State. Any State owned equipment being held by the City shall be promptly returned within 30 days to the State upon termination of the Agreement.

3. Amendments to this LPAFA shall be made as described in the MAFA, without exception.

4. Scope of Work

The scope of work for this LPAFA is described as the upgrading of forty-five (45) independently operating traffic signals and interconnecting them into a single, fully integrated traffic control system. Upon completion of construction, the City will assume maintenance and operational control over the traffic signals and the traffic control system installed within this Project.

- a. Intersection Locations: **(1)** All State-approved on-system intersections in the Project are identified in Attachments "C" and "D" - On State Highway System Intersections, which are attached hereto and made a part hereof; **(2)** All State-approved off-system intersections in the Project are identified in Attachment "E" - Off State Highway System Intersections, which is attached hereto and made a part hereof.
- b. Construction and Maintenance responsibilities for both the State and the City are delineated within this LPAFA.
- c. Directives in regards to reimbursement for tasks performed by the State and the City are delineated within this LPAFA.

5. Right of Way and Real Property shall be the responsibility of the City, as stated in the MAFA, without exception.

6. Adjustment of utilities will be provided by the City, as required and as stated in the MAFA without exception.

7. Environmental Assessment and Mitigation will be carried out as stated in the MAFA, without exception.

8. Compliance with Texas Accessibility Standards and ADA will be as stated in the MAFA, without exception.

9. Architectural and Engineering Services will be provided by the State, as stated in the MAFA, without exception. The State is responsible for performance of any required architectural or preliminary engineering work. The City may review and comment on the work, as required to accomplish the public purposes of the City. The State will cooperate with the City in accomplishing these local public purposes to the degree permitted by State and Federal law.

10. Construction Responsibilities

- a. The construction of the modification of the traffic signals will be performed under State Project 0914-33-036, Etc.

- b. The State shall supervise and inspect all work performed by the Contractor and provide the necessary engineering, inspection, and testing services required to ensure that the construction of the project is accomplished in accordance with the approved plans, specifications, and estimates (PS&E).
 - c. For those traffic signals off of the State Highway System, as indicated on Exhibit E, the City shall be responsible for providing an inspector who shall provide supervised access to the City's traffic signal controllers and perform any needed modifications to bring the signal back up to full and normal operation.
 - d. During construction, the State will retain the responsibility of maintaining and operating those signals indicated on Exhibits C and D. The City will retain the responsibility of maintaining and operating those traffic signals located off of the State Highway System, as indicated on Exhibit E.
 - e. The City will make provisions for the State and Contractor personnel to have supervised access to City facilities into which traffic signal components are installed so that installation, inspection, and maintenance of said work/equipment may be accomplished.
11. Maintenance Responsibilities
- a. Upon completion of the project, the City will provide trained staff to take over the maintenance and operations of those traffic signals upgraded within this Project, as well as the integrated traffic control system created by this Project. All repairs should be prioritized based upon public safety and made as soon as possible.
 - b. The City shall be the responsible authority to make changes in the design and operation of the highway traffic signal(s) as it may deem necessary and advisable to promote the safe, convenient, and orderly movement of traffic.
 - c. Those traffic signals, indicated in Attachment C, will be maintained on a reimbursed basis at a flat rate shown on Attachment C for parts and labor. Attachment C also indicates the means by which the City may request reimbursement for maintenance of these signals.
 - d. Those traffic signals indicated on Attachments D and E will be maintained on a non-reimbursed basis.
 - e. The State will provide assistance with maintenance of the traffic signals indicated in Attachments C and D for a period of six (6) months upon completion of the Project. Such assistance will consist of technical advice, parts, and labor with the goal of getting the City forces to a state of being able to perform said maintenance apart from State assistance. The City will not be responsible for reimbursing the State for those costs associated with the State performing such assistance. During this six (6) month time period, the City will make provisions for providing supervised access of needed City facilities by State personnel so that the required assistance may be provided. It should be noted that such access may be needed during those hours that the facility is not normally operated.
 - f. The City shall maintain and operate the traffic signals in accordance with the minimum requirements specified in Attachment G. The City shall maintain at least one log of all emergency calls and all routine maintenance. Routine maintenance will be performed by the City, as specified in Attachment G.
 - g. The City shall not sublet or transfer any portion of the work under this Agreement, unless specifically approved in writing by the State. All subcontracts shall include the provisions required within this Agreement and shall be approved in writing by the State.

- h. The State shall be responsible for those power costs associated with those signals indicated on Attachment C. The City shall be responsible for those power costs associated with those traffic signals indicated on Attachments D and E.
- i. Knockdowns or damage resulting from an accident or an act of God and which require emergency replacement of major equipment shall not be included in the (monthly/quarterly/annual) payments. For eligibility of payment for emergency replacement of major equipment, the actual cost shall be submitted to the State for review and determination of reimbursement eligibility.
- j. The State will continue to own the traffic signal equipment at those traffic signals indicated on Attachments C and D. If any traffic signal equipment needs to be upgraded or otherwise modified by the State, the State shall give notice of such actions to the City in a timely fashion so as not to unnecessarily disrupt the operations and maintenance activities of the City.
- k. All costs of reconstruction or upgrading of equipment under Article 11(j) above will be paid for by the State. Any other upgrades or modifications performed by the City shall not be reimbursed, unless such reimbursement is approved by the State prior to the upgrades or modifications being performed.
- l. The addition and deletion of traffic signals shall be made by mutual written amendment executed by both the City and the State
- m. If additional signals are added on the State Highway System and are not to become a part of the integrated traffic control system created by this Project, the State shall construct such equipment. All costs associated with the installation of these signals shall be paid for by the State.
- n. If additional signals are added on the State Highway System and are to become a part of the integrated traffic control system created by this Project, the State shall construct such equipment with these additional traffic signals added to this Agreement by a written amendment. The costs associated with the installation of these traffic signals shall be paid for by the State, with the exception of those costs for the signal components necessary to interconnect the signal with the integrated traffic control system created by this Project. These additional costs shall be paid for by the City.
- o. If additional signals are added off of the State Highway System, but within the City, and are to become a part of this same integrated traffic control system created by this Project, the City will be responsible for the construction of such equipment with these signals added to the Agreement by amendment. Costs associated with the installation of these additional signals shall be paid for by the City.
- p. Unless otherwise directed by the State, the City will return any and all parts of said highway traffic signal installations indicated on Attachments C and D to the State should these parts be removed by the City for any reason other than for installation on a State or Federal numbered highway route at a location approved by the State.

12. Local Project Sources and Uses of Funds

- a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment F.
- b. A Source of Funds estimate is also provided in Attachment B. Attachment B shows the dollar amount to be contributed to the Project by federal, state, and local sources.
- c. The City is responsible for all non-federal and non-state funding, including all project cost overruns relative to the percentages listed within Attachment B, unless provided for through amendment of this agreement.