



# Texas Department of Transportation

125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | [WWW.TXDOT.GOV](http://WWW.TXDOT.GOV)

September 15, 2015

Bexar County - DOT No. 764 292J  
CSJ 0915-12-507  
Project STP 2012(401)FRS  
Hoefgen Street in San Antonio

Mr. Joe Garcia, Manager, Industry and Public Projects  
Union Pacific Railroad Company  
1711 Quintana Rd  
San Antonio, Texas 78224 - 0730

Dear Mr. Garcia:

In conjunction with the Federal Signal Program's upgrade of the highway-railroad warning system at Hoefgen Street, the city of San Antonio has agreed to permanently close this grade crossing. Attached are three original counterpart agreements and a reference copy of the proposed agreement for this work. The city of San Antonio has passed the necessary resolution for closure of this crossing, which is marked Exhibit B and attached to the agreement.

Please have the three original copies approved by your company and returned to this office so that we may execute on behalf of the State and distribute back to yourself and the city of San Antonio.

Your cooperation in this matter is appreciated. If you have any questions, please contact Christine Cano at telephone number (512) 416-2672 or me at (512) 416-2635.

Sincerely,

Robert Travis, P.E., Branch Manager,  
Rail-Highway Safety, Rail Safety Section  
Traffic Operations Division

#### Attachments

cc: Doug Woods, Union Pacific Railroad Company – Copy of agreement attached.  
Bianca Thorpe, city of San Antonio – Copy of agreement attached.  
Jeanne Tarrants, San Antonio District Office – Copy of agreement attached.

OUR GOALS  
MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE  
AGENCY

An Equal Opportunity Employer

CFCA #20.205  
Federal Highway Administration (FHWA)  
Not Research and Development

Bexar County  
CSJ 0915-12-507  
Project STP 2012(401)FRS  
Railroad Crossing Consolidation  
At Hoefgen Street in San Antonio, Texas  
DOT No. 764 292J

UPRR Folder No. \_\_\_\_\_

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

**TEXAS DEPARTMENT OF TRANSPORTATION  
HIGHWAY-RAILROAD GRADE CROSSING CONSOLIDATION AND CLOSURE  
AGREEMENT  
FOR FEDERAL AID PROJECTS**

**THIS AGREEMENT**, made and entered into on the date hereinafter shown as being fully executed, by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," the City of San Antonio, hereinafter called the "Local Government," and the Union Pacific Railroad Company, hereinafter called the "Railroad."

**W I T N E S S E T H**

**WHEREAS**, pursuant to the Highway Safety Act of 1973, the State is charged with the responsibility of prioritizing grade crossing safety improvements for public highway-railroad grade crossings in the State of Texas using federal funds, and

**WHEREAS**, Chapter 471 of the Texas Transportation Code invests the State with certain powers and duties relating to highway-railroad grade crossings and other matters relating to railroads and their operations, and

**WHEREAS**, in the interest of public safety, the State, the Local Government, and the Railroad propose to consolidate and close existing redundant, non-essential highway-railroad grade crossings, and make other operational or safety improvements to facilitate the elimination of safety hazards at highway-railroad grade crossings at selected locations as identified on the attached **Exhibit A**, attached hereto and made a part hereof, and

**WHEREAS**, the Local Government has adopted a Railroad Grade Crossing Consolidation Ordinance, identified as **Exhibit B**, attached hereto and made a part hereof, mandating the closure of the crossing and removal of crossing surfaces and approaches, and

**WHEREAS**, the State and the Railroad shall make funding available to the Local Government for closing the aforementioned crossing, provided the Local Government uses the funds to make improvements as identified on the attached State's "Summary of Project" identified as **Exhibit C**, attached hereto and made a part hereof and the Local Government's Cost Estimate identified as **Exhibit D**, attached hereto and made a part hereof, and

**NOW, THEREFORE**, in consideration of the premises and the mutual undertakings as herein set forth, the parties hereto agree as follows:

## **A G R E E M E N T**

### **Article 1. Scope of Work.**

a. The State, the Local Government, and the Railroad agree to the permanent closure of existing railroad grade crossing(s), and to make other operational or safety improvements to facilitate the closure of said existing railroad grade crossing(s), as detailed in **Exhibit A**.

b. The Railroad shall remove the crossing warning devices and crossing surface and reestablish the ditch line at the crossing (DOT No. 764 292J; Hoefgen Street), as detailed in **Exhibit A**.

### **Article 2. Performance of Work.**

a. The State, the Local Government, and the Railroad agree to perform the work as shown in **Exhibit A**. The Railroad is solely responsible for removal of the existing crossing surface and warning devices on Railroad right of way and making any changes or alterations in the track, wire lines, drainage, or other Railroad owned facilities located in the crossing right of way and as shown in **Exhibit A**.

b. The Local Government shall make the necessary arrangements for the closing of the crossing(s) shown in **Exhibit A and/or Exhibit B**. The State shall make funding available to the Local Government, provided the Local Government uses these funds to make improvements which may include, but not limited to, (1) removing the existing pavement at the crossing(s); (2) constructing a satisfactory terminus of the roadway at the removed crossing(s); (3) installing proper signs acknowledging the closing of the crossing(s); (4) upgrading existing railroad signals; or (5) improving and/or extending existing streets in the vicinity of the closed crossing(s) to handle the diverted traffic.

c. The Local Government may perform the improvements with its own forces, with forces from other governmental organizations or utilizing the services of private contractors. In the event the Local Government elects to use private contractors, the Local Government shall comply with the following federal contract procedures:

#### **(1) Title 23 CFR Section 635.112 – Advertising for bids and proposals**

The Local Government will be required to comply with the subsections (a) through (h). Generally, the Local Government must advertise for the bids in a local and/or regional newspaper a minimum of three (3) weeks prior to the opening of the bids. The Local Government shall notify the State prior to submitting the advertisement. The design-build provisions identified in the procedures are not authorized for the desired improvements.

#### **(2) Title 23 CFR Section 635.113 – Bid opening and bid tabulations**

The Local Government will be required to comply with the subsections (a) and (b). Under this requirement, all bids received shall be publicly opened and

announced by either item-by-item or by total amount. Bid tabulations shall be certified by the Local Government and submitted to the State for approval prior to the award of the contract. The design-build provisions identified in the procedures are not authorized for the desired improvements.

**(3) Title 23 CFR Section 635.114 – Award of contract and concurrence of award**

The Local Government will be required to comply with the subsections (a) through (j). Under this requirement, the Local Government shall award the contract only on the basis of the lowest responsive bid submitted by qualified bidders. Award shall be within the time frame established by the Local Government and is subject to the prior concurrence of the State. Concurrence by the State is a prerequisite to federal funding participation and is considered as authority to proceed with the construction of the desired improvements. In the event the Local Government determines that the lowest bid is not responsive, it shall notify the State to obtain concurrence before making an award to the next lowest bidder. A copy of the fully executed contract between the Local Government and the contractor shall be furnished to the State as soon as practicable after execution.

d. The Local Government shall notify the State in writing to identify what improvements are planned and who will be performing the improvements as described in Article 2.b. above as detailed in **Exhibit A and Exhibit D**. Approval by the State must be obtained prior to the Local Government incurring any costs eligible for reimbursement.

e. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State and the Local Government will be using contract labor, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the training course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. If the requirement has been met, but the qualified individual subsequently ceases to oversee the project, a “qualified” replacement shall be named by the Local Government. If the individual named is not qualified, the replacement shall complete the required training as soon as practical. Failure of the Local Government to have a qualified person before the issuance of the Work Order is received subjects the project award to non-concurrence and non-participation in funding by the State.

**Article 3. Project Funding.**

a. The State's maximum amount payable under this contract shall not exceed the availability of appropriated federal funds for the project for the fiscal year in which work is performed. The State shall advise the Railroad and the Local Government of the availability of funds. The State has prepared the Summary of Project Costs, as detailed in **Exhibit C**.

b. The Local Government shall furnish the State a cost estimate(s) for the eligible improvements identified in Article 2.b. The Local Government's cost estimate shall be reviewed

and approved by the State as detailed in **Exhibit D**.

#### **Article 4. Agreement Not a Waiver.**

The Railroad's agreement to perform the work included in **Exhibit A** does not constitute a waiver by the Railroad to any rights of ownership currently vested in the Railroad.

#### **Article 5. Plans and Specifications.**

a. The State and/or the Local Government shall prepare the **Exhibit A** plan sheet to be approved by the Local Government and/or the State and the Railroad upon execution of this Agreement.

b. All traffic control devices installed herein shall comply with the latest edition of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways. Design standards shall be in accordance with the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets."

#### **Article 6. Work Orders.**

a. For any work performed by the Local Government and/or the Railroad to be reimbursed by the State, upon the request of the Local Government and/or the Railroad, the State shall issue a work order to authorize the Local Government and/or the Railroad to begin work at each location.

b. The Local Government shall request a written Work Order from the State a minimum of two (2) weeks prior to its scheduled commencement of work and shall give the State's District Office 72-hour minimum notification of actual commencement of work. Once work begins, the Local Government shall proceed diligently to completion of the installation. If an emergency arises and the Local Government is unable to begin work at the originally scheduled start date, the Local Government shall immediately notify the State District Office of the rescheduled date work on the project shall begin. Costs incurred by the Local Government at the project site without a work order are not eligible for reimbursement by the State.

#### **Article 7. Suspension of Work.**

If the Local Government finds it necessary to suspend work on the project for any reason, they (it) shall notify the State of the date work was suspended and the date work on the project is to be resumed. The Local Government must notify the State when work is resumed.

#### **Article 8. Materials.**

All materials assembled for this project must comply with the specifications included in **Exhibit A and Exhibit D**.

#### **Article 9. Payment.**

a. No payment shall be due from the State to the Local Government unless a Work Order for work to begin is issued. This Work Order will normally be issued upon request by the Local Government following execution of this Agreement by the State and in accordance with

## Article 6.

b. Reimbursement from the State to the Local Government will be made for work performed and materials furnished, including but not limited to, insurance premiums and coverage at the rate and amount set forth in the approved cost estimate attached hereto, in accordance with the provisions of Title 23, Code of Federal Regulations (CFR), Subchapter B, Part 140, Subpart I, issued by the Federal Highway Administration, and amendments thereto except as modified by the provisions herein. Work performed and materials furnished by the Local Government shall be reimbursed by the State based on actual costs incurred by the Local Government.

c. Any payment due the Local Government by the Railroad shall be paid after closure of the roadway(s) identified in **Exhibit A and/or Exhibit B**. The Local Government shall submit to the Railroad a written request for payment.

d. The Local Government and/or Railroad may seek reimbursement of eligible costs using one of the following payment schedules:

(1) Progressive Payments. The Local Government may submit monthly bills, prepared in satisfactory form, for the costs associated with the improvements described in Article 2.b.

(2) One Time Payment. After completion of the improvements described in Article 2.b., the Local Government shall submit to the State a request for a one time payment. The State shall make the payment within thirty (30) days from receipt of the request.

e. The Local Government shall submit all invoices to the State within 2 years of the date of execution of this Agreement. Any invoices submitted by the Local Government to the State more than 2 years after execution of this Agreement are ineligible for payment unless approved beforehand in writing by the State.

## Article 10. Amendments.

No additions, changes, revisions, amendments, or alterations in the terms of this Agreement, including exhibits and attachments hereto, shall be made unless a written amendment is agreed to by the State, the Local Government, and the Railroad.

## Article 11. Records and Audits.

a. The State and the Local Government shall maintain books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at their offices during the contract period and for four (4) years from the date of final payment. The records shall be made available to representatives from the State or U.S. Department of Transportation, including the Office of Inspector General, for the purpose of making audits, inspections, transcriptions, or excerpts.

b. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this

contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the State Auditor considers relevant to the investigation or audit.

c. The Railroad is required to make any information created or exchanged with the State pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

The State will identify information required to be disclosed by Railroad pursuant to the Texas Public Information Act, which Railroad will then provide to the State.

#### **Article 12. Maintenance.**

The Local Government shall maintain any barricades or other facilities not located on Railroad right of way as installed, and in accordance with the project design as shown in the **Exhibit A**.

#### **Article 13. Responsible For Its Own Actions.**

The parties hereto acknowledge that no party is an agent, servant, or employee of any of the other parties, and each party agrees it is responsible for its own individual acts and deeds as well as the acts and deeds of its contractors, agents, representatives, and employees during performance of contract work.

#### **Article 14. Termination.**

This Agreement is effective as of the last date of execution by the Railroad, the Local Government, and the State and shall continue in effect thereafter until terminated as provided for in this article. This Agreement may be terminated in whole or in part by the State, the Local Government, or the Railroad and in accordance with Article 15 "Compliance with Laws" as follows:

- a. By mutual consent and agreement of the parties hereto;
- b. By the State for reasons of its own and not subject to the mutual consent of the Local Government and the Railroad, upon not less than thirty (30) days written notice to the Local Government and the Railroad;
- c. By the State if federal funds are no longer available to fund the warning devices at the grade crossings;
- d. By the Railroad if the grade crossings identified in **Exhibit A and/or Exhibit B** cease to belong to it or cease to operate trains across the intersection;
- e. By the State giving notice in writing to the Local Government and/or the Railroad as a consequence of failure by the Local Government and/or the Railroad to perform the work authorized herein in accordance with the terms, conditions, or required items of work, with proper allowances being made for circumstances beyond the control of the Local Government and/or the Railroad and after providing at least thirty (30) days notice for the Local Government

and/or the Railroad to remedy the noncompliance.

#### **Article 15. Compliance with Laws.**

a. The parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Railroad and/or the City shall furnish the State with satisfactory proof of this compliance. Nothing herein is meant to be or will be interpreted to be a waiver of principles of legal preemption or preclusion that may apply to the Railroad because of its status as a common carrier regulated by the Federal government.

b. The Local Government shall enact and pass the necessary ordinance, order, resolution, or administrative instrument necessary to permit the permanent closure of the highway-railroad grade crossing(s) as listed, and shall attach the ordinance hereto upon execution by the Local Government and mark it **Exhibit B**. Said ordinance, order, resolution, or administrative instrument shall state the crossing(s) shall be permanently closed and the roadway grade or embankment shall be removed from Railroad property. If in the future the Local Government deems it essential from a safety and/or operational necessity to re-open the highway-railroad grade crossing(s) closed as a part and condition of this Agreement, the Local Government agrees to reimburse the Railroad for all costs incurred by the Railroad to facilitate said closure with the scope of the project. The Local Government further agrees to assume all costs associated with re-opening said highway-railroad grade crossing(s), including but not limited to, roadway approaches, crossing surface, railroad warning devices, to include flashing light signals with bells and gates, and appropriate circuit control equipment, or warning devices of such design as recommended by a diagnostic inspection team.

#### **Article 16. Office of Management and Budget (OMB) Cost Principles.**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the project.

#### **Article 17. Civil Rights Compliance.**

If and to the extent required by the authorization for any federal-aid highway funds applied to this agreement, the Railroad and the Local Government shall comply with the regulations of the U.S. Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

#### **Article 18. Disadvantaged Business Enterprise (DBE) Program Requirements.**

Railroad maintains that it does not qualify as a recipient or sub-recipient under this Agreement of federal-aid highway funds authorized under Titles I (other than Part B) and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. 105-Stat. 1914, or Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, 112 Stat. 107 (collectively "FHWA Funds") and that this Agreement does not qualify as a federal-aid construction contract. If and to the extent required by the authorization for any



federal-aid highway funds applied to this agreement, upon prior written notice, the Railroad and the Local Government agree:

a. The State, the Railroad, and the Local Government shall set an appropriate DBE goal pursuant to 49 CFR Part 26 for this Agreement consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Railroad and the Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions. The State, the Local Government, and the Railroad agree that the appropriate DBE goal for this contract is zero percent.

b. The Railroad and the Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of any applicable DBE program or the requirements of 49 CFR Part 26 related to this Agreement. The Railroad and the Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts related to this Agreement.

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

#### **Article 19. Debarment Certification.**

If and to the extent required by the authorization for any Federal-aid highway funds applied to this agreement, the parties agree not to make any award at any tier to any party that they know, or have reason to believe, is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Railroad and the Local Government certifies to the best of its knowledge and belief that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and that it will not do business with any party that is known to the Railroad and the Local Government to be currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this agreement shall require any party to a subcontract or purchase order awarded under this agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

#### **Article 20. Lobbying Certification.**

If and to the extent required by the authorization for any Federal-aid highway funds applied to this agreement, the parties agree that, in executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties of this agreement to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Railroad or the Local Government shall complete and submit the Federal Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

c. The parties shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and all such sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

#### **Article 21. Federal Funding Accountability and Transparency Act Requirements.**

If and to the extent required by the authorization for any Federal-aid highway funds applied to this agreement, the Railroad agrees:

a. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

b. The Railroad agrees that it shall:

- (1) Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides more than \$25,000 in federal funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;
- (2) Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
- (3) Report the total compensation and names of its top five (5) executives to the State if:

1. More than eighty percent of annual gross revenues are from the

federal government, and those revenues are greater than \$25,000,000 annually; and

2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

c. The State acknowledges that the FFATA provisions of this Article may have no operative effect on the Railroad based on the Railroad's representation that it does not receive eighty percent or more of its annual gross revenues from federal procurement contracts and subcontracts.

#### **Article 22. Single Audit Report.**

a. The Local Government shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

b. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [http://www.txdot.gov/contact\\_us/audit.htm](http://www.txdot.gov/contact_us/audit.htm).

c. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."

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

#### **Article 23. Legal Construction.**

If one or more of the provisions contained in this agreement shall for any reason be held inapplicable, invalid, illegal, or unenforceable in any respect, that inapplicability, invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the inapplicable, invalid, illegal, or unenforceable provision.

#### **Article 24. Signatory Warranty.**

Each signatory to this Agreement certifies that they have the authority to enter into this Agreement on behalf of its organization.

**IN WITNESS WHEREOF**, the State, the Railroad, and the Local Government have executed triplicate counterparts of this Agreement for this Project identified as CSJ 0915-12-507 on the dates indicated below.

**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 \_\_\_\_\_ Date \_\_\_\_\_  
Robert Travis, P. E., Rail-Highway Branch Manager, Traffic Operations Division

**UNION PACIFIC RAILROAD COMPANY**

By \_\_\_\_\_ Date \_\_\_\_\_

Name and Title \_\_\_\_\_

**CITY OF SAN ANTONIO**

By \_\_\_\_\_ Date \_\_\_\_\_

Name and Title \_\_\_\_\_

**Notices:**

For the purposes of this Agreement, all notices, correspondence, billings, and other documentation shall be mailed to the following addresses:

For the State of Texas	For the Union Pacific Railroad Co.	For the City of San Antonio
Rail-Highway Section Director Texas Department of Transportation Rail Division 125 E. 11th Street Austin, TX 78701-2483	Manager Public Projects Union Pacific Railroad Company 1711 Quintana Rd San Antonio, TX 78224	Sr. Transportation Engineer City of San Antonio P.O. Box 839966 San Antonio, TX 78283



# CITY OF SAN ANTONIO

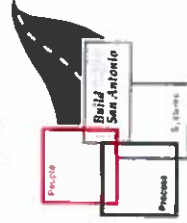
DEPARTMENT OF

TRANSPORTATION CAPITAL IMPROVEMENTS - PUBLIC WORKS

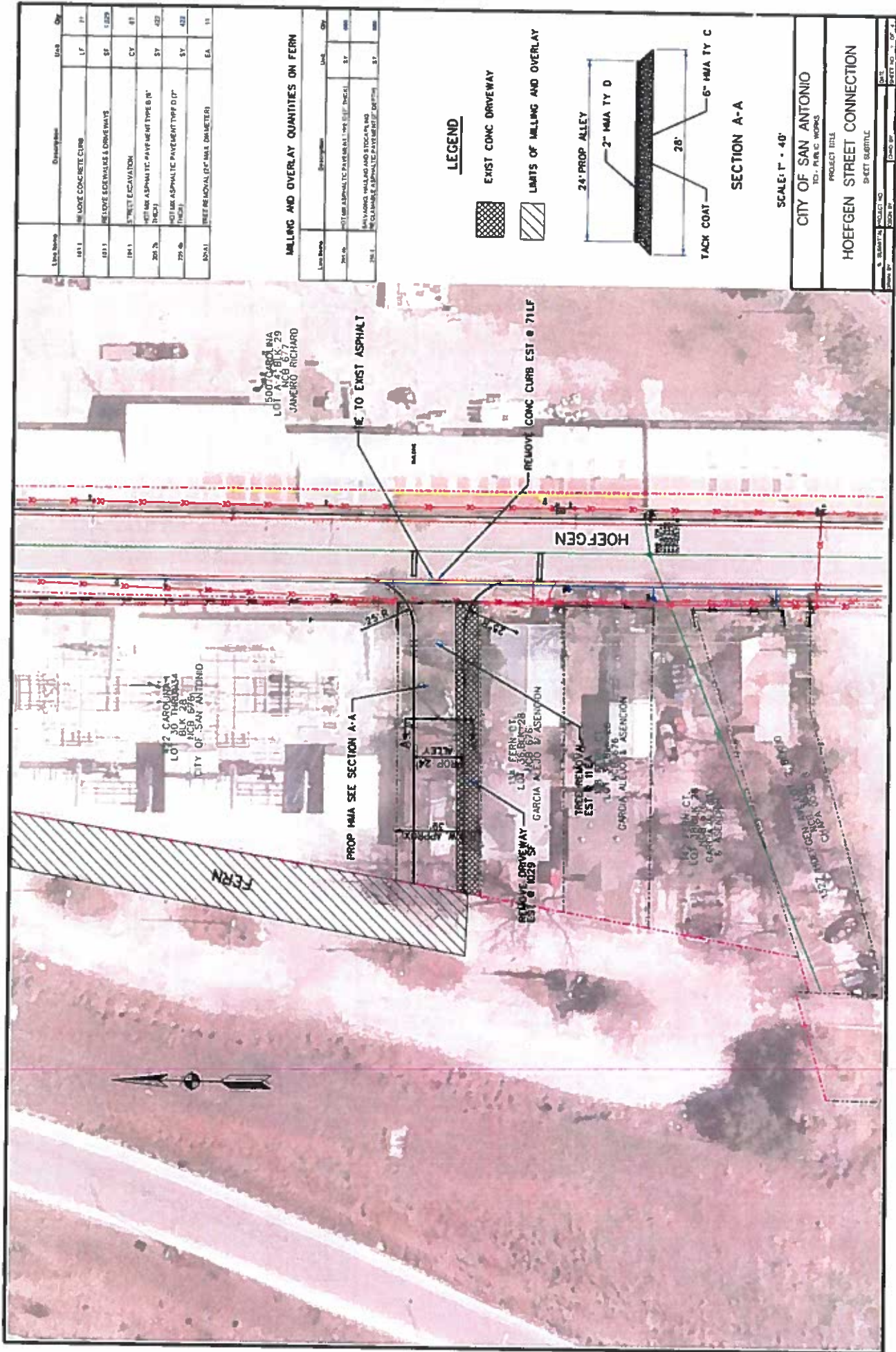
## HOEFGEN STREET CONNECTION



LOCATION MAP



OUR MISSION TOGETHER, DEDICATED TO OUR COMMUNITY... BUILDING A GREAT SAN ANTONIO



Line Name	Description	Unit	Qty
1011	REMOVE CONCRETE CURB	LF	71
1013	REMOVE EDGEMOLE & DRIVEWAYS	SF	1,229
1041	SMILET EXCAVATION	CY	81
2017b	REMOVE ASPHALTIC PAVEMENT TYPE B 8"	SY	427
2017c	REMOVE ASPHALTIC PAVEMENT TYPE C 1"	SY	427
2041	TREE REMOVAL (2" INAL DIAMETER)	EA	11

**MILLING AND OVERLAY QUANTITIES ON FERN**

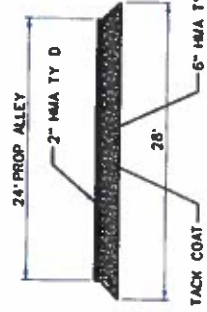
Line Name	Description	Unit	Qty
2017a	REMOVE ASPHALTIC PAVEMENT TYPE A 1"	SY	427
2017b	REMOVE ASPHALTIC PAVEMENT TYPE B 8"	SY	427
2017c	REMOVE ASPHALTIC PAVEMENT TYPE C 1"	SY	427

**LEGEND**



EXIST CONC DRIVEWAY

LIMITS OF MILLING AND OVERLAY



**SECTION A-A**

SCALE: 1" = 40'

CITY OF SAN ANTONIO	
TO: PUBLIC WORKS	
PROJECT TITLE	
HOEFGEN STREET CONNECTION	
SHEET SUBTITLE	
DATE	SCALE
PROJECT NO.	SHEET NO.

*Exhibit A*



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Item	Description	Unit	Est. Quantities
333.1 (S.D.)	6 Inch Wide Yellow Line (Solid)	LF	100.00
333.1 (S.D.)	4 Inch Wide White Line (Solid)	LF	287.00
333.1 (S.D.)	4 Inch Wide White Line (Solid)	LF	137.00
333.1 (S.D.)	4 Inch Wide White Line (Solid)	LF	147.00
333.9	Left White Arrow	EA	2.00
333.10	Combination Thru Right White Arrow	EA	2.00
333.12	Word "ONLY" (Including Dressing, Stenciling, and Marking) EA, CRISPER & INK	EA	1
333.14	LINES	EA	

**MILLING, PAVEMENT REPAIR AND OVERLAY QUANTITIES**

Line Item	Description	Unit	Qty
333.1	6 INCH ASPHALTIC PAVALAS TYPE 0 (9" THICK)	SY	2,294
333.2	4 INCH ASPHALTIC PAVALAS TYPE 0 (7" THICK)	SY	2,294
333.3	2 INCH ASPHALTIC PAVALAS TYPE 0 (5" THICK)	SY	2,294
333.4	2 INCH ASPHALTIC PAVALAS TYPE 0 (5" THICK)	SY	2,294

**LEGEND**

 LIMITS OF MILLING AND OVERLAY  
 LIMITS OF PAVEMENT REPAIR

SCALE: 1" = 40'

CITY OF SAN ANTONIO  
 PUBLIC WORKS  
 PROJECT TITLE  
**HOEFGEN STREET CONNECTION**  
 SHEET NUMBER

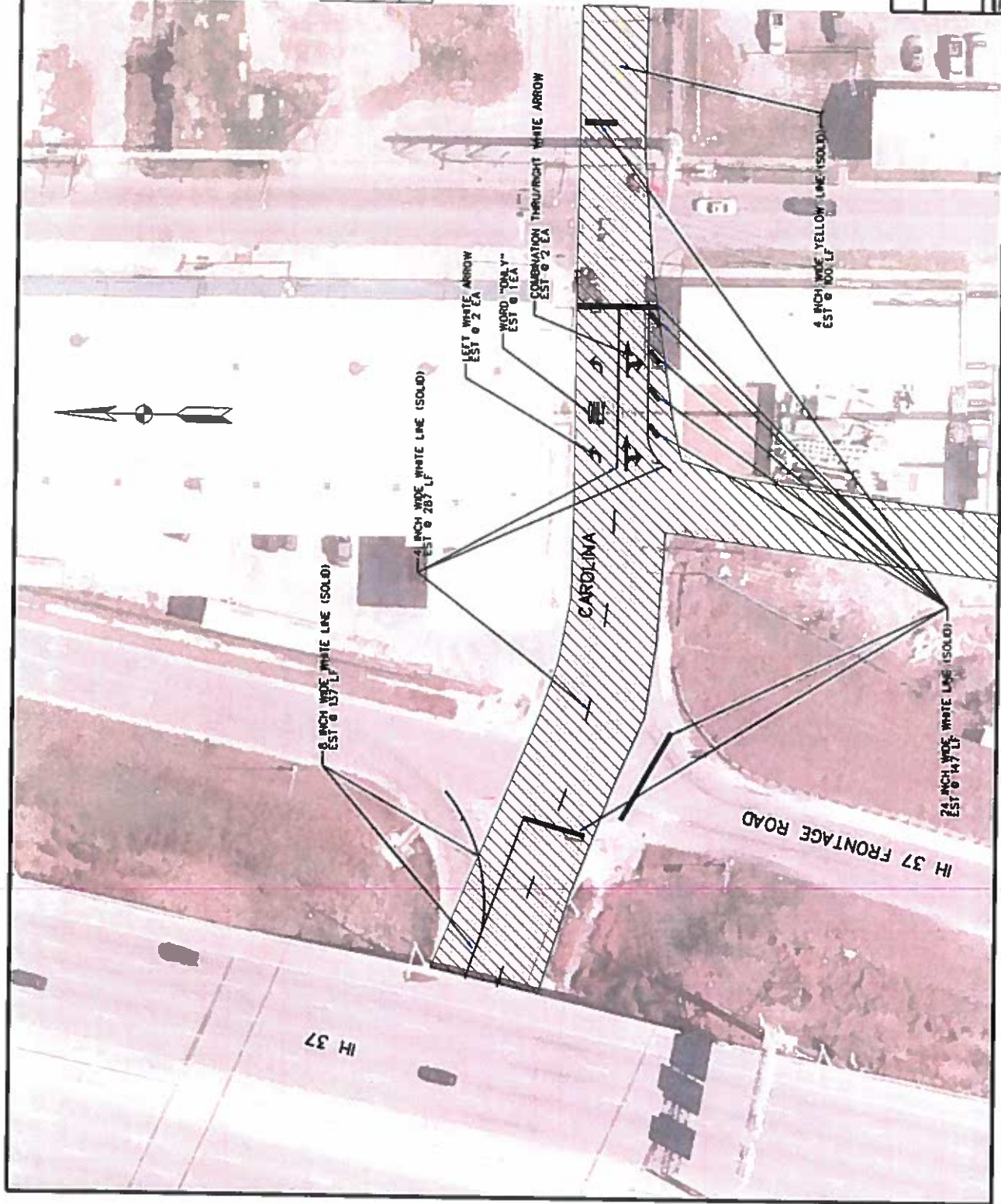


Exhibit A  
 page 3 of 11







Item	Description	Unit	Est. Quantities
515.1 (S.D.)	6 INCH WIDE YELLOW (SOLID)	LF	860.00
515.1 (S.D.)	4 INCH WIDE YELLOW (SOLID)	LF	14.00
515.1 (S.D.)	2 INCH WIDE YELLOW (SOLID)	LF	14.00
515.1 (S.D.)	1 INCH WIDE YELLOW (SOLID)	LF	14.00
515.1 (S.D.)	RAILROAD CROSSING SYMBOL INCLUDING 2 FT. PROSSBUCK & 3 LINES	EA	1
515.1 (S.D.)	RAILROAD CROSSING SYMBOL INCLUDING 2 FT. PROSSBUCK & 3 LINES	EA	1

**MILLING, PAVEMENT REPAIR AND OVERLAY QUANTITIES**

Item	Description	Unit	City
515.1 (S.D.)	6 INCH WIDE YELLOW (SOLID)	LF	860
515.1 (S.D.)	4 INCH WIDE YELLOW (SOLID)	LF	14
515.1 (S.D.)	2 INCH WIDE YELLOW (SOLID)	LF	14
515.1 (S.D.)	1 INCH WIDE YELLOW (SOLID)	LF	14
515.1 (S.D.)	RAILROAD CROSSING SYMBOL INCLUDING 2 FT. PROSSBUCK & 3 LINES	EA	1
515.1 (S.D.)	RAILROAD CROSSING SYMBOL INCLUDING 2 FT. PROSSBUCK & 3 LINES	EA	1

**LEGEND**

- [Hatched Box] LIMITS OF MILLING AND OVERLAY
- [Yellow Box] LIMITS OF PAVEMENT REPAIR

SCALE: 1" = 40'

CITY OF SAN ANTONIO  
 PUBLIC WORKS  
 PROJECT TITLE  
 HOEFGEN STREET CONNECTION  
 SHEET NO. 4 OF 4

Exhibit A  
 Page 5 of 11

# TO-23 ARRA HOEFGEN AVE. IMPROVEMENTS

## CITY OF SAN ANTONIO

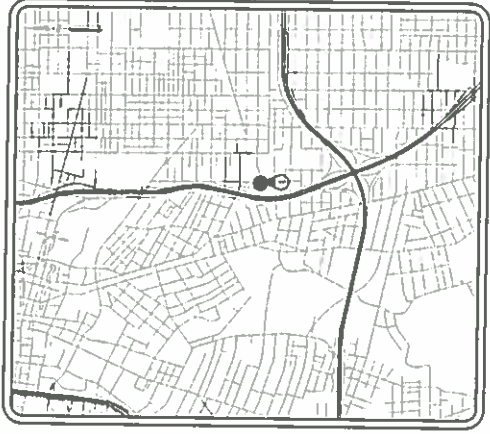
### DEPARTMENT OF PUBLIC WORKS

FOR THE CONSTRUCTION OF SIDEWALKS, RAILROAD CROSSING IMPROVEMENTS,  
MILL AND OVERLAY, SIGNING AND PAVEMENT MARKINGS



#### SHEET INDEX

- PLAN SHEETS**
- 1 COVER SHEET
  - 2 GENERAL NOTES
  - 3 SUPPLEMENTAL GENERAL NOTES I
  - 4 SUPPLEMENTAL GENERAL NOTES II
  - 5 SUPPLEMENTAL GENERAL NOTES III
  - 6 SIGNAGE SHEET
  - 7 PROJECT LAYOUT AND MISCELLANEOUS ALIGNMENT
  - 8 TEMPORARY TRAFFIC CONTROL AND STORM WATER POLLUTION PREVENTION PLAN
  - 9 INTERIOR AVENUE STORMWATER POLLUTION PREVENTION PLAN (SWPP) NARRATIVE
  - 10 RESOLUTION PLAN
  - 11 ROADWAY IMPROVEMENTS
  - 12 DRAINAGE AREA SHEET
  - 13 MILLING AND PAVEMENT MARKING PLAN
- STANDARDS SHEETS**
  - 14 TxDOT SECTION 201
  - 15 TxDOT SECTION 202
  - 16 TxDOT SECTION 203
  - 17 TxDOT TOP 11-20-04 (2) AS & W/STRADE
  - 18 COGA BARRIAGE AND CONSTRUCTION STANDARDS (1-4)
  - 19 COGA CONCRETE DRIVEWAY STANDARDS, WHEELCHAIR RAMP STANDARDS AND TxDOT PED-AS (1 AND 2)
  - 20 COGA MISCELLANEOUS CONSTRUCTION STANDARDS (1 AND 2)
  - 21 COGA PAVEMENT MARKING STANDARDS 1
  - 22 COGA TRAFFIC SIGN STANDARDS 1
  - 23 TEMPORARY EROSION, SEDIMENT & WATER POLLUTION CONTROL MEASURES STANDARDS (1 AND 2)



LOCATION MAP  
MIS

PLANS PREPARED BY:

**PAPE-DAWSON  
ENGINEERS**

301 EAST RANGER | SAN ANTONIO, TEXAS 78214 | PHONE: 214.275.5000  
FAX: 214.275.9819

FINAL SUBMITTAL  
DEC 2011

SEAL: STATE OF TEXAS, PROFESSIONAL ENGINEER, CIVIL, LICENSE NO. 60328

Signature: [Handwritten Signature]

Exhibit A  
Page 6 of 11



REVISIONS	BY	DATE
1		
2		
3		
4		

READ MAIN AND ANNOTATION SHEETS FROM LEFT TO RIGHT  
 SCALE: 1" = 40'  
 PAPER: 24" x 36"  
**PAPE-DAWSON ENGINEERS**  
 1501 EAST MARKET STREET, SUITE 300, SAN ANTONIO, TEXAS 78204  
 PHONE: (214) 521-0000  
 FAX: (214) 521-0001  
 CHECKED BY: G.D.  
 DRAWN BY: G.D.  
 DATE: 12/9/2011

**CITY OF SAN ANTONIO**  
 DEPARTMENT OF PUBLIC WORKS  
 TRANSPORTATION GROUP

DEMOLITION PLAN  
 AVE IMPROVEMENTS  
 TO-23 HOFFGEN

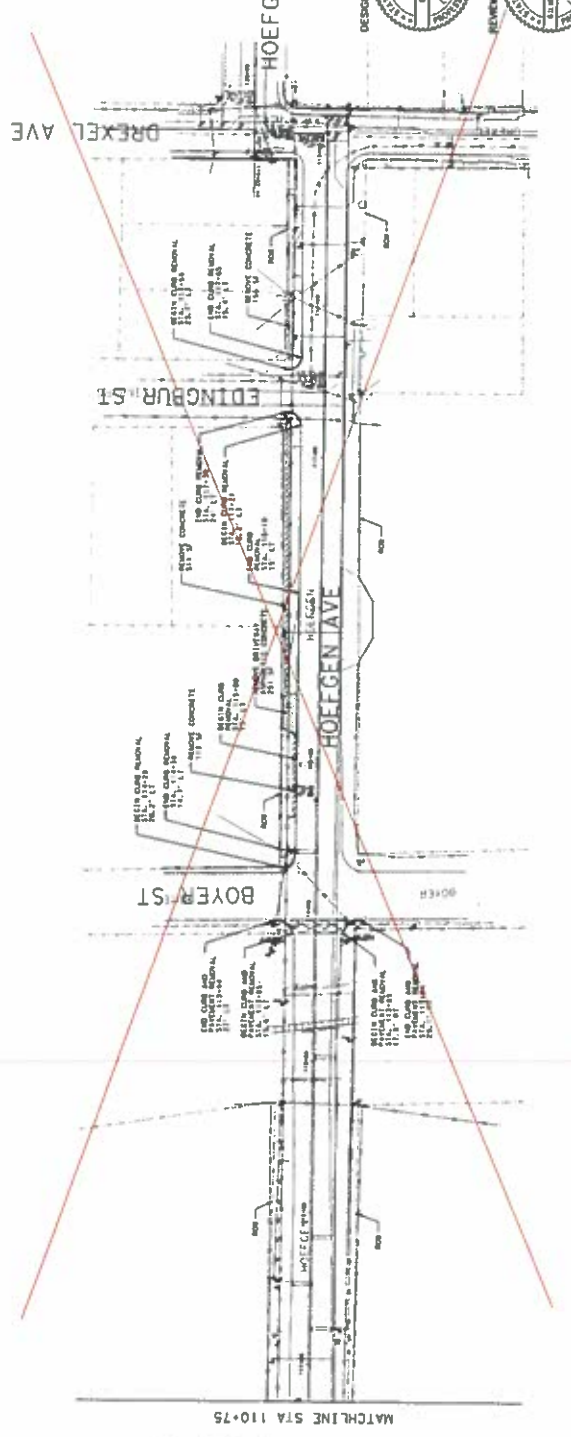
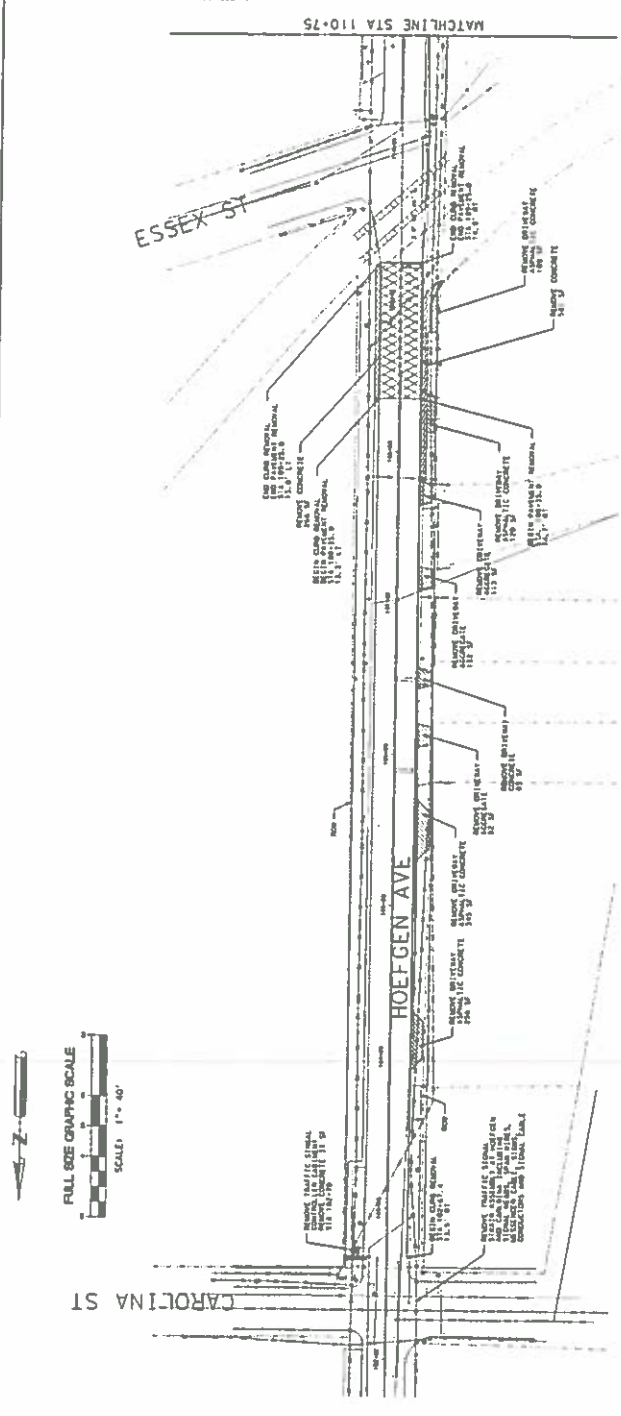
SHEET: 10  
 OF 23

**LEGEND**

SYMBOL	DESCRIPTION
	DRIVEWAY REMOVAL (CONCRETE, ASPHALTIC CONCRETE OR AGGREGATE)
	FULL DEPTH PAVEMENT REMOVAL
	CONCRETE REMOVAL

CONTRACTOR SHALL CONTACT  
 UTILITY LOCATOR TO  
 VERIFY ALL UTILITIES BEFORE  
 STARTING CONSTRUCTION

NOTES:  
 1. REMOVAL OF SIDEWALK AND DRIVEWAY SHALL BE IN PLACE WITHIN  
 14 DAYS OF CONTRACT START DATE.  
 2. REMOVAL OF SIDEWALK AND DRIVEWAY SHALL BE IN PLACE WITHIN  
 14 DAYS OF CONTRACT START DATE.  
 3. REMOVAL OF SIDEWALK AND DRIVEWAY SHALL BE IN PLACE WITHIN  
 14 DAYS OF CONTRACT START DATE.



DESIGN:

REVIEW AND APPROVAL:

DATE: 12/9/2011

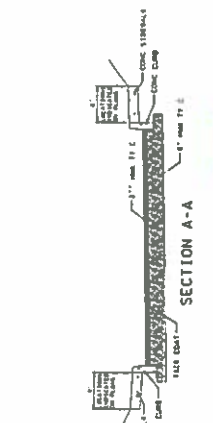
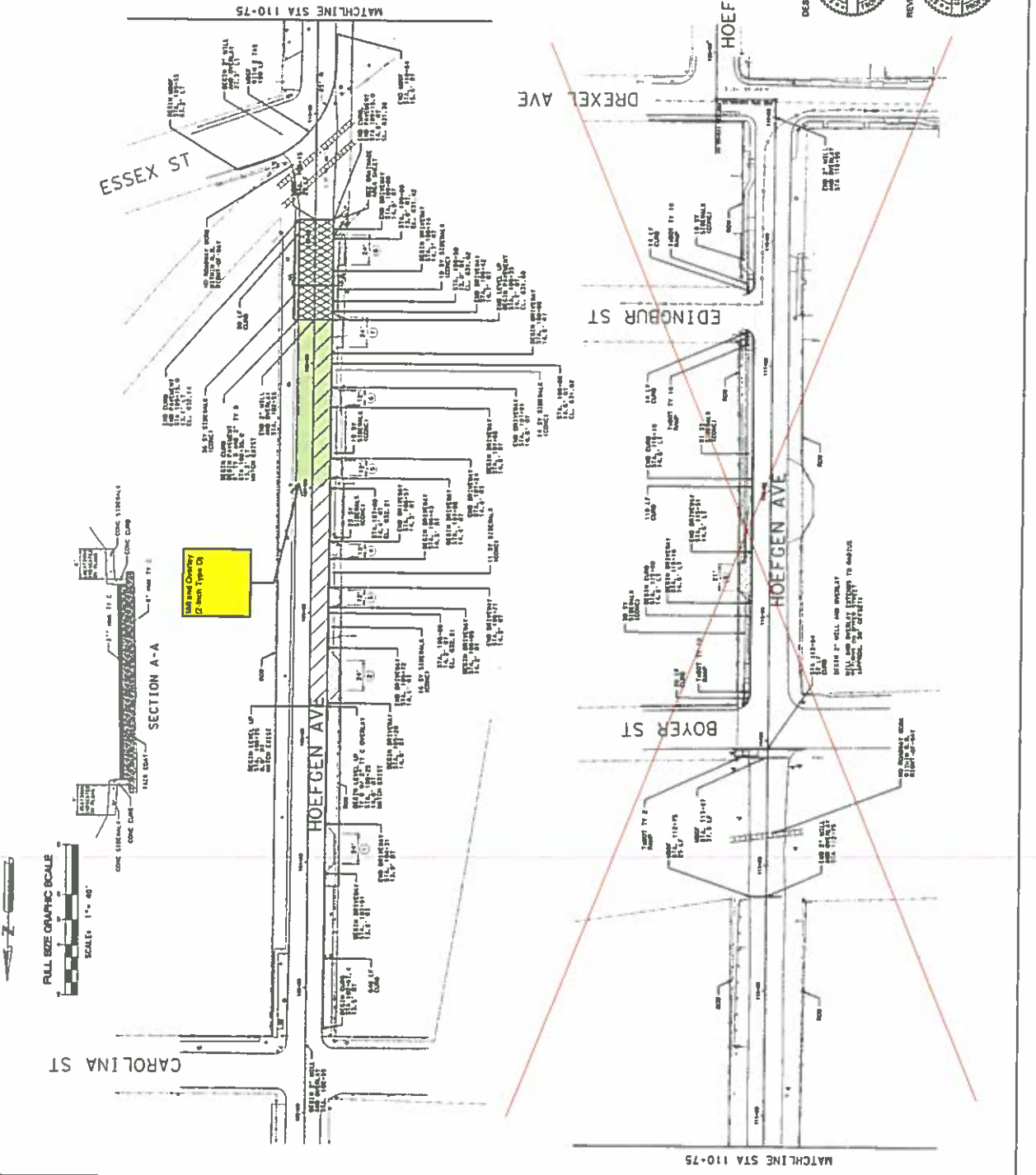
Exhibit A  
 Page 8 of 11

**LEGEND**

SYMBOL	DESCRIPTION
[Hatched Box]	CONCRETE DRIVEWAY
[Hatched Box]	PAVEMENT RECONSTRUCTION
[Hatched Box]	CONCRETE CURB
[Hatched Box]	LEVEL UP
[Hatched Box]	RECYC

CONCRETE DRIVEWAY AREAS
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

1. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF SAN ANTONIO AND THE TEXAS DEPARTMENT OF TRANSPORTATION.
2. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF SAN ANTONIO AND THE TEXAS DEPARTMENT OF TRANSPORTATION.
3. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF SAN ANTONIO AND THE TEXAS DEPARTMENT OF TRANSPORTATION.
4. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF SAN ANTONIO AND THE TEXAS DEPARTMENT OF TRANSPORTATION.



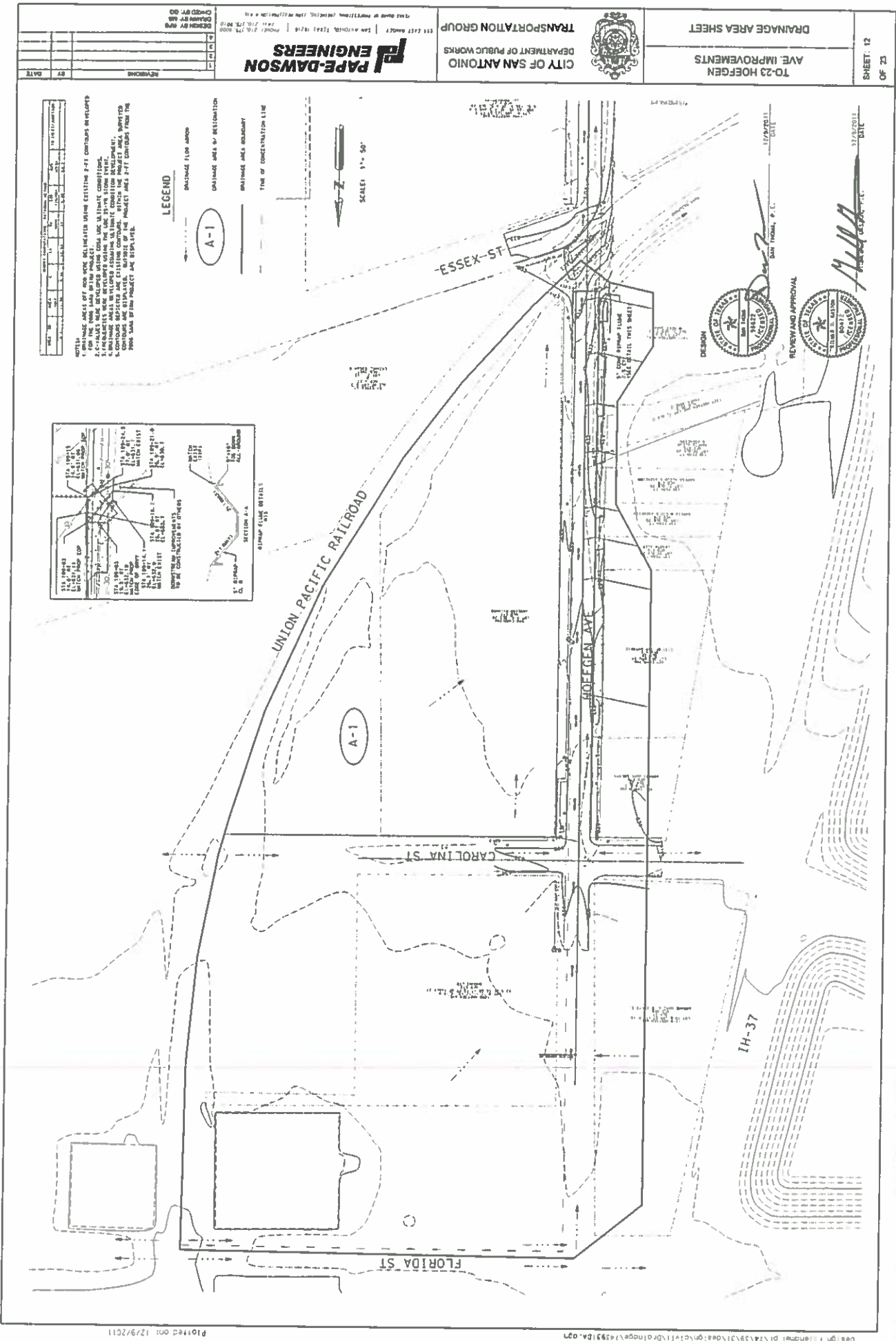
DESIGN: [Signature]  
 CHECKED: [Signature]  
 REVIEW AND APPROVAL: [Signature]  
 DATE: [ ]

CITY OF SAN ANTONIO  
 DEPARTMENT OF PUBLIC WORKS  
 TRANSPORTATION GROUP

Pape-Dawson Engineers  
 11111 N. Loop West, Suite 200, Dallas, TX 75243  
 PHONE: 214.343.8000 FAX: 214.343.8008

Exhibit A  
 Page 9 of 11

Exhibit A  
Page 10 of 11



CITY OF SAN ANTONIO  
DEPARTMENT OF PUBLIC WORKS  
TRANSPORTATION GROUP

PAPE-DAWSON  
ENGINEERS

TO-23 HOEFGEN  
AVE IMPROVEMENTS  
DRAINAGE AREA SHEET

SHEET: 12  
OF 23

**LEGEND**

- MANHOLE (circle with 'A-1')
- CATCH BASIN (circle with 'A-1')
- DRAINAGE LINE (solid line with arrow)
- TYPE OF CONCENTRATION LINE (dashed line with arrow)

SCALE: 1" = 50'

DATE: 11/13/2011

**NOTES**

1. DRAINAGE AREAS OFF AND NOT INDICATED UNDER EXISTING 1'-FT CONTIGUOUS DEVELOPMENT FOR THE HOEFGEN AVENUE PROJECT ARE AS SHOWN IN THE ATTACHED EXISTING PLAN.
2. DRAINAGE AREAS WERE DETERMINED USING THE 1% SLOPE FROM THE HOEFGEN AVENUE PROJECT.
3. DRAINAGE AREAS WERE DETERMINED USING THE 1% SLOPE FROM THE HOEFGEN AVENUE PROJECT.
4. DRAINAGE AREAS WERE DETERMINED USING THE 1% SLOPE FROM THE HOEFGEN AVENUE PROJECT.

DESIGN: [Signature]  
DATE: 11/13/2011

REVIEW AND APPROVAL: [Signature]  
DATE: 11/13/2011

PROFESSIONAL SEAL: [Seal]

PROFESSIONAL SEAL: [Seal]

PLANNING AND DESIGN GROUP, P.C.

PLANNING AND DESIGN GROUP, P.C.  
1111 NORTH LOOP WEST, SUITE 1000  
IRVING, TEXAS 75039  
PHONE: 972.272.8910  
FAX: 972.272.8910  
WWW.PDGROUP.COM

CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS TRANSPORTATION GROUP

TO-23 HOEFGEN AVE IMPROVEMENTS SIGNING AND PAVEMENT MARKING PLAN

DATE: 12/9/2011 | DESIGNER: [Signature] | REVIEWER: [Signature]

PROJECT: HOEFGEN AVE IMPROVEMENTS | SHEET: 13 OF 23

DESIGNER: [Signature] | REVIEWER: [Signature]

DATE: 12/9/2011

PROJECT: HOEFGEN AVE IMPROVEMENTS

DESIGNER: [Signature] | REVIEWER: [Signature]

DATE: 12/9/2011

PROJECT: HOEFGEN AVE IMPROVEMENTS

DESIGNER: [Signature] | REVIEWER: [Signature]

DATE: 12/9/2011

PROJECT: HOEFGEN AVE IMPROVEMENTS

DESIGNER: [Signature] | REVIEWER: [Signature]

DATE: 12/9/2011

PROJECT: HOEFGEN AVE IMPROVEMENTS

DESIGNER: [Signature] | REVIEWER: [Signature]

DATE: 12/9/2011

PROJECT: HOEFGEN AVE IMPROVEMENTS

DESIGNER: [Signature] | REVIEWER: [Signature]

DATE: 12/9/2011

PROJECT: HOEFGEN AVE IMPROVEMENTS

DESIGNER: [Signature] | REVIEWER: [Signature]

DATE: 12/9/2011

**LEGEND**

SYMBOL	DESCRIPTION
(Symbol)	EXISTING SIGN
(Symbol)	PROPOSED SIGN
(Symbol)	RIGHT OF WAY LINE
(Symbol)	LOT LINE

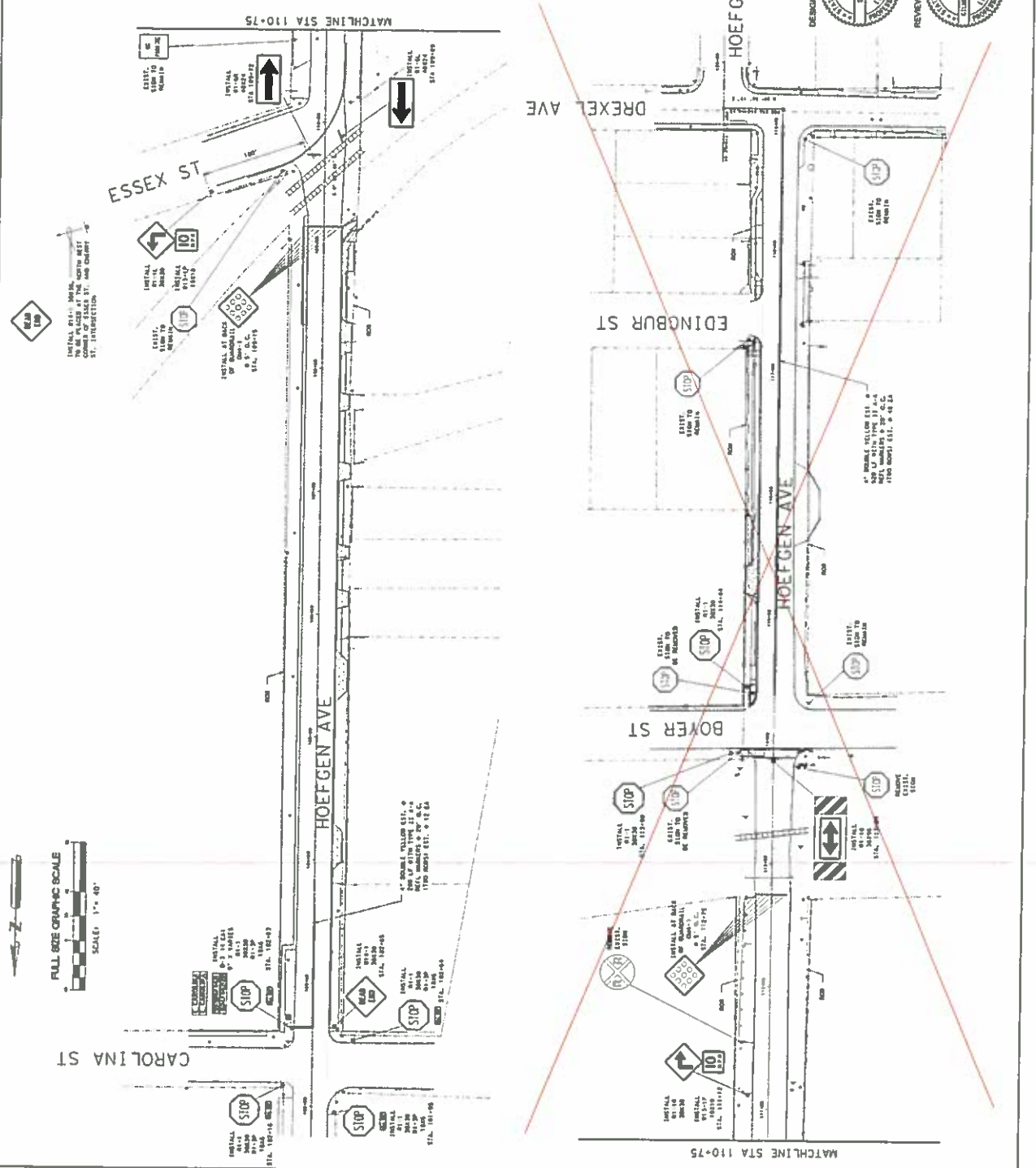


Exhibit A  
Page 11 of 11

AN ORDINANCE 2015-05-21-0438

AN ORDINANCE CLOSING A PORTION OF HOEFGEN AVENUE  
CROSSING RAILROAD TRACKS ADJACENT TO NCB 3519 AND JUST  
NORTH OF ESSEX STREET LOCATED IN COUNCIL DISTRICT 2.

\* \* \* \* \*

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

**SECTION 1.** Subject to the reservation below, the City finds the following right of way is no longer essential to the safe and efficient flow of traffic in the area in which the right of way is located. As an exercise of its discretion, the City Council closes, vacates, and abandons the right of way. A condition of the closure, vacation, and abandonment is City's receipt of the fee set out below in the funding section of this Ordinance. The affected right of way is identified below.

A segment of Hoefgen Avenue described generally as that part of the street that crosses railroad tracks and is adjacent to NCB 3519.

**SECTION 2.** A picture of the subject right of way is set forth at **Attachment I**. The detailed description of the right-of-way subject to this ordinance is set forth on **Attachment II**. Both Attachments I and II are incorporated into this ordinance for all purposes as if they were fully set forth. Attachment II controls over any discrepancy between it and Attachment I.

**SECTION 3.** There is no fiscal language associated with this ordinance.

**SECTION 4.** This ordinance does not release any public rights in the subject tract for drainage, water and wastewater lines, electric transmission and distribution lines, gas lines, communication lines of all types, or any other rights except for the right of the public to travel on the subject tract. Neither does this ordinance give up any right arising other than from the plat or other document creating the street or alley. The City expressly reserves all rights not released.

**SECTION 5.** The City Manager or her designee, severally, are authorized and directed to execute and deliver all documents and to do all other things conducive to reflect this closure, abandonment, and vacation.

**SECTION 6.** The affected rights of way exist by easement. The underlying fee ownership of the affected rights of way by the adjacent lot owners is now unburdened by the rights closed, vacated, and abandoned. If the owners of the adjacent property replat, the replat does not impair the rights retained by City in the affected right of way.

**EXHIBIT B**

page 1 of 6



**SECTION 7.** This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

**PASSED AND APPROVED** this 21st day of May, 2015.

  
M A Y O R  
Ivy R. Taylor

**ATTEST:**

  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**







  
for Martha G. Sepeda, Acting City Attorney

**EXHIBIT B**

page 2 of 6



**LEGEND**

-  New Jersey Concrete Barriers
-  Type III Barricades with Lights
-  Effected Businesses
-  Dynamic Messaging Signs
-  Dead End Signs
-  Alternate Routes



CHERRY

MISSISSIPPI

CAROLINA

HOEFGEN

IH 37 S ACCESS

IH 37

CAROLINA

LEOPOLD

IH 37 IH 37 S ACCESS

CONRAD

HOEFGEN

ESSEX

WESTFALL

HOEFGEN

BOYER

HIGH

## Attachment II

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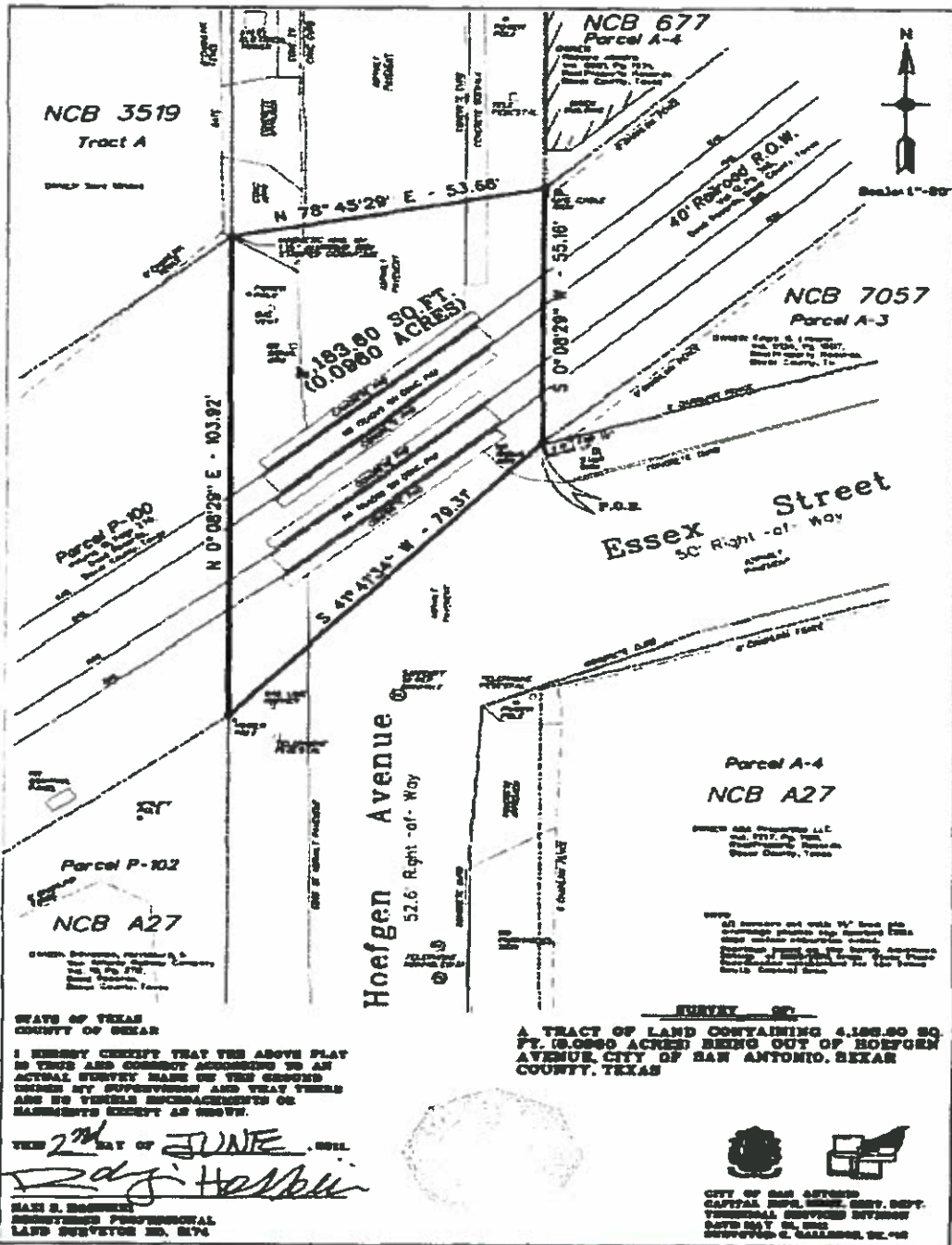
Field notes for a tract of land containing 4,183.60 square feet (0.0960 Acres) being a portion of Hoefgen Avenue north of Essex Street, City of San Antonio, Bexar County, Texas, and being more particularly described by metes and bounds as surveyed as follows:

- BEGINNING:** at a 1/2" iron pin with an orange plastic cap marked COSA CIMS set in the ground at the point of intersection of the east right-of-way line of Hoefgen Avenue with the north right-of-way line of Essex Street, said point also being the southwest corner of Parcel A3, N.C.B. 7057 described in deed from W & H Investment Company to Edgar G. Lozano recorded in Volume 5134, Page 1607, Real Property Records, Bexar County, Texas, for the southeast corner of this tract;
- THENCE:** S 41°41'34" W crossing Hoefgen Avenue a distance of 79.31 feet to a 1/2" iron pin with an orange plastic cap marked COSA CIMS set in the ground along the west right-of-way line of Hoefgen Avenue at the northernmost corner of Parcel P-102, N.C.B. A27, said point also being along the east boundary line of the remaining portion of a 2 Acre Tract described in deed from Eliza Gallagher and A. Ryan to the Galveston, Harrisburg & San Antonio Railway Company recorded in Volume 19, Page 270, Deed Records, Bexar County, Texas, for the southwest corner of this tract;
- THENCE:** N 0°08'29" E with the west right-of-way line of Hoefgen Avenue and the east boundary line of the remaining portion of the aforementioned 2 Acre Tract a distance of 103.92 feet to a magnetic nail with a 1 1/2" aluminum disk stamped COSA CIMS set concrete at the southeast corner of Parcel A, N.C.B. 3519, owned by Sara Minder and referenced in Deed of Trust recorded in Volume 1202, Page 75, Deed Records of Bexar County, Texas for the northwest corner of this tract;
- THENCE:** N 78°45'29" E crossing Hoefgen Avenue a distance of 53.66 feet to a 1/2" iron pin with an orange plastic cap marked COSA CIMS set in the ground along the east right-of-way line of Hoefgen Avenue, said point also being the southwest corner of Parcel A-4, N.C.B. 677 described in deed from Bobby Ray Mickler and Gretchen Mueckler to Richard M. Janero recorded in Volume 8081, Page 1931, Real Property Records, Bexar County, Texas, said point also being along the northwest right-of-way line of a 40' Railroad right-of-way described in deed from Henry and Elizabeth Koerber to the Galveston, Harrisburg & San Antonio Railway Company recorded in Volume 12, Page 366, Deed Records, Bexar County, Texas, for the northeast corner of this tract;
- THENCE:** S 0°08'29" W with the east right-of-way line of Hoefgen Avenue and crossing the aforementioned 40' Railroad right-of-way a distance of 55.16 feet to the POINT OF BEGINNING for this tract of land containing 4,183.60 square feet (0.0960 Acres), more or less.

NOTE: Bearings for this survey are based on the North American Datum of 1983/1993, from  
State Plane Coordinates established for the Texas South Central Zone.

6/2/11

  
Raf. Hester



TEXAS DEPARTMENT OF TRANSPORTATION  
SUMMARY OF ESTIMATED COST  
FEDERAL RAILROAD SIGNAL PROGRAM  
September 15, 2015

Bexar County - DOT No. 764 292J  
CSJ 0915-12-507  
Project STP 2012(401)FRS  
Hoefgen Street in San Antonio

1. **Participation and Cost Estimate by the City of San Antonio**

a. City shall furnish labor, equipment, and materials to mill, overlay, and reconstruct Hoefgen Street, as shown on layouts.	\$75,000
b. City shall furnish labor, equipment, and materials to install a new alley to connect Fern Street or Hoefgen Street, as shown on layout.	\$28,945
c. City shall furnish labor, equipment, and materials to overlay Carolina Street, as shown on layouts.	\$101,076
d. The City is responsible for all costs associated with city force account work, exceeding \$300,000 (\$150,000 from the State and \$150,000 from the Railroad).	
<u>Total cost of city force account work:</u>	<u>\$205,021</u>

2. **Participation and Cost Estimate by Union Pacific Railroad**

a. Railroad shall remove the existing crossing warning devices and crossing surface and adjacent roadway pavement approaches within the Railroad right-of-way, at Hoefgen Street at their expense.	
b. Railroad shall reimburse the City for the closure of Hoefgen Street.	\$150,000
<u>Total cost participation by the Railroad:</u>	<u>\$150,000</u>

3. **Participation and Cost Estimate by Texas Department of Transportation**

State shall reimburse the City for the above mentioned work. The amount to be reimbursed by the State shall not exceed \$150,000.	\$150,000
<u>Total cost participation by the State:</u>	<u>\$150,000</u>

**SUMMARY:**

City Cost Participation	\$	None
UP Railroad Cost Participation	\$	150,000
State's Estimated Cost Participation (100% Federal Funds)	\$	<u>150,000</u>

**TOTAL ESTIMATED PROJECT COST \$ 300,000**

Approved:

 P.E.

Robert Travis, P.E., Branch Manager  
Rail-Highway Safety, Rail Safety Section  
Traffic Operations Division

Exhibit C

# Project Summary Sheet

**Project Name:** 1327 Hoeftgen Ave Drainage Improvements  
**Future Project #:** 2  
**Council District:** From Railroad Tracks to Approximately 250 ft North



Funding Information		Cost Information		
Fund	Year	Amount	Category	Cost
Funding TBD	\$	75,000	Design	-
			Contingency	6,000
			Admin/Inspection Services	5,000
			Material Testing, Insurance, Barricades	\$6,000
			Construction	\$58,000.00
Total Funding Needed	\$	75,000	Total Cost	\$ 75,000

**Project Description**  
 This project will alleviate street flooding at 1327 Hoeftgen by milling and overlaying and reconstructing a portion of the street.



**NOTE:** Drainage Component ~\$ 6,100  
 Street Component ~\$68,900

**Project Type:** Mill and Overlay/Reconstruction of Street  
**Type of Estimate:** Preliminary  
**Project Status:** Funding TBD  
**Consultant:** Pape-Dawson Engineers

PROP ALLEY  
 FROM FERN  
 TO HOEFGEN

	UNIT	Quantity	unit price	price
Remove Conc Curb	LF	71	\$ 2.40	\$ 170.40
Remove SW & DW	SF	1029	\$ 2.40	\$ 2,469.60
Street Excavation	CY	87	\$ 14.20	\$ 1,235.40
Hot Mix ACP Type B (6")	SY	422	\$ 24.80	\$ 446.80
Hot Mix ACP Type D (2")	SY	422	\$ 9.88	\$ 431.88
Tree Removal	EA	11	\$ 880.00	\$ 891.00
mobilization			\$ 5,900.00	\$ 7,300.00
barricades			\$ 8,000.00	\$ 16,000.00
			TOTAL	\$ 28,945.08



Overlay Carolina to Cherry

	Area SY	unit price	price
Overlay	5549	\$ 9.32	\$ 51,716.68
flex pavement repair 8"	158	\$ 35.11	\$ 5,547.38
plane asph 2"	5549	\$ 3.00	\$ 16,647.00
4" yellow stripe	1674	\$ 1.00	\$ 1,675.00
left arrow	2	\$ 100.00	\$ 102.00
combo arrow	2	\$ 200.00	\$ 202.00
only	1	\$ 110.00	\$ 111.00
8" white	137	\$ 0.83	\$ 137.83
24" white	161	\$ 6.00	\$ 167.00
rr marking legend	2	\$ 735.00	\$ 1,470.00
mobilization		\$ 5,900.00	\$ 7,300.00
barricades		\$ 8,000.00	\$ 16,000.00
		<b>TOTAL</b>	<b>\$ 101,075.89</b>