

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
CONSTRUCTION & MAINTENANCE BY A LOCAL GOVERNMENT (ON-SYSTEM)**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of San Antonio, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code, §201.103 and §222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, Transportation Code, §201.209 allows the State to enter into an interlocal agreement with a Local Government; and,

WHEREAS, Texas Transportation Code §221.002 provides that the Governing Body of a Municipality may enter into an agreement with the Texas Transportation Commission for the improvement by the Local Government of the state highway system, including maintenance;

WHEREAS, the Local Government desires to design, construct, and maintain street lighting improvements in the right of way of Loop 368 @ Humphrey Ave., a roadway on the state highway system; and

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement for design, construction and maintenance of the Project as identified in Exhibit A;

WHEREAS, the State has determined that such improvements is in the best interest of the citizens of the State;

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. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect unless terminated as provided below.

2. Scope of Work

The Local Government will design, construct, and maintain the project as shown on the construction plans entitled "CPS Energy; 2800 Broadway; Install 6 Single 250W/240V Cobrahead Street Lights for City of San Antonio Children's Museum; Street Light Project", hereinafter referred to as Exhibit A.

3. Termination of this Agreement

This agreement shall remain in effect unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The State determines that the performance of the Project is not in the best interest of the State.

4. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

5. Remedies

The State will notify the Local Government, in writing, if the State determines that the Local Government is not maintaining the Project in accordance with this agreement. The Local Government will have thirty (30) days to cure. If the non-compliance is not cured within thirty (30) days, the State will perform the maintenance and the Local Government will be responsible for that cost. This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. Compliance with Texas Accessibility Standards and ADA

The Local Government shall ensure that maintenance is in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

7. Notice

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 addresses:

Local Government:	State:
City of San Antonio Transportation and Capital Improvements P.O. Box 839966 San Antonio, Texas 78283	San Antonio District Texas Department of Transportation P.O. 29928 San Antonio, Texas 78229-0928

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

8. Legal Construction

This document does not convey any real property interests. 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 and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

9. Responsibilities of the Parties

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents. The parties expressly agree that this Project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or enterprise, then the Local Government agrees to pay any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of this Project, including attorney fees which may be incurred in litigation or otherwise resisting said claim or liabilities.

10. Compliance with Laws

The parties shall comply with all 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 Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

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

12. State Auditor

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.

13. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance, attached as Exhibit B, verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

14. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

District Engineer

Date

Exhibits:

- A- Construction Plans
- B- Certificate of Insurance (Form 1560)

NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.

The **SIGNATURE** of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word **STATUTORY**, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or **ACCIDENT INSURANCE** is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or **CONTRACTOR LIABILITY INSURANCE** is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
	\$100,000 each occurrence
Property Damage	\$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

MAIL ALL CERTIFICATES TO:

Texas Department of Transportation
CST – Contract Processing Unit (RA/200 – 1st Fl.)
125 E. 11th Street
Austin, TX 78701-2483
512/416-2540 (Voice), 512/416-2536 (Fax)

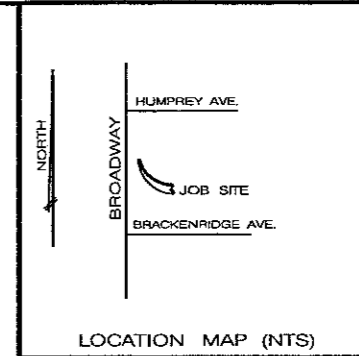


CONSTRUCTION COMPLETED
BY: _____
DATE: _____
CONST. CTR: _____

UNDERGROUND DISTRIBUTION ENGINEERING									
WORK REQUEST NO.		WORK REQUEST TITLE / ADDRESS							
1781268		2800 BROADWAY							
PLANNED BY	PHONE	CELL PHONE	DATE PLANNED	NOTES					
M. BARRERA	353-2952	218-6080	10/30/13	INSTALL 6 SINGLE 250W/240V COBRAHEAD STLT. FOR CITY OF SAN ANTONIO SAN ANTONIO CHILDREN'S MUSEUM ST. LT. PROJECT.					
REVIEWED BY	PHONE	CELL PHONE	DATE REVIEWED						
M. ROBLES	353-3758	-	10/31/13						
CUSTOMER CONTACT	PHONE	CELL PHONE	OH W/F NO.						
S. CASEY	353-2842	-	N/A						
GRID NO.	CIRCUIT NO.	TOTAL LOAD	SCALE	PAGE					
2136184-13712235	F536	NA	N.T.S.	1 OF 1					

CPS CABLE SCHEDULE FOR INSTALL

1	2	307'	INSTALL #2 AL 600V TRIPLEX CABLE
2	3	118'	INSTALL #2 AL 600V TRIPLEX CABLE
4	5	118'	INSTALL #2 AL 600V TRIPLEX CABLE
5	6	118'	INSTALL #2 AL 600V TRIPLEX CABLE
6	7	118'	INSTALL #2 AL 600V TRIPLEX CABLE
7	8	247'	INSTALL #2 AL 600V TRIPLEX CABLE
TOTAL INSTALLED		1026'	OF #2 AL 600V TRIPLEX CABLE



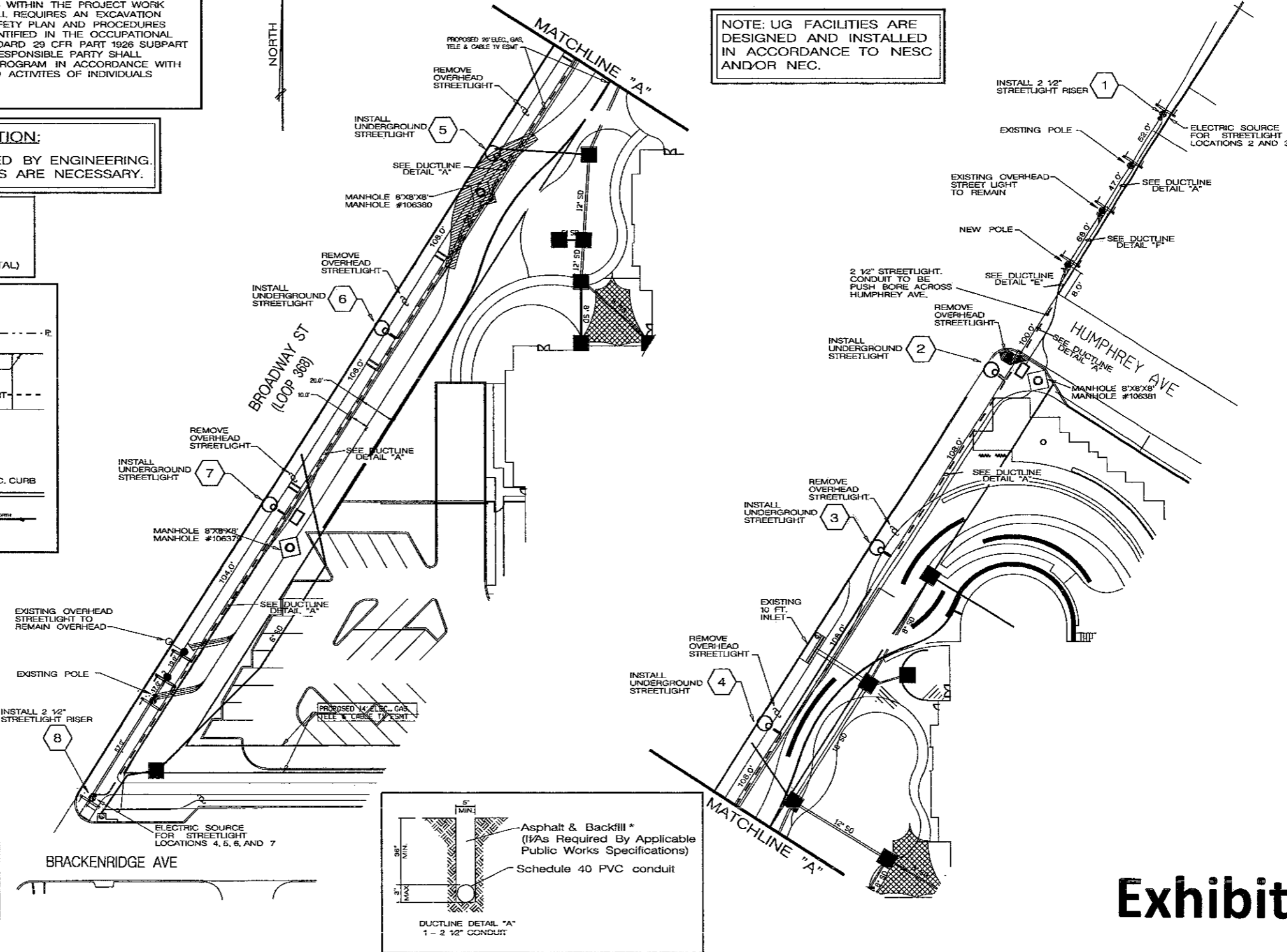
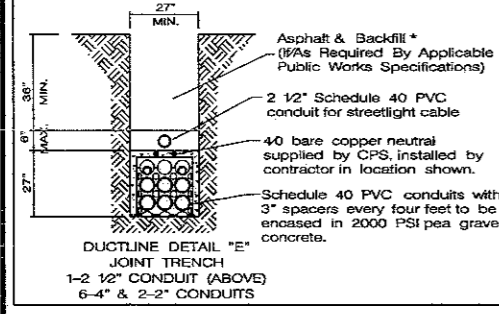
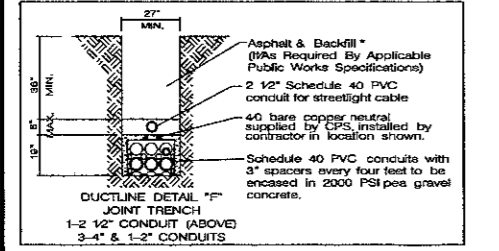
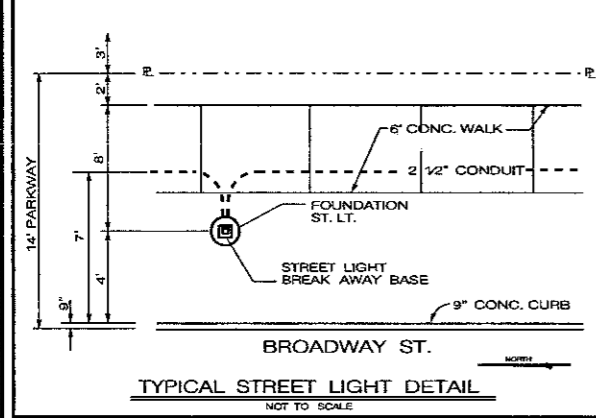
IMPORTANT
EXCAVATION SAFETY PLAN AND PROCEDURES

CPS ENERGY CONSTRUCTION PERSONNEL OR CPS ENERGY'S CONTRACTOR (IN THE CASE OF CONTRACTED PROJECTS) SHALL REVIEW THESE PLANS, SKETCHES, SPECIFICATIONS AND ANTICIPATED EXCAVATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IDENTIFY EXCAVATIONS THAT WILL REQUIRE AN EXCAVATION SAFETY PLAN AND PROCEDURE. THE EXCAVATION SAFETY PLAN AND PROCEDURES SHALL MEET OR EXCEED ALL REQUIREMENTS AS IDENTIFIED IN THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION'S (OSHA) STANDARD 29 CFR PART 1926 SUBPART P-EXCAVATIONS (7-1-94 EDITION). SPECIFICALLY, THE RESPONSIBLE PARTY SHALL DEVELOP AND IMPLEMENT AN EXCAVATION SAFETY PROGRAM IN ACCORDANCE WITH OSHA'S STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND ANY EXCAVATION.

INSPECTION NOTE:
CPS TO INSTALL RISER POLES AND STANDOFF BRACKETS BEFORE THE CONTRACTOR INSTALLS CONDUIT. IT IS ESSENTIAL THAT AN INSPECTION OF THE CONDUIT BE MADE BY A CPS INSPECTOR PRIOR TO AND AFTER THE POURING OF FLOWABLE FILL. CALL 353-6850 TO ARRANGE FOR THE INSPECTION. TWENTY-FOUR HOURS ADVANCE NOTICE IS REQUIRED WHEN CALLING FOR AN INSPECTION BE PREPARED TO REFERENCE WORK REQUEST NUMBER AND ADDRESS SHOWN ON THIS COPY. CALL BETWEEN 7:00 A.M. AND 3:30 P.M. MONDAY - FRIDAY.

NOTE TO CONSTRUCTION:
ALL FIELD CHANGES MUST BE APPROVED BY ENGINEERING. PLEASE CALL PLANNER IF ANY CHANGES ARE NECESSARY.

- LEGEND**
- EXISTING 2 1/2" CONDUIT
 - - - PROPOSED 2 1/2" CONDUIT
 - ⊙ PROPOSED 250W/240V COBRAHEAD STREET LIGHT W/SINGLE 8' ARM. (6 TOTAL)



NOTE: UG FACILITIES ARE DESIGNED AND INSTALLED IN ACCORDANCE TO NESC AND/OR NEC.

Exhibit A

FOUNDATION, STREETLIGHT, 32'-8" MTG HGT, ON 15" BREAKAWAY BASE

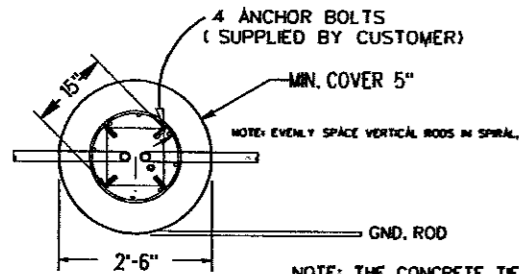


NOTE:
EACH FOUNDATION POUR SHALL BE MONOLITHIC. THERE SHALL BE NO COLD JOINTS. A COLD JOINT IS ANY SURFACE WHERE PLASTIC AND HAS BEGUN TO HARDEN; PLASTIC CONCRETE IS RESPONSIVE TO VIBRATION AND THE VIBRATION ENTERS THE CONCRETE UNDER ITS OWN WEIGHT (ACI 304-73).

RESTEEL SCHEDULE FOR ONE FOUNDATION

BAR	QUANTITY	SIZE	SHAPE	LENGTH	EST. WT. POUNDS
A	8	#7	STR.	7'-6"	122.6
B	1	#3	SPRAL	10'-5"	41.1

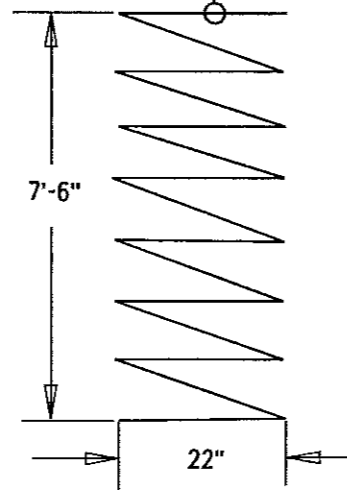
TOTAL EST. WT. = 163.7 POUNDS



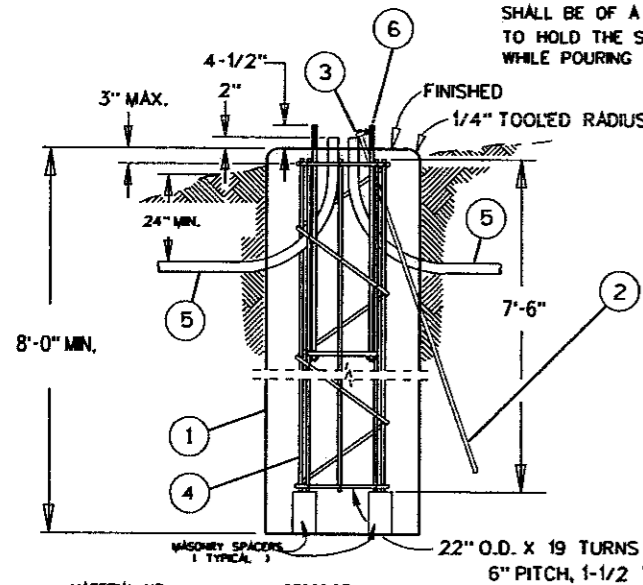
NOTE: ALL RESTEEL, GRADE = 60 WITH EXEPTION OF SPIRAL, GRADE = 40

1-1/2 TURNS TOP AND BOTTOM

NOTE: THE CONCRETE, TIE WIRE AND SPACER BLOCKS SHALL BE SUPPLIED BY THE CONTRACTOR. THE TIE WIRE SHALL BE OF A SUFFICIENT STRENGTH TO HOLD THE STEEL TOGETHER WHILE POURING THE CONCRETE.

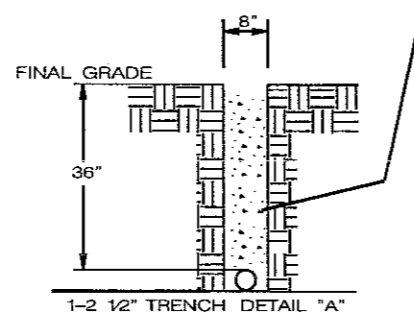


DETAIL BAR "B"
(22" O.D. X 19 TURNS)



MATERIAL NO.	DESCRIPTION
① 000900010	CONCRETE, READY MIX, 3000 PSI
② 0001027140	ROD, GRD., COPPER-CLAD, 5/8" X 8"
③ 0001026660	CLAMP, GRD., ROD, 5/8"
④ 0001016751	STEEL, REINF., STLT, FOUND
⑤ 0001027985	ELBOW, PVC, SCHED. 40, 90 DEG., 24" RAD., 2" DIA.
⑥ 0001016751	FOUNDATION BOLTS 30" BOLT W/ 1" DIA.

Schedule 40 PVC conduit to be encased in flowable fill.



U-S-052-4-3

(U.G.) CONSTRUCTION STANDARD

BS BS TM
18/853/87 5/93

5'
6"
18" ± 1/16"
12' TRUSS TYPE BRACKET
POLE LENGTH
HAND HOLE
I. D. TAG
BASE SUPPLIED BY OTHERS
13" B.C.
15" B.C.
SECTION A-A SHAFT BASE 25' POLE LENGTH
SECTION A-A SHAFT BASE 35' AND 45' POLE LENGTH

1 1/2" WIRING ACCESS HOLE
DRAIN PROVISION SLOT
SIMPLEX BRACKET ATTACHMENT
PLATE GUSSET 2 REQUIRED
MAST ARM
POLE SIMPLEX
ARM SIMPLEX
BRACKET TO POLE SHAFT CONNECTION

POLE SHAFT SIZE		
POLE LENGTH (FT.)	MAX. BKT. SPAN (FT.)	SHAFT SIZE
25 SNG	12	7" X 3.5" X 25' X 11GA
25 DBL	12	7" X 3.5" X 25' X 11GA
35 SNG	12	8.5" X 3.6" X 35' X 11GA
35 DBL	12	9.0" X 4.1" X 35' X 11GA
45 SNG	12	10.0" X 3.7" X 45' X 11GA
45 DBL	12	10.5" X 4.2" X 45' X 10GA

SPECIFICATION 377-24
DRAWING 1 OF 1

CPS ENERGY
APPROVED: 5-21-08