CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: **Engineering**

AGENDA DATE: **April 1, 2008**

CONTACT PERSON/PHONE: **R. Alan Shubert, P.E. (541-4423)**

DISTRICT(S) AFFECTED: **Districts 1 and 8**

SUBJECT:
This resolution authorizes the City Manager to sign a Local Project Advance Funding Agreement (LPAFA) between the City of El Paso and the State of Texas through the Texas Department of Transportation (TXDOT) for rehabilitation and upgrade of Oregon Street from San Jacinto Plaza to Glory Road.

BACKGROUND / DISCUSSION:
This project is a corollary project to the phase 1 BRT project for a route from downtown El Paso servicing the Rio Grande Community College Campus, the medical facilities along Oregon corridor and the University of Texas at El Paso. The scope of this agreement with TXDOT addresses the street portion of the corridor to include pavement rehabilitation. The transit-funded portion covers from curb to property line and addresses specific transit amenities to identify the corridor as a BRT route. The rehabilitation portion of the project is estimated at $5,011,871. City match has been reduced by 53% through the Economic Disadvantaged Counties Adjustment to $447,590.

PRIOR COUNCIL ACTION:

None.

AMOUNT AND SOURCE OF FUNDING:

Estimated city match is $447,590 currently programmed in FY2006 C.O.s.
Funding information is:
Project Number: PCP06ST022
Fund: 27263 (FY 2006 C.O.s)

BOARD / COMMISSION ACTION:
N/A

CITY CLERK DEPT.
06 MAR 24 PM 2:21

********** REQUIRED AUTHORIZATION **********

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____
(Example: if RCA is initiated by Engineering, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Local Project Advance Funding Agreement (LPAFA) between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation ("State"). The scope of work for this Agreement is described as the rehabilitation and upgrade to Oregon Street from Glory Road to San Jacinto Plaza.

ADOPTED this the _____ day of _____, 2008.

THE CITY OF EL PASO

_____
John Cook
Mayor

08 MAR 24 PM 2:21
TY CLERK DEPT.

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Patricia D. Adauto
Patricia D. Adauto, Deputy City Manager for Development and Infrastructure Services

Document #: 34898
Document Name: Lpafa/rehab Oregon Street
Document Author: LCUE

CSJ # 0924-06-313
District # 24
Code Chart 64 # 13400
Project: Oregon Street Rehabilitation

CITY CLERK DEPT.
08 MAR 23 PM 3:15

STATE OF TEXAS §

COUNTY OF TRAVIS §

LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For an STP – Metro Mobility Project
(Off State System)

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 El Paso, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

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

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

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 Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. Scope of Work.
   The scope of work for this LPAFA is described as rehabilitation and upgrade to Oregon Street from Glory Road to San Jacinto Plaza.
5. Right of Way and Real Property shall be the responsibility of the Local Government, as stated in the Master Agreement, without exception.
6. Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement without exception.

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

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

9. Architectural and Engineering Services will be provided by the Local Government, as stated in the Master Agreement, without exception. The Local Government is responsible for performance of any required architectural or preliminary engineering work. The State may review and comment on the work as required to accomplish the public purposes of the State. The Local Government will cooperate fully with the State in accomplishing these local public purposes to the degree permitted by State and Federal law. The engineering plans shall be developed in accordance with the applicable State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, and the special specifications and special provisions related thereto, the latest edition and revisions of the State's Roadway Design Manual or the American Association of State Highway and Transportation Officials A Policy on Geometric Design of Highways and Streets.

10. Construction Responsibilities will be carried out by the Local Government, as stated in the Master Agreement, without exception.

11. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.

12. Local Project Sources and Uses of Funds
    a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify with the State that the Federal Letter of Authority has been issued for the work covered by this Agreement.
    b. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
    c. The Local Government is responsible for all non-federal and non-state funding, including all project cost overruns, unless provided for through amendment of this agreement.
    d. The State will reimburse the Local Government for properly supported costs incurred under the terms and conditions of the agreement. The reimbursement of costs will only include those applicable federal participating funds. The Local Government shall submit the State's Form 132, billing Statement, or other type of invoice approved by the State. All billing statements or invoices shall be properly documented, as summarizing the costs by description of work performed and other incidental costs. The State will make payment to the Local Government within thirty (30) days from receipt of the Local Government's request for payment, provided that the request is properly prepared, executed and documented. Unsupported charges or charges after final acceptance by the State will not be considered eligible for reimbursement. If applicable or necessary the State will prepare a final audit upon completion of the services authorized herein or at any time an audit is deemed to be in the best interest of the State. After execution of this LPAFA, but prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund" in the amount specified in Attachment C as the local contribution for Administrative Costs. The Local Government will pay at a minimum its funding share for

this estimated cost of Administrative Costs as stated in the Local Project Sources and Uses of Funds provision of the Master Agreement.

e. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

f. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

g. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

h. 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. Document and Information Exchange. The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider.

14. Incorporation of Master Agreement Provisions. This LPAFA incorporates all of the governing provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein.

15. 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 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.

16. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

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

THE LOCAL GOVERNMENT

By: _____
Joyce Wilson, City Manager

Date: _____

APPROVED AS TO CONTENT:

Patricia D. Adauto
Patricia D. Adauto
Deputy City Manager
for Development & Infrastructure Services

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Assistant City Attorney

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: _____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date: _____

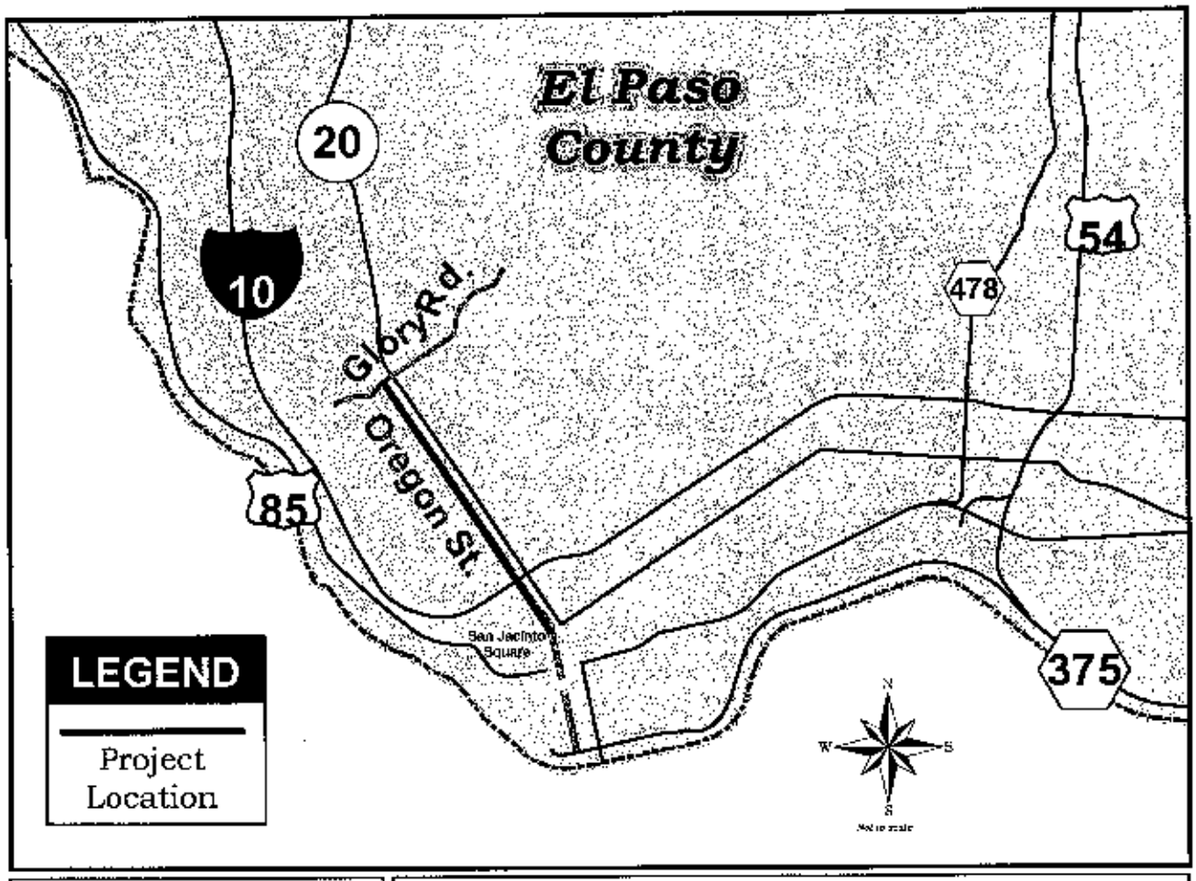
ATTACHMENT A

RESOLUTION OF LOCAL GOVERNMENT APPROVING THIS LPAFA

CSJ # 0924-06-313
District # 24
Code Chart 64 # 13400
Project: Oregon Street Rehabilitation

ATTACHMENT B

PROJECT LOCATION MAP
City of El Paso, Texas



Texas Department of Transportation
EL PASO DISTRICT

CSJ 0924-06-313
Oregon Street Rehabilitation

CSJ # 0924-06-313
District # 24
Code Chart 64 # 13400
Project: Oregon Street Rehabilitation

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Description	Total Estimate Cost	Federal Participation	State Participation	Local Participation		
		80% Match	EDC Adjustment 53%	Prior to EDC 20% Match	EDC Adjustment 53%	Actual Participation
Land (no cash contribution)						
Utilities (no cash contribution)						
Environmental (no cash contribution)						
Preliminary Engineering	$393,520	$314,816	$41,713	$78,704	$41,713	$36,991
Construction	$3,935,200	$3,148,160	$417,131	$787,040	$417,131	$369,909
SUBTOTAL	$4,328,720	$3,462,976	$458,844	$865,744	$458,844	$406,900
Direct State Costs (administration costs which include plan review, inspection and oversight)	$432,872	$346,298		$86,574	$45,884	$40,690
Indirect State Costs (no local participation required except for service projects)	$250,279	$200,223	$50,056			
TOTAL	$5,011,871	$4,009,497	$508,900	$952,318	$504,728	$447,590
Payment due prior to any work by the State	*N/A*					$40,690
No Payment Required: Balance of Local Participation by Reimbursable type of agreement	*N/A*					$406,900

Total participation required from the local government = $447,590