

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

**DEPARTMENT:** Engineering

**AGENDA DATE:** April 29, 2008

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

**DISTRICT(S) AFFECTED:** Districts 5, 6 and 7

**SUBJECT:**

Resolution that the City Manager be authorized to sign a First Amendment to the 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") for the construction of asphalt bicycle paths , with signage and striping on various City streets. The Amendment provides that the architectural and engineer services and construction management be provided by the City and provides for reimbursement of costs incurred in the performance of these services.

**BACKGROUND / DISCUSSION:**

Council had previously approved the LPAFA for the construction of these bicycle paths. However, developments within TXDOT have limited their ability to manage projects for local entities. This amendment transfers project management responsibilities including design and construction from TXDOT to the City of El Paso. There is no increase in the project budget and no change in the scope of work. Project total is \$2,059,540.56 to create bicycle paths in compliance with the City's Bike Path Plan along Trowbridge, Trawood, Montwood, Viscount, Riverside Drive, Yarbrough, Delta and Hunter Drives. The City match has been reduced to 10% of the total project costs after the Economically Disadvantaged County adjustment is applied. City match is \$194,858.50.

**PRIOR COUNCIL ACTION:**

Council approved the initial LPAFA on August 22, 2006.  
Council has also approved funding through the 2006 C.O.s for Transportation Improvement Program matches.

**AMOUNT AND SOURCE OF FUNDING:**

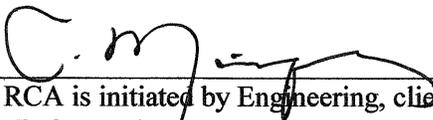
\$194,858.50 available in project PCP06ST022A Bicycle Paths, Fund 27263 – 2006 C.O.s Account 508027.

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\* 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:** \_\_\_\_\_

CITY CLERK DEPT.  
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**RESOLUTION**

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

That the City Manager be authorized to sign a First Amendment to the 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") for the construction of asphalt bicycle paths, with signage and striping on various City streets. The Amendment provides that the architectural and engineer services and construction management be provided by the City and provides for reimbursement of costs incurred in the performance of these services.

**ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.**

THE CITY OF EL PASO

\_\_\_\_\_  
John Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

CITY CLERK DEPT.  
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APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Lupe Cuellar  
Assistant City Attorney

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

**AGREEMENT  
(Congestion Mitigation and Air Quality Project)**

**AMENDMENT #1**

**THIS AMENDMENT IS MADE BY AND BETWEEN** the State of Texas, acting through the Texas Department of Transportation hereinafter called the "State", and the City of El Paso, Texas, acting by and through its duly authorized officials, hereinafter called the "Local Government".

**WITNESSETH**

**WHEREAS**, the State and the Local Government executed a contract on January 19, 2007 to effectuate their agreement for construction of an asphalt bicycle path with signage and striping on various City streets.

**WHEREAS**, it has become necessary to amend that contract to change the work or the funding agreement described in that contract; and,

**WHEREAS**, the State has determined that such participation 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, the State and the Local Government do agree as follows:

**AGREEMENT**

Article 1. Description of Amended Items

Provision 9. is amended to the following:

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

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District # 24  
Code Chart 64 # 13400  
Project: Bicycle Paths

or the American Association of State Highway and Transportation Officials A Policy on Geometric Design of Highways and Streets.

Provision 10. is amended to the following:

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

Provision 12 d. is amended to the following:

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.

All other provisions of the original contract are unchanged and remain in full force and effect.

## Article 2. Signatory Warranty

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

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**IN WITNESS WHEREOF, THE STATE AND THE SPONSOR** have executed duplicate counterparts to effectuate this agreement.

**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, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

**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: \_\_\_\_\_

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