

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Department of Transportation

AGENDA DATE: Consent Agenda: August 2, 2011

CONTACT PERSON NAME AND PHONE NUMBER: Ted Marquez, P.E., (915) 621-6814.
Marqueztx@elpasotexas.gov

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign nine Local Project Advance Funding Agreements (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 the Agreements are described as the installation of school zone flashers within the vicinity of schools located in the El Paso Independent School District, Socorro Independent School District and Ysleta Independent School District areas as part of the Safe Routes to School Program. There is no cost to the city.

BACKGROUND / DISCUSSION:

The Texas Department of Transportation commissioned proposals across the state for FY 2009 program call for the Safe Routes to School (SRTS). The City submitted applications for schools within the El Paso, Ysleta, and Socorro Independent School Districts. The program supports projects increasing safety and convenience for elementary and middle school children to bicycle and walk to and from school. This is 100% federally funded program with no match required. On May 27, 2010, the Texas Transportation Commission approved \$54,083,100.00 worth of projects statewide. The City was awarded 9 projects totaling \$3,145,954.00 in construction funds for the installation of school zone safety flashers. This Resolution authorizes the City Manager to sign the LAPFA agreements necessary to move forward with the design and construction of the approved flashers.

PRIOR COUNCIL ACTION:

City Council authorized the application made by the City to the Texas Department of Transportation for the 2009 Program Call for proposed projects eligible to receive funding under the Safe Routes to School (SRTS) Program on December 22, 2009.

AMOUNT AND SOURCE OF FUNDING:

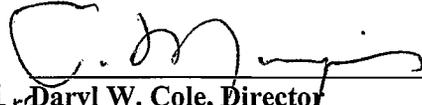
Funding is 100% through Federal Sources

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:


Daryl W. Cole, Jr., Director
Department of Transportation

Information copy to appropriate Deputy City Manager

RESOLUTION

That the City Manager be authorized to sign nine Local Project Advance Funding Agreements (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 the Agreements are described as the installation of school zone flashers within the vicinity of schools located in the El Paso Independent School District, Socorro Independent School District and Ysleta Independent School District areas as part of the Safe Routes to School Program. There is no cost to the city.

ADOPTED this the ____ day of _____, 2011.

THE CITY OF EL PASO

John Cook
Mayor

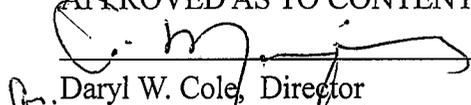
ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:



Daryl W. Cole, Director
Department of Transportation

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

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VARIOUS Districts

Pursuant to Title 43, TAC §§25.500 – 25.505, Safe Routes to School Program, the Texas Transportation Commission (commission) may distribute designated federal funds to the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

A call for project applications for the Safe Routes to School Program, opening on August 28, 2009 and closing on November 30, 2009 was published in the *Texas Register* on August 17, 2009. The call requested applications for infrastructure and non-infrastructure projects. The Texas Department of Transportation Bicycle Advisory Committee and the project evaluation committee evaluated projects based on methodology developed in accordance with the selection criteria, pursuant to Title 43, TAC, §25.504. The Director of Traffic Operations reviewed the recommendations of the committees and compiled the recommendation for the commission.

In selecting the projects shown in Exhibit A, Infrastructure Projects, and Exhibit B, Non-Infrastructure Projects, the commission, pursuant to Title 43, TAC, §25.504, considered:

- the recommendations of the Director of Traffic Operations
- safety of the traveling public
- safety in and around school areas
- funding availability

IT IS THEREFORE ORDERED by the commission that the SAFE ROUTES TO SCHOOL PROGRAM – 2009 PROGRAM CALL projects, as shown in Exhibits A and B are approved and the executive director is directed to enter into any necessary agreements and proceed in the most feasible and economical manner with program development at an estimated infrastructure construction cost of \$45,645,172 and non-infrastructure project cost of \$8,437,928. Federal funding will consist of \$54,083,100 apportioned under Section 1404 of Public Law 109-59, SAFETEA-LU.

Submitted and reviewed by:

Carol Y. Kauton, P.E.
Director, Traffic Operations Division

Recommended by:

STE S.
Executive Director

112268 MAY 27 10

Minute Number Date Passed



**Safe Routes to School (SRTS) Program
2009 Program Call
Infrastructure Projects**

District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
Austin	Bastrop	City of Elgin	County Line Road Safe Walking and Biking to Neidig Elementary and Elgin Middle School	Construct Sidewalks	\$343,500
Austin	Bastrop	Texas Department of Transportation	Critical Safe Routes to School Pedestrian/Bicyclist Infrastructure for FM 1100 in Elgin, TX	Construct Sidewalks, Install Crosswalks, Construct Pedestrian Bridge	\$499,200
Austin	Bastrop	City of Smithville	Smithville's Safe Routes to School Program	Construct Bike/Ped Path, Install Crosswalks, Install School Zone Signs	\$212,789
Austin	Blanco	City of Johnson City	City of Johnson City Safe Routes to School - Phase 1	Construct Sidewalks, Install Crosswalks	\$496,380
Austin	Hays	City of Buda	City of Buda 2009 Safe Routes to School Improvements	Construct Sidewalks, Construct Bike/Ped Path, Construct Pedestrian Bridge	\$500,000
Austin	Travis	City of Austin	City of Austin Safe Routes to School Project	Construct Sidewalks	\$500,000
Austin	Williamson	City of Georgetown	Mitchell Elementary Safe Route to School Implementation	Construct Sidewalks, Install Crosswalks, Install School Zone Flashers	\$399,280
Bryan	Brazos	City of Bryan	Johnson Elementary	Construct Sidewalks, Construct Bike/Ped Path, Install Crosswalks, Install School Zone Flasher	\$141,091
Bryan	Brazos	City of Bryan	Bonham Elementary	Construct Sidewalks, Construct Bike/Ped Path, Install Crosswalks, Install School Zone Flasher	\$160,603
Bryan	Brazos	City of Bryan	Navarro Elementary	Construct Sidewalks, Install Crosswalks, Install School Zone Flashers	\$205,410
Bryan	Brazos	City of Bryan	Crockett Elementary	Construct Sidewalks, Install Crosswalks, Install School Zone Flashers	\$118,857
Bryan	Walker	City of Huntsville	Huntsville Intermediate and Scott Johnson Elementary Phase 1	Construct Sidewalks, Construct Bike/Ped Path, Install Bicycle Lane	\$249,375
Bryan	Walker	City of Huntsville	Huntsville Intermediate and Scott Johnson Elementary Phase 2	Construct Sidewalks, Construct Bike/Ped Path, Install Bicycle Lane	\$253,480
Bryan	Walker	City of Huntsville	Huntsville Intermediate and Scott Johnson Elementary Phase 3	Construct Sidewalks, Construct Bike/Ped Path, Install Bicycle Lane	\$278,080
Bryan	Walker	City of Huntsville	Mance Park Middle School	Construct Sidewalks, Construct Bike/Ped Path, Install Bicycle Lane	\$125,695
Bryan	Walker	City of Huntsville	Mance Park Middle School and Sam Houston Elementary School	Construct Sidewalks, Construct Bike/Ped Path, Install Bicycle Lane	\$228,305
Corpus Christi	San Patricio	City of Sinton	Sinton Sidewalk Development Project	Construct Sidewalks, Install School Zone Signs, Install Speed Feedback Signs	\$500,000
Dallas	Collin	City of Murphy	North Murphy Road Pedestrian Enhanced Crosswalks and Traffic Calming.	Redesign Crosswalks and Traffic Calming Devices	\$406,200
Dallas	Collin	City of Farmersville	City of Farmersville Pedestrian Walkway Improvements	Construct Sidewalks, Install School Zone Flasher, Install Speed Feedback Signs	\$484,500
Dallas	Collin	City of Murphy	Sidewalks for Safe Walking and Biking Routes to Murphy Middle School	Construct Sidewalks, Install Crosswalks	\$443,301
Dallas	Dallas	City of Rowlett	City of Rowlett Safe Routes to School Infrastructure Project	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	\$166,283
Dallas	Dallas	City of Richardson	Richland Elementary SRTS Application	Construct Sidewalks, Construct ADA Compliant Ramps	\$343,250
Dallas	Dallas	City of Richardson	Yale Elementary SRTS Application	Construct Sidewalks, Construct ADA Compliant Ramps, Construct Bike Lanes	\$479,000



**Safe Routes to School (SRTS) Program
2009 Program Call
Infrastructure Projects**

District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
Dallas	Denton	City of Krum	Krum Pedestrian Pathways Project - DES	Construct Sidewalks, Install School Zone Signs, Install Speed Feedback Signs	\$356,525
Dallas	Denton	City of Krum	Krum Pedestrian Pathways Project - KEEC/DIS/KMS	Construct Sidewalks, Install School Zone Signs, Install Speed Feedback Signs, Install School Zone Flashers	\$495,250
Dallas	Kaufman	City of Terrell	Terrell Independent School District, Safe Routes to School	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	\$419,110
Dallas	Rockwall	City of Heath	City of Heath SRTS Plan, Pullen Elementary and Cain Middle School No. 1	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	\$243,715
Dallas	Rockwall	City of Heath	City of Heath Safe Routes to School Plan for Amy Parks-Heath Elementary School Project 2	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	\$216,841
Dallas	Rockwall	City of Heath	City of Heath Safe Routes to School Plan for Amy Parks-Heath Elementary School Project 3	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	\$265,640
Dallas	Rockwall	City of Heath	City of Heath Safe Routes to School Plan for Amy Parks-Heath Elementary School Project 4	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	\$294,387
El Paso	El Paso	Town of Horizon City	Infrastructure Improvements for Desert Hills Elementary School	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	\$366,705
El Paso	El Paso	Town of Horizon City	Infrastructure Improvements for Frank Macias Elementary School	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	\$425,505
El Paso	El Paso	Town of Horizon City	Infrastructure Improvements for Horizon Heights Elementary School	Construct Sidewalks	\$494,856
El Paso	El Paso	Town of Horizon City	Infrastructure Improvements for Horizon Middle School	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	\$360,495
El Paso	El Paso	Town of Horizon City	School Zone Flasher Installation for 6 Campuses in the Town of Horizon City	Install School Zone Flashers	\$247,140
El Paso	El Paso	City of Socorro	City of Socorro Campestre Elementary SRTS Infrastructure Project	Construct Sidewalks, Install Crosswalks, Install School Zone Signs, Install School Zone Flashers	\$497,698
El Paso	El Paso	City of Socorro	City of Socorro Escontrias Elementary SRTS Infrastructure Project	Construct Sidewalks, Install School Zone Flashers, Widen Waterway Bridge	\$499,995
El Paso	El Paso	City of Socorro	City of Socorro Hilley Elementary School SRTS Project	Construct Sidewalks, Install School Zone Flashers, Widen Waterway Bridge	\$499,982
El Paso	El Paso	City of Socorro	City of Socorro Hueco Elementary School SRTS Project	Construct Sidewalks, Install School Zone Flashers	\$499,685
El Paso	El Paso	City of Socorro	City of Socorro Rojas Elementary SRTS Infrastructure Project	Construct Sidewalks, Install School Zone Flashers	\$499,808
El Paso	El Paso	City of Socorro	City of Socorro Salvador H. Sanchez Middle School SRTS Infrastructure Project	Construct Sidewalks, Install School Zone Flashers, Widen Waterway Bridge	\$499,490
El Paso	El Paso	City of Socorro	City of Socorro, Socorro Middle School SRTS Infrastructure Project	Construct Sidewalks, Install School Zone Flashers, Widen Waterway Bridge	\$499,989
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project Socorro Independent School District	Install School Zone Flashers	\$356,837
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project EPISS Central Business District	Install School Zone Flashers	\$376,100
El Paso	El Paso	City of Socorro	City of Socorro Ernesto Serna Elementary and Middle School SRTS Infrastructure Project	Construct Sidewalks, Install School Zone Flashers, Widen Waterway Bridge	\$499,888
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project EPISS Central Region	Install School Zone Flashers	\$376,100



**Safe Routes to School (SRTS) Program
2009 Program Call
Infrastructure Projects**

District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project EPISD North Central Region	Install School Zone Flashers	\$376,100
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project EPISD Northern Region	Install School Zone Flashers	\$376,100
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project EPISD West Region	Install School Zone Flashers	\$376,100
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project YISD Mission Valley and Northeast Regions	Install School Zone Flashers	\$376,100
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project YISD North Region	Install School Zone Flashers	\$376,100
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project YISD South Region	Install School Zone Flashers	\$156,417
Fort Worth	Tarrant	City of Richland Hills	Richland Elementary - Infrastructure Improvements (Sidewalks, ADA Ramp, Signs & Pavement Markings)	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	\$491,616
Fort Worth	Tarrant	City of Fort Worth	Safe Routes to School 2009 - Keller ISD	Redesign Crosswalks, Construct Pedestrian Refuge, Install Bike Lane, Install Speed Feedback Signs	\$254,569
Fort Worth	Tarrant	City of Richland Hills	Binion Elementary - Infrastructure Improvements (Sidewalks, ADA Ramp, Signs & Pavement Markings)	Construct Sidewalks, Construct ADA Ramps, Install Signs, Install Pavement Markings	\$499,036
Fort Worth	Tarrant	City of Richland Hills	Richland Middle School-Infrastructure Improvements (Sidewalks, ADA Ramp, Signs & Pavement Markings)	Construct Sidewalks, Construct ADA Ramps, Install Signs, Install Pavement Markings	\$497,880
Fort Worth	Tarrant	City of Keller	City of Keller "Safe Routes to School" Infrastructure Project	Construct Sidewalks, Install Crosswalks	\$443,658
Fort Worth	Tarrant	City of Haltom City	Academy at West Birdville - Sidewalks, ADA Ramp, Signs & Pavement Markings	Construct Sidewalks, Construct ADA ramps, Install signs, Install pavement markings	\$272,200
Fort Worth	Tarrant	City of Haltom City	Haltom Middle School - Sidewalks, ADA Ramp, Signs & Pavement Markings	Construct Sidewalks, Construct ADA ramps, Install signs, Install pavement markings	\$395,397
Fort Worth	Tarrant	City of Haltom City	North Oaks Middle School - Sidewalks, ADA Ramp, Signs & Pavement Markings	Construct Sidewalks, Construct ADA ramps, Install Signs, Install Pavement Markings	\$428,993
Houston	Harris	Harris County Precinct Two	Pedestrian Way Improvements, Alice Johnson Jr High, Channelview ISD, Harris County Precinct 2	Construct Sidewalks	\$453,500
Houston	Harris	West Harris County Municipal Utility District No 9	Bang Elementary White Oak Bayou Multi-Use Trail	Construct Multi-Use Trail	\$500,000
Lufkin	Nacogdoches	City of Nacogdoches	Carpenter Elementary School Sidewalk Project	Construct Sidewalks, Install Crosswalks	\$435,973
Paris	Franklin	City of Mount Vernon	Safe Routes to Mount Vernon ISD Improvements	Construct Sidewalks, Install Signs, Install Pavement Markings	\$399,110
Paris	Hunt	City of Commerce	City of Commerce, Texas 2009 Safe Routes to School Project	Construct Sidewalks	\$434,000
Paris	Hunt	City of Greenville	City of Greenville - Bowie Elementary School Safe Routes Infrastructure Improvements	Construct Sidewalks, Install Signs, Install Pavement Markings	\$423,965
Paris	Hunt	City of Greenville	City of Greenville - Carver Elementary School Safe Routes Infrastructure Improvements	Construct Sidewalks, Install Signs, Install Pavement Markings	\$431,855
Paris	Hunt	City of Greenville	City of Greenville - Crockett Elementary School Safe Routes Infrastructure Improvements	Construct Sidewalks, Install Signs, Install Pavement Markings	\$324,535
Paris	Hunt	City of Greenville	City of Greenville - Lamar Elementary School Safe Routes Infrastructure Improvements	Construct Sidewalks, Install Signs, Install Pavement Markings	\$425,125



**Safe Routes to School (SRTS) Program
2009 Program Call
Infrastructure Projects**

District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
Paris	Lamar	City of Paris	City of Paris, TX and Paris ISD SRTS Infrastructure Project	Construct Sidewalks, Install Crosswalks, Install Signs, Install Bike Lane	\$360,000
Pharr	Cameron	City of Los Fresnos	Project Lanes Los Fresnos ISD	Construct Sidewalks	\$346,225
Pharr	Hidalgo	City of La Feria	La Feria Lanes to Learning: Safety for Students	Construct Sidewalks, Install Crosswalks, Install School Zone Flashers	\$500,000
Pharr	Hidalgo	City of Edinburg	Eisenhower Elementary School and Memorial Middle School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$370,000
Pharr	Hidalgo	City of Edinburg	Villarreal and Monte Cristo Elementary Schools SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$380,760
Pharr	Hidalgo	City of McAllen	Cavazos Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$286,870
Pharr	Hidalgo	City of Edinburg	De Zavala Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$381,900
Pharr	Hidalgo	City of Edinburg	Truman Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$382,870
Pharr	Hidalgo	Hidalgo County	Carmen Avila Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$382,200
Pharr	Hidalgo	City of Edinburg	Guerra Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$382,600
Pharr	Hidalgo	Hidalgo County	San Carlos Elementary School and J. F. Kennedy Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$381,070
Pharr	Hidalgo	City of Edinburg	Cano-Gonzalez Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$378,960
Pharr	Hidalgo	City of Edinburg	B. L. Garza Middle School	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$380,900
Pharr	Hidalgo	City of Edinburg	Treviño Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$380,760
Pharr	Hidalgo	Hidalgo County	Esparza Elementary School and Betts Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$371,360
Pharr	Hidalgo	City of Edinburg	Harwell Middle School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$382,560
Pharr	Hidalgo	City of Edinburg	L. B. Johnson Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$381,480
Pharr	Hidalgo	City of Edinburg	Austin Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$372,650
Pharr	Hidalgo	City of Edinburg	De La Viña Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$382,560
Pharr	Hidalgo	City of Edinburg	Lincoln Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$369,875
Pharr	Hidalgo	City of Edinburg	Robert E. Lee Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$382,960
Pharr	Hidalgo	City of Edinburg	Jefferson Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$381,480
Pharr	Hidalgo	City of Edinburg	Canterbury Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$380,470



**Safe Routes to School (SRTS) Program
2009 Program Call
Infrastructure Projects**

District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
Pharr	Hidalgo	City of Edinburg	Travis Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$373,360
Pharr	Hidalgo	City of Edinburg	Jose De Escandon Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$381,490
Pharr	Hidalgo	City of Edinburg	South Middle School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$380,470
Pharr	Hidalgo	City of Edinburg	Freddy Gonzalez Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	\$382,560
San Angelo	Tom Green	City of San Angelo	Safe Routes to School – Northeast San Angelo	Construct Sidewalks, Install Crosswalks	\$499,998
San Antonio	Bexar	City of San Antonio	Northside ISD Safe Routes to School Program: Neff Middle School	Construct Sidewalks, Install Crosswalks, Pedestrian Bridge Improvements	\$499,898
San Antonio	Bexar	City of San Antonio	Northside ISD Safe Routes to School Program: Glass Elementary School	Construct Sidewalks, Install Crosswalks, Pedestrian Bridge Improvements	\$407,271
San Antonio	Guadalupe	City of Marion	The City of Marion Safe Routes to Schools Hike & Bike Pathways	Construct Sidewalks, Construct Bicycle Path, Install Crosswalk, Install Bike Racks	\$499,815
Waco	Bell	City of Troy	Troy SRTS Infrastructure for Mays Elementary and Mays Middle School	Construct Ped/Bike Facility	\$450,950
Waco	Bell	City of Belton	Belton 2009 Safe Routes to School-Phase 1	Construct Sidewalks, Install Crosswalks, Install School Zone Flashers	\$499,500
Waco	Bell	City of Temple	City of Temple - Lakewood	Construct Ped/Bike Trail	\$496,725
Waco	Bell	City of Temple	City of Temple - Bonham	Construct Ped/Bike Trail	\$498,983
Waco	Bosque	City of Valley Mills	Valley Mills 2009 Safe Routes to School - Phase 1	Construct Sidewalks, Install Traffic Signs, Install Crosswalks	\$410,100
Waco	Hamilton	City of Hamilton	City of Hamilton 2009 Safe Routes to School Improvements	Construct Sidewalks, Construct Hike & Bike Trail, Install Crosswalks	\$500,000
Waco	Hill	City of Covington	Covington 2009 Safe Routes to School-Phase 1	Construct Sidewalks, Construct Pedestrian Bridge, Install Crosswalk, Install Signs	\$266,270
Waco	Hill	City of Hillsboro	City of Hillsboro / Hillsboro ISD Safe Routes to School (Hillsboro Junior High School)	Construct Sidewalks, Install Crosswalks, Construct Ped/Bike Facilities	\$447,275
Waco	Limestone	City of Groesbeck	City of Groesbeck 2009 Safe Routes to School Improvements	Construct Sidewalks, Install Crosswalks, Install Signs	\$500,000
Wichita Falls	Clay	City of Henrietta	City of Henrietta Pedestrian Walkway Improvements - HES	Construct Sidewalks, Install Crosswalks	\$489,000
Wichita Falls	Clay	City of Henrietta	City of Henrietta Pedestrian Walkway Improvements - HJHS	Construct Sidewalks, Install Crosswalks	\$499,742
Wichita Falls	Wichita	City of Wichita Falls	Southern Hills Elementary School Pedestrian Enhancements	Construct Sidewalks, Redesign Crosswalks, Install Pavement Markings	\$114,300
Wichita Falls	Wichita	City of Wichita Falls	City View Elementary School Pedestrian Enhancements	Construct Sidewalks, Install Speed Feedback Signs, Install Pavement Marker	\$298,425
Wichita Falls	Wichita	City of Wichita Falls	John Tower Elementary School Pedestrian Enhancements	Construct Sidewalks, Install Speed Feedback Signs, Redesign Crosswalks, Install Pavement Markers	\$315,304
Yoakum	Austin	City of Sealy	City of Sealy 2009 Safe Routes to School Improvements	Construct Sidewalks, Install Crosswalks, Pedestrian and Bicycle Improvements	\$500,000



Safe Routes to School (SRTS) Program
2009 Program Call
Infrastructure Projects

District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
Yoakum	Calhoun	City of Port Lavaca	Port Lavaca Safe Routes Project	Construct Sidewalks, Install Signs, Install Pavement Markings	\$302,040
Yoakum	Matagorda	City of Palacios	Palacios Construct a Pedestrian/Bicycle Walking Bridge	Construct Pedestrian/Bicycle Bridge	\$33,040
Yoakum	Matagorda	City of Palacios	Palacios Construct Sidewalks Connecting Schools	Construct Sidewalks	\$423,500
Yoakum	Wharton	City of East Bernard	East Bernard Pedestrian Walkway Project	Construct Sidewalks, Install Crosswalks	\$500,000
Total					\$45,645,172



**Safe Routes to School (SRTS) Program
2009 Program Call
Non-Infrastructure Projects**

District	County	Applicant	Title of Project	Work Type	Estimated SRTS Cost
Austin	Bastrop	City of Smithville	Smithville's Safe Routes to School Program	Education, Encouragement, Enforcement, Evaluation Activities	\$10,612
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Bedichek	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Kealing	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Blackshear Oak Springs	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Odom/St. Elmo	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Pickle	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Wooldridge	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Wooten/Andrews	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Zavala/Martin	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Palm/Widen	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
Austin	Williamson	City of Georgetown	Mitchell Elementary Safe Route to School Implementation	Education, Encouragement, Enforcement, Evaluation Activities	\$35,000
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Botello, Bowie, Miller, Moreno	Safety Education and Public Awareness Programs	\$67,502
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Cary, Hernandez, Maple Lawn, Rusk	Safety Education and Public Awareness Programs	\$67,502
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Comstock, Florence, Gill, Hood	Safety Education and Public Awareness Programs	\$67,502
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Peabody	Safety Education and Public Awareness Programs	\$16,938
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Rogers	Safety Education and Public Awareness Programs	\$16,938
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Sanger	Safety Education and Public Awareness Programs	\$16,938
Dallas	Rockwall	City of Heath	Non-Infrastructure Implementation of City of Heath Safe Routes to School Plan	Education, Encouragement, Enforcement, Evaluation Activities	\$13,800
El Paso	El Paso	El Paso Independent School District	AOY Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Bonham Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Beall Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Bond Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000



**Safe Routes to School (SRTS) Program
2009 Program Call
Non-Infrastructure Projects**

District	County	Applicant	Title of Project	Work Type	Estimated SRTS Cost
El Paso	El Paso	El Paso Independent School District	Bradley Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Zavala Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Zach White Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Whitaker Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Burleson Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Burnet Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Cielo Vista Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Clardy Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Clendenin Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Coldwell Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Collins Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Cooley Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Crockett Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Crosby Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Douglass Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Dowell Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Dr. Green Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Dr. Nixon Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Fannin Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Guerrero Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Hart Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Hawkins Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Hillside Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000



**Safe Routes to School (SRTS) Program
2009 Program Call
Non-Infrastructure Projects**

District	County	Applicant	Title of Project	Work Type	Estimated SRTS Cost
El Paso	El Paso	El Paso Independent School District	Houston Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Hughey Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Johnson Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Kohlberg Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Lamar Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Lee Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Logan Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Mesita Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Moreno Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Newman Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Park Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Polk Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Putnam Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Rivera Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Roberts Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Rusk Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Schuster Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Stanton Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Western Hills Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	Socorro Independent School District	O'Shea Crusaders for Safety: Safe Routes to School	Education, Encouragement, Enforcement, Evaluation Activities	\$35,218
El Paso	El Paso	El Paso Independent School District	Travis Elementary School SRTS Improvements	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
El Paso	El Paso	El Paso Independent School District	Vilas Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	\$100,000
Fort Worth	Tarrant	City of Richland Hills	City of Richland Hills Encouragement and Education Implementation	Education, Encouragement, Enforcement, Evaluation Activities	\$93,150



**Safe Routes to School (SRTS) Program
2009 Program Call
Non-Infrastructure Projects**

District	County	Applicant	Title of Project	Work Type	Estimated SRTS Cost
Houston	Harris	Gus Oleson Elementary School	Non-infrastructure improvements to Gus Oleson Elementary School, Harris County, Texas	Education, Encouragement, Enforcement, Evaluation Activities	\$41,060
Houston	Harris	Bill Worsham Elementary School	Non-infrastructure improvements to Bill Worsham Elementary School, Harris County, Texas	Education, Encouragement, Enforcement, Evaluation Activities	\$43,910
Houston	Harris	Ruby M. Reed Academy	Non-infrastructure improvements to Ruby M. Reed Academy, East Aldine District, Harris County, Texas	Education, Encouragement, Enforcement, Evaluation Activities	\$30,865
Houston	Harris	Vera Escamilla Intermediate School	Non-infrastructure improvements to Vera Escamilla Intermediate School, Harris County, Texas	Education, Encouragement, Enforcement, Evaluation Activities	\$38,890
San Antonio	Bexar	Northside ISD	Northside ISD - Powell Elementary	Education, Encouragement, Enforcement, Evaluation Activities	\$80,962
San Antonio	Bexar	Northside ISD	Northside ISD - Glenoaks Elementary	Education, Encouragement, Enforcement, Evaluation Activities	\$79,106
San Antonio	Bexar	Northside ISD	Northside ISD - Colby Glass Elementary	Education, Encouragement, Enforcement, Evaluation Activities	\$78,154
San Antonio	Bexar	Northside ISD	Northside ISD - Neff Middle School	Education, Encouragement, Enforcement, Evaluation Activities	\$67,866
Statewide	All	BWR	Safe Routes to School Training - Statewide	Training, Public Information & Education, Technical Assistance	\$348,306
Statewide	All	Bike Texas Education Fund	Safe Routes to School Statewide Teacher Certification Program	Train & Certify Physical Education Teachers & Public Safety Professionals	\$483,698
Statewide	All	Bike Texas Education Fund	Safe Routes to School Statewide Resources Distribution Program	Distribution of Public Information & Education Materials	\$493,582
Statewide	All	Bike Texas Education Fund	Safe Routes Bike/Walk Our Rich Texas History	Development of Website to Encourage Bicycling/Walking	\$410,429
Total					\$8,437,928

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AGENCY Texas Department of Transportation

ISSUE 08/28/2009

ACTION Miscellaneous

Safe Routes to School Program

In accordance with 43 TAC §§25.500 - 25.505, the Texas Department of Transportation issues this 2009 Program Call for the proposed projects of the department's **Safe Routes to School Program**. The **Safe Routes to School Program** is a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

Projects eligible to receive funding under this program include those involving both infrastructure related and non-infrastructure related activities.

For Infrastructure projects, the department will accept applications from state agencies and political subdivisions as defined in 43 TAC §25.501.

Eligible types of infrastructure projects are defined in 43 TAC §25.502(b) as:

- (1) sidewalk improvements such as new sidewalks, widened sidewalks, sidewalk gap closures, sidewalk repairs, curb cuts for ramps, and the construction of curbs and gutters;
- (2) pedestrian/bicycle crossing improvements such as new or upgraded traffic signals, crosswalks, median refuges, pavement markings, traffic signs, pedestrian or bicycle over-crossings and under-crossings, flashing beacons, traffic signal phasing extensions, bicycle sensitive actuation devices, pedestrian activated signal upgrades, and sight distance improvements;
- (3) on-street bicycle facilities such as new or upgraded bicycle lanes, widened outside lanes or roadway shoulders, geometric improvements, turning lanes, channelization and roadway realignment, traffic signs, and pavement markings;
- (4) traffic diversion improvements including separation of pedestrians and bicycles from vehicular traffic adjacent to school facilities, and traffic diversion away from school zones or designated routes to a school;
- (5) off-street bicycle and pedestrian facilities including exclusive multi-use bicycle or pedestrian trails and pathways;
- (6) traffic calming measures for off-system roads such as roundabouts, traffic circles curb extensions at intersections that reduce curb-to-curb roadway travel widths, center islands, full and half-street closures, and other speed reduction techniques;
- (7) secure bicycle parking facilities; and
- (8) other projects that promote pedestrian and bicycle safety of children in and around school areas.

To nominate an infrastructure project, the eligible political subdivisions must file its application, in the form prescribed by the department, with the district engineer of the district office responsible for the area in which the proposed **Safe Routes to School** project will be constructed. The address and telephone number of each district office may be obtained through the following web site under "Local Information" or by contacting the Traffic Operations Division at (512) 416-3279.

http://www.txdot.gov/local_information/

Completed applications must be received by the department no later than 5:00 p.m., Monday, November 30, 2009.

For non-infrastructure projects, the department will accept applications from state agencies, political subdivisions, schools, school districts, non-profit organizations, and for-profit organizations, or any combination of these entities as defined in 43 TAC §25.501.

Eligible types of non-infrastructure projects are defined in 43 TAC §25.502(b) as:

- (1) public awareness campaigns and outreach efforts to the news media and community leaders;
- (2) traffic education and enforcement in the vicinity of schools;
- (3) providing student education on bicycle and pedestrian safety, health, and the environment; and
- (4) other projects that promote pedestrian and bicycle safety of children in and around school areas.

To nominate a non-infrastructure project, the eligible applicant must file its application, in the form prescribed by the department, to the Traffic Operations Division (TRF) at:

Texas Department of Transportation

Traffic Operations Division

125 East 11th St.

Austin, TX 78701-2483

Completed applications must be received by the department no later than 5:00 p.m., Monday, November 30, 2009.

Information regarding the program, program guide, and application forms are available from the department's district offices, by contacting the Traffic Operations Division at (512) 416-3279, by the web site:

<http://www.saferoutestx.org/>

http://www.txdot.gov/safety/safe_routes/default.htm

or by e-mail at:

trftepgm@dot.state.tx.us

TRD-200903605

Joanne Wright

Deputy General Counsel

Texas Department of Transportation

Filed: August 17, 2009

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SERVICE REQUEST

REQUEST NUMBER: 144006

ASSOCIATED WO NUMBER:

DATE/TIME REPORTED: 7/26/2011 2:31:53 PM

DESCRIPTION: TRAFFIC STUDY-SPEED SURVEY

REQUEST INITIATED BY: GONZALEZ, ANGELICA

ASSIGNED TO: TRANSPORTATION

PROBLEM ADDRESS: 900 MONTANA

PROBLEM DETAILS:

Requestor wants a speed reduction for Houston Park area.

CALLER INFORMATION:

FIRST	LAST	ADDRESS	HOME PHONE	WORK PHONE	CALLER COMMENTS
ROCIO	SILVA	DIST.8		x4268	

RESOLUTION:

WORK DONE: _____

COMPLETED BY: _____

DATE/TIME COMPLETED: _____

COMMENTS:

SERVICE REQUEST

REQUEST NUMBER: 137227

ASSOCIATED WO NUMBER:

DATE/TIME REPORTED: 2/17/2011 4:22:30 PM

DESCRIPTION: SCHOOL-SIGNS

REQUEST INITIATED BY: MEANS, DENIS

ASSIGNED TO: TRANSPORTATION

PROBLEM ADDRESS: LEE&ROBERT WYNN

PROBLEM DETAILS:

Replace temporary school sallies with permanent school sallies.

CALLER INFORMATION:

FIRST	LAST	ADDRESS	HOME PHONE	WORK PHONE	CALLER COMMENTS
RUDY	PINO				

RESOLUTION:

WORK DONE: _____

COMPLETED BY: _____

DATE/TIME COMPLETED: _____

COMMENTS:

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
FOR A SAFE ROUTES TO SCHOOL PROJECT**

This Local Project Advance Funding Agreement for a Safe Routes to School Project (LPAFA) 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 El Paso, acting by and through its duly authorized officials, 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 Local Government prepared and submitted to the State an application for consideration under the Safe Routes to School Program for the project, which is briefly described as Infrastructure Improvements in the vicinity of the El Paso Independent School District Central Region, called the “Project”; and

WHEREAS, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

WHEREAS, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States’ Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

WHEREAS, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §§25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of state and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112268 awarding funding for projects in the 2009 Program Call, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this LPAFA as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the LPAFA

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement or for the conditions, and in the manner, described herein:

- A.** The termination of this LPAFA shall extinguish all rights, duties, obligations and liabilities of the State under this LPAFA. If the potential termination of the LPAFA is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- B.** If the Local Government withdraws from the Project after the LPAFA is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
- C.** A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this LPAFA will be appropriately terminated. A Project may be eliminated from the program if:
 1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.
 2. The implementation of the Project would involve significant deviation from the activities as proposed in the application.
 3. The Local Government withdraws from participation in the Project.

The Project is not let to contract or if utilizing local forces, construction has not begun by a date three (3) years from project award notification.

4. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.
5. The State determines that federal funding may be lost due to the Project not being implemented and completed.

3. Amendments

Amendments of this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the application and as approved by the Texas Transportation Commission, consists of the installation of school zone flashers in the vicinity of the El Paso Independent School District Central Region .

5. Right of Way and Real Property Acquisition

Right of Way and Real Property Acquisition shall be the responsibility of the Local Government, as stated in the Master Agreement with the following additional requirements:

- A.** The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- B.** In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value, and credit that amount towards the Local Government's financial share. The State will not reimburse the Local Government for any real property acquired before execution of this LPAFA and the obligation of federal spending authority.
- C.** The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- D.** The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government

representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- E. Condemnation shall not be used to acquire real property for this Project. However, real property that was acquired prior to 1991 through eminent domain and in accordance with applicable state and federal laws, may be used for project purposes.
- F. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed one hundred percent (100%) of the cost of the real property purchased in accordance with the terms and provisions of this LPAFA. Reimbursement will be in an amount not to exceed one hundred percent (100%) of the State's predetermined value of each parcel, or the net cost of each parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- G. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this LPAFA. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than ten (10) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed separate agreement shall be provided to the State.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's

request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement without exception unless otherwise specified in the application for the Project and approved by the State. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the application and approved by the State. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Certification

Forty-five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

9. Engineering Services

Engineering services will be provided by the Local Government. Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

A. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. All roadway improvement designs for on-system highways must comply with the latest version of TxDOT manuals, including but not limited to, the *Roadway Design Manual*, the *Pavement Design Manual*, the *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the *Americans with Disabilities Act Accessibility Guidelines (ADAAG)* and the TAS. All roadway improvement designs for off-system roads must comply with the minimum standards of the latest version of *American Association of State Highway Transportation Officials' (AASHTO) Policy on Geometric Design of the Highways and Streets*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the ADAAG and the TAS. All bicycle path and bicycle lane designs must comply with the latest version of the *AASHTO Guide for the Development of Bicycle Facilities*, the *Texas Manual on Uniform Traffic Control Devices*, the *Hydraulic Design Manual*, and the latest versions of the ADAAG, and the TAS. For new shared bicycle lanes on a signed, designated bicycle route, the minimum lane width must be 14 feet, measured from the existing center stripe to the curb or shoulder, where applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.

- B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.
- C. The Local Government shall submit to the State all documentation relating to actual costs incurred for providing architectural and engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible actual costs.

10. Construction Responsibilities

Construction will be carried out as stated in the Master Agreement. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this LPAFA of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this LPAFA.

12. Local Project Sources and Uses of Funds

- A. A Project Budget Estimate is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, environmental assessments and remediation, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for

one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. 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 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. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to the Project by federal and local sources.
- D.** If the project is not on the State Highway System, the Local Government may be responsible for all non-federal and non-state participation costs associated with the Project. Overrun funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.
- E.** The State will be responsible for securing the Federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the Project development cost. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
- F.** In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- G.** Whenever funds are paid by the Local Government to the State under this LPAFA, 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. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be

promptly paid by the owing party. 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 with approval by appropriate personnel of the Local Government.

- I. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- L. If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or 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 such 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 expenses related to relocation, removal, or adjustment of eligible utilities.
- M. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this 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.
- N. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- O. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

14. 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. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

15. Notices

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:
<u>ATTN: Director, Department of Transportation</u>	Director of Contract Services
<u>City of El Paso</u>	Texas Department of Transportation
<u>7968 San Pablo</u>	125 E. 11 th Street
<u>El Paso, Texas 79907-1246</u>	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided for in 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 delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless such Master Agreement provision is specifically excepted in this agreement.

17. 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.

18. Debarment Certification

The parties are prohibited from making any award at any tier to any party that 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 Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

19. 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.

20. Civil Rights Compliance

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).

21. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal 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 Local Government shall have final decision-

making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. 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. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (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.*

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient or sub-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. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, agrees that it shall:
 - 1. Obtain and provide to the State and the Federal government, a Central Contracting Registry (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). 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 and the Federal government, a Data Universal Numbering System or DUNS number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top executives to the State and Federal government if:
 - i. More than eighty percent (80%) of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
 - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

23. Single Audit Report

- A.** The parties 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.
- 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 2010."
- 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.

24. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

By: _____
Joyce Wilson, City Manager

Date: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Daryl W. Cole
Director
Department of Transportation

Lupe Cuellar
Assistant City Attorney

THE STATE OF TEXAS

Carol T. Rawson, P.E.,
Director, Traffic Operations Division
Texas Department of Transportation

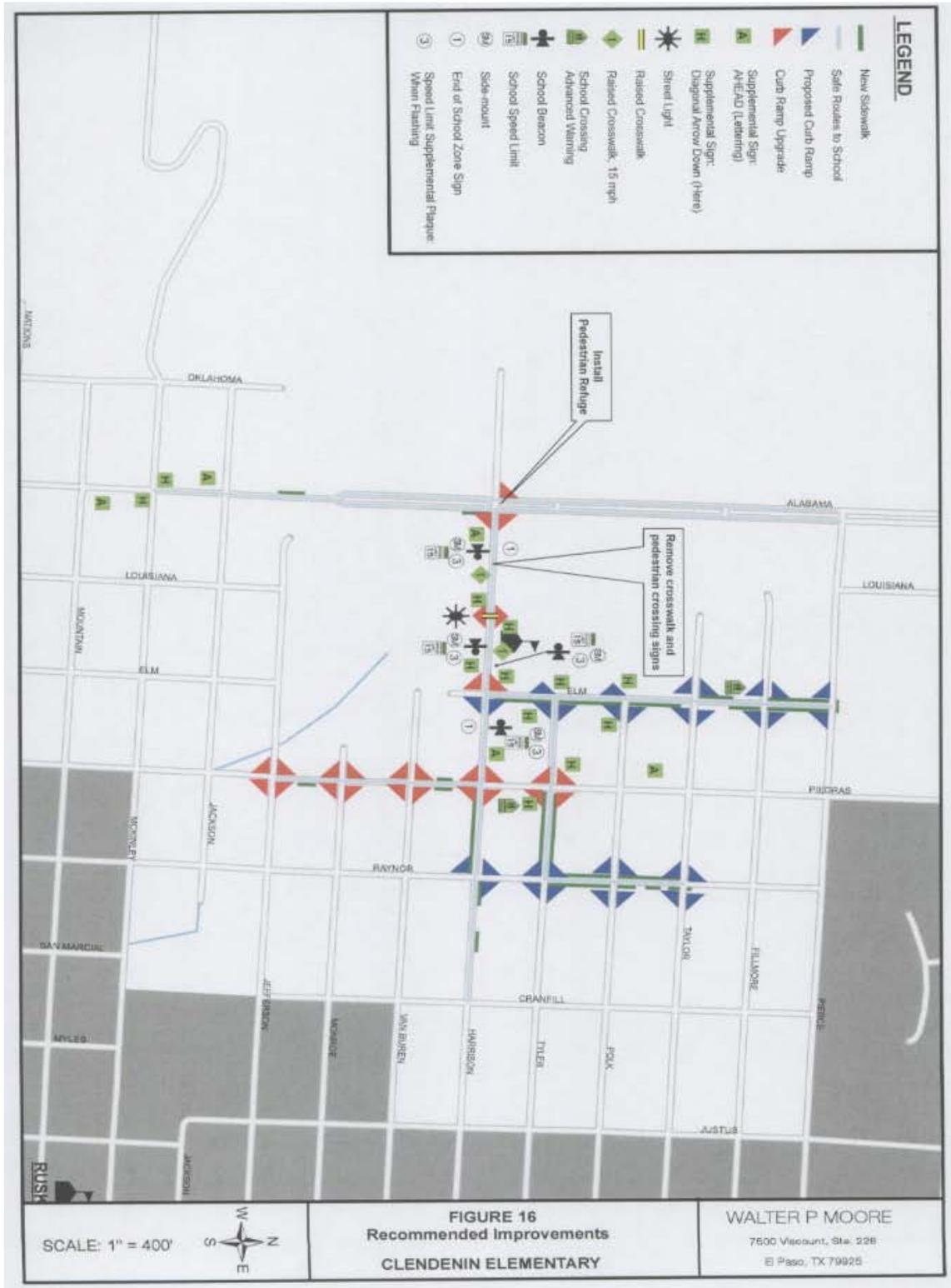
Date

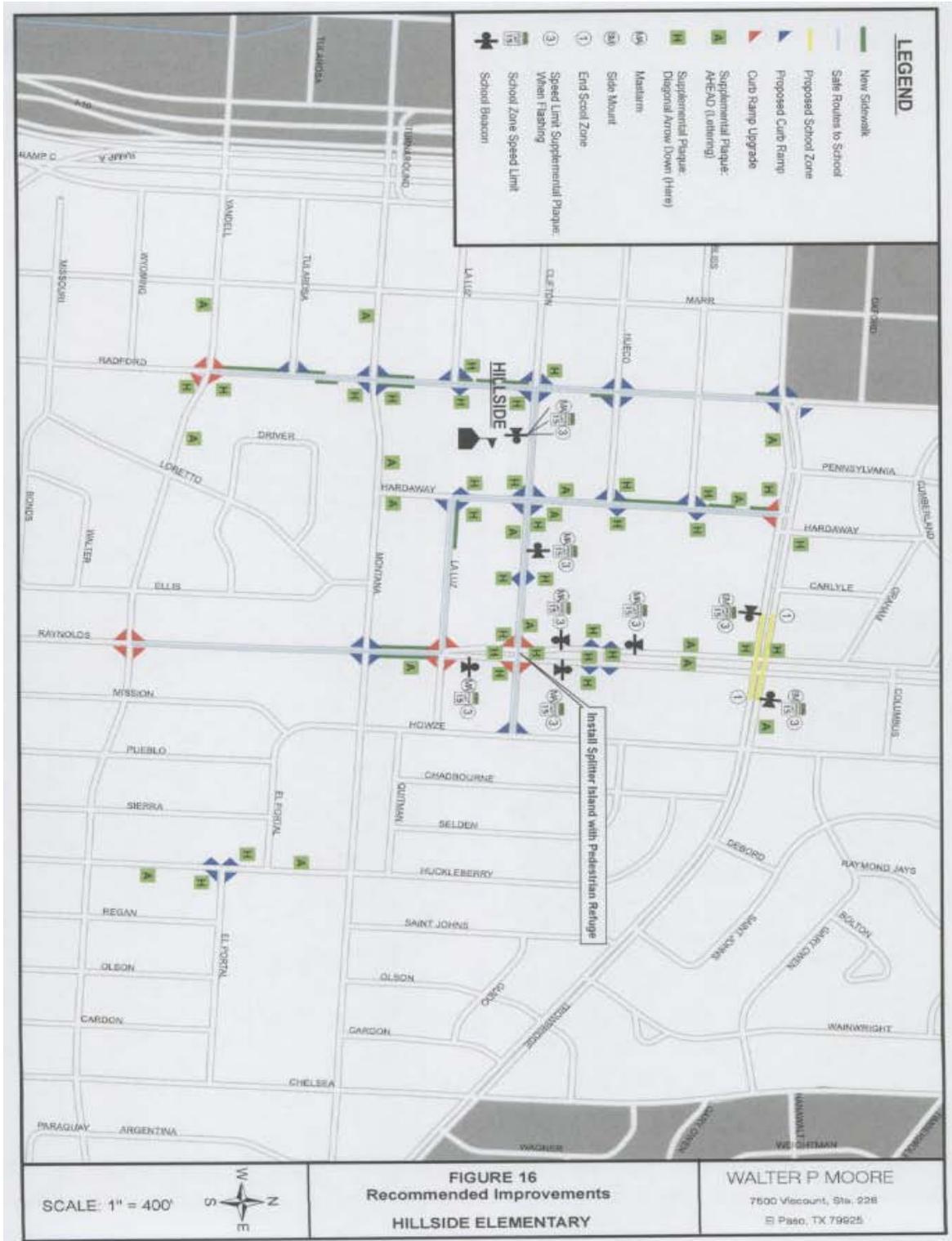
CSJ # 0924-06-399
District # 24 El Paso
Code Chart 64 # 13400
Project: El Paso ISD Central Region
Safe Routes to School
Federal Highway Administration
CFDA # 20.205
Not Research and Development

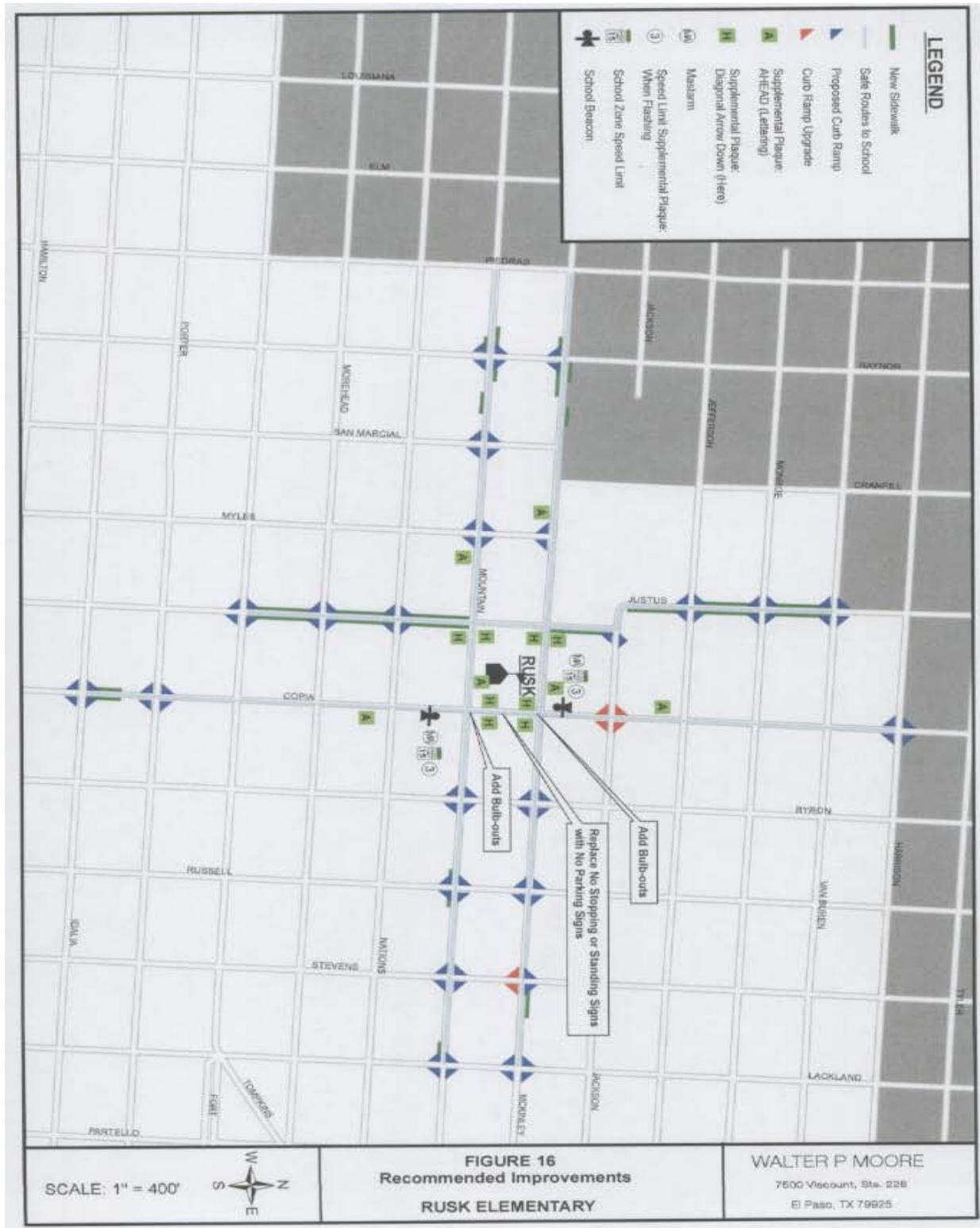
**ATTACHMENT A
RESOLUTION OR ORDINANCE**

ATTACHMENT B PROJECT LOCATION MAP











**ATTACHMENT C
 PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

This is an estimate only; final participation amounts will be based on actual charges to the project.

Description	Total Estimate Cost	Federal Participation	Local Participation
Preliminary Engineering (PS&E Development)	\$63,937.00	\$63,937.00	
Environmental (no cash contribution)			
Right of Way (ROW)			
Construction (Federal Participation can not exceed amount approved by Texas Transportation Commission)	\$376,100.00	\$376,100.00	
SUBTOTAL	\$440,037.00	\$440,037.00	
Direct State Costs (including plan review, inspection and oversight)	\$41,371.00	\$41,371.00	
Construction Contingencies	\$26,327.00	\$26,327.00	
TOTAL	\$507,735.00	\$507,735.00	

Total participation required from the Local Government = \$0

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
FOR A SAFE ROUTES TO SCHOOL PROJECT**

This Local Project Advance Funding Agreement for a Safe Routes to School Project (LPAFA) 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 El Paso, acting by and through its duly authorized officials, 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 Local Government prepared and submitted to the State an application for consideration under the Safe Routes to School Program for the project, which is briefly described as Infrastructure Improvements in the vicinity of the El Paso Independent School District Central Business District, called the “Project”; and

WHEREAS, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

WHEREAS, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States’ Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

WHEREAS, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §§25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of state and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112268 awarding funding for projects in the 2009 Program Call, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this LPAFA as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the LPAFA

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement or for the conditions, and in the manner, described herein:

- A.** The termination of this LPAFA shall extinguish all rights, duties, obligations and liabilities of the State under this LPAFA. If the potential termination of the LPAFA is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- B.** If the Local Government withdraws from the Project after the LPAFA is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
- C.** A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this LPAFA will be appropriately terminated. A Project may be eliminated from the program if:
 1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.
 2. The implementation of the Project would involve significant deviation from the activities as proposed in the application.
 3. The Local Government withdraws from participation in the Project.

The Project is not let to contract or if utilizing local forces, construction has not begun by a date three (3) years from project award notification.

4. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.
5. The State determines that federal funding may be lost due to the Project not being implemented and completed.

3. Amendments

Amendments of this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the application and as approved by the Texas Transportation Commission, consists of the installation of school zone flashers in the vicinity of the El Paso Independent School District Central Business District.

5. Right of Way and Real Property Acquisition

Right of Way and Real Property Acquisition shall be the responsibility of the Local Government, as stated in the Master Agreement with the following additional requirements:

- A.** The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- B.** In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value, and credit that amount towards the Local Government's financial share. The State will not reimburse the Local Government for any real property acquired before execution of this LPAFA and the obligation of federal spending authority.
- C.** The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- D.** The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government

representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- E. Condemnation shall not be used to acquire real property for this Project. However, real property that was acquired prior to 1991 through eminent domain and in accordance with applicable state and federal laws, may be used for project purposes.
- F. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed one hundred percent (100%) of the cost of the real property purchased in accordance with the terms and provisions of this LPAFA. Reimbursement will be in an amount not to exceed one hundred percent (100%) of the State's predetermined value of each parcel, or the net cost of each parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- G. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this LPAFA. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than ten (10) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed separate agreement shall be provided to the State.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's

request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement without exception unless otherwise specified in the application for the Project and approved by the State. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the application and approved by the State. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Certification

Forty-five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

9. Engineering Services

Engineering services will be provided by the Local Government. Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

A. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. All roadway improvement designs for on-system highways must comply with the latest version of TxDOT manuals, including but not limited to, the *Roadway Design Manual*, the *Pavement Design Manual*, the *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the *Americans with Disabilities Act Accessibility Guidelines (ADAAG)* and the TAS. All roadway improvement designs for off-system roads must comply with the minimum standards of the latest version of *American Association of State Highway Transportation Officials' (AASHTO) Policy on Geometric Design of the Highways and Streets*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the ADAAG and the TAS. All bicycle path and bicycle lane designs must comply with the latest version of the *AASHTO Guide for the Development of Bicycle Facilities*, the *Texas Manual on Uniform Traffic Control Devices*, the *Hydraulic Design Manual*, and the latest versions of the ADAAG, and the TAS. For new shared bicycle lanes on a signed, designated bicycle route, the minimum lane width must be 14 feet, measured from the existing center stripe to the curb or shoulder, where applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.

- B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.
- C. The Local Government shall submit to the State all documentation relating to actual costs incurred for providing architectural and engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible actual costs.

10. Construction Responsibilities

Construction will be carried out as stated in the Master Agreement. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this LPAFA of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this LPAFA.

12. Local Project Sources and Uses of Funds

- A. A Project Budget Estimate is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, environmental assessments and remediation, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for

one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. 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 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. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to the Project by federal and local sources.
- D.** If the project is not on the State Highway System, the Local Government may be responsible for all non-federal and non-state participation costs associated with the Project. Overrun funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.
- E.** The State will be responsible for securing the Federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the Project development cost. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
- F.** In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- G.** Whenever funds are paid by the Local Government to the State under this LPAFA, 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. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be

promptly paid by the owing party. 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 with approval by appropriate personnel of the Local Government.

- I. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- L. If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or 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 such 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 expenses related to relocation, removal, or adjustment of eligible utilities.
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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:
<u>ATTN: Director, Department of Transportation</u>	Director of Contract Services
<u>City of El Paso</u>	Texas Department of Transportation
<u>7968 San Pablo</u>	125 E. 11 th Street
<u>El Paso, Texas 79907-1246</u>	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided for in 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 delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless such Master Agreement provision is specifically excepted in this agreement.

17. 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.

18. Debarment Certification

The parties are prohibited from making any award at any tier to any party that 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 Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

19. 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.

20. Civil Rights Compliance

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).

21. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal 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 Local Government shall have final decision-

making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. 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. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (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.*

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient or sub-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. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, agrees that it shall:
 - 1. Obtain and provide to the State and the Federal government, a Central Contracting Registry (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). 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 and the Federal government, a Data Universal Numbering System or DUNS number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top executives to the State and Federal government if:
 - i. More than eighty percent (80%) of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
 - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

23. Single Audit Report

- A.** The parties 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.
- 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 2010."
- 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.

24. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

By: _____
Joyce Wilson, City Manager

Date: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Daryl W. Cole
Director
Department of Transportation

Lupe Cuellar
Assistant City Attorney

THE STATE OF TEXAS

Carol T. Rawson, P.E.,
Director, Traffic Operations Division
Texas Department of Transportation

Date

CSJ # 0924-06-398
District # 24 El Paso
Code Chart 64 # 13400
Project: El Paso ISD Central Business District
Safe Routes to School
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

**ATTACHMENT B
PROJECT LOCATION MAP**





















**ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

This is an estimate only; final participation amounts will be based on actual charges to the project.

Description	Total Estimate Cost	Federal Participation	Local Participation
Preliminary Engineering (PS&E Development)	\$77,101.00	\$77,101.00	
Environmental (no cash contribution)			
Right of Way (ROW)			
Construction (Federal Participation can not exceed amount approved by Texas Transportation Commission)	\$376,100.00	\$376,100.00	
SUBTOTAL	\$453,201.00	\$453,201.00	
Direct State Costs (including plan review, inspection and oversight)	\$41,371.00	\$41,371.00	
Construction Contingencies	\$26,327.00	\$26,327.00	
TOTAL	\$520,899.00	\$520,899.00	

Total participation required from the Local Government = \$0

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
FOR A SAFE ROUTES TO SCHOOL PROJECT**

This Local Project Advance Funding Agreement for a Safe Routes to School Project (LPAFA) 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 El Paso, acting by and through its duly authorized officials, 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 Local Government prepared and submitted to the State an application for consideration under the Safe Routes to School Program for the project, which is briefly described as Infrastructure Improvements in the vicinity of the Socorro Independent School District, called the “Project”; and

WHEREAS, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

WHEREAS, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States’ Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

WHEREAS, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §§25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of state and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112268 awarding funding for projects in the 2009 Program Call, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this LPAFA as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the LPAFA

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement or for the conditions, and in the manner, described herein:

- A.** The termination of this LPAFA shall extinguish all rights, duties, obligations and liabilities of the State under this LPAFA. If the potential termination of the LPAFA is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- B.** If the Local Government withdraws from the Project after the LPAFA is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
- C.** A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this LPAFA will be appropriately terminated. A Project may be eliminated from the program if:
 1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.
 2. The implementation of the Project would involve significant deviation from the activities as proposed in the application.
 3. The Local Government withdraws from participation in the Project.

The Project is not let to contract or if utilizing local forces, construction has not begun by a date three (3) years from project award notification.

4. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.
5. The State determines that federal funding may be lost due to the Project not being implemented and completed.

3. Amendments

Amendments of this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the application and as approved by the Texas Transportation Commission, consists of the installation of school zone flashers in the vicinity of the Socorro Independent School District.

5. Right of Way and Real Property Acquisition

Right of Way and Real Property Acquisition shall be the responsibility of the Local Government, as stated in the Master Agreement with the following additional requirements:

- A.** The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- B.** In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value, and credit that amount towards the Local Government's financial share. The State will not reimburse the Local Government for any real property acquired before execution of this LPAFA and the obligation of federal spending authority.
- C.** The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- D.** The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government

representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- E. Condemnation shall not be used to acquire real property for this Project. However, real property that was acquired prior to 1991 through eminent domain and in accordance with applicable state and federal laws, may be used for project purposes.
- F. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed one hundred percent (100%) of the cost of the real property purchased in accordance with the terms and provisions of this LPAFA. Reimbursement will be in an amount not to exceed one hundred percent (100%) of the State's predetermined value of each parcel, or the net cost of each parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- G. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this LPAFA. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than ten (10) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed separate agreement shall be provided to the State.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's

request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement without exception unless otherwise specified in the application for the Project and approved by the State. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the application and approved by the State. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Certification

Forty-five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

9. Engineering Services

Engineering services will be provided by the Local Government. Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

A. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. All roadway improvement designs for on-system highways must comply with the latest version of TxDOT manuals, including but not limited to, the *Roadway Design Manual*, the *Pavement Design Manual*, the *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the *Americans with Disabilities Act Accessibility Guidelines (ADAAG)* and the TAS. All roadway improvement designs for off-system roads must comply with the minimum standards of the latest version of *American Association of State Highway Transportation Officials' (AASHTO) Policy on Geometric Design of the Highways and Streets*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the ADAAG and the TAS. All bicycle path and bicycle lane designs must comply with the latest version of the *AASHTO Guide for the Development of Bicycle Facilities*, the *Texas Manual on Uniform Traffic Control Devices*, the *Hydraulic Design Manual*, and the latest versions of the ADAAG, and the TAS. For new shared bicycle lanes on a signed, designated bicycle route, the minimum lane width must be 14 feet, measured from the existing center stripe to the curb or shoulder, where applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.

- B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.
- C. The Local Government shall submit to the State all documentation relating to actual costs incurred for providing architectural and engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible actual costs.

10. Construction Responsibilities

Construction will be carried out as stated in the Master Agreement. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this LPAFA of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this LPAFA.

12. Local Project Sources and Uses of Funds

- A. A Project Budget Estimate is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, environmental assessments and remediation, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for

one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. 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 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. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to the Project by federal and local sources.
- D.** If the project is not on the State Highway System, the Local Government may be responsible for all non-federal and non-state participation costs associated with the Project. Overrun funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.
- E.** The State will be responsible for securing the Federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the Project development cost. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
- F.** In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- G.** Whenever funds are paid by the Local Government to the State under this LPAFA, 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. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be

promptly paid by the owing party. 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 with approval by appropriate personnel of the Local Government.

- I. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- L. If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or 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 such 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 expenses related to relocation, removal, or adjustment of eligible utilities.
- M. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this 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.
- N. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- O. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

14. 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. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

15. Notices

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:
<u>ATTN: Director, Department of Transportation</u>	Director of Contract Services
<u>City of El Paso</u>	Texas Department of Transportation
<u>7968 San Pablo</u>	125 E. 11 th Street
<u>El Paso, Texas 79907-1246</u>	Austin, Texas 78701

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making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. 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. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (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.*

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient or sub-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. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, agrees that it shall:
 - 1. Obtain and provide to the State and the Federal government, a Central Contracting Registry (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). 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 and the Federal government, a Data Universal Numbering System or DUNS number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top executives to the State and Federal government if:
 - i. More than eighty percent (80%) of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
 - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

23. Single Audit Report

- A.** The parties 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.
- 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 2010."
- 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.

24. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

By: _____
Joyce Wilson, City Manager

Date: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Daryl W. Cole
Director
Department of Transportation

Lupe Cuellar
Assistant City Attorney

THE STATE OF TEXAS

Carol T. Rawson, P.E.,
Director, Traffic Operations Division
Texas Department of Transportation

Date

CSJ # 0924-06-397
District # 24 El Paso
Code Chart 64 # 13400
Project: Socorro Independent School District
Region Safe Routes to School
Federal Highway Administration
CFDA # 20.205
Not Research and Development

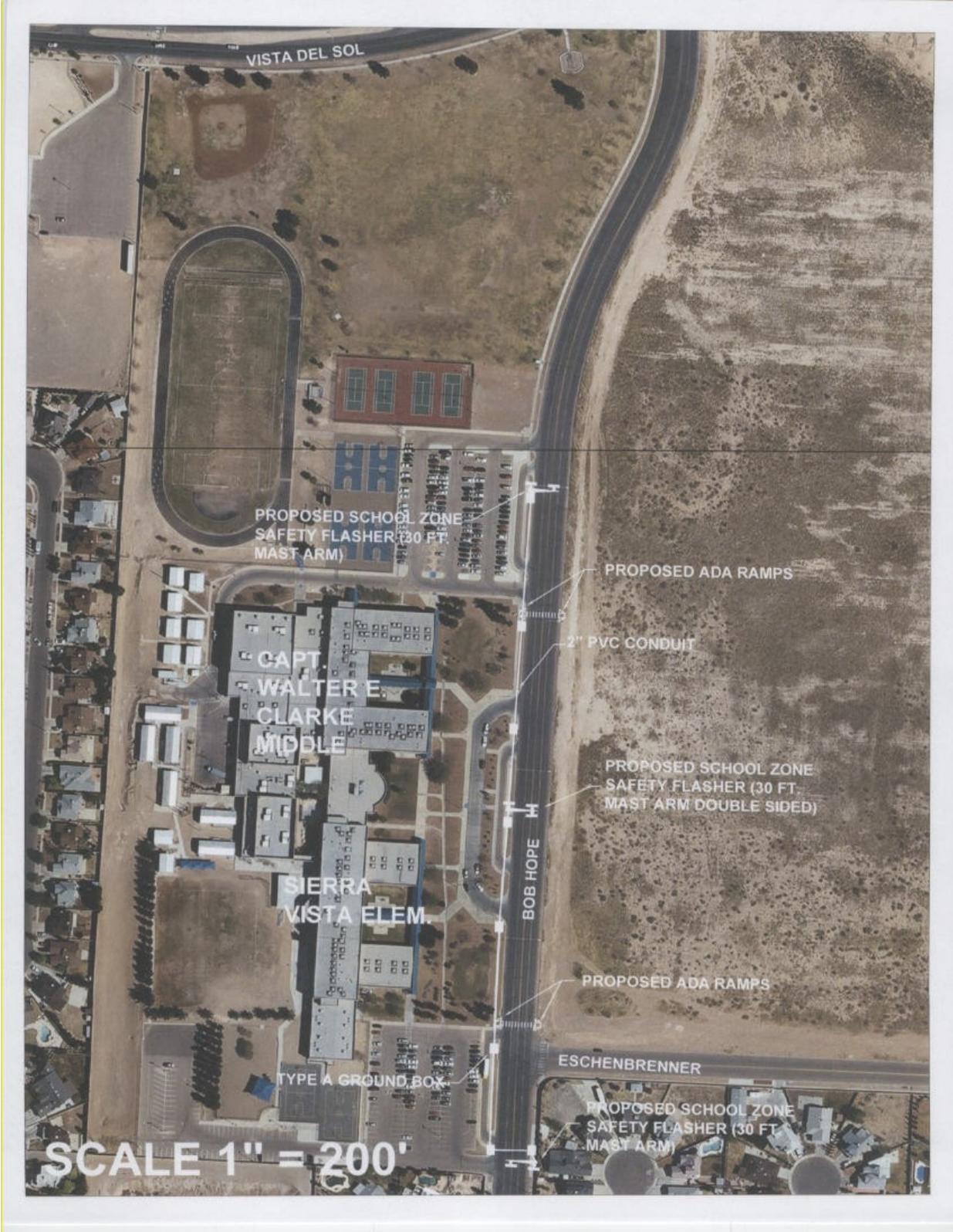
**ATTACHMENT A
RESOLUTION OR ORDINANCE**

ATTACHMENT B
PROJECT LOCATION MAP













**ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

This is an estimate only; final participation amounts will be based on actual charges to the project.

Description	Total Estimate Cost	Federal Participation	Local Participation
Preliminary Engineering (PS&E Development)	\$60,662.00	\$60,662.00	
Environmental (no cash contribution)			
Right of Way (ROW)			
Construction (Federal Participation can not exceed amount approved by Texas Transportation Commission)	\$356,837.00	\$356,837.00	
SUBTOTAL	\$417,499.00	\$417,499.00	
Direct State Costs (including plan review, inspection and oversight)	\$39,252.00	\$39,252.00	
Construction Contingencies	\$24,979.00	\$24,979.00	
TOTAL	\$481,730.00	\$481,730.00	

Total participation required from the Local Government = \$0

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
FOR A SAFE ROUTES TO SCHOOL PROJECT**

This Local Project Advance Funding Agreement for a Safe Routes to School Project (LPAFA) 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 El Paso, acting by and through its duly authorized officials, 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 Local Government prepared and submitted to the State an application for consideration under the Safe Routes to School Program for the project, which is briefly described as Infrastructure Improvements in the vicinity of the El Paso Independent School District North Central Region, called the “Project”; and

WHEREAS, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

WHEREAS, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States’ Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

WHEREAS, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §§25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of state and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112268 awarding funding for projects in the 2009 Program Call, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this LPAFA as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the LPAFA

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement or for the conditions, and in the manner, described herein:

- A.** The termination of this LPAFA shall extinguish all rights, duties, obligations and liabilities of the State under this LPAFA. If the potential termination of the LPAFA is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- B.** If the Local Government withdraws from the Project after the LPAFA is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
- C.** A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this LPAFA will be appropriately terminated. A Project may be eliminated from the program if:
 1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.
 2. The implementation of the Project would involve significant deviation from the activities as proposed in the application.
 3. The Local Government withdraws from participation in the Project.

The Project is not let to contract or if utilizing local forces, construction has not begun by a date three (3) years from project award notification.

4. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.
5. The State determines that federal funding may be lost due to the Project not being implemented and completed.

3. Amendments

Amendments of this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the application and as approved by the Texas Transportation Commission, consists of the installation of school zone flashers in the vicinity of the El Paso Independent School District North Central Region.

5. Right of Way and Real Property Acquisition

Right of Way and Real Property Acquisition shall be the responsibility of the Local Government, as stated in the Master Agreement with the following additional requirements:

- A.** The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- B.** In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value, and credit that amount towards the Local Government's financial share. The State will not reimburse the Local Government for any real property acquired before execution of this LPAFA and the obligation of federal spending authority.
- C.** The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- D.** The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government

representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- E. Condemnation shall not be used to acquire real property for this Project. However, real property that was acquired prior to 1991 through eminent domain and in accordance with applicable state and federal laws, may be used for project purposes.
- F. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed one hundred percent (100%) of the cost of the real property purchased in accordance with the terms and provisions of this LPAFA. Reimbursement will be in an amount not to exceed one hundred percent (100%) of the State's predetermined value of each parcel, or the net cost of each parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- G. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this LPAFA. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than ten (10) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed separate agreement shall be provided to the State.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's

request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement without exception unless otherwise specified in the application for the Project and approved by the State. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the application and approved by the State. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Certification

Forty-five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

9. Engineering Services

Engineering services will be provided by the Local Government. Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

A. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. All roadway improvement designs for on-system highways must comply with the latest version of TxDOT manuals, including but not limited to, the *Roadway Design Manual*, the *Pavement Design Manual*, the *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the *Americans with Disabilities Act Accessibility Guidelines (ADAAG)* and the TAS. All roadway improvement designs for off-system roads must comply with the minimum standards of the latest version of *American Association of State Highway Transportation Officials' (AASHTO) Policy on Geometric Design of the Highways and Streets*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the ADAAG and the TAS. All bicycle path and bicycle lane designs must comply with the latest version of the *AASHTO Guide for the Development of Bicycle Facilities*, the *Texas Manual on Uniform Traffic Control Devices*, the *Hydraulic Design Manual*, and the latest versions of the ADAAG, and the TAS. For new shared bicycle lanes on a signed, designated bicycle route, the minimum lane width must be 14 feet, measured from the existing center stripe to the curb or shoulder, where applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.

- B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.
- C. The Local Government shall submit to the State all documentation relating to actual costs incurred for providing architectural and engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible actual costs.

10. Construction Responsibilities

Construction will be carried out as stated in the Master Agreement. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this LPAFA of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this LPAFA.

12. Local Project Sources and Uses of Funds

- A. A Project Budget Estimate is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, environmental assessments and remediation, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for

one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. 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 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. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to the Project by federal and local sources.
- D.** If the project is not on the State Highway System, the Local Government may be responsible for all non-federal and non-state participation costs associated with the Project. Overrun funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.
- E.** The State will be responsible for securing the Federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the Project development cost. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
- F.** In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- G.** Whenever funds are paid by the Local Government to the State under this LPAFA, 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. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be

promptly paid by the owing party. 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 with approval by appropriate personnel of the Local Government.

- I. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- L. If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or 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 such 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 expenses related to relocation, removal, or adjustment of eligible utilities.
- M. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this 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.
- N. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- O. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

14. 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. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

15. Notices

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:
<u>ATTN: Director, Department of Transportation</u>	Director of Contract Services
<u>City of El Paso</u>	Texas Department of Transportation
<u>7968 San Pablo</u>	125 E. 11 th Street
<u>El Paso, Texas 79907-1246</u>	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided for in 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 delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless such Master Agreement provision is specifically excepted in this agreement.

17. 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.

18. Debarment Certification

The parties are prohibited from making any award at any tier to any party that 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 Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

19. 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.

20. Civil Rights Compliance

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).

21. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal 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 Local Government shall have final decision-

making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. 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. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (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.*

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- A. Any recipient or sub-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. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, agrees that it shall:
 - 1. Obtain and provide to the State and the Federal government, a Central Contracting Registry (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). 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 and the Federal government, a Data Universal Numbering System or DUNS number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top executives to the State and Federal government if:
 - i. More than eighty percent (80%) of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
 - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

23. Single Audit Report

- A.** The parties 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.
- 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 2010."
- 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.

24. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

By: _____
Joyce Wilson, City Manager

Date: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Daryl W. Cole
Director
Department of Transportation

Lupe Cuellar
Assistant City Attorney

THE STATE OF TEXAS

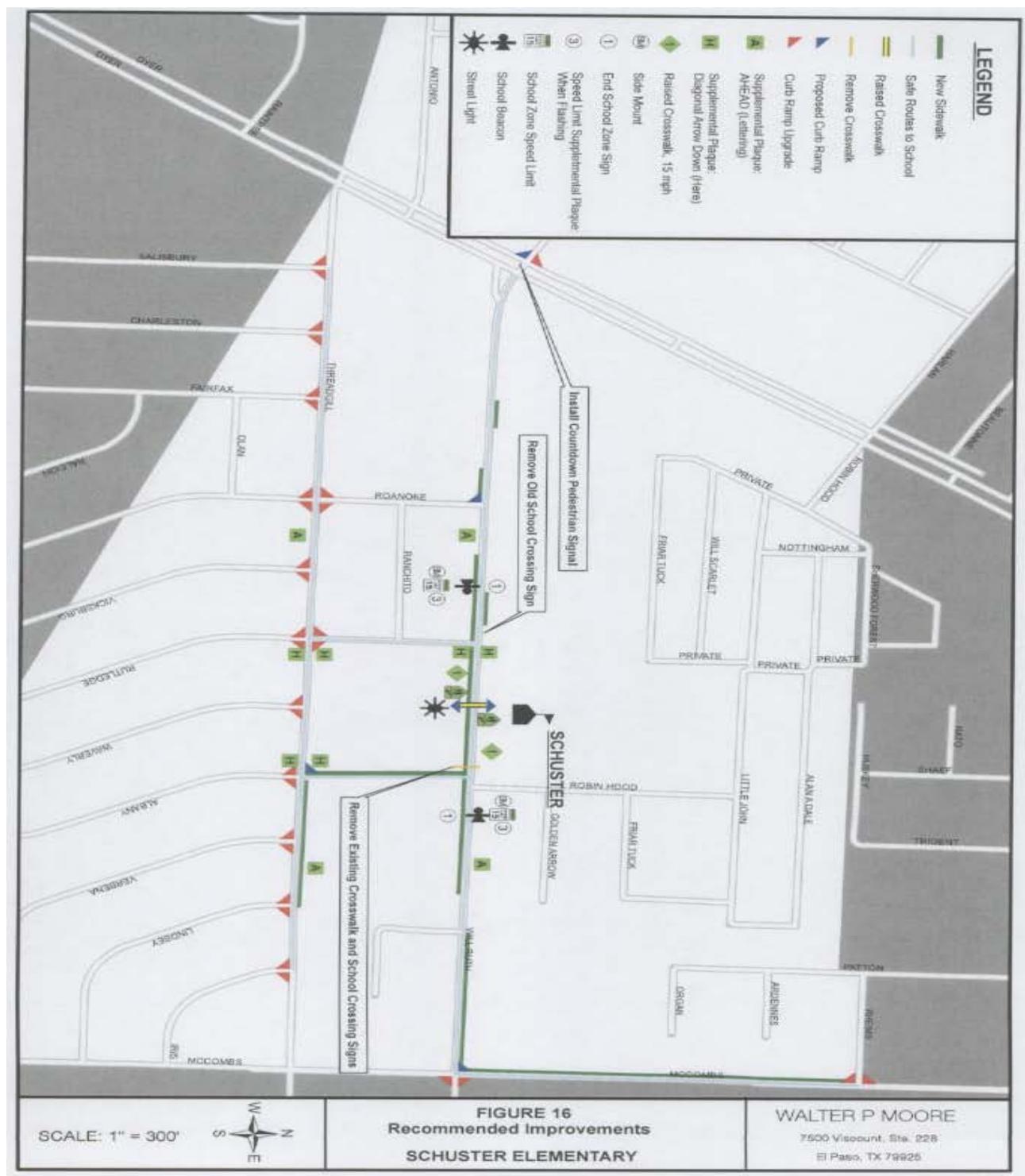
Carol T. Rawson, P.E.,
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Texas Department of Transportation

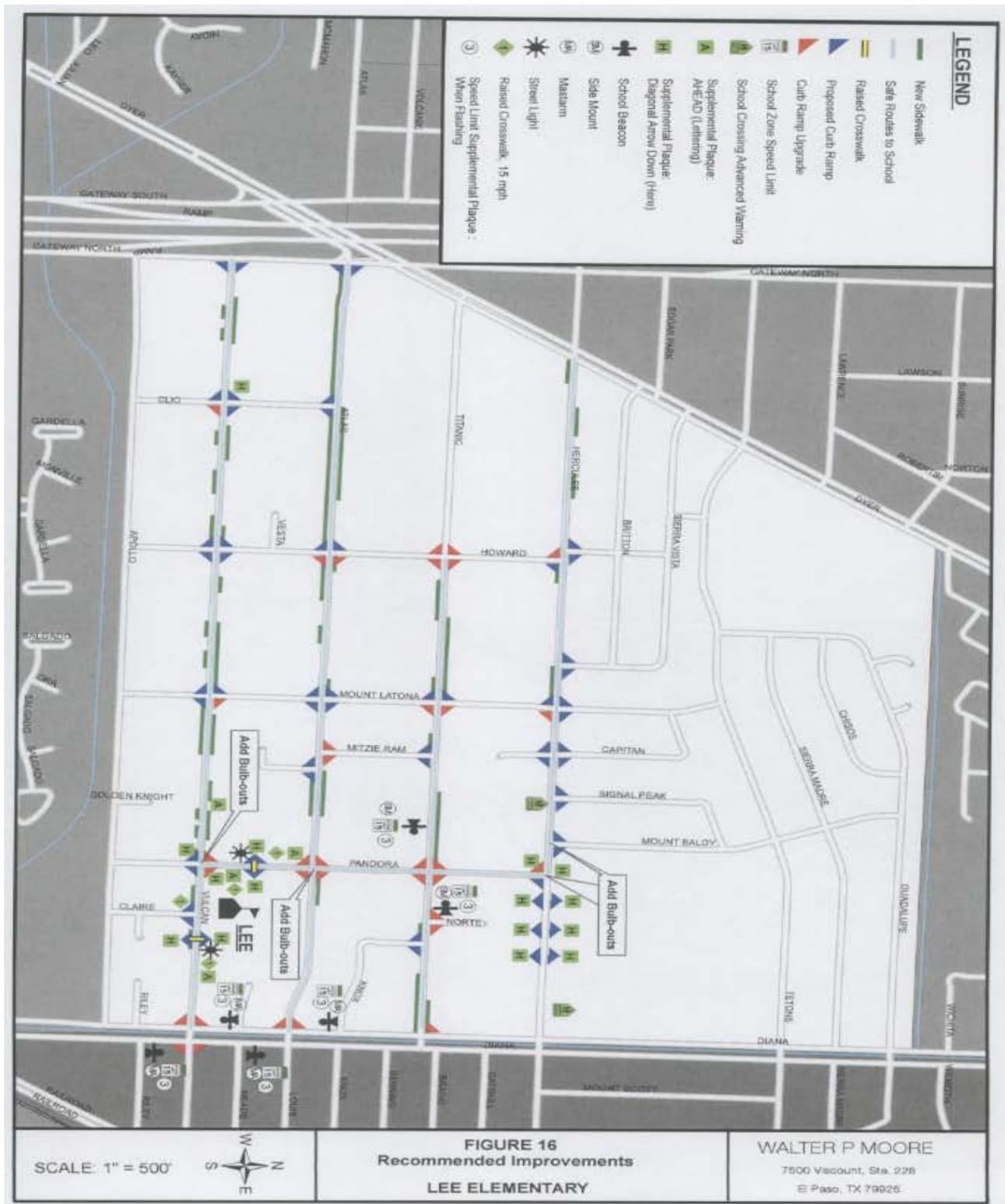
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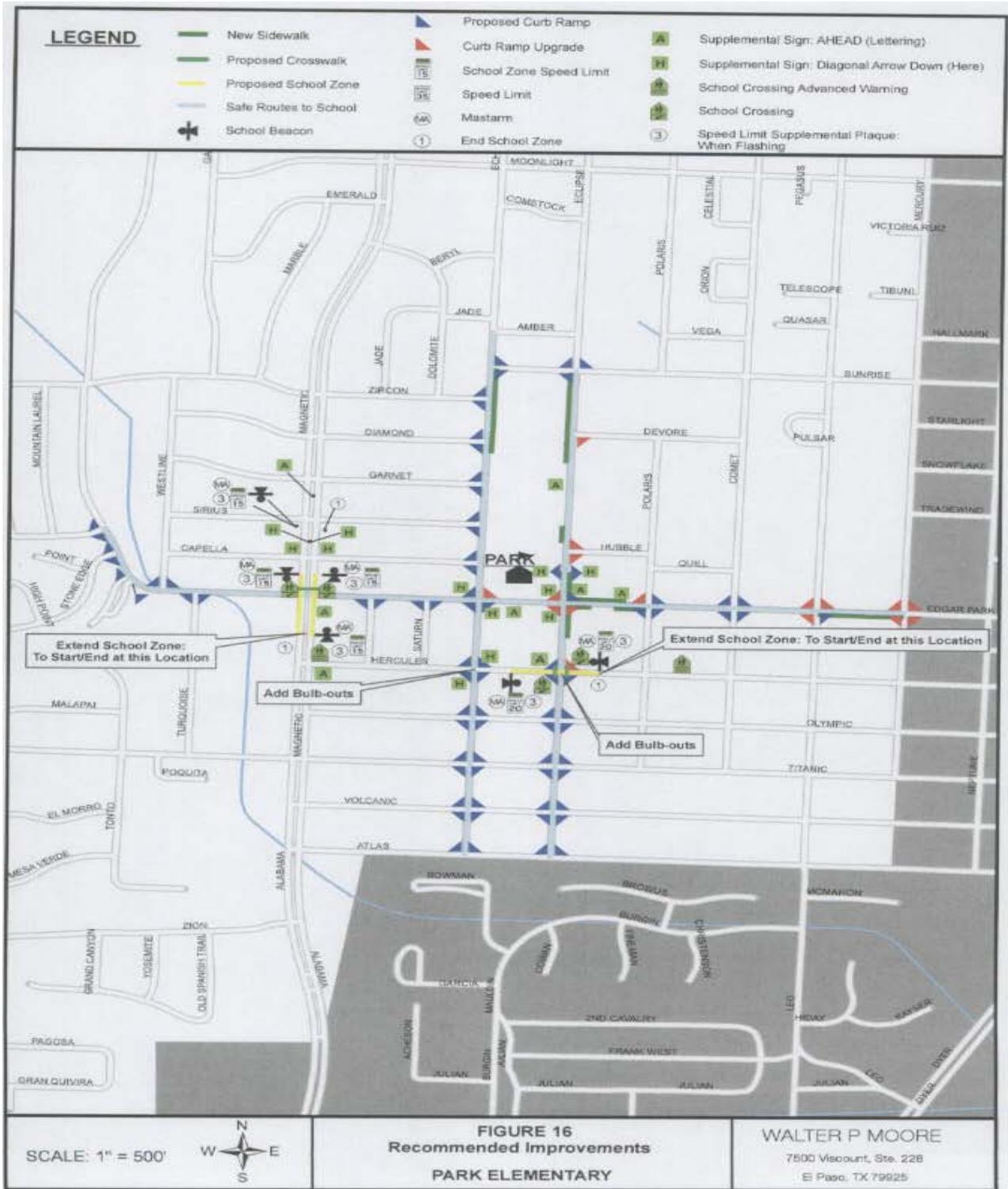
CSJ # 0924-06-400
District # 24 El Paso
Code Chart 64 # 13400
Project: El Paso ISD North Central
Region Safe Routes to School
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

ATTACHMENT B PROJECT LOCATION MAP











**ATTACHMENT C
 PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

This is an estimate only; final participation amounts will be based on actual charges to the project.

Description	Total Estimate Cost	Federal Participation	Local Participation
Preliminary Engineering (PS&E Development)	\$63,937.00	\$63,937.00	
Environmental (no cash contribution)			
Right of Way (ROW)			
Construction (Federal Participation can not exceed amount approved by Texas Transportation Commission)	\$376,100.00	\$376,100.00	
SUBTOTAL	\$440,037.00	\$440,037.00	
Direct State Costs (including plan review, inspection and oversight)	\$41,371.00	\$41,371.00	
Construction Contingencies	\$26,327.00	\$26,327.00	
TOTAL	\$507,735.00	\$507,735.00	

Total participation required from the Local Government = \$0

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
FOR A SAFE ROUTES TO SCHOOL PROJECT**

This Local Project Advance Funding Agreement for a Safe Routes to School Project (LPAFA) 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 El Paso, acting by and through its duly authorized officials, 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 Local Government prepared and submitted to the State an application for consideration under the Safe Routes to School Program for the project, which is briefly described as Infrastructure Improvements in the vicinity of the El Paso Independent School District Northern Region, called the “Project”; and

WHEREAS, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

WHEREAS, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States’ Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

WHEREAS, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §§25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of state and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112268 awarding funding for projects in the 2009 Program Call, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this LPAFA as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the LPAFA

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement or for the conditions, and in the manner, described herein:

- A.** The termination of this LPAFA shall extinguish all rights, duties, obligations and liabilities of the State under this LPAFA. If the potential termination of the LPAFA is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- B.** If the Local Government withdraws from the Project after the LPAFA is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
- C.** A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this LPAFA will be appropriately terminated. A Project may be eliminated from the program if:
 1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.
 2. The implementation of the Project would involve significant deviation from the activities as proposed in the application.
 3. The Local Government withdraws from participation in the Project.

The Project is not let to contract or if utilizing local forces, construction has not begun by a date three (3) years from project award notification.

4. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.
5. The State determines that federal funding may be lost due to the Project not being implemented and completed.

3. Amendments

Amendments of this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the application and as approved by the Texas Transportation Commission, consists of the installation of school zone flashers in the vicinity of the El Paso Independent School District Northern Region.

5. Right of Way and Real Property Acquisition

Right of Way and Real Property Acquisition shall be the responsibility of the Local Government, as stated in the Master Agreement with the following additional requirements:

- A.** The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- B.** In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value, and credit that amount towards the Local Government's financial share. The State will not reimburse the Local Government for any real property acquired before execution of this LPAFA and the obligation of federal spending authority.
- C.** The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- D.** The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government

representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- E. Condemnation shall not be used to acquire real property for this Project. However, real property that was acquired prior to 1991 through eminent domain and in accordance with applicable state and federal laws, may be used for project purposes.
- F. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed one hundred percent (100%) of the cost of the real property purchased in accordance with the terms and provisions of this LPAFA. Reimbursement will be in an amount not to exceed one hundred percent (100%) of the State's predetermined value of each parcel, or the net cost of each parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- G. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this LPAFA. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than ten (10) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed separate agreement shall be provided to the State.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's

request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement without exception unless otherwise specified in the application for the Project and approved by the State. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the application and approved by the State. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Certification

Forty-five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

9. Engineering Services

Engineering services will be provided by the Local Government. Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

A. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. All roadway improvement designs for on-system highways must comply with the latest version of TxDOT manuals, including but not limited to, the *Roadway Design Manual*, the *Pavement Design Manual*, the *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the *Americans with Disabilities Act Accessibility Guidelines (ADAAG)* and the TAS. All roadway improvement designs for off-system roads must comply with the minimum standards of the latest version of *American Association of State Highway Transportation Officials' (AASHTO) Policy on Geometric Design of the Highways and Streets*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the ADAAG and the TAS. All bicycle path and bicycle lane designs must comply with the latest version of the *AASHTO Guide for the Development of Bicycle Facilities*, the *Texas Manual on Uniform Traffic Control Devices*, the *Hydraulic Design Manual*, and the latest versions of the ADAAG, and the TAS. For new shared bicycle lanes on a signed, designated bicycle route, the minimum lane width must be 14 feet, measured from the existing center stripe to the curb or shoulder, where applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.

- B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.
- C. The Local Government shall submit to the State all documentation relating to actual costs incurred for providing architectural and engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible actual costs.

10. Construction Responsibilities

Construction will be carried out as stated in the Master Agreement. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this LPAFA of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this LPAFA.

12. Local Project Sources and Uses of Funds

- A. A Project Budget Estimate is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, environmental assessments and remediation, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for

one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. 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 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. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to the Project by federal and local sources.
- D.** If the project is not on the State Highway System, the Local Government may be responsible for all non-federal and non-state participation costs associated with the Project. Overrun funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.
- E.** The State will be responsible for securing the Federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the Project development cost. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
- F.** In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- G.** Whenever funds are paid by the Local Government to the State under this LPAFA, 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. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be

promptly paid by the owing party. 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 with approval by appropriate personnel of the Local Government.

- I. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- L. If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or 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 such 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 expenses related to relocation, removal, or adjustment of eligible utilities.
- M. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this 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.
- N. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- O. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

14. 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. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

15. Notices

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:
<u>ATTN: Director, Department of Transportation</u>	Director of Contract Services
<u>City of El Paso</u>	Texas Department of Transportation
<u>7968 San Pablo</u>	125 E. 11 th Street
<u>El Paso, Texas 79907-1246</u>	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided for in 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 delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless such Master Agreement provision is specifically excepted in this agreement.

17. 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.

18. Debarment Certification

The parties are prohibited from making any award at any tier to any party that 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 Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

19. 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.

20. Civil Rights Compliance

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).

21. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal 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 Local Government shall have final decision-

making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. 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. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (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.*

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient or sub-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. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, agrees that it shall:
 - 1. Obtain and provide to the State and the Federal government, a Central Contracting Registry (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). 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 and the Federal government, a Data Universal Numbering System or DUNS number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top executives to the State and Federal government if:
 - i. More than eighty percent (80%) of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
 - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

23. Single Audit Report

- A.** The parties 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.
- 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 2010."
- 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.

24. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

By: _____
Joyce Wilson, City Manager

Date: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Daryl W. Cole
Director
Department of Transportation

Lupe Cuellar
Assistant City Attorney

THE STATE OF TEXAS

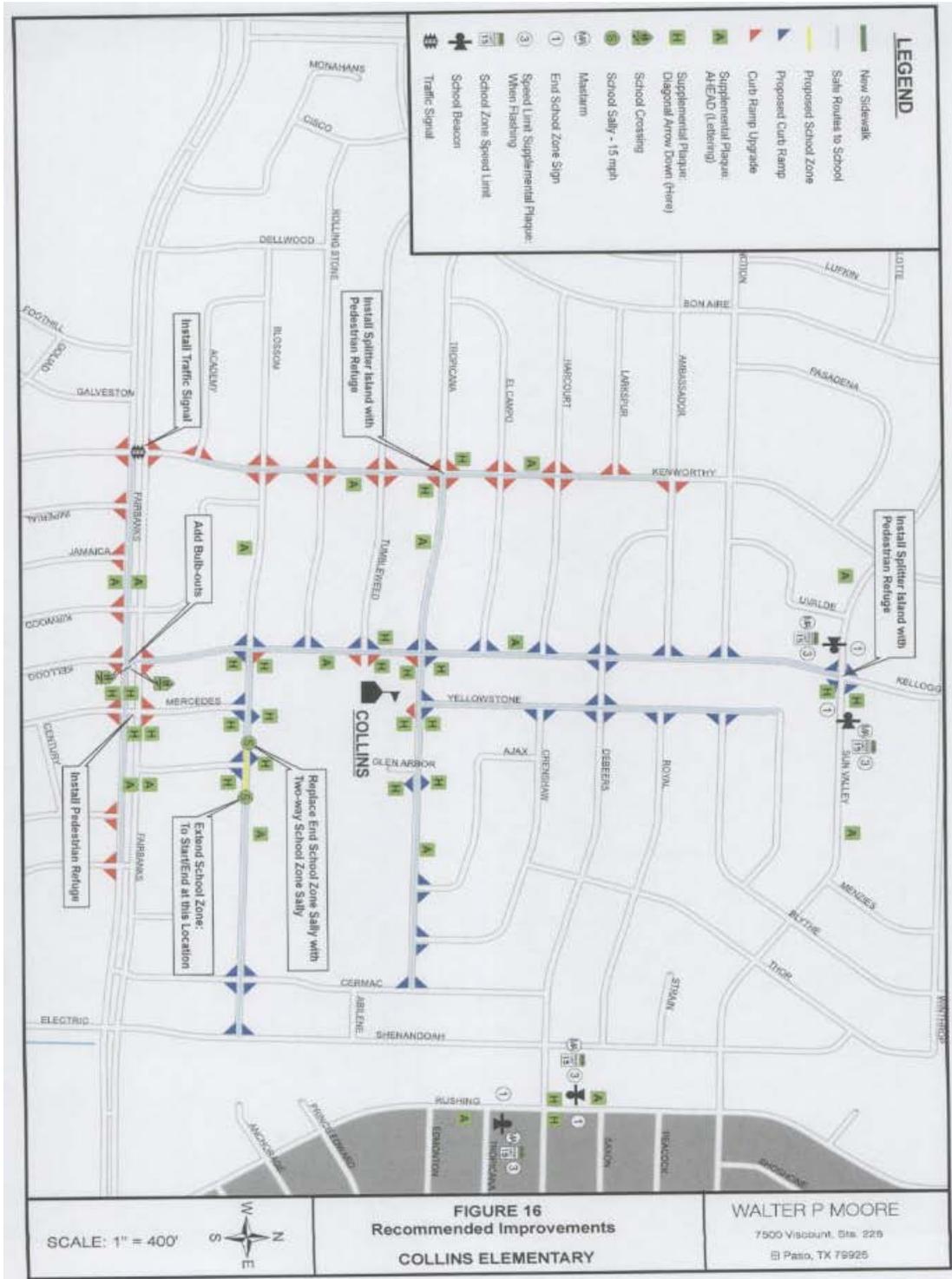
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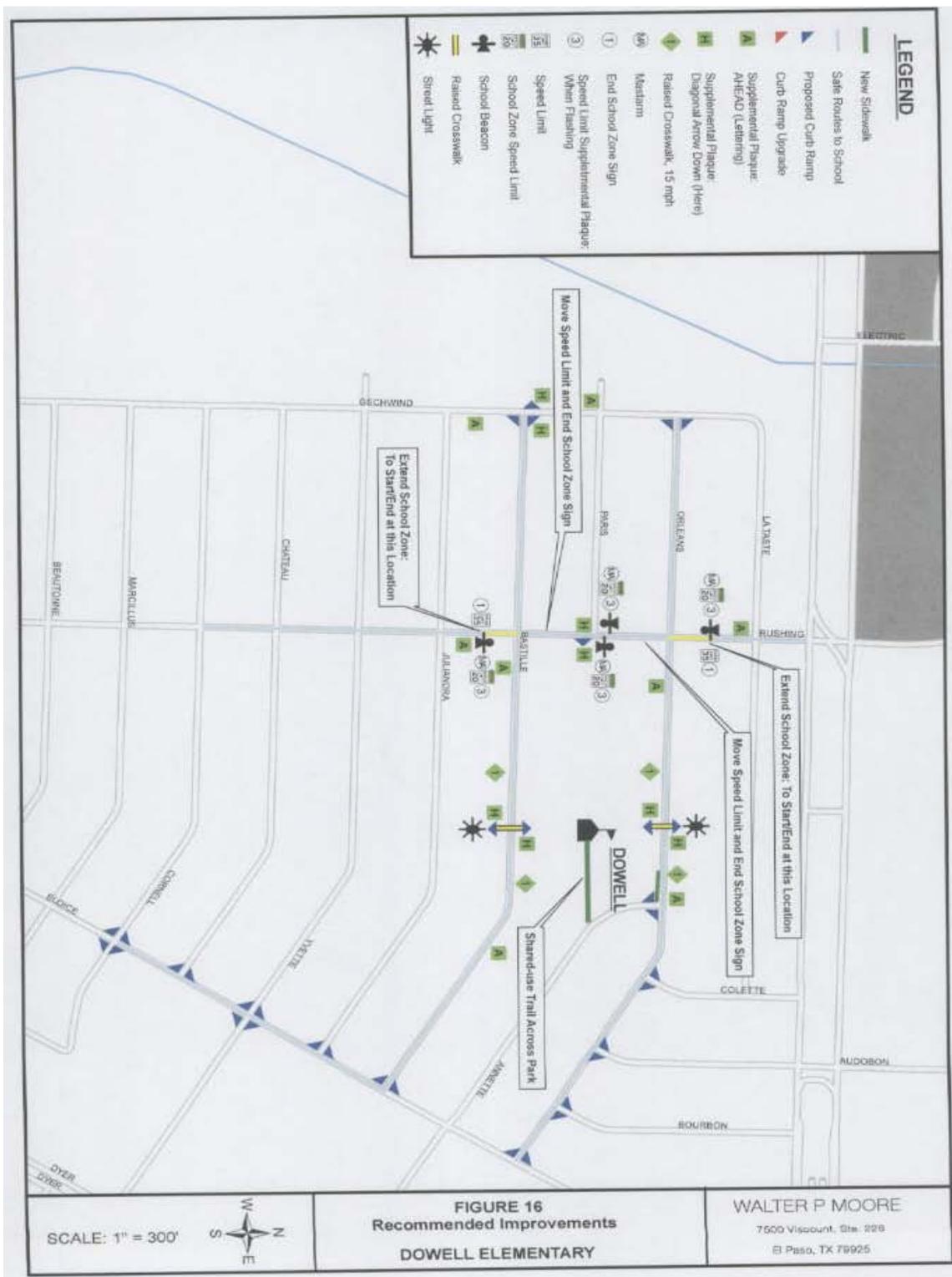
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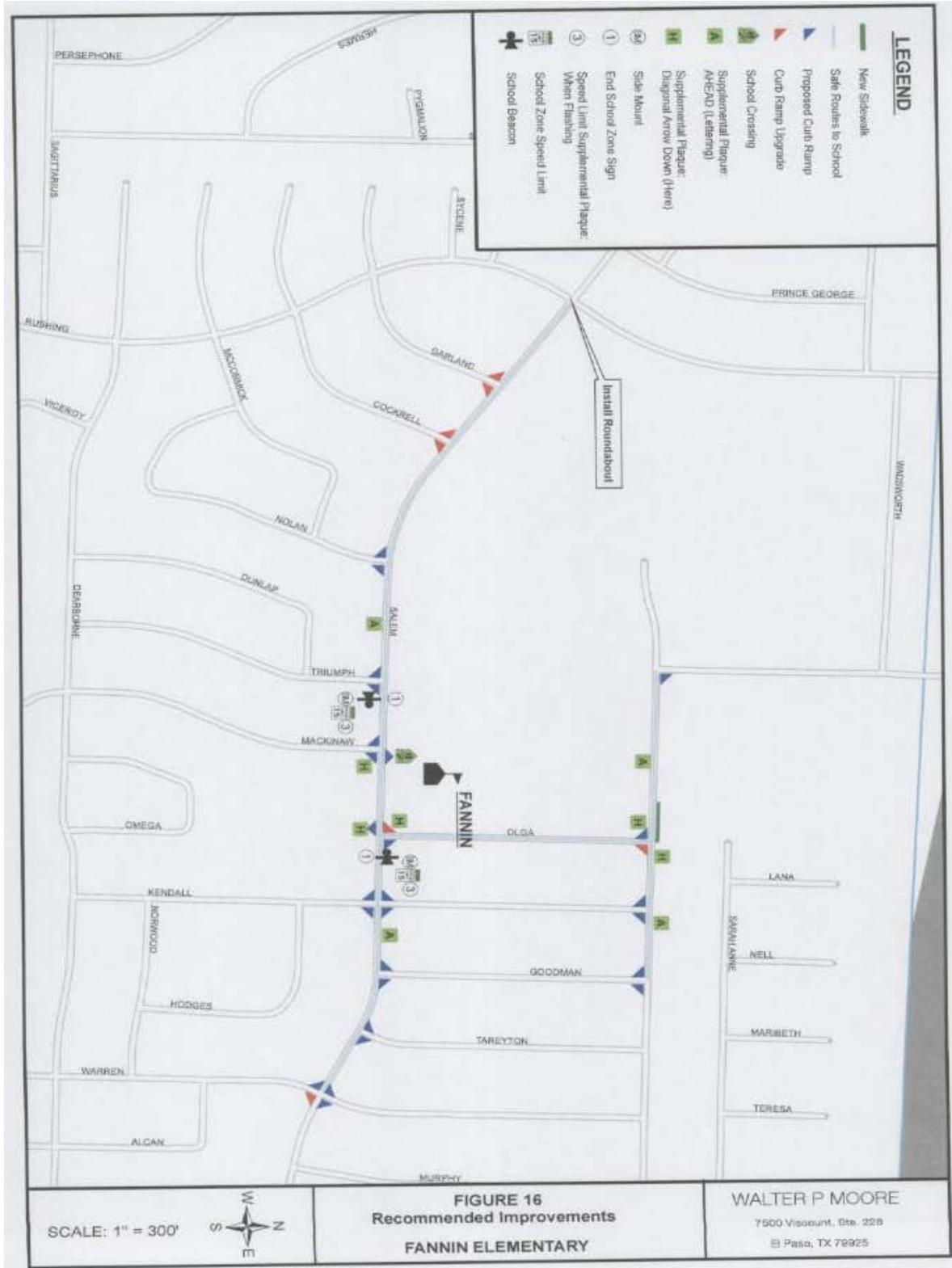
CSJ # 0924-06-401
District # 24 El Paso
Code Chart 64 # 13400
Project: El Paso ISD Northern Region
Safe Routes to School
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

**ATTACHMENT B
 PROJECT LOCATION MAP**







**ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

This is an estimate only; final participation amounts will be based on actual charges to the project.

Description	Total Estimate Cost	Federal Participation	Local Participation
Preliminary Engineering (PS&E Development)	\$63,937.00	\$63,937.00	
Environmental (no cash contribution)			
Right of Way (ROW)			
Construction (Federal Participation can not exceed amount approved by Texas Transportation Commission)	\$376,100.00	\$376,100.00	
SUBTOTAL	\$440,037.00	\$440,037.00	
Direct State Costs (including plan review, inspection and oversight)	\$41,371.00	\$41,371.00	
Construction Contingencies	\$26,327.00	\$26,327.00	
TOTAL	\$507,735.00	\$507,735.00	

Total participation required from the Local Government = \$0

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
FOR A SAFE ROUTES TO SCHOOL PROJECT**

This Local Project Advance Funding Agreement for a Safe Routes to School Project (LPAFA) 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 El Paso, acting by and through its duly authorized officials, 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 Local Government prepared and submitted to the State an application for consideration under the Safe Routes to School Program for the project, which is briefly described as Infrastructure Improvements in the vicinity of the El Paso Independent School District West Region, called the “Project”; and

WHEREAS, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

WHEREAS, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States’ Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

WHEREAS, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §§25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of state and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112268 awarding funding for projects in the 2009 Program Call, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this LPAFA as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the LPAFA

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement or for the conditions, and in the manner, described herein:

- A.** The termination of this LPAFA shall extinguish all rights, duties, obligations and liabilities of the State under this LPAFA. If the potential termination of the LPAFA is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- B.** If the Local Government withdraws from the Project after the LPAFA is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
- C.** A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this LPAFA will be appropriately terminated. A Project may be eliminated from the program if:
 1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.
 2. The implementation of the Project would involve significant deviation from the activities as proposed in the application.
 3. The Local Government withdraws from participation in the Project.

The Project is not let to contract or if utilizing local forces, construction has not begun by a date three (3) years from project award notification.

4. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.
5. The State determines that federal funding may be lost due to the Project not being implemented and completed.

3. Amendments

Amendments of this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the application and as approved by the Texas Transportation Commission, consists of the installation of school zone flashers in the vicinity of the El Paso Independent School District West Region.

5. Right of Way and Real Property Acquisition

Right of Way and Real Property Acquisition shall be the responsibility of the Local Government, as stated in the Master Agreement with the following additional requirements:

- A.** The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- B.** In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value, and credit that amount towards the Local Government's financial share. The State will not reimburse the Local Government for any real property acquired before execution of this LPAFA and the obligation of federal spending authority.
- C.** The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- D.** The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government

representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- E. Condemnation shall not be used to acquire real property for this Project. However, real property that was acquired prior to 1991 through eminent domain and in accordance with applicable state and federal laws, may be used for project purposes.
- F. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed one hundred percent (100%) of the cost of the real property purchased in accordance with the terms and provisions of this LPAFA. Reimbursement will be in an amount not to exceed one hundred percent (100%) of the State's predetermined value of each parcel, or the net cost of each parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- G. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this LPAFA. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than ten (10) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed separate agreement shall be provided to the State.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's

request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement without exception unless otherwise specified in the application for the Project and approved by the State. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the application and approved by the State. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Certification

Forty-five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

9. Engineering Services

Engineering services will be provided by the Local Government. Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

A. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. All roadway improvement designs for on-system highways must comply with the latest version of TxDOT manuals, including but not limited to, the *Roadway Design Manual*, the *Pavement Design Manual*, the *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the *Americans with Disabilities Act Accessibility Guidelines (ADAAG)* and the TAS. All roadway improvement designs for off-system roads must comply with the minimum standards of the latest version of *American Association of State Highway Transportation Officials' (AASHTO) Policy on Geometric Design of the Highways and Streets*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the ADAAG and the TAS. All bicycle path and bicycle lane designs must comply with the latest version of the *AASHTO Guide for the Development of Bicycle Facilities*, the *Texas Manual on Uniform Traffic Control Devices*, the *Hydraulic Design Manual*, and the latest versions of the ADAAG, and the TAS. For new shared bicycle lanes on a signed, designated bicycle route, the minimum lane width must be 14 feet, measured from the existing center stripe to the curb or shoulder, where applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.

- B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.
- C. The Local Government shall submit to the State all documentation relating to actual costs incurred for providing architectural and engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible actual costs.

10. Construction Responsibilities

Construction will be carried out as stated in the Master Agreement. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this LPAFA of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this LPAFA.

12. Local Project Sources and Uses of Funds

- A. A Project Budget Estimate is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, environmental assessments and remediation, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for

one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. 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 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. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to the Project by federal and local sources.
- D.** If the project is not on the State Highway System, the Local Government may be responsible for all non-federal and non-state participation costs associated with the Project. Overrun funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.
- E.** The State will be responsible for securing the Federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the Project development cost. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
- F.** In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- G.** Whenever funds are paid by the Local Government to the State under this LPAFA, 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. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be

promptly paid by the owing party. 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 with approval by appropriate personnel of the Local Government.

- I. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- L. If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or 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 such 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 expenses related to relocation, removal, or adjustment of eligible utilities.
- M. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this 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.
- N. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- O. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

14. 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. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

15. Notices

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:
<u>ATTN: Director, Department of Transportation</u>	Director of Contract Services
<u>City of El Paso</u>	Texas Department of Transportation
<u>7968 San Pablo</u>	125 E. 11 th Street
<u>El Paso, Texas 79907-1246</u>	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided for in 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 delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless such Master Agreement provision is specifically excepted in this agreement.

17. 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.

18. Debarment Certification

The parties are prohibited from making any award at any tier to any party that 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 Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

19. 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.

20. Civil Rights Compliance

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).

21. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal 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 Local Government shall have final decision-

making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. 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. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (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.*

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient or sub-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. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, agrees that it shall:
 - 1. Obtain and provide to the State and the Federal government, a Central Contracting Registry (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). 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 and the Federal government, a Data Universal Numbering System or DUNS number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top executives to the State and Federal government if:
 - i. More than eighty percent (80%) of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
 - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

23. Single Audit Report

- A.** The parties 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.
- 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 2010."
- 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.

24. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

By: _____
Joyce Wilson, City Manager

Date: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Daryl W. Cole
Director
Department of Transportation

Lupe Cuellar
Assistant City Attorney

THE STATE OF TEXAS

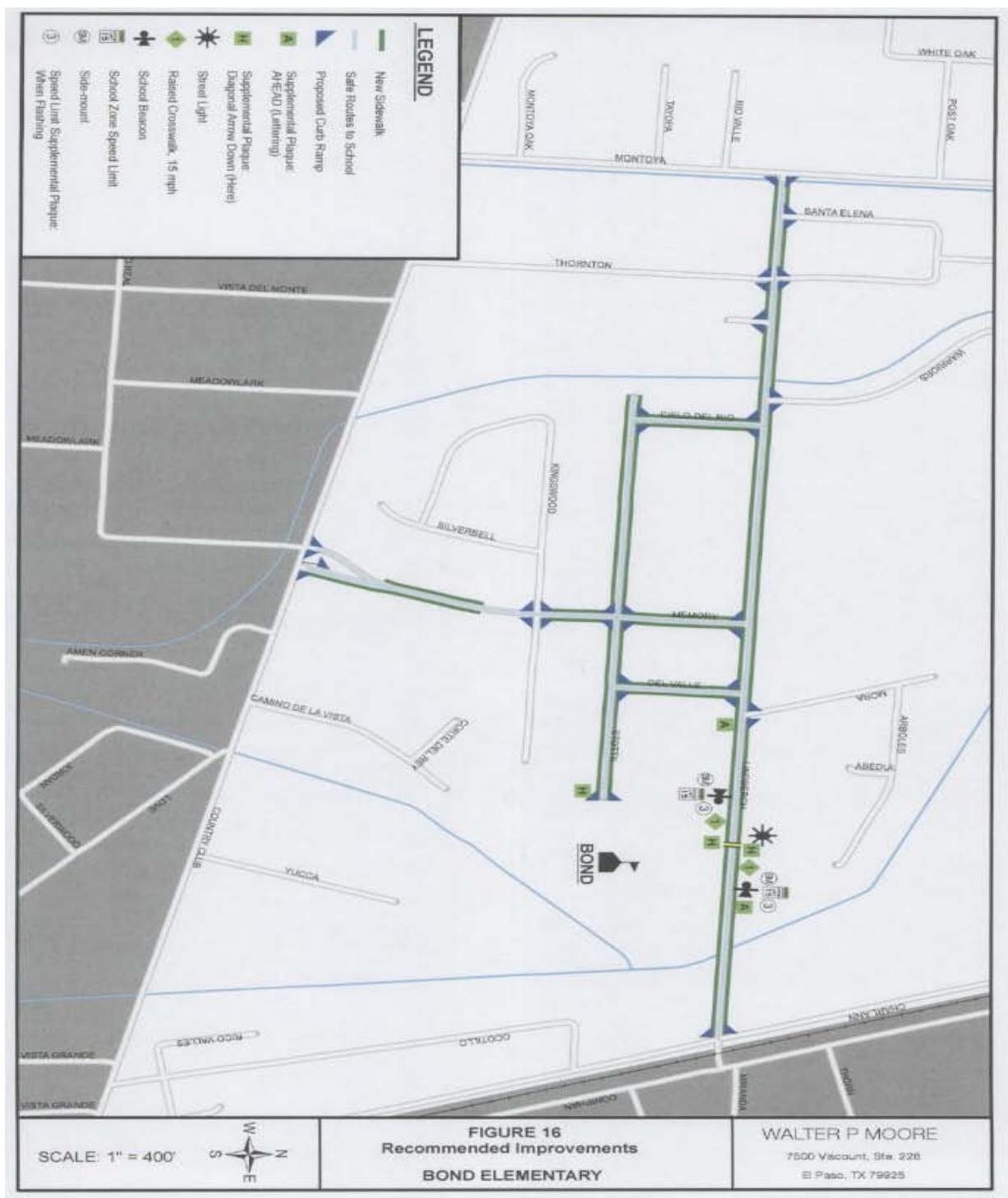
Carol T. Rawson, P.E.,
Director, Traffic Operations Division
Texas Department of Transportation

Date

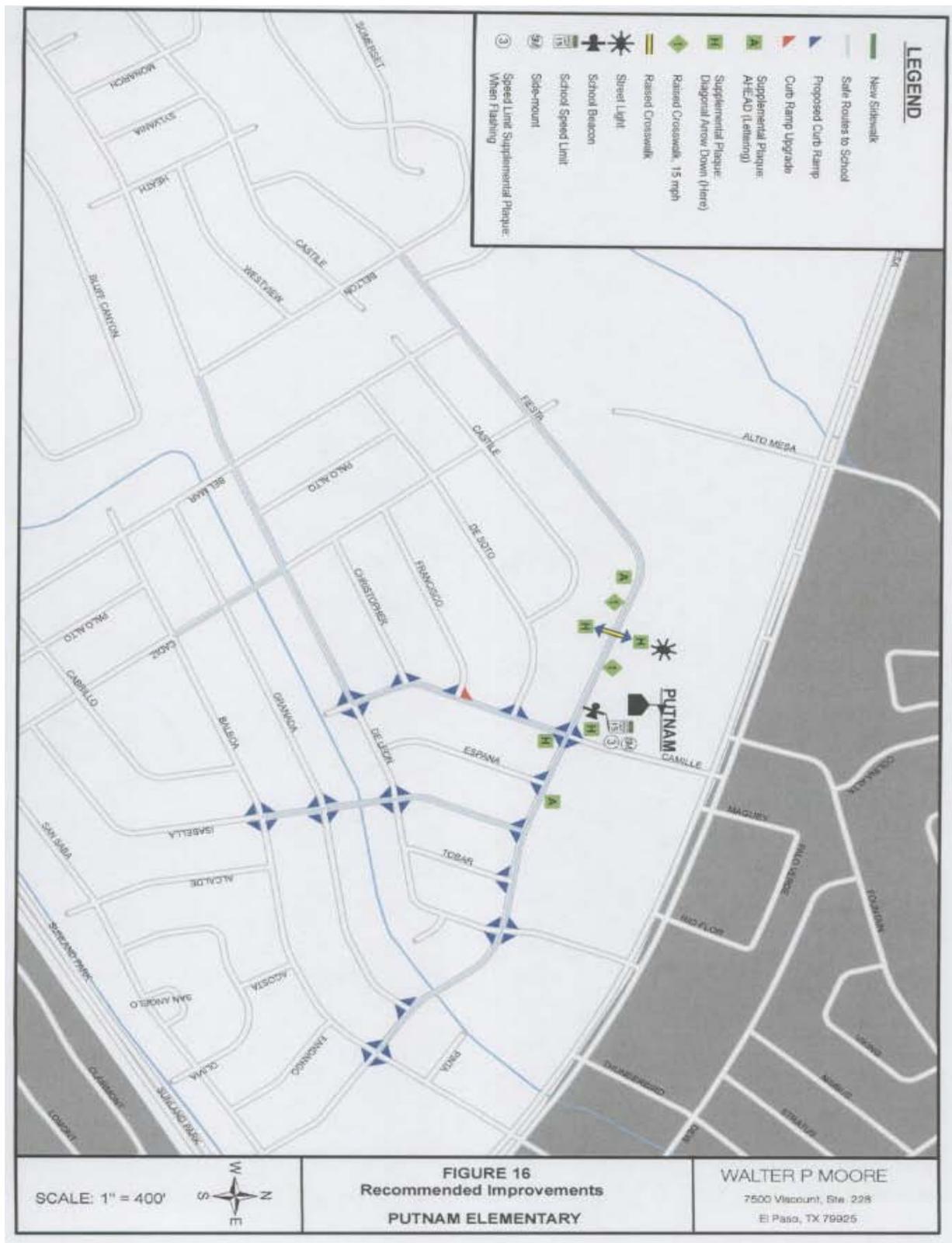
CSJ # 0924-06-402
District # 24 El Paso
Code Chart 64 # 13400
Project: El Paso ISD West Region
Safe Routes to School
Federal Highway Administration
CFDA # 20.205
Not Research and Development

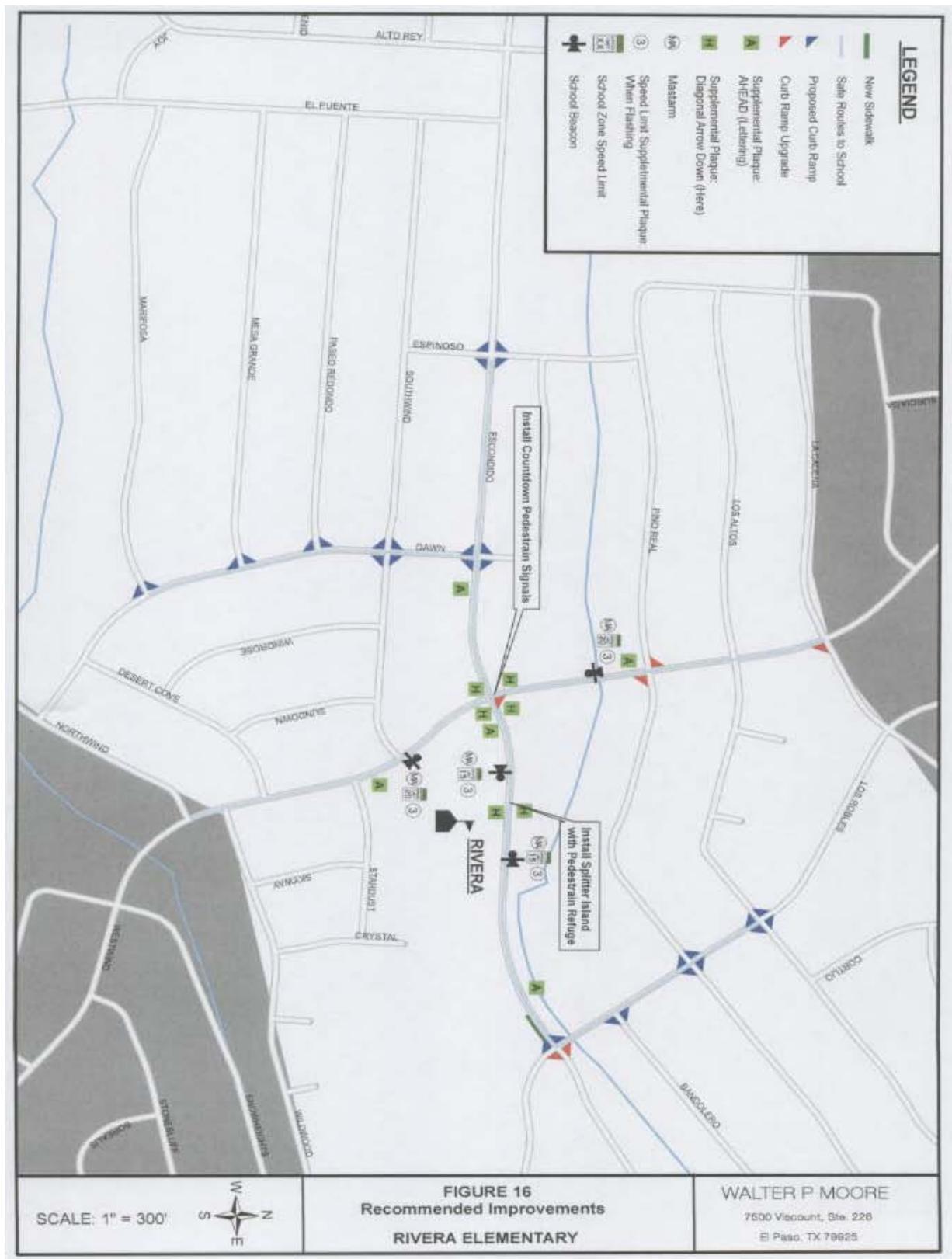
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ATTACHMENT B PROJECT LOCATION MAP













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STATE OF TEXAS §

COUNTY OF TRAVIS §

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WHEREAS, the Local Government prepared and submitted to the State an application for consideration under the Safe Routes to School Program for the project, which is briefly described as Infrastructure Improvements in the vicinity of the Ysleta Independent School District Mission Valley and Northeast Regions, called the “Project”; and

WHEREAS, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

WHEREAS, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States’ Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

WHEREAS, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §§25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of state and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112268 awarding funding for projects in the 2009 Program Call, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this LPAFA as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the LPAFA

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement or for the conditions, and in the manner, described herein:

- A.** The termination of this LPAFA shall extinguish all rights, duties, obligations and liabilities of the State under this LPAFA. If the potential termination of the LPAFA is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- B.** If the Local Government withdraws from the Project after the LPAFA is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
- C.** A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this LPAFA will be appropriately terminated. A Project may be eliminated from the program if:
 1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.
 2. The implementation of the Project would involve significant deviation from the activities as proposed in the application.
 3. The Local Government withdraws from participation in the Project.
The Project is not let to contract or if utilizing local forces, construction has not begun by a date three (3) years from project award notification.

4. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.
5. The State determines that federal funding may be lost due to the Project not being implemented and completed.

3. Amendments

Amendments of this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the application and as approved by the Texas Transportation Commission, consists of the installation of school zone flashers in the vicinity of the Ysleta Independent School District Mission Valley and Northeast Regions.

5. Right of Way and Real Property Acquisition

Right of Way and Real Property Acquisition shall be the responsibility of the Local Government, as stated in the Master Agreement with the following additional requirements:

- A.** The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- B.** In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value, and credit that amount towards the Local Government's financial share. The State will not reimburse the Local Government for any real property acquired before execution of this LPAFA and the obligation of federal spending authority.
- C.** The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- D.** The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the

amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- E.** Condemnation shall not be used to acquire real property for this Project. However, real property that was acquired prior to 1991 through eminent domain and in accordance with applicable state and federal laws, may be used for project purposes.
- F.** Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed one hundred percent (100%) of the cost of the real property purchased in accordance with the terms and provisions of this LPAFA. Reimbursement will be in an amount not to exceed one hundred percent (100%) of the State's predetermined value of each parcel, or the net cost of each parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- G.** If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this LPAFA. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than ten (10) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed separate agreement shall be provided to the State.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement without exception unless otherwise specified in the application for the Project and approved by the State. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the application and approved by the State. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Certification

Forty-five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

9. Engineering Services

Engineering services will be provided by the Local Government. Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

- A. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. All roadway improvement designs for on-system highways must comply with the latest version of TxDOT manuals, including but not limited to, the *Roadway Design Manual*, the *Pavement Design Manual*, the *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the *Americans with Disabilities Act Accessibility Guidelines (ADAAG)* and the TAS. All roadway improvement designs for off-system roads must comply with the minimum standards of the latest version of *American Association of State Highway Transportation Officials' (AASHTO) Policy on Geometric Design of the Highways and Streets*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the ADAAG and the TAS. All bicycle path and bicycle lane designs must comply with the latest version of the *AASHTO Guide for the Development of Bicycle Facilities*, the *Texas Manual on Uniform Traffic Control Devices*, the *Hydraulic Design Manual*, and the latest versions of the ADAAG, and the TAS. For new shared bicycle lanes on a signed, designated bicycle route, the minimum lane width must be 14 feet, measured from the existing center stripe to the curb or shoulder, where applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.
- B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary

revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.

- C. The Local Government shall submit to the State all documentation relating to actual costs incurred for providing architectural and engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible actual costs.

10. Construction Responsibilities

Construction will be carried out as stated in the Master Agreement. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this LPAFA of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this LPAFA.

12. Local Project Sources and Uses of Funds

- A. A Project Budget Estimate is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, environmental assessments and remediation, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must

complete training before federal spending authority is obligated. 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 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. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- C.** A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to the Project by federal and local sources.
- D.** If the project is not on the State Highway System, the Local Government may be responsible for all non-federal and non-state participation costs associated with the Project. Overrun funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.
- E.** The State will be responsible for securing the Federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the Project development cost. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
- F.** In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- G.** Whenever funds are paid by the Local Government to the State under this LPAFA, 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. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party. 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 with approval by appropriate personnel of the Local Government.

- I. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- L. If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or 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 such 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 expenses related to relocation, removal, or adjustment of eligible utilities.
- M. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this 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.
- N. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- O. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

14. 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. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

15. Notices

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:
<u>ATTN: Director, Department of Transportation</u>	Director of Contract Services
<u>City of El Paso</u>	Texas Department of Transportation
<u>7968 San Pablo</u>	125 E. 11 th Street
<u>El Paso, Texas 79907-1246</u>	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided for in 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 delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless such Master Agreement provision is specifically excepted in this agreement.

17. 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.

18. Debarment Certification

The parties are prohibited from making any award at any tier to any party that 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 Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

19. 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.

20. Civil Rights Compliance

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).

21. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal 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 Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. 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. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (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.*

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient or sub-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. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, agrees that it shall:
1. Obtain and provide to the State and the Federal government, a Central Contracting Registry (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). 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 and the Federal government, a Data Universal Numbering System or DUNS number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top executives to the State and Federal government if:
 - i. More than eighty percent (80%) of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
 - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

23. Single Audit Report

- A.** The parties 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.
- 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 2010."
- 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.

24. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

By: _____
Joyce Wilson, City Manager

Date: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Daryl W. Cole
Director
Department of Transportation

Lupe Cuellar
Assistant City Attorney

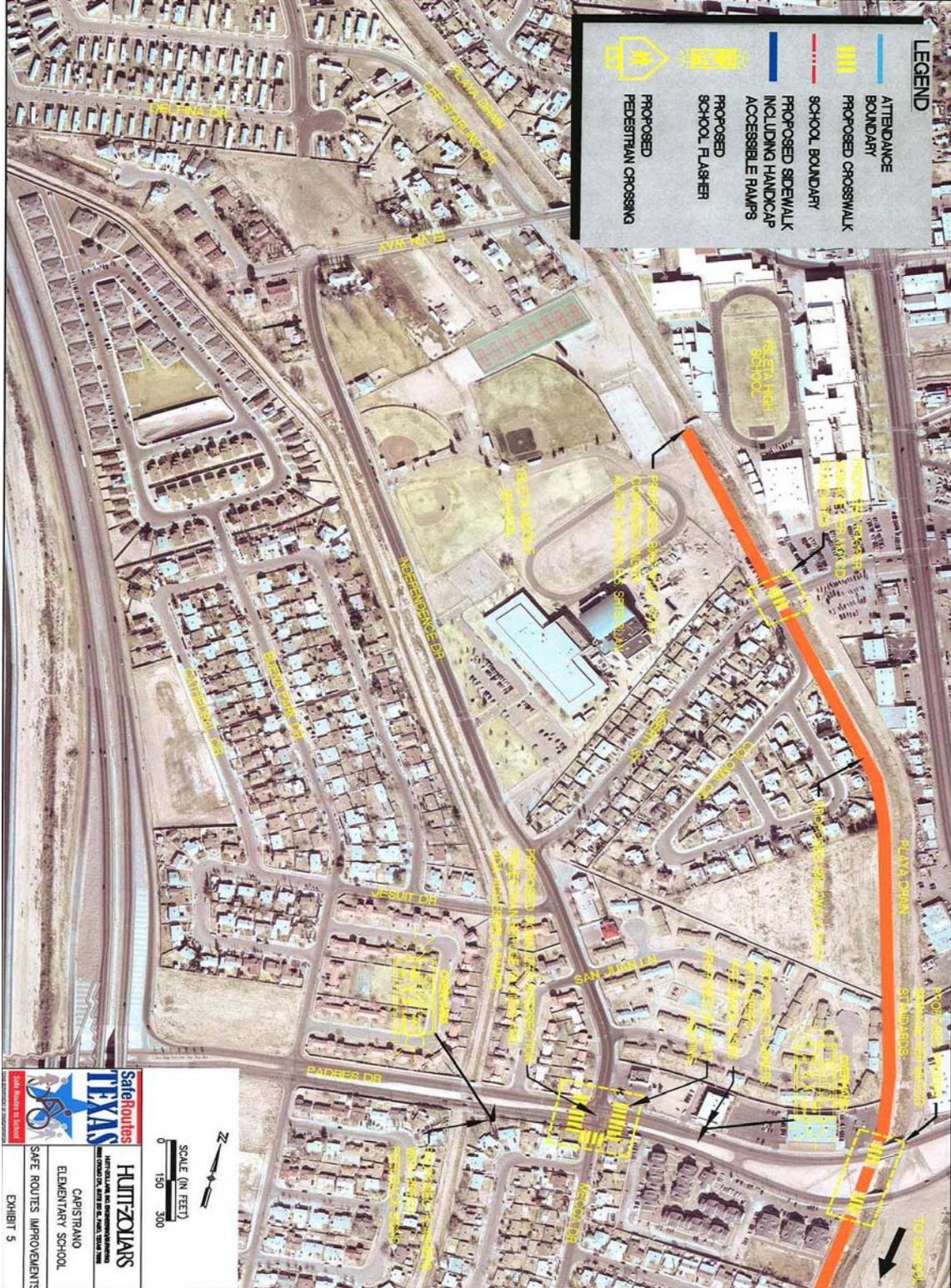
THE STATE OF TEXAS

Carol T. Rawson, P.E.,
Director, Traffic Operations Division
Texas Department of Transportation

Date

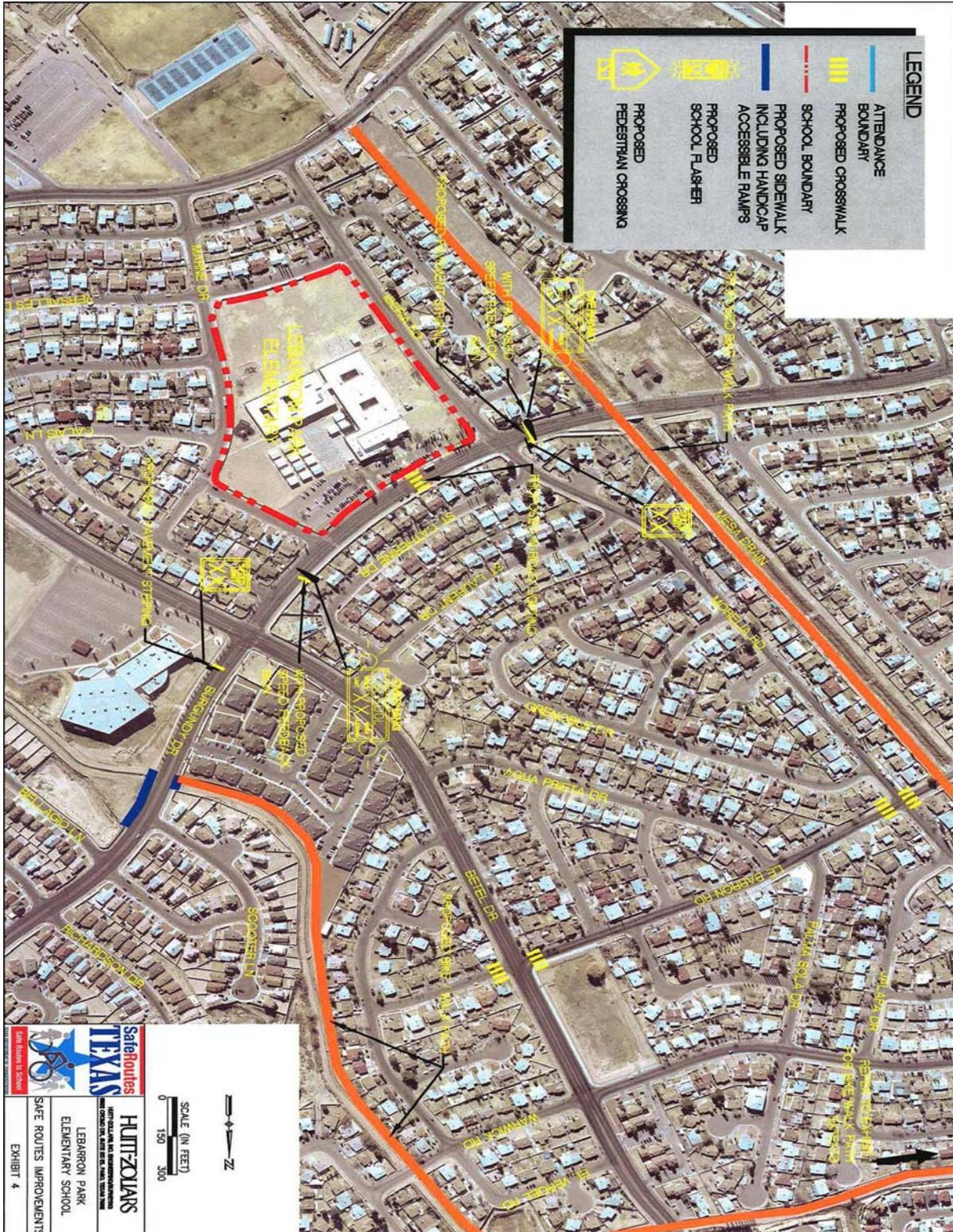
CSJ # 0924-06-403
District # 24 El Paso
Code Chart 64 # 13400
Project: Ysleta ISD Mission Valley and
Northeast Regions Safe Routes to School
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**











**ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

This is an estimate only; final participation amounts will be based on actual charges to the project.

Description	Total Estimate Cost	Federal Participation	Local Participation
Preliminary Engineering (PS&E Development)	\$63,937.00	\$63,937.00	
Environmental (no cash contribution)			
Right of Way (ROW)			
Construction (Federal Participation can not exceed amount approved by Texas Transportation Commission)	\$376,100.00	\$376,100.00	
SUBTOTAL	\$440,037.00	\$440,037.00	
Direct State Costs (including plan review, inspection and oversight)	\$41,371.00	\$41,371.00	
Construction Contingencies	\$26,327.00	\$26,327.00	
TOTAL	\$507,735.00	\$507,735.00	

Total participation required from the Local Government = \$0

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
FOR A SAFE ROUTES TO SCHOOL PROJECT**

This Local Project Advance Funding Agreement for a Safe Routes to School Project (LPAFA) 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 El Paso, acting by and through its duly authorized officials, 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 Local Government prepared and submitted to the State an application for consideration under the Safe Routes to School Program for the project, which is briefly described as Infrastructure Improvements in the vicinity of the Ysleta Independent School District South Region, called the “Project”; and

WHEREAS, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

WHEREAS, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States’ Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

WHEREAS, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §§25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of state and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112268 awarding funding for projects in the 2009 Program Call, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this LPAFA as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the LPAFA

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement or for the conditions, and in the manner, described herein:

- A.** The termination of this LPAFA shall extinguish all rights, duties, obligations and liabilities of the State under this LPAFA. If the potential termination of the LPAFA is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- B.** If the Local Government withdraws from the Project after the LPAFA is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
- C.** A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this LPAFA will be appropriately terminated. A Project may be eliminated from the program if:
 - 1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.
 - 2. The implementation of the Project would involve significant deviation from the activities as proposed in the application.
 - 3. The Local Government withdraws from participation in the Project.

The Project is not let to contract or if utilizing local forces, construction has not begun by a date three (3) years from project award notification.

4. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.
5. The State determines that federal funding may be lost due to the Project not being implemented and completed.

3. Amendments

Amendments of this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the application and as approved by the Texas Transportation Commission, consists of the installation of school zone flashers in the vicinity of the Ysleta Independent School District South Region.

5. Right of Way and Real Property Acquisition

Right of Way and Real Property Acquisition shall be the responsibility of the Local Government, as stated in the Master Agreement with the following additional requirements:

- A.** The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- B.** In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value, and credit that amount towards the Local Government's financial share. The State will not reimburse the Local Government for any real property acquired before execution of this LPAFA and the obligation of federal spending authority.
- C.** The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- D.** The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government

representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- E. Condemnation shall not be used to acquire real property for this Project. However, real property that was acquired prior to 1991 through eminent domain and in accordance with applicable state and federal laws, may be used for project purposes.
- F. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed one hundred percent (100%) of the cost of the real property purchased in accordance with the terms and provisions of this LPAFA. Reimbursement will be in an amount not to exceed one hundred percent (100%) of the State's predetermined value of each parcel, or the net cost of each parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- G. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this LPAFA. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than ten (10) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed separate agreement shall be provided to the State.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's

request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement without exception unless otherwise specified in the application for the Project and approved by the State. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the application and approved by the State. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Certification

Forty-five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

9. Engineering Services

Engineering services will be provided by the Local Government. Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

A. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. All roadway improvement designs for on-system highways must comply with the latest version of TxDOT manuals, including but not limited to, the *Roadway Design Manual*, the *Pavement Design Manual*, the *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the *Americans with Disabilities Act Accessibility Guidelines (ADAAG)* and the TAS. All roadway improvement designs for off-system roads must comply with the minimum standards of the latest version of *American Association of State Highway Transportation Officials' (AASHTO) Policy on Geometric Design of the Highways and Streets*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the ADAAG and the TAS. All bicycle path and bicycle lane designs must comply with the latest version of the *AASHTO Guide for the Development of Bicycle Facilities*, the *Texas Manual on Uniform Traffic Control Devices*, the *Hydraulic Design Manual*, and the latest versions of the ADAAG, and the TAS. For new shared bicycle lanes on a signed, designated bicycle route, the minimum lane width must be 14 feet, measured from the existing center stripe to the curb or shoulder, where applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.

- B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.
- C. The Local Government shall submit to the State all documentation relating to actual costs incurred for providing architectural and engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible actual costs.

10. Construction Responsibilities

Construction will be carried out as stated in the Master Agreement. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this LPAFA of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this LPAFA.

12. Local Project Sources and Uses of Funds

- A. A Project Budget Estimate is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, environmental assessments and remediation, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for

one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. 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 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. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to the Project by federal and local sources.
- D.** If the project is not on the State Highway System, the Local Government may be responsible for all non-federal and non-state participation costs associated with the Project. Overrun funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.
- E.** The State will be responsible for securing the Federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the Project development cost. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
- F.** In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- G.** Whenever funds are paid by the Local Government to the State under this LPAFA, 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. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be

promptly paid by the owing party. 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 with approval by appropriate personnel of the Local Government.

- I. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- L. If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or 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 such 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 expenses related to relocation, removal, or adjustment of eligible utilities.
- M. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this 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.
- N. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- O. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

14. 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. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

15. Notices

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:
<u>ATTN: Director, Department of Transportation</u>	Director of Contract Services
<u>City of El Paso</u>	Texas Department of Transportation
<u>7968 San Pablo</u>	125 E. 11 th Street
<u>El Paso, Texas 79907-1246</u>	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided for in 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 delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless such Master Agreement provision is specifically excepted in this agreement.

17. 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.

18. Debarment Certification

The parties are prohibited from making any award at any tier to any party that 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 Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

19. 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.

20. Civil Rights Compliance

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).

21. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal 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 Local Government shall have final decision-

making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. 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. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (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.*

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient or sub-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. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, agrees that it shall:
 - 1. Obtain and provide to the State and the Federal government, a Central Contracting Registry (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). 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 and the Federal government, a Data Universal Numbering System or DUNS number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top executives to the State and Federal government if:
 - i. More than eighty percent (80%) of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
 - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

23. Single Audit Report

- A.** The parties 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.
- 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 2010."
- 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.

24. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

By: _____
Joyce Wilson, City Manager

Date: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Daryl W. Cole
Director
Department of Transportation

Lupe Cuellar
Assistant City Attorney

THE STATE OF TEXAS

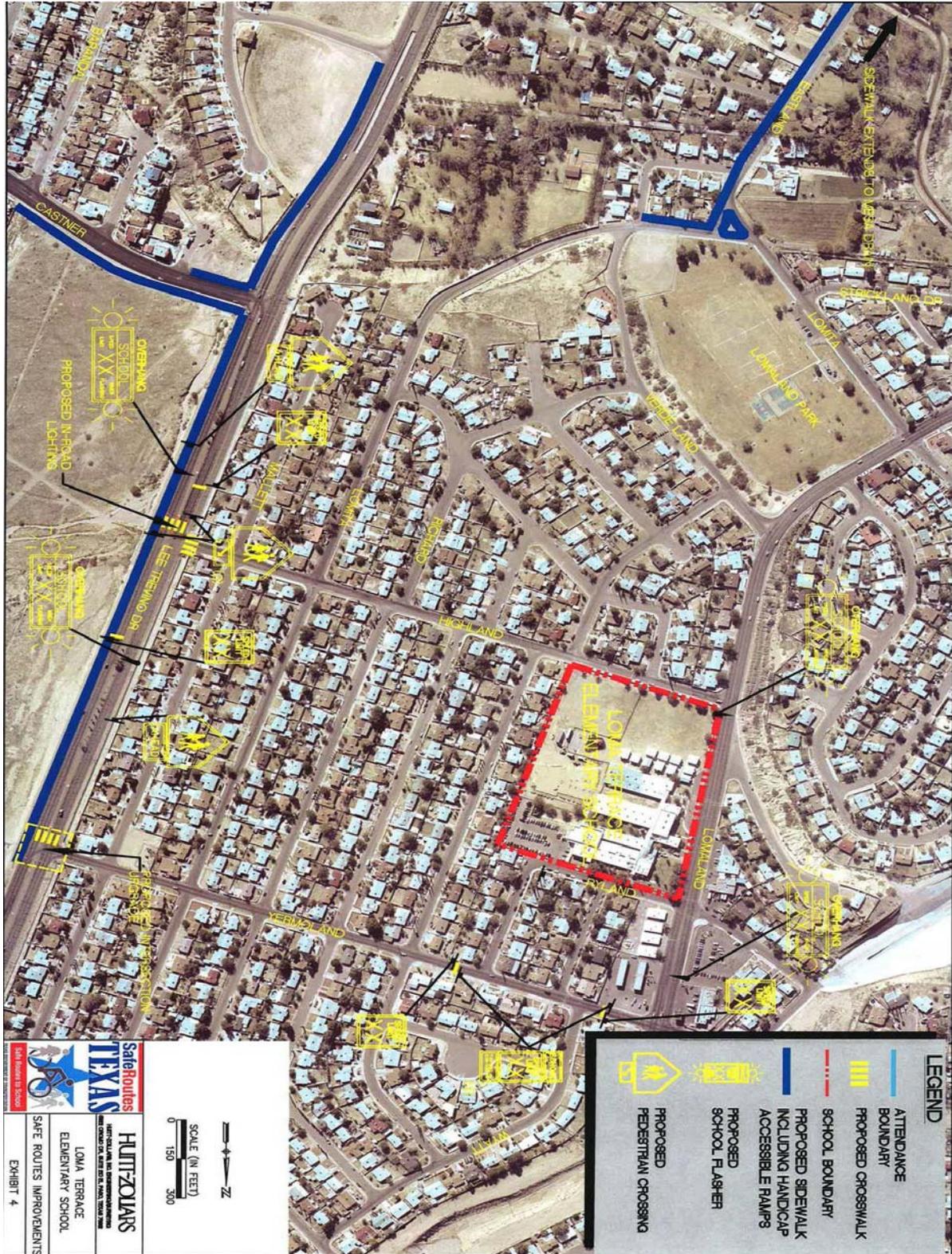
Carol T. Rawson, P.E.,
Director, Traffic Operations Division
Texas Department of Transportation

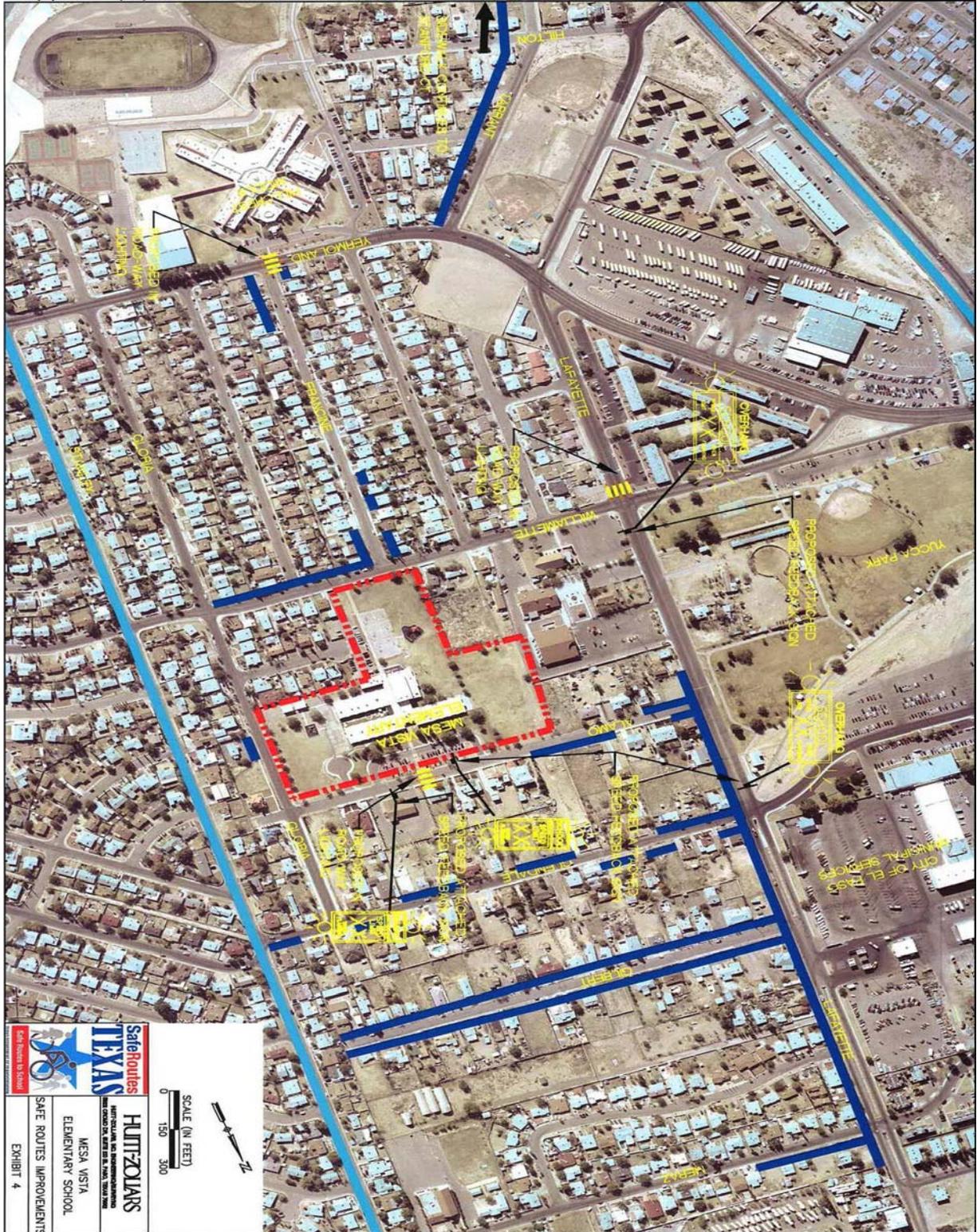
Date

CSJ # 0924-06-405
District # 24 El Paso
Code Chart 64 # 13400
Project: Ysleta ISD South Region
Safe Routes to School
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**









**ATTACHMENT C
 PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

This is an estimate only; final participation amounts will be based on actual charges to the project.

Description	Total Estimate Cost	Federal Participation	Local Participation
Preliminary Engineering (PS&E Development)	\$32,066.00	\$32,066.00	
Environmental (no cash contribution)			
Right of Way (ROW)			
Construction (Federal Participation can not exceed amount approved by Texas Transportation Commission)	\$156,417.00	\$156,417.00	
SUBTOTAL	\$188,483.00	\$188,483.00	
Direct State Costs (including plan review, inspection and oversight)	\$17,206.00	\$17,206.00	
Construction Contingencies	\$10,949.00	\$10,949.00	
TOTAL	\$216,638.00	\$216,638.00	

Total participation required from the Local Government = \$0

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
FOR A SAFE ROUTES TO SCHOOL PROJECT**

This Local Project Advance Funding Agreement for a Safe Routes to School Project (LPAFA) 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 El Paso, acting by and through its duly authorized officials, 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 Local Government prepared and submitted to the State an application for consideration under the Safe Routes to School Program for the project, which is briefly described as Infrastructure Improvements in the vicinity of the Ysleta Independent School District North Region, called the “Project”; and

WHEREAS, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

WHEREAS, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States’ Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

WHEREAS, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §§25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of state and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112268 awarding funding for projects in the 2009 Program Call, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this LPAFA as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the LPAFA

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement or for the conditions, and in the manner, described herein:

- A.** The termination of this LPAFA shall extinguish all rights, duties, obligations and liabilities of the State under this LPAFA. If the potential termination of the LPAFA is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- B.** If the Local Government withdraws from the Project after the LPAFA is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
- C.** A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this LPAFA will be appropriately terminated. A Project may be eliminated from the program if:
 1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.
 2. The implementation of the Project would involve significant deviation from the activities as proposed in the application.
 3. The Local Government withdraws from participation in the Project.

The Project is not let to contract or if utilizing local forces, construction has not begun by a date three (3) years from project award notification.

4. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.
5. The State determines that federal funding may be lost due to the Project not being implemented and completed.

3. Amendments

Amendments of this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the application and as approved by the Texas Transportation Commission, consists of the installation of school zone flashers in the vicinity of the Ysleta Independent School District North Region.

5. Right of Way and Real Property Acquisition

Right of Way and Real Property Acquisition shall be the responsibility of the Local Government, as stated in the Master Agreement with the following additional requirements:

- A.** The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- B.** In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value, and credit that amount towards the Local Government's financial share. The State will not reimburse the Local Government for any real property acquired before execution of this LPAFA and the obligation of federal spending authority.
- C.** The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- D.** The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government

representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- E. Condemnation shall not be used to acquire real property for this Project. However, real property that was acquired prior to 1991 through eminent domain and in accordance with applicable state and federal laws, may be used for project purposes.
- F. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed one hundred percent (100%) of the cost of the real property purchased in accordance with the terms and provisions of this LPAFA. Reimbursement will be in an amount not to exceed one hundred percent (100%) of the State's predetermined value of each parcel, or the net cost of each parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- G. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this LPAFA. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than ten (10) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed separate agreement shall be provided to the State.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's

request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement without exception unless otherwise specified in the application for the Project and approved by the State. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the application and approved by the State. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Certification

Forty-five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

9. Engineering Services

Engineering services will be provided by the Local Government. Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

A. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. All roadway improvement designs for on-system highways must comply with the latest version of TxDOT manuals, including but not limited to, the *Roadway Design Manual*, the *Pavement Design Manual*, the *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the *Americans with Disabilities Act Accessibility Guidelines (ADAAG)* and the TAS. All roadway improvement designs for off-system roads must comply with the minimum standards of the latest version of *American Association of State Highway Transportation Officials' (AASHTO) Policy on Geometric Design of the Highways and Streets*, the *Texas Manual on Uniform Traffic Control Devices*, and the latest versions of the ADAAG and the TAS. All bicycle path and bicycle lane designs must comply with the latest version of the *AASHTO Guide for the Development of Bicycle Facilities*, the *Texas Manual on Uniform Traffic Control Devices*, the *Hydraulic Design Manual*, and the latest versions of the ADAAG, and the TAS. For new shared bicycle lanes on a signed, designated bicycle route, the minimum lane width must be 14 feet, measured from the existing center stripe to the curb or shoulder, where applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.

- B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.
- C. The Local Government shall submit to the State all documentation relating to actual costs incurred for providing architectural and engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible actual costs.

10. Construction Responsibilities

Construction will be carried out as stated in the Master Agreement. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this LPAFA of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this LPAFA.

12. Local Project Sources and Uses of Funds

- A. A Project Budget Estimate is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, environmental assessments and remediation, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for

one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. 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 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. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to the Project by federal and local sources.
- D.** If the project is not on the State Highway System, the Local Government may be responsible for all non-federal and non-state participation costs associated with the Project. Overrun funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.
- E.** The State will be responsible for securing the Federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the Project development cost. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
- F.** In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- G.** Whenever funds are paid by the Local Government to the State under this LPAFA, 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. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be

promptly paid by the owing party. 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 with approval by appropriate personnel of the Local Government.

- I. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- L. If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or 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 such 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 expenses related to relocation, removal, or adjustment of eligible utilities.
- M. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this 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.
- N. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- O. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

14. 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. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

15. Notices

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:
<u>ATTN: Director, Department of Transportation</u>	Director of Contract Services
<u>City of El Paso</u>	Texas Department of Transportation
<u>7968 San Pablo</u>	125 E. 11 th Street
<u>El Paso, Texas 79907-1246</u>	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided for in 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 delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless such Master Agreement provision is specifically excepted in this agreement.

17. 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.

18. Debarment Certification

The parties are prohibited from making any award at any tier to any party that 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 Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

19. 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.

20. Civil Rights Compliance

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).

21. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal 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 Local Government shall have final decision-

making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. 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. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (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.*

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient or sub-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. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, agrees that it shall:
 - 1. Obtain and provide to the State and the Federal government, a Central Contracting Registry (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). 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 and the Federal government, a Data Universal Numbering System or DUNS number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top executives to the State and Federal government if:
 - i. More than eighty percent (80%) of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
 - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

23. Single Audit Report

- A.** The parties 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.
- 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 2010."
- 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.

24. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

By: _____
Joyce Wilson, City Manager

Date: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Daryl W. Cole
Director
Department of Transportation

Lupe Cuellar
Assistant City Attorney

THE STATE OF TEXAS

Carol T. Rawson, P.E.,
Director, Traffic Operations Division
Texas Department of Transportation

Date

CSJ # 0924-06-404
District # 24 El Paso
Code Chart 64 # 13400
Project: Ysleta ISD North Region
Safe Routes to School
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**













**ATTACHMENT C
 PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

This is an estimate only; final participation amounts will be based on actual charges to the project.

Description	Total Estimate Cost	Federal Participation	Local Participation
Preliminary Engineering (PS&E Development)	\$63,937.00	\$63,937.00	
Environmental (no cash contribution)			
Right of Way (ROW)			
Construction (Federal Participation can not exceed amount approved by Texas Transportation Commission)	\$376,100.00	\$376,100.00	
SUBTOTAL	\$440,037.00	\$440,037.00	
Direct State Costs (including plan review, inspection and oversight)	\$41,371.00	\$41,371.00	
Construction Contingencies	\$26,327.00	\$26,327.00	
TOTAL	\$507,735.00	\$507,735.00	

Total participation required from the Local Government = \$0