

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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: March 11, 2014

CONTACT PERSON NAME AND PHONE NUMBER: Irene D. Ramirez, P.E., Interim City Engineer

DISTRICT(S) AFFECTED: 8

SUBJECT:

That the City Manager be authorized to sign a Local Transportation Project Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the rehabilitation of the Santa Fe Street Bridge. The City is contributing \$17,367.00 toward the \$394,749.00 project.

BACKGROUND / DISCUSSION:

The scope of work for this LPAFA is the rehabilitation of the Santa Fe Street bridge. The rehabilitation work will consist of removal and replacement of the bridge decks and reconstruction of the North and South Street approaches.

PRIOR COUNCIL ACTION:

None.

AMOUNT AND SOURCE OF FUNDING:

\$17,367; Bataan Railway Reconstruction account

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the City Manager be authorized to sign a Local Transportation Project Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the rehabilitation of the Santa Fe Street Bridge. The City is contributing \$17,367.00 toward the \$394,749.00 project.

ADOPTED this _____ day of _____, 2014.

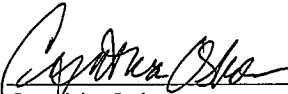
THE CITY OF EL PASO

ATTEST:

Oscar Leoser,
Mayor

Richarda D. Momsen,
City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:

Irene D. Ramirez, P.E.,
Interim City Engineer

CSJ # 0924-06-429
District # 24 (El Paso)
Code Chart 64 # 13400
BR: Santa Fe Street at Union Pacific
Railroad
NBI Structure # 240720B60640003
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Local Project Advance Funding Agreement (the 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, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at Santa Fe Street, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 113074, dated April 16, 2012; and

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

CSJ # 0924-06-429
District # 24 (El Paso)
Code Chart 64 # 13400
BR: Santa Fe Street at Union Pacific
Railroad
NBI Structure # 240720B60640003
Federal Highway Administration
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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 set forth, it is agreed as follows:

AGREEMENT

1. Period of this Agreement

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

2. Termination of this Agreement

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. The LPAFA may be terminated by the State if the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

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

4. Remedies

Remedies for defaults under this LPAFA shall be made as described in the Master Agreement, without exception.

5. Scope of Work

The scope of work for this LPAFA is the rehabilitation of the bridges identified in the recitals of this LPAFA. This rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this LPAFA and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A.** The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B.** The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

CSJ # 0924-06-429
District # 24 (El Paso)
Code Chart 64 # 13400
BR: Santa Fe Street at Union Pacific
Railroad
NBI Structure # 240720B60640003
Federal Highway Administration
CFDA # 20.205
Not Research and Development

7. Adjustment of 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.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this LPAFA.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. The Local Government needs to provide certifications to the State concerning this matter.
- D. The Local Government will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

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

10. Architectural and Engineering Services

The Local Government is responsible for performance of any required architectural or preliminary engineering work. The Local Government shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the Project. The PS&E shall be prepared in accordance with all applicable laws, policies, and regulations deemed necessary by the State. The Local Government shall submit 30%, 60%, 90%, and 100% completed PS&E to the State for review and comment and shall make any required revisions, if necessary.

CSJ # 0924-06-429
District # 24 (El Paso)
Code Chart 64 # 13400
BR: Santa Fe Street at Union Pacific
Railroad
NBI Structure # 240720B60640003
Federal Highway Administration
CFDA # 20.205
Not Research and Development

The engineering plans shall conform to the standards in the State's Roadway Design Manual, Bridge Design Manual, the current Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, and the Texas Accessibility Standards. The Local Government will not bid the construction contract until the final PS&E has been approved by the State.

The State and Local Government will cooperate fully in accomplishing these local public purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

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

- A.** 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. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction. Upon State approval a contract for the construction of the project in accordance with existing Local Government procedures and applicable laws will be issued by the Local Government.
- B.** All change orders or supplemental agreements deemed necessary by the Local Government, subsequent to the award of the contract shall be the responsibility of the Local Government and are subject to approval by the State. The Local Government will be responsible for any contractor claims that are the result of any delays that may be incurred by the State. The work shall not begin until all applicable Local and State signatures have been affixed to the change order and/or supplemental agreements.
- C.** Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

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

13. Local Project Sources and Uses of Funds

- A.** A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.

CSJ # 0924-06-429
District # 24 (El Paso)
Code Chart 64 # 13400
BR: Santa Fe Street at Union Pacific
Railroad
NBI Structure # 240720B60640003
Federal Highway Administration
CFDA # 20.205
Not Research and Development

- B. A source of funds estimate is also provided in Attachment D. Attachment D shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The Local Government participation is based upon the State's estimate of the eligible work at the time this LPAFA is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. 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.
- D. 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.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. 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. Funds in the escrow account may only be applied to the State Project.
- I. 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.

CSJ # 0924-06-429
District # 24 (El Paso)
Code Chart 64 # 13400
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Railroad
NBI Structure # 240720B60640003
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- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this LPAFA.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project. The total estimated construction cost of the project is **\$394,750**, as shown on Attachment D, and shall be funded jointly from Federal, State, and Local Government funds. Federal funds in an amount not to exceed **\$315,800** will be utilized to authorize the performance for contracted items for the Project. The Local Government will be responsible for any costs in excess, including change orders, of the authorized amount of **\$394,750**. Contractor monthly progress payments will be handled solely by the Local Government. The Local Government will submit a monthly billing statement to the State for costs expended on the Project and the State will reimburse to Local Government 95.6% of the billed amount. If the County uses PWP or EMP funding the County will be eligible for reimbursement by the State for up to 100% of costs. No additional reimbursements will be made once the maximum authorized amount has been reached. Any costs over the authorized funds of **\$394,750** will be the Local Government's responsibility at 100%.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to four point four percent (4.4%).
- N. The Local Government will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- O. 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.

- P. 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.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this LPAFA shows a list of EMPs under this LPAFA.
- B. Project Cost Estimate for PWP. Attachment D to this LPAFA shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this LPAFA.
- D. Responsibilities of the Local Government on EMPs
 - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.

CSJ # 0924-06-429
District # 24 (El Paso)
Code Chart 64 # 13400
BR: Santa Fe Street at Union Pacific
Railroad
NBI Structure # 240720B60640003
Federal Highway Administration
CFDA # 20.205
Not Research and Development

2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this LPAFA but within three (3) calendar years after the earliest contract award of the related PWP.
 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.
 4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived.** Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: City Engineer
P.O. Box 1890
El Paso, TX 79950-1890

CSJ # 0924-06-429
District # 24 (El Paso)
Code Chart 64 # 13400
BR: Santa Fe Street at Union Pacific
Railroad
NBI Structure # 240720B60640003
Federal Highway Administration
CFDA # 20.205
Not Research and Development

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

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

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

17. 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.

18. Incorporation 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 an exception has been made in this agreement.

19. Local Government Restrictions

In the case that the local government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

20. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (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.

CSJ # 0924-06-429
District # 24 (El Paso)
Code Chart 64 # 13400
BR: Santa Fe Street at Union Pacific
Railroad
NBI Structure # 240720B60640003
Federal Highway Administration
CFDA # 20.205
Not Research and Development

- 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://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- 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 agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. 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. 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

CSJ # 0924-06-429
District # 24 (El Paso)
Code Chart 64 # 13400
BR: Santa Fe Street at Union Pacific
Railroad
NBI Structure # 240720B60640003
Federal Highway Administration
CFDA # 20.205
Not Research and Development

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.

23. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>

B. The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is:
<https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS 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 five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

24. 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,

CSJ # 0924-06-429
District # 24 (El Paso)
Code Chart 64 # 13400
BR: Santa Fe Street at Union Pacific
Railroad
NBI Structure # 240720B60640003
Federal Highway Administration
CFDA # 20.205
Not Research and Development

125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.

- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

25. Signatory Warranty

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

CSJ # 0924-06-429
District # 24 (El Paso)
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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature
Joyce Wilson

Typed or Printed Name
City Manager

Title

Date

APPROVED AS TO CONTENT:

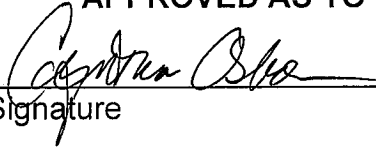
Signature
Irene D. Ramirez

Typed or Printed Name
Interim City Engineer

Title

Date

APPROVED AS TO FORM:



Signature
Cynthia S. Osborn

Typed or Printed Name
Assistant City Attorney

Title

Date

THE STATE OF TEXAS

Gregg A. Freeby, P.E.
Director, Bridge Division
Texas Department of Transportation

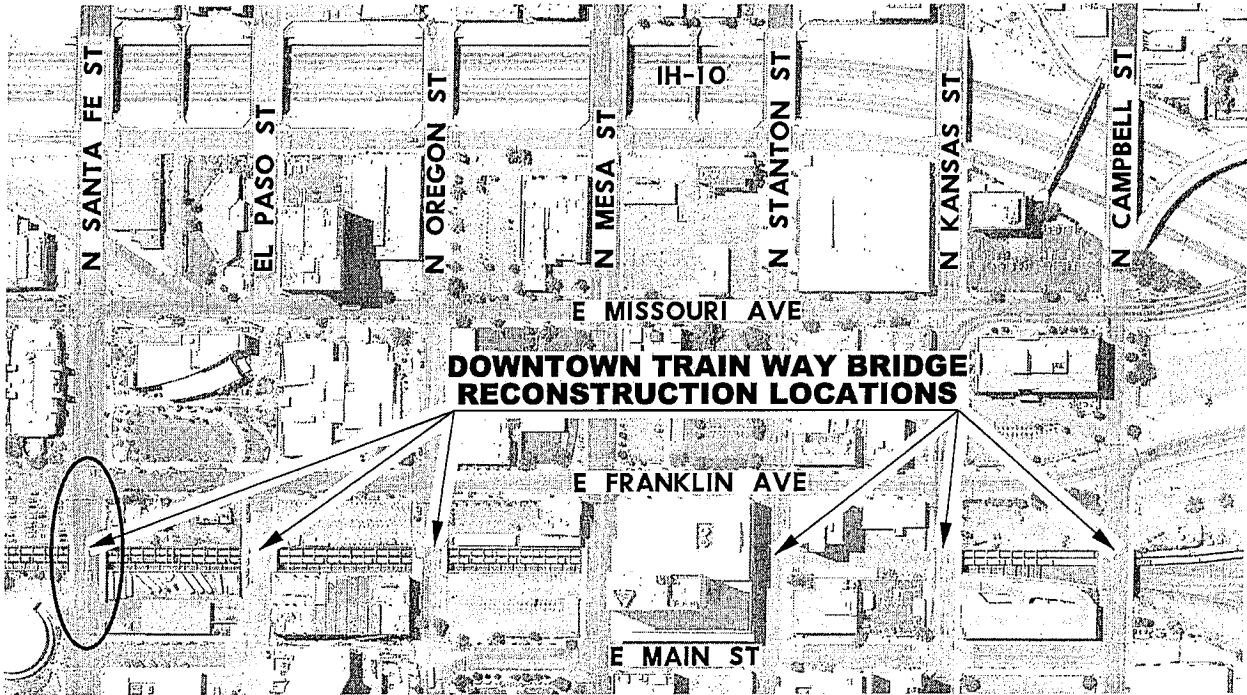
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CSJ # 0924-06-429
District # 24 (El Paso)
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ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

CSJ # 0924-06-429
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ATTACHMENT B PROJECT LOCATION MAP



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**ATTACHMENT D
 ESTIMATE OF DIRECT COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$0	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3) \$0
Construction	\$355,630	
Engineering and Contingency (E&C)	\$39,119	
The Sum of Construction and E&C	(2) \$394,749	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$17,367
Amount of Advance Funds Paid by Local Government *		(5) \$0
Amount of Advance Funds to be Paid by Local Government *		(6) \$17,367
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$0
Total Project Direct Cost	(1+2) \$394,749	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. _____