

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

DEPARTMENT: Engineering and Construction Management Department

AGENDA DATE: Consent March 31, 2015

CONTACT PERSON/PHONE: Irene D. Ramirez, P.E. (212-1831)
Liza Ramirez-Tobias (212-1840)

DISTRICT AFFECTED: 3

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 funding of the installation of two bus pads for the City's Bus Rapid Transit System on SH 20 (Alameda Ave.)/Paisano Intersection Improvements Bus Pad for a total project amount of \$152,584.38 dollars.

BACKGROUND / DISCUSSION:

In an effort to coordinate with an existing TxDot project, the City/Sun Metro agreed to pay for the construction of 2 bus pads which will be needed for the future Bus Rapid Transit System. The construction of the bus pads will include sidewalk and ADA compatible curb ramps for pedestrian connectivity. The amount of the project is \$152,584.38 dollars.

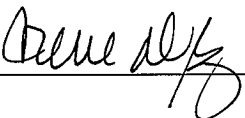
PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

2009 Certificates of Obligation

BOARD / COMMISSION ACTION:

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

DEPARTMENT HEAD: 

Information copy to appropriate Deputy City Manager

CITY CLERK DEPT.
2015 MAR 25 PM 2:10

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 funding of the installation of two bus pads for the City's Bus Rapid Transit System on SH 20 (Alameda Ave.)/Paisano Intersection Improvements Bus Pad, for a total project amount of \$152,584.38 dollars.

ADOPTED this _____ day of _____, 2015.

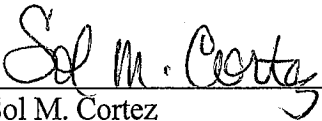
THE CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor

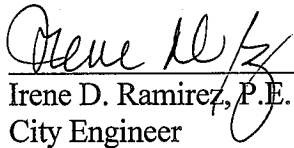
Richarda D. Momsen
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:



Irene D. Ramirez, P.E.
City Engineer

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2015 MAR 25 PM 2:10

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2015 MAR 25 PM 2:10

CSJ # 0002-01-090
District # 24 EL PASO
Code Chart 64 # 13400
Project: SH 20 (Alameda Ave.)/Paisano
Intersection Improvements Bus Pad

STATE OF TEXAS

COUNTY OF TRAVIS

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

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

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

WHEREAS, Texas Transportation Commission Minute Order Number 113444 authorizes the State to undertake and complete a highway improvement generally described as the SH 20 (Alameda Ave.) /Paisano Intersection Improvements; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the installation of bus pads for the City of El Paso's BRT system on SH 20 (Alameda Ave.), called the "Project"; and,

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

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

1. Time Period Covered

The period of this Local Project Advance Funding Agreement (LPAFA) is as stated in the Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA), without exception.

2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A,

Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

3. Payment of Funds

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

4. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties

Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

7. 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 entity 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.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for

Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Cost

Increased cost will be under the conditions as provided for in the MAFA, without exception.

10. Maintenance

Project maintenance will be under the conditions as provided for in the MAFA, without exception.

11. Termination

Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

12. Notices

Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government:	State:
ATTN: City Engineer City of El Paso P.O. Box 1890 El Paso, TX 79950-1890	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

14. Amendments

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

15. Incorporation of Master Agreement Provisions

This LPAFA incorporates all relevant provisions of the MAFA in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted in this agreement. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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. Signatory Warranty

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

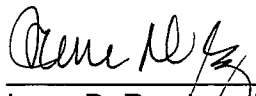
THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

By: _____
Tomás González, City Manager

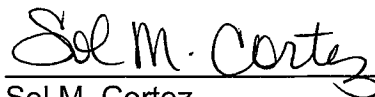
Date: _____

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

THE STATE OF TEXAS

District Engineer

Date

CITY CLERK DEPT.
2015 MAR 25 PM 2:10

Attachment A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will participate in the cost of the construction performed by the State. The Scope of Work for the construction performed by the State includes the installation of concrete pavement, curb ramps, conduit, and conductor and ground boxes for two Bus Pads that will be used on the Bus Rapid Transit System. The Local Government's participation is 100% of the cost of construction. The Local Government's participation for this work is estimated at \$152,584.38 including all construction items, construction inspection and contingencies. The Local Government will then be responsible for cost overruns. The budget for this work is as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
Construction of Bus Pads (by the State)	\$151,825.25	0%	\$0	0%	\$0	100%	\$151,825.25
Subtotal	\$151,825.25						\$151,825.25
Direct State Costs (including plan review, inspection and oversight)	\$759.13	0%	\$	0%	\$	100%	\$759.13
TOTAL	\$152,584.38					100%	\$152584.38

Initial payment by the Local Government to the State: \$152,584.38
Payment by the Local Government to the State before construction: \$152,584.38
Total payment by the Local Government to the State: \$152,584.38
This is an estimate. The final amount of Local participation will be based on actual costs.

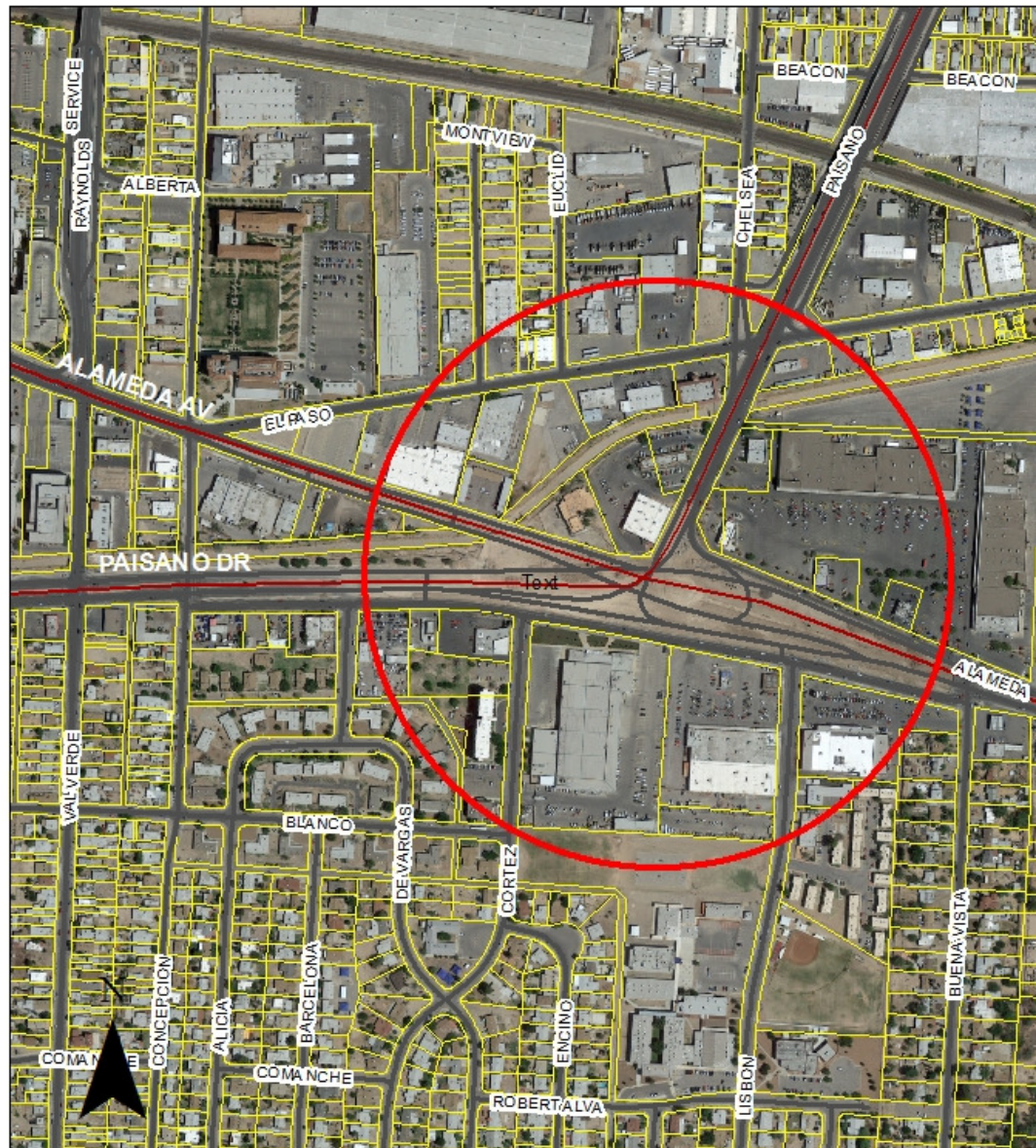


Bus Stop Improvements

Local Transportation Project Advance Funding Agreement
(LPAFA)

*Goal: #8 Nurture and Promote a Healthy,
Sustainable Community*

March 31, 2015





LPAFA Summary:

- Design and construction of a 2 bus stops for the future Alameda RTS, work includes:
 - Curb ramps for accessibility
 - Concrete platform
- Total amount/City share of the project is \$152,584.38



Questions?