

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

**DEPARTMENT:** Capital Improvement  
**AGENDA DATE:** June 13, 2017  
**CONTACT PERSON/PHONE:** Omar Moreno, P.E., CID Director of Grant Funded Programs, 212-0065

**DISTRICT(S) AFFECTED:** 6

**STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management**

**SUBJECT:**

**NOTICE FOR NOTATION**

Pursuant to the delegation of authority granted to the City Manager by resolution dated December 8, 2015, the City Manager has executed the First Amendment to the Interlocal Agreement for the Development of Winn Road between the City of El Paso and the Camino Real Regional Mobility Authority (CRRMA) for additional professional services for the design of improvements to Pan American Dr and the widening and extension of Winn Road. This notation is to comply with the requirement in the resolution that an item be placed on the City Council agenda for notation whenever the City Manager approves such an amendment.

**BACKGROUND / DISCUSSION:**

On December 8, 2015 the City Council approved a resolution authorizing the City Manager to approve and sign, in consultation with the Mayor and approval by the City Attorney, amendments to the Agreement with CRRMA, and that an item be place on the City Council agenda for notation to advise council whenever the City Manager has approved an amendment. After the El Paso Metropolitan Planning Organization allocated additional Engineering funds in amount of \$1,209,883.00 for the project, Council approved Advance Funding Agreement #1 to the LPAFA on February 28, 2017. The resolution that Council approved stated that the available budget is #505,086.20 is increased to \$1,879,883.00 for engineering and environmental costs as incurred the CRRMA and such funds are now available to the CRRMA for development of the Winn Rd project as needed. This amendment to the Interlocal Agreement with the CRRMA is to allow for the use of additional funding from the El Paso MPO.

**SELECTION SUMMARY:**

N/A

**PROTEST**

No protest received for this requirement.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided?  Yes or  Not Applicable (Routine)  
If yes, select the applicable districts.

- District 1
- District 2
- District 3
- District 4

- District 5
- District 6
- District 7
- District 8
- All Districts

**PRIOR COUNCIL ACTION:**

November 12, 2013, City Council approved Local Transportation Project Advance Funding Agreement for Phase I Improvements to Winn Rd. from the intersection of Pan American Dr. to the Border Safety Inspection Facility.

December 8, 2015, City Council approved the Interlocal Agreement for the Development of Winn Rd by and between the City of El Paso and the Camino Real Regional Mobility Authority for project planning and construction services.

February 28, 2017 City Council approved the Advance Funding Agreement Amendment #1 to the Local Transportation Project Advance Funding Agreement to reflect changes in project cost and amend the scope of work.

**AMOUNT AND SOURCE OF FUNDING:**

580160-190-4510-28320-PCP10TRAN110 2010 Transportation CO's \$101,459.00

580160-190-4950-38170-PCP10TRAN110 TxDOT \$1,712,149.00

PCP10ST090 2009 CO's \$70,000

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
\_\_\_\_\_



## Texas Department of Transportation

13301 GATEWAY BLVD. WEST | EL PASO, TEXAS 79928-5410 | (915)790-4200 | WWW.TXDOT.GOV

March 29, 2017

Re: Zaragoza POE, Pan American Drive  
& Winn Rd. Improvements

County : El Paso  
Control : 0924-06-418  
Highway : City Street (Winn Road)  
Limits : Citywide

Mr. Omar Moreno, P.E.  
CID, Director of Grant Funded Programs  
City of El Paso  
P.O. Box 1890  
El Paso, TX 79950-1890

Dear Mr. Moreno:

Attached, for your records is one original fully executed Advance Funding Agreement Amendment No. 1 for the subject project. The City of El Paso has met its financial obligation for the Direct State Cost; therefore, no additional payment will be required at this time.

If you have question concerning this matter please let me know.

Sincerely,

Blanca G. Serrano  
Programming and Scheduling  
El Paso District

cc: A. Fresquez, (DES-El Paso)

#### OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
AMENDMENT # 1**

**THIS AMENDMENT** 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 its duly authorized officials, called the Local Government.

**WITNESSETH**

**WHEREAS**, the State and the Local Government executed a contract on December 05 of 2013 to effectuate their agreement to design and construct Zaragoza Port Of Entry, Pan American and Winn Road Improvements; and,

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**AGREEMENT**

**1. Description of Amended Items**

I. Article 4. Scope of Work is deleted in its entirety and replaced with:

**4. Scope of Work**

The Scope of work for this LPAFA is described as the design of Zaragoza POE, Pan American Drive and Winn Road Improvements, a four-lane divided roadway for international truck traffic to include signage and lighting.

II. Article 12. Local Project Sources and Uses of Funds is deleted in its entirety and replaced with

**12. Local Project Sources and Uses of Funds**

A. A Project Budget Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the 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. 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 and 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 based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.
- D. The Local Government is responsible for all non-federal and non-state funding, unless otherwise provided for in this agreement or through amendment of this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- E. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- F. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. Funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, 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.
- G. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain

proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

- H. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification of those amounts.
- I. 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. Any 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.
- J. 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.
- K. 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.

Article 16. Debarment Certification is deleted in its entirety and replaced with:

**16. 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 and its principals are 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, to include principals, 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.

Article 17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements is deleted in its entirety and replaced with:

**Article 17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

Article 18. Notices is deleted in its entirety and replaced with:

**18. 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:

<b>Local Government:</b>	<b>State:</b>
<b>ATTN: CID Director of Grant Funded Programs</b> City of El Paso P.O. Box 1890 El Paso, TX 79950-1890	Director of Contract Services Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 78701

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.

Article 19. Civil Right Compliance is deleted in its entirety and replaced with:

**19. Civil Rights Compliance**

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the

exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  - b. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

Article 20. Disadvantaged Business Enterprise (DBE) Program Requirements is deleted in its entirety and replaced with:

**20. 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://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](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.*

Article 21. Federal Funding Accountability and Transparency Act Requirements is deleted in its entirety and replaced with:

## 21. 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 System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website 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.

Article 22. Single Audit Report is deleted in its entirety and replaced with:

## 22. 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 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to

TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).

- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ 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.

Article 23. Pertinent Non-Discrimination Authorities is deleted in its entirety and replaced with:

### **23. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

V. Attachment C, Project Budget Estimate and Source of Funds, of the original agreement is deleted in its entirety and replaced with:

Attachment C-1 Project Budget Estimate and Source of Funds, to account for an increase of \$1,029,883 in Engineering funds which resulted from additional funding being approved by the El Paso MPO for this project, and a decrease of \$620,000 in ROW funds which resulted from ROW funds being deprogrammed by the El Paso MPO for this project and, a decrease of \$4,268,346 in Construction funds which resulted from the construction responsibilities being assigned to the Camino Real Regional Mobility Authority under separate agreement.

VI. Attachment A, Resolution or Ordinance of the original agreement is modified by adding Attachment A-1.

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

CITY CLERK DEPT.

2017 FEB 21 AM 10:22

CSJ # 0924-06-418  
District # 24- EL PASO  
Code Chart 64 # 13400  
Project: Zaragoza POE, Pan American Dr.  
& Winn Road Improvements  
Federal Highway Administration  
CFDA Title: Highway Planning and Construction  
CFDA No.: 20.205  
Not Research and Development

**2. 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.

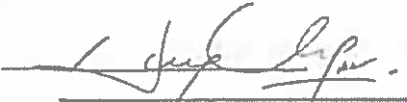
**THE LOCAL GOVERNMENT**

**THE CITY OF EL PASO**


By:   
Tomás González, City Manager

2/28/2017  
Date

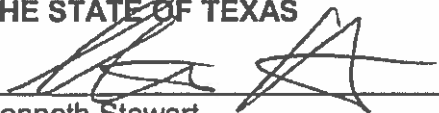
**APPROVED AS TO CONTENT:**

  
Omar Moreno, P.E.  
Director of Grant Funded Programs

**APPROVED AS TO FORM:**

  
Sol M. Cortez  
Assistant City Attorney

**THE STATE OF TEXAS**

  
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

03/24/17  
Date

**ATTACHMENT A-1  
RESOLUTION OR ORDINANCE**

**RESOLUTION**

CLERK DEPT.  
2017 JUN 21 AM 10:21 9.1

**WHEREAS**, on November 12, 2013, the City Council for the City of El Paso approved a Local Transportation Project Advance Funding Agreement for a Coordinated Border Infrastructure (CBI) Project (Off State system) by and between the City of El Paso and the State of Texas for Phase I improvements to Winn Road from Pan American Drive to the Border Safety Inspection Facility (the "LPAFA"); and

**WHEREAS**, the LPAFA was executed by the State of Texas on December 5, 2013; and

**WHEREAS**, since the execution of the LPAFA the City and the Camino Real Regional Mobility Authority ("CRRMA") entered into an Interlocal Agreement for project planning and construction services; and

**WHEREAS**, there is a decrease in the Construction funds in the amount of \$4,268,346.00 which resulted from CRRMA undertaking the construction responsibilities of the project; and

**WHEREAS**, the El Paso MPO allocated additional Engineering funds in amount of \$1,209,883.00 for a total estimated preliminary engineering cost of \$1,809,883.00 for the project and decreased the Right of Way funds in the amount of \$620,000.00 as a result of the El Paso MPO deprogramming the Right of Way funds ; and

**WHEREAS**, the parties desire to amend the LPAFA to amend the Scope of Work, amend Attachment C to reflect the changes in the project cost.

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

That the City Manager be authorized to sign the Advance Funding Agreement Amendment #1 to the Local Transportation Project Advance Funding Agreement by and between the City of El Paso and the State of Texas, for Phase I improvements to Winn Road from the intersection at Pan American Drive to the Border Safety Inspection Facility, to amend Attachment C to reflect a decrease in the Construction funds in the amount of \$4,268,346.00 which resulted from CRRMA undertaking the construction responsibilities of the project, an increase of the Engineering funds in amount of \$1,209,883.00 and a decrease in the Right of Way funds in the amount of \$620,000.00 as a result of the El Paso MPO deprogramming the Right of Way funds. All other provisions of the original Agreement are unchanged and remain in full force and effect. The City total estimated participation costs are \$101,459.00.

(Signatures Begin on the Following Page)

CSJ # 0924-06-418  
District # 24- EL PASO  
Code Chart 64 # 13400  
Project: Zaragoza POE, Pan American Dr.  
& Winn Road Improvements  
Federal Highway Administration  
CFDA Title: Highway Planning and Construction  
CFDA No.: 20.205  
Not Research and Development

CITY CLERK DEPT.  
2017 FEB 21 AM 10:21 9.1

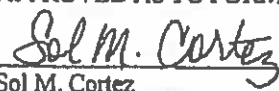
ADOPTED this 28<sup>th</sup> day of February, 2017.



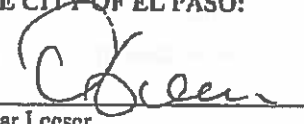
ATTEST:

  
Richarda D. Momsen  
City Clerk

APPROVED AS TO FORM:

  
Sol M. Cortez  
Assistant City Attorney

THE CITY OF EL PASO:

  
Oscar Leecer  
Mayor

APPROVED AS TO CONTENT:

  
Omar Moreno, P.E.  
CID Grant Funded Program Director

Matter # 13-1004-390 PL # 309165  
First Amendment to LPAPA / Winn Road Improvements  
SMC

### ATTACHMENT C-1 PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by Local Government)	\$1,629,883	80%	\$1,303,906	0%	14.6%	\$237,963	20%	5.4%	\$88,014
Environmental (by Local Government)	\$180,000	80%	\$144,000	0%	14.6%	\$26,280	20%	5.4%	\$9,720
Subtotal	\$1,809,883	0%	\$1,447,906	0%	14.6%	\$264,243	0%	0%	\$97,734
Environmental Direct State Costs	\$21,718	80%	\$17,374	0%	14.6%	\$3,171	20%	5.4%	\$1,173
Right of Way Direct State Costs	\$2,715	80%	\$2,172	0%	0%	\$0	20%	0%	\$543
Engineering Direct State Costs	\$27,148	80%	\$21,718	0%	14.6%	\$3,964	20%	5.4%	\$1,466
Utility Direct State Costs	\$2,715	80%	\$2,172	0%	0%	\$0	20%	0%	\$543
Indirect State Costs	\$95,381	0%	\$0	100%	100%	\$95,381	0%	0%	\$0
<b>TOTAL</b>	<b>\$1,959,560</b>	<b>0%</b>	<b>\$1,491,342</b>	<b>0%</b>	<b>0%</b>	<b>\$366,759</b>	<b>0%</b>	<b>0%</b>	<b>\$101,459</b>

Initial payment by the Local Government to the State: \$3,725

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$3,725

This is an estimate. The final amount of Local Government participation will be based on actual costs.