

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



DEPARTMENT: Capital Improvement

AGENDA DATE: 8/19/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Joaquin Rodriguez

PHONE NUMBER: 915-212-0065

DISTRICT(S) AFFECTED: Citywide

STRATEGIC GOAL:

No. 7 Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL:

SUBJECT:

A resolution that the City Manager, or designee, be authorized to sign an 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 a Congestion Mitigation Air Quality project, the Traffic Management Center Upgrade, Phase 4 project, which has an estimated total project cost of \$5,466,970.00 of which the estimated local government participation amount is estimated at \$415,590.00 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

BACKGROUND / DISCUSSION:

This AFA is for the construction work to upgrade the City of El Paso Traffic Management Center and traffic signals to include implementing the latest technology used to control and communicate with traffic signals, emergency preemption, and mass transit priority. Improvements in this phase will be implemented at various locations citywide as identified in Attachment A of the AFA.

COMMUNITY AND STAKEHOLDER OUTREACH:

This project was part of the El Paso Metropolitan Planning Organization's public involvement for the 2045 Destino Metropolitan Transportation Plan (MTP) and the RMS 2050 MTP. The MPO hosted an on-demand, online visioning workshop in English and Spanish as well as two live virtual workshops (July 8, 2020 and July 13, 2020). The public comment period and the online workshops were available from June 14, 2020 through July 19, 2020.

PRIOR COUNCIL ACTION:

8/30/2022 – Council approved AFA for Design

AMOUNT AND SOURCE OF FUNDING:

Amount: \$5,466,970.00
Funding Sources: Congestion Mitigation Air Quality (CMAQ)
Account: Federal 4950/190/38170 SIB loans: 4930/999/99999

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NA

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Joaquin Rodriguez Digitally signed by Joaquin Rodriguez
Date: 2025.08.05 08:07:48 -06'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager, or designee, be authorized to sign an 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 a Congestion Mitigation Air Quality project, the Traffic Management Center Upgrade, Phase 4 project, which has an estimated total project cost of \$5,466,970.00 of which the estimated local government participation amount is estimated at \$415,590.00 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

APPROVED this _____ day of _____ 2025.

CITY OF EL PASO:

ATTEST:

Renard U. Johnson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta Brito
Senior Assistant City Attorney



Joaquin Rodriguez, Director-Grant Funded
Programs
Capital Improvement

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-568	AFA ID	Z00003120	CFDA No.	20.205
AFA CSJs	0924-06-568			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Traffic Management Center Upgrade, Phase 4			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Congestion Mitigation Air Quality Project Off-System

THIS AGREEMENT (Agreement) 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”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, 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 has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Traffic Management Center Upgrade, Phase 4**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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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 in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	Local Government*	Environmental Assessment and Mitigation	Article 9
3.	Local Government*	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of construction work to upgrade the City of El Paso Traffic Management Center and traffic signals to include implementing latest technology used to control and communicate with traffic signal lights, emergency preemption and mass transit priority. Construction will take place at various locations citywide as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project

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successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, 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 continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, 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 (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 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.

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- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. 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 B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State 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 cost.
- J. 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 Agreement.
- K. 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" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, 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.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a

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subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement 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.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT 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 commenced.

9. Environmental Assessment and Mitigation

Development of a transportation 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. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, 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.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals.

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For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. 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 that 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.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

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13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. 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.
- E. 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. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real

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property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. 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.
- G. 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.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the 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.
- I. 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 Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) 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 agreement shall be provided to the State.

15. 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

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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.

16. 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:

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

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

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20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

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.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties 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 Agreement, will not discriminate on the grounds of race, color, or

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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 Agreement 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 Agreement 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 FHWA, 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 Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, 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.

26. Pertinent Non-Discrimination Authorities

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

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- 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, (42 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.).

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27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- 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 incorporate into its contracts with subproviders 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 submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government 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.*

28. Debarment Certifications

If federal funds are used, 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

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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 Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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- 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 federal government to track the distribution of federal money. The DUNS 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 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.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 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 by email at 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.

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32. Signatory Warranty

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

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

Signature

Typed or Printed Name

Typed or Printed Title

Date

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:




Roberta Brito
Senior Assistant City Attorney
Date: 8/4/2025

THE STATE OF TEXAS

Signature

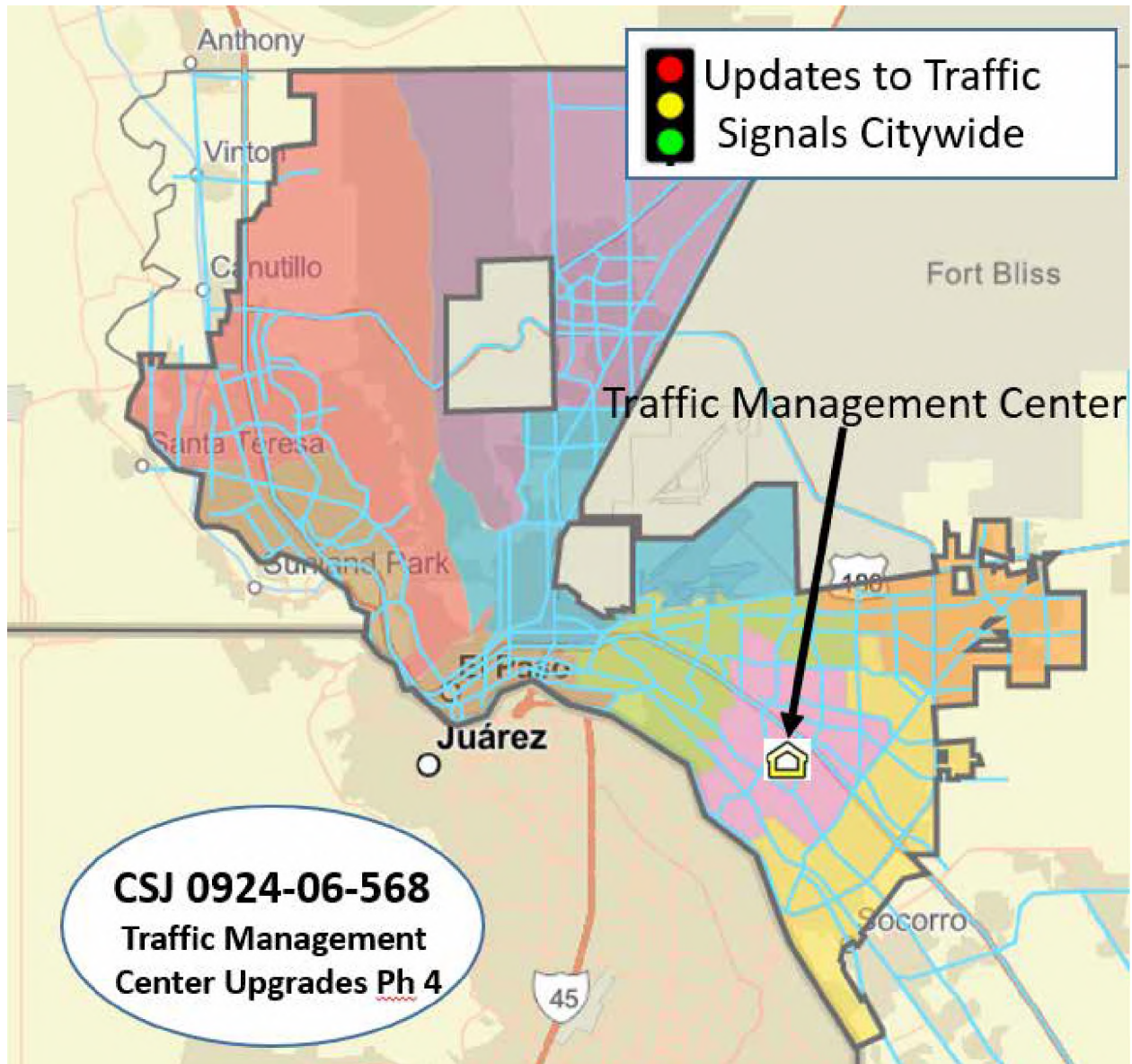
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Typed or Printed Title

Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT



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PROJECT SITE LOCATIONS

ID	Intersection Name	Phase	Latitude	Longitude
2	COTTON & DELTA	Phase 4	31.7584426	-106.4735771
3	COTTON & MAGOFFIN	Phase 4	31.76456828	-106.4734857
4	COTTON & MYRTLE	Phase 4	31.76668015	-106.4734496
5	COTTON & TEXAS	Phase 4	31.76758755	-106.4733902
6	COTTON & OVERPASS	Phase 4	31.77017955	-106.4733655
7	MISSOURI & COTTON	Phase 4	31.77219084	-106.4733732
8	WYOMING & COTTON	Phase 4	31.77352387	-106.4733944
9	YANDELL & COTTON	Phase 4	31.77473234	-106.4733859
10	MONTANA & COTTON	Phase 4	31.77579922	-106.4733669
11	MONTANA & DALLAS	Phase 4	31.77370989	-106.4762423
12	RIOGRANDE & COTTON	Phase 4	31.77693212	-106.4733604
13	ARIZONA & COTTON	Phase 4	31.77779939	-106.473371
14	SCHUSTER & BROWN	Phase 4	31.77853043	-106.4872966
15	MURCHINSON & MEDICAL	Phase 4	31.78007179	-106.4795178
57	DYER & ANGORA LOOP	Phase 4	31.9285295	-106.3890041
80	GATEWAY SOUTH & TITANIC	Phase 4	31.853296	-106.441058
101	OREGON & YANDELL	Phase 4	31.76265193	-106.4916786
113	OREGON & MONTANA	Phase 4	31.76337431	-106.492489
123	OREGON & ARIZONA	Phase 4	31.76480019	-106.493657
125	MESA & RIVER	Phase 4	31.76755254	-106.4946799
126	MESA & SCHUSTER	Phase 4	31.76973444	-106.4966129
127	MESA & RIM	Phase 4	31.77046698	-106.4971855
129	MESA & UNIVERSITY	Phase 4	31.77329213	-106.5002064
130	MESA & KERBY	Phase 4	31.77409935	-106.500747
131	KANSAS & CLIFF	Phase 4	31.76920599	-106.4938863
132	STANTON & SCHUSTER	Phase 4	31.7703817	-106.4958774
133	STANTON & RIM	Phase 4	31.77081757	-106.4966845
134	STANTON & UNIVERSITY	Phase 4	31.77388846	-106.4992736
135	STANTON & KERBY	Phase 4	31.77477028	-106.4996662
136	OREGON & SCHUSTER	Phase 4	31.76916687	-106.4975644
137	OREGON & UNIVERSITY	Phase 4	31.77279885	-106.500922
138	MESA & BALTIMORE	Phase 4	31.77774195	-106.5035747
140	SCHUSTER & SUNBOWL	Phase 4	31.76639286	-106.5067052
147	SCHUSTER & GWEW	Phase 4	31.76610637	-106.5082952
190	SCHUSTER & LAWTON - HAWK	Phase 4	31.76640959	-106.5016894
231	PAISANO & EUCALYPTUS	Phase 4	31.76568671	-106.4635818
232	PAISANO & PIEDRAS	Phase 4	31.76627341	-106.4615552
233	PAISANO & SAN MARCIAL	Phase 4	31.76769214	-106.458379
235	MAGOFFIN & PIEDRAS	Phase 4	31.77212141	-106.461473
236	ALAMEDA & TEXAS	Phase 4	31.7735973	-106.464118
237	ALAMEDA & PIEDRAS	Phase 4	31.7736059	-106.461439
238	ALAMEDA & MAGOFFIN	Phase 4	31.77334545	-106.4591912

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ID	Intersection Name	Phase	Latitude	Longitude
239	GWEW & PIEDRAS	Phase 4	31.77828482	-106.4616791
240	MISSOURI & PIEDRAS	Phase 4	31.77954031	-106.4613669
241	WYOMING & PIEDRAS	Phase 4	31.78085579	-106.4613438
242	YANDELL & PIEDRAS	Phase 4	31.78190508	-106.4613679
243	TULAROSA & PIEDRAS	Phase 4	31.7828915	-106.4615699
244	MONTANA & PIEDRAS	Phase 4	31.7835732	-106.4616013
245	PERSHING & PIEDRAS	Phase 4	31.78477153	-106.4613531
246	GRANT & PIEDRAS	Phase 4	31.78641421	-106.4613748
247	AURORA & COPIA	Phase 4	31.79297477	-106.4538749
248	GWEW & RAYNOR	Phase 4	31.77789649	-106.4598845
249	WYOMING & RAYNOR	Phase 4	31.78060018	-106.4598586
250	YANDELL & RAYNOR	Phase 4	31.78159638	-106.4598573
251	MONTANA & RAYNOR	Phase 4	31.78360954	-106.4598391
252	PERSHING & RAYNOR	Phase 4	31.78490012	-106.4598125
253	ALAMEDA & COPIA	Phase 4	31.77350136	-106.4508973
254	DURAZNO & COPIA	Phase 4	31.77645202	-106.4508666
255	GWEW & COPIA	Phase 4	31.77811296	-106.4509101
256	YANDELL & COPIA	Phase 4	31.78160344	-106.4509287
257	MONTANA & COPIA	Phase 4	31.78360703	-106.4509323
258	HUECO & COPIA	Phase 4	31.78598748	-106.4509904
259	PERSHING & COPIA	Phase 4	31.7869304	-106.4515232
260	DOUGLAS & COPIA	Phase 4	31.78783799	-106.4521056
261	ALTURA & COPIA	Phase 4	31.79665131	-106.4538699
262	TROWBRIDGE & PERSHING	Phase 4	31.78885343	-106.4486286
289	ALAMEDA & BOLL	Phase 4	31.77134315	-106.4366769
295	ALABAMA & WHEELING	Phase 4	31.79236259	-106.466122
296	ALABAMA & RICHMOND	Phase 4	31.79602446	-106.4658567
297	ALABAMA & NASHVILLE	Phase 4	31.80054072	-106.4658492
298	ALABAMA & FORT	Phase 4	31.80582041	-106.4658263
299	ALABAMA & McKINLEY	Phase 4	31.80972572	-106.4657876
300	ALABAMA & HARRISON	Phase 4	31.81380342	-106.466065
301	ALABAMA & McKELLIGON	Phase 4	31.82169757	-106.4654826
302	FRED WILSON & ALABAMA	Phase 4	31.82574858	-106.455458
303	PIEDRAS & AURORA	Phase 4	31.79320959	-106.4613411
304	PIEDRAS & ALTURA	Phase 4	31.79672824	-106.4613718
305	PIEDRAS & FORT	Phase 4	31.80588464	-106.4614178
306	MONTANA & BIRCH	Phase 4	31.78232784	-106.4630862
307	DYER & MOBILE	Phase 4	31.80116824	-106.4445555
308	FORT & COPIA	Phase 4	31.80586099	-106.4538508
309	ALTURA & PERSHING	Phase 4	31.79497015	-106.4457315
310	PERSHING & DYER	Phase 4	31.7984704	-106.4438482
311	TOMPKINS & DYER	Phase 4	31.80766167	-106.4447789

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ID	Intersection Name	Phase	Latitude	Longitude
312	McKINLEY & DYER	Phase 4	31.80950523	-106.4445533
313	MONROE & DYER	Phase 4	31.81201431	-106.4445666
314	VAN BUREN & DYER	Phase 4	31.81291095	-106.444569
315	FILLMORE & DYER	Phase 4	31.8172704	-106.4445203
316	HAYES & DYER	Phase 4	31.82173629	-106.4445147
317	FRED WILSON & DYER	Phase 4	31.82553593	-106.4447879
318	FRED WILSON & RUSSELL	Phase 4	31.82581394	-106.4510226
319	YANDELL & GWNS	Phase 4	31.78173143	-106.4404275
320	MONTANA & GWNS	Phase 4	31.78382215	-106.4403967
321	TROWBRIDGE & GWNS	Phase 4	31.78887179	-106.4403693
322	ALTURA & GWNS	Phase 4	31.79471807	-106.4402835
323	PERSHING & GWNS	Phase 4	31.80022878	-106.4412667
324	DYER & TIGER EYE	Phase 4	31.924814	-106.391808
325	CASSIDY & GWNS	Phase 4	31.81247919	-106.4430638
326	FRED WILSON & GWNS	Phase 4	31.82604156	-106.4384343
327	DYER & SHEPPARD - HAWK	Phase 4	31.82862887	-106.4452528
328	ALABAMA & ZION	Phase 4	31.85010523	-106.4538481
329	HERCULES & MAGNETIC	Phase 4	31.85497993	-106.454089
330	DYER & FLORY - HAWK	Phase 4	31.83157632	-106.445004
331	DYER & BROADDUS	Phase 4	31.83027666	-106.4453415
332	BROADDUS & GWNS	Phase 4	31.83041032	-106.4396234
333	DYER & ELLERTHORPE	Phase 4	31.84112075	-106.4450186
334	ELLERTHORPE & GWNS	Phase 4	31.84121151	-106.4399215
335	DYER & GWNS	Phase 4	31.85088098	-106.440501
336	HERCULES & GWNS	Phase 4	31.85519382	-106.4402606
337	HERCULES & DYER	Phase 4	31.85495178	-106.4377938
338	TETONS & DYER	Phase 4	31.85785767	-106.4359134
339	MAXWELL & DYER	Phase 4	31.86716567	-106.4297478
340	ALPS & DYER	Phase 4	31.86513177	-106.4310014
341	GWNS & HONDO PASS	Phase 4	31.86958928	-106.4408312
342	HONDO PASS & STAHALA	Phase 4	31.86969432	-106.4345726
343	HONDO PASS & DYER	Phase 4	31.86971924	-106.4280321
344	HONDO PASS & DIANA	Phase 4	31.86979863	-106.4233034
345	HERCULES & DIANA	Phase 4	31.85547107	-106.4231151
347	RAILROAD & DEER	Phase 4	31.90673432	-106.3853571
348	HERCULES & RAILROAD	Phase 4	31.85560532	-106.4166381
349	DYER & TYLER - HAWK	Phase 4	31.81514637	-106.4448051
350	DYER & LINCOLN - HAWK	Phase 4	31.81989585	-106.4448145
351	DIANA & RAILRD	Phase 4	31.84624553	-106.4225828
352	RAILROAD & McCOMBS	Phase 4	31.87222397	-106.4060428
353	WREN & McCOMBS	Phase 4	31.87734907	-106.4063845
354	SANDERS & McCOMBS	Phase 4	31.88059057	-106.4064921

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-568	AFA ID	Z00003120	CFDA No.	20.205
AFA CSJs	0924-06-568			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name		Traffic Management Center Upgrade, Phase 4		AFA Not Used For Research & Development	

ID	Intersection Name	Phase	Latitude	Longitude
355	WILL RUTH & McCOMBS	Phase 4	31.88613498	-106.4062798
356	MANILA & McCOMBS	Phase 4	31.89188285	-106.4067687
357	TRANSMOUNTAIN & McCOMBS	Phase 4	31.899338	-106.4070413
358	THREADGILL & RAILROAD	Phase 4	31.88492095	-106.4011963
359	TRANSMOUNTAIN & RAILROAD	Phase 4	31.89913497	-106.3899697
360	TRANSMOUNTAIN & BOMARC	Phase 4	31.89918272	-106.3993312
361	RUTHERFORD & DYER	Phase 4	31.87370873	-106.4258541
362	DIANA & DYER	Phase 4	31.8765306	-106.4235643
363	WREN & DYER	Phase 4	31.87808943	-106.4224281
364	SANDERS & DYER	Phase 4	31.8814538	-106.4202145
365	HONDO PASS & RAILRD	Phase 4	31.87029242	-106.4073135
366	WILL RUTH & DYER	Phase 4	31.88626046	-106.4170868
367	MANILA & DYER	Phase 4	31.89179163	-106.4134355
368	YVETTE & DYER	Phase 4	31.89266697	-106.4132665
369	TRANSMOUNTAIN & DYER	Phase 4	31.89948248	-106.4088837
370	TRANSMOUNTAIN & RUSHING	Phase 4	31.89899331	-106.4208569
371	KENWORTHY & DIANA	Phase 4	31.88304644	-106.4376341
372	KENWORTHY & COHEN	Phase 4	31.89277483	-106.4332749
373	KENWORTHY & LP375	Phase 4	31.89868743	-106.4332077
374	DIANA & GWNS	Phase 4	31.88297457	-106.4410225
375	LP375 & US54	Phase 4	31.8981967	-106.4413669
376	ALCAN & LP375	Phase 4	31.8991111	-106.4123847
377	FAIRBANKS & DYER	Phase 4	31.90044502	-106.4081565
378	DYER & McCOMBS	Phase 4	31.90194787	-106.406674
379	DEER & DYER	Phase 4	31.90648358	-106.4037371
380	SUN VALLEY & DYER	Phase 4	31.91010771	-106.4018005
381	SUN VALLEY & McCOMBS	Phase 4	31.90999032	-106.4072587
382	DEER & McCOMBS	Phase 4	31.90666126	-106.4067709
383	McCOMBS & SEAN HAGGERTY	Phase 4	31.92871897	-106.4077146
384	McCOMBS & GWNS	Phase 4	31.94034092	-106.4075474
385	M.L.KING & N HILLS WALMART	Phase 4	31.926035	-106.4412722
386	SEAN HAGGERTY & GWNS	Phase 4	31.93105913	-106.423937
387	SUN VALLEY & KENWORTHY	Phase 4	31.91233242	-106.4324026
388	MESQUITE HILLS & US54	Phase 4	31.9646223	-106.3745543
389	SUN VALLEY & GWNS	Phase 4	31.91304903	-106.4417101
390	MARTIN L KING & GWNS	Phase 4	31.92248598	-106.4399489
391	J.CUNNINGHAM & M.L. KING	Phase 4	31.9298079	-106.441754
392	MARCUS URIBE & M.L. KING	Phase 4	31.93595878	-106.4418908
393	SEAN HAGGERTY & MARCUS URIBE	Phase 4	31.93615492	-106.4248961
408	SGT MAJORS & FRED WILSON	Phase 4	31.8254799	-106.4050446
409	FRED WILSON & CHAFFEE	Phase 4	31.82634463	-106.4166738
411	FRED WILSON & SUN METRO	Phase 4	31.82643142	-106.4235503

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ID	Intersection Name	Phase	Latitude	Longitude
667	MESA & UTEP CROSSWALK - HAWK	Phase 4	31.77859381	-106.5043624
684	FAIRBANKS & RUSHING	Phase 4	31.90318139	-106.4215967
685	KENWORTHY & FAIRBANKS	Phase 4	31.90271824	-106.4336259
686	DIANA & STAHALA	Phase 4	31.88233064	-106.4346323
687	RUSHING & SUN VALLEY	Phase 4	31.91046353	-106.4236533
688	MESA & CINCINNATI	Phase 4	31.77696462	-106.5029749
697	SCHUSTER & PROSPECT - HAWK	Phase 4	31.76562737	-106.5031089
699	MONTANA & BROWN	Phase 4	31.77062761	-106.4811687
700	COTTON & SAN ANTONIO	Phase 4	31.7625133	-106.4734692
701	DALLAS & MISSOURI	Phase 4	31.77164245	-106.4743719
703	SCHUSTER & HAWTHORNE	Phase 4	31.76681208	-106.501121
704	OREGON & HAGUE	Phase 4	31.77062091	-106.4989379
705	OREGON & ROBINSON	Phase 4	31.7758075	-106.5033363
706	OREGON & RIM	Phase 4	31.76986242	-106.4979609
707	PAISANO & RUHLEN	Phase 4	31.76507	-106.510061
708	PAISANO & SP1966	Phase 4	31.76244623	-106.5078398
710	SCHUSTER & EL PASO	Phase 4	31.76861126	-106.4983828
716	LEETREVINO & IVANHOE	Phase 4	31.786184	-106.323168
717	ALAMEDA & UNIVERSITY MEDICAL	Phase 4	31.77044029	-106.4340932
748	GLOBAL REACH & WALTER JONES	Phase 4	31.82861562	-106.3625366
749	GLOBAL REACH & GEORGE PERRY	Phase 4	31.82405702	-106.3570858
750	SPUR 601 & GLOBAL REACH	Phase 4	31.83026859	-106.3643271
751	SPUR 601 & CONSTITUTION	Phase 4	31.84101919	-106.3418485
752	SPUR 601 & LP 375	Phase 4	31.84139176	-106.3247057

In this Attachment is a total of One Hundred and Ninety-two (192) sites

The number and location of upgrades may change but will stay approximately a number of 192 and will all be located within the City of El Paso

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-568	AFA ID	Z00003120	CFDA No.	20.205
AFA CSJs	0924-06-568			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Traffic Management Center Upgrade, Phase 4			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding, 12% State funding, and 8% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

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.
Construction (by Local Government)	\$5,180,000	80%	\$4,144,000	0%	12%	\$621,600	20%	8%	\$414,400
Subtotal	\$5,180,000		\$4,144,000			\$621,600			\$414,400
Environmental Direct State Costs	\$2,590	80%	\$2,072	0%	12%	\$311	20%	8%	\$207
Engineering Direct State Costs	\$3,237	80%	\$2,590	0%	12%	\$388	20%	8%	\$259
Right of Way Direct State Costs	\$647	80%	\$518	0%	0%	\$0	20%	20%	\$129
Utility Direct State Costs	\$647	80%	\$518	0%	0%	\$0	20%	20%	\$129
Construction Direct State Costs	\$5,827	80%	\$4,662	0%	12%	\$699	20%	8%	\$466
Subtotal	\$5,192,948		\$4,154,360			\$622,998			\$415,590
Indirect State Costs (5.29%)	\$274,022	0%	\$0	100%	100%	\$274,022	0%	0%	\$0
TOTAL	\$5,466,970		\$4,154,360			\$897,020			\$415,590

Initial payment by the Local Government to the State: \$724.00.

Payment by the Local Government to the State before construction: \$466.00.

Estimated total payment by the Local Government to the State: \$1,190.00.

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