

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

RECEIVED

By City Clerk's Office at 2:37 pm, Jun 01, 2022

AGENDA DATE: June 7, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, (915) 212-1860

DISTRICT(S) AFFECTED: 4

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

SUBGOAL: N/A

SUBJECT:

That the City Manager be authorized to sign an Advance Funding Agreement Amendment #1 by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the Sean Haggerty Drive Extension project, for the design of a four lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street, revising the project to include construction funding, and amending the estimated total project cost to \$21,691,922.00, of which the estimated local government participation amount is \$1,375,246.00.

BACKGROUND / DISCUSSION:

This amendment is to add the construction funding to the previously approved advance funding agreement (AFA). The previously approved AFA only included design funding. The scope of work for the Project consists of construction, preparation of environmental, preliminary engineering, final design, and plans, specifications and estimates for the extension of Sean Haggerty Drive which includes a 4-lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street.

PRIOR COUNCIL ACTION:

1/05/2021 – Advanced Funding Agreement approved by Council

AMOUNT AND SOURCE OF FUNDING:

FHWA/TxDOT and CO's

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Gvette Hernandez

CID Grant Funded Programs Director

(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 be authorized to sign an Advance Funding Agreement Amendment #1 by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the Sean Haggerty Drive Extension project, for the design of a four lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street, revising the project to include construction funding, and amending the estimated total project cost to \$21,691,922.00, of which the estimated local government participation amount is \$1,375,246.00.

APPROVED this _____ day of _____, 2022.

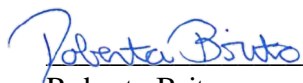
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

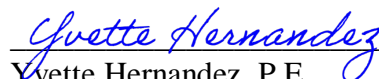
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E.
Director of Grant Funded Programs

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 City of El Paso, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on February 1 of 2021 to effectuate their agreement to Sean Haggerty Drive Extension; 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:

A G R E E M E N T

1. Description of Amended Items

a) The fifth **WHEREAS** clause is deleted and replaced with the following clause.

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** and **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as Sean Haggerty Drive Extension. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

b) **Article 1**, Responsible Parties is deleted and replaced with the following:

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

1. Utilities, 4. Construction responsibilities, 5.Right of Way and Real Property were added.

c) Article 3, Scope of Work is deleted and replace with the following:

The scope of work for the Project consists of construction, preparation of environmental, preliminary engineering, final design, and plans, specifications and estimates for the extension of Sean Haggerty Drive which includes a 4-lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street.

d) Article 14, Right of Way and Real Property is deleted and replace with the following:

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 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.

e) **Attachment A, Resolution, Ordinance, or Commissioners Court Order** is added to supplement Attachment A-1, Resolution, Ordinance, or Commissioners Court Order is attached to and made part of this amendment.

f) **Attachment C, Project Budget**, is deleted and replaced with Attachment C-1, Project Budget which is attached to and made part of this amendment. The total contract amount is increased by \$18,225,133.00 from \$3,399,532.00 to \$21,691,922.

Construction funds are added that were approved and reallocated by the El Paso Metropolitan Planning Organization for Engineering to allow for 100 percent State Participation.

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

2. Signatory Warranty

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

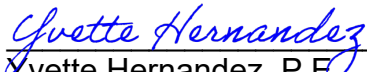
Each party is signing this amendment on the date stated under that party's signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

Samuel Rodriguez, P.E. Operations & Transportation Officer
For Tomás González, City Manager


Date



Yvette Hernandez, P.E.
Director of Grant Funding Programs

5/26/22

Date



Roberta Brito
Assistant City Attorney

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

CSJ # 0924-06-611
District # 24-ELP AFA ID: Z00001482
Code Chart 64 # 13400
Project: Sean Haggerty Drive Extension
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A-1
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

ATTACHMENT C-1 PROJECT BUDGET

CAT 7 STP-MM 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 the State)	\$1,262,000	0%	\$0	100%	0%	\$1,262,000	0%	0%	\$0
Environmental (by the State)	\$148,000	0%	\$0	100%	0%	\$148,000	0%	0%	\$0
Construction (by Local Government)									
Cat 7 STP-MM	\$17,945,351	80%	\$14,356,281	0%	12.6%	\$2,261,114	20%	7.4%	\$1,327,956
Cat 7 CRRSA	\$1,303,838	100%	\$1,303,838	0%	0%	\$0		0%	\$0
Subtotal	\$20,659,189		\$15,660,119			\$3,671,114			\$1,327,956
Environmental Direct State Costs	\$9,458	0%	\$0	0%	0%	\$0	0%	100%	\$9,458
Right of Way Direct State Costs	\$2,364	0%	\$0	0%	0%	\$0	0%	100%	\$2,364
Engineering Direct State Costs	\$11,823	0%	\$0	0%	0%	\$0	0%	100%	\$11,823
Utility Direct State Costs	\$2,364	0%	\$0	0%	0%	\$0	0%	100%	\$2,364
Construction Direct State Costs	\$21,281	0%	\$0	0%	0%	\$0	0%	100%	\$21,281
Indirect State Costs 4.77%	\$985,443	0%	\$0	100%	0%	\$985,443	0%	0%	\$0
TOTAL	\$21,691,922		\$15,660,119			\$4,656,557			\$1,375,246

Initial payment by the Local Government to the State: \$26,009.
Payment by the Local Government to the State before construction: \$21,281.
The estimate total payment amount by the Local Government to the State: \$47,290.
The Local Government will be 100% responsible for any overruns.