

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND APPROVE THE LOCAL PROJECT ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO MAKE TRAFFIC SIGNAL IMPROVEMENTS AT TOWN EAST BOULEVARD AND NORTH GALLOWAY AVENUE AND ALONG TOWNE CENTRE DRIVE.

WHEREAS, the City of Mesquite ("City") submitted a project to the North Central Texas Council of Governments ("NCTCOG") under the Strategic Programming Initiative on March 25, 2002, to make traffic signal improvements at Town East Boulevard and North Galloway Avenue and along Towne Centre Drive (the "Project"); and

WHEREAS, NCTCOG subsequently approved the Project for funding on July 19, 2002; and

WHEREAS, the Project was added to the Statewide Transportation Improvement Plan; and

WHEREAS, it is necessary to execute a Local Project Advance Funding Agreement with the Texas Department of Transportation ("TxDOT") prior to beginning the Project; and

WHEREAS, the City previously entered into a Master Advanced Funding Agreement with TxDOT on June 12, 2002; and

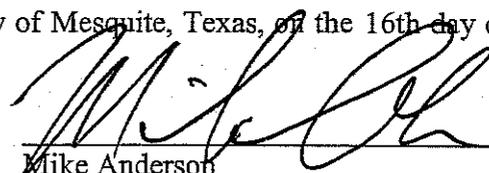
WHEREAS, the City has determined that making traffic signal improvements at Town East Boulevard and North Galloway Avenue and along Towne Centre Drive is in the best interest of the citizens of Mesquite.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

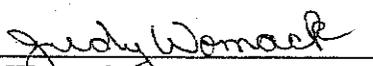
SECTION 1. That the City Council authorizes the City Manager to execute and approve the Local Project Advance Funding Agreement with the Texas Department of Transportation to design and construct a project to make traffic signal improvements at Town East Boulevard and North Galloway Avenue and along Towne Centre Drive in the City of Mesquite.

SECTION 2. That this resolution shall take effect immediately from and after its passage.

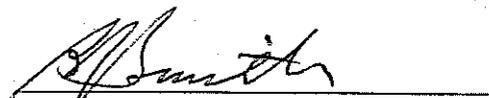
DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 16th day of February, 2004.


Mike Anderson
Mayor

ATTEST:


Judy Womack
City Secretary

APPROVED:


B. J. Smith
City Attorney

000222

CSJ: 0918-45-710 & 713
Contract No.: 18-4XX H 7005

STATE OF TEXAS §
COUNTY OF TRAVIS §

APPROVED BY CITY COUNCIL
DATE 2/16/200
CITY SEC. _____

LOCAL PROJECT ADVANCE FUNDING AGREEMENT
For An
CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT
AGREEMENT FOR FURNISHING AND INSTALLING OF TRAFFIC SIGNALS
BY A MUNICIPALITY

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Mesquite, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a Master Advance Funding Agreement (MAFA) between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by Resolution or Ordinance - Attachment A, which is attached hereto and made a part hereof, for development of the specific project (the Project) the project funding of which is identified in the Project Budget Estimate and Source of Funds - Attachment B which is attached hereto and made a part hereof; and,

WHEREAS, the Texas Transportation Commission passed Minute Order 107737 that provides for the development of, and funding for, the Project described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. The period of this LPAFA is as stated in the MAFA, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.
3. Amendments to this LPAFA shall be made as described in the MAFA, without exception.
4. **Scope of Work**
The scope of work for this LPAFA is described as furnishing and installing traffic signals.
 - a. **Warranting Data:** The Local Government will be responsible for collecting and preparing the required warranting and justification data for each signalized intersection. The data will be furnished to the State in a format approved by the State. Only those intersections that are warranted and approved by the State will be eligible for signalization under this LPAFA.

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b. Intersection Locations: (1) All State-approved on-system intersections in the Project are identified in Attachment "C" - On State Highway System Intersections which is attached hereto and made a part hereof; (2) All State-approved off-system intersections in the Project are identified in Attachment "D" - Off State Highway System Intersections which is attached hereto and made a part hereof.

- 5. Right of Way and Real Property shall be the responsibility of the Local Government, as stated in the MAFA, without exception.
- 6. Adjustment of utilities will be provided by the Local Government as required and as stated in the MAFA without exception.
- 7. Environmental Assessment and Mitigation will be carried out as stated in the MAFA, without exception.
- 8. Compliance with Texas Accessibility Standards and ADA will be as stated in the MAFA, without exception.
- 9. Engineering Services will be provided by the Local Government, as stated in the MAFA. The construction plans shall be prepared in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The State shall approve the final plans prior to construction of the signals.
- 10. Construction Responsibilities will be carried out by the Local Government, as stated in the MAFA, without exception. The Local Government will construct the Project with Local Government forces or through contract forces, in accordance with the plans and the TMUTCD.

If the Local Government will construct the Project with its own forces, check here:

- a. The State will make suitable, frequent, and complete inspection of materials and equipment, and the work of installation sufficient to determine and permit certification that the Project and its components meet all applicable requirements of the plans and specifications in suitable condition for operation and maintenance by the Local Government after its completion.
- b. The Local Government shall provide opportunities, facilities, and representative samples, as may be required, to enable the State to carry on suitable, frequent, and complete inspection of materials and application methods, sufficient to afford determination and certification by the State that all parts of the installation and the component materials comply with the requirements of the approved plans and specifications. The State will promptly notify the Local Government of any failure of materials, equipment, or installation methods, and the Local Government shall take such measures as necessary to obtain acceptable systems components and installation procedures without delay.
- c. The State shall make random inspections of 25% of the work and equipment on this Project. If it is later determined that any materials not initially inspected by the State did not comply with the requirements of the approved plans and specifications or any application methods were not sufficient at any time during this contract or after this contract has terminated, the State will promptly notify the Local Government of these items and the Local Government shall take such measures as necessary to obtain

acceptable systems components and installation procedures without delay at their own expense.

11. Project Maintenance will be undertaken as provided for in the MAFA, without exception.
12. Local Project Sources and Uses of Funds
 - a. The maximum total Project cost without modification is \$ 220,000 . A cost estimate of the work authorized for each intersection listed in Attachments "C" and "D" shall be provided in Cost Estimate - Attachment "E" which is attached hereto and made a part of this LPAFA.
 - b. The State will reimburse the Local Government the cost of furnishing and installing the traffic signal equipment according to the location and manner of construction as shown and described in the plans and specifications. The State will reimburse the Local Government for up to 100 % of the allowable costs for the locations described in Attachment "C." The State will reimburse the Local Government for up to 62.37% of the allowable costs for the locations described in Attachment "D."
 - c. The State's direct costs for the State's review and processing for the work completed at the locations described in Attachment "D" on this LPAFA shall be \$ 5,963 . This amount is 3 % of the total estimate in Attachment "E" for the locations listed in Attachment "D". After execution of this LPAFA, but prior to the State authorizing work to begin, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment B as the local contribution for State's costs for review and processing. Any indirect costs will be in accordance with the State's Indirect Cost Recovery Plan.
 - d. The State will reimburse the Local Government for properly supported costs incurred under the terms and conditions of this LPAFA. Costs incurred prior to the issuance of a written notice to proceed by the State will not be reimbursed except for materials already on hand. Reimbursement will be made by the State to the Local Government for labor, equipment use, materials, supplies, travel expenses, and warehouse or material handling charges provided the Local Government has paid from Local Government funds their obligations covering items of costs previously billed.
 - e. The Local Government is responsible for all non-federal and non-state funding, including all Project cost overruns, unless provided for through amendment of this LPAFA.
 - f. If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or 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 such 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 expenses related to relocation, removal, or adjustment of eligible utilities.
 - g. The Local Government shall submit the State's Form 132, Billing Statement, or other type of invoice acceptable to the State upon completion and final inspection of the Project (or on a quarterly basis wherever the work and materials provided for and contemplated under this contract have been found by the State, based upon an inspection made by the State to be satisfactorily completed and installed on any individual signalized intersection and/or section of roadway as approved by the State

for partial acceptance by letter) for the work and/or equipment which has been accepted by the State.

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- h. An original and one (1) copy of the Billing Statement should be submitted to the following address:

Dallas District
Attn: Director of Transportation Operations
PO Box 133067
Dallas, TX 75313-3067

- i. All billing statements shall be properly documented, summarizing the costs by description of work performed, quantity of materials and devices, unit price, labor costs, and extensions. The State will make payment to the Local Government within thirty (30) days from receipt of the Local Government request for payment, provided that the request is properly prepared, executed, and documented. Unsupported charges or charges after final acceptance by the State will not be considered eligible for reimbursement. If applicable or necessary, the State will prepare a final audit upon completion of the work authorized or at any time an audit is deemed to be in the best interest of the State.
- j. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
13. Document and Information Exchange. The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider.
14. Incorporation of MAFA Provisions. This LPAFA incorporates all of the governing provisions of the MAFA in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein.
15. Signatory Warranty. The signatories to this LPAFA warrant that each has the authority to enter into this LPAFA on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By:


(Signature)

Name:

Ted Barron
(Print/Type)

Title:

City manager
(Print/Type)

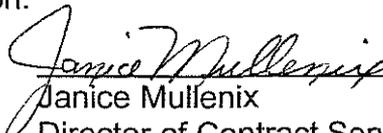
Date:

2/17/2004

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:


Janice Mullenix
Director of Contract Services Section
Office of General Counsel
Texas Department of Transportation

Date:

3.24.04

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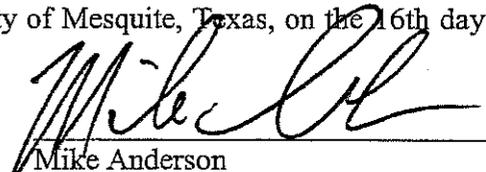
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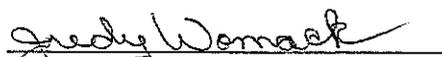
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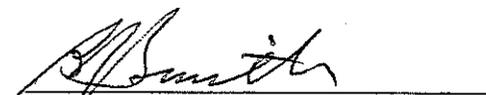
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Mike Anderson
Mayor

ATTEST:

APPROVED:


Judy Womack
City Secretary


B. J. Smith
City Attorney

ATTACHMENT B

PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Description	Total Estimate Cost	Federal Participation	State Participation	Local Participation
<u>ON SYSTEM</u>	100%	80%	20%	0%
Engineering	\$ 2,234	\$1,787	\$447	
Construction	\$11,170	\$8,936	\$2,234	
Contingency	\$1,117	\$894	\$223	
City Administration	\$ 335	\$268	\$67	
ON SYSTEM SUB TOTALS	\$14,856	\$11,885	\$2,971	
State's direct costs for review and processing (Estimated 3% of On System Subtotal)	\$447	\$357	\$90	
ON SYSTEM TOTALS	\$15,303	\$12,242	\$3,061	
<u>OFF SYSTEM</u>	100%	62.37%	0%	37.63%
Engineering	\$ 29,885	\$18,639		\$11,246
Construction	\$ 149,424	\$93,196		\$56,228
Contingency	\$14,942	\$9,319		\$5,623
City Administration	\$ 4,483	\$2,796		\$1687
OFF SYSTEM SUB TOTALS	\$198,734	\$123,950		\$74,784
State's direct costs for review and processing (Estimated 3% of Off System Subtotal)	\$5,963	\$3,719		\$2,244
OFF SYSTEM TOTALS	\$204,697	\$127,669		\$77,028
<u>PROJECT TOTALS</u>	\$220,000	\$139,911	\$3,061	\$77,028
<i>Payment due prior to notice to proceed</i>				\$2,244
<i>State reimbursements to Local Government for the project</i>		\$135,835	\$2,971	

ATTACHMENT C

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"On State Highway System Intersections"

1	IH 635 NB Frontage Road at Towne Centre Drive
2	IH 635 SB Frontage Road at Towne Centre Drive

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ATTACHMENT D

"Off State Highway System Intersections"

1	North Galloway Avenue at Town East Boulevard
2	Towne Centre Drive at Town East Boulevard
3	Towne Centre Drive at Poteet Drive
4	Towne Centre Drive at Franklin Drive
5	Towne Centre Drive at North Mesquite Drive

ON-SYSTEM COST ESTIMATE

Town East Blvd. and Galloway ITS Traffic Signal Improvements
Mesquite, TX

	Quantity	Unit	Unit Cost	Extended Cost
Total Interconnect Distance	5550	LF		
System Master (33% share)•	1	EA	\$3,300	\$3,300
Communications - Fiber Distribution Panel	2	EA	\$800	\$1,600
Fiber Cable	770	LF	\$6	\$4,620
Head-in Communications (33% share)•	1		\$1,650	\$1,650
Total Construction & Materials				\$11,170
Engineering	20%		0.2	\$2,234
Contingency	10%		0.1	\$1,117
City Administration	3%		0.03	\$335
Totals				\$14,856

- 33% Share based on 2/6 locations

Interconnected Signals along Town Centre

1. North Mesquite Drive
2. Southbound Frontage Road IH 635
3. Northbound Frontage Road.IH 635
4. Franklin Drive
5. Poteet Drive
6. Town East Boulevard

ATTACHMENT E

OFF-SYSTEM COST ESTIMATE

**Town East Blvd and Galloway ITS Traffic Signal Improvements
Mesquite, TX**

	Quantity	Unit	Unit Cost	Extended Cost
Total Interconnect Distance	5550	LF		
2 inch in Trench	3870	LF	\$10	\$38,700
2 inch in Bore	320	LF	\$20	\$6,400
Install pull boxes @ 250 ft spacing	17	EA	\$500	\$8,500
Upgrade Controllers				
Towne Center/Franklin (includes new cabinet)	1	EA	\$9,000	\$9,000
Towne Center/Poteet (includes new cabinet)	1	EA	\$9,000	\$9,000
Towne Center/Town East (includes new cabinet)	1	EA	\$9,000	\$9,000
N. Galloway/Town East (includes new cabinet)	1	EA	\$9,000	\$9,000
System Master (67% share)	1	EA	\$6,700	\$6,700
Communications - Fiber Distribution Panel	4	EA	\$800	\$3,200
Fiber Cable	5429	LF	\$6	\$32,574
Head-in Communications (67% share)	1		\$3,350	\$3,350
ITS Dual left-turn equipment at Town East/Galloway	2		\$7,000	\$14,000
Total Construction & Materials				\$149,424
Engineering	20%		0.2	\$29,885
Contingency	10%		0.1	\$14,942
City Administration	3%		0.03	\$4,483
Totals				\$198,734