

RESOLUTION NO. 36-2005

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 PROVIDE ENHANCED TRAFFIC SIGNAL EQUIPMENT, SIGNS AND STREET LIGHTS AS WELL AS A TRAFFIC SIGNAL TIMING CONSULTANT TO THE PHASE 2, MESQUITE SECTION, LBJ PROJECT IN THE CITY OF MESQUITE.

WHEREAS, the City of Mesquite (the "City") wishes to improve traffic flow along Interstate 635 between U.S. Highway 80 and north of Town East Boulevard; and

WHEREAS, the City has requested that the Texas Department of Transportation ("TxDOT") allow the City to participate in said improvements by funding the engineering design and construction costs associated with the LBJ Freeway improvements between U.S. Highway 80 and north of Town East Boulevard; and

WHEREAS, the project includes reconstructing the Town East Boulevard bridge and realigning Town East Boulevard under the bridge reconstruction of the main lanes of LBJ Freeway, relocating entrance/exit ramps, adding a ramp and relocating existing utilities, constructing the southbound frontage road of Interstate 635 from Interstate 30 to Town East Boulevard; and

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

WHEREAS, on March 4, 2002, pursuant to Resolution No. 10-2002, the City Council approved the Advance Funding Agreement with TxDOT; and

WHEREAS, on June 12, 2002, pursuant to Resolution No. 27-2002 the City Council approved a Master Advance Funding Agreement with TxDOT; and

WHEREAS, at the September 2, 2003 regular City Council meeting, the City Council reaffirmed their support for the continued development of the Corridor Enhancement Plan to enhance and improve the appearance and vitality of the City's major restaurant, retail and entertainment areas; and

WHEREAS, on July 12, 2004, the City Council approved a professional services contract to develop the Rows of Texas Public Improvement District; and

WHEREAS, the Phase 2, Mesquite Section, LBJ Project ("Project") falls within the boundaries of the Corridor Enhancement Plan and proposed Rows of Texas Public Improvement District; and

WHEREAS, the City wishes to provide enhanced traffic signal equipment, signs and street lights to the Project in keeping with the Rows of Texas architectural theme at an estimate cost of \$214,000; and

WHEREAS, the City wishes to retain control of the traffic signal coordination and timing along Town East Boulevard to minimize adverse traffic impacts during construction by hiring a consultant at an estimated cost of \$36,000; and

WHEREAS, TxDOT will reimburse the City the estimated cost of \$123,958 for unenhanced traffic signal equipment, signs and street lights, and the total estimated cost of \$36,000 for a traffic signal coordination and timing consultant; and

WHEREAS, it is necessary to execute a Local Project Advance Funding Agreement with TxDOT to establish the amount of the TxDOT reimbursement prior to beginning the Project; and

WHEREAS, the City has determined that providing enhanced traffic signal equipment, signs and street lights as well as providing a traffic signal timing consultant to the Project 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:

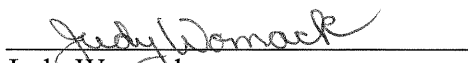
SECTION 1. That the City Council authorizes the City Manager to execute and approve the Local Project Advance Funding Agreement with the Texas Department of Transportation to provide enhanced traffic signal equipment, signs and street lights as well as a traffic signal timing consultant to the Phase 2, Mesquite Section, LBJ Project in the City of Mesquite.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 6th day of September, 2005.




Mike Anderson
Mayor

ATTEST:


Judy Womack
City Secretary

APPROVED:


B. J. Smith
City Attorney

DATE 9/6/05

Contract No. _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

CITY SEC. _____

LOCAL PROJECT ADVANCE FUNDING AGREEMENT
For An
NATIONAL HIGHWAY SYSTEM PROJECT
FOR FURNISHING AND INSTALLING OF TRAFFIC SIGNAL EQUIPMENT
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 109862 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 permanent traffic signal equipment.

Warranting Data: The State will be responsible for collecting and preparing the required warranting and justification data for each signalized intersection. Only those intersections that are warranted and approved by the State will be eligible for signalization under this LPAFA.

- a. 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.

- c. The Local Government shall provide equipment for the permanent signals at the intersections included in this agreement. All traffic control devices installed herein shall conform with the "Texas Manual on Uniform Traffic Control Devices" (Texas MUTCD) latest edition.
 - d. The Local Government shall be responsible for police enforcement of appropriate ordinances at the acknowledged signal location(s).
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 State, as stated in the Master Agreement, without exception.
 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 \$ 159,958. 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. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify with the State that the Federal Letter of Authority has been issued for the work covered by this Agreement.
 - 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 N/A % 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 \$ N/A. This amount is N/A % 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 otherwise provided for in this Agreement or through amendment of this agreement.
- f. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, 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 an 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.
- h. An original and one (1) copy of the Billing Statement should be submitted to the following address:

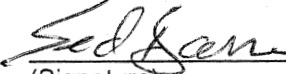
Texas Department of Transportation
Attn. Director of Transportation Operations
PO Box 133067
Dallas, TX 75313-3067
- i. All billing statements shall be properly documented, summarizing the costs by description of work performed, quantity of materials and devices, unit price, labor costs, and extensions. 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 Master Agreement Provisions. This LPAFA incorporates all of the governing provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein.
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 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. 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 – CITY OF MESQUITE

By: 
(Signature)

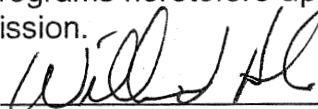
Name: Ted Barron
(Print/Type)

Title: City Manager
(Print/Type)

Date: 9/7/05

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: 
William L. Hale, P.E.
Dallas District Engineer

Date: 9/29/05

ATTACHMENT A

**Resolution/Ordinance of Local Government
Approving This LPAFA**

ATTACHMENT B**PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS****ON SYSTEM PROJECT COSTS**

Description	Total Estimate Cost	Federal Participation	State Participation	Local Participation
	100%	80%	20%	0%
Permanent Signal Equipment	115,858	92,686	23,172	
Traffic Engineering/Signal Timing	36,000	28,800	7,200	
Median Light Poles	8,100	6,480	1,620	
TOTAL	159,958	127,966	31,992	
<i>State reimbursements to Local Government for the project</i>	159,958			

ATTACHMENT C

“On State Highway System Intersections”

**IH 635 AT TOWNE CENTRE DRIVE
IH 635 AT TOWN EAST BOULEVARD**

ATTACHMENT D

“Off State Highway System Intersections”

None

ATTACHMENT E**“Cost Estimate”**

DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
TWIN ARM STREET LIGHT	EA	9.00	\$900	\$8,100
PEDESTAL POLE ASSEMBLY	EA	5.00	\$1750	\$8,750
TRAF SIG POL ASM (NO ARM)(30 FT) LUM	EA	3.00	\$1100	\$3,300
TRAF SIG POL ASM (STL) 1 ARM (40 FT)(ILSN)	EA	2.00	\$3630	\$7,260
TRAF SIG POL ASM (STL) 1 ARM (44 FT)(ILSN)	EA	4.00	\$4070	\$16,280
TRAF SIG POL ASM (STL) 1 ARM (44 FT)LUM (ILUM)	EA	5.00	\$4750	\$23,750
TRAF SIG POL ASM (STL) 1 ARM (40 FT)LUM (ILUM)	EA	1.00	\$4000	\$4,000
8 PHASE NEMA CONTROLLER COMPLETE WITH CABINET AND ACCESSORIES	EA	3.00	\$9850	\$29,550
LED COUNTDOWN PEDESTRIAN SIGNAL HEADS	EA	24.00	\$227	\$5,448
TRAFFIC ENGINEERING-TEMPORARY SIGNALS	EA	1.00	\$36,000	\$36,000
STREET NAME SIGNS	EA	12.00	\$1460	\$17,520
			TOTAL	\$159,958