

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 DESIGN AND CONSTRUCT A PROJECT TO ADD A RIGHT-TURN LANE FROM SOUTHBOUND NORTH GALLOWAY AVENUE TO THE WESTBOUND US HIGHWAY 80 FRONTAGE ROAD IN THE CITY OF MESQUITE.

WHEREAS, the City of Mesquite ("the City") submitted a project to add a right-turn lane from southbound North Galloway Avenue to the westbound US Highway 80 frontage road (the "Project") to the North Central Texas Council of Governments ("NCTCOG") in May 1999 to be funded through the Transportation Equity Act for the 21st Century (TEA-21); and

WHEREAS, NCTCOG subsequently approved the Project for implementation; and

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

WHEREAS, the City Council reaffirmed their support for the Project on January 18, 2005; and

WHEREAS, on June 12, 2002, pursuant to Resolution No. 27-2002, the City Council approved a Master Advance Funding Agreement with the Texas Department of Transportation ("TxDOT"); and

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

WHEREAS, the City has determined that adding the right-turn lane from southbound North Galloway Avenue to the westbound US Highway 80 frontage road 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 add a right-turn lane from southbound North Galloway Avenue to the westbound US Highway 80 frontage road in the City of Mesquite.


DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 7th day of November, 2005.


Mike Anderson
Mayor

ATTEST:


Judy Womaek
City Secretary

APPROVED:


B. J. Smith
City Attorney

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT**

**For a Surface Transportation Program – Metropolitan Mobility Project
(Off State System)**

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 Agreement 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 Texas Transportation Commission passed Minute Order 108410 that provides for the development of, and funding for, the project describe herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution ~~numbered~~ dated November 7, 2005, which is attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

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

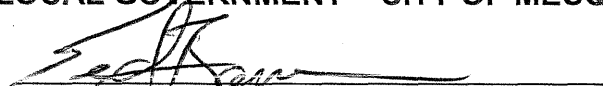
1. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. Scope of Work.
The scope of work for this LPAFA is described as intersection improvements to include the design and construction of right turn lane on West-side of Galloway Avenue, North of US 80 for Southbound traffic to Westbound traffic in the City of Mesquite.
5. Right of Way and Real Property shall be the responsibility of the Local Government. The Local Government is responsible for the provision and acquisition of any needed right of way or real property in compliance with all 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., and documentation to support such compliance must be maintained and must be made available to the State and its representative for review and inspection. The Local Government right of way maps and property descriptions must be submitted to the State for review. The Local Government will not be reimbursed by the State for purchase of right of way. Title to right of way shall be in the name of the Local Government.
6. Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement without exception.
7. Environmental Assessment and Mitigation will be carried out by the State.

8. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
9. Architectural and Engineering Services will be provided by the State, as stated in the Master Agreement, without exception. The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law.
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 Master Agreement, without exception.
12. Local Project Sources and Uses of Funds
 - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C. 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. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
 - c. 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 agreement.
 - d. After execution of this LPAFA, but prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment C as the local contribution for Preliminary Engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering as stated in the Local Project Sources and Uses of Funds provision of the Master Agreement.
 - e. Sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any others costs owing.
 - f. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
 - g. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
 - h. 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. 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.

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 agreement warrant that each has the authority to enter into this agreement 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)

Ted Barron

Printed/Typed Name


City Manager

Printed/Typed Title

Date: 11-10-2005

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: January 13, 2006
AFA-LPAFA_OffSys

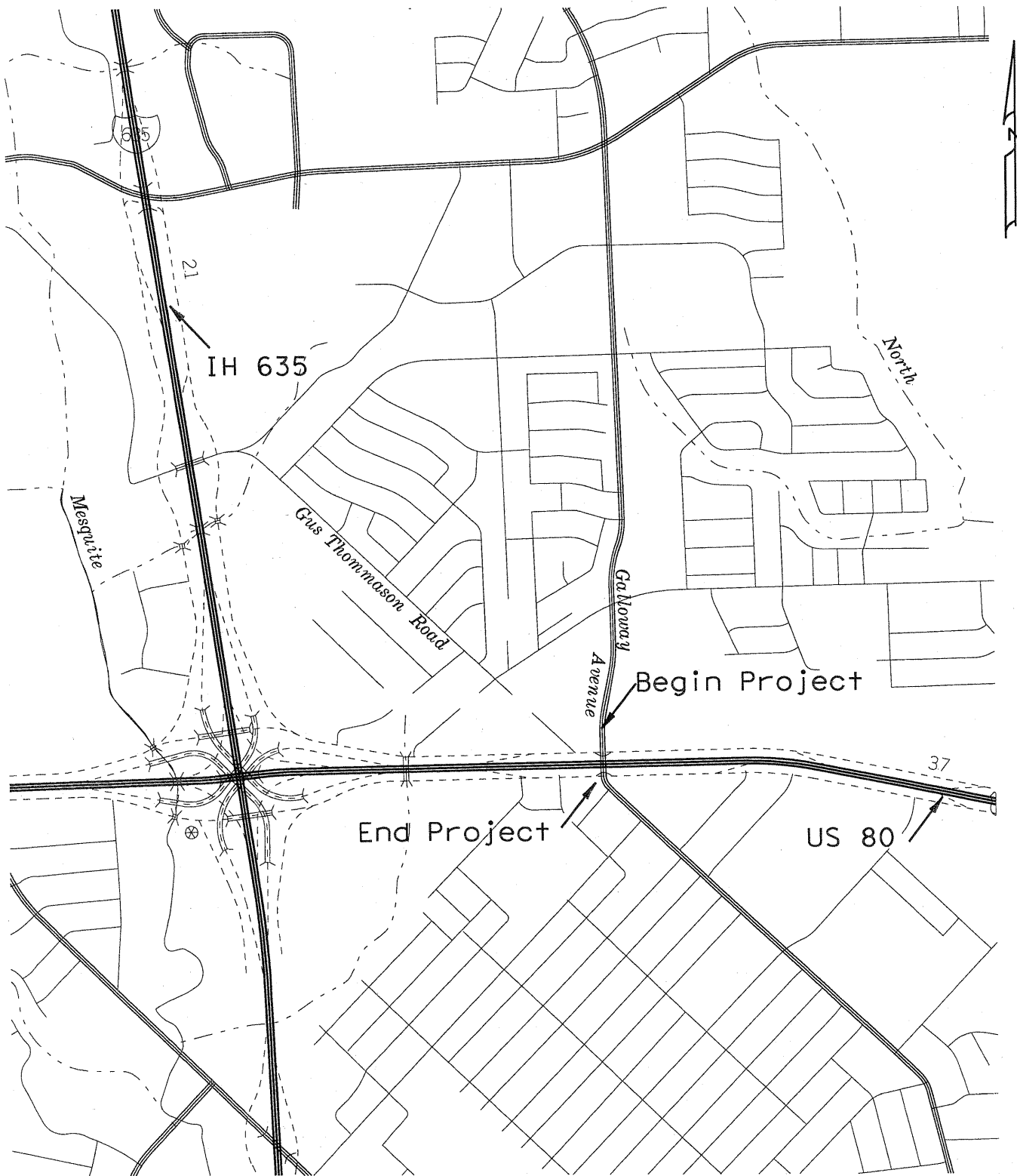
CSJ: 0918-45-763
Project Name: Galloway Avenue
Limits: On Galloway Avenue at US 80
Project #: STP () MM
Funding Category: STP-MM

ATTACHMENT A

**RESOLUTION OF LOCAL GOVERNMENT
APPROVING THIS LPAFA**

CSJ: 0918-45-763
Project Name: Galloway Avenue
Limits: On Galloway Avenue at US 80
Project#: STP () MM
Funding Category: 7 STP-MM

**ATTACHMENT B
PROJECT LOCATION MAP**



CSJ: 0918-45-763
 Project Name: Galloway Avenue
 Limits: On Galloway Avenue at US 80
 Project #: STP () MM
 Funding Category: STP-MM

REVISED ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

PROJECT AUTHORIZED COST					
Description	Total Estimate Cost	Federal Participation 80%	State Participation 0%	Local Government Participation	
				20%	Estimated Total Participation
Land	\$0	\$0	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$0	\$0
Environmental – Authorized Amount	\$0	\$0	\$0	\$0	\$0
Preliminary Engineering – Authorized Amount	\$0	\$0	\$0	\$0	\$0
Construction - Authorized Amount	\$209,024	\$167,219	\$0	\$41,805	\$41,805
Direct State Costs (including plan review, inspection and oversight) (Estimated @ 0% of Construction)	\$0	\$0	\$0	\$0	\$0
Total Est. Authorized Construction Cost	\$209,024	\$167,219	\$0	\$41,805	\$41,805
LOCAL GOVERNMENT CONTRIBUTION					
Construction	\$40,560	\$0	\$0	\$0	\$40,560
Direct State Costs (including plan review, inspection & oversight) Estimated @ 0% of construction	\$0	\$0	\$0	\$0	\$0
Total Estimated Construction	\$40,560	\$0	\$0	\$0	\$40,560
TOTAL PROJECT COST					
TOTAL PROJECT COST (Auth. & Contribution)	\$249,584	\$167,219	\$0	\$41,805	\$40,560
Total participation required from the Local Government					\$82,365
Total participation required from the local government = \$82,365					