




MEMORANDUM

05/20/2011

TO: Lizette J. Colbert, P.E.
South Region Support Center

FROM: Joey Matesic 
Contract Services

SUBJECT: LPAFA for a Transportation Project
CSJ: 0086-14-051
CS Log: 2011- 1030

Attached are:

One fully executed original counterparts for the referenced project.

If you have any questions, please contact me at 512.374.5129.

Thank You

CSJ # 0086-14-051
District # 22 – Laredo
Code Chart 64 # 50240
Project: Loop 20
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
TO A CATEGORY 10 – COORDINATED BORDER
INFRASTRUCTURE (CBI) PROJECT
ON-SYSTEM**

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and Webb County, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

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

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; 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 passed Minute Order 112471, authorizing the State to undertake and complete a highway improvement generally described as providing Preliminary Engineering including the Schematic, Environmental, Right of Way, Survey/Mapping and PS&E for Loop 20 from 0.5 miles West of Milo Interchange to 3000 ft East of Havana; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated April 26, 2011, which is attached to and made a part of this agreement as Attachment “A” for the preparation of Preliminary Engineering for Loop 20 at the location shown on the Map, which is attached to and made a part of this agreement as Attachment “B” referred to as the Project.

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. 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.

2. Scope of Work

For this Agreement, the Project is defined to include the following scope of work. The Local Government will provide Preliminary Engineering including the Schematic, Environmental, Survey/Mapping and PS&E for Loop 20 from 0.5 miles West of Milo Interchange to 3000 ft East of Havana as shown on Attachment "B".

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in the Project Budget - Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. 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 Letter of Authority is formally issued.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. 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 designated a qualified individual to oversee the Project.

B. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. 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.

C. 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.

- D. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.
- E. 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 C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering 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.
- F. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- G. 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 Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- H. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
- I. The State will not pay interest on any funds provided by the Local Government.
- J. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- K. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment "C" will clearly state the amount of the fixed price or the incremental payment schedule.
- L. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- M. 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.

- N. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- O. The Local Government is authorized to submit requests for reimbursement 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.

The State will not execute the contract for the construction of the Project until the required funding, as shown on Attachment "C", has been made available by the Local Government in accordance with this Agreement.

4. 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 cost incurred because of the breach shall be paid by the breaching party; or
- 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.
- D. The Project is inactive for 36 months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

5. Amendments

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

6. 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.

7. Utilities

The Local Government 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 completed.

8. 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.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

9. Compliance with Texas Accessibility Standards and ADA

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 the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government 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. 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* 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 services 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.

11. Construction Responsibilities

- A. The State shall 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, which 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. The State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. 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.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of 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.

13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

CSJ # 0086-14-051
District # 22 – Laredo
Code Chart 64 # 50240
Project: Loop 20
Federal Highway Administration
CFDA # 20.205
Not Research and Development

Local Government:	State:
County Judge Webb County 1000 Houston Street, 3 rd Floor Laredo, Texas 78040	Director of Contract Services Texas Department of Transportation 125 E. 11th Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so 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 such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. 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.

16. 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.

17. 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 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 form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties 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.

19. 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.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. 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 Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract 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.

23. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133. Whenever funds from the American ARRA are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise (DBE) Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

- A. Each financial assistance agreement signed by the Local Government and a DOT operating administration (or a primary recipient) must include the following assurance: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts. The recipient'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 recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- B. 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 contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

26. Debarment Certifications

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 participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it is 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 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 contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her 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 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 that all sub-recipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. 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.

28. 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.

29. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient or sub-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://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>
- B. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, shall:
 - 1. Obtain and provide to the State and the Federal government, a Central Contracting Registry (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx> ;

2. Obtain and provide to the State and the Federal government, a Data Universal Numbering System or DUNS number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number 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 executives to the State and Federal government if:
 - (i.) More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
 - (ii.) Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

30. Single Audit Report

- A. The Local Government is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year ending, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or via e-mail to Virgie.Rodriguez@TxDOT.gov
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year ending, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

31. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

CSJ # 0086-14-051
District # 22 – Laredo
Code Chart 64 # 50240
Project: Loop 20
Federal Highway Administration
CFDA # 20.205
Not Research and Development

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

THE LOCAL GOVERNMENT

Danny Valdez
Name

DANNY VALDEZ
Printed Name

WEBB COUNTY Judge
Title

5-10-11
Date

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.

Janice Mullenix
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

May 20, 2011
Date

CSJ # 0086-14-051
District # 22 – Laredo
Code Chart 64 # 50240
Project: Loop 20
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

STATE OF TEXAS

COUNTY OF WEBB

RESOLUTION

WEBB COUNTY COMMISSIONERS COURT

**EXPRESSING SUPPORT FOR THE LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
TO A CATEGORY 10 — COORDINATED BORDER
INFRASTRUCTURE (CBI) PROJECT
ON-SYSTEM**

WHEREAS, Webb County is experiencing dramatic growth; and

WHEREAS, the economic resources of the State of Texas, Webb County are constrained by the cost of other public infrastructure projects; and

WHEREAS, the Webb County Commissioners Court recognizes the importance of the preparation of schematics; environmental documents; and development of plans, specifications and estimates for Loop 20 main lanes from just West of Interstate 35 to 3000 LF East of Havana Road; and

WHEREAS, the construction of the anticipated would improve mobility, reduce congestion and improve safety; and

WHEREAS, Subchapter E of the Transportation Code, §222.104(b) provides a mechanism whereby private entities may partner with the Texas Department of Transportation to provide vital public infrastructure; and

WHEREAS, , the Texas Transportation Commission passed Minute Order 112471, authorizing the State to undertake and complete a highway improvement generally described as providing Preliminary Engineering including the Schematic, Environmental, Right of Way, Survey/Mapping and PS&E for Loop 20 from 0.5 miles West of Milo Interchange to 3000 ft East of Havana; and

WHEREAS, the cost of said interchange would have no affect on the local taxpayer; and

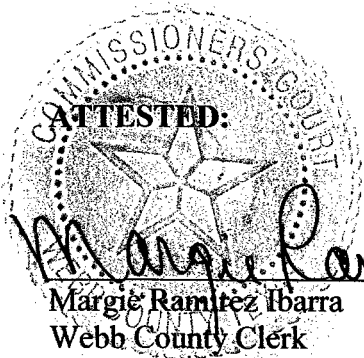
WHEREAS, the approval of the Local Transportation Project Advance Funding Agreement To A Category 10 — Coordinated Border Infrastructure (CBI) Project On-System would allow the County to proceed with the preparation of schematics; environmental documents; and development of plans, specifications and estimates for Loop 20 main lanes from (.05 miles) West of Interstate 35 to 3000 LF East of Havana Road.

NOW THEREFORE, BE IT RESOLVED, that the Commissioners Court of Webb County does hereby support the Local Transportation Project Advance Funding Agreement To A Category 10 — Coordinated Border Infrastructure (CBI) Project On-System as a viable project to improve area mobility, reduce traffic congestions, improve safety and further economic growth in the area; and

ADOPTED this the 26th day of April, 2011, by a vote of 4 ayes and 0 nays.

Danny Valdez

The Honorable Danny Valdez
Webb County Judge



Margie Ramirez Ibarra
Margie Ramirez Ibarra
Webb County Clerk

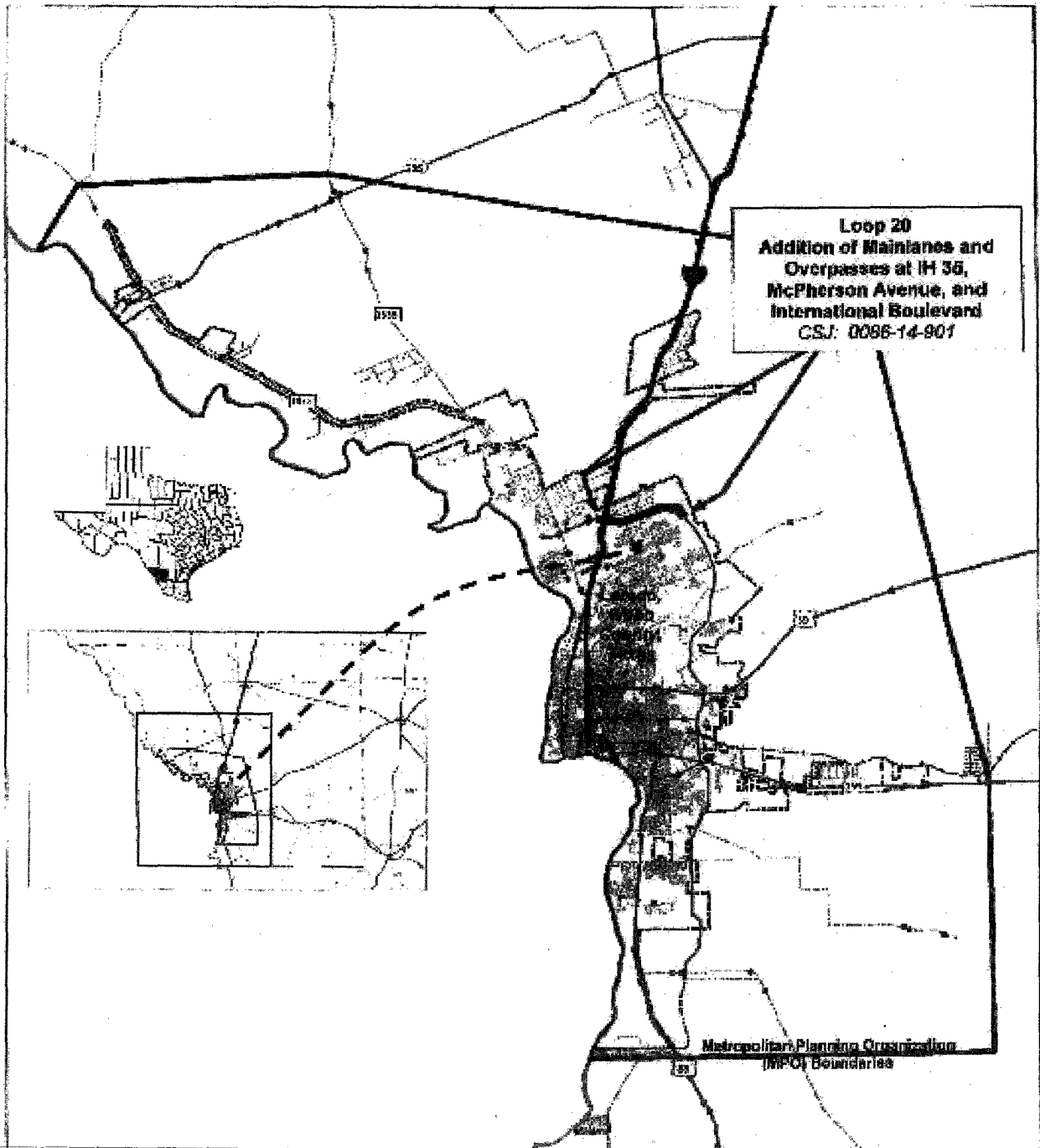
Anna Laura Cavazos Ramirez

Honorable Anna Laura Cavazos Ramirez
Webb County Attorney

By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

CSJ # 0086-14-051
District # 22 – Laredo
Code Chart 64 # 50240
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ATTACHMENT B
LOCATION MAP SHOWING PROJECT



CSJ # 0086-14-051
 District # 22 – Laredo
 Code Chart 64 # 50240
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 Not Research and Development

**ATTACHMENT C
 PROJECT BUDGET AND DESCRIPTION**

The State has estimated the project budget as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (Local)	\$3,209,336.62	80%	\$2,567,469.30	20%	\$641,867.32	0%	\$0
SUBTOTAL	\$3,209,336.62		\$2,567,469.30		\$641,867.32		
Engineering Direct State Costs (5%)	\$160,466.83	80%	\$128,373.46	20%	\$32,093.37	0%	\$0
Indirect State Costs	\$198,978.87	0%	\$0	100%	\$198,978.87	0%	\$0
TOTAL	\$3,568,782.32		\$2,695,842.76		\$872,939.56		\$0

Direct State Costs will be based on actual charges.

Estimated Local Government's Participation = **\$0.00**

This is an estimate only.



RECEIVED BY
MAR 08 2011
DISTRICT OPERATIONS

MEMORANDUM

DATE: 03/07/11

TO: David B. Casteel, P.E.
Assistant Executive Director District Operations

FROM: Janice Mullenix *Janice Mullenix*
Director of Contract Services

SUBJECT: Special Approvals Transmittal Form

RECEIVED
MAR 14 2011
CS

The enclosed advance funding agreement requires approval from the Assistant Executive Director for District Operations.

CSJ: 0086-14-051
CS Tracking: 2011-1031

- **Outsourcing preliminary project engineering and design for which reimbursement is requested (all roads)**

Thank you,

Please call Joey Matesic at 512-374-5129 if you have any questions. Upon review and approval, please return to Contract Services for further processing.

Enclosures

Outsourcing or Force Account Work by Local Government

(1) Does the local government have previous experience in performing the type of work proposed?
Answer: The Local Government has worked with the Laredo District in achieving the development and construction of a projects funded with federal and State funds such as the ARRA (3) projects.
(2) Does the local government have the capability to perform the type of work proposed or to award and manage a contract for that work in a timely manner, consistent with federal, state, and department regulations, standards, and specifications?
Answer: The Local Government has the capability to perform the type of work proposed and has a fully staffed County Engineer Department to assist the State with the proper development of a project thru the PS&E phase. The District Office will assist and guide the County thru all federal and state mandated regulations to ensure compliance.
(3) Is there a need for expeditious project completion?
Answer: Yes, the Local Government is attempting to have the project PS&E in place in order to compete for future funding that may become available (shovel ready) in order to construct.
(4) Are there Department resources available to perform or manage the highway improvement project in an efficient and timely manner?
Answer: The Department has the available resources to perform the oversight on this project.
(5) Is local performance of the work cost effective as compared to awarding the highway improvement project through the competitive bidding process?
Answer: The Local Government was willing to use their CBI funds on this project by moving them to fund this project. The Local Government will assist the state in managing the plan development phase.
(6) Are there any other considerations relating to the benefit of the state, the traveling public, and the operations of the department?
Answer: The construction of this project would greatly enhance the transportation infrastructure of North Laredo and the efficiency of the commercial Border crossing at the World Trade Bridge.