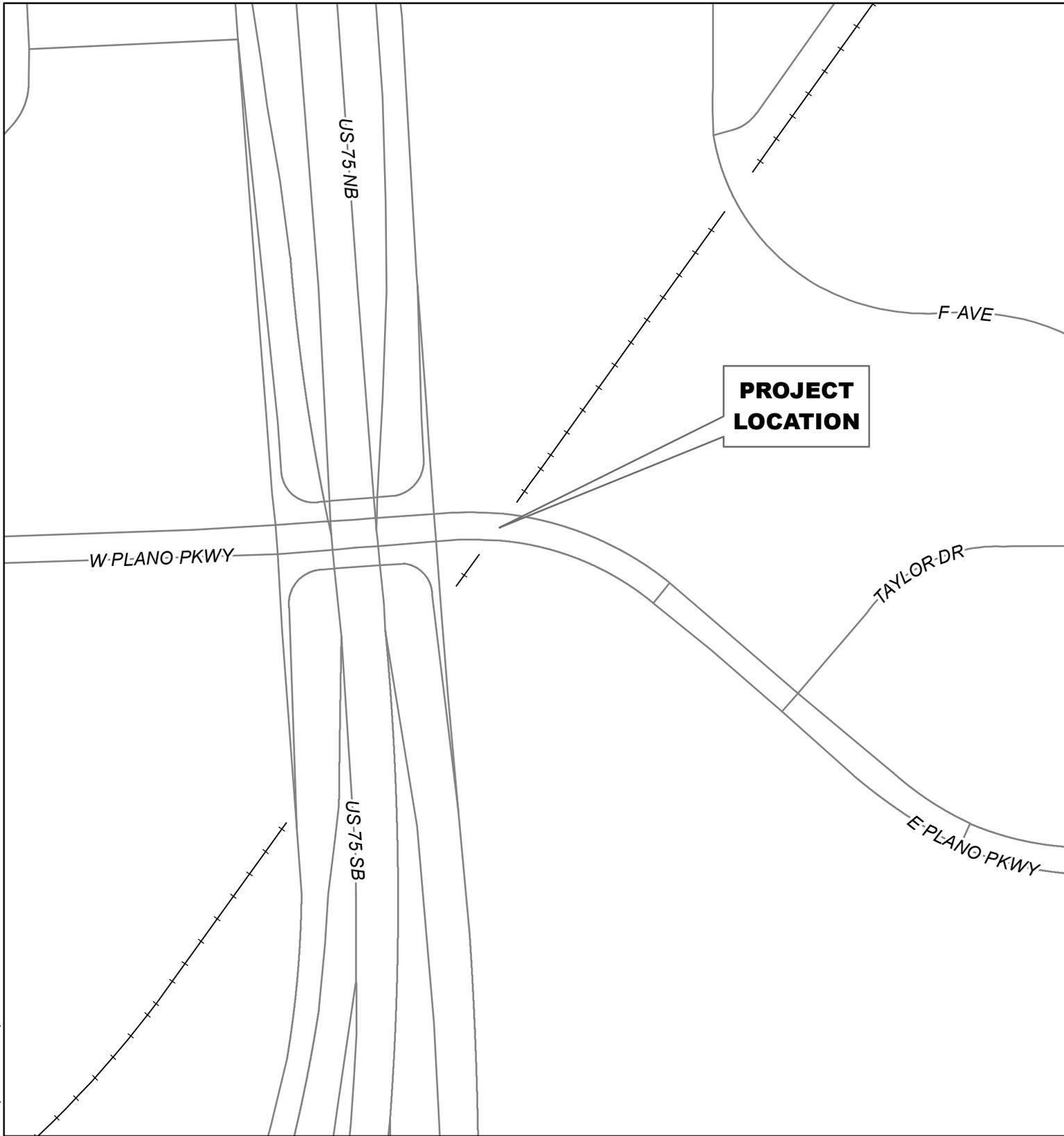


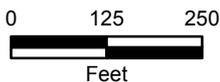


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/13/15		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #):		<b>Kathleen Schonne X-7198</b>		
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Agreement with the State of Texas for State contracted traffic signal construction with the City of Plano providing limited materials and labor; authorizing the City Manager or his authorized designee, to execute any documents deemed necessary; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(s):</b> STREET IMPROVEMENTS CIP				
<p><b>COMMENTS:</b> This Resolution would approve the terms and conditions of an agreement between the State of Texas and the City of Plano, with the State of Texas providing up to \$31,000 for the City of Plano to construct improvements at the US 75 at Plano Parkway interchange. The actual amount provided will depend on the expenditure incurred by the City of Plano during this project.</p> <p>STRATEGIC PLAN GOAL: Participating in an agreement where Plano will receive funding from the Texas Department of Transportation relates to the City's goals of Partnering for Community Benefit and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This TxDOT project is for the construction and rehabilitation of the interchange along US 75 @ Plano Parkway. It will provide for a new traffic signal along with modern railroad preemption devices for the crossing on the east side of US 75 at Plano Parkway.</p> <p>At the completion of the project the City of Plano will assume maintenance responsibilities of the traffic signals. Therefore, in order to maintain equipment consistency citywide, the following equipment will be furnished by city forces and a request for reimbursement is being made by this agreement: (1) Traffic signal controller, (2) Video detection devices, and (3) Battery backup units.</p> <p><a href="https://maps.google.com/maps?q=us+75+at+plano+parkway&amp;hl=en&amp;ll=33.009184,-96.706959&amp;spn=0.00078,0.001212&amp;sll=33.061262,-96.736625&amp;sspn=0.199688,0.310364&amp;t=h&amp;hnear=U.S.+75&amp;z=20">https://maps.google.com/maps?q=us+75+at+plano+parkway&amp;hl=en&amp;ll=33.009184,-96.706959&amp;spn=0.00078,0.001212&amp;sll=33.061262,-96.736625&amp;sspn=0.199688,0.310364&amp;t=h&amp;hnear=U.S.+75&amp;z=20</a></p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map			N/A	
Resolution				
Agreement				

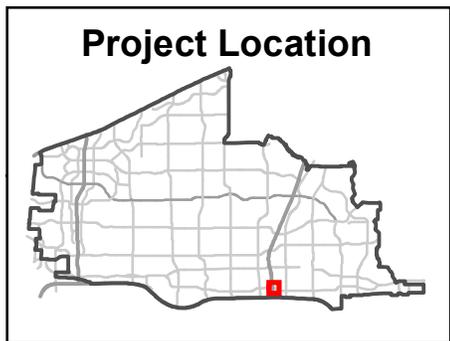


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City of Plano GIS Division  
March, 2015

# US 75 at Plano Parkway Traffic Signal Construction and Interchange Rehabilitation



**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Agreement with the State of Texas for State contracted traffic signal construction with the City of Plano providing limited materials and labor; authorizing the City Manager or his authorized designee, to execute any documents deemed necessary; and providing an effective date.**

**WHEREAS**, the Intermodal Surface Transportation Efficiency Act of 1991 (“ISTEA”), codified under Title 23 USC Section 101 et seq., authorizes funding for Metropolitan Planning at 23 USC subsection 104(f), which has been reauthorized under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (“SAFETEA-LU”); and

**WHEREAS**, the City has requested the State to reimburse the Federal allowable percentage of the cost of installing traffic signals and other items directly related to the operation of an intersection at the intersections established in this Agreement called the “Project;” and

**WHEREAS**, the City Council has been presented a proposed Agreement for State contracted traffic signal construction by and between the City of Plano, Texas, and the State of Texas, providing terms and conditions for a Traffic Signal Project, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Agreement”); and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee should be authorized to execute it on behalf of the City of Plano.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

**Section III.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** the 13<sup>th</sup> day of April, 2015.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

# Exhibit "A"

CSJ # 0047-06-133  
District #18/DAL  
Code Chart 64 # 33100  
Project: US 75 at Plano Pkwy  
Federal Highway Administration  
CFDA # 20.205 \_\_\_\_\_  
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

## **SURFACE TRANSPORTATION PROGRAM – METROPOLITAN MOBILITY AGREEMENT FOR STATE-CONTRACTED TRAFFIC SIGNAL CONSTRUCTION (WITH A MUNICIPALITY PROVIDING LIMITED MATERIALS OR LABOR)**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and North Central Texas Council of Governments, a Metropolitan Planning Organization chartered under the laws of the State of Texas, acting through the City of Plano, called the "City," acting through its duly authorized officers.

### **W I T N E S S E T H**

**WHEREAS**, the Intermodal Surface Transportation Efficiency Act of 1991 ("ISTEA"), codified under Title 23 USC Section 101 et seq., authorizes funding for Metropolitan Planning at 23 USC subsection 104(f), which has been reauthorized under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU"); and

**WHEREAS**, 23 USC §104 establishes a surface transportation program ("STP"); and

**WHEREAS**, 23 USC §134 establishes that Metropolitan Planning Organizations ("MPOs") and the States' Transportation Agencies develop transportation plans and programs for urbanized areas of the State; and

**WHEREAS**, 23 USC §120 establishes the Federal share of funding for STP programs involving the procurement and installation of traffic signals as defined elsewhere in this agreement; and

**WHEREAS**, the State is empowered under existing laws to operate and maintain a system of highways and roadways for public use and benefit; and

**WHEREAS**, the City has requested the State to reimburse the Federal allowable percentage of the cost of installing traffic signals and other items directly related to the operation of an intersection at the intersections established in this agreement, called the "Project;" and

**WHEREAS**, the Project has been designated as a federal-aid project and, thus, this agreement shall be made in accordance with Federal Highway Administration (FHWA) procedures and regulations; and

**WHEREAS**, the City has offered to participate in the development and construction of the Project as defined elsewhere in this agreement; and

**WHEREAS**, it is in the best interest of the City and the State for the City to assist the State by

furnishing and installing traffic signal equipment on the Project; and

**WHEREAS**, the State will secure the federal cost share, and reimburse the City for their appropriate cost associated with the Project as defined elsewhere in this agreement; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order No.114125 authorizing the Project through the State Transportation Improvement Program; and

**WHEREAS**, the Governing Body of the City has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_, labeled Attachment A, which is attached to and made a part of this agreement; and

**WHEREAS**, the State is authorized to enter into an agreement with the City for the Project pursuant to Texas Transportation Code §221.002;

**NOW THEREFORE**, the State and the City agree as follows:

## **AGREEMENT**

### **Article 1. Period of this Agreement**

This agreement becomes effective on final execution by both parties and shall remain in effect as long as the traffic signal equipment furnished by the City is in operation at the described location and the signal project is incomplete, or unless otherwise terminated or modified as provided below.

### **Article 2. Scope of Work**

**A. Signal Warranting Data.** The City shall collect, prepare, and provide to the State the required warranting and justification data for each signalized intersection contemplated in this agreement. The City shall provide the data to the State in a format approved by the State. Only those intersections that are warranted and approved by the State shall be eligible for signalization under this agreement.

#### **B. Intersection Locations.**

1. All State-approved intersections which are on routes that are part of the State Highway System are listed in Attachment B, which is attached to and made a part of this agreement. These intersections are referred to as "on-system" intersections.
2. All State-approved intersections which are not on routes that are part of the State Highway System are listed in Attachment C, which is attached to and made a part of this agreement. These intersections are referred to as "off-system" intersections.

**C. Design and Construction Responsibilities.**

1. The City shall develop the construction plans and specifications associated with the installation of traffic signals at each intersection. The construction plans and specification require final approval by the State.
2. If indicated in the plans and specifications, the furnishing or installing of a portion of the traffic signal equipment may be part of the construction to be undertaken by the City.
3. The City's plans and specifications shall conform to the requirements of the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and use applicable Texas Department of Transportation standard specifications, special specifications, special provisions, and standard sheets.
4. The State will advertise for construction bids, let the construction contract, or otherwise provide for the construction and will supervise the construction as required by the construction plans and specifications. The State will secure the City's concurrence of the construction plans and specifications prior to the award of the construction contract.

**D. Implementation Plan**

1. If the Project includes any traffic signal systems, the City shall attach to this agreement an FHWA-approved Implementation Plan as Attachment D, which is made a part of this agreement.
2. The Implementation Plan shall address the operation and maintenance of the traffic signal systems after the Project is complete.

- E.** Any variations to the Scope of Work are provided in Attachment E, which is attached to and made a part of this agreement.

**Article 3. Personnel, Equipment, and Material**

- A.** The City shall use labor and supervisory personnel employed directly by the City.
- B.** All employees of the City assigned to this agreement shall have sufficient knowledge and experience to enable them to perform the duties assigned to them.
- C.** The State may require the City to remove any employee from the work authorized in this agreement if, in the sole opinion of the State, the work of that employee does not comply with this agreement or the conduct of that employee is detrimental to the Project.
- D.** All materials used for the work shall be new and undepreciated.
- E.** Reimbursement for the use of materials purchased by other than competitive bid procedures will be made only if:
  1. Those procedures are shown to be in the public interest; and
  2. The State has given prior approval for the use of materials.
- F.** The City shall use City-owned machinery, equipment, and vehicles for the work. In the event that the City does not have the necessary machinery, equipment, and vehicles, they may be rented or leased at the lowest bid price of those submitted by two or more approved bidders.



- b. N/A% of the estimated engineering and contingencies (State inspection costs) for the bid items for locations described in Attachment C; and
  - c. N/A% of the estimated State inspection costs for City furnished and/or installed traffic signal equipment for locations described in Attachment C; and
  - d. N/A% of any federal non-participating costs.
2. It is estimated that the State inspection cost will be N/A% of construction cost.
  3. The City check or warrant is \$N/A.
  4. Payments to the State shall be by check or warrant made payable to "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 by the State to the Project.
  5. In the event it is determined by the State that the initial amount submitted by the City for construction of the project is insufficient to cover the State's costs, the City will within thirty (30) days from the State's written notification, make additional funding available to the State.
  6. Following completion and the State's acceptance of the project, the State will make a final audit of all costs associated with the project. Upon completion of the final audit, any remaining funds due the City will be promptly returned.
- D.** The City shall be responsible for any funds determined to be ineligible for federal reimbursement, and shall reimburse the State the amount of those funds previously provided to it by the State.
- E.** If the City will perform any work under this agreement for which reimbursement will be provided by or through the State, the City must complete training before federal spending authority is obligated. 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 City shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the City or an employee of a firm that has been contracted by the City to perform oversight of the Project. The State in its discretion may deny reimbursement if the City has not designated a qualified individual to oversee the Project.

## Article 5. Insurance

If this agreement authorizes the City 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.

## Article 6. Responsibilities of the Parties

The State and the City 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.

## Article 7. Progress

- A. Communications.** The City shall confer with the State during the progress of the Project. The City shall prepare and present all information that is requested by the State or is necessary for the State to evaluate the work performed by the City.
- B. Reports.** The City shall promptly advise the State in writing of events that may have a significant effect on the progress of the Project.
  - 1. The City shall promptly advise the State in writing of any problems, delays, or adverse conditions that will materially affect the ability to meet scheduled goals. This disclosure will be accompanied by statement of the action taken or contemplated and any State or federal assistance needed to resolve the situation.
  - 2. The City shall also promptly advise the State in writing of favorable developments or events that enable meeting goals sooner than anticipated.

## Article 8. Inspection of Work

- A.** The State shall make frequent and complete inspection of all materials, equipment, and work to determine and permit certification that:
  - 1. They are in suitable condition for operation and maintenance by the City after completion; and
  - 2. All applicable requirements of the plans and specifications are satisfied.
- B.** The City shall provide opportunities, facilities, and representative samples, as required by the State to perform the above inspections.
- C.** The State will promptly notify the City of any deficiencies determined by the above inspections and the City shall, without delay, take corrective action acceptable to the State.

## Article 9. Maintenance, Retention, and Audit of Records

- A. Retention Period.** The City shall maintain all books, documents, papers, computer-generated files, accounting records, and all other evidence pertaining to costs incurred and work performed under this agreement, and shall make those materials available at its office during the time period covered and for four years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.
- B. Availability.** The State, FHWA, United States Department of Transportation and its Office of the Inspector General, State Auditor's Office, United States Comptroller General, and any of their authorized representatives shall have access to the records for the purpose of making audits, examinations, excerpts, and transcriptions.
- C. State Auditor.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a

subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement 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.

**D. Audit Timing.** The State will prepare an audit:

1. Upon completion of the work authorized or early termination of the agreement to determine the amount of the work performed and materials furnished by the City at that time; and
2. At any time it is deemed to be in the best interest of the State.

**Article 10. Disputes**

The State's decision on disputes regarding the responsibilities and obligations set forth in this agreement shall be final and binding.

**Article 11. Non-collusion**

The City shall warrant that it has not employed or retained any company or person, other than a bona fide employee working for the City, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the City breaches or violates this warranty, the State shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of the fee, commission, brokerage fee, gift, or contingent fee.

**Article 12. Termination and Remedies**

**A. Causes.** This agreement shall remain in effect until the project is completed and accepted by all parties, unless the agreement is terminated by:

1. Written agreement of the parties;
2. Written notice from either party because the other party did not fulfill its contractual obligations;
3. Written notice from the City, after the completion of preliminary engineering, specifications, and estimates, that it elects not to provide funding;
4. The State if the Project is inactive for thirty-six months or longer and no expenditures have been charged against federal funds; or
5. Thirty (30) days written notice from the State, with or without cause.

**B. Payments Due After Termination.**

1. If the State terminates this agreement, the State shall not be liable for any costs other than those due at the time of termination.

2. If this agreement is terminated under Article 12(A)(3) and the project does not proceed because of insufficient funds, the City shall reimburse the State for its reasonable actual costs incurred during the project.
3. If this agreement is terminated under Article 12(A)(5), the City shall not incur costs during the thirty (30) days after notice is given if those costs are more than the costs incurred during the preceding thirty (30) days.

**C. Value of Completed Work.** The State shall determine the value of any work that has been performed at the time of termination. In determining the compensation for partial work, the State will consider

1. Actual costs incurred in performing the work to the date of termination;
2. The amount of work that was satisfactorily completed as of the date of termination;
3. The value of the work that is usable by the State;
4. The cost to the State of employing others to complete the required work;
5. The time required to employ others to complete the work; and
6. Any other factors that affect the value to the State of the work performed.

**D. Payment of Additional Costs.** If this agreement is terminated under Article 12(A)(2), the State may take over the project and complete the work. The City shall be liable to the State for any additional costs to the State caused by the termination.

**E. Excusable Delays.** Except with respect to subcontractors, the City will not be considered in default for any failure that arises out of causes beyond the control and without the negligence of the City. These include acts of God or the public enemy, acts of the Government in its sovereign immunity or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

**F. Surviving Requirements.** Except for provisions that specifically establish responsibilities that extend beyond the agreement period, termination and payment under this article extinguish the rights, duties, and obligations of the State and the City under this agreement.

**G. Remedies.**

1. Any costs incurred by the State arising from the termination of this agreement under Article 12(A)(2) or (3) shall be paid by the City.
2. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be pursued by either party and shall be cumulative.

### **Article 13. Compliance with Laws**

**A. Compliance Requirement.** The parties shall comply with all applicable 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, including worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws, and licensing laws and regulations.

**B. Proof of Compliance.** At the request of the State, the City shall furnish satisfactory proof of its compliance with this article.

#### **Article 14. Gratuities**

- A. Employees Not To Benefit.** Employees of the State or the City shall not accept any benefits, gifts, or favors from any person doing business with, or who reasonably speaking may do business with the State or the City under this agreement.
- B. Liability.** The State may terminate this agreement if the City or any other person who is doing business with or who reasonably speaking may do business with the State under this agreement offers benefits, gifts, or favors to State employees in violation of this policy.

#### **Article 15. Subcontracting**

- A. Prior Approval.** The City shall not assign, subcontract, or transfer services related to the work under this agreement without the advance written approval of the State.
- B. Required Provisions.** All subcontracts shall include the provisions contained in this agreement and any other provisions required by law.
- C. City Responsibilities.** A subcontract does not relieve the City of any responsibilities under this agreement.

#### **Article 16. Amendments to this Agreement**

Any change to one or more of the terms and conditions of this agreement shall not be valid unless made in writing and agreed to by the parties before the change is implemented.

#### **Article 17. Legal Construction**

If any provision in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement. In that case, this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

#### **Article 18. Successors and Assigns**

- A.** The City and the State bind themselves and their successors and assigns to each other party of this agreement and to the successors and assigns to each other party with regard to all covenants of this agreement.
- B.** The City shall not assign, subcontract, or otherwise transfer its interests in this agreement without the written approval of the State.

#### **Article 19. Sole Agreement**

This agreement constitutes the sole agreement between the parties concerning the Project and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

#### **Article 20. Debarment Certification**

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 City 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 agreement shall require any party to a subcontract or purchase order awarded under this agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

### **Article 21. Civil Rights Compliance**

The City shall comply with the regulations of the United States 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).

### **Article 22. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A.** The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B.** The City shall adopt, in its totality, the State's federally approved DBE program.
- C.** The City shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The City shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The City shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E.** The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State'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 City of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F.** Each contract the City 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 agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

### **Article 23. Procurement and Property Management Standards**

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

### **Article 24. Office of Management and Budget (OMB) 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.

### **Article 25. Lobbying Certification**

In executing this agreement, each signatory certifies to the best of that signatory's 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 City 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 shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §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.

### **Article 26. Federal Funding Accountability and Transparency Act Requirements**

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act 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.** The City agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
2. Obtain and provide to the State a Data Universal Numbering System (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 on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**Article 27. Single Audit Report**

- A.** 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.
- B.** If threshold expenditures of \$500,000 or more are met during the City's fiscal year, the City must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [http://www.txdot.gov/contact\\_us/audit.htm](http://www.txdot.gov/contact_us/audit.htm).
- C.** If expenditures are less than \$500,000 during the City's fiscal year, the City 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 \_\_\_\_\_."
- D.** For each year the project remains open for federal funding expenditures, the City will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**Article 28. Notices**

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

CSJ # 0047-06-133  
 District #18/DAL  
 Code Chart 64 # 33100  
 Project: US 75 at Plano Pkwy  
 Federal Highway Administration  
 CFDA # 20.205 \_\_\_\_\_  
 Not Research and Development

<b>City</b>	<b>State</b>
City of Plano	Texas Department of Transportation
Traffic Engineering	Director of Operations
PO Box 860358	4777 E. Highway 80
Plano, TX 75086-0358	Mesquite, TX 75150

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

**Article 29. Signatory Warranty**

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

**THIS AGREEMENT IS EXECUTED** by the State and the City in duplicate.

**THE CITY OF PLANO**

\_\_\_\_\_  
Signature

Bruce D. Glasscock  
\_\_\_\_\_  
Type or Printed Name

City Manager  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Signature

James K. Selman, P.E.  
\_\_\_\_\_  
Type or Printed Name

Dallas District Engineer  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

CSJ # 0047-06-133  
District #18/DAL  
Code Chart 64 # 33100  
Project: US 75 at Plano Pkwy  
Federal Highway Administration  
CFDA # 20.205 \_\_\_\_\_  
Not Research and Development

**ATTACHMENT A  
CITY RESOLUTION OR ORDINANCE**

**WILL BE ATTACHED AFTER COUNCIL APPROVAL**

CSJ # 0047-06-133  
District #18/DAL  
Code Chart 64 # 33100  
Project: US 75 at Plano Pkwy  
Federal Highway Administration  
CFDA # 20.205 \_\_\_\_\_  
Not Research and Development

**ATTACHMENT B**  
**ON-SYSTEM INTERSECTIONS**

**US 75 AT PLANO PARKWAY**

CSJ # 0047-06-133  
District #18/DAL  
Code Chart 64 # 33100  
Project: US 75 at Plano Pkwy  
Federal Highway Administration  
CFDA # 20.205 \_\_\_\_\_  
Not Research and Development

**ATTACHMENT C**  
**OFF-SYSTEM INTERSECTIONS**

**NONE**

CSJ # 0047-06-133  
District #18/DAL  
Code Chart 64 # 33100  
Project: US 75 at Plano Pkwy  
Federal Highway Administration  
CFDA # 20.205 \_\_\_\_\_  
Not Research and Development

**ATTACHMENT D**  
**FHWA-APPROVED IMPLEMENTATION PLAN**  
**NOT REQUIRED**

CSJ # 0047-06-133  
District #18/DAL  
Code Chart 64 # 33100  
Project: US 75 at Plano Pkwy  
Federal Highway Administration  
CFDA # 20.205 \_\_\_\_\_  
Not Research and Development

**ATTACHMENT E  
VARIATIONS TO SCOPE OF WORK**

**STATE TO COLLECT AND PREPARE THE WARRANTING DATA**

**STATE TO PREPARE PLANS**

**ATTACHMENT F  
 COST ESTIMATE**

The following table is an estimate of cost participation in the Project. This is only an estimate and final participation amounts will be based on actual costs.

Description	Total Estimated Cost	Federal Participation		State Participation		City Participation	
		%	Cost	%	Cost	%	Cost
Engineering							
On State System	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Off State System	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Construction							
On State System	\$31,000.00	80%	\$24,800	20%	\$6,200	0%	\$0.00
Off State System	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00

**US 75 at Plano Parkway**

<b>Video Detection (Autoscope Encore)</b>	<b>\$16,000.00</b>
<b>Battery Backup Unit</b>	<b>\$ 5,000.00</b>
<b>Traffic Signal Controller</b>	<b>\$10,000.00</b>
<b>Total</b>	<b>\$31,000.00</b>