

RESOLUTION NO. 18-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FURNISHING AND INSTALLING OF TRAFFIC SIGNAL EQUIPMENT BY A MUNICIPALITY AT THE INTERSECTION OF IH-20 AT FM 740, AND PROVIDING FOR A MAXIMUM REIMBURSEMENT BY THE STATE TO THE CITY IN THE SUM OF \$29,770.00.

WHEREAS, the State of Texas (the “**State**”) owns and maintains a system of highways and roadways including IH-20 at FM 740; and

WHEREAS, the City of Mesquite (the “**City**”) has requested the State to reimburse the cost of furnishing and installing traffic signal equipment at the intersection of IH-20 at FM 740 (the “**Project**”); and

WHEREAS, some of the equipment to be used for the traffic signal construction (traffic signal controllers and cabinets) is specific to the City; and

WHEREAS, the State, through the Texas Department of Transportation (“**TxDOT**”), is requesting the City provide such equipment for the Project so that said equipment is compatible with standard signal operation and/or existing City equipment; and

WHEREAS, the City will be reimbursed up to 100 percent of the Project costs, not to exceed \$29,770.00 unless otherwise agreed; and

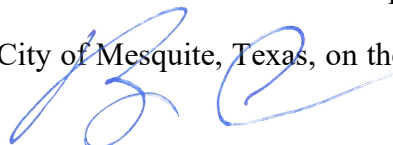
WHEREAS, TxDOT seeks the City’s execution of the Agreement for the Furnishing and Installing of Traffic Signal Equipment by a Municipality, a true and correct copy of which is attached hereto as Exhibit A (the “**Agreement**”) to formalize the terms of the parties’ agreement.

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

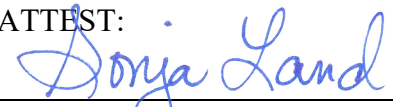
SECTION 1. That the City Manager is hereby authorized to finalize and execute the Agreement with the State of Texas through the Texas Department of Transportation, substantially in the form attached hereto as Exhibit A.

SECTION 2. This resolution shall become effective from and after its passage.


DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 19th day of April 2021.



Bruce Archer
Mayor

ATTEST:


Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:


David L. Paschall
City Attorney

EXHIBIT A to Resolution No. 18-2021

CSJ # 0918-00-286
District # DAL/18
Code Chart 64 # 27950
Project: Traffic Signal
Reimbursement
Federal Highway Administration
CFDA No.20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE FURNISHING AND INSTALLING OF
TRAFFIC SIGNAL EQUIPMENT BY A MUNICIPALITY**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and Mesquite called the "City," acting through its duly authorized officers.

WITNESSETH

WHEREAS, the State owns and maintains a system of highways and roadways, including IH 20 at FM 740; and

WHEREAS, the City has requested the State to reimburse the cost of furnishing and installing traffic signal equipment at the intersection of IH 20 at FM 740 called the "Project"; and

WHEREAS, the State and City wish to cooperate in the construction of this Project; and

WHEREAS, the City desires that equipment be provided that is compatible with standard signal operation or existing City equipment; and

WHEREAS, it is in the best interest of the City and the State for the City to assist the State by furnishing traffic signal equipment on the Project; and

WHEREAS, on August 30th, 2018, the Texas Transportation Commission passed Minute Order No. 115291, approving the Project; and

WHEREAS, the Governing Body of the City has approved entering into this agreement by resolution or ordinance dated April 19, 20 21, labeled Attachment A, which is attached to and made a part of this agreement; and

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

CSJ # 0918-00-286
District # DAL/18
Code Chart 64 # 27950
Project: Traffic Signal
Reimbursement
Federal Highway Administration
CFDA No.20.205
Not Research and Development

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. For all items of construction other than furnishing and installing the traffic signal equipment, the State will prepare the construction plans and specifications, advertise for bids, let the construction contract or otherwise provide for the construction, and supervise the construction. The State will secure the City's approval of construction plans and specifications prior to award of contract.
- B. The City shall furnish and install the traffic signal equipment as shown in the construction plans and specifications.

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.

Article 4. Compensation

- A. The maximum amount reimbursable by the State to the City under this agreement without modification is \$29,770.00. A cost estimate of the traffic signal equipment furnished by the City under this agreement, labeled Attachment B, is attached to and made part of this agreement.
- B. The State will reimburse the City for costs incurred under this agreement, provided the City has paid from City funds those obligations previously billed.

CSJ # 0918-00-286
District # DAL/18
Code Chart 64 # 27950
Project: Traffic Signal
Reimbursement
Federal Highway Administration
CFDA No.20.205
Not Research and Development

1. The State will reimburse the City the cost of furnishing and installing the traffic signal equipment as shown in the construction plans and specifications.
 2. The State will reimburse the City for applicable labor, equipment use, materials, supplies, travel expenses, and warehouse or material handling charges.
 3. The State will not reimburse unsupported costs, costs incurred prior to the issuance of a written work order by the State, and costs incurred after final acceptance by the State.
 4. The State shall make payment to the City within thirty (30) days from the receipt of the City's request for payment contingent upon both:
 - a. The State's acceptance of the completed Project; and
 - b. The City's submission of an original and four copies of a request for payment:
 - 1) To the following address
Texas Department of Transportation
ATTN: Director of Operations
4777 E. Highway 80
Mesquite, TX 75150
 - 2) On the State's Form 132 Billing Statement or other type of invoice acceptable to the State; and
 - 3) That documents the work performed and materials used through descriptions, quantities, unit prices, and extensions.
- C.** 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.
- D.** 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.

CSJ # 0918-00-286
District # DAL/18
Code Chart 64 # 27950
Project: Traffic Signal
Reimbursement
Federal Highway Administration
CFDA No.20.205
Not Research and Development

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 seven 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

CSJ # 0918-00-286
District # DAL/18
Code Chart 64 # 27950
Project: Traffic Signal
Reimbursement
Federal Highway Administration
CFDA No.20.205
Not Research and Development

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.

CSJ # 0918-00-286
District # DAL/18
Code Chart 64 # 27950
Project: Traffic Signal
Reimbursement
Federal Highway Administration
CFDA No.20.205
Not Research and Development

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.

Whenever funds are paid by the City to the State under this agreement, the City shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and may only be applied by the State to the project.

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

CSJ # 0918-00-286
District # DAL/18
Code Chart 64 # 27950
Project: Traffic Signal
Reimbursement
Federal Highway Administration
CFDA No.20.205
Not Research and Development

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.

CSJ # 0918-00-286
District # DAL/18
Code Chart 64 # 27950
Project: Traffic Signal
Reimbursement
Federal Highway Administration
CFDA No.20.205
Not Research and Development

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

- A. Compliance with Regulations:** The City will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The City, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the City of the City's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The City will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the City's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the City under the contract until the City complies and/or

CSJ # 0918-00-286
 District # DAL/18
 Code Chart 64 # 27950
 Project: Traffic Signal
 Reimbursement
 Federal Highway Administration
 CFDA No.20.205
 Not Research and Development

2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The City will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The City will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the City becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the City may request the State to enter into such litigation to protect the interests of the State. In addition, the City may request the United States to enter into such litigation to protect the interests of the United States.

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://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- 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.*

CSJ # 0918-00-286
District # DAL/18
Code Chart 64 # 27950
Project: Traffic Signal
Reimbursement
Federal Highway Administration
CFDA No.20.205
Not Research and Development

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 2 CFR 200 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:

CSJ # 0918-00-286
District # DAL/18
Code Chart 64 # 27950
Project: Traffic Signal
Reimbursement
Federal Highway Administration
CFDA No.20.205
Not Research and Development

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/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.sam.gov/portal/public/SAM/>
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 2 CFR 200.
- B.** If threshold expenditures of \$750,000 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 Compliance Division, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C.** If expenditures are less than \$750,000 during the City's fiscal year, the City must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$750,000 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 # 0918-00-286
 District # DAL/18
 Code Chart 64 # 27950
 Project: Traffic Signal
 Reimbursement
 Federal Highway Administration
 CFDA No.20.205
 Not Research and Development

City	State
City of Mesquite	Texas Department of Transportation
Attn: Cliff Keheley	Attn: Director of Operations
City Manager	4777 E. Highway 80
1515 N. Galloway Ave.	Mesquite, TX 75150
Mesquite, TX 75149	

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. Pertinent Non-Discrimination Authorities

During the performance of this contract, the City, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-

CSJ # 0918-00-286
District # DAL/18
Code Chart 64 # 27950
Project: Traffic Signal
Reimbursement
Federal Highway Administration
CFDA No.20.205
Not Research and Development

12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

CSJ # 0918-00-286
District # DAL/18
Code Chart 64 # 27950
Project: Traffic Signal
Reimbursement
Federal Highway Administration
CFDA No.20.205
Not Research and Development

Article 30. Signatory Warranty

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

Each party is signing this agreement on the date stated below that party's signature.

THE CITY OF MESQUITE



Cliff Keheley, City Manager

5.14.21

Date

ATTEST:




Sonia Land, City Secretary

APPROVED AS TO FORM:



David L. Paschall, City Attorney

THE STATE OF TEXAS

DocuSigned by:


Signature

Mohamed K. Bur, P.E.

Type or Printed Name

Dallas District Engineer

Title

5/18/2021

Date

CSJ # 0918-00-286
District # DAL/18
Code Chart 64 # 27950
Project: Traffic Signal
Reimbursement
Federal Highway Administration
CFDA No.20.205
Not Research and Development

**ATTACHMENT A
CITY RESOLUTION OR ORDINANCE**

[INSERT RESOLUTION OR ORDINANCE]

RESOLUTION NO. 18-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FURNISHING AND INSTALLING OF TRAFFIC SIGNAL EQUIPMENT BY A MUNICIPALITY AT THE INTERSECTION OF IH-20 AT FM 740, AND PROVIDING FOR A MAXIMUM REIMBURSEMENT BY THE STATE TO THE CITY IN THE SUM OF \$29,770.00.

WHEREAS, the State of Texas (the “State”) owns and maintains a system of highways and roadways including IH-20 at FM 740; and

WHEREAS, the City of Mesquite (the “City”) has requested the State to reimburse the cost of furnishing and installing traffic signal equipment at the intersection of IH-20 at FM 740 (the “Project”); and

WHEREAS, some of the equipment to be used for the traffic signal construction (traffic signal controllers and cabinets) is specific to the City; and

WHEREAS, the State, through the Texas Department of Transportation (“TxDOT”), is requesting the City provide such equipment for the Project so that said equipment is compatible with standard signal operation and/or existing City equipment; and

WHEREAS, the City will be reimbursed up to 100 percent of the Project costs, not to exceed \$29,770.00 unless otherwise agreed; and


WHEREAS, TxDOT seeks the City’s execution of the Agreement for the Furnishing and Installing of Traffic Signal Equipment by a Municipality, a true and correct copy of which is attached hereto as Exhibit A (the “Agreement”) to formalize the terms of the parties’ agreement.

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

SECTION 1. That the City Manager is hereby authorized to finalize and execute the Agreement with the State of Texas through the Texas Department of Transportation, substantially in the form attached hereto as Exhibit A.

SECTION 2. This resolution shall become effective from and after its passage.


DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 19th day of April 2021.



Bruce Archer
Mayor

ATTEST:


Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:


David L. Paschall
City Attorney

CSJ # 0918-00-286
District # DAL/18
Code Chart 64 # 27950
Project: Traffic Signal
Reimbursement
Federal Highway Administration
CFDA No.20.205
Not Research and Development

**ATTACHMENT B
COST ESTIMATE**

0918-00-286 IH 20 at FM 740

Signal equipment

Controller and Cabinet Assembly \$10,760.00

VIVDS Detection Equipment \$19,010.00

Total for this intersection \$29,770.00