

RESOLUTION NO. \_\_\_\_\_

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 TRAFFIC SIGNALS (STATE CONTRACTED WITH A MUNICIPALITY PROVIDING MATERIALS AND/OR LABOR AND/OR EQUIPMENT), AND REIMBURSEMENT FOR THE OPERATION AND MAINTENANCE WITHIN A MUNICIPALITY FOR THE I-635 LBJ EAST PROJECT.

WHEREAS, as part of the I-635 LBJ East Project ("Project"), the Texas Department of Transportation ("TxDOT") contractor will design and construct new traffic signals required for 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 of Mesquite (the "City"); and

WHEREAS, 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 one hundred percent (100%) of the cost of this equipment, not to exceed six hundred seventy thousand dollars (\$670,000.00) unless otherwise agreed; and

WHEREAS, TxDOT seeks the City's execution of the Agreement for Traffic Signals (State Contracted and with a Municipality Providing Limited Materials and/or Labor and/or Equipment) and Reimbursement for the Operation and Maintenance within 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."

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 17th day of February 2020.

\_\_\_\_\_  
Bruce Archer  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Sonja Land  
City Secretary

  
\_\_\_\_\_  
David L. Paschall  
City Attorney

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**AGREEMENT FOR TRAFFIC SIGNALS (STATE CONTRACTED AND  
WITH A MUNICIPALITY PROVIDING LIMITED MATERIALS  
AND/OR LABOR AND/OR EQUIPMENT) AND REIMBURSEMENT FOR THE  
OPERATION  
AND MAINTENANCE WITHIN A MUNICIPALITY**

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

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; 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 State is empowered under existing laws to operate and maintain a system of highways and roadways for public use and benefit; and

**WHEREAS**, the State and City wish to cooperate in the construction of this Project; 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 and to operate and maintain certain traffic signals impacted by the Project, as listed in Exhibit "B"; and

**WHEREAS**, the City has requested the State to reimburse the Federal allowable percentage for the cost of furnishing and/or installing traffic signal equipment at the intersections established herein, hereinafter identified as the "Project;" and

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

**WHEREAS**, on the \_\_th day of \_\_\_\_\_, 2020, the \_\_\_\_\_ City Council passed Resolution/ Ordinance No. \_\_\_\_\_, attached hereto and identified as Exhibit "A," authorizing the City's participation in the development of the Project; and

**WHEREAS**, on the Texas Transportation Commission passed Minute Order Nos. 114872, 15112, 15291 authorizing the Project through the State Transportation Improvement Program; and

**WHEREAS**, the State and the City are authorized under Transportation Code, §221.002 to enter into this agreement for the purposes defined herein;

**WHEREAS**, by virtue of a Municipal Maintenance Agreement entered into by the City and the State on the 6th day of April, 2009, the State has been authorized to maintain certain highway routes within the City; and

**WHEREAS**, in accordance with Texas Administrative Code: Title 43 Texas Administrative Code Section 25.5, on the 27<sup>th</sup> day of May, 1987, the State Highway and Public Transportation Commission, now the Texas Transportation Commission, passed Commission Minute Order No. 85777, authorizing the State to install, operate, and maintain traffic signals on:

- (a) highway routes not designated as full control of access inside the corporate limits of cities, having a population less than 50,000 (latest Federal Census); and
- (b) Highways designated as full control of access in all cities.

**WHEREAS**, the State requests the City to assume the operation, and maintenance responsibilities of the signalized intersections as shown in Exhibit "B", attached hereto and made a part of this Agreement; and

**WHEREAS**, the City agrees to maintain and operate the signalized intersections as shown in Exhibit B with the State reimbursing the City for all maintenance and operations costs on an actual cost basis.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

## **AGREEMENT**

### **Article 1. CONTRACT PERIOD**

This agreement becomes effective on final execution by the State and shall remain in effect as long as said traffic signal equipment is in operation at the described location(s) and the I-635 East Design-Build Project remains actively under construction, or unless otherwise terminated or modified as hereinafter provided.

### **Article 2. WARRANTING DATA**

The State shall be responsible for collecting and preparing the required warranting and justification data for each signalized intersection.

### **Article 3. INTERSECTION LOCATIONS**

All State-approved intersections which are included as part of this agreement are listed in Exhibit "B" attached hereto and made a part of this agreement. All State-approved intersections are located within the Project corridor and are located in the City of Mesquite.

#### **Article 4. DESIGN AND CONSTRUCTION RESPONSIBILITIES**

The State shall be responsible for the design and construction of warranted temporary and/or permanent traffic signals.

#### **Article 5. 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 6. COMPENSATION**

- A. The State will reimburse the City up to 100% of the cost of furnishing and/or installing City traffic signal equipment and assisting with the operation and/or maintenance of traffic signals at locations described in Exhibit "B."
- B. The State will reimburse the City for properly supported costs incurred under the terms and conditions of this agreement. Costs incurred prior to the issuance of a written "Work Order" by the State will not be reimbursed, except for the materials already on hand. Reimbursement will be made by the State to the City for labor, equipment use, materials, supplies, travel expenses, and warehouse or material handling charges provided the City has paid from City funds their obligations covering items of costs previously billed.
- C. The City shall comply with the cost principles established in OMB Circular A-87, "Cost Principles for State and Local Governments."
- D. The maximum amount that the City will be reimbursed under this agreement without modification is \$670,000.00. A cost estimate of the work authorized for each intersection listed in Exhibit "B" shall be provided in Exhibit "C," attached hereto and made a part of this agreement.

#### **Article 7. PAYMENTS**

- A. The City shall submit an invoice acceptable to the State upon completion and final inspection of the Project (or on a quarterly basis wherever the work and materials provided for and contemplated under this contract have been found by the State, based upon an inspection made by the State to be satisfactorily completed and installed on any individual



signalized intersection and/or section of roadway as approved by the State for partial acceptance by letter) for the work and/or equipment which has been accepted by the State.

B. An original and a copy of the invoice should be submitted to the following address:

Texas Department of Transportation  
Attn: Director of Operations  
4777 E. Highway 80  
Mesquite, TX 75150

C. All invoices shall be properly documented, summarizing the costs by description of work performed, quantity of materials and devices, unit price, labor costs, and extensions.

D. The State shall make payment to the City within thirty (30) days from receipt of the City's request for payment, provided that the request is properly prepared, executed, and documented.

E. Unsupported changes or changes after final acceptance by the State will not be considered eligible for reimbursement. If applicable or necessary, the State will prepare a final audit upon completion of the work authorized or at any time an audit is deemed to be in the best interest of the State.

F. Knockdowns or damage resulting from an accident or an act of God and which require emergency replacement of major equipment shall not be included in the (monthly/quarterly/annual) payments. For eligibility of payment for emergency replacement of major equipment, actual cost shall be submitted to the State for review and determination of reimbursement eligibility.

G. 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 8. INSPECTION OF WORK**

A. The State will make suitable, frequent, and complete inspection of all materials and equipment, and the work of installation to determine and permit certification that the Project and its components meet all applicable requirements of the plans and specifications in suitable condition for operation and maintenance by the City after its completion.

B. The City shall provide opportunities, facilities, and representative samples, as may be required, to enable the State to carry on suitable, frequent, and complete inspection of all materials, and application methods, sufficient to afford determination and certification by the State that all parts of the installation and the component materials comply with the requirements of the approved plans and specifications. The State will promptly notify the City of any failure of materials, equipment, or installation methods, and the City shall take such measures as necessary to obtain acceptable systems components and installation procedures without delay.

#### **Article 9. MAINTENANCE, OPERATION, AND POWER RESPONSIBILITIES**

- A. The State shall be responsible for all electrical power costs for the operation of the traffic signals covered by this Agreement and shown on Exhibit "B".
- B. The City will provide a trained staff to maintain and operate the traffic signals denoted on Exhibit "B", and the State will reimburse the City on an actual cost basis. All repairs shall be prioritized based on public safety and made as soon as possible.
- C. The City shall maintain and operate the traffic signals in accordance with the minimum requirements specified in Exhibit "D" unless the State impacts an existing traffic signal listed in Exhibit B, at which time the State shall take over non-emergency maintenance responsibilities.
- D. The City shall maintain at least one log of all emergency calls and all routine maintenance.
- E. Routine maintenance will be performed by the City as specified in Exhibit "D", unless the State impacts an existing traffic signal listed in Exhibit B, at which time the State shall take over non-emergency maintenance responsibilities.

#### **Article 10. TERMINATION**

- A. This agreement may be terminated by one of the following conditions:
  - (1) By mutual agreement and consent of both parties.
  - (2) By the State giving written notice to the City as a consequence of failure by the City to perform the services and obligations set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the City.
  - (3) By either party, upon thirty (30) days written notice to the other
- B. If, at any time, the City fails to assume the construction responsibilities as prescribed herein or the maintenance and operation responsibilities for the City's portion of the traffic signal equipment in a satisfactory manner as determined by the State, the State reserves the right to assume the construction responsibilities at the expense of the City.

#### **Article 11. 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 12. REMEDIES**

Violation or breach of contract terms by the City shall be grounds for termination of the agreement, and any increased cost arising from the City's default, breach of contract, or violation of terms shall be paid by the City. 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 availed of by either party and shall be cumulative.

#### **Article 13. DISPUTES**

Should disputes arise as to responsibilities and obligations as set forth in this agreement; the State's decision will be final and binding.

#### **Article 14. 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 15. AMENDMENTS**

Changes in the time frame, character, responsibilities, or obligations authorized herein shall be enacted by written amendment. Any amendment to this agreement must be executed by both parties.

#### **Article 16. 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 17. SUCCESSORS AND ASSIGNS**

The City shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of the State.

#### **Article 18. 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:

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 at any time it is deemed to be in the best interest of the State.

#### **Article 19. 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 20. 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 21. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **Article 22. GOVERNING LAWS AND VENUE**

This agreement shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

#### **Article 23. PRIOR AGREEMENTS SUPERSEDED**

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

#### **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. 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 26. Lobbying Certification**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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.

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.

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 27. COMPLIANCE WITH LAWS**

The City shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court, administration bodies, or tribunals in any matter affecting the performance of the agreement, including without limitation worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws, permits, and regulations. When required, the City shall furnish the State with satisfactory proof of compliance.

#### **Article 28. Federal Funding Accountability and Transparency Act Requirements**

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://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>

The City agrees that it shall:



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/SAM/>;

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

Report the total compensation and names of its top five executives to the State if:

More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

#### **ARTICLE 29. Single Audit Report**

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. 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 <https://www.txdot.gov/inside-txdot/division/audit/contact.html>.

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 \_\_\_\_\_."

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 30. 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 31. MINORITY BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**

The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

The City shall adopt, in its totality, the State's federally approved DBE program.

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.



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](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).

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.).

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 32. 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 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 33. REVISIONS TO EXHIBIT B**

Revisions to the locations listed in Exhibit B may be made if submitted in writing by the City and initialed by both parties.

**IN WITNESS WHEREOF**, the State and the City have signed duplicate counterparts of this Agreement.

**THE LOCAL GOVERNMENT – CITY OF MESQUITE**

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

By: \_\_\_\_\_  
Assistant City Manager

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_

\_\_\_\_\_  
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.

By: \_\_\_\_\_  
Mohamed K. Bur, P.E.  
District Engineer, Dallas District  
Texas Department of Transportation

Date: \_\_\_\_\_



CSJ: 2374-01-137, etc.  
District #18/DAL  
Code Chart # 10850  
IH 635  
Dallas County  
CFDA# 20.205

**EXHIBIT A  
CITY RESOLUTION/ORDINANCE  
AUTHORIZING PROJECT/AGREEMENT**

## Exhibit B

Intersection Locations

	Major Thoroughfare	Cross Street	D&M, including emergency call outs	Cabinets, controllers and battery backups	City provided signage (street name blades, etc.)	Traffic signal timing adjustments
IH 635 Intersections within I81 East Project construction limits	IH 635	Gates Dr	X	X		X
	IH 635	Galloway Ave	X	X		X
	Various IH 635 non-signalized intersections (Driftwood Dr, etc.)				X	
IH 30 Intersections within I81 East Project construction limits	IH 30	Bus Thomason Rd	X	X		X
	IH 30	Galloway Ave	X	X		X
	Various IH 30 non-signalized intersections (Towne Crossing Blvd, Ashwood Dr, etc.)				X	
Off-System Intersections within I81 East Project construction limits	Galloway Ave	Wooded Lake Dr	X			X
Spate Cabinets/Controllers				X		
Signalized intersections located outside of the I81 East Project construction limits that have been identified as possible detour and/or alternate routes	(See attached list/Exhibit B continued)					X

## **Exhibit B continued**

### **List of signalized intersections located outside of the Southern Gateway Project construction limits that have been identified as possible detour and/or alternate routes**

- **City will monitor and adjust traffic signal timings as needed at the following locations:**

Gus Thomasson Road at Motley Drive  
Gus Thomasson Road at Towne Center Drive/Rustown Drive  
Gus Thomasson Road at North Mesquite Drive  
Gus Thomasson Road at Town East Boulevard  
Gus Thomasson Road at Driftwood Drive  
Gus Thomasson Road at Live Oak Drive  
Gus Thomasson Road at Moon Drive/Whitson Way  
Gus Thomasson Road at Oates Drive  
Gus Thomasson Road at La Prada Drive  
Gross Road at Sybil Drive  
Gross Road at Peachtree Road  
Gross Road at IH 635 SBR  
Gross Road at IH 635 NBSR/Ridgeview Street  
Gross Road at Hillcrest Street  
Gross Road at Hanby Elementary School  
Kearney Street at Galloway Avenue  
Kearney Street at Bryan-Belt Line Road  
Oates Drive at Motley Drive  
Oates Drive at Sarazen Drive  
Oates Drive at Galloway Avenue  
Oates Drive at Wooded Lake Drive  
Oates Drive at Northwest Drive  
Bryan-Belt Line Road at Newsome Road  
Bryan-Belt Line Road at Gross Street  
Bryan-Belt Line Road at SH 352/Davis Street/Main Street  
Bryan-Belt Line Road at Grubb Drive  
Belt Line Road at Range Drive  
Belt Line Road at US 80 EBSR/WBSR  
Belt Line Road at Tripp Road  
Belt Line Road at Town East Boulevard  
Belt Line Road at Barnes Bridge Road  
Belt Line Road at Northwest Drive  
Galloway Avenue at SH 352/Davis Street/Main Street  
Galloway Avenue at Municipal Way  
Galloway Avenue at Grubb Drive  
Galloway Avenue at Highland Village Drive  
Galloway Avenue at Range Drive

**Exhibit B continued**

Galloway Avenue at Hillcrest Street  
Galloway Avenue at Ridgeview Street  
Galloway Avenue at US 80 EBSR/WBSR  
Galloway Avenue at Tripp Road  
Galloway Avenue at Americana Lane  
Galloway Avenue at Poteet Drive  
Galloway Avenue at Town East Boulevard  
Galloway Avenue at Childress Avenue/Barnes Bridge Road  
Galloway Avenue at La Prada Drive  
Town East Boulevard at US 80/Samuell Boulevard  
Town East Boulevard at Bamboo Street  
Town East Boulevard at Motley Drive  
Town East Boulevard at Rustown Drive  
Town East Boulevard at Towne Crossing Boulevard  
Town East Boulevard at IH 635 SBSR/NBSR  
Town East Boulevard at West Emporium Circle  
Town East Boulevard at East Emporium Circle  
Town East Boulevard at Towne Centre Drive  
Town East Boulevard at Via Del Norte  
Northwest Drive at IH 30 EBSR/WBSR  
Northwest Drive at Wiggins Parkway  
SH 352/Scyene Road/Military Parkway at IH 635 NBSR/SBSR/Rodeo Center Boulevard  
SH 352/Scyene Road at Peachtree Road  
Military Parkway at Peachtree Road  
SH 352/Scyene Road at Military Parkway  
Military Parkway at Charter School Driveway  
Military Parkway at Town East Boulevard/Masters Drive  
Cartwright Road at Lawson Road  
Cartwright Road at Ridge Ranch Road  
Cartwright Road at Edwards Church Road  
Cartwright Road at Faithon P. Lucas, Sr. Boulevard  
Cartwright Road at Bear Drive  
Cartwright Road at Twin Oaks Drive  
Cartwright Road at Mesquite Valley Road/Windsor Drive  
Cartwright Road at Pioneer Road  
Cartwright Road at Wilkinson Road  
Cartwright Road at Belt Line Road  
Cartwright Road at Stoneleigh  
Bruton Road/Cartwright Road at IH 635 SBSR/NBSR  
Bruton Road at Rodeo Center Boulevard/Hickory Tree Road  
Bruton Road at Peachtree Road/Sam Houston Road  
Motley Drive at IH 30 WBSR  
Motley Drive at IH 30 EBSR/Sorrento Drive  
Towne Centre Drive at Poteet Drive  
Towne Centre Drive at Franklin Drive



CSJ: 2374-01-137, etc.  
District #18/DAL  
Code Chart # 10850  
IH 635  
Dallas County  
CFDA# 20.205

**Exhibit B continued**

Towne Centre Drive at IH 635 NBSR  
Towne Centre Drive at IH 635 SBSR  
Towne Centre Drive at North Mesquite Drive

## Exhibit C

Cost Estimate (Estimated construction duration is 9 years)							
	Major Thoroughfare	Cross Street	O&M, including emergency call outs	Cabinets, controllers and battery backups	City provided signage(street name blades, etc.)	Traffic signal timing adjustments	TOTAL \$
IH 635 Intersections within LBJ East Project construction limits	IH 635	Oates Dr	\$35,000.00	\$56,000.00		\$14,000.00	\$105,000.00
	IH 635	Galloway Ave	\$35,000.00	\$56,000.00		\$12,000.00	\$103,000.00
	Various IH 635 non-signalized intersections (Driftwood Dr, etc.)				\$5,000.00		\$5,000.00
IH 30 Intersections within LBJ East Project construction limits	IH 30	Gus Thomassen Rd	\$36,000.00	\$56,000.00		\$52,000.00	\$144,000.00
	IH 30	Galloway Ave	\$36,000.00	\$56,000.00		\$12,000.00	\$104,000.00
	Various IH 30 non-signalized intersections (Towne Crossing Blvd, Ashwood Dr, etc.)				\$5,000.00		\$5,000.00
QFH-system intersections within LBJ East Project construction limits	Galloway Ave	Wooded Lake Dr	\$10,000.00			\$8,000.00	\$18,000.00
Spare Cabinets/Controllers				\$112,000.00			\$112,000.00
Signalized intersections located outside of the LBJ East Project construction limits that have been identified as possible detour and/or alternate routes****	(See attached list/Exhibit B continued)					\$52,000.00	\$52,000.00
			\$ 154,000.00	\$336,000.00	\$ 10,000.00	\$ 170,000.00	\$670,000.00

\* Includes standard O&M activities prior to TxDOT's design-build contractor working on the signals, cabinet maintenance, and/or emergency call outs.

\*\* Includes material, labor, and equipment for traffic signal plan reviews and coordination, cabinet preparations, traffic signal turn-ons and cutovers, traffic signal inspection, etc.

\*\*\* Includes labor and equipment for traffic control plan/detour route coordination and review, monitoring of traffic flow on frontage roads and local City routes affected by LBJ East Project construction, and development and implementation of permanent and construction traffic signal timing adjustments/plans to help maintain traffic flow and mobility routes affected by LBJ East Project construction.

\*\*\*\* Signalized intersections located on City of Mesquite arterial routes that have been identified as likely to see increased and/or changing traffic patterns resulting from LBJ East Project freeway lane and ramp closures, cross-street lane closures, etc. that may require traffic signal timing adjustments in order to maintain traffic mobility and traffic flow throughout the LBJ East Project corridor.

## EXHIBIT D

### TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS

The maintaining and operating city agrees to:

1. Check the controllers, conflict monitors, detector units, relays, pedestrian push buttons, and detectors a minimum of once every 12 months to ascertain that they are functioning properly and make all necessary repairs and replacements.
2. Keep interior of controller cabinets in a neat and clean condition at all times.
3. Repair or replace any and all equipment that malfunctions or is damaged.
4. Provide alternate traffic control during a period of failure or when the controller must be repaired. This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities. In addition, barricades and warning signs shall be provided in accordance with the requirements of the latest edition of the *Texas Manual on Uniform Traffic Control Devices*.
5. Provide maintenance personnel trained in the maintenance of traffic signal equipment who will be available to respond to emergency calls from authorized parties 24 hours a day, including Saturdays, Sundays, and holidays.
6. Provide the State and local law enforcement agencies the location and respective names and telephone numbers of individuals responsible for emergency maintenance.
7. Document routine observations during the year by trained City personnel of the traffic signal operation at each traffic signal during various times of the day to assure fair distribution of time and for all traffic movements (phases) during varying traffic conditions.
8. Check cabinet filter a minimum of once every six months and clean if necessary. Cabinet filter shall be replaced every two years.
9. Document all checks and corrective actions in a separate log book for each intersection.

Power costs shall be billed directly to the State.