

**RICHARDSON CITY COUNCIL
MONDAY, MAY 4, 2020
COUNCIL MEETING AT 6:00 PM
CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TX**

The Richardson City Council will conduct a Council Meeting at 6:00 p.m. on Monday, May 4, 2020 in the Richardson Room of the Civic Center, 411 W. Arapaho Road, Richardson, Texas.

As authorized by Section 551.071 (2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

Attention: COVID-19 Public Meeting Protocol

All citizens are encouraged to watch City Council meetings online rather than in person. Citizens wishing to address the City Council can submit comments on any topic or agenda item electronically by utilizing the Public Comment Card found here: www.cor.net/PublicCommentForm. Comments must be received by 5:00 pm on the date of the meeting to be included in the public record.

COUNCIL MEETING – 6:00 PM, RICHARDSON ROOM

• **CALL TO ORDER**

1. **INVOCATION – JANET DEPUY**
2. **PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – JANET DEPUY**
3. **MINUTES OF THE APRIL 20, 2020 MEETING**
4. **REVIEW AND DISCUSS COVID-19 STATUS REPORT**
5. **REVIEW AND DISCUSS STATUS OF THE DALLAS AREA RAPID TRANSIT PROPOSED BUS NETWORK REDESIGN EFFORT KNOWN AS DARTZOOM**
6. **REVIEW AND DISCUSS A REQUEST FOR A MUNICIPAL SETTINGS DESIGNATION FOR A COMMERCIAL PROPERTY NEAR ARAPAHO ROAD AND COIT ROAD**

7. **CONSENT AGENDA:**

All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be removed from the Consent Agenda and discussed separately.

A. **CONSIDER ADOPTION OF THE FOLLOWING ORDINANCES:**

1. **ORDINANCE NO. 4350, APPOINTING A PRESIDING MUNICIPAL JUDGE AND ASSISTANT MUNICIPAL JUDGES OF THE MUNICIPAL COURT OF RECORD NO. 1 OF THE CITY OF RICHARDSON.**
2. **ORDINANCE NO. 4351, AMENDING ORDINANCE NO. 4343 BY AMENDING THE DISASTER CONTROL ORDERS.**

B. **CONSIDER THE FOLLOWING RESOLUTIONS:**

1. **RESOLUTION NO. 20-06, IN SUPPORT OF THE APPLICATION OF HARTMAN PROMENADE LLC TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR A MUNICIPAL SETTINGS DESIGNATION FOR PROPERTY LOCATED IN AND AROUND THE PROMENADE SHOPPING CENTER AT 970 NORTH COIT ROAD IN RICHARDSON, TEXAS.**

2. RESOLUTION NO. 20-07, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF RICHARDSON AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, FOR IMPLEMENTATION OF A MINOR INTERSECTION IMPROVEMENT PROGRAM (TRAFFIC EQUIPMENT), AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A"; AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR DESIGNEE.

C. CONSIDER AWARD OF BID #41-20 – WE RECOMMEND THE AWARD TO CENTRAL NORTH CONSTRUCTION, LLC FOR LOOKOUT DRIVE LANDSCAPE IMPROVEMENTS IN THE AMOUNT OF \$655,720.

D. CONSIDER AWARD OF REQUEST FOR PROPOSALS ("RFP") #702-20 – WE RECOMMEND THE AWARD TO BANK OF AMERICA FOR BANK DEPOSITORY SERVICES PURSUANT TO UNIT PRICING.

8. REPORT ON ITEMS OF COMMUNITY INTEREST

The City Council will have an opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of Richardson; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of Richardson that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of Richardson; and announcements involving an imminent threat to the public health and safety of people in the City of Richardson that has arisen after posting the agenda.

EXECUTIVE SESSION

In compliance with Section 551.071 (1) and (2) of the Texas Government Code, Council will convene into a closed session to discuss the following:

- Consultation with City Attorney
- Briefing to Discuss the 1988 North Texas Municipal Water District Regional Water Supply Facilities Contract and Public Utility Commission Water Rate Case Proposal for Decision

RECONVENE INTO REGULAR SESSION

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

- **ADJOURN**

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE CIVIC CENTER/CITY HALL ON FRIDAY, MAY 1, 2020, BY 5:00 P.M.

AIMEE NEMER, CITY SECRETARY

ACCOMMODATION REQUESTS FOR PERSONS WITH DISABILITIES SHOULD BE MADE AT LEAST 48 HOURS PRIOR TO THE MEETING BY CONTACTING THE ADA COORDINATOR, VIA PHONE AT (972) 744-0908, VIA EMAIL AT ADACoordinator@cor.gov, OR BY APPOINTMENT AT 411 W. ARAPAHO ROAD, RICHARDSON, TEXAS 75080.

PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

FOR THE PURPOSE OF THIS NOTICE "PROPERTY" SHALL MEAN THE RICHARDSON ROOM AND COUNCIL CHAMBERS.

MINUTES
RICHARDSON CITY COUNCIL
COUNCIL MEETING
APRIL 20, 2020

• **Call to Order**

Mayor Voelker called the meeting to order at 6:00 p.m. with the following Council members present:

Paul Voelker	Mayor
Janet DePuy	Mayor Pro Tem
Bob Dubey	Councilmember
Mark Solomon	Councilmember
Kyle Kepner	Councilmember
Ken Hutchenrider	Councilmember
Steve Mitchell	Councilmember

The following staff members were also present:

Dan Johnson	City Manager
Don Magner	Deputy City Manager
Kent Pfeil	Chief Financial Officer
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Aimee Nemer	City Secretary
Jessica Almendarez	Management Analyst
Gary Beane	Budget Officer
Lori Smeby	Parks and Recreation Director
Heidi Scalice	Recreation Center Manager

COUNCIL MEETING – 6:00 PM, RICHARDSON ROOM

- 1. INVOCATION – STEVE MITCHELL**
- 2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – STEVE MITCHELL**
- 3. MINUTES OF THE APRIL 6, 2020 MEETING**

Council Action

Councilmember Solomon moved to approve the Minutes as presented. Councilmember Hutchenrider seconded the motion. A vote was taken and passed, 7-0.

PUBLIC COMMENTS

Although there was no public comment section listed on the agenda during the COVID-19 meeting protocol, Mr. Johnson acknowledged the receipt of a public comment form from Joe Corcoran regarding suggestions for coping with the financial burdens from COVID-19.

PUBLIC HEARING ITEMS:

- 4. PUBLIC HEARING AND CONSIDER ADOPTION OF ORDINANCE NO. 4348, ADOPTING STANDARDS OF CARE FOR EARLY CHILD DEVELOPMENT PROGRAMS OFFERED BY THE RICHARDSON PARKS AND RECREATION**

DEPARTMENT. Citizens wishing to address the City Council can submit comments electronically by 5:00 p.m. by utilizing the Public Comment Card found here: www.cor.net/PublicCommentForm, or by calling (214) 997-0297 at 6:00 p.m.

Public Hearing

Mayor Voelker opened the Public Hearings for Items 4 and 5 simultaneously. With no public comments submitted, Mayor Voelker closed the Public Hearing with a motion by Councilmember Dubey, seconded by Councilmember Solomon, and approved unanimously.

Council Action

Councilmember Hutchenrider moved to approve the ordinance as presented. Mayor Pro Tem DePuy seconded the motion. A vote was taken and passed, 7-0.

- 5. PUBLIC HEARING AND CONSIDER ADOPTION OF ORDINANCE NO. 4349, ADOPTING STANDARDS OF CARE FOR YOUTH PROGRAMS OFFERED BY THE RICHARDSON PARKS AND RECREATION DEPARTMENT.** Citizens wishing to address the City Council can submit comments electronically by 5:00 p.m. by utilizing the Public Comment Card found here: www.cor.net/PublicCommentForm, or by calling (214) 997-0297 at 6:00 p.m.

Public Hearing

As stated above for Item 4, Mayor Voelker conducted a Public Hearing on this item. No public comments were submitted.

Council Action

Councilmember Dubey moved to approve the ordinance as presented. Councilmember Solomon seconded the motion. A vote was taken and passed, 7-0.

- 6. REVIEW AND DISCUSS COVID-19: OPERATIONS UPDATE, FINANCIAL AND BUDGET OUTLOOK, AND COMMUNICATION AND OUTREACH STRATEGIES**

Don Magner, Deputy City Manager, updated Council on this item and reviewed the following:

- COVID-19 Cases
- Recent Executive Order Activity
- Operations Overview
- Financial & Budget Outlook
- Communications and Outreach Strategies

- 7. CONSENT AGENDA:**

A. CONSIDER AWARD OF THE FOLLOWING BIDS:

- 1. BID #54-20 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE ANNUAL REQUIREMENTS CONTRACT TO LOWE'S HOME CENTERS FOR MAINTENANCE, REPAIR, AND OPERATIONS ("MRO") SUPPLIES & RELATED SERVICES PURSUANT TO THE PERCENTAGE DISCOUNTS SPECIFIED IN OMNIA PARTNERS CONTRACT #R192006.**

2. **BID #56-20 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE ANNUAL REQUIREMENTS CONTRACT TO G.T. DISTRIBUTORS, INC. FOR AMMUNITION FOR THE POLICE DEPARTMENT AND FIRE MARSHAL'S OFFICE PURSUANT TO THE PERCENTAGE DISCOUNTS SPECIFIED IN THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #603-20.**
3. **BID #57-20 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE ANNUAL REQUIREMENTS CONTRACT TO AMAZON SERVICES FOR MAINTENANCE, REPAIR, AND OPERATIONS ("MRO") SUPPLIES PURSUANT TO OMNIA PARTNERS CONTRACT #R-TC-17006.**
4. **BID #58-20 – WE RECOMMEND THE AWARD TO SIMON ROOFING & SHEET METAL COMPANY FOR A COOPERATIVE JOB ORDER CONTRACT ("JOC") FOR ANIMAL SHELTER ROOF REPLACEMENT THROUGH THE REGION VIII EDUCATION SERVICE CENTER'S COOPERATIVE PURCHASING PROGRAM, THE INTERLOCAL PURCHASING SYSTEM ("TIPS"), ON CONTRACT #180702 IN THE AMOUNT OF \$198,644.**

B. AUTHORIZE THE CITY MANAGER TO EXECUTE GUARANTEED MAXIMUM PRICE ("GMP") AMENDMENT NO. 1 TO THE CONSTRUCTION MANAGER AT RISK ("CMAR") AGREEMENT WITH BALFOUR BEATTY CONSTRUCTION FOR THE RICHARDSON SENIOR CENTER RENOVATION PROJECT TO A TOTAL OF \$7,000,000.

Council Action

Councilmember Solomon moved to approve the Consent Agenda as presented. Councilmember Dubey seconded the motion. A vote was taken and passed, 7-0.

8. REPORT ON ITEMS OF COMMUNITY INTEREST

Council reported on items of community interest.

EXECUTIVE SESSION

In compliance with Section 551.074 of the Texas Government Code, Council will convene into a closed session to discuss the following:

- Personnel Matters
 - Municipal Court Judge

Council Action

Mayor Voelker convened into Executive Session at 8:35 p.m.

RECONVENE INTO REGULAR SESSION

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

Council Action

Mayor Voelker reconvened into regular session at 9:35 p.m. There was no action as a result of the Executive Session.

ADJOURNMENT

With no further business, the meeting was adjourned at 9:36 p.m.

MAYOR

ATTEST:

CITY SECRETARY

**City Council
Agenda Item Summary**

City Council Meeting Date: Monday, May 4, 2020

Agenda Item: Review and Discuss COVID-19 Status Report

Staff Resource: Don Magner, Deputy City Manager

Summary: An update on the City's comprehensive response to the COVID-19 pandemic will be provided. Staff will discuss new and updated resources, communications plans, operations impacts and future budget and planning considerations as we continue to minimize the spread of coronavirus.

City Council Strategic Goals: This agenda item helps further the following City Council Strategic Goals:

1. Enhance the quality of life of our stakeholders
2. Protect and strengthen stakeholder investments in the City
3. Increase the sense of community and citizen engagement

Board/Commission Action: N/A

Action Proposed: N/A

**City Council
Agenda Item Summary**

Worksession Meeting Date:	May 4, 2020
Agenda Item:	Provide briefing on the status of the Dallas Area Rapid Transit proposed bus network redesign effort known as DARTzoom
Staff Resource:	Mark Nelson, Director of Transportation
Summary:	DART has hired Jarrett Walker and Associates to assist with a redesign of the existing bus network. DART indicates this will be a budget neutral plan looking at how to maximize efficiency while meeting coverage and ridership needs of the service area.
City Council Strategic Goals:	<p>This agenda item helps further the following City Council Strategic Goals:</p> <ul style="list-style-type: none">• Enhance the quality of life of our stakeholders• Protect and strengthen stakeholder investments in the City• Attract and retain targeted businesses; Increase the number, quality, and variety of job opportunities throughout the City• Leverage our regional leadership position to positively impact County, State and Federal issues
Background Information:	NA
Financial Implications:	NA

**City Council
Agenda Item Summary**

Worksession Meeting Date:	Monday, May 4, 2020
Agenda Item:	Review and Discuss a Request for a Municipal Settings Designation for a Commercial Property near Arapaho Road and Coit Road
Staff Resource:	Bill Alsup, Director of Health
Summary:	City staff will provide an overview of request received from a commercial property near Arapaho Road and Coit Road for a Municipal Settings Designation through the Texas Commission on Environmental Quality.
City Council Strategic Goals:	This agenda item helps further the following City Council Strategic Goals: <ul style="list-style-type: none">• Protect and strengthen stakeholder investments in the City of Richardson
Background Information:	City staff will review the process for consideration of a Municipal Settings Designation for a commercial property near Coit Road and Arapaho Road. A Municipal Settings Designation is an official state designation within a municipality that certifies that designated groundwater at the property is not used as potable water and is prohibited from future use as potable water.
Financial Implications:	N/A

ORDINANCE NO. 4350

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPOINTING A PRESIDING MUNICIPAL JUDGE AND ASSISTANT MUNICIPAL JUDGES OF THE MUNICIPAL COURT OF RECORD NO. 1 OF THE CITY OF RICHARDSON; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Richardson, Texas, previously appointed a Presiding Municipal Judge and Assistant Municipal Judges to the Municipal Court of Record No. 1; and

WHEREAS, the Home Rule Charter of the City of Richardson authorizes the City Council to appoint assistant judges of the municipal court; and

WHEREAS, the City Council finds that the judges of the Municipal Court of Record No. 1 should be appointed; **NOW, THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the City Council specifically finds and determines that Chrissi W. Gumbert shall be and is hereby appointed as the Presiding Municipal Judge of the Municipal Court of Record No. 1 of the City of Richardson, and that Raymond D. Noah, William E. Geyer, and Thomas D'Amore shall be and are hereby appointed as the Assistant Municipal Judges of the Municipal Court of Record No. 1 of the City of Richardson, each to serve a term of office of two (2) years commencing on April 27, 2020, and ending April 27, 2022.

SECTION 2. That all provisions of the ordinances of the City of Richardson, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be invalid, void or unconstitutional, the same shall

not affect the validity of the remaining portions of said Ordinance which shall remain in full force and effect.

SECTION 4. That this Ordinance shall take effect immediately upon its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Richardson, Texas, on the 4th day of May 2020.

APPROVED:

MAYOR

APPROVED AS TO FORM:

CORRECTLY ENROLLED:

CITY ATTORNEY
(PGS:04-23-20:TM 115266)

CITY SECRETARY

ORDINANCE NO. 4351

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING ORDINANCE NO. 4343 BY AMENDING THE DISASTER CONTROL ORDERS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF ONE THOUSAND DOLLARS (\$1,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, beginning on December 2019, a novel coronavirus, now designated SARS-CoV-2 which causes the disease COVID-19, has spread through the world and has now been declared a global pandemic by the World Health Organization; and

WHEREAS, symptoms of COVID-19 include fever, coughing, and shortness of breath and, in some cases, the virus has caused death; and

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 as a Public Health Emergency of International Concern; and

WHEREAS, on March 5, 2020, the World Health Organization urged proactive preparedness and activation of emergency plans to aggressively change the trajectory of this epidemic; and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 13, 2020, the Governor of Texas declared a State of Disaster for COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency for COVID-19; and

WHEREAS, on March 15, 2020, the Centers for Disease Control recommended no gatherings with 50 people or more take place for the next 8 weeks throughout the United States; and

WHEREAS, on March 16, 2020, Collin County declared a disaster for COVID-19 and recommend the postponement or cancellation of all public gatherings greater than 50 people; and

WHEREAS, on March 16, 2020, the White House recommended avoiding social gatherings of more than 10 people; and

WHEREAS, on March 18, 2020, Paul Voelker, Mayor of the City of Richardson, Texas, declared a State of Disaster for the City of Richardson and certain control orders related thereto because of novel coronavirus, now designated SARS-CoV-2 which causes the disease COVID-19, has spread throughout the world and has now been declared a global pandemic by the World Health Organization; and

WHEREAS, on March 19, 2020, Commissioner John W. Hellerstedt, M.D. declared a Public Health Disaster in the State of Texas for COVID-19; and

WHEREAS, the Texas Governor issued several Executive Orders related to COVID-19 which continue through 11:59 p.m. on April 3, 2020; and

WHEREAS, the Dallas County has declared a disaster for COVID-19 and the Dallas County Judge has issued several Executive Orders related to COVID-19 which continue through 11:59 p.m. on April 3, 2020; and

WHEREAS, extraordinary measures must be taken to contain COVID-19 and prevent its spread throughout the City of Richardson, Texas, including the quarantine of individuals, groups of individuals, and property as well as compelling individuals, groups of individuals, or property to undergo additional health measures that prevent or control the spread of disease; and

WHEREAS, the City Council adopted Ordinance No. 4343 continuing the Declaration of Disaster of March 18, 2020 of Paul Voelker, Mayor of the City of Richardson, Texas, and certain control orders related thereto; and

WHEREAS, since April 2, 2020, Governor Abbott issued several Executive Orders including those related to the reopening of Texas businesses and hospital capacity; and

WHEREAS, Sections 121.003 and 122.006 of the Texas Health and Safety Code authorizes the City of Richardson to adopt rules to protect the health of persons in the City of Richardson; and

WHEREAS, the conditions necessitating the disaster declaration continue to exist and extraordinary and immediate measures must be taken to respond quickly to prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be infected or impacted by COVID-19; and

WHEREAS, the increase of COVID-19 and the risk of increased spread of the virus at residential facilities that care for the elderly and most vulnerable and the lack of State resources to assist are resulting in the need for local measures to protect the health and safety of such residents; and

WHEREAS, to remain consistent with the declarations of the Texas Department of State Health Services, the Executive Orders issued by Governor Abbott, and to harmonize, to the extent possible, with the provisions contained in the emergency orders and disaster declarations of Dallas and Collin Counties, for the health and safety of persons within the City of Richardson the City Council finds that it is in the public interest to continue the State of Disaster declared on March 18, 2020, by the Mayor of the City of Richardson, Texas, and adopt Governor Abbott's Executive Orders;
NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the findings and recitations set out in the preamble of this Ordinance are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. That effective immediately and continuing until termination of the Disaster Declaration, Ordinance No. 4343 is hereby amended by the adoption of the provisions of Executive Orders GA-18, GA-19 and GA-20 issued by Governor Greg Abbott on April 27, 2020, and any subsequent Executive Orders issued by Governor Greg Abbott related to COVID-19. The provisions of GA-18, GA-19 and GA-20, and any subsequent Executive Orders issued by Governor Greg Abbott related to COVID-19, are incorporated herein by reference for all purposes. The Declaration of Disaster of March 18, 2020, as continued by Ordinance No. 4343, shall continue until terminated by action of the City Council.

SECTION 3. That pursuant to Texas Government Code Section 418.108(d), the City of Richardson Emergency Management Plan shall remain active through the duration of the Disaster Declaration. The City's critical infrastructure, which includes, but is not limited to, communications, emergency services, energy, transportation systems, and water and wastewater systems shall continue operating.

SECTION 4. That the Disaster Declaration Orders set forth in Ordinance No. 4343 are repealed and replaced by Executive Orders GA-18, GA-19 and GA-20 issued by Governor Greg Abbott on April 27, 2020, and any subsequent Executive Orders issued by Governor Greg Abbott related to COVID-19 shall apply throughout Richardson unless superseded, canceled, modified, amended or terminated by the Mayor and/or the City Council, or pursuant to applicable law. For clarity, nothing in the ordinance is intended to impact the provisions related to the continuation of the local state of disaster as specified in Ordinance No. 4343; the authority granted to the Mayor and City Manager to cancel City Council meetings because of unforeseen events or emergency conditions

during the duration of this Declaration without the necessity of further approval of the City Council, and the authority of the City Manager, or designee, to waive the imposition and collection of any delinquency fee or penalty associated with any permit or approval required under any City Ordinance or Resolution but not including: (i) the fees for water, wastewater, trash collection, property taxes, penalties and interest for property taxes; (ii) fees or penalties required to be collected and/or imposed by the State of Texas or other governmental authority having jurisdiction to impose and/or collect such fee or penalty; (iii) and fees or charges required to be imposed and/or collected by and/or paid to a third-party under a contract with the City.

SECTION 5. That pursuant to Section 418.108(c) of the Texas Government Code, this Ordinance shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid.

SECTION 7. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the ordinances of the City, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 8. That all provisions of the ordinances of the City of Richardson in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 9. That any person, firm or corporation violating any of the provisions or terms of this Ordinance, the Disaster Declaration, any orders issued by the Mayor and/or the City

Council pursuant to the Disaster Declaration, Chapter 7 of the Code of Ordinances or Chapter 418 of the Texas Government Code shall, upon conviction, be punished by a fine not to exceed the sum of One Thousand Dollars (\$1,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 10. That this Ordinance shall take effect immediately from and after its passage as the law and charter in such case provide.

DULY PASSED by the City Council of the City of Richardson, Texas, on this the 4th day of May 2020.

CITY OF RICHARDSON, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:



PETER G. SMITH, CITY ATTORNEY
(PGS:05-4-20: TM 115388)

RESOLUTION NO. 20-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, IN SUPPORT OF THE APPLICATION OF HARTMAN PROMENADE LLC TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR A MUNICIPAL SETTINGS DESIGNATION FOR PROPERTY LOCATED IN AND AROUND THE PROMENADE SHOPPING CENTER AT 970 NORTH COIT ROAD IN RICHARDSON, TEXAS; PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 361, Subchapter W, of the Texas Solid Waste Disposal Act authorizes the Texas Commission on Environmental Quality (TCEQ) to certify Municipal Setting Designations for properties upon receipt and approval of the properly submitted application to TCEQ; and

WHEREAS, as a part of the application to TCEQ for a Municipal Setting Designation (MSD) for a site, the applicant is required to provide documentation that the application is supported by: (1) the city council of the municipality in which the site is located; (2) the city council of each municipality with a boundary located not more than one-half mile from the site; (3) the city council of each municipality that owns or operates a groundwater supply well located not more than five miles from the site; and (4) the governing body of each retail public utility, as defined in Section 13.002, Texas Water Code, that owns or operates a groundwater supply well located not more than five miles from the site; and

WHEREAS, Hartman Promenade LLC (“Applicant”) intends to submit an application to TCEQ for an MSD for the property described in Exhibit “A” (the “MSD Designated Property”); and

WHEREAS, as required by law, the Applicant has provided the notice to the City of Richardson of the application for the MSD for the MSD Designated Property and requested that the City Council of the City of Richardson, Texas, provide a resolution supporting said application; and

WHEREAS, the City Council of the City of Richardson finds it to be in the public interest to support the proposed MSD application described hereon;

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

SECTION 1. That the City Council of the City of Richardson supports Hartman Promenade LLC application to the TCEQ for certification of a Municipal Setting Designation for the MSD Designated Property.

SECTION 2. That this Resolution shall become effective immediately upon its approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson,
Texas, on this the 4th day of May 2020.

CITY OF RICHARDSON, TEXAS

MAYOR

ATTEST:



CITY SECRETARY

APPROVED AS TO FORM:

PETER G. SMITH, CITY ATTORNEY
(PGS:04-13-20:TM 115081)


EXHIBIT "A"




<p>LEGEND</p> <p> Approximate Property Boundary</p>	
<p>PROMENADE NORTH SHOPPING CENTER APPROXIMATELY 24.34 ACRES 970 NORTH COIT ROAD RICHARDSON, DALLAS COUNTY, TEXAS</p>	
<p>N 0 180' SCALE: 1" = 180'</p>	
<p>MONITOR WELL LOCATION MAP</p>	<p>FIGURE 2</p>
	<p>JOB NUMBER: 17-0295 FILE NAME: FIGURE_2 DATE: 9/19/2017 DRAWN BY: MZ APPROVED BY: JB</p>
<p>Copyright © 2017</p>	



TO: Dan Johnson, City Manager

THROUGH: Don Magner, Deputy City Manager 

FROM: Mark Nelson, Director, Transportation and Mobility 

SUBJECT: Minor Intersection Improvement Program Agreement between the City of Richardson and North Central Texas Council of Governments

DATE: May 4, 2020

ACTION REQUESTED:

Council to consider approval of a Resolution authorizing the City Manager: to Execute an Agreement between the City of Richardson and North Central Texas Council of Governments (NCTCOG) to implement a federally-funded Minor Intersection Improvement Program (MIIP) project; and to provide Local Match Funding to NCTCOG for this project.

Council Strategy: Protect and strengthen stakeholder investments in the City
Council Tactic: Conduct a Comprehensive evaluation of effectiveness of traffic signalization

BACKGROUND INFORMATION:

The NCTCOG has made Congestion Mitigation and Air Quality Improvement Program (CMAQ) federal funds available for the MIIP in the City of Richardson. City staff submitted an application for funding for traffic signal hardware upgrades at sixty (60) locations. The upgraded equipment will replace aging vehicle detection infrastructure with video detection equipment to be implemented on various primary arterial roadways throughout Richardson. Procurement will be through the Texas Buy Board and has been approved by NCTCOG staff and COR Purchasing.

As part of the FY 19/20 Deep Dive presentation to City Council in July 2019, staff referenced this program as significant funding source to advance the upgrade of traffic signal detection to video detection technology. MIIP was also referenced as part of the March 4, 2019 Council Presentation regarding the City of Richardson Signal System Effectiveness Evaluation.

FUNDING:

The grant total is \$480,000. The City is to provide twenty-percent (20%) matching funds of \$96,000 with the remainder provided from federal funds. Funding for the City's match is available through the General Special Projects Fund.

\$384,000 federal CMAQ
\$ 96,000 COR local match
\$480,000 total

RESOLUTION NO. 20-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF RICHARDSON AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, FOR IMPLEMENTATION OF A MINOR INTERSECTION IMPROVEMENT PROGRAM, AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A”; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and

WHEREAS, the RTC is committed to the development and implementation of policies, projects, and programs to improve air quality and reduce emissions; and

WHEREAS, on May 12, 2016, the RTC approved funding for implementation of a Minor Intersection Improvement Program; and

WHEREAS, on September 14, 2017, the RTC approved the criteria for the competitive selection of participants in the Minor Intersection Improvement Program; and

WHEREAS, on April 12, 2018, the RTC approved the selection of subrecipients in the Minor Intersection Improvement Program; and

WHEREAS, on May 24, 2018, the Executive Board in its capacity as the RTC’s fiduciary agent, authorized NCTCOG to enter into an agreement with City of Richardson as part of the Minor Intersection Improvement Program; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, provides authority for the North Central Texas Council of Governments and local governments to enter into this agreement for the provision of governmental functions and services of mutual interest.

WHEREAS, the City Council of the City of Richardson, Texas, has been presented a proposed Interlocal Cooperation Agreement between the City of Richardson and the North Central Texas Council of Governments to enter into an agreement for the disbursement of Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds and associated state and local matching funds for the implementation of minor intersection improvements consisting of traffic signal hardware upgrades at sixty (60) locations, as more particularly described in Exhibit “A” thereto, a copy of which is attached hereto and incorporated herein by reference; and

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

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

SECTION 1. The Agreement attached hereto having been reviewed by the City Council of the City of Richardson, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager, or designee, is hereby authorized to execute the Agreement, including any necessary amendments and instruments related thereto, on behalf of the City of Richardson, Texas.

SECTION 2. This resolution shall become effective immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, on this the 4th day of May 2020.

CITY OF RICHARDSON, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

PETER G. SMITH, CITY ATTORNEY

(PGS:4-20-20:TM 115194)

RESOLUTION NO. 20-07
EXHIBIT "A"



CONTRACT REVIEW & APPROVAL CHECKLIST

The following items should be reviewed by the appropriate subject matter/technical lead in each department prior to securing Mr. Eastland signature. Once necessary information has been reviewed or confirmed, the subject matter/technical lead should document their review by initialing the statement that reflects the Agreement/project.

Agreement Name/Number: Minor Intersection Improvement Program, with the City of Richardson (TRN6411)

Emily Beckham (Agreement)

1. EXECUTIVE BOARD AUTHORIZATION

Program/Technical Lead

<input checked="" type="checkbox"/> Initial	^{DS} EBCT	Date Complete ^{1/30/2020}	For Agreements over \$100,000: Date of Approval: <u>05/24/2018</u> , Agenda Item: <u>2018-05-08-TR</u>
<input type="checkbox"/> Initial		Date Complete	For Agreements less than \$100,000: Executive Director Delegated Authority

DJ Hale

2. RISK ASSESSMENT

Agency Administration -or- Program/Technical Lead

<input checked="" type="checkbox"/> Initial	^{DS} DH	Date Complete ^{1/30/2020}	Confirmed necessary risk assessments have been completed.
<input type="checkbox"/> Initial		Date Complete	Confirmed risk assessments are not necessary for this Agreement.

Gregory Masota

3. PROGRAM REVIEW OF AGREEMENT REQUIREMENTS

Program/Technical Lead

<input checked="" type="checkbox"/> Initial	^{DS} GM	Date Complete ^{1/30/2020}	Confirmed scope, Agreement price, and term are consistent with applicable grant and program requirements.
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Ashley Releford

4. FUNDING REVIEW

Agency Administration -or- Program/Technical Lead

<input checked="" type="checkbox"/> Initial	^{DS} AR	Date Complete ^{1/31/2020}	Confirmed authorized funding is available to cover Agreement.
<input checked="" type="checkbox"/> Initial	^{DS} AR	Date Complete ^{1/31/2020}	If a local match or local contribution is required, has the local match or local contribution been committed through an executed agreement or other binding commitment?
<input type="checkbox"/> Initial		Date Complete	This Agreement does not have a local match or local contribution requirement.

Emily Beckham

5. PROCUREMENT APPROVAL

Procurement Staff

<input checked="" type="checkbox"/> Initial	^{DS} EB	Date Complete ^{1/30/2020}	Confirmed no procurement was necessary for this Agreement.
<input type="checkbox"/> Initial		Date Complete	Confirmed procurement conducted meets applicable Federal, State, or local guidelines and was conducted in a fair, open and competitive manner.

Ken Kirkpatrick (Agreement) Ken Kirkpatrick

6. LEGAL REVIEW

Legal Staff

<input checked="" type="checkbox"/> Initial	^{DS} Kt	Date Complete ^{2/4/2020}	Legal Staff has Approved as to Form (after Program Review).
<input checked="" type="checkbox"/> Initial	^{DS} Kt	Date Complete ^{2/4/2020}	Legal staff has Approved as to Form (last step in Process).

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
MINOR INTERSECTION IMPROVEMENT PROGRAM
Program Implementation**

AGREEMENT COVER SHEET

TYPE OF AGREEMENT: Subrecipient agreement for reimbursable activities to City of Richardson
(DUNS #: 075089011)

SUBRECIPIENT AWARD AMOUNT: \$480,000 (\$384,000 FEDERAL+ \$96,000 LOCAL)

SUBRECIPIENT AGREEMENT PERIOD: Date of final execution through May 31, 2021

FUNDING SOURCE, FEDERAL AWARD IDENTIFICATION NUMBER (FAIN), PROJECT DESCRIPTION, & FEDERAL AWARD PERFORMANCE PERIOD: NCTCOG has received multiple CMAQ awards from the Federal Highway Administration (FHWA), through agreements executed with TxDOT, to fund subrecipient awards associated with this program:

- an Agreement executed on July 13, 2018, and subsequently amended on August 16, 2019, for the Regional Minor Intersection Improvement Program in the amount of \$2,500,000 (\$2,000,000 CMAQ + \$250,000 State Match + \$250,000 Local Participation). The period of performance for NCTCOG's award is September 5, 2019 to August 31, 2023. FAIN Numbers: 481802829L40E, 481802829M400, 481802829M40E, 481802829Z400, 693JJ21930000Z400TX1902424
- an Agreement executed on August 30, 2016, and subsequently amended on August 19, 2019, for the Emissions Reduction Strategies for Ozone Precursors Including Volatile Organic Compound (VOC) Controls & Other Designated Pollutants in the amount of \$1,000,000 (\$1,000,000 CMAQ + 200,000 Transportation Development Credits). The period of performance for NCTCOG's award is September 6, 2016 to August 31, 2021. FAIN Numbers: 481602686M400, 481802479Z400, 481802480Q400

CFDA NAME & NUMBER: Highway Planning & Construction 20.205

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

616 Six Flags Drive
CenterPoint II
Arlington, Texas 76011

Project Manager:
Gregory Masota
Transportation Planner III
gmasota@nctcog.org
(817) 695-9264

CITY OF RICHARDSON

411 Arapaho Road, Suite 204
Richardson, TX 75080

Project Manager:
Rama Dhanikonda, P.E., PTOE
Transportation Program Manager
Rama.dhanikonda@cor.gov
972-744-4323

FUNDING AGENCY

Texas Department of Transportation
2501 Southwest Loop 820
Fort Worth, Texas 76133-2300

Project Manager:
Theresa Poer
Director of Transportation Operations
Project Manager: Minor Intersection Improvements
Theresa.Poer@txdot.gov

Jamye Sawey
Environmental Supervisor
Project Manager: Emissions Reduction Strategies
Jamye.Sawey@txdot.gov

INTERLOCAL COOPERATION AGREEMENT
Between
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
and
CITY OF RICHARDSON
for
IMPLEMENTATION OF
A MINOR INTERSECTION IMPROVEMENT PROGRAM

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, the RTC is committed to the development and implementation of policies, projects, and programs to improve air quality and reduce emissions; and,

WHEREAS, on May 12, 2016, the RTC approved funding for implementation of a Minor Intersection Improvement Program; and,

WHEREAS, on September 14, 2017, the RTC approved the criteria for the competitive selection of participants in the Minor Intersection Improvement Program; and,

WHEREAS, on April 12, 2018, the RTC approved the selection of subrecipients in the Minor Intersection Improvement Program; and,

WHEREAS, on May 24, 2018, the Executive Board in its capacity as the RTC's fiduciary agent, authorized NCTCOG to enter into an agreement with City of Richardson as part of the Minor Intersection Improvement Program; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, provides authority for the North Central Texas Council of Governments and local governments to enter into this agreement for the provision of governmental functions and services of mutual interest.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE 1. PARTIES

- 1.1 Parties.** This Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG", and CITY OF RICHARDSON, hereinafter referred to as "CITY". NCTCOG and CITY may each be referred to as a "Party", and may be collectively referred to as "Parties" to this Agreement.

ARTICLE 2. FUNDING

- 2.1. **Award Amount.** The CITY has received an award for **\$480,000**. NCTCOG will reimburse CITY'S eligible costs up to the Maximum Reimbursement Amount of **\$384,000**. The Maximum Reimbursement Amount cannot exceed the total Federal Reimbursement amount and any State Match (if applicable), as outlined in the Scope of Work (SCOPE). Transportation Development Credits are not eligible for reimbursement. Required local match shall be through in-kind contribution and shall be proportional to the Federal Reimbursement amount. The actual amount of reimbursement may be less than the Award Amount and will be determined under the conditions of this Agreement. CITY shall be responsible for any costs in excess of the Award Amount.
- 2.2. **Indirect Costs.** CITY'S eligible Indirect Cost rate under this agreement is 0%.
- 2.3. **Compliance.** All activities funded, operated, and maintained under this Agreement must be in compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) 200 and other Federal, State, and local law. Additionally, the CITY shall ensure compliance with funding agency requirements set forth in Exhibit F.

ARTICLE 3. SCOPE OF WORK

- 3.1 **Scope of Work.** NCTCOG will provide reimbursement to CITY for CITY'S Improvements under this Agreement, implemented through the Project, as detailed in Attachment A.
- 3.2 **Scope of Work Changes.** Changes to the SCOPE must be agreed to by both Parties in writing.

ARTICLE 4. TERM

- 4.1 **Term.** This Agreement shall take effect on the date executed by the Parties and shall remain in effect until May 31, 2021. This Agreement shall automatically terminate upon completion of the Project, although there may be ongoing property management requirements detailed in Article 6.2.
 - 4.1.1 Due to the circumstances and uncertainty surrounding the COVID-19 pandemic, the Parties agree to meet no later than February 1, 2021, and discuss any needed modifications to the schedule in the Agreement.
- 4.2 **Termination.** Either Party reserves the right to terminate this Agreement in whole or in part. Notice of termination must be provided in writing, shall set forth the reasons for termination, and shall provide for a minimum of ten (10) days to cure the defect. Termination is effective only in the event the Party fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, NCTCOG shall only be liable for eligible expenses incurred before the effective date of termination. The Parties may terminate this Agreement at any time by mutual written concurrence.

ARTICLE 5. REIMBURSEMENT AND REPORTING REQUIREMENTS

- 5.1 Payment.** CITY will submit a Request for Reimbursement upon completion of the SCOPE. Any reimbursement under this Agreement shall be payable only after eligible costs are approved by NCTCOG. NCTCOG will approve payments as soon as practicable, but not later than forty-five (45) days after a complete Request for Reimbursement has been received, provided that complete and accurate supporting documentation has been submitted to NCTCOG. Costs incurred prior to execution of this Agreement are not be eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of NCTCOG, other than grant funds received by NCTCOG from NCTCOG funding agency for the purposes of reimbursement under this Agreement. NCTCOG shall provide CITY with written notice within five (5) business days after becoming aware that grant funds received by NCTCOG from NCTCOG's funding agency for the purposes of reimbursement under this agreement are no longer available for reimbursement to CITY. At the end of NCTCOG's fiscal year, NCTCOG may request the CITY to provide an estimate of expenses incurred. CITY shall provide timely responses to NCTCOG's request for expenditure information.
- 5.2 Reimbursement.** CITY shall submit its Reimbursement Request to NCTCOG at TRGrants@nctcog.org. Requests for Reimbursement shall include CITY invoice printed on letterhead, proof of payment, applicable receipts, a signature by a certifying official as detailed in Article 5.3, and other supporting documentation. NCTCOG may deem a Request for Reimbursement incomplete if the data and/or documentation are incomplete or improper, or if the CITY fails to submit necessary reports or provide other information requested by NCTCOG under the terms of this Agreement. NCTCOG may reject requests for reimbursements which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement.
- 5.3 Certifying Official.** As detailed in 5.2, the CITY is required to provide signed invoices. The individual noted below has the authority, on behalf of the CITY, to certify and serve as the signatory on invoices related to this project. By signing the invoice, Certifying Officials are acknowledging review of invoices to ensure expenses included in the invoice are consistent with the agreement, all services and costs are documented on the invoices are accurate and eligible, and all subrecipient and contractors have been fully paid.

Any invoices received by NCTCOG without the signature of the individual noted below may result in the invoice being returned unpaid.

Certifying Official:

Name: Rama Dhanikonda, P.E., PTOE

Title: Transportation Program Manager

- 5.4 Eligible Expenses.** Costs incurred by the CITY prior to final execution of this Agreement are not eligible for reimbursement. NCTCOG may reject requests for reimbursement which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement. Eligible and allowable expenses are limited to costs determined by NCTCOG in its sole discretion as eligible costs necessary to complete the Project and consistent with cost principles

established in 2 CFR 200), Subpart E. CITY staff time is not eligible for reimbursement under this Award.

5.5 Availability of Funds. Any reimbursement under this Agreement shall be payable only after eligible costs are approved by NCTCOG. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agency by NCTCOG dedicated for the purpose of this Agreement.

5.6 Return of Funds. The CITY agrees to return funds received from NCTCOG for reimbursement under this Agreement where the CITY has failed to comply with the requirements set forth in this Agreement.

ARTICLE 6. PROCUREMENT AND PROPERTY MANAGEMENT

6.1 Procurement Standards. CITY agrees that its purchase of equipment/technology under this Agreement will comply with the procurement standards and requirements of 2 CFR Part 200.317-.326. NCTCOG may require the CITY to submit its procurement procedures and a written code of conduct prior to commencing the procurement for approval, as detailed in Exhibit B, Third Party Procurement Procedures. If CITY fails to meet these requirements NCTCOG may deny reimbursement requests. If such failure is determined after reimbursement has been made, CITY, agrees to return reimbursed funds that were not in compliance with these requirements, whether determined by NCTCOG, the State, or the US Department of Transportation or its agents.

6.2 Equipment Use, Management, and Disposition. CITY agrees that its purchase of equipment/technology under this Agreement will comply with the property management standards and requirements outlined by the U.S. Department of Transportation in 2 CFR 200.313. The CITY agrees to provide NCTCOG reasonable information concerning the use and condition of the equipment upon request.

ARTICLE 7. MODIFICATION, WAIVER, AND SEVERABILITY

7.1 Whole Agreement. This Agreement embodies all of the agreements of the parties relating to its subject matter, and supersedes all prior understandings and agreements regarding such subject matter.

7.2 Severability. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

7.3 Changed Circumstances. If future federal, State, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

- 7.4 **Assignment.** Without the prior written consent of NCTCOG, the CITY may not transfer or assign any rights or duties under or any interest in this Agreement.
- 7.5 **Amendments.** Amendments to this Agreement must be agreed to in writing signed by each Party.

ARTICLE 8. MISCELLANEOUS PROVISIONS

- 8.1 **Liability.** The Parties agree that neither party is an agent, servant, 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.
- 8.2 **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within reasonable time of the existence of such force majeure.
- 8.3 **Property Insurance.** The CITY must maintain sufficient property insurance or self-insurance for the repair or replacement of any equipment/technology funded under this Agreement, unless otherwise expressly agreed upon in writing by NCTCOG.
- 8.4 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.
- 8.5 **Disputes and Remedies.** The CITY and NCTCOG shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.
- 8.6 **Notice.** All notices regarding this Agreement shall be in writing and shall be delivered to the persons identified below:

NCTCOG

Mailing Address:

Michael Morris, P.E.,
Transportation Director
North Central Texas Council of Governments
P.O. Box 5888
Arlington, Texas 76011

NCTCOG Project Manager

Gregory Masota
Transportation Planner III
North Central Texas Council of Governments
616 Six Flags Drive, Suite 200
Arlington, Texas 76005-5888

LOCAL GOVERNMENT

Mailing Address:

Mark Nelson
Director of Transportation and Mobility
P.O. Box 830309
Richardson, TX
75083

Project Manager:

Rama Dhanikonda, P.E., PTOE
Transportation Program Manager
411 Arapaho Road, Suite 204
Richardson, TX 75080
75080

8.7 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

8.8 Regional ITS Memorandum of Understanding. CITY agrees to exercise reasonable good faith efforts to review, comment on and finalize with NCTCOG a Memorandum of Understanding Between Dallas-Fort Worth Regional Intelligent Transportation System Partners Concerning Guiding Principles for Multi-Agency Communication, Data and Video Sharing.

ARTICLE 9. ACCESSIBILITY AND MAINTENANCE OF RECORDS

9.1 Maintenance. The CITY shall maintain a record keeping system for all of its activities, including program records and financial management records, which support and document all expenditures of funds made under this Agreement, in accordance with federal regulations, state rules, and the Agreement. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.

9.2 Retention. All records must be maintained for a minimum of four (4) years following final reimbursement. In the event that any litigation or claim is still pending, these records shall be retained until resolution of the litigation or claim. NCTCOG, NCTCOG's funding agency, or their designees shall have access to all records that are directly applicable to this Agreement for the purpose of making audit examinations.

ARTICLE 10. AUDITS

- 10.1 Audits.** CITY agrees that NCTCOG, the State of Texas, and/or the Federal Government may conduct an audit or investigation related to funds received under this Agreement.
- 10.2 Single Audit Act.** As applicable, the PERFORMING PARTY shall comply with the requirements of the audit provisions of 2 CFR Part 200, Subpart F, which requires that a non-Federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

ARTICLE 11. REQUIRED CLAUSES AND ASSURANCES

- 11.1 Equal Employment Opportunity.** CITY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. CITY shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 11.2 Davis-Bacon Act.** CITY agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 11.3 Contract Work Hours and Selection Standards.** CITY agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 11.4 Rights to Invention Made Under Contract or Agreement.** CITY agrees to comply with all applicable provisions of 37 CFR Part 401.
- 11.5 Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** CITY agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 11.6 Debarment/Suspension.** CITY is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. CITY and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions" which is included as Exhibit C of this agreement.
- 11.7 Restrictions on Lobbying.** CITY is prohibited from using monies for lobbying purposes; CITY shall comply with the special provision "restrictions on Lobbying," which is included as Exhibit D of this Agreement. CITY shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying activities in

applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

- 11.8 Procurement of Recovered Materials.** CITY agrees to comply with all applicable provisions of 2 CFR §200.322.
- 11.9 Buy America.** The CITY agrees to comply with all Buy America requirements under 23 USC 313 and 23 CFR 635.410, which require a domestic manufacturing process for any steel or iron products. The CITY must provide a Buy America Certification, example Certification document attached as Exhibit E, completed by the equipment manufacturer or demonstrate that the Federal Highway Administration has granted a waiver of the Buy America requirements.
- 11.10 Disadvantaged Business Enterprises (DBE).** When issuing procurements under this Agreement, the CITY shall include a Disadvantaged Business Enterprise goal of **7.7 percent**. The CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CITY shall carry out applicable requirements of 49 CFR Part 26 and 2 CFR 200.321 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the CITY 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. The CITY shall make meaningful good faith efforts towards attainment of DBE participation, consistent with guidelines established in Appendix A of 49 CFR Part 26. In review of procurement activities, NCTCOG may require the CITY to document meaningful good faith efforts. Additionally, CITY will be required to report DBE participation achieved to NCTCOG for this project.
- 11.11 Internal Compliance Program.** NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

EXHIBITS

The following Exhibits are attached and made part of this Agreement.

- Exhibit A:** Scope of Work
- Exhibit B:** Third Party Procurement Procedures
- Exhibit C:** Lower Tier Participant Debarment Certification
- Exhibit D:** Lobbying Certification and Disclosure of Lobbying Activities
- Exhibit E:** Buy America Certification
- Exhibit F:** TxDOT Flow Down Provisions

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement becomes effective on the day the last Party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Mike Eastland
Executive Director

Date

CITY OF RICHARDSON

Dan Johnson
City Manager

Date

EXHIBIT A
SCOPE OF WORK

Detection Systems Upgrades Scope - Richardson

Scope	Detection System Upgrades Project (60 locations)
TIP Code	Traffic Signal Hardware Upgrades
11652	

Scope

This project will provide detection at 60 signalized intersections

Progress Report Requirements

Status reports shall be submitted semi annually, first report due on April 7 (covering Oct 1st-Mar 31st), and second report due on October 7 (covering April 1st-Sept 30th) of each fiscal year until completion of the Scope. Reports shall include the scope name, the date that the report is submitted, and a list of activities carried out during the reporting period.

Budget Information

Total Project Cost:	\$ 480,000.00	<u>Share</u>
State Match:	\$ 0.00	0.0%
Local Match:	\$ 96,000.00	20.0%
Federal Reimbursement:	\$ 384,000.00	80%

Locations

Location	Description of Work
Coit Road at Lake Park Way	Procure and install detection systems
Coit Road at Campbell Rd	Procure and install detection systems
Coit Road at Senior Way	Procure and install detection systems
Coit Road at Roundrock	Procure and install detection systems
Coit Road at Belt Line	Procure and install detection systems
Coit Road at Dumont	Procure and install detection systems
Plano Road @ Campbell Rd	Procure and install detection systems
Plano Road @ Apollo	Procure and install detection systems
East Campbell Road @ Lakeside Blvd	Procure and install detection systems
East Campbell Road @ Greenville Avenue	Procure and install detection systems
East Campbell Road @ Glenville Drive	Procure and install detection systems
East Campbell Road @ Owens Blvd	Procure and install detection systems
East Campbell Road @ Yale Blvd	Procure and install detection systems
East Campbell Road @ Jupiter Road	Procure and install detection systems
East Arapaho Road @ Greenville Avenue	Procure and install detection systems
Location	Description of Work
East Arapaho Road @ International Pkwy	Procure and install detection systems
East Arapaho Road @ Glenville Drive	Procure and install detection systems
East Arapaho Road @ Yale Blvd	Procure and install detection systems
West Spring Valley Road @ Sherman	Procure and install detection systems
West Spring Valley Road @ Lingco	Procure and install detection systems

Renner Road @ Waterview Pkwy	Procure and install detection systems
Renner Road @ Synergy Park Blvd	Procure and install detection systems
Renner Road @ Custer Pkwy	Procure and install detection systems
Renner Road @ Alma Rd	Procure and install detection systems
Renner Road @ Renner Pkwy	Procure and install detection systems
Renner Road @ Wyndham Ln	Procure and install detection systems
Renner Road @ Jupiter Rd	Procure and install detection systems
Renner Road @ Shiloh Rd	Procure and install detection systems
Renner Road @ Telecom Pkwy	Procure and install detection systems
Renner Road @ Brand Rd	Procure and install detection systems
Jupiter Road @ Lookout	Procure and install detection systems
Jupiter Road @ Springpark Way	Procure and install detection systems
Jupiter Road @ Heather Hill/N Cliffe	Procure and install detection systems
Jupiter Road @ Collins	Procure and install detection systems
Jupiter Road @ Spring Valley Rd	Procure and install detection systems
West Campbell Rd @ Mimosa Dr	Procure and install detection systems
West Campbell Rd @ University Pkwy	Procure and install detection systems
West Campbell Rd @ Floyd Rd	Procure and install detection systems
West Campbell Rd @ Nantucket Dr	Procure and install detection systems
West Campbell Rd @ Custer Pkwy	Procure and install detection systems
West Campbell Rd @ Canyon Creek Dr	Procure and install detection systems
West Campbell Rd @ Collins Blvd	Procure and install detection systems
West Belt Line Road @ Dogwood Drive/Dublin	Procure and install detection systems
West Belt Line Road @ Mimosa Dr	Procure and install detection systems
West Belt Line Road @ Waterview Drive	Procure and install detection systems
West Arapaho Rd @ Mimosa Dr	Procure and install detection systems
West Arapaho Rd @ Waterview Drive	Procure and install detection systems
West Arapaho Rd @ West Shore Dr	Procure and install detection systems
West Arapaho Rd @ Floyd Rd	Procure and install detection systems
West Arapaho Rd @ Hampshire Ln	Procure and install detection systems
West Arapaho Rd @ Custer Rd	Procure and install detection systems
East Belt Line Road @ Grove Road	Procure and install detection systems
East Belt Line Road @ Bowser Road	Procure and install detection systems
East Belt Line Road @ St. Johns	Procure and install detection systems
East Belt Line Road @ Yale Blvd	Procure and install detection systems
Centennial Blvd @ Business Pkwy	Procure and install detection systems
Centennial Blvd @ Greenville	Procure and install detection systems
Centennial Blvd @ Abrams	Procure and install detection systems
Centennial Blvd @ Whitehall	Procure and install detection systems
Centennial Blvd @ Grove Road	Procure and install detection systems

EXHIBIT B
THIRD PARTY PROCUREMENT PROCEDURES

1. BACKGROUND

The purpose of the 3rd Party Procurement Review procedure is to establish standards and guidelines for the North Central Texas Council of Governments' (NCTCOG) to evaluate the potential risks and oversight responsibilities for our subgrantees who will procure goods and services through Third Party Contracts, in accordance with 2 CFR Part 200.317-326.¹

The implementation of the procedure outlined below should act to:

- Demonstrate compliance with grant requirements;
- Minimize NCTCOG's exposure to legal and compliance issues, including subsequent financial loss;
- Identify the various levels of procurement scrutiny by our federal partners associated with different partners, agencies, and firms;
- Identify the level of review needed to ensure compliance with regulations; and,
- Ensure fair, open, competitive opportunities for all parties involved in procurements.

2. PROCEDURE

Compliance with Federal Regulations

Subgrantees shall comply with applicable federal, State and local laws and regulations, and conform to the standards set forth in 2 CFR Part 200 or applicable governing standards published by the awarding agency. These guidelines apply to purchases for contractual services, commodities, and equipment funded with federal and State funds.

Use of Lower-Tier Subgrantees

If the provisions of a NCTCOG agreement allow a lower-tier subgrantee to manage and administer NCTCOG supported projects, the lower-tier subgrantee must also comply with applicable federal, State, and local laws, and all guidelines established by the applicable funding agency.

Conflict of Interest

There can be no conflict of interest, real or apparent, in the award or administration of a contract supported by federal funds. The subgrantee shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by federal funds.

Open and Fair Competition

All procurement transactions shall be conducted in a manner that provides maximum open and fair competition consistent with 2 CFR Part 200 or applicable federal law. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to, the following:

- Placing unreasonable requirements on firms/service providers/vendors/consultants in order for them to qualify to do business;
- Placing geographical preferences in the evaluation of bids or proposals;
- Noncompetitive practices between firms/service providers;
- Organization conflicts of interest;
- Requiring unnecessary experience and excessive bonding requirements; and,

¹ UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS; Cost Principles and Audit Requirements for Federal Awards

Any arbitrary action in the procurement process.

Written Procurement Policies

The subgrantee shall have written procurement procedures and may adopt by reference procedural requirements of 2 CFR Part 200 or applicable federal law.

Procurement Guidelines

NCTCOG, in reviewing subgrantee procurement procedures and policies, will determine consistency with 2 CFR Part 200 or the applicable federal law regulating procurement. Stated therein are the governing regulations and implementing guidelines for all procurement activity undertaken with grant funds. Some of those items, with particular applicability to NCTCOG grants, are:

- Subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- Procedures will allow for analysis of the most economical approach in purchasing, including lease versus purchase alternatives. Each proposed procurement must be reviewed to avoid the purchase of unnecessary or duplicative items.
- Subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- Subgrantees will maintain records sufficient to detail the significant history of procurement.
- These standards do not relieve the subgrantee of any contractual responsibilities under its NCTCOG contracts. The subgrantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual administrative issues arising out of any procurement entered in support of a NCTCOG grant. These include, but are not limited to, source evaluation, protests, disputes, and claims.

Subgrantee Files

Each subgrantee must maintain adequate files to support any purchases made. A copy of the quotes that were obtained (purchases between \$3,000.00 and \$150,000.00) or a copy of the legal notice must also be on file to support the choice of lowest and/or best bid. The subgrantee must provide adequate justification if the purchase is not awarded to lowest and/or best bidder.

Method of Procurement²

All procurement transactions shall be made by one of the following methods. NCTCOG reserves the right to request any and all documentation, either in advance or upon completion of procurement activities, as deemed necessary.

²Specific federal and State requirements apply to each procurement method. Subrecipient must meet all procurement requirements applicable under state law in addition to the requirements set forth herein or as outlined in 2 CFR 200.

1. PROCUREMENT BY SMALL PURCHASE PROCEDURES

For procurement of services, supplies, or other property with an aggregate cost under \$150,000³, written price or rate quotations shall be obtained from at least two qualified sources. The aggregate sum of all items being purchased is considered one purchase. **Purchases equal to or under \$3,000-** Purchases which do not involve the expenditure of more than \$3,000, exclusive of freight or shipping charges, may be made without advertising or otherwise requesting competitive quotes; provided, however, that nothing contained in this paragraph shall be construed to prohibit any agency or governing authority from establishing procedures which require competitive quotes on purchases under \$3,000.

Purchases equal to or under \$150,000- Purchases which involve the expenditure of at least \$3,000 but not more than \$150,000, exclusive of freight and shipping charges, may be made from the lowest and best contractor without publishing or posting advertisements for bids, provided at least two competitive written quotes have been obtained. The term "competitive written quotes" means a quote submitted on a quote form furnished by the subgrantee and signed by authorized personnel representing the contractor, or a quote submitted on a contractor's letterhead or quote form signed by authorized personnel representing the contractor.

2. PROCUREMENT BY SEALED BIDS

Purchases over \$150,000- Public advertisement once each week for two consecutive weeks for competitive sealed bids is required for all purchases which exceed \$150,000. Bids may not be due less than seven working days following the date the last advertisement appears in the public forum.

Purchases which involve expenditure of more than \$150,000, exclusive of freight and shipping charges shall be made from the lowest and best bidder after publicly advertising for competitive sealed bids once each week for two consecutive weeks. The date, as published, for the bid opening, shall not be less than seven working days after the published notice has been completed. The notice shall state the time and place at which bids shall be received; types of supplies, and/or equipment to be purchased, and the contact person. If plans or specifications are not published, notice should state where copies may be obtained. Specifications shall be written so as not to exclude any supplier.

3. PROCUREMENT BY COMPETITIVE PROPOSALS

Purchases over \$150,000- Formally publicizing a Request for Proposals which normally results in conducting competitive negotiation with more than one source submitting an offer. This method is generally used when conditions are not appropriate for the use of sealed bids. All evaluation factors and their relative importance will be identified. There will be procedures for technical evaluations of the proposal and selection of an awardee. Awards are made to the proposal most advantageous to the program, with price and other factors considered.

4. SOLE SOURCE PROCUREMENT

³ This purchase threshold is to be utilized for subgrantee procurements with federal funds. Separate thresholds may be permitted or required under state law for state funded grants.

Noncompetitive items are those available from one source only. In connection with the purchase of noncompetitive items only available from one source, a certification of the conditions and circumstances requiring the purchase shall be filed by the subgrantee with the appropriate NCTCOG project manager. Upon receipt by NCTCOG's project manager, the certification will be forwarded to the appropriate NCTCOG personnel for approval of the request.

Only after receiving authorization from NCTCOG will the purchase be deemed a sole source procurement. All authorizations must be received prior to any procurement transactions. The appropriate NCTCOG personnel may authorize a sole source procurement under the conditions defined in state law, provided that the sole source procurement shall be made according to the established purchasing rules and regulations and shall not be made so as to circumvent the competitive purchasing requirements.

5. PURCHASES UNDER GOVERNMENTAL COOPERATIVE PURCHASING PROGRAMS

Public entities that can purchase under State contracts or other governmental cooperative purchasing programs can do so without prior approval or obtaining written quotes. All other purchases must follow the guidelines outlined in the Contracting Procurement Procedures.

6. EMERGENCY PROCUREMENT

NCTCOG may approve an emergency procurement under the conditions defined in federal and State law, provided such emergency procurement shall be made with such competition as is practicable under the circumstances.

7. ADVERTISING PROCUREMENTS

Procurements to solicit various advertising activities are exempt from a competitive procurement requirement. Generally, the procurement of these items are done through competitive written quotes to ensure a fair and reasonable price is received for those services.

EXHIBIT C
LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

EXHIBIT C
CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS
AND COOPERATIVE AGREEMENTS REGARDING
DEBARMENT AND SUSPENSIONS

Department of Transportation (DOT) Circular 2015.1 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative agreements, or third-party contracts. NCTCOG has elected to include the requirements of the DOT Circular 2015.1 in all third-party contracts for federal funds. A certification process has been established by 49 C.F.R. Part 29 as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. DOT will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. **Failure to furnish a certification or any explanation may disqualify that person from participating in the project.**

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative agreement, as appropriate, a certification for a lower tier participant. In general, lower-level employees or procurements of less than \$25,000 will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than \$25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

NCTCOG requires each potential contractor subgrantee, or subrecipient for a third-party contract to complete the certification in Exhibit C.1 for itself and its principals.

If an applicant for a grant or cooperative agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the federal government, DOT may terminate the grant or subcontract, the underlying grant or cooperative agreement for cause or default.

**EXHIBIT C.1
LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION**

_____, being duly
(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

_____, nor its principals
(Name of lower tier participant)

are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction

by any federal department or agency.

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Signature of Certifying Official

Title

Date of Certification

EXHIBIT D
LOBBYING CERTIFICATION AND DISCLOSURE OF LOBBYING ACTIVITIES

**EXHIBIT D
LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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.

(2) 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 this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

Signature

Title

Agency

Date

TxDOT
1-91
TPFS

INSTRUCTIONS FOR COMPLETION OF SF-LLL (STANDARD FORM –LLL) DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime recipient, at the initiation or receipt of a covered action, or a material change to a previous filing. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an employee of NCTCOG, a Member of the Regional Transportation Council (RTC), an officer or employee of the Regional Transportation Council (RTC), or an employee of a Member of the Regional Transportation Council (RTC) in connection with a covered action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report.

1. Identify the type of covered action for which lobbying activity is and/or has been secured to influence the outcome of a covered action.
2. Identify the status of the covered action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name address city, state and zip code of the reporting entity. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime recipient.
6. Enter the name of the agency making the award or loan commitment.
7. Enter the program name or description for the covered action (item 1.)
8. Enter the most appropriate identifying number available for action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered action where there has been an award or loan commitment by the agency, enter the amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered action.
(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with officials. Identify the employee of NCTCOG, the Member of the Regional Transportation Council (RTC), an officer or employee of the Regional Transportation Council (RTC), or the employee of a Member of the Regional Transportation Council (RTC) in connection with a covered.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and the telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

EXHIBIT E
BUY AMERICA CERTIFICATION

BUY AMERICA CERTIFICATION

The undersigned certifies that the following equipment complies with the Federal Highway Administration Buy America requirements under 23 CFR 635.410 requiring a domestic manufacturing process for any steel or iron products (including protective coatings). A valid Buy America Certification shall include both a signed certification and a domestic content worksheet.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

To be considered domestic, all steel and iron used, and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude minimal use of foreign steel, and iron materials that does not exceed one-tenth of one percent of the total contract cost or \$2,500, whichever is greater.

Name, Title

Company

Date

BUY AMERICA CERTIFICATION

The undersigned cannot certify that the following equipment complies with the Federal Highway Administration Buy America requirements under 23 CFR 635.410 requiring a domestic manufacturing process for any steel or iron products (including protective coatings). Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

1. _____
2. _____
3. _____
4. _____
5. _____

The Buy America certification cannot be made for the following reasons:

Name, Title

Company

Date

EXHIBIT F
TXDOT FLOW DOWN PROVISIONS

FLOW DOWN PROVISIONS FROM
TEXAS DEPARTMENT OF TRANSPORTATION
FUNDING AGREEMENT

1. Civil Rights Compliance

- a. Compliance with Regulations: 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: 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. 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 45 CFR Part 21.
- c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by 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 CITY of 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: 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 CITY is in the exclusive possession of another who fails or refuses to furnish this information, CITY will so certify to NCTCOG, the Texas Department of Transportation ("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 CITY's noncompliance with the Nondiscrimination provisions of this contract, NCTCOG will impose such contract sanctions as it the State or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CITY under the contract until the CITY complies and/or
 - ii. cancelling, terminating, or suspending of the contract, in whole or in part.
- f. Incorporation of Provisions: 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. CITY will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CITY becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, CITY may request the State to enter into such litigation to protect the interests of the State. In addition, CITY may request the United States to enter into such litigation to protect the interests of the United States.

2. Disadvantaged Business Enterprise Program Requirements

- a. 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. 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.
- b. Each sub-award or sub-contract 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.*

3. Federal Funding Accountability and Transparency Act Requirements

- a. As a recipient of funds under this agreement CITY agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://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. CITY agrees that it shall:
 - i. Obtain and provide to NCTCOG a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is:
<https://www.sam.gov/portal/public/SAM/>
 - ii. Obtain and provide to NCTCOG 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
- c. Report total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

4. Single Audit Report

- a. CITY 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 fiscal year, CITY must submit a Single Audit Report and Management Letter (if applicable) to NCTCOG.
- c. If expenditures of less than the threshold during CITY's fiscal year, CITY must submit a statement to NCTCOG as follows: "We did not meet the \$_____ 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, 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.

5. Pertinent Non-Discrimination Authorities

During the performance of this contract 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, (49 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. §§ 12131-12189) 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).

- I. 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.).



RICHARDSON
TEXAS

MEMO

DATE: April 27, 2020
TO: Keith Dagen – Director of Finance
FROM: Todd Gastorf – Purchasing Manager *TG*
SUBJECT: Award of Bid #41-20 for Lookout Drive Landscape Improvements to Central North Construction, LLC in the amount of \$655,720
Proposed Date of Award: May 4, 2020

I concur with the recommendation of Lori Smeby – Director of Parks and Recreation, and request permission to award a contract to the lowest responsible bidder, Central North Construction, LLC, for the above referenced construction in the amount of \$655,720, as outlined in the attached memo.

Funding is provided from 2015 G.O. Bonds.

The bid was advertised in *The Dallas Morning News* on March 2, 9, & 16, 2020 and posted on BidSync. A total of 9,132 electronic solicitations were distributed and sixty-two (62) vendors viewed the bid. Due to concerns around COVID-19, the pre-bid conference scheduled on March 17, 2020 was canceled; however, this does not appear to have negatively impacted vendor participation since eight (8) bids were received.

Concur:


Keith Dagen

ATTACHMENTS



RICHARDSON
TEXAS

MEMO

TO: Todd Gastorf, Purchasing Manager
THROUGH: Lori Smeby, Director of Parks and Recreation *JS*
FROM: Paul Nassauer, Park Planner *PN*
SUBJECT: Award of a Construction Contract with Central North Construction, LLC., for construction of Lookout Drive Landscape Improvements Bid# 41-20 in the amount of \$655,720.00.
DATE: April 10, 2020

ACTION REQUESTED:

Council consideration of authorization to award a Construction Contract with Central North Construction, LLC., for construction of Lookout Drive Landscape Improvements Bid# 4120 in the amount of \$655,720.00.

BACKGROUND INFORMATION:

The proposed construction contract will improve the median landscape including concrete demo, pouring concrete drive paving, grading and drainage work, stone retaining wall construction, landscape irrigation and plantings, rock placement and all necessary appurtenances.

FUNDING:

Funding is from the 2015 G.O. Bonds.

SCHEDULE:

The Parks Department anticipates a construction start in May 2020 and project completion in September 2020.

cc: Dan Baker, Assistant Director of Parks and Recreation
Kurt Beilharz, Superintendent of Park Planning

AB 4/22/2020



LOOKOUT DRIVE LANDSCAPE IMPROVEMENTS BID #41-20
Engineers Estimate - \$685,000.00

Item	Description	Unit	Est. Qty.	Central North Construction		C Green Scaping		North Rock Construction		Vescorp Construction		Nouveau Construction		HQS Construction		Cole Construction		Amer. Landscape Systems	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonds, Insurance complete in place	LS	1.00	\$32,000.00	\$ 32,000.00	\$36,000.00	\$ 36,000.00	\$ 62,480.45	\$ 62,480.45	\$ 82,500.00	\$ 82,500.00	\$ 97,885.00	\$ 97,885.00	\$75,000.00	\$ 75,000.00	\$42,000.00	\$ 42,000.00	\$137,000.00	\$ 137,000.00
2	4x6 Construction Site Notice Sign	EA	2.00	\$1,500.00	\$ 3,000.00	\$600.00	\$ 1,200.00	\$ 1,356.37	\$ 2,712.74	\$ 990.00	\$ 1,980.00	\$ 1,400.00	\$ 2,800.00	\$500.00	\$ 1,000.00	\$700.00	\$ 1,400.00	\$1,500.00	\$ 3,000.00
3	Trail Safety Warning Sign	EA	3.00	\$1,500.00	\$ 4,500.00	\$400.00	\$ 1,200.00	\$ 1,120.58	\$ 3,361.74	\$ 275.00	\$ 825.00	\$ 708.33	\$ 2,124.99	\$500.00	\$ 1,500.00	\$700.00	\$ 2,100.00	\$1,250.00	\$ 3,750.00
4	Tree Protection	EA	5.00	\$500.00	\$ 2,500.00	\$240.00	\$ 1,200.00	\$ 450.21	\$ 2,251.05	\$ 90.20	\$ 451.00	\$ 221.21	\$ 1,106.05	\$150.00	\$ 750.00	\$240.00	\$ 1,200.00	\$240.00	\$ 1,200.00
5	Erosion Control	LF	649.00	\$5.50	\$ 3,569.50	\$5.82	\$ 3,777.18	\$ 6.90	\$ 4,478.10	\$ 1.93	\$ 1,252.57	\$ 5.21	\$ 3,381.29	\$3.00	\$ 1,947.00	\$5.00	\$ 3,245.00	\$3.50	\$ 2,271.50
6	SWPPP	LS	1.00	\$6,500.00	\$ 6,500.00	\$2,600.00	\$ 2,600.00	\$ 3,007.73	\$ 3,007.73	\$ 1,100.00	\$ 1,100.00	\$ 5,275.00	\$ 5,275.00	\$3,000.00	\$ 3,000.00	\$1,600.00	\$ 1,600.00	\$5,000.00	\$ 5,000.00
7	Demo and Removal of existing concrete sidewalk	SF	3976.00	\$3.00	\$ 11,928.00	\$1.50	\$ 5,964.00	\$ 1.18	\$ 4,691.68	\$ 2.31	\$ 9,184.56	\$ 4.02	\$ 15,983.52	\$2.00	\$ 7,952.00	\$2.50	\$ 9,940.00	\$1.50	\$ 5,964.00
8	Demo and Removal of existing vehicular concrete pavement	SF	4474.00	\$3.00	\$ 13,422.00	\$2.00	\$ 8,948.00	\$ 1.77	\$ 7,918.98	\$ 2.75	\$ 12,303.50	\$ 5.99	\$ 26,799.26	\$3.00	\$ 13,422.00	\$3.50	\$ 15,659.00	\$2.75	\$ 12,303.50
9	Demo and Removal of existing concrete curb	LF	282.00	\$3.00	\$ 846.00	\$8.00	\$ 2,256.00	\$ 1.18	\$ 332.76	\$ 12.10	\$ 3,412.20	\$ 6.84	\$ 1,928.88	\$5.00	\$ 1,410.00	\$9.00	\$ 2,538.00	\$2.00	\$ 564.00
10	Excavation and Removal of existing sod	SF	11608.00	\$3.00	\$ 34,824.00	\$0.25	\$ 2,902.00	\$ 1.42	\$ 16,483.36	\$ 3.30	\$ 38,306.40	\$ 1.85	\$ 21,474.80	\$1.00	\$ 11,608.00	\$0.25	\$ 2,902.00	\$0.15	\$ 1,741.20
11	Excavation and Removal of existing Bio-Swale	SF	100.00	\$10.00	\$ 1,000.00	\$24.00	\$ 2,400.00	\$ 41.17	\$ 4,117.00	\$ 3.30	\$ 330.00	\$ 2.25	\$ 225.00	\$20.00	\$ 2,000.00	\$22.00	\$ 2,200.00	\$15.00	\$ 1,500.00
12	Existing Bike Path sign to be removed	EA	2.00	\$500.00	\$ 1,000.00	\$80.00	\$ 160.00	\$ 1,062.00	\$ 2,124.00	\$ 110.00	\$ 220.00	\$ 684.00	\$ 1,368.00	\$125.00	\$ 250.00	\$150.00	\$ 300.00	\$200.00	\$ 400.00
13	Existing Lookout Park Sign to be removed	EA	1.00	\$2,500.00	\$ 2,500.00	\$1,200.00	\$ 1,200.00	\$ 1,062.00	\$ 1,062.00	\$ 220.00	\$ 220.00	\$ 1,368.00	\$ 1,368.00	\$125.00	\$ 125.00	\$1,040.00	\$ 1,040.00	\$200.00	\$ 200.00
14	Construction Staking	LS	1.00	\$3,200.00	\$ 3,200.00	\$3,000.00	\$ 3,000.00	\$ 10,218.80	\$ 10,218.80	\$ 9,790.00	\$ 9,790.00	\$ 3,600.00	\$ 3,600.00	\$4,000.00	\$ 4,000.00	\$2,600.00	\$ 2,600.00	\$19,262.50	\$ 19,262.50
15	Earthwork for site	LS	1.00	\$18,920.00	\$ 18,920.00	\$23,850.00	\$ 23,850.00	\$ 36,561.69	\$ 36,561.69	\$ 49,500.00	\$ 49,500.00	\$ 11,760.00	\$ 11,760.00	\$8,000.00	\$ 8,000.00	\$26,800.00	\$ 26,800.00	\$13,750.00	\$ 13,750.00
16	6" Concrete Mow Strip	LF	251.00	\$19.00	\$ 4,769.00	\$24.00	\$ 6,024.00	\$ 83.99	\$ 21,081.49	\$ 30.25	\$ 7,592.75	\$ 10.22	\$ 2,565.22	\$35.00	\$ 8,785.00	\$36.00	\$ 9,036.00	\$25.00	\$ 6,275.00
17	Quarry Limestone Block	LF	363.00	\$140.00	\$ 50,820.00	\$171.00	\$ 62,073.00	\$ 151.91	\$ 55,143.33	\$ 203.50	\$ 73,870.50	\$ 245.00	\$ 88,935.00	\$175.00	\$ 63,525.00	\$480.00	\$ 174,240.00	\$295.00	\$ 107,085.00
18	Quarry Limestone Park Entry Sign	LF	20.00	\$300.00	\$ 6,000.00	\$149.00	\$ 2,980.00	\$ 963.34	\$ 19,266.80	\$ 203.50	\$ 4,070.00	\$ 561.25	\$ 11,225.00	\$500.00	\$ 10,000.00	\$826.00	\$ 16,520.00	\$675.00	\$ 13,500.00
19	Quarry Limestone Freestanding Block	LF	50.00	\$300.00	\$ 15,000.00	\$212.00	\$ 10,600.00	\$ 218.65	\$ 10,932.50	\$ 203.50	\$ 10,175.00	\$ 245.00	\$ 12,250.00	\$175.00	\$ 8,750.00	\$322.00	\$ 16,100.00	\$295.00	\$ 14,750.00
20	Quarry Limestone Wall	LF	480.00	\$330.00	\$ 158,400.00	\$229.90	\$ 110,352.00	\$ 179.81	\$ 86,308.80	\$ 203.50	\$ 97,680.00	\$ 245.00	\$ 117,600.00	\$500.00	\$ 240,000.00	\$432.00	\$ 207,360.00	\$375.00	\$ 180,000.00
21	Bull Rock	CY	153.00	\$95.00	\$ 14,535.00	\$360.00	\$ 55,080.00	\$ 218.30	\$ 33,399.90	\$ 192.50	\$ 29,452.50	\$ 104.36	\$ 15,967.08	\$90.00	\$ 13,770.00	\$566.00	\$ 86,598.00	\$215.00	\$ 32,895.00
22	9" Vehicular Concrete Pavement	SF	4480.00	\$10.00	\$ 44,800.00	\$11.20	\$ 50,176.00	\$ 10.85	\$ 48,608.00	\$ 12.65	\$ 56,672.00	\$ 15.39	\$ 68,947.20	\$9.00	\$ 40,320.00	\$9.00	\$ 40,320.00	\$15.25	\$ 68,320.00
23	Monolithic Concrete Curb	LF	276.00	\$25.00	\$ 6,900.00	\$21.00	\$ 5,796.00	\$ 37.30	\$ 10,294.80	\$ 14.30	\$ 3,946.80	\$ 15.96	\$ 4,404.96	\$15.00	\$ 4,140.00	\$7.50	\$ 2,070.00	\$15.00	\$ 4,140.00
24	5" Concrete Site Paving	SF	5594.00	\$5.00	\$ 27,970.00	\$9.30	\$ 52,024.20	\$ 6.21	\$ 34,738.74	\$ 8.80	\$ 49,227.20	\$ 6.27	\$ 35,074.38	\$5.50	\$ 30,767.00	\$7.00	\$ 39,158.00	\$7.50	\$ 41,955.00
25	5" Enhanced Concrete Site Paving	SF	105.00	\$8.00	\$ 840.00	\$11.70	\$ 1,228.50	\$ 19.82	\$ 2,081.10	\$ 8.80	\$ 924.00	\$ 22.85	\$ 2,399.25	\$20.00	\$ 2,100.00	\$16.00	\$ 1,680.00	\$13.50	\$ 1,417.50
26	Curb Ramp	EA	5.00	\$500.00	\$ 2,500.00	\$2,880.00	\$ 14,400.00	\$ 3,103.51	\$ 15,517.55	\$ 2,200.00	\$ 11,000.00	\$ 1,320.00	\$ 6,600.00	\$2,200.00	\$ 11,000.00	\$2,400.00	\$ 12,000.00	\$1,500.00	\$ 7,500.00
27	Crosswalk Stiping	LF	90.00	\$3.00	\$ 270.00	\$54.00	\$ 4,860.00	\$ 41.30	\$ 3,717.00	\$ 42.90	\$ 3,861.00	\$ 6.27	\$ 564.30	\$30.00	\$ 2,700.00	\$22.00	\$ 1,980.00	\$26.00	\$ 2,340.00
28	3" Caliper Shade Tree	EA	7.00	\$600.00	\$ 4,200.00	\$720.00	\$ 5,040.00	\$ 507.40	\$ 3,551.80	\$ 660.00	\$ 4,620.00	\$ 422.00	\$ 2,954.00	\$850.00	\$ 5,950.00	\$402.00	\$ 2,814.00	\$650.00	\$ 4,550.00
29	30 gallon Ornamental Tree	EA	22.00	\$425.00	\$ 9,350.00	\$570.00	\$ 12,540.00	\$ 277.30	\$ 6,100.60	\$ 330.00	\$ 7,260.00	\$ 598.50	\$ 13,167.00	\$600.00	\$ 13,200.00	\$223.00	\$ 4,906.00	\$280.00	\$ 6,160.00
30	5 gallon Shrub	EA	59.00	\$29.00	\$ 1,711.00	\$26.00	\$ 1,534.00	\$ 18.88	\$ 1,113.92	\$ 33.00	\$ 1,947.00	\$ 27.36	\$ 1,614.24	\$135.00	\$ 7,965.00	\$29.20	\$ 1,722.80	\$37.50	\$ 2,212.50
31	1 gallon Shrub	EA	564.00	\$15.00	\$ 8,460.00	\$17.00	\$ 9,588.00	\$ 7.08	\$ 3,993.12	\$ 13.20	\$ 7,444.80	\$ 15.00	\$ 8,460.00	\$20.00	\$ 11,280.00	\$6.53	\$ 3,682.92	\$10.50	\$ 5,922.00
32	1 gallon Ornamental Grass	EA	2531.00	\$8.00	\$ 20,248.00	\$13.00	\$ 32,903.00	\$ 7.08	\$ 17,919.48	\$ 8.80	\$ 22,272.80	\$ 16.07	\$ 40,673.17	\$20.00	\$ 50,620.00	\$7.15	\$ 18,096.65	\$7.50	\$ 18,982.50
33	Hardwood Mulch	CY	77.00	\$45.00	\$ 3,465.00	\$44.00	\$ 3,388.00	\$ 39.53	\$ 3,043.81	\$ 60.50	\$ 4,658.50	\$ 49.24	\$ 3,791.48	\$50.00	\$ 3,850.00	\$4,357.96	\$ 335,562.92	\$52.00	\$ 4,004.00
34	Amended Soil Mix	CY	238.00	\$33.00	\$ 7,854.00	\$52.00	\$ 12,376.00	\$ 43.07	\$ 10,250.66	\$ 71.50	\$ 17,017.00	\$ 67.20	\$ 15,993.60	\$60.00	\$ 14,280.00	\$15,656.70	\$ 3,726,294.60	\$58.00	\$ 13,804.00
35	Bio-Retention Soil Mix	CY	79.00	\$100.00	\$ 7,900.00	\$72.00	\$ 5,688.00	\$ 73.16	\$ 5,779.64	\$ 88.00	\$ 6,952.00	\$ 67.20	\$ 5,308.80	\$70.00	\$ 5,530.00	\$8,005.42	\$ 632,428.18	\$110.00	\$ 8,690.00
36	Bermuda Grass Sod	SF	4702.00	\$2.25	\$ 10,579.50	\$0.54	\$ 2,539.08	\$ 2.67	\$ 12,554.34	\$ 1.05	\$ 4,937.10	\$ 2.25	\$ 10,579.50	\$2.50	\$ 11,755.00	\$2.80	\$ 13,165.60	\$0.40	\$ 1,880.80
37	Site Irrigation	LS	1.00	\$57,964.00	\$ 57,964.00	\$63,300.00	\$ 63,300.00	\$ 81,420.00	\$ 81,420.00	\$ 43,450.00	\$ 43,450.00	\$ 35,000.00	\$ 35,000.00	\$80,000.00	\$ 80,000.00	\$31,805.00	\$ 31,805.00	\$75,000.00	\$ 75,000.00
38	Removeable Bollard	EA	1.00	\$1,475.00	\$ 1,475.00	\$1,340.00	\$ 1,340.00	\$ 1,003.00	\$ 1,003.00	\$ 467.50	\$ 467.50	\$ 1,200.00	\$ 1,200.00	\$1,800.00	\$ 1,800.00	\$960.00	\$ 960.00	\$2,500.00	\$ 2,500.00
39	Owners Contingency	LS	1.00	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL BASE BID:					\$ 655,720.00		\$ 672,486.96		\$ 699,622.46		\$ 730,873.68		\$ 752,353.97		\$ 824,051.00		\$ 5,544,024.67		\$ 881,790.00



RICHARDSON
TEXAS

MEMO

DATE: April 29, 2020
TO: Keith Dagen – Director of Finance
FROM: Todd Gastorf – Purchasing Manager 
SUBJECT: Award of RFP #702-20 for Bank Depository Services to Bank of America pursuant to unit pricing

Proposed Date of Award: May 4, 2020

I concur with the recommendation of Cara Copley – Assistant Director of Finance, and request permission to issue a contract for bank depository services to Bank of America, pursuant to unit pricing.

The award of this contract was based on best value criteria as provided in Texas Local Government Code Section 252.043. Proposals were evaluated on the following criteria specified in the solicitation:

1. Ability to Provide Services – (30%)
2. Cost – (25%)
3. Online Platform – (15%)
4. Form of Pledged Collateral Offered – (15%)
5. Experience – (10%)
6. Additional Services Offered – (5%)

Four (4) proposals were received and evaluated by a committee of employees from Finance and Accounting. Bank of America was the highest ranked firm based on the criteria listed above.

The initial term of the contract is for three (3) years commencing on August 1, 2020 and continuing through July 31, 2023. The contract provides an option to renew for one (1) additional two-year period through July 31, 2025, if exercised and mutually agreed upon by both parties. Since the city is not obligated to pay for a minimum or maximum amount of depository services, payment will be rendered pursuant to the unit prices specified.

City staff estimates fees and earnings as shown in the attached recommendation memo from Ms. Copley based on an analysis of unit prices applied to current activity levels.

Page 2, RFP #702-20 Award Recommendation Memo

The RFP was advertised in *The Dallas Morning News* on March 6 & 13, 2020 and posted on BidSync. A total of 3,770 electronic solicitations were distributed and thirty-seven (37) vendors viewed the RFP. Due to concerns around COVID-19, the pre-proposal conference scheduled on March 17, 2020 was canceled; however, this does not appear to have negatively impacted vendor participation since four (4) proposals were received.

Concur:



Keith Dagen

ATTACHMENTS



RICHARDSON
TEXAS

MEMO

DATE: April 28, 2020
TO: Kent Pfeil, Chief Financial Officer *KP*
Todd Gastorf, Purchasing Manager
THRU: Keith Dagen, Director of Finance *KD*
FROM: Cara Copley, Assistant Director of Finance *CC*
SUBJECT: Award of RFP No. 702-20 - Depository Services

Background:

At the March 2, 2020 City Council meeting, staff updated the Council on requested changes to the City's depository bank contract. Prosperity Bank (formerly LegacyTexas Bank) had requested substantial changes to the collateral that the City allows for securing deposits. The City Council approved a new Investment Policy incorporating the requested changes at its March 23, 2020 meeting, but the City Attorney advised the city to rebid the contract to give all local banks an opportunity to bid with the revised collateral options.

Based on the City Attorney's advice, the City solicited proposals for the bank depository contract. The new contract will be for three years commencing on August 1, 2020 and continuing through July 31, 2023. The contract provides for an option for one (1) two-year extension, ending July 31, 2025. The selection committee evaluated proposals based on the following criteria:

1. Ability of the proposer to provide the depository services described in the RFP. (30%)
2. Cost of the proposed depository services. (25%)
3. Online platform layout, capabilities, functionalities, and statement presentation. (15%)
4. Form of pledged collateral offered (based on The City of Richardson's order of preference) (15%)
5. Experience and success in providing depository service to large municipal governments in Texas. (10%)
6. Feasibility and efficacy of additional services offered (5%)

Final proposals were received from Bank of America, BBVA Compass, Frost Bank and Prosperity Bank. The following chart shows the estimated cost for all bank contract services. The total estimated cost of the contract assumes the two-year extension will be exercised and the City will pay directly for fees:

	Bank of America	BBVA Compass	Frost Bank	Prosperity Bank
Net Monthly Fees	\$1,764	\$2,965	\$3,643	\$3,738
Estimated Yearly Cost	\$21,168	\$35,580	\$43,716	\$44,856
Estimated Total 5-Year Contract Cost	\$105,840	\$177,900	\$218,580	\$224,280

Recommendation:

The selection committee believes Bank of America will provide excellent depository services to the City. After considering all RFP grading criteria, the selection committee recommends awarding RFP 702-20 to Bank of America.

The City currently utilizes Frost Bank for safekeeping services and intends to maintain this relationship separately from the depository contract.