

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE BY THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ZONE DATA EXCHANGE AGREEMENT WITH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS TO STREAMLINE THE WORK ZONE INFORMATION SYSTEM FOR THE CITY OF DENTON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with the North Central Texas Council of Governments (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 March 21, 2024, the RTC approved funding for implementation of the Work Zone Data Exchange Program to facilitate information exchange between involved parties regarding ongoing and upcoming work zones, as well as providing alternative routes for road users throughout the city; and

WHEREAS, the North Central Texas Council of Governments selected the City of Denton and awarded \$299,800 for the implementation of the Work Zone Data Exchange Program; and

WHEREAS, on May 22, 2025, the Executive Board in its capacity as the RTC's fiduciary agent authorized NCTCOG to enter into an agreement with City of Denton as part of the Work Zone Data Exchange 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; and

WHEREAS, the Work Zone Data Exchange Program will serve as a beneficial tool to streamline the work zone information system access across the City of Denton departments and integrate it with the Texas 511 Database to enhance the safety of road users in Denton by ensuring that accurate information about work zone locations will be more accessible to the public, construction contractors, and other transportation stakeholders; NOW; THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance and hereby found to be true.

SECTION 2. The Work Zone Data Exchange Agreement is approved.

**SECTION 3.** The City Manager is hereby authorized to execute the attached Work Zone Data Agreement between the City of Denton and the North Central Texas Council of Governments for Work Zone Data Exchange pursuant to the terms contained therein.

**SECTION 4.** This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_. This ordinance was passed and approved by the following vote [\_\_ - \_\_]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
INGRID REX, INTERIM CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: \_\_\_\_\_  
*Hilary McMahon*

## Exhibit A

### NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS WORK ZONE DATA EXCHANGE PROGRAM

#### *Program Implementation*

#### **AGREEMENT COVER SHEET**

**TYPE OF AGREEMENT:** Sub-Award agreement for reimbursable activities to CITY OF DENTON, UEI# NAQBJ67VUM95

**AGREEMENT NUMBER:** TRN7645

**FUNDING SOURCE:** Federal Highway Administration (FHWA) Surface Transportation Block Grant Program Funds

**ASSISTANCE LISTING NAME & NUMBER (www.cfda.gov):** Highway Planning & Construction 20.205

**FEDERAL AWARD PROJECT DESCRIPTION, FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) and FEDERAL AWARD PERFORMANCE PERIOD:** DFW AV Work Zone Project awarded by Federal Highway Administration through an Agreement executed with the Texas Department of Transportation on April 15, 2025, for \$2,500,000.

FAIN# 693JJ22530000Y24, May 5, 2025 to August 31, 2028

**SUBAWARD AMOUNT:** \$299,800 (\$299,800 FEDERAL + Regional Transportation Development Credits (TDC) Utilized in Lieu of Local Match)

**SUBAWARD AGREEMENT PERIOD:** Date of final execution to July 30, 2028.

#### **PARTIES:**

##### **NCTCOG**

**North Central Texas Council of Governments**  
616 Six Flags Drive  
Arlington, Texas 76011

**Project Manager:**  
Vickie Morris, P.E.  
Project Engineer  
[vmorris@nctcoq.org](mailto:vmorris@nctcoq.org)  
(817) 695-9136

##### **PERFORMING PARTY**

City of Denton  
401 North Elm  
Denton, Texas 76201

**Project Manager:**  
Farhan Butt, Ph.D., P.E., M. ASCE  
Deputy Director, Transportation Services  
[farhan.butt@cityofdenton.com](mailto:farhan.butt@cityofdenton.com)  
(940) 349-7774

##### **FUNDING AGENCY**

**Texas Department of Transportation**  
6230 E. Stassney Lane  
Austin, Texas 78744

**Project Manager:**  
Shannon Hawkins  
MPO Planning Coordinator  
[shannon.hawkins@txdot.gov](mailto:shannon.hawkins@txdot.gov)  
(682) 999-6584

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS  
AND  
CITY OF DENTON  
FOR  
IMPLEMENTATION OF THE WORK ZONE DATA EXCHANGE 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 **March 21, 2024**, the RTC approved funding for implementation of the Work Zone Data Exchange Program; and,

**WHEREAS**, on **September 12, 2024**, the RTC approved the criteria for the competitive selection of participants in the Work Zone Data Exchange Program; and,

**WHEREAS**, on **February 13, 2025**, the RTC approved the selection of participation in the Work Zone Data Exchange Program; and,

**WHEREAS**, the North Central Texas Council of Governments selected the City of Denton as part of the Work Zone Data Exchange Program; and,

**WHEREAS**, on **May 22, 2025**, the Executive Board in its capacity as the RTC'S fiduciary agent, authorized NCTCOG to enter into agreements with City of Denton as part of the Work Zone Data Exchange 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 Denton, hereinafter referred to as “**PERFORMING PARTY**”. **NCTCOG** and the **PERFORMING PARTY** 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.** **NCTCOG** will reimburse the **PERFORMING PARTY’S** eligible costs as outlined in the Scope of Work under the conditions in this Agreement not to exceed the Maximum Award Amount of **two hundred ninety-nine thousand eight hundred dollars (\$299,800)**. The actual amount of reimbursement may be less than the maximum Award Amount and will be determined under the conditions of this Agreement. The **PERFORMING PARTY** shall be responsible for any costs in excess of the maximum Award Amount.

2.2 **Source of Funds.** The source of funds for this Agreement is United States Department of Transportation (USDOT) Surface Transportation Block Grant Program funds and Transportation Development Credits, hereinafter referred to as “Funding Program”. The **PERFORMING PARTY** agrees to comply with any and all requirements associated with the Funding Program. **NCTCOG** and the Texas Department of Transportation (TxDOT) executed an Agreement on April 15, 2025, for **two million five hundred thousand dollars (\$2,500,000)** to support the DFW Automated Vehicle Work Zone Project.

2.3 **Indirect Costs.** The **PERFORMING PARTY’S** eligible Indirect Cost rate under this agreement is **zero percent (0%)**.

2.4 **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 **PERFORMING PARTY** shall ensure compliance with funding agency requirements set forth in Appendix B.

## ARTICLE 3. SCOPE OF WORK

3.1 **Scope of Work.** **NCTCOG** will provide reimbursement to the **PERFORMING PARTY** for the **PERFORMING PARTY’S** improvements under this Agreement, implemented through the Project, as more fully set out in the Scope of Work submitted by the **PERFORMING PARTY**. The **PERFORMING PARTY’S** Scope of Work is attached as Appendix A (the Project) and is incorporated herein. If there is a conflict between this Agreement and the application, this Agreement prevails.

3.2 **Scope of Work Changes.** Changes to the Scope of Work must be agreed to by both Parties in writing.

3.3 The **PERFORMING PARTY** shall complete the Scope of Work by **July 30, 2028**.

#### **ARTICLE 4. TERM**

4.1 **Term.** This Agreement shall take effect on the date executed by the Parties and shall remain in effect until it is terminated. This Agreement shall automatically terminate upon completion of the Project.

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.** 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**. **NCTCOG** may deem a Request for Reimbursement incomplete if the data and/or documentation are incomplete or improper, or if the **PERFORMING PARTY** 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.

5.2 **Reimbursement.** The **PERFORMING PARTY** will submit a Request for Reimbursement upon completion of Scope of Work deliverables, as outlined in Appendix A. **PERFORMING PARTY** may request reimbursement of the deliverables for each task. Request for Reimbursement is due within **fifteen (15)** days of completion of the scope. The **PERFORMING PARTY** shall submit its Reimbursement Request to **NCTCOG** at [TRGrants@nctcoq.org](mailto:TRGrants@nctcoq.org). Requests for Reimbursement shall include the **PERFORMING PARTY** 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.

Prior to submittal of final reimbursement request, **PERFORMING PARTY** will provide to **NCTCOG** proof of receipt or other asset-related requirements for assets purchased through this Agreement.

5.3 **Certifying Official.** As detailed in 5.2, the **PERFORMING PARTY** is required to provide signed invoices. The individual noted below has the authority, on behalf of

the **PERFORMING PARTY**, to certify and serve as the signatory on invoices related to this project. Any changes to the certifying official notated below shall be submitted within **seven (7)** days to [TRgrants@nctcoq.org](mailto:TRgrants@nctcoq.org). 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: Charlie Rosendahl

Title: Deputy Director, Business Services and Operations

- 5.4 **Eligible Expenses.** Costs incurred by the **PERFORMING PARTY** 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.
- 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. **NCTCOG** shall provide the **PERFORMING PARTY** 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 the **PERFORMING PARTY**.
- 5.6 **Return of Funds.** The **PERFORMING PARTY** agrees to return funds received from **NCTCOG** for reimbursement under this Agreement where the **PERFORMING PARTY** has failed to comply with the requirements set forth in this Agreement.
- 5.7 **Reporting.** The **PERFORMING PARTY** agrees to report expenses incurred annually to support **NCTCOG** fiscal year accounting reconciliation. Reports must be submitted timely following request by **NCTCOG**.

## **ARTICLE 6. PROCUREMENT AND PROPERTY MANAGEMENT**

- 6.1 **Procurement Standards.** The **PERFORMING PARTY** agrees that its purchase of equipment/technology under this Agreement will comply with the procurement standards and requirements 2 CFR Part 200.317-326. **NCTCOG** may require the **PERFORMING PARTY** to submit its procurement procedures and a written code of conduct prior to commencing the procurement for approval. If the **PERFORMING PARTY** fails to meet these requirements **NCTCOG** may deny

reimbursement requests. If such failure is determined after reimbursement has been made, the **PERFORMING PARTY**, agrees to return reimbursed funds that were not in compliance with these requirements, whether determined by **NCTCOG**, the State, or the USDOT or its agents. The **PERFORMING PARTY** shall provide **NCTCOG** a written certification of compliance with 2 CFR 200.317-.326 prior to purchasing any equipment/technology under this agreement.

- 6.2 **Equipment Use, Management, and Disposition.** The **PERFORMING PARTY** 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 **PERFORMING PARTY** agrees to provide **NCTCOG** reasonable information concerning the use and condition of the equipment upon request. The **PERFORMING PARTY** shall also maintain an inventory of assets purchased for the project to be provided to **NCTCOG** upon request.
- 6.3 **Inspections.** The **PERFORMING PARTY** agrees to perform field inspections at appropriate intervals to be determined by the **PERFORMING PARTY** to ensure project compliance with the standards and procedures established by the **PERFORMING PARTY'S** governing body. Copies of such reports shall be provided to **NCTCOG** upon request. **NCTCOG** will monitor the progress of the Project through review of progress reports, on-site reviews, and communication with the **PERFORMING PARTY**.

## **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 **PERFORMING PARTY** 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 a reasonable time of the existence of such force majeure.

**8.3 Property Insurance.** The **PERFORMING PARTY** 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 **PERFORMING PARTY** 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**

**Physical Address:**

Michael Morris, P.E.  
Transportation Director  
616 Six Flags Drive  
Arlington, Texas 76011

**NCTCOG Project Manager**

Vickie Morris, P.E.  
Project Engineer  
616 Six Flags Drive  
Arlington, Texas 76011

**PERFORMING PARTY**

**Mailing Address:**

City of Denton  
401 N. Elm  
Denton, Texas 76201

**Project Manager:**

Farhan Butt, Ph.D., P.E., M. ASCE  
Deputy Director, Transportation Services  
Department of Development Services  
401 N. Elm  
Denton, Texas 76201

- 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.** The **PERFORMING PARTY** 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.
- 8.9 **511DFW.** The **PERFORMING PARTY** agrees to (i) report any data that it shares with 511DFW via a mutually agreed upon reporting method, and (ii) provide **NCTCOG** upon request recommendations for how to improve 511DFW or workzone reporting for the region.
- 8.10 **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.nctcoq.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

**ARTICLE 9. ACCESSIBILITY AND MAINTENANCE OF RECORDS**

- 9.1 **Maintenance.** The **PERFORMING PARTY** 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 **seven (7)** 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.** The **PERFORMING PARTY** 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 **one million dollars (\$1,000,000)** 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.** The **PERFORMING PARTY** shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, in compliance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; and Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.

**11.2 Davis-Bacon Act.** The **PERFORMING PARTY** agrees to comply with all applicable provisions of 40 USC §3141 – 3148.

**11.3 Contract Work Hours and Selection Standards.** The **PERFORMING PARTY** 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.** The **PERFORMING PARTY** 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.** The **PERFORMING PARTY** 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.** The **PERFORMING PARTY** 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. The **PERFORMING PARTY** shall incorporate required provisions in any subcontract entered into as part of this Contract".

**11.7 Restrictions on Lobbying.** The **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR §200.450. The **PERFORMING PARTY** shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding **one hundred thousand dollars (\$100,000)**. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. See Appendix C.

**11.8 Procurement of Recovered Materials.** The **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR §200.323.

**11.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 CFR Part 200, including §200.216 and §200.471, **NCTCOG** is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The **PERFORMING PARTY** agrees that it is not providing **NCTCOG** with or using telecommunications or video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. The **PERFORMING PARTY** shall certify its compliance through execution of this Agreement. The **PERFORMING PARTY** shall pass these requirements down to any of its contractors funded under this Agreement. The **PERFORMING PARTY** shall notify **NCTCOG** if the **PERFORMING PARTY** cannot comply with the prohibition during the performance of this Agreement.

**11.10 Domestic Preference.** As appropriate and to the extent consistent with law, the **PERFORMING PARTY** should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**11.11 Termination For Convenience.** The **PERFORMING PARTY** may terminate the agreement for its convenience in whole or in part at any time without cause, upon

**thirty (30)** days written notice. Upon termination for convenience, the vendor will be entitled to payment for goods or services satisfactorily performed or delivered.

**11.12 Trafficking In Persons.** The **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR §175.15. **NCTCOG**, the **PERFORMING PARTY**, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the **PERFORMING PARTY** (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. **NCTCOG** must notify the Federal award agency immediately if any information received from the **PERFORMING PARTY** indicates a violation of the applicable prohibitions.

**11.13 Build America, Buy America.** The **PERFORMING PARTY** agrees to comply with all Build America, Buy America (BABA) requirements under 23 USC 313, 2 CFR 200.184 and 2 CFR 200.322 for the purchase, acquisition, or use of goods, products, or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The **PERFORMING PARTY** must provide a Certification, example Certification document attached as Appendix D, completed by the manufacturer or demonstrate that the Federal Highway Administration has granted a waiver of the BABA requirements.

**11.14 Internal Controls.** The **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR 200.303, including reasonable cybersecurity and other measures to safeguard information.

**11.15 Whistleblower Compliance.** The **PERFORMING PARTY** agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. **NCTCOG**, the **PERFORMING PARTY**, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. **NCTCOG** and the **PERFORMING PARTY** must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

## **APPENDICES**

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

**Appendix A:** Scope of Work

**Appendix B:** Flowdown Provisions from the Texas Department of Transportation

**Appendix C:** Lobbying Certification and Disclosure of Lobbying Activities

**Appendix D:** Build America Buy America Certification

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

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

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Todd Little  
Executive Director

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Date

**CITY OF DENTON**

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Sara Hensley  
City Manager

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Date

## **APPENDIX A** **SCOPE OF WORK**

The City of Denton's Work Zone Data Exchange Project intends to implement the NueGOV platform for use by the various public works divisions. The platform will provide a clear, digitized work zone process to capture closures throughout the city, update the work zone status in real-time, and provide alternate routes if necessary. In addition, Denton County Transit Authority (DCTA) transit routes will be incorporated into the platform so the alerts can be generated based on work zone status changes. This project will provide a WZDx Specification 4.x compliant feed to the 511DFW and Transportation System Management and Operations (TSMO) Data Hub, which then will provide a single, consolidated feed that will be registered with US DOT.

The project implementation includes four primary tasks. Below is a detailed description of each task and timeline for completion and budget.

### **Task 1 - Project Initiation and Coordination**

The City's Public Works Department will be the project champion and will lead the project. Navjoy will hold a Kick-off meeting with all the relevant stakeholders including: Traffic Operations, Streets, Water/Wastewater, Parks & Recreation, Capital Projects, Denton Municipal Electric, NCTCOG and Other stakeholders as identified. The purpose of the kick-off meeting is to provide overview of project, goals and objectives, secure support for the project and also develop a good understanding of current operations and systems being used as it pertains to projects and work zone activities. As part of project initiation, working with the City, Navjoy anticipates at least 3 meetings

1. Meeting with City staff – Navjoy will meet with IT / GIS staff to discuss integration to City website and format needs.
2. Meeting with TxDOT District – Navjoy will meet with TxDOT district to understand existing work zone data feed.
3. A memo on Project initiation and Coordination effort, providing discussion on meeting discussions, information on current operations and systems, existing GIS feed for Capital Improvement Projects, DCTA and TxDOT's requirements, conclusions, recommendations, and action items from this step with timelines.

Task 1 Deliverable(s): Kick-Off Meeting Minutes (1), Memo and Meeting Notes (3), Timeline: 12 Weeks and Cost: \$60,800

### **Task 2 - Project Management and Task Assignments**

As part of Project Management, Navjoy will hold status update meetings with City project manager every 2 weeks to discuss project progress, challenges and resolutions. Navjoy anticipates meeting with the stakeholders at meaningful milestones. This ensures that stakeholders remain engaged and to demonstrate project progress.

The task assignments may include analysis of:

- Current operations and systems
- City's GIS feed for Capital Improvement Projects
- DCTS's requirements and transit route information
- TxDOT's work zone data feed and usability for City

As part of this task, Navjoy may have follow-up meetings with stakeholders for clarifications or additional information. This may include meetings with DCTA, TxDOT, NCTCOG or other vendors associated with stakeholders. The detailed analysis will be reviewed by Navjoy's development team to identify and address potential solutions for each analysis. These will be reviewed with

City project manager and stakeholders to ensure that there are no gaps and that all concerns are being sufficiently addressed.

Task 2 Deliverable(s): Current operations & business flows memo, Detailed analysis memo, Conclusion and Recommendations memo including Action Items for deliverables with timelines, etc., and Meeting notes for all City meetings and TxDOT, Timeline: 16 Weeks and Cost: \$76,800

#### Task 3 - Project Delivery

Based on the comprehensive analysis, Navjoy development team working with Navjoy project manager will configure the NueGOV platform to the City's needs. The Navjoy project team will follow an agile process to ensure development and feedback occur in an iterative manner.

Working with the City, Navjoy will develop a detailed implementation plan and schedule. Based on previous implementation experience, Navjoy recommends a phased roll out of the platform. This ensures that there are no big surprises during each phase. Navjoy will configure the solution in the staging environment and do internal walk throughs first and then include City project manager.

Task 3 Deliverable(s): NueGOV Platform including APP configured to City needs, Web based work zone location portal for City staff, Training Materials including presentations, memo on guidelines for the application users, and user manuals, Timeline: 68 Weeks and Cost: \$123,600 +NueGOV Platform - \$24,500

#### Task 4 – Project Implementation Support and Client Satisfaction

During this task, there will be quarterly check-ins with the City project manager to ensure clients satisfaction and gather inputs on enhancements and process improvements. In addition, training & support will be provided all throughout the task duration.

Task 4 Deliverable(s):, Quarterly engagement email summaries, Lessons learned/next steps, and Final Project Report covering all aspects of the project including pre-project condition assessment, integration of all memos from Task 1 to Task 4 into the final report, discussion on strategic future directions for the City on potential add-ons for the improvement of the process ),Timeline: 60 Weeks and Cost: \$14,100

Total project duration: 156 Weeks (3 years)

Total project cost: \$299,800

#### **Expectation of Costs by Project Month**

<b>Task</b>	<b>Timeframe</b>	<b>Cost: per month</b>	<b>Total per task</b>
1	Months 1-3	\$20,267	\$60,800
2	Months 4-7	\$19,200	\$76,800
3	Months 8-26	\$7,794	\$148,100
4	Months 27-36	\$1,410	\$14,100
	<b>Total</b>		<b>\$299,800</b>

## APPENDIX B

### **FLOWDOWN PROVISIONS FROM THE TEXAS DEPARTMENT OF TRANSPORTATION**

#### **1. Civil Rights Compliance**

- a. Compliance with Regulations: The **PERFORMING PARTY** will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the United States Department of Transportation (USDOT), the Federal Highway Administration (FHWA), the Texas Department of Transportation ("the State"), as they may be amended from time to time, which are herein incorporated by reference and made part of this Contract.
- b. Nondiscrimination: The **PERFORMING PARTY**, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **PERFORMING PARTY** 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 the **PERFORMING PARTY** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the **PERFORMING PARTY** 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: The **PERFORMING PARTY** will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the **PERFORMING PARTY** is in the exclusive possession of another who fails or refuses to furnish this information, the **PERFORMING PARTY** will so certify to **NCTCOG**, the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the **PERFORMING PARTY'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 the **PERFORMING PARTY** under the Contract until the **PERFORMING PARTY** complies and/or
  - ii. cancelling, terminating, or suspending of the Contract, in whole or in part.
- f. Incorporation of Provisions: The **PERFORMING PARTY** will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The **PERFORMING PARTY** 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 the **PERFORMING PARTY** becomes involved

in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the **PERFORMING PARTY** may request the State to enter into such litigation to protect the interests of the State. In addition, the **PERFORMING PARTY** 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. The **PERFORMING PARTY** 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 (USDOT)-assisted Contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The **PERFORMING PARTY** shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-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 USDOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.*

## **3. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement the **PERFORMING PARTY**, 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).
- 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. 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.).

By accepting this Agreement, the **PERFORMING PARTY** certifies they comply with this provision.

**APPENDIX C**  
**LOBBYING CERTIFICATION**  
**AND DISCLOSURE OF LOBBYING ACTIVITIES**

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding **one hundred thousand dollars (\$100,000)** at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of **one hundred thousand dollars (\$100,000)** to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: 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.

As a recipient of a federal grant exceeding **one hundred thousand dollars (\$100,000)**, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix C.1 that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with **NCTCOG** a disclosure form, set forth in Appendix C.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**APPENDIX C.1**  
**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 **ten thousand dollars (\$10,000)** and not more than **one hundred thousand dollars (\$100,000)** for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

TxDOT  
1-91TPFS

## **APPENDIX C.2**

### **DISCLOSURE OF LOBBYING ACTIVITIES**

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See instructions for public burden disclosure)**

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:
<input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
<input type="checkbox"/> Prime <i>known</i>		<input type="checkbox"/> Tier _____ <i>if known</i>		Congressional District, <i>if known</i> :
6. Federal Department Agency:		7. Federal Program Name/Description:  CFDA Number if applicable: _____		
8. Federal Action Number, <i>if known</i> :		9. Award Amount, <i>if known</i> :  \$ _____		
10. a. Name and Address of Lobbying Entity ( <i>if individual, last name, first name, MI</i> ):		b. Individuals Performing Services (including address if different from No. 10a) ( <i>last name, first name, MI</i> ):  (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment ( <i>check all that apply</i> ):  \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment ( <i>check all that apply</i> ):  <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of payment ( <i>check all that apply</i> ):  <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind specify: nature _____  value				
14. Brief Description of Services Performed or to be Performed and Date(s) of Service including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:  (attach Continuation Sheet(s) SF-LLL-A, if necessary)				
15. Continuation sheet(s) SF-LLL-A attached:		<input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____  Print Name: _____  Title: _____  Telephone: _____ Date: _____		

## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. 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 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 a covered Federal 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. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal 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 Federal action.
4. Enter the full name address city, state and zip code of the reporting entity. Include Congressional District if known. 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 Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1.) If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for Federal 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 Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal 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 40 to influence the covered Federal action.  
(b) Enter the full names of the individual(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 Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employees, or Member(s) of Congress that were contacted.
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. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

**DISCLOSURE OF LOBBYING ACTIVITIES**

**CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local  
Reproduction

Standard Form - LLL-A

**APPENDIX D**  
**BUILD AMERICA BUY AMERICA CERTIFICATION**

The North Central Texas Council of Governments (**NCTCOG**) requires Contractors to use iron, steel, manufactured goods, and construction materials that are produced in the United States in a manner that complies with the Build America, Buy America (BABA) requirement for projects that involve the construction, alteration, maintenance, or repair of equipment. For more information about BABA requirements and authorization, visit the Federal Highway Administration (FHWA)'s website: [www.fhwa.dot.gov/construction/contracts/buyam\\_qa.cfm](http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)

As a bidder for the project listed above, I certify that I have read, understand, and will comply with the "Build America, Buy America" provisions as required by federal law. Furthermore, I understand that BABA provisions apply to any and all portions of this project, including subcontracted portions and that I certify to the best of my knowledge and belief that I will identify domestic sources of BABA-covered products, provide verification documentation for BABA-compliance, and when needed provide waiver documentation per current FHWA or Texas Department of Transportation guidance.

Cost Recovery: In the event that the products do not meet the necessary compliance standards, **NCTCOG** reserves the right to enforce corrective measures upon the Contractor or subcontractor, as mutually agreed upon, to remedy the non-compliant products.

*I understand that a false statement on this certification may be grounds for rejection or termination of any award. I acknowledge that by signing this certification, I commit to adhering to NCTCOG'S requirements regarding the submission of compliance evidence and ensuring that subcontractors also comply with BABA provisions.*

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Signature of Certifying Official

Date

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Printed Name and Title of Certifying Official

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Name of Company