

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification 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.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

29. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

Name

Printed Name and Title

Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date

CSJ #0914-00-302, 0914-00-306
0914-00-309
District # 14
Code Chart 64 #02100
ARRA Signal Project
CFDA # 20.205

ATTACHMENT A

Resolution or Ordinance

CSJ #0914-00-302, 0914-00-306
0914-00-309
District # 14
Code Chart 64 #02100
ARRA Signal Project
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ATTACHMENT B

Location Map Showing Project

ATTACHMENT C**Budget and Description**

The Local Government will participate in the cost of the installation or upgrades of a traffic signals at the locations as shown on Attachment B, which are off and on-system locations. The American Recovery and Reinvestment Act of 2009 funding (ARRA) will be applied first to the construction cost of the project. The ARRA funding will be reimbursed at 100% to the maximum participation amount of \$2,400,000. The ARRA reporting requirements will apply to the construction bid items specifically identified for receipt of ARRA funding. The Local Government's estimated participation of the Project will be the balance of the construction bid item costs. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
0914-00-306: Construction of Traffic Signals or Upgrades to signals (On-system) RM 620 @ El Salido . RM 620 @ Hatch RM 620 @ Lake Creek RM 620 @ Anderson Mill Blvd FM 1626 @ South First	\$750,000		\$750,000		\$0		\$0
0914-00-302: Construction of Traffic Signals or Upgrades to signals (Off-system) Spicewood @ Scotland Wells Spicewood @ Four Irons Anderson Mill @ Spicewood Anderson Mill @ Pecan Creek Avery Ranch @ Roy Butler	\$750,000		\$750,000		\$0		\$0
0914-00-309: Construction of Traffic Signals or Upgrades to signals (Off-system) Escarpment @ Hillside Congress @ Gibson Congress @ James Cesar Chavez @ Pedernales Slaughter @ Francia	\$900,000		\$900,000		\$0		\$0
Subtotal	\$2,400,000		\$2,400,000		\$0		\$0
Direct State Costs (including plan review, inspection and oversight applied to off-system projects only) 2%	\$33,000		\$0		\$0		\$33,000
Indirect State Costs (no local participation required except for service projects)	\$0		\$0		\$0		\$0
TOTAL	\$2,433,000		\$2,400,000		\$0		\$33,000

Direct State Cost will be based on actual charges.

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It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.