

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
DEPARTMENT OF PUBLIC WORKS**

TO: Mayor and City Council

FROM: Thomas G. Wendorf, P.E., Director of Public Works

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer, Jason E. Cosby, P.E., Peter Zaroni, Andrew Martin, Milo D. Nitschke, Emil Moncivais; File

SUBJECT: Agreement with the Metropolitan Planning Organization (MPO) authorizing funding for temporary staffing in connection with the MPO 2004-06 Unified Planning Work Program

DATE: September 2, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager or her designee to enter into a Funding Agreement with the Metropolitan Planning Organization (MPO) whereby the City will receive reimbursement for expenses from the MPO not to exceed \$130,000 to fund one staff position – Hike and Bike Coordinator – for two years. The position will provide for the performance of various transportation planning tasks and studies as part of the MPO's Unified Planning Work Program (UPWP) for Fiscal Years 2005 and 2006. This ordinance will approve the Funding Agreement with the MPO, adopt the program budget, and approve the personnel complement.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

City staff support of the MPO's planning process is essential for the coordination and implementation of local transportation planning programs. City staff involvement in the planning process includes participation on committees and task forces that address diverse issues such as pedestrian and bicycle traffic planning, land use and transportation planning, corridor planning, air quality, and the coordination of citizen involvement, tasks which are an essential requirement for a coordinated, cooperative and comprehensive planning process.

Federal planning funding is available to the MPO through the Transportation Equity Act for the 21st Century (TEA 21). The MPO receives this federal transportation planning funding for pedestrian, bicycle, roadway, and transit planning activities. A portion of these funds are passed through the MPO to transit agencies, such as the City, Bexar County, the Texas Department of

Transportation, VIA Metropolitan Transit, etc. for the purpose of improving these modes of transportation. These planning funds are allocated through the MPO UPWP. Funds in the amount of \$130,000 are currently allocated to bicycle and pedestrian improvements for the City in Fiscal Years 2005 and 2006 and through the UPWP in Fiscal Year 2004-2005.

This ordinance authorizes an agreement between the City and MPO whereby funding will be provided for one Hike and Bike Coordinator (SPC position) for two years. The primary responsibility of the person selected to fill this position will be to assist with coordination of pedestrian and bicycling related projects that are in the MPO's Transportation Improvement Program, in addition to coordinating activities in connection with the City's Hike and Bike Month.

Current projects and positions involving or provided by City staff include:

- Bicycle Master Plan Finalization and Implementation
- Pedestrian and Bicycle facility data collection
- Bicycle Mobility Task Force member
- Pedestrian Mobility Task Force member
- "Safe Routes to School" sidewalk evaluation
- Support for the Metropolitan Transportation Plan
- Hays Street Bridge committee member

POLICY ANALYSIS

The approved program for transportation planning responds to the planning requirements as established in the Transportation Equity Act for the 21st Century (TEA 21), and reflects the City's continuing commitment to an enhanced transportation planning function.

These studies reflect established planning priorities consistent with the City's Master Plan and constitute the City of San Antonio's role in the coordinated transportation planning process of the MPO.

FISCAL IMPACT

The MPO's amended Unified Planning Work Program (UPWP) for Fiscal Years 2005 and 2006 provides the City with a grant of funds in the amount of \$130,000 to fund a full-time staff member for two (2) years, solely devoted to these tasks and others that relate to the MPO's planning process. The City will invoice the MPO for costs in connection with the staff member's salary, benefits and other charges. The MPO has committed to amend the UPWP, as necessary, to supplement the City's allocation to provide funding for this full-time position for the two-year period. Following expiration of the agreement between the City and MPO, future funding will need to be addressed in the FY 06-07 budget process.

COORDINATION

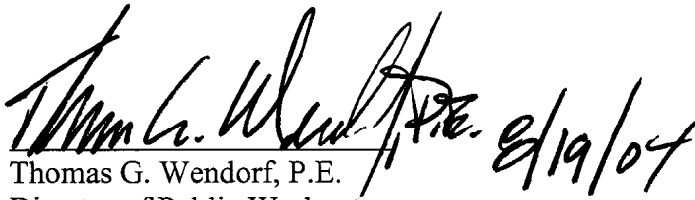
This item has been coordinated with the City Attorney's Office, the Planning Department, the Finance Department, the Office of Management and Budget, and the Metropolitan Planning Organization.

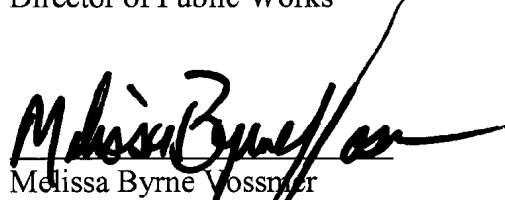
SUPPLEMENTARY COMMENTS

A Discretionary Contracts Disclosure Form is not required.


ATTACHMENT:

1. Funding Agreement


Thomas G. Wendorf, P.E.
Director of Public Works


Melissa Byrne Vossmer
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

ORIGINAL

THE STATE OF TEXAS)(

COUNTY OF BEXAR)(KNOW ALL MEN BY THESE PRESENTS

This contract is made, entered into and executed this _____ day of _____ by and between the San Antonio-Bexar County Urban Transportation Study Steering Committee, hereinafter called the Steering Committee, which is the designated Metropolitan Planning Organization of the San Antonio urbanized area, hereinafter called the MPO, and the City of San Antonio, hereinafter called the City.

WITNESSETH

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the San Antonio urbanized area and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state and local laws, regulations, and ordinances, the MPO has developed and maintains the FY 2004 - 2005 Unified Planning Work Program (UPWP) which outlines work tasks and estimated expenditures; and,

WHEREAS, the latest approved UPWP has been approved by the Steering Committee, the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), and the U.S. Department of Transportation (US DOT), acting by and through the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA); and,

WHEREAS, in the latest approved UPWP, the City has been designated responsible for accomplishing certain work items and funding has been approved to be paid to the City for accomplishing those items; and

WHEREAS, the City desires to perform said items;

NOW, THEREFORE, in consideration of the premises of the mutual covenants and agreements of the parties hereto, the MPO and the City do mutually agree as follows:

AGREEMENT

ARTICLE I

PURPOSE

1.01 This contract stipulates the terms and conditions whereby the City agrees to perform the Scope of Work, affixed hereto as Attachment A and incorporated herein by reference, and the terms and conditions whereby the MPO agrees to reimburse the City for work approved by the Steering Committee, or its designated representative.

ARTICLE II

TERM

2.01 The term of this contract will begin on October 1, 2004, and shall terminate upon the MPO's final approval of work completed by the City or on September 30, 2006, whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided.

ARTICLE III

WORK TO BE PERFORMED

3.01 The City shall undertake with its own personnel and resources or through contractors authorized pursuant to ARTICLE V, Subsection 5.04, the tasks as described in the Scope of Work outlined in Attachment A, which has been made a part of this contract by reference.

3.02 Specifically, the City agrees to perform the tasks described in the Scope of Work and report the work accomplished under each task in accordance with the Scope of Work.

3.03 In the event that the work described and outlined in the Scope of Work includes a requirement for the City to provide certain information on a continuing basis to the MPO beyond the period covered by the latest approved UPWP and/or this contract, the City agrees to provide the information as specified for the time period identified. If the City is unable or unwilling to provide the information as specified, the MPO may invoke the terms and conditions as outlined in ARTICLE IX, of this contract.

3.04 If the City is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, the City shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the City and provide compensation for doing the work on the same basis as the original work or the MPO shall advise the City not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment, approved by the Steering Committee, will be executed. Any amendment so executed must be approved within the contract period specified in Article II.

3.05 When the Scope of Work requires a completed work product, the MPO will review the work as specified in the Scope of Work. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts hereof, the City will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article III, Subsection 3.04.

3.06 If the MPO finds it necessary to require the City to revise completed work to correct errors appearing therein, the City will make such corrections, and no compensation will be paid for the corrections.

ARTICLE IV

PERSONNEL

4.01 The City represents that it has or will secure, and agrees to furnish, personnel with qualifications, skills, and expertise required to perform the Scope of Work. The City will provide all necessary supervision and coordination of activities that may be required to complete the activities described in the approved Scope of Work.

4.02 The City designates Jason E. Cosby, P.E. as the City Project Director. The Steering Committee designates Joanne Walsh as the MPO Project Director.

ARTICLE V

FISCAL MANAGEMENT & DISBURSEMENT

5.01 The maximum amount payable under this contract shall not exceed the amount of one hundred and thirty thousand dollars (\$130,000), as outlined in Attachment B- Budget Summary. Attachment B is hereby incorporated in full in this contract by reference.

5.02 The MPO agrees to reimburse the City for work approved by the Steering Committee, or its designated representative, that is performed in accordance with the approved Scope of Work, within fifteen (15) days after the MPO has received reimbursement for such work from the TxDOT. Reimbursement will not exceed the total budgeted for the City in the approved Budget Summary.

5.03 The City agrees to submit bills monthly utilizing the forms and procedures for submission of bills adopted by the Steering Committee [Forms A, B, D, and E] and attached hereto within thirty (30) days of the end of the month within which the work was performed. The MPO agrees to promptly request reimbursement from TxDOT for monthly bills submitted by the City. Reimbursement under this contract shall be in accordance with applicable federal regulations including Cost Principles, 48 CFR, Chapter 1, Part 31, FAR 31 herein made a part of this contract by reference. Further, to be eligible for reimbursement, a cost must be incurred within the contract period specified in ARTICLE II. All bills submitted by the City will be in accordance with the procedures for the submission of bills as adopted by the Steering Committee and contained in Attachment C. All costs must be supported by source documents which comply with generally accepted accounting practices.

5.04 In the event the City contracts with an individual and/or an organization to perform certain tasks in order to accomplish the Scope of Work, the City agrees to submit any and all contracts for such work to the MPO for approval prior to execution of said contracts and said agreements must contain all required provisions of this contract and must specify that all bills submitted to the City will be in accordance with the procedures for the submission of bills as adopted by the Steering Committee and contained in Attachment C. The City will be responsible for all work under this contract even if the work has been subcontracted to another individual and/or organization. The City further agrees to audit, in accordance with the requirements of Office of Management and Budget (OMB) Circular A-133, the work and expenditures of individuals and/or organizations under contract to the City to perform certain tasks in order to accomplish the work outlined in the Scope of Work.

5.05 The City agrees that the expenditures of funds by the City under this contract shall be audited as a part of the annual audit performed on the City by an independent auditor. The audit, with respect to the funds under this contract, shall be performed in accordance with the requirements of OMB Circular A-133. The audit report will include the City's expenditures and revenues from the MPO for the same time period as the MPO's fiscal year. The City agrees to maintain all fiscal records and supporting documentation for a period of four (4) years after the audit has been accepted by TxDOT, FHWA, and FTA. The City further agrees that, in the event, any expenditures under this contract are found to be ineligible for reimbursement by the original audit, and/or any subsequent audits performed within the four (4) years following acceptance of the original audit, the City will reimburse the MPO for those expenditures declared ineligible within ninety (90) days after being notified in writing of the findings.

5.06 Authorization for expenditure of funds under this contract is contingent upon funding by the appropriate agencies of the US DOT and TxDOT.

In the event that funds provided by and/or through the US DOT are not made available, withdrawn in whole or in part, and/or cancelled for whatever reason such that the Scope of Work will not be completed, this contract will be terminated effective the date of said termination of funds, in such event:

- a. The MPO shall give notice to the City in writing within thirty (30) days of being advised of any funding cutback affecting this contract.
- b. The City agrees that upon receipt of such notice, the conditions and requirements outlined in ARTICLE IX, Subsection 9.01, will be accomplished by the City.

5.07 In the event that it becomes necessary to amend the City's budget for this contract, the MPO and the City agree that such amendments must have the mutual concurrence of both parties. In the event that both parties cannot reach mutual agreement, the provisions outlined in ARTICLE IX, Subsection 9.01, may be applied.

ARTICLE VI

REPORTING REQUIREMENTS

6.01 The City shall submit to the MPO monthly progress reports with their monthly bills. These reports shall outline work accomplished during the previous month for the City's work under this contract. These reports [Form C format attached hereto] will include, but not be limited to, the percentage of completion of the overall work items and each work phase, special problems or delays encountered or anticipated, changes in the estimated value of each phase of work, the anticipated work activities for the next month, and a brief description of work accomplished for each work item.

6.02 In accordance with the Scope of Work, the City will submit 30 copies of all technical memorandums documenting the data analysis and findings of the work to that point in time.

6.03 Upon completion of the Scope of Work, the City will submit 60 draft copies of the final report or final technical report which documents all steps of the study process with supporting data to the MPO. Within 30 days after acceptance by the Steering Committee, the City will furnish the MPO with a specified number, not to exceed 50, of the final, bound report and a

camera ready original of the report. The MPO will also be furnished all text on 3.5" disk in WordPerfect 5.0 or greater or Microsoft Word and all computer generated graphics will be provided in a format compatible with the following system/software: Autocad, Version 10 or greater, ARC/INFO, or Integraph.

ARTICLE VII

PROCUREMENT STANDARDS

7.01 The City shall use its own procurement standards provided that those standards meet or exceed the requirements of OMB Circular A-102, Attachment O.

7.02 In the event the City contracts with an individual and/or an organization to perform certain tasks in order to accomplish the Scope of Work, the City agrees to follow the San Antonio-Bexar County Metropolitan Planning Organization's Contracting Procurement Procedures, to the extent allowed by law.

ARTICLE VIII

DISPUTES

8.01 The City shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered in support of contract work.

8.02 The MPO shall act as referee in all disputes regarding non-procurement issues, and the MPO's decision shall be final and binding subject to review and approval by the TxDOT, FHWA, and FTA.

ARTICLE IX

TERMINATION

9.01 This contract may be terminated in whole or in part by either party hereto whenever such termination is found to be in the best interests of either party. Termination shall be effected by the conveyance of a written notification thereof to the other party at least thirty (30) days in advance of the effective date of the termination. In the event either party to this contract terminates this contract, the City agrees to the following:

- a. Stop work under the contract on the date and to the extent specified in the notice of termination.
- b. Place no further orders of subcontracts except as may be necessary for completion of the work not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by notice of termination.
- d. Submit to the MPO their termination claim within sixty (60) days of the effective date of termination. The termination claim shall not exceed the

total amount of funds authorized in this contract less the estimated cost of the work not completed and the amount of payments previously made.

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

9.03 This contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed by either party and shall be cumulative.

9.04 Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the City shall be covered by the provision of ARTICLE XIX under this contract with respect to ownership.

9.05 Except with respect to defaults of subcontractors, the City shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the City to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the City. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the City.

ARTICLE X

NON-DISCRIMINATION

10.01 It is mutually agreed that all parties hereto shall be bound by the provisions of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, Title 23, Code of Federal Regulations, Part 200. In furtherance of the requirements of Title 49, a copy of "Notice to Contractors--Compliance with Title VI of the Civil Rights Act of 1964 for Federal Aid Contracts", is made a part hereof.

10.02 It is the policy of the US DOT that Minority Business Enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, Minority Business Enterprise requirements of 49 CFR Part 26, as amended, apply to this contract as follows:

The City agrees to insure that Minority Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the City shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

The City and any subcontractors shall not discriminate on the basis of race, color, national origin, religion, age, sex, or disability in the award and performance of contracts funded in whole or in part with Federal funds. These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of

contract and, after written notification from the MPO, may result in termination of the contract by the MPO or other such remedy as the MPO deems appropriate.

10.03 The City, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, religion, age, sex, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by Section 23 and Part 200 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

10.04 In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the City of the City's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, age, sex, or disability.

10.05 The City shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TxDOT or the US DOT to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish information, the City shall so certify to the TxDOT or the US DOT, as appropriate, and shall set forth what efforts it has made to obtain the information.

10.06 In the event of the City's noncompliance with the non-discrimination provisions of this contract, the TxDOT shall impose such contract sanctions as it or the US DOT may determine to be appropriate, including but not limited to:

- withholding of payments to the City under the contract until the City complies, and/or
- cancellation, termination, or suspension of the contract in whole or in part.

10.07 The City shall include the provisions of Subsections 10.01 through 10.06 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The City shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the City becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the City may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI

EQUAL EMPLOYMENT OPPORTUNITY

11.01 The City agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

ARTICLE XII

INDEMNITY

12.01 The City agrees to be responsible for all claims and liabilities due to the negligent acts or omissions of the City, its agents or employees while performing this contract. The City also agrees to be responsible for any and all expenses incurred by the City in litigation or otherwise resisting such claims or liabilities as a result of any negligent activities of the City, its agents or employees only.

ARTICLE XIII

GOVERNING LAW

13.01 This contract shall be governed by the law of the State of Texas and all obligations hereunder of the parties are performable in Bexar County.

ARTICLE XIV

AMENDMENT

14.01 No provision of this contract shall be deemed waived, amended, or modified by either party unless and until such waiver, amendment, or modification is in writing, approved by the MPO, TxDOT, and the US DOT before additional work may be performed or additional costs incurred which will be eligible for reimbursement, and signed by the party against whom it is sought to be enforced.

14.02 Changes in the scope, objectives, character, cost or complexity of the work as approved in the latest approved UPWP must be submitted in writing and must be approved by the MPO and the US DOT before additional work may be performed or additional costs incurred which will be eligible for reimbursement. Said charges must be approved by the MPO prior to submittal to the US DOT.

ARTICLE XV

PRECEDENCE OF AGREEMENT

15.01 This contract constitutes the sole and only agreement between the parties hereto for 23 USC Section 104(f) and 49 USC Section 5301 et seq. funds, and supersedes any prior understanding, written or oral, between the parties respecting the matters herein contained.

ARTICLE XVI

GENDER

16.01 Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

ARTICLE XVII

LEGAL CONSTRUCTION

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

ARTICLE XVIII

SANCTIONS

18.01 In the event the City does not accomplish the Scope of Work and is unable or unwilling to provide satisfactory cause to the MPO as to the reasons and/or justifications for not accomplishing the work, the MPO reserves the right to impose one or both of the following sanctions on the City:

- a. Retain a percentage of current and/or future reimbursements to the City until the City satisfactorily completes the work. The percentage to be retained will be determined by the MPO.
- b. Require a reimbursement from the City of funds expended under this contract in an amount not to exceed the amount reimbursed to the City in the study which the City has failed to satisfactorily complete. The exact amount to be reimbursed to the MPO will be determined by the MPO.

ARTICLE XIX

OWNERSHIP OF WORK PRODUCT

19.01 It is agreed that the MPO, TxDOT, and the US DOT shall own any and all information in whatsoever form and character produced in accordance with this contract. It is expressly agreed that the information, data, written information, or other work produced, collectively "the work", which is produced pursuant to this contract shall be considered a work made for hire, having been specifically ordered or commissioned for use as a contribution to a collective work, as a supplementary work, as a compilation, or as an information, and/or other work produced under this contract shall be furnished to the MPO upon request.

19.02 The MPO, TxDOT, and the US DOT shall, with regard to any reports or other products produced under this contract, have the royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.

19.03 The City agrees not to release data or information about the results of the study to any person outside the MPO without first obtaining written authorization to release such information from the MPO.

ARTICLE XX

ACKNOWLEDGEMENT OF FUNDING SOURCE

20.01 The City shall give credit to the US DOT, TxDOT, and the MPO as the funding source in all oral presentations, written documents, publicity, and advertisement regarding any activities which ensue from this contract.

ARTICLE XXI

PROHIBITED INTEREST

21.01 No member of or delegate to the Congress of the United States shall be admitted to any share or part of the contract or to any benefit arising therefrom. No member, officer, or employee of the MPO during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE XXII

INSPECTION OF WORK

22.01 The MPO, the State of Texas, and the US DOT, and any authorized representative hereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed.

22.02 If any inspection or evaluation is made on the premises of a subcontractor, the City shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE XXIII

NONCOLLUSION

23.01 The City warrants that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. If the City breaches or violates this warranty, the MPO shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

ARTICLE XXIV

POLITICAL ACTIVITY AND LOBBYING

24.01 No funds provided under this contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State and local legislators.

ARTICLE XXV

DEBARRED BIDDERS

25.01 The City, including any of its officers or holders of a controlling interest, is obligated to inform the MPO whether or not it is or has been on any debarred bidders list maintained by the United States Government. Should the City be included on such a list during the performance of this study, it shall so inform the MPO.

ARTICLE XXVI

ENERGY POLICY

26.01 Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE XXVII

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT REQUIREMENTS

27.01 The City agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and the United States Environmental Protection Agency (US EPA) requirements (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the US EPA list for Violating Facilities. the City shall report violations to FTA and the US EPA Assistant Administrator for Enforcement (ENO329).

ARTICLE XXVIII

COMPLIANCE WITH LAWS

28.01 The City shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the City shall furnish the MPO with satisfactory proof of its compliance therewith.

ARTICLE XXIX

SUCCESSORS AND ASSIGNS

29.01 The MPO and the City each binds itself, its successors, executors, assigns and administrators to the other party to this contract and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. Neither the MPO nor the City shall assign, sublet, or transfer his/her interest in this agreement without written consent of the other.

ARTICLE XXX

SIGNATORY WARRANTY

30.01 The undersigned signatory for the City hereby represents and warrants that he/she is an officer of the organization for which he/she has executed this contract and that he/she has full and complete authority to enter into this contract on behalf of his/her organization.

ARTICLE XXXI

NOTICES

31.01 All notices hereunder shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to the MPO: Administrator
Metropolitan Planning Organization
1021 San Pedro, Suite 2200
San Antonio, Texas 78212

If to the City: City Manager
City of San Antonio
P.O. Box 839966
San Antonio, TX 78283-3966

31.02 The City agrees that all notices concerning work being performed by the City under this contract from the City to the MPO will be signed by the City Manager or the Director of Planning for the City as outlined in the Steering Committee POLICY 3A, SIGNATORY REPORTING REQUIREMENTS. Notices include, but are not limited to, letters, billings, progress reports, status reports, memoranda, etc.

EXECUTED IN DUPLICATE ORIGINALS THIS THE _____ DAY OF _____, A.D., _____.

SAN ANTONIO-BEXAR COUNTY URBAN
TRANSPORTATION STUDY
STEERING COMMITTEE

CITY OF SAN ANTONIO

BY: _____
JOANNE WALSH
MPO DIRECTOR

BY: _____
TERRY BRECHTEL
CITY MANAGER

ATTEST:

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ATTACHMENT A
SCOPE OF WORK

Subtask 3.2 Support for the Planning Process

Objective

Agency staff participation in the MPO's planning process is essential for the coordination and implementation of local transportation planning programs. This subtask allows for agency participation in planning committees and study oversight committees.

Previous Work

UPWP 3.1 Support for the Planning Process (FY 2001)

UPWP 3.1 Support for the Planning Process (FY 2002)

UPWP 3.1 Support for the Planning Process (FY 2003)

Work Elements

1. Includes participation in and development of materials as necessary for planning committees and study oversight committees. Agency staff involvement in the transportation planning process involves participation in planning worksessions and study oversight committees including the following 1) Air Quality Planning, 2) Traffic Signal Re-timing Studies, 3) Congestion Management Task Force, and 4) other committees as necessary. This task also includes agency staff support for the following standing committees: 1) Transportation Steering Committee, 2) Technical Advisory Committee, 3) Bicycle Mobility Task Force, and 4) Pedestrian Mobility Task Force. The City of San Antonio is taking the lead on developing the Regional Bicycle Master Plan for the MPO Study Area. That effort is expected to be complete to be incorporated into the MPO's Metropolitan Transportation Plan.

Products: Monthly Form C reports documenting participation.

Budget: \$60,000

[illegible][illegible]

Subtask 4.1 Support for the Metropolitan Transportation Plan

Objective

To develop, maintain and update a multi-modal Metropolitan Transportation Plan for the San Antonio-Bexar County metropolitan area for a 25-year horizon that meets State and regional air quality goals.

Previous Work

Metropolitan Transportation Plan (1999)
 UPWP 4.1 Metropolitan Plan Update (FY 2001)
 UPWP 4.1 Metropolitan Plan Update (FY 2002)
 UPWP 4.1 Metropolitan Plan Update (FY 2003)

Work Elements

- Agency staff will assist in the development of the Metropolitan Transportation Plan and participate in the public involvement process in support of the Plan Update. Technical assistance may include development and review of target year demographic forecasts, review of future year travel demand networks and model output. Assistance may include mapping assistance, research, drafting, and review of specific Plan elements including, but not limited to, Base Year Conditions (including monitoring and providing updated development information such as plats and electrical connections), Future Year Conditions, Roadway Element, Public Transportation Element, Bicycle Element, Pedestrian Element, Freight Element, Environmental Element, Congestion Management Element, Financial Element, and Regional Bicycle Plan. Agency staff will also assist in public involvement activities associated with the update of the Plan. Activities may include producing materials for use in public meetings and facilitating citizen groups at the public meetings. The City of San Antonio is taking the lead on developing the Regional Bicycle Master Plan for the MPO Study Area. That effort is expected to be complete to be incorporated into the MPO's Metropolitan Transportation Plan.

Product: Draft document sections for inclusion in the MTP.
 Budget: \$25,000

Work Element	Oct 04	Nov 04	Dec 04	Jan 05	Feb 05	Mar 05	Apr 05	May 05	Jun 05	Jul 05	Aug 05	Sept 05
1							Y					Z

Work Element	Oct 05	Nov 05	Dec 05	Jan 06	Feb 06	Mar 06	Apr 06	May 06	Jun 06	Jul 06	Aug 06	Sept 06
1												

Y indicates draft portions of MTP document are due.

Z indicates final portions of the MTP document are due.

ATTACHMENT B
BUDGET SUMMARY

**CITY of SAN ANTONIO
BUDGET SUMMARY
FY 2004-2005**

ITEM	AMOUNT
PERSONNEL	
FRINGE (%)	
INDIRECT (%)	
TRAVEL (INSIDE STUDY AREA)	
TRAVEL (OUTSIDE STUDY AREA)	
CAPITAL	
OFFICE SUPPLIES	
PUBLICATIONS	
PRINTING (IN HOUSE)	
PRINTING (OUT OF HOUSE)	
TOTAL	\$

NAME	TITLE	HOURLY RATE

ATTACHMENT C

BILLING DOCUMENT REQUIRED

CHARGES

DOCUMENTATION REQUIRED

Personnel

Time sheets indicating hours worked per employee per day.

Travel

Reimbursement for travel will be based in each organization's internal policies. Mileage for which an employee is reimbursed should be documented with the following information: date, purpose, and beginning and ending odometer readings.

Telephone

Copies of bills received from the telephone company.

Postage

Receipts for costs incurred.

Supplies

Vouchers, receipts, requests for payment, bills received, etc. which show the items purchased, number purchased and costs. Items that are purchased and used up on a project are considered expendable and classified as supplies.

Contractual Services

Invoice from subcontractor.

ATTACHMENT D
REPORTING FORMS

SAN ANTONIO-BEXAR COUNTY METROPOLITAN PLANNING ORGANIZATION
FORM "A"

SUMMARY OF EXPENDITURES

MONTH/YEAR: _____

AGENCY: _____

<i>FY 2005 and 2006 TASKS & SUBTASKS:</i>	<i>AMOUNT:</i>
TASK 2.0 DATA DEVELOPMENT AND MAINTENANCE	
SUBTASK 2.2 Demographic Forecast Modeling Projects	
SUBTASK 2.3 Geographic Information System Support	
SUBTASK 2.4 Pedestrian and Bicycle Facility Data Collection	
SUBTASK 2.5 On-Board Transit Origin/Destination Survey	
SUBTASK 2.6 Digital Aerial Photography – Year 2005	
TASK 3.0 SHORT RANGE PLANNING	
SUBTASK 3.2 Support for the Planning Process	
SUBTASK 3.3 Air Quality Planning: Transportation Network Analysis	
SUBTASK 3.4 Traffic Signal Re-timing Study (FY 2001)	
SUBTASK 3.5 Traffic Signal Re-timing Study II	
SUBTASK 3.6 Traffic Signal Re-timing Study III	
SUBTASK 3.7 Transportation and Housing Study	
SUBTASK 3.8 Air Quality Planning	
TASK 4.0 METROPOLITAN TRANSPORTATION PLAN	
SUBTASK 4.2 Support for the Metropolitan Transportation Plan	
SUBTASK 4.3 Support for the Metropolitan Transportation Plan: Travel Demand Modeling Assistance	
SUBTASK 4.4 Support for the Metropolitan Transportation Plan: Transit Element	
SUBTASK 4.5 Support for the Metropolitan Transportation Plan: Public Involvement	
SUBTASK 4.6 Support for the Metropolitan Transportation Plan: Freight Element	
TASK 5.0 SPECIAL STUDIES	
SUBTASK 5.2 Congestion Management System (CMS)	
SUBTASK 5.4 Pedestrian Facilities Management System	
SUBTASK 5.5 South Texas Medical Center Microsimulation Model Expansion	
SUBTASK 5.6 Northwest Corridor (Fredericksbur Road) Alternatives Analysis	
SUBTASK 5.7 Regional Travel Survey	
SUBTASK 5.8 Title VI and Environmental Justice Project	
SUBTASK 5.9 Medical Center Transportation Study	
TOTAL	

PREPARED BY: _____

APPROVED BY: _____

SAN ANTONIO-BEXAR COUNTY METROPOLITAN PLANNING ORGANIZATION
FORM "B"
 BREAKDOWN OF EXPENDITURES

MONTH / YEAR:

AGENCY:

FUNDING SOURCE: FHWA / FTA / STATE OF TEXAS

CATEGORY	ITEM	UNIT	RATE	EXPENDITURES(\$)
PERSONNEL	~ include name(s) here; add rows for additional employees if needed ~	~ no. of hours ~	Hourly rate	Hours * rate
FRINGE	FRINGE BENEFIT RATE:			
INDIRECT	INDIRECT RATE:			
TRAVEL & TRAINING	INSIDE STUDY AREA			
	OUTSIDE STUDY AREA			
EQUIPMENT	CAPITAL			
	MAINTENANCE			
SUPPLIES	OFFICE SUPPLIES			
	POSTAGE			
	PUBLICATIONS			
	PRINTING (IN HOUSE)			
CONTRACTUAL	RENT (OFFICE SPACE)			
	TELEPHONE			
	CONTRACT LABOR			
	PROFESSIONAL SERVICES			
	PRINTING (OUT-OF-HOUSE)			
	AUDIT			
COMPUTER				
TOTAL				

SAN ANTONIO-BEXAR COUNTY METROPOLITAN PLANNING ORGANIZATION

FORM "C"

PROGRESS REPORT: 2004 - 2005 Unified Planning Work Program

Agency:
 Subtask:
 Month/Year:
 Total Subtask Amount:

Work Element 1: <i>Provide one sentence description of work element.</i>		
Funding: \$	% of Total Subtask:	Timeline (months):
a. Work Completed this Month:		
b. Next Month's Work Activities:		
c. Problems/Delays:		
d. Changes in Estimated Value:		
Work Element 2: <i>Provide one sentence description of work element.</i>		
Funding: \$	% of Total Subtask:	Timeline (months):
a. Work Completed this Month:		
b. Next Month's Work Activities:		
c. Problems/Delays:		
d. Changes in Estimated Value:		
Work Element 3: <i>Provide one sentence description of work element.</i>		
Funding: \$	% of Total Subtask:	Timeline (months):
a. Work Completed This Month:		
b. Next Month's Work Activities:		
c. Problems/Delays:		
d. Changes in Estimated Value:		
Work Element 4: <i>Provide one sentence description of work element.</i>		
Funding: \$	% of Total Subtask:	Timeline (months):
a. Work Completed This Month:		
b. Next Month's Work Activities:		
c. Problems/Delays:		
d. Changes in Estimated Value:		

Subtask Summary Table				
Work Element	% Completed This Month	% Completed Y-T-D	Expenditures This Month	Expenditures Y-T-D
1	0.00%	0.00%	\$0.00	\$0.00
2	0.00%	0.00%	\$0.00	\$0.00
3	0.00%	0.00%	\$0.00	\$0.00
4	0.00%	0.00%	\$0.00	\$0.00
Total Subtask	0.00%	0.00%	\$0.00	\$0.00

Prepared by: _____

Approved by: _____

SAN ANTONIO-BEXAR COUNTY METROPOLITAN PLANNING ORGANIZATION
FORM "D"

REQUEST FOR LINE ITEM BUDGET AMENDMENT

AGENCY: _____

DATE: _____

FUNDING SOURCE: _____

LINE ITEM		CURRENT BUDGET	PROPOSED AMENDMENT	REVISED BUDGET
PERSONNEL				
FRINGE				
INDIRECT				
OTHER				
TRAVEL/TRAINING	Inside Study Area			
	Outside Study Area			
EQUIPMENT	Capital			
	Maintenance			
SUPPLIES	Office Supplies			
	Postage			
	Publications			
	Printing (In-house)			
CONTRACTUAL	Rent (Office Space)			
	Telephone			
	Contract Labor			
	Professional Services			
	Printing (Out-of-House)			
	Audit			
COMPUTER				
TOTAL				

Administrator Approval: _____

TSC Approval: _____

SAN ANTONIO-BEXAR COUNTY METROPOLITAN PLANNING ORGANIZATION

FORM "E"

ANALYSIS OF EXPENDITURES vs. REIMBURSEMENTS

AGENCY:

2005			2006		
<u>MONTH</u>	<u>EXPENDITURE</u> <u>(from FORM A)</u>	<u>ACTUAL</u> <u>REIMBURSEMENT</u>	<u>MONTH</u>	<u>EXPENDITURE</u> <u>(from FORM A)</u>	<u>ACTUAL</u> <u>REIMBURSEMENT</u>
OCTOBER 2004	_____	_____	OCTOBER 2005	_____	_____
NOVEMBER 2004	_____	_____	NOVEMBER 2005	_____	_____
DECEMBER 2004	_____	_____	DECEMBER 2005	_____	_____
JANUARY 2005	_____	_____	JANUARY 2006	_____	_____
FEBRUARY 2005	_____	_____	FEBRUARY 2006	_____	_____
MARCH 2005	_____	_____	MARCH 2006	_____	_____
APRIL 2005	_____	_____	APRIL 2006	_____	_____
MAY 2005	_____	_____	MAY 2006	_____	_____
JUNE 2005	_____	_____	JUNE 2006	_____	_____
JULY 2005	_____	_____	JULY 2006	_____	_____
AUGUST 2005	_____	_____	AUGUST 2006	_____	_____
SEPTEMBER 2005	_____	_____	SEPTEMBER 2006	_____	_____
TOTAL	_____	_____	TOTAL	_____	_____
	_____	_____		_____	_____
BUDGET		_____		_____	
BUDGET REMAINING		_____		_____	
PERCENT EXPENDED		_____		_____	

Subtask

ORIGINAL
BUDGET

BUDGET
REVISIONS

CURRENT
BUDGET