

**Concho Valley Transit District
RESOLUTION 121014 A**

WHEREAS, the Concho Valley Transit District (CVTD) is the principal provider of public transportation services to the City of San Angelo (COSA) and to the Concho Valley, and

WHEREAS, COSA desires to enter into an Interlocal Cooperation Agreement with CVTD to accomplish the New Freedom Pedestrian Improvement Project, and

WHEREAS, officials of the Concho Valley Transit District feel that it is in the best interest of the citizens of the City of San Angelo, Texas.

Now therefore be it resolved the Board of Directors of the Concho Valley Transit District approve the following:

- 1. The Concho Valley Transit District Board of Directors does hereby accept the Interlocal Cooperation Agreement between CVTD and COSA for the New Freedom Pedestrian Improvement Project.**

Duly adopted at the meeting of the Board of Directors of the Concho Valley Transit District this 10th day of December 2014.

Allen Amos, Chairman

Ralph Sides, Secretary

Date: _____

Date: _____

INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF SAN ANGELO TEXAS (COSA) AND THE CONCHO VALLEY TRANSIT DISTRICT PROVIDING FOR COOPERATIVE EFFORTS TO ACCOMPLISH A TRANSIT-PEDESTRIAN INFRASTRUCTURE IMPROVEMENT PROJECT, AND FOR REIMBURSEMENTS FOR PROJECT EXPENSES DIRECTLY TO COSA FROM NEW FREEDOM GRANT FUNDS DISBURSED THROUGH TEXAS DEPARTMENT OF TRANSPORTATION

THIS INTERLOCAL AGREEMENT, effective the ____ day of _____, 2014, is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between **THE CITY OF SAN ANGELO (COSA)**, a political subdivision of the State of Texas and the **CONCHO VALLEY TRANSIT DISTRICT (CVTD)**, an urban and rural transit district created by the CONCHO VALLEY COUNCIL OF GOVERNMENTS pursuant to Chapter 458 of the Texas Transportation Code, to facilitate the cooperative effort of the parties with the support of the Texas Department of Transportation to accomplish pedestrian-transit access improvements funded out of New Freedom Project Grant Funds.

RECITALS

WHEREAS, Pursuant to the Act, COSA and CVTD are authorized to contract with eligible entities to perform governmental functions in which the contracting parties are mutually interested;

WHEREAS, COSA has created a North and South Tax Increment Reinvestment Zone (TIRZ) for the purpose of making infrastructure improvements;

WHEREAS, CVTD and COSA have been awarded Texas Department of Transportation New Freedom Grants to complete Phase II and Phase III of certain transit-pedestrian infrastructure improvements within the City of San Angelo Tax Increment Reinvestment Zone (TIRZ) (hereinafter "Project"), to wit: **Exhibit "A"**, Federal New Freedom Project Grant Agreement applicable to Phase II, Project Grant Agreement # 51407F7166 and **Exhibit "B"**,

Federal New Freedom Project Grant Agreement applicable to Phase III, Project Grant Agreement # 51307F7166;

WHEREAS, COSA will contract for the design and construction of both Phase II and Phase III of the Project; and,

WHEREAS, COSA has committed the necessary funds to provide the 20% local match for the Texas Department of Transportation (TxDOT) New Freedom Grant # 51407F7166, applicable to Phase II of the Project in the amount of SIXTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND NO/100 DOLLARS (\$68,777.00), and New Freedom Grant # 51307F7166, applicable to Phase III of the Project in the amount of FIFTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY NINE AND NO/100 DOLLARS (\$57,869.00); and,

WHEREAS, COSA and CVTD shall provide that applications for reimbursements for project expenses from New Freedom Grant funds be submitted by COSA directly to TxDOT for expenses incurred with respect to both Phase II and Phase III of the Project; and,

WHEREAS, TxDOT shall reimburse COSA up to the grant amount of TWO HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED EIGHT AND NO/100 DOLLARS (\$275,108.00), representing 80% of local expenditures related to pedestrian-transit access infrastructure improvements funded under the New Freedom Grant # 51407F7166, applicable to Phase II of the Project, based on documentation reflecting COSA's adherence to applicable federal and state certifications and assurances; and,

WHEREAS, the parties intend that TxDOT shall reimburse COSA up to the grant amount of TWO HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED AND SEVENTY FIVE DOLLARS AND NO/100 (\$231,475.00), representing 80% of local expenditures related to pedestrian-transit access infrastructure improvements funded under the New Freedom Grant #51307F7166, applicable to Phase III of the Project, based on documentation reflecting COSA's adherence to applicable federal and state certifications and assurances;

WHEREAS, the Parties acknowledge that CVTD shall incur costs and expenses associated with ensuring compliance with the New Freedom Grant applicable to Phase III of the Project, and accordingly, that CVTD shall receive credit for any future obligations of CVTD with COSA.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, CVTD and COSA agree as follows:

ARTICLE 1 – RECITALS ADOPTED

Section 1.01. The foregoing recitals are deemed by the parties to be true and correct and are incorporated herein as part of this Agreement as if fully set forth.

ARTICLE 2 – COSA OBLIGATIONS

Section 2.01. COSA shall provide all of the procurement support for Phase II and Phase III of the Project, to include publishing of Request for Competitive Sealed Proposals and contracting for the design and construction of both phases of the Project.

Section 2.02. COSA shall award and contract for the design and construction of Phase II and Phase III of the Project.

Section 2.03. COSA shall provide matching funds for both New Freedom Grants as set forth in the foregoing recitals, up to the applicable percentage of the sum of grant funds actually disbursed based upon eligible expenses incurred.

Section 2.04. COSA shall submit applications and required supporting documentation in a timely manner directly to TxDOT for reimbursements out of each of the described New Freedom Fund Grant awards for project expenses incurred for the design and construction of both Phase II and Phase III of the project.

Section 2.05. With respect to expenses incurred relating specifically to Phase III of the Project, COSA shall submit copies of its applications for reimbursement and supporting documentation to CVTD for review and approval prior to submission of such

applications for reimbursement to TxDOT. ("Pre-submittal") CVTD shall have fifteen days from receipt of the Pre-submittal to approve or disapprove the Pre-submittal for submission to TxDOT. Any disapproval shall include a written statement of the deficiency in the Pre-submittal that is the basis of disapproval. COSA may attempt to cure the deficiency in the first Pre-submittal and re-present the Pre-submittal (Re-submittal) with any additional documentation or explanation. CVTD shall have five days to approve or disapprove a Re-submittal. Any Pre-submittal not approved or rejected in writing by CVTD as provided within 15 days of the Pre-submittal, or any Re-submittal not approved or rejected in writing by CVTD as provided with 5 days of Re-submittal, shall be deemed by the parties to be approved by CVTD for submission by COSAD to TxDOT for reimbursement.

Section 2.06 COSA shall not be entitled to reimbursement for any expense incurred after May 31, 2015, relating to Phase III, from New Freedom Grant funds, Grant Agreement #51307F7166.

ARTICLE 3 – CVTD OBLIGATIONS

Section 3.01. CVTD is in agreement that COSA perform the obligations set forth in Article 1 above.

Section 3.02. CVTD shall make available for reimbursement eligible Project expenses incurred by COSA, New Freedom Grant funds awarded to CVTD for Phase III of the Project, and shall, from time to time, assist COSA in making application to TxDOT for direct reimbursements from said grant funds.

Section 3.03 Eligible project expenses are defined as any amount of funds obligated towards Phase III of the New Freedom Sidewalk improvement project and in accordance with the Federal New Freedom Project Grant Agreement applicable to Phase III.

Additionally, COSA agrees to present CVTD with final cost objectives prior to expending any Phase III funds of the New Freedom Grant

ARTICLE 4 - DEFAULT AND REMEDIES

Section 4.01 - Event of Default. Each party reserves the right, at its option, to terminate this Agreement for cause, in the event of a default or breach of this Agreement (an "Event of Default") by the other party, by giving the other party ten (10) days written notice of such default or breach, provided the other party has not cured such default or breach within the ten (10) day notice period.

Section 4.02 – Specific Performance. The non-defaulting party shall have a right to specific performance; and shall mitigate damages upon the occurrence of an Event of Default.

Section 4.03 - Other Remedies. All rights, options, and remedies of each party under this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and non-defaulting party shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Agreement.

ARTICLE 5 – LIABILITY

Section 5.01 - No Personal Liability of the CVTD. To the extent allowed by law, CVTD's officers, elected officials, agents, representatives, and employees and the Board members of the CVTD, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 5.02 - No Personal Liability of the COSA. To the extent allowed by law, the COSA's officers, elected officials, agents, representatives, and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 5.03 With respect to Phase III of the Project, CVTD shall not be responsible to COSA for any submissions for reimbursements made by COSA which are rejected by TxDOT.

ARTICLE 6 - MISCELLANEOUS

Section 6.01 - No Waiver. No waiver by either party of any default or breach of any covenant, condition, or stipulation contained in this Agreement is a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation of this Agreement.

Section 6.02 - Laws. The parties hereto agree to comply with all applicable laws, rules, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 6.03 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered or sent by certified United States mail, postage prepaid, to the address of the party to be served designated in this Section, or to such other address as the party may designate for notice in writing, and are deemed given at the time of personal delivery or on the second day after deposit in the United States Mail.

To CVTD: Attention: Executive Director, at 2801 West Loop 306,
Suite A, San Angelo, Texas 76904.

To COSA: Attention: City Manager, at 72 West College Ave., San
Angelo, Texas 76903.

Section 6.04 - Parties Bound. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns.

Section 6.05 - Texas Law to Apply and Venue. This Agreement shall be construed under and, in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas.

Section 6.06 - Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected thereby, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.

Section 6.07 - Prior Agreements Superseded. This Agreement constitutes the sole and only Agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior understandings or written or oral Agreements between the parties with respect thereto.

Section 6.08 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the CVTD and the COSA or their successors and permitted assigns.

Section 6.9 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original, but all such counterparts together constitute but one Agreement.

Section 6.10 - Time is of the Essence. Time is of the essence in this Agreement.

Section 6.11 - Headings. The headings and captions herein are for convenience only and do not affect the substantive provisions of this Agreement.

Section 6.12. City's Obligations Payable out of Current Funds: Notwithstanding anything to the contrary in this Agreement, the City's obligations under this Agreement shall be payable from current revenues available to the City.

AGREED to and ADOPTED by the CONCHO VALLEY COUNCIL OF GOVERNMENTS for the CONCHO VALLEY TRANSIT DISTRICT

on the _____ day of _____, 2014.

John Austin Stokes, Executive Director
Concho Valley Council of Governments

AGREED to and ADOPTED by CITY OF SAN ANGELO on

the _____ day of _____, 2014.

Daniel Valenzuela, City Manager

ATTEST:

Alicia Ramirez, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Patrick Howard, Director of
Development Services

Dan T. Saluri, Sr. Asst. City Attorney.

INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF SAN ANGELO TEXAS AND
THE CONCHO VALLEY TRANSIT DISTRICT PROVIDING FOR COOPERATIVE EFFORTS
TO ACCOMPLISH TRANSIT-PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS

EXHIBIT "A"

FEDERAL NEW FREEDOM PROJECT GRANT AGREEMENT
PROJECT GRANT AGREEMENT# 51207F7098

(FOLLOWING PAGES)

PGA: SECTION 5317 FEDERAL- NEW FREEDOM (NF)
TRANSIT PROVIDER: City of San Angelo
FTA GRANT #: TX-57-X035
CFDA #: 20.521
TXDOT PROJECT #: NF 1401 (07) 35
PROJECT GRANT AGREEMENT #: 51407F7166
MASTER GRANT AGREEMENT #: 512XXF7111
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

FEDERAL NEW FREEDOM
FISCAL YEAR 2014
PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and City of San Angelo called the "Transit Provider".

WITNESSETH

WHEREAS, under 49 United States Code Section 5317, New Freedom, the Transit Provider submitted a project proposal for financial assistance to be used to provide transportation services; and

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Transit Provider in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Texas Transportation Code Chapter 456; and

WHEREAS, the U.S. Secretary of Transportation approved State's request for funding; and

WHEREAS, the Governor of the State of Texas has designated Texas Department of Transportation to receive federal funds under the Section 5317 grant program; and

WHEREAS, the Transit Provider submitted a Fiscal Year 2012 Grant Application, Part I (GA Part I) (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number 112709 and

WHEREAS, the Transit Provider must execute a GA Part I (if applicable) and a Fiscal Year Grant Application, Part II (GA Part II) each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Transit Provider and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

WHEREAS, an unused balance in funds remain in Project Grant Agreement 51207F7098 and it has become necessary to amend and change the expiration date of prior Project Grant Agreement No. 51207F7098.

NOW THEREFORE, the State and the Transit Provider agree as follows:
AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective on the later date of full execution by both parties and shall remain in effect until **May 31, 2015**, unless terminated or otherwise modified in an Amendment. On the effective date of this PGA, prior Project Agreement No. 51207F7098 is amended to expire. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the GA Part I and the GA Part II (federal funds only) to the State. The time period of this PGA cannot be extended past the MGA without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

- A. The Transit Provider shall complete the public transportation project described in the GA Part I, the Attachment A - Approved Project Description, and the Attachment B - Project Budget. Attachments A and B are attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.
- B. If applicable, the Transit Provider shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Transit Provider shall publicly open all bids or privately review proposals. The Transit Provider shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Transit Provider shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under prior Project Grant Agreement No. 51207F7098 without modification was \$275,108 New Freedom funds. The maximum amount payable under this PGA is the remaining balance of funds from the prior Project Grant Agreement No. 51207F7098 provided that expenditures are made in accordance with the amounts and for the purposes authorized in the prior agreement.

The original and one copy of the invoice are to be submitted to the following address:

Texas Department of Transportation
Delma Childress
Public Transportation Coordinator
4502 Knickerbocker Road
San Angelo, Texas 76904

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER



Signature

Daniel Valenzuela

Typed, Printed, or Stamped Name

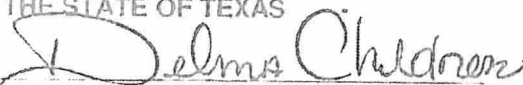
City Manager

Title

May 15, 2014

Date

THE STATE OF TEXAS



Signature

Delma Childress

Typed, Printed, or Stamped Name

Public Transportation Coordinator

Title

5-15-14

Date

List of Attachments

- A - Approved Project Description
- B - Project Budget

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

The City of San Angelo for applied for funds for ADA shelters and stops to accommodate persons with disabilities on their fixed route service.

This project can be found in it's entirety in the City of San Angelo's formal response to the TxDOT FY 11 Coordinated Call for Projects.



The City Of

San Angelo, Texas

P.O. Box 1751 - Zip 76902

April 22, 2014


Texas Department of Transportation
Public Transportation Division – San Angelo
Attn: Delma Childress
4502 Knickerbocker Road
San Angelo, TX 76904

The City of San Angelo is respectfully submitting a change of scope, to the prior approved New Freedom funding. This change will still coincide with the original objectives, which were to support pedestrian/transit access improvements that benefit both passengers and individuals with disabilities, by improving their connectivity to much needed services, all while exceeding the range of mobility required by ADA standards.

This project was initially slated to span from 7th Street to 12th Street, with funds dedicated to address the construction of core accessibility amenities such as; sidewalks, curb and gutter, pedestrian ramps and crosswalks. North Chadbourne Street is a commercial corridor, which straddles one of the city's neighborhood areas, most in need of transit service. Therefore, the city feels obligated to focus the funds in this grant, to a more defined area within these blocks that will be more beneficial in regards to obtaining a completed product. The New Freedom grant for this project has now spanned three years, so construction dollars have less impact than they did initially. With this in mind, the City of San Angelo would like to move forward by concentrating the construction work to include, (sidewalks, colored textured concrete/brick, curb and gutter, pedestrian ramps, crosswalk markings, and street lighting), by beginning the construction project at 7th Street, completing each block fully through 10th Street. Remaining funds are to be applied from 10th Street to 12th Street and used to accommodate the existing pedestrian movements (sidewalks, colored textured concrete/brick, curb and gutter, pedestrian ramps).

The New Freedom grant covering this project falls within a dedicated San Angelo TIRZ area. The city is confident, that by reallocating the initial scope of the project and focusing it in a more defined construction area, citizens and the local community will benefit greatly from a much improved final product.

Sincerely,


Karl Bednarz, P.E.
City Engineer, City of San Angelo

ATTACHMENT B
PROJECT BUDGET

[Insert Budget Page]

BUDGET ALI CODE INFORMATION

ALI CODE	DESCRIPTION	FEDERAL	LOCAL	TOTAL PROJECT
11.93.05	Ped Access Const	\$ 246,401	\$ 61,600	\$308,001
11.73.08	Const Contingency	28,707	7,177	35,884
TOTALS		\$275,108	\$ 68,777	\$ 343,885

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF SAN ANGELO TEXAS AND
THE CONCHO VALLEY TRANSIT DISTRICT PROVIDING FOR COOPERATIVE EFFORTS
TO ACCOMPLISH TRANSIT-PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS**

EXHIBIT "B"

**FEDERAL NEW FREEDOM PROJECT GRANT AGREEMENT
PROJECT GRANT AGREEMENT# 51307F7166**

(FOLLOWING PAGES)

PGA: SECTION 5317 FEDERAL- NEW FREEDOM (NF)
TRANSIT PROVIDER: Concho Valley Transit District
FTA GRANT #: TX-57-X035
CFDA #: 20.521
TXDOT PROJECT #: NF 1301 (07) 35
PROJECT GRANT AGREEMENT #: 51307F7166
MASTER GRANT AGREEMENT #: 512XXF7040
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

FEDERAL NEW FREEDOM
FISCAL YEAR 2013
PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and Concho Valley Transit District, called the "Transit Provider".

WITNESSETH

WHEREAS, under 49 United States Code Section 5317, New Freedom, the Transit Provider submitted a project proposal for financial assistance to be used to provide transportation services; and

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Transit Provider in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Texas Transportation Code Chapter 456; and

WHEREAS, the U.S. Secretary of Transportation approved State's request for funding; and

WHEREAS, the Governor of the State of Texas has designated Texas Department of Transportation to receive federal funds under the Section 5317 grant program; and

WHEREAS, the Transit Provider submitted a Fiscal Year 2013 Grant Application, Part I (GA Part I) (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number 113232; and

WHEREAS, the Transit Provider must execute a GA Part I (if applicable) and a Fiscal Year Grant Application, Part II (GA Part II) each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Transit Provider and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and the Transit Provider agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on October 13, 2012, whichever is later. This PGA shall remain in effect until May 15, 2015 unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Transit Provider has submitted the GA Part I (if applicable) and the GA Part II (federal funds only) to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

- A. The Transit Provider shall complete the public transportation project described in the GA Part I, the Attachment A - Approved Project Description, and the Attachment B - Project Budget. Attachments A and B are attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.
- B. If applicable, the Transit Provider shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Transit Provider shall publicly open all bids or privately review proposals. The Transit Provider shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Transit Provider shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is \$ 231,475.00 urban New Freedom funds provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, the Attachment A, and the Attachment B.

The original and one copy of the invoice are to be submitted to the following address:

Texas Department of Transportation
Attn: Delma Childress
Public Transportation Coordinator
4502 Knickerbocker Rd.
San Angelo, Texas 76904

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER

Jeffrey Sattler
Signature

Jeffrey Sattler
Typed, Printed, or Stamped Name

Executive Director
Title

10-9-12
Date

THE STATE OF TEXAS

Delma Childress
Signature

Delma Childress
Typed, Printed, or Stamped Name

Public Transportation Coordinator
Title

10-10-12
Date

List of Attachments

- A - Approved Project Description
- B - Project Budget

