DENTON COUNTY TRANSPORTATION AUTHORITY

1955 Lakeway Drive, #260, Lewisville, Texas 75057
972.221.4600 | RideDCTA.net

Board of Directors Regular Meeting

January 23, 2020 | 10:00 a.m.

To be held at Denton County Transportation Authority | Administrative Boardroom
1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057

NOTICE IS HEREBY GIVEN that the DCTA Board of Directors will conduct its regular meeting at the time and location above to consider the following:

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO US AND TEXAS FLAGS

INVOCATION

WELCOME AND INTRODUCTION OF VISITORS

RECOGNITION OF SERVICE

PUBLIC COMMENT
This agenda item provides an opportunity for citizens to address the Board of Directors on any agenda items or other matters relating to the DCTA. Anyone wishing to address the Board of Directors should complete a Citizen Comment Registration Card and submit it to the DCTA Administration prior to the start of the Board of Director meeting. There is a three (3) minute time limit for each citizen. Anyone wishing to speak shall be courteous and cordial. The Board of Directors is not permitted to take action on any subject raised by a speaker during Citizen Comments. However, the Board of Directors may have the item placed on a future agenda for action; refer the item to the DCTA Administration for further study or action; briefly state existing DCTA policy; or provide a brief statement of factual information in response to the inquiry.

GUEST PRESENTERS

1. Russell Laughlin, Executive Vice President with Hillwood will be presenting on the Alliance Mobility Innovation Zone: Hillwood is leveraging its nationally renowned AllianceTexas multimodal development to create a cutting-edge center of innovation that will be a global catalyst for the future of mobility. AllianceTexas is the company's 26,000-acre master-planned development and inland port north of Fort Worth, which is home to Fort Worth Alliance Airport, BNSF Railway's Alliance Intermodal Facility, FedEx Southwest Regional Sort Hub, Amazon Air's newest regional air hub, and more than 500 global and regional brands. Hillwood plans to collaborate with its anchor corporations, future customers, policy makers, regulators, entrepreneurs, and academic institutions to develop a first-of-its-kind mobility innovation "do-tank" for partners to develop, test, scale, and commercialize advanced mobility technology and business models.

2. Preliminary FY2019 Audit Report & Presentation – Jennifer Ripka, Partner, Weaver and Tidwell, LLP
   Backup Information: Exhibit 1: Comprehensive Annual Financial Report (CAFR)

CONVENE EXECUTIVE SESSION

The Board may convene the Regular Board Meeting into Closed Executive Session for the following:

A. As Authorized by Section 551.071(2) of the Texas Government Code, the Board of Directors Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the General Counsel on any Agenda Item Listed Herein or the Regular Board Meeting Agenda.
B. As Authorized by Section 551.072 of the Texas Government Code, the Board of Directors Meeting may be Convened into Closed Executive Session for the Purpose of Deliberation regarding Real Property: Discuss acquisition, sale or lease of real property related to long-range service plan within the cities of Denton, Lewisville, Highland Village, or the A-train corridor.
C. Texas Government Code Section 551.071(2) to consult with General Counsel regarding the provisions contained in the Equipment Lease, Operations, and Maintenance Service Agreement by and between the Dallas Area Rapid Transit (DART), Denton County Transportation Authority (DCTA), and the Fort Worth Transportation Authority (FWTA or Trinity Metro) to include the provision contained in Section 17 titled "Service Impact Fees".
D. Texas Government Code Section 551.071(2) to consult with General Counsel regarding the General Service Agreements with Lyft.
E. As Authorized by Section 551.074 of the Texas Government Code, the Board Meeting may be Convened into Closed Executive Session for Deliberation of Personnel: Annual President's Performance Review.

RECONVENE OPEN SESSION

Reconvene and Take Necessary Action on Items Discussed during Executive Session.

CONSENT AGENDA

1. **Consider Approval of December 5, 2019 Minutes**
   Action Item
   Presenter: Dianne Costa, Highland Village, Board Chair
   Item Summary: Approval of the December 5, 2019 meeting minutes will be requested.
   Backup Information: Consent Item 1: December 5, 2019 Minutes

2. **Consider Approval of Monthly Financial Statements for November and December 2019**
   Action Item
   Presenter: Marisa Perry, CFO/VP of Finance
   Item Summary: Board approval will be requested of the following items:
   - Financial Statements for November and December 2019
   - Capital Projects Budget Report for November and December 2019
   - Quarterly Investment Report Q1 FY20
   - Quarterly Grants Report Q1 FY20

   Backup Information: Memo 1: Monthly Financial Statements and Financials for November 2019
   Exhibit 1(a): Monthly Financials – December 2019
   Exhibit 1(b): Capital Projects Budget Report for November 2019
   Memo 2: Monthly Financial Statements and Financials for December 2019

Exhibit 2(a): Monthly Financials – December 2019
Exhibit 2(b): Capital Projects Budget Report for December 2019
Exhibit 3: Quarterly Investment Report Q1 FY20
Exhibit 4: Quarterly Grants Report Q1 FY20

INFORMATIONAL REPORTS

1. **Monthly Financial Reports**
   Item Summary: DCTA staff will answer questions of the Board regarding updates on financial items.
   Backup Information: Memo 1: Monthly Sales Tax Receipts
   Exhibit 1: FY20 Monthly Sales Tax Report
   Memo 2: MaaS Update
   Memo 3: Budget Information

2. **Social Service Agency Roundtable Report (November 2019)**
   Item Summary: DCTA staff will answer questions of the Board regarding the quarterly report.
   Backup Information: Exhibit 1: November 2019 Social Service Agency Roundtable Recap Report

REGULAR AGENDA

1. **Transformation Initiative Workshop**
   Possible Action
   Presenter: Nicole Recker, VP of Marketing and Administration
   Item Summary: DCTA staff will conduct a workshop to finalize the Transformation Initiative scope of work and determine next steps regarding the project timeline and evaluation committee.
   Backup Information: Memo: Transformation Initiative Workshop
   Exhibit 1: Transformation Initiative Scope of Work Draft (comprehensive board edits)
   Exhibit 2: Transformation Initiative RFP Proposed Timeline
   Exhibit 3: Transformation Initiative Evaluation Committee Recommendations

2. **Access Service Overview**
   Discussion Item
   Presenter: Michelle Bloomer, VP of Operations
   Item Summary: Staff will provide an overview of the DCTA Access service, current Board policy related to the service, and share recent service inquiries.
   Backup Information: Memo: Access Service Overview
   Exhibit 1: Access Service Overview Presentation

3. **Cost Allocation Model Update**
Discussion Item
Presenters: Marisa Perry, CFO/VP of Finance
Raymond Suarez, CEO
Item Summary: DCTA staff will provide a status update regarding the Cost Allocation Model.
Backup Information: N/A

4. **Monsignor King Outreach Center/Our Daily Bread Service Update and Fare Structure Discussion**
Discussion Item
Presenter: Michelle Bloomer, VP of Operations
Item Summary: Staff will provide an update on the implementation of service from Monsignor King Outreach Center to Our Daily Bread in Denton.
Backup Information: Memo: Monsignor King Outreach Center to Our Daily Bread Service Update and Fare Structure Discussion
Exhibit 1: Service Request from City of Denton

5. **Consider Resolution R20-01 Appointing Board of Directors for North Texas Mobility Corporation**
Action Item
Presenter: Kristina Holcomb, Deputy CEO
Item Summary: Staff will provide an overview of the current NTMC Board structure and review the list of candidate submissions provided by the DCTA Board. Discuss NTMC proposed candidates with consideration of legal counsel guidance regarding those appointments. Post discussion, the DCTA Board is being asked to consider Resolution R20-01 appointing a new slate of NTMC Board of Directors.
Backup Information: Memo: Consider Resolution R20-01 Appointing Board of Directors for North Texas Mobility Corporation
Exhibit 1: Resolution R20-01 Appointing Board of Directors for NTMC
Exhibit 2: NTMC Articles of Formation
Exhibit 3: NTMC Bylaws

6. **Authorization of Expenditures with Cooperative Agreements**
Action Item
Presenter: Athena Forrester, Assistant VP Regulatory Compliance
Item Summary: DCTA staff will provide an overview of current cooperative agreements and request authority to spend up to $300,000 across the agreements.
Backup Information: Memo: Authorization of Expenditures with Cooperative Agreements
Exhibit 1: Interlocal Agreement with BuyBoard
Exhibit 2: Interlocal Agreement with North Texas Share
Exhibit 3: Interlocal Agreement with Omnia Partners

7. **Consider Award of Landscape and Maintenance Service Contract**
Action Item

Presenter:	Athena Forrester, Assistant VP Regulatory Compliance
Item Summary:	DCTA staff will provide an overview of the Request for Bid and request for contract award.
Backup Information:	Memo: Consider Award of Landscape and Maintenance Service Contract Exhibit 1: Bid Tabulation Exhibit 2: Request for Bid Package Exhibit 3: Lakehill Environmental, Inc.'s Bid

8. **RFP for Transit and Transportation Planning Services Update**
Information Item

Presenter:	Kristina Holcomb, Deputy CEO
Item Summary:	Staff will provide an update regarding the active procurement for Transit and Transportation Planning services. This RFP process will provide a continuation of DCTA's existing on-call planning services. Historically staff has used similar on-call contracts to leverage consultancy expertise necessary during agency planning initiatives in the areas of: innovative service delivery, route and service planning, long-range service planning, Title VI analysis, corridor planning and master planning for transit-oriented development.
Backup Information:	MEMO: RFP for Transit and Transportation Planning Services Update Exhibit 1: RFP for Transit and Transportation Planning Services

9. **A-train Rail Trail Update**
Information Item

Presenters:	Kristina Holcomb, Deputy CEO Ann Boulden, Director of Capital Development
Item Summary:	DCTA staff will provide an overview of the A-train Rail Trail development which runs adjacent to the A-train corridor from the DDTC to Hebron Station. The overview will include information regarding trail enhancements, safety improvements and the recently released NCTCOG Trail of the Month video.
Backup Information:	N/A

10. **Discussion of Local & Regional Transportation and Legislative Issues**
Information Item

Presenters:	Dianne Costa, Highland Village, Board Chair Raymond Suarez, CEO Kristina Holcomb, Deputy CEO
Item Summary:	If applicable, staff will provide an update on local and regional transportation initiatives and discuss and state and federal legislative issues.
Backup Information:	N/A

FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS

Staff will discuss proposed future agenda items. Board members may request an informational item or action item to be added to the next Board meeting agenda.

Backup Information: Exhibit 1: 01.17.2020 Board Agenda Outlook

REPORT ON ITEMS OF COMMUNITY INTEREST

Pursuant to Texas Government Section 551.0415 the Board of Directors may report on following items: (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming DCTA and Member City events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

ADJOURN

Board Members:
Dianne Costa, Highland Village, *Chair*
TJ Gilmore, Lewisville, *Vice Chair*
Randall Chrisman, Denton County Seat 1, *Secretary*
Sam Burke, Denton County Seat 2
Chris Watts, Denton

Non-Voting Board Members:
Mark Miller, Ron Trees, Connie White, Carter Wilson, Tom Winterburn

Staff Liaison:
Raymond Suarez, CEO

The Denton County Transportation Authority meeting rooms are wheelchair accessible. Access to the building and special parking are available at the main entrance. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by emailing bpedron@dcta.net or calling Brandy Pedron at 972.221.4600.

This notice was posted on 1/17/2020 at 3:40 PM.

Brandy Pedron, Executive Administrator | FOIA Requests

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January 16, 2020

Denton County Transportation Authority

Comprehensive Annual Financial Report
For the Fiscal Years Ended September 30, 2019 and 2018

Prepared By:
DCTA Finance Department
Lewisville, Texas

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January 16, 2020

Independent Auditor's Report

To the Board of Directors of the
Denton County Transportation Authority

Report on the Financial Statements

We have audited the accompanying financial statements of each major fund of Denton County Transportation Authority (the Authority) as of and for the years ended September 30, 2019 and 2018 and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

The Board of Directors of the
Denton County Transportation Authority

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of each major fund of the Authority as of September 30, 2019 and 2018, and the respective changes in financial position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (on pages 4-11) and Texas County District Retirement System pension schedules (on pages 36-37) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information
Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The introductory section, the schedule of revenue and expenses – budget and actual, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of revenues and expenses - budget and actual is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

The Board of Directors of the
Denton County Transportation Authority

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January XX, 2020, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

[NAME OF FIRM]

Dallas, Texas
January XX, 2020

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or distributed.
January 16, 2020

Basic Financial Statements

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January 16, 2020

Denton County Transportation Authority
Statements of Net Position
September 30, 2019

	DCTA	NTMC	Total
ASSETS			
Current assets:			
Cash and cash equivalents	$ 23,923,017	$ 363,449	$ 24,286,466
Restricted cash and cash equivalents	991,248	-	991,248
Investments	5,010,601	-	5,010,601
Receivables	7,628,122	-	7,628,122
Prepaid expenses	269,399	-	269,399
Inventories	48,279	-	48,279
Total current assets	37,870,666	363,449	38,234,115
Noncurrent assets:			
Land and construction in progress	37,930,796	-	37,930,796
Other capital assets, net of accumulated depreciation/amortization	281,623,522	-	281,623,522
Total noncurrent assets	319,554,318	-	319,554,318
TOTAL ASSETS	357,424,984	363,449	357,788,433
DEFERRED OUTFLOWS OF RESOURCES			
Related to TCDRS pension	369,652	-	369,652
Total deferred outflows of resources	369,652	-	369,652
LIABILITIES			
Current liabilities:			
Accounts payable and accrued expenses	1,925,170	363,449	2,288,619
Retainage payable	605,405	-	605,405
Unearned revenue	94,683	-	94,683
Easement obligation- current portion	100,000	-	100,000
Bonds payable-current portion	1,870,000	-	1,870,000
Total current liabilities	4,595,258	363,449	4,958,707
Noncurrent liabilities:			
Easement obligation	900,000	-	900,000
Net pension liability	109,285	-	109,285
Bonds payable	23,360,000	-	23,360,000
Total noncurrent liabilities	24,369,285	-	24,369,285
Total liabilities	28,964,543	363,449	29,327,992
DEFERRED INFLOWS OF RESOURCES			
Related to TCDRS pension	47,683	-	47,683
Total deferred inflows of resources	47,683	-	47,683
NET POSITION			
Net investment in capital assets	293,688,041	-	293,688,041
Unrestricted	35,094,369	-	35,094,369
TOTAL NET POSITION	$ 328,782,410	$ -	$ 328,782,410

The Notes to Basic Financial Statements are an integral part of these statements.

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January 16, 2020

Denton County Transportation Authority
Statements of Net Position
September 30, 2018

	DCTA	NTMC	Total
ASSETS			
Current assets:			
Cash and cash equivalents	$ 20,684,993	$ -	$ 20,684,993
Restricted cash and cash equivalents	1,237,843	-	1,237,843
Investments	3,961,125	-	3,961,125
Receivables	6,607,822	-	6,607,822
Prepaid expenses	102,958	-	102,958
Inventories	36,427	-	36,427
Total current assets	32,631,168	-	32,631,168
Noncurrent assets:			
Investments	-	-	-
Deferred charges	-	-	-
Land and construction in progress	35,645,997	-	35,645,997
Other capital assets, net of accumulated depreciation/amortization	287,791,240	-	287,791,240
Total noncurrent assets	323,437,237	-	323,437,237
TOTAL ASSETS	356,068,405	-	356,068,405
DEFERRED OUTFLOWS OF RESOURCES			
Related to TCDRS pension	264,899	-	264,899
Total deferred outflows of resources	264,899	-	264,899
LIABILITIES			
Current liabilities:			
Accounts payable and accrued expenses	1,462,191	-	1,462,191
Construction contracts payable	-		
Retainage payable	588,790	-	588,790
Unearned revenue	58,200	-	58,200
Easement obligation- current portion	100,000	-	100,000
Bonds payable-current portion	1,790,000	-	1,790,000
Total current liabilities	3,999,181	-	3,999,181
Noncurrent liabilities:			
Easement obligation	1,000,000	-	1,000,000
Net pension liability	1,240	-	1,240
Bonds payable	25,230,000	-	25,230,000
Total noncurrent liabilities	26,231,240	-	26,231,240
Total liabilities	30,230,421	-	30,230,421
DEFERRED INFLOWS OF RESOURCES			
Related to TCDRS pension	70,780	-	70,780
Total deferred inflows of resources	70,780	-	70,780
NET POSITION			
Net investment in capital assets	295,951,495	-	295,951,495
Unrestricted	30,080,608	-	30,080,608
TOTAL NET POSITION	$ 326,032,103	$ -	326,032,103

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January 16, 2020

Denton County Transportation Authority

Statements of Revenues, Expenses and Changes in Net Position
Years Ended September 30, 2019

	DCTA	NTMC	Total
OPERATING REVENUES			
Passenger revenue	$ 1,357,691	$ -	1,357,691
Contract services	4,201,278	-	4,201,278
Other	210,198	-	210,198
Total operating revenues	5,769,167	-	5,769,167
OPERATING EXPENSES			
Salaries, wages and fringe benefits	9,681,725	2,685,968	12,367,693
Services	5,192,257	28,449	5,220,706
Materials and supplies	2,445,770	-	2,445,770
Purchased transportation services	9,755,585	-	9,755,585
Utilities	445,809	-	445,809
Insurance	1,655,084	42,105	1,697,189
Facility and equipment rents	221,903	-	221,903
Other - miscellaneous	278,188	3,780	281,968
	29,676,321	2,760,302	32,436,623
Depreciation and amortization	9,813,483	-	9,813,483
Total operating expenses	39,489,804	2,760,302	42,250,106
NET OPERATING LOSS	(33,720,637)	(2,760,302)	(36,480,939)
NON-OPERATING REVENUES (EXPENSES)			
Sales tax revenue	28,735,383	-	28,735,383
Transit system operating assistance grants	6,664,660	-	6,664,660
Investment income	597,793	-	597,793
Interest expense	(972,668)	-	(972,668)
Gain (Loss) on disposal of assets	18,301	-	18,301
Total non-operating revenue (expenses)	35,043,469	-	35,043,469
INCOME (LOSS) BEFORE CAPITAL GRANTS/TRANSFERS	1,322,832	(2,760,302)	(1,437,470)
GRANTS FOR CAPITAL IMPROVEMENTS	4,187,777	-	4,187,777
TRANSFERS			
Transfers In	-	2,760,302	2,760,302
Transfers Out	(2,760,302)	-	(2,760,302)
Change in net position	2,750,307	-	2,750,307
NET POSITION, beginning of year, as restated	326,032,103	-	326,032,103
NET POSITION, end of year	$ 328,782,410	$ -	$ 328,782,410

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Denton County Transportation Authority
Statements of Revenues, Expenses and Changes in Net Position
Years Ended September 30, 2018

	DCTA	NTMC	Total
OPERATING REVENUES			
Passenger revenue	$ 1,114,734	$ -	$ 1,114,734
Contract services	3,416,001	-	3,416,001
Other	858,648	-	858,648
Total operating revenues	5,389,383	-	5,389,383
OPERATING EXPENSES			
Salaries, wages and fringe benefits	11,137,613	-	11,137,613
Services	4,348,623	-	4,348,623
Materials and supplies	2,508,020	-	2,508,020
Purchased transportation services	8,980,451	-	8,980,451
Utilities	439,476	-	439,476
Insurance	1,707,909	-	1,707,909
Facility and equipment rents	213,497	-	213,497
Other - miscellaneous	274,072	-	274,072
	29,609,661	-	29,609,661
Depreciation and amortization	10,202,356	-	10,202,356
Total operating expenses	39,812,017	-	39,812,017
NET OPERATING LOSS	(34,422,634)	-	(34,422,634)
NON-OPERATING REVENUES (EXPENSES)			
Sales tax revenue	27,937,707	-	27,937,707
Transit system operating assistance grants	5,484,450	-	5,484,450
Investment income	350,924	-	350,924
Interest expense	(1,040,263)	-	(1,040,263)
Gain (Loss) on disposal of assets	2,340	-	2,340
Total non-operating revenue (expenses)	32,735,158	-	32,735,158
INCOME (LOSS) BEFORE CAPITAL GRANTS	(1,687,476)	-	(1,687,476)
GRANTS FOR CAPITAL IMPROVEMENTS	1,631,747	-	1,631,747
Change in net position	(55,729)	-	(55,729)
NET POSITION, beginning of year, as restated	326,087,832	-	326,087,832
NET POSITION, end of year	$ 326,032,103	$ -	$ 326,032,103

The Notes to Basic Financial Statements are an integral part of these statements.

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Denton County Transportation Authority
Statements of Cash Flows
Years Ended September 30, 2019

	DCTA	NTMC	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers and users	$ 5,075,250	-	$ 5,075,250
Payments to suppliers	(19,430,371)	(28,449)	(19,458,820)
Payments to employees	(9,981,069)	(2,368,404)	(12,349,473)
Net cash used by operating activities	(24,336,190)	(2,396,853)	(26,733,043)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES			
Sales tax received	28,685,878	-	28,685,878
Operating grant reimbursements	7,236,213	-	7,236,213
Transfers In	-	2,760,302	2,760,302
Transfers Out	(2,760,302)	-	(2,760,302)
Net cash provided by non-capital financing activities	33,161,789	2,760,302	35,922,091
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Contributions and grants for capital improvements	3,375,829	-	3,375,829
Principal paid on bonds	(1,790,000)	-	(1,790,000)
Acquisition and construction of capital assets	(6,013,949)	-	(6,013,949)
Proceeds from sale of capital improvements	18,301	-	18,301
Interest paid on bonds	(972,668)	-	(972,668)
Net cash used by capital and related financing activities	(5,382,487)	-	(5,382,487)
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of investment securities	(5,549,476)	-	(5,549,476)
Interest received on investments	597,793	-	597,793
Proceeds from sale of investments	4,500,000	-	4,500,000
Net cash used by investing activities	(451,683)	-	(451,683)
Net increase in cash and cash equivalents	2,991,429	363,449	3,354,878
CASH AND CASH EQUIVALENTS, beginning of year	21,922,836	-	21,922,836
CASH AND CASH EQUIVALENTS, end of year	$ 24,914,265	$ 363,449	$ 25,277,714

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January 16, 2020

Denton County Transportation Authority
Statements of Cash Flows
Years Ended September 30, 2019
(Continued)

	DCTA	NTMC	Total
RECONCILIATION OF OPERATING LOSS TO NET CASH USED BY OPERATING ACTIVITIES			
Operating loss	$ (33,720,637)	$ (2,760,302)	$ (36,480,939)
Adjustments to reconcile operating loss to net cash used by operating activities:			
Depreciation and amortization expense	9,813,483	-	9,813,483
Change in operating assets and liabilities:			
Operating accounts receivable	(730,400)	-	(730,400)
Prepaid expenses	(166,441)	-	(166,441)
Fuel inventory	(11,852)	-	(11,852)
Deferred outflows of resources related to TCDRS pension	(104,753)	-	(104,753)
Operating accounts payable	424,954	363,449	788,403
Accrued payroll and payroll related taxes	38,025	-	38,025
Unearned revenue	36,483	-	36,483
Deferred inflows of resources related to TCDRS pension	(23,097)	-	(23,097)
Net pension liability	108,045	-	108,045
Net cash used by operating activities	$ (24,336,190)	$ (2,396,853)	$ (26,733,043)
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO STATEMENTS OF NET ASSETS			
Cash and cash equivalents	$ 23,923,017	$ 363,449	$ 24,286,466
Restricted cash	991,248	-	991,248
	$ 24,914,265	$ 363,449	$ 25,277,714

The Notes to Basic Financial Statements are an integral part of these statements.

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January 16, 2020

Denton County Transportation Authority
Statements of Cash Flows
Years Ended September 30, 2018

	DCTA	NTMC	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers and users	$ 5,430,291	$ -	$ 5,430,291
Payments to suppliers	(18,909,248)	-	(18,909,248)
Payments to employees	(11,038,166)	-	(11,038,166)
Net cash used by operating activities	(24,517,123)	-	(24,517,123)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES			
Sales tax received	27,866,043	-	27,866,043
Operating grant reimbursements	6,610,695	-	6,610,695
Net cash provided by non-capital financing activities	34,476,738	-	34,476,738
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Contributions and grants for capital improvements	1,896,798	-	1,896,798
Principal paid on bonds	(1,720,000)	-	(1,720,000)
Acquisition and construction of capital assets	(3,050,306)	-	(3,050,306)
Proceeds from sale of capital improvements	2,340	-	2,340
Interest paid on bonds	(1,040,263)	-	(1,040,263)
Net cash used by capital and related financing activities	(3,911,431)	-	(3,911,431)
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of investment securities	(5,000,000)	-	(5,000,000)
Interest received on investments	350,924	-	350,924
Proceeds from sale of investments	3,031,388	-	3,031,388
Net cash used by investing activities	(1,617,688)	-	(1,617,688)
Net increase in cash and cash equivalents	4,430,496	-	4,430,496
CASH AND CASH EQUIVALENTS, beginning of year	17,492,340	-	17,492,340
CASH AND CASH EQUIVALENTS, end of year	$ 21,922,836	$ -	$ 21,922,836

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January 16, 2020

Denton County Transportation Authority
Statements of Cash Flows
Years Ended September 30, 2018
(Continued)

	DCTA	NTMC	Total
RECONCILIATION OF OPERATING LOSS TO NET CASH USED BY OPERATING ACTIVITIES			
Operating loss	$ (34,422,634)	$ -	$ (34,422,634)
Adjustments to reconcile operating loss to net cash used by operating activities:			
Depreciation and amortization expense	10,202,356	-	10,202,356
Change in operating assets and liabilities:			
Operating accounts receivable	50,095	-	50,095
Prepaid expenses	297,575	-	297,575
Fuel inventory	2,259	-	2,259
Deferred outflows of resources related to TCDRS pension	(31,246)	-	(31,246)
Operating accounts payable	(737,034)	-	(737,034)
Accrued payroll and payroll related taxes	148,819	-	148,819
Unearned revenue	(9,187)	-	(9,187)
Deferred inflows of resources related to TCDRS pension	(744)	-	(744)
Net pension liability	(17,382)	-	(17,382)
Net cash used by operating activities	$ (24,517,123)	$ -	$ (24,517,123)
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO STATEMENTS OF NET ASSETS			
Cash and cash equivalents	$ 20,684,993	$ -	$ 20,684,993
Restricted cash	1,237,843	-	1,237,843
	$ 21,922,836	$ -	$ 21,922,836

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Note 1. Organization and Summary of Significant Accounting Policies

The accounting policies of Denton County Transportation Authority (the Authority), as reflected in the accompanying financial statements for the fiscal year ended September 30, 2019, conform to accounting principles generally accepted in the United States of America (GAAP) for local governmental units, as prescribed by the Governmental Accounting Standards Board, and include applicable standards of the Financial Accounting Standards Board.

Financial Reporting Entity

The financial statements of the Authority include all governmental activities, organizations, and functions as required by accounting principles generally accepted in the United States of America.

The Authority is a coordinated county transportation authority of the State of Texas, created pursuant to Chapter 460 of the Texas Transportation Code. This legislation requires that a Service Plan, an outline of the services that could be provided by an authority confirmed by the voters, be developed by the transit authority. A Service Plan was developed and the Authority was confirmed by a public referendum held November 5, 2002. A second election was held in eight municipalities on September 13, 2003 for consideration and approval of a one-half percent sales and use tax. The sales and use tax and associated Service Plan passed in three cities: Denton, Highland Village, and Lewisville. Collection of the sales tax began on January 1, 2004.

The Board of Directors, which governs the Authority, currently consists of 14 authorized positions. The Board is composed of:

1. One member appointed by the governing body of each of the following cities; Denton, Highland Village, and Lewisville;
2. Three members appointed by the Commissioner's Court, one representing Denton County At-Large and two of whom must reside in the unincorporated area of Denton County;
3. Eight non-voting members to be designated by the remaining Denton County cities.

The following blended component unit is included in the accompanying financial statements. Blended component units, although legally separate entities, are in substance, part of the Authority's operations.

North Texas Mobility Corporation (NTMC) was incorporated on April 1, 2019, and is governed by a five-member board appointed by the Authority's Board of Directors. Although it is a legally separate entity, NTMC is reported as if it were part of the Authority because its sole purpose is to manage and operate transit services for the Authority. Separate financial statements are not available.

Fund Accounting

The fund financial statements provide reports on the financial condition and results of operations for the two funds of the Authority. The Authority considers both funds major and reports their financial condition and results of operations in a separate column.

The Authority reports the following major proprietary funds:

- DCTA is the primary operating fund of the Authority. This fund is used to account for all financial resources of the government, except those required to be accounted for in NTMC. All tax revenues and other receipts are accounted for in this fund. General operating expenditures, fixed charges and capital improvement costs not paid through NTMC are paid from DCTA.
- NTMC is a blended component unit. This fund is used to account for all operations associated with transit services.

Denton County Transportation Authority
Notes To Financial Statements

Basis of Accounting

The activities of the Authority are similar to those of proprietary funds of local jurisdictions and are therefore reported as an enterprise fund. The activities are accounted for on a flow of economic resources measurement focus and the accrual basis of accounting.

Revenues are recognized in the accounting period in which they are earned, and expenses are recorded at the time liabilities are incurred. Enterprise funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and delivering goods in connection with a proprietary fund's principal ongoing operations. The Authority's principal operating revenues are derived from charges to customers for sales and services. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

All dollar amounts, unless otherwise noted, are in whole dollars. References to years 2019 and 2018 are for the fiscal years ended September 30, 2019 and 2018.

When both restricted and unrestricted resources are available and permissible for use, it is the Authority's policy to use restricted resources first. The unrestricted resources are used as they are needed.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand, demand deposits, and short-term investments with maturities of three months or less when purchased. Cash and cash equivalents are valued at cost which is substantially equal to the fair value.

Receivables

Receivables consist primarily of amounts due to the Authority from sales tax collections, federal grants, and customer billings. Management does not believe any credit risk exists related to these receivables. Management evaluates the receivables to determine if an allowance for doubtful accounts should be established and considers the collection history, the aging of the accounts, and other specific information known to management that may affect collectability. Based upon this assessment, management has determined that an allowance is not necessary.

Prepaid Expenses

Prepaid expenses consist primarily of insurance payments, which are amortized over the policy period, and prepaid rents.

Inventory

The Authority purchases and maintains its own fuel inventory, which is valued by volume on a monthly basis using a first-in, first-out inventory costing method.

Restricted Assets

Restricted assets consist of unspent proceeds from capital grants and bonds and are held as cash and cash equivalents.

Denton County Transportation Authority
Notes To Financial Statements

Investments

The investment policies of the Authority are governed by the Public Funds Investment Act, Chapter 2256 of the Texas Government Code. The Authority's funds are managed and invested based on safety, liquidity, diversification, and yield. Investments are stated at fair value. Realized and unrealized gains and losses are reflected in the statement of revenues, expenses, and changes in net position.

Capital Assets

All capital assets are stated at historical cost. Capital assets are defined as assets which:

1. Have a useful life of more than one year and a unit cost greater than $5,000;
2. Have a unit cost of $5,000 or less, but are part of a network or combined unit of property; or
3. Were purchased with grant money.

Maintenance and repair expenditures which substantially improve or extend the useful life of property are capitalized. The cost of routine maintenance and repairs is expensed as incurred. Interest incurred as a result of construction in progress and contracts with durations over one year is capitalized.

The provision for depreciation of transportation property and equipment is calculated under the straight-line method using the respective estimated useful lives of major asset classifications, as follows:

Rail system	20-50 years
Land improvements	25 years
Transportation vehicles:	
Bus	5-12 years
Paratransit	4-5 years
Rail	50 years
Transportation equipment	3-7 years
Office equipment	3 years

Except for sales of assets in which the unit fair value is less than $5,000, proceeds from the sale of property, facilities, and equipment purchased with funds provided by federal grants for capital expenditures are remitted to the Federal Transit Administration (FTA) on the same percentage basis that such funds were provided by grant contracts with the FTA.

The transit system operated by the Authority includes certain facilities owned by others. The Authority has contractual rights to operate these facilities under the terms of the authorizing legislation and other agreements.

Intangible assets are stated at historical cost net of accumulated amortization. The intangible asset consists of a rail operating easement for the purpose of constructing, installing, maintaining, and operating a modern rail passenger system.

Current Liabilities

The Authority has not formally restricted cash funds to pay current operating liabilities, but has adequate cash and investments to satisfy these obligations. Construction contracts payable will be satisfied with unrestricted cash.

Compensated Absences

Employees receive compensation for vacations, holidays, illness, personal days, and certain other qualifying absences. The number of days compensated for the various categories of absence is based on length of service. Sick days and vacation days that have been earned, but not paid, have been accrued in the accompanying financial statements. Compensation for holidays and other qualifying absences are not accrued in the accompanying financial statements as rights to such compensation do not accumulate or vest.

Unearned Revenue

The University of North Texas (UNT) and North Central Texas College (NCTC) have contracted with the Authority to provide transportation for faculty, staff, and students through the Connect service. The universities have paid for this service in advance and, in addition, the Authority sells semester and annual passes. The Authority recognizes the revenue through straight-line amortization over the respective period. At September 30, 2019 and 2018, the Authority has received $94,683 and $58,200 in advance payments respectively.

Net Position

Net Position is displayed in two components as follows:

Net Investment in Capital Assets – This consists of capital assets, net of accumulated depreciation and related debt.

Unrestricted – This consists of net position that does not meet the definition of "restricted" or "net investment in capital assets."

Operating Revenues

Passenger revenue consists of farebox collections, the sale of passes, and amortization of unearned revenue. Farebox revenue is recorded at the time service is performed. Revenue from the sale of passes is recorded at the time of the sale. Unearned revenue from advance payments on contracts is amortized straight-line over the respective period.

Contract service revenue is related to providing transit services to third parties on a contractual basis. Contract service revenue is recorded in the period earned. The Authority provides contract services for UNT, NCTC, the City of Frisco and the McKinney Urban Transit District.

Classification of Revenues and Expenses

The Authority classifies its revenues as either operating or non-operating. Operating revenues include activities from the sale of transit services. Non-operating revenue is revenue not associated with the operations of the Authority transit service and includes grant income, investment income, and income from sales and use tax collections.

Operating expenses will be incurred for activities related to providing public transportation services. Such activities include transportation, maintenance, depreciation on capital assets, and general and administrative functions. Non-operating expenses include bad debt expense and interest expense.

Pensions

For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, Authority specific information about its Fiduciary Net Position in the Texas County and District Retirement System (TCDRS) and additions to/deductions from the Authority's Fiduciary Net Position have been determined on the same basis as they are reported by TCDRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the Authority's Total Pension Liability is obtained from TCDRS through a report prepared for the Authority by TCDRS consulting actuary, Milliman, in compliance with Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

Financial Instruments and Credit Risk

In accordance with the Texas Public Funds Investment Act and the Authority's investment policy, the Authority invests in obligations of the United States or its agencies and instrumentalities. These financial instruments subject the Authority to limited credit risk.

Credit risk with respect to trade and other receivables is limited as they are primarily due from the State of Texas for sales tax collections and other city and state governmental units in the State of Texas.

Note 2. Budgetary Data

Section 460 of the Texas Transportation Code requires the Authority to create an annual budget. The Authority maintains control over operating expenditures by the establishment of the annual operating budget. Budgets are prepared on the accrual basis for DCTA and NTMC consistent with accounting principles generally accepted in the United States of America. Annual proposed operating and capital budgets are prepared by management, presented to Denton County residents at public meetings, and reviewed by the Board of Directors prior to adoption of the final budget in September. The operating and capital budgets follow the same preparation and review cycle.

Operating budget appropriations terminate at the end of the fiscal year. Capital budget amounts are not included in the accompanying financial statements. Capital budget amounts are budgeted over the life of the respective project, not on an annual basis.

During the course of the annual budget cycle, it may be necessary to modify the budget by a process of amendment or transfer. For example, modifications may be required because of changes in the purpose, description, terms and conditions, or changes in the cost of an approved service or item. All budget amendments require approval by the Board of Directors. Budget transfers may be authorized by the Authority President and reported to the Board. The Board of Directors monitors, reviews, and accepts the monthly and year to date financial statements with budget comparisons and explanations of material variances.

Note 3. Service Agreements

On October 1, 2014, the Authority entered into a management contract with First Transit, Inc. as an independent contractor to manage the operation of the Authority's public transit system in the Denton County urban area. Under the direction of the Authority's staff and guidance of its policy, First Transit, Inc. provides a qualified and experienced General Manager and Assistant General Manager and home office support personnel to perform all services and functions necessary to ensure effective and efficient management and administration of the transit system including new and expanded services. The management contract was terminated on June 2, 2019.

On October 1, 2016, DCTA entered into a contract with First Transit Inc. for rail operations and maintenance. This contract includes management fees, maintenance of way, vehicle maintenance, train hours and car miles. The contract is accounted for under Purchased Transportation. Additionally, DCTA and DART entered into an interlocal operating agreement for ticket vending machine services and train platform maintenance.

Note 4. Cash, Cash Equivalents, and Investments

Cash and Cash Equivalents

The Authority's cash and cash equivalents are deposited in various accounts as allowed by the Texas Public Funds Investment Act and the Authority's investment policy. The custodial credit risk for deposits is the risk that in the event of a bank failure, the Authority deposits may not be recovered. Balances for these accounts are insured by the Federal Depository Insurance Corporation, and the deposits in excess of the insured amount are collateralized by pledged book entry securities held in a securities account at a Federal Reserve Bank in the Authority's name by a third party or were invested in U.S. Government Securities as allowed by the Texas Public Funds Investment Act.

The Board adopted a policy to designate three months' operating expenses as a reserve to address unanticipated emergencies, a sales tax stabilization fund, fuel stabilization, and a capital/infrastructure reserve. These reserves may be allocated by the approval of the Board. At September 30, 2019, the reserves are as follows:

- Operating reserve: $8,487,437
- Sales tax stabilization: $853,505
- Fuel stabilization: $450,000
- Capital/infrastructure: $4,000,000

Denton County Transportation Authority
Notes To Financial Statements

At year-end, cash, cash equivalents and investments consist of the following:

	September 30, 2019	September 30, 2018
Cash and cash equivalents		
Demand deposits	$ 47,703	$ 51,433
Sweep repurchase agreements	69,571	143,728
Money market account	969,128	1,223,048
TexSTAR	24,191,312	20,504,627
	25,277,714	21,922,836
Investments		
U.S. Treasury Notes	-	993,805
FHLB	2,510,221	1,488,260
FHLMC	2,500,380	493,090
FNMA	-	985,970
	$ 30,288,315	$ 25,883,961
Reconciliation		
Cash and cash equivalents	$ 24,286,466	$ 20,684,993
Restricted cash and cash equivalents	991,248	1,237,843
Investments	5,010,601	3,961,125
	$ 30,288,315	$ 25,883,961

Investments

Interest rate risk is the risk that changes in interest rates of debt investments will adversely affect the fair value of an investment. The Authority's investment policy limits investment maturities to two years as a means of managing its exposure to fair value losses arising from increasing interest rates. In addition, the policy limits weighted average maturity of the overall portfolio to eighteen months.

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Authority does not contain in its investment policy a formal policy regarding credit risk.

As authorized by the Authority's investment policy and in accordance with the Texas Public Funds Investment Act, cash equivalents and investments were invested in U.S. Government Agency Securities, U.S. Treasury Notes and TexSTAR. TexSTAR is administered by First Southwest Asset Management, Inc. and JP Morgan Fleming Asset Management. TexSTAR is a local government investment pool created under the Interlocal Cooperation Act specifically tailored to meet Texas state and local government investment objectives of preservation of principal, daily liquidity, and competitive yield. The fund is rated AAAm by Standard and Poor's and maintains a weighted average maturity of 60 days or less, with a maximum maturity of 13 months for any individual security. The fund seeks to maintain a constant dollar objective and fulfills all of the requirements of the Texas Public Funds Investment Act for local government investment pools.

Denton County Transportation Authority
Notes To Financial Statements

The Authority categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. GASB Statement No. 72, *Fair Value Measurement and Application*, provides a framework for measuring fair value which establishes a three-level fair value hierarchy that describes the inputs that are used to measure assets and liabilities.

- Level 1 inputs are quoted prices (unadjusted for identical assets or liabilities in active markets that a government can access at the measurement date)
- Level 2 inputs are inputs, other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly
- Level 3 inputs are unobservable inputs for an asset or liability

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs. If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

The Authority has recurring fair value measurements as presented in the table below. The Authority's investment balances and weighted average maturity of such investments are as follows:

	September 30, 2019	Quoted Prices of Investments in Active Markets Level 1	Quoted Prices of Similar Investments in Active Markets/Quoted Prices of Identical Investments in Unactive Markets Level 2	Unobservable Inputs Level 3	Weighted Average Maturity Days	Standard & Poor's Credit Rating
Cash and Cash Equivalents:						
Bank Deposits	$ 1,086,402	$ -	$ -	$ -	N/A	N/A
Investments not subject to Fair Value Investment Pools:						
TexStar	24,191,312	-	-	-	1 day	AAAm
Investments by Fair Value Level:						
U.S. Government Agency Securities:						
FHLB	2,510,221	-	2,510,221	-	344 days	AA+
FHLMC	2,500,380	-	2,500,380	-	263 days	AA+
Total	$ 30,288,315	$ -	$ 5,010,601	$ -		

Investment Pools are measured at amortized cost or net asset value and are exempt from fair value reporting. The Authority has no unfunded commitments related to the investment pools.

TexSTAR is duly chartered by the State of Texas Interlocal Cooperation Act, is administered by Hilltop Securities, Inc. and J.P. Morgan Investment Management, Inc. (JPMIM), and managed by JPMIM, who provides custody and investment management. The primary objectives of TexSTAR are, in order of priority, preservation and protection of principal, maintenance of sufficient liquidity to meet Participants' needs, and yield. The portfolio will maintain a dollar-weighted average maturity that does not exceed 60 days and seeks to maintain a net asset value of $1.00 per share. TexSTAR may invest in securities including: obligations of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; other obligations which are unconditionally guaranteed or insured by the U.S.; fully collateralized repurchase agreements with a defined termination date and unconditionally guaranteed or insured by the U.S. or its agencies and instrumentalities; and SEC-registered no-load money-market fund which meet the requirements of the Public Funds Investment Act. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pools' authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pools' liquidity.

U.S. Government Agency Securities are classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

Note 5. Receivables

Receivables at September 30, 2019 and 2018 consisted of the following:

	2019	2018
Operating:		
Ticket, token and other receivables	$ 1,498,303	$ 767,903
Sales tax	4,864,479	4,814,974
Grants receivable	1,265,340	1,024,945
Total	$ 7,628,122	$ 6,607,822

Denton County Transportation Authority
Notes To Financial Statements

Note 6. Capital Assets

Changes in capital assets for the fiscal years ended September 30, 2019 and 2018 are:

	Balance, September 30, 2018	Increases	Decreases	Transfers	Balance, September 30, 2019
Capital assets, not being depreciated:					
Land	$ 17,394,147	$ -	$ -	$ -	$ 17,394,147
Construction in progress	18,251,850	5,856,783	-	(3,571,984)	20,536,649
Total capital assets not being depreciated	35,645,997	5,856,783	-	(3,571,984)	37,930,796
Capital assets, being depreciated/amortized:					
Rail system	283,178,861	-	-	-	283,178,861
Land improvements	6,874,492	-	-	2,143,373	9,017,865
Vehicles and operating equipment	11,444,904	-	(107,674)	1,360,933	12,698,163
Office furniture and equipment	5,426,024	73,780	-	67,678	5,567,482
Facilities	31,760,649	-	-	-	31,760,649
Easement	16,997,155	-	-	-	16,997,155
Total capital assets being depreciated/amortized	355,682,085	73,780	(107,674)	3,571,984	359,220,175
Less accumulated depreciation/amortization for:					
Rail system	43,449,134	6,330,776	-	-	49,779,910
Land improvements	1,965,624	362,303	-	-	2,327,927
Vehicles and operating equipment	7,779,318	841,656	(107,674)	-	8,513,300
Office furniture and equipment	3,424,947	723,400	-	-	4,148,347
Facilities	4,189,674	705,490	-	-	4,895,163
Easement	7,082,148	849,858	-	-	7,932,006
Total accumulated depreciation	67,890,845	9,813,483	(107,674)	-	77,596,653
Total capital assets, being deprecated, net	287,791,240	(9,739,703)	-	3,571,984	281,623,522
Total capital assets, net	$ 323,437,237	$ (3,882,920)	$ -	$ -	$ 319,554,318

	Balance September 30, 2017	Increases	Decreases	Transfers	Balance September 30, 2018
Capital assets, not being depreciated:					
Land	$ 17,394,147	$ -	$ -	$ -	$ 17,394,147
Construction in progress	18,124,446	2,872,255	-	(2,744,851)	18,251,850
Total capital assets not being depreciated	35,518,593	2,872,255	-	(2,744,851)	35,645,997
Capital assets, being depreciated/amortized					
Rail system	282,218,725	-	-	960,136	283,178,861
Land improvements	6,458,821	-	-	415,671	6,874,492
Vehicles and operating equipment	10,228,999	-	-	1,215,905	11,444,904
Leasehold improvements	-	-	-	-	-
Office furniture and equipment	5,272,885	-	-	153,139	5,426,024
Facilities	31,760,649	-	-	-	31,760,649
Easement	16,997,155	-	-	-	16,997,155
Total capital assets being depreciated/amortized	352,937,234	-	-	2,744,851	355,682,085
Less accumulated depreciation/amortization for					
Rail system	37,160,734	6,288,400	-	-	43,449,134
Land improvements	1,666,020	299,604	-	-	1,965,624
Vehicles and operating equipment	6,756,251	1,023,067	-	-	7,779,318
Leasehold improvements	-	-	-	-	-
Office furniture and equipment	2,389,010	1,035,937	-	-	3,424,947
Facilities	3,484,184	705,490	-	-	4,189,674
Easement	6,232,290	849,858	-	-	7,082,148
Total accumulated depreciation	57,688,489	10,202,356	-	-	67,890,845
Total capital assets, being deprecated, net	295,248,745	(10,202,356)	-	2,744,851	287,791,240
Total capital assets, net	$ 330,767,338	$ (7,330,101)	$ -	$ -	$ 323,437,237

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Primary capital asset expenditures in 2019 and 2018 relate to the purchase of additional vehicles and improvements to the rail line, including implementation of Enhanced Automatic Train Control technology, which will move the agency towards compliance with Positive Train Control. See related commitment disclosure in Note 10.

In June 2010, the Authority acquired a rail operating easement for the purpose of constructing, installing, maintaining, and operating a modern passenger rail system for payments totaling $16,950,000. As of September 30, 2019, $15,950,000 had been paid to the Dallas Area Rapid Transit (DART). The remaining payments of $1,000,000 will be paid in annual payments until the contract expires (See Note 9). The Authority's right under the contract will expire in June 2030, which is 20 years after the execution of the contract. Amortization of this asset is being recognized over the 20 year useful life on a straight-line basis and was $847,500 for each of the years ended September 30, 2019 and 2018.

Note 7. Pension, Retirement, and Deferred Compensation Plans

The Authority has a qualified deferred compensation defined contribution plan under the Internal Revenue Code Section 457 for full-time employees. AIG Valic is the administrator of the plan. Employees can make voluntary contributions in the plan through pretax payroll deductions up to the limits allowed by the Internal Revenue Code Section 457.

As of January 2012, the Authority became a member of Texas County and District Retirement System (TCDRS) and no longer contributes to the qualified deferred compensation defined contribution plan.

Plan Description: The Authority provides retirement, disability and death benefits for all of its fulltime employees through a nontraditional defined benefit pension plan in the TCDRS. The Board of Directors is responsible for the administration of the statewide agent multi-employer public employee defined benefit pension retirement system consisting of more than 780 public employee defined benefit pension plans. TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar year basis. The CAFR is available upon written request from the board of trustees at P. O. Box 2034, Austin, Texas 78768-2034 or can be viewed at www.tcdrs.org.

Contributions: The deposit rate for employees is 4%, 5%, 6% or 7% of compensation, as adopted by the employer's governing body. Participating employers are required to contribute at actuarially determined rates to ensure adequate funding for each employer's plan. Employer contribution rates are determined annually and approved by the TCDRS Board of Trustees. Pursuant to state law, employers participating in the system must pay 100% of their actuarially determined required contributions on an annual basis. Each employer has the opportunity to make additional contributions in excess of its annual required contribution rate either by adopting an elected rate that is higher than the required rate or by making additional contributions on an ad hoc basis. Employers may make additional contributions to pay down their liabilities faster, pre-fund benefit enhancements and/or buffer against future adverse experience. In addition, employers annually review their plans and may adjust benefits and costs based on their local needs and budgets. Although accrued benefits may not be reduced, employers may reduce future benefit accruals and immediately reduce costs. Monthly contributions by the Authority are based on the covered payroll and the employer contribution rate in effect. For calendar year 2019, the Authority made contributions of 6.27%.

Denton County Transportation Authority
Notes To Financial Statements

Employees covered by Benefit terms:

At December 31, 2018 valuation and investment date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	1
Inactive employees entitled to but not yet receiving benefits	16
Active employees	35
Total	52

Actuarial Assumptions: The Total Pension Liability in the December 31, 2018 actuarial valuation was determined using the following actuarial assumptions:

Real rate of return	5.25%
Inflation	2.75%
Investment Rate of Return	8.00% per year

The assumed long-term investment return of 8% is net after investment and administrative expenses. It is assumed returns will equal the nominal annual rate of 8% for calculating the actuarial accrued liability and the normal cost contribution rate for the retirement plan of each participating employer.

The annual salary increase rates assumed for individual members vary by length of service and by entry-age group. The annual rates consist of a general wage inflation component of 3.25% (made up of 2.75% inflation and 0.5% productivity increase assumptions) and a merit, promotion and longevity component that on average approximates 1.6% per year for a career employee.

The actuarial assumptions that determined the total pension liability as of December 31, 2018 were based on the results of an actuarial experience study for the period January 1, 2013 - December 31, 2016, except where required to be different by GASB 68. Mortality for depositing members is based on 90% of the RP-2014 Active Employee Mortality Table for males and 90% of the RP-2014 Active Employee Mortality Table for females, projected with 110% of the MP-2014 Ultimate scale after 2014; for service retirees, beneficiaries and non-depositing members is based on the 130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014; and for disabled members is based on the 130% of the RP-2014 Disabled Annuitant Mortality Table for males and 115% of the RP-2014 Disabled Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2019 information for a 10-year time horizon. The valuation assumption for long-term expected return is re-assessed at a minimum of every four years, and is set based on a 30-year time horizon; the most recent analysis was performed in 2017.

Denton County Transportation Authority
Notes To Financial Statements

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Geometric Real Rate of Return (Expected minus Inflation)
US Equities	10.5%	5.40%
Private Equity	18.0%	8.40%
Global Equities	2.5%	5.70%
International Equities-Developed	10.0%	5.40%
International Equities-Emerging	7.0%	5.90%
Investment-Grade Bonds	3.0%	1.60%
Strategic Credit	12.0%	4.39%
Direct Lending	11.0%	7.95%
Distressed Debt	2.0%	7.20%
REIT Equities	2.0%	4.15%
Master Limited Partnerships	3.0%	5.35%
Private Real Estate Partnerships	6.0%	6.30%
Hedge Funds	13.0%	3.90%
Total	100.0%	

Discount Rate: The discount rate used to measure the Total Pension Liability was 8.10%. The projected fiduciary net position is projected to be sufficient to pay projected benefit payments in all future years; the discount rate for purposes of calculating the total pension liability and net pension liability of the employer is equal to the long-term assumed rate of return on investments. The discount rate reflects the long-term assumed rate of return on assets for funding purposes of 8.00%, net of all expenses, increased by 0.10% to be gross of administrative expenses.

Denton County Transportation Authority
Notes To Financial Statements

Changes in Net Pension Liability:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at December 31, 2017	$ 1,439,099	$ 1,437,859	$ 1,240
Changes for the year:			
Service cost	268,708	-	268,708
Interest on total pension liability	138,144	-	138,144
Effect of plan changes	-	-	-
Effect of economic/demographic gains or losses	20,678	-	20,678
Effect of assumptions changes or inputs	-	-	-
Refund of contributions	(2,114)	(2,114)	-
Benefit payments	(2,630)	(2,630)	-
Administrative expenses	-	(1,408)	1,408
Member contributions	-	149,818	(149,818)
Net investment income	-	(23,109)	23,109
Employer contributions	-	184,229	(184,229)
Other	-	9,955	(9,955)
Balance at December 31, 2018	$ 1,861,885	$ 1,752,600	$ 109,285

Sensitivity of the net pension liability to changes in the discount rate: The following presents the net pension liability of the Authority, calculated using the discount rate of 8.10%, as well as what the Authority's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (7.10%) or 1-percentage-point higher (9.10%) than the current rate:

	1% Decrease in Discount Rate (7.10%)	Discount Rate (8.10%)	1% Increase in Discount Rate (9.10%)
Total pension liability	$ 2,188,735	$ 1,861,885	$ 1,595,623
Fiduciary net pension	1,752,600	1,752,600	1,752,600
Net pension liability	$ 436,135	$ 109,285	$ (156,977)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions:

For the year ended September 30, 2019, the Authority recognized pension expense of $168,678.

At September 30, 2019, the Authority reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual economic experience	$ 47,683	$ 105,945
Changes in actuarial assumptions	-	10,326
Difference between projected and actual investment earnings	-	105,060
Contributions subsequent to the measurement date	-	148,321
Total	$ 47,683	$ 369,652

Deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date of $148,321 will be recognized as a reduction of the net pension liability for the measurement year ending December 31, 2019 (i.e. recognized in the Authority's financial statements September 30, 2020). Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31	Pension Expense Amount
2019	$ 47,815
2020	34,586
2021	32,012
2022	33,015
2023	11,820
Thereafter	14,400
Total	$ 173,648

Note 8. Bonds Payable

In December 2009, the Authority issued Sales Tax Revenue Refunding Bonds for $20,890,000. This bond issuance refunds the $20 million privately held bonds that were issued in 2008 and will allow the Authority to repay the bonds over 20 years versus a five-year repayment under the original issuance. Because of the early repayment, a $727,000 interest penalty was incurred. The penalty was being amortized over the remaining life of the 2008 issuance and was paid in full as of September 30, 2013. This amount was financed through the refunding bonds. The Authority has pledged the sales tax revenues towards the repayment of the bonds. The first principal payment was made in September 2013 and annual installments continue through September 2029.

Denton County Transportation Authority
Notes To Financial Statements

In September 2011, the Authority issued Sales Tax Contractual Obligations for $14,390,000. This issuance funds the acquisition of rail vehicles and the first phase of the new federal mandate for Positive Train Control. The first principal payment was made in September 2015 and annual installments continue through September 2031.

The annual debt service requirements are:

Fiscal Year Ending September 30,	Principal	Interest	Total
2020	$ 1,870,000	$ 909,368	$ 2,779,368
2021	1,955,000	840,861	2,795,861
2022	2,035,000	769,307	2,804,307
2023	2,125,000	694,818	2,819,818
2024-2028	12,120,000	2,237,793	14,357,793
2029-2031	5,125,000	286,813	5,411,813
Total requirements	$ 25,230,000	$ 5,738,960	$ 30,968,960

The following is a summary of changes in bonds payable of the Authority for the year ended September 30, 2019:

Balance at October 1, 2018	$ 27,020,000
Additions	-
Reductions	(1,790,000)
Balance at September 30, 2019	$ 25,230,000

The current portion of bonds payable is $1,870,000 as of September 30, 2019. Interest is due semi-annually in March and September with the first payment paid on March 15, 2010. The bonds bear interest of 3.14% and 3.99%.

No interest was capitalized during the years ended September 30, 2019 and 2018.

The bond agreements require the Authority to establish and maintain a pledged revenue account and a bond fund account at a depository institution and segregate these accounts in the general ledger for the purpose of accumulating principal and interest when it becomes due and payable. At September 30, 2019 and 2018, the Authority was in compliance with this requirement.

Note 9. Easement Obligation

In June 2010, the Authority entered into a rail operating easement agreement with DART. The easement obligation represents the remaining principal amounts payable under the agreement. Remaining requirements are as follows:

Fiscal Year Ending September 30,	Principal
2020	$ 100,000
2021	100,000
2022	100,000
2023	100,000
2024-2028	500,000
2029	100,000
Total requirements	$ 1,000,000

The current portion of the easement obligation is $100,000 as of September 30, 2019.

Note 10. Commitments and Contingencies

Risk Management

The Authority is exposed to various types of risk of loss including torts; theft of, damage to, or destruction of assets; errors or omissions; job-related illnesses or injuries to employees; natural disasters; and environmental occurrences.

The Authority is a participant in the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) to provide insurance for errors and omission, general liability, workers' compensation, automobile liability, and physical damage coverage. TML-IRP was self-sustaining in 2019 based on premiums charged so that total contributions plus earnings on the contributions will be sufficient to satisfy claims and liabilities.

Premiums are assessed based on the rates set by the Texas State Board of Insurance for each participating political subdivision's experience. The Authority has a $10,000 deductible for errors and omissions liability with limits of $3,000,000 per wrongful act and an annual aggregate of $6,000,000. General liability coverage has no deductible with limits of $1,000,000 per occurrence, $1,000,000 per occurrence for sudden events involving pollution, and an annual aggregate of $2,000,000. Worker's compensation coverage has no deductible. Automobile liability has a limit of $5,000,000 per occurrence. The Authority's vehicles are insured for physical damage for collision and comprehensive coverage after a $10,000 deductible. Real and personal property coverage has a $10,000 deductible. Cyber Liability and Data Breach Response Coverage is also provided by TML-IRP for the following:

- Information Security, Privacy Liability, Website Media Content Liability - $1,000,000 Aggregate limit, $0 deductible
- Privacy Breach Response Services - $25,000 per incident and in the Aggregate, $1,250 deductible per incident
- Regulatory Defense & Penalties/Payment Card Industry Fines and Expenses/Cyber Extortion/First Party Data Protection and Network Business Interruption - $50,000 Aggregate limit; $2,500 deductible per claim, $5,000 Loss of Income Deductible.

The Authority has a government crime policy with TML-IRP insuring against forgery and computer fraud up to $1,000,000 in the aggregate. For the year ended September 30, 2019, the Authority has not incurred any losses under this plan.

In addition to the coverages provided by TML-IRP, the Authority also carries Pollution Liability Coverage for its 16,000 gallon Underground Fuel Storage Tank (UST) permitted by the Texas Commission on Environmental Quality (TCEQ) and located at the Rail Operations & Maintenance Facility. The UST provides fleet re-fueling for the Authority's passenger rail vehicles. Mid-Continent Casualty Company is the insurance provider with the following coverages: $1,000,000 each Pollution Incident for bodily injury, property damage and claim handling, $2,000,000 Annual Aggregate, $5,000 deductible.

The Authority's Excess Railroad Liability Insurance is provided through a multi-layer program with Steadfast Insurance Company, a member of Zurich Insurance Group, as the primary carrier with a policy limit of $125,000,000 and $2,000,000 self-insured retention and claims handling including defense costs. Prior to securing its own rail liability insurance coverage in October 2016, this coverage was provided via shared policy with DART and Trinity Metro which carried the Authority as an additional insured with the Authority sharing in the cost of the annual premium.

Litigation

The Authority has no pending lawsuits as of September 30, 2019.

State and Federal Grants

The Authority participates in several State and Federal grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to these grant programs are subject to audit, approval, and adjustment by the grantor agencies, which could result in refunds to the grantor. It is management's opinion that the Authority has complied with substantially all of the requirements under the respective grants, and therefore, no provision has been recorded in the accompanying financial statements for such liabilities.

Commitments

At September 30, 2019, the Authority has the following outstanding commitments for large scale projects:

Rail purchased transportation services	$	86,031,538
Positive train control system implementation		1,724,810
Engineering and design		43,386
Eagle Point Hike & Bike Trail		613,866
	$	88,413,600

Operating Lease Agreements

The Authority has entered into certain operating lease agreements. All operating leases to which the Authority is currently a party will expire in fiscal year 2020. The total lease expense was $321,903 for 2019 and $313,497 for 2018. The lease payments by year are as follows:

	2020	Total
Lease commitments		
Administration offices	$ 114,084	$ 114,084
Total lease commitments	$ 114,084	$ 114,084

Funding

These current expenditures, current contract commitments, and any future commitments will be funded by the Authority out of available cash and investments, future sales tax collections, federal grants, and debt financing.

Note 11. New Accounting Pronouncements

The GASB pronouncements effective in fiscal year 2019 and 2020 are listed as follows:

The GASB issued Statement No. 83, Certain Asset Retirement Obligations, which will be effective for periods beginning after June 15, 2018. This Statement addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability based on the guidance in this Statement. This Statement applies to all state and governmental entities. This standard became effective for the Authority in fiscal year 2019. The implementation of this statement did not impact the Authority's financial statements.

The GASB issued Statement No. 84: Fiduciary Activities, which will be effective for periods beginning after December 15, 2018. The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity, and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. This standard becomes effective for the Authority in fiscal year 2020. The District has not yet determined the impact of this statement.

The GASB issued Statement No. 88, Certain Disclosures Related to debt, including Direct Borrowings and Direct Placements, which will be effective for periods beginning after June 15, 2018. The primary objective of this Statement is to improve the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt. This Statement defines debt for purposes of disclosure in notes to financial statements as a liability that arises from a contractual obligation to pay cash (or other assets that may be used in lieu of cash) in one or more payments to settle an amount that is fixed at the date the contractual obligation is established. This Statement applies to all state and governmental entities. This standard became effective for the Authority in fiscal year 2019. The implementation of this statement did not impact the Authority's financial statements.

The GASB issued Statement No. 90: Majority Equity Interests – an Amendment to GASB Statements No. 14 and No. 61. Statement 90 which will be effective for periods beginning after December 15, 2018. The primary objectives of this Statement is to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statements information for certain component units. The Statement also requires that a component unit in which a government has a 100 percent equity interest account for its assets, deferred outflows of resources, liabilities, and deferred inflows of resources at acquisition value at the date the government acquired a 100 percent equity interest in the component unit. This standard will become effective for the Authority in fiscal year 2020. The Authority will evaluate the impact of the standard on its Financial Statements and will take the necessary steps to implement it.

Note 12. Subsequent Events

The Authority has evaluated all events and transactions that occurred after September 30, 2019 through February XX, 2020, the date the financial statements were issued.

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January 16, 2020

Required Supplementary Information

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Denton County Transportation Authority

Required Supplementary Information
Texas County & District Retirement System
Schedule of Changes in the Employer's Net Pension Liability and Related Ratios
(Unaudited)

	2014	2015	2016	2017	2018
TOTAL PENSION LIABILITY					
Service cost	$ 130,849	$ 159,650	$ 202,663	$ 232,727	$ 268,708
Interest (on the total pension liability)	37,882	60,290	70,330	102,436	138,144
Effect of plan changes	40,628	(26,820)	-	-	-
Effect of assumption changes or inputs	-	13,055	-	5,065	-
Effect of economic/demographic (gains) or losses	87,214	(95,366)	6,193	68,812	20,678
Benefit payments/refunds of contributions	(12,905)	(1,640)	(28,266)	(3,633)	(4,744)
Net Change in Total Pension Liability	283,668	109,169	250,920	405,407	422,786
Total Pension Liability - Beginning	389,935	673,603	782,772	1,033,692	1,439,099
TOTAL PENSION LIABILITY, ending (a)	$ 673,603	$ 782,772	$ 1,033,692	$ 1,439,099	$ 1,861,885
PLAN FIDUCIARY NET POSITION					
Contributions - Employer	$ 72,565	$ 108,954	$ 126,805	$ 148,998	$ 184,229
Contributions - Employee	78,874	92,022	104,798	122,330	149,818
Investment income net of investment expenses	25,740	(13,315)	55,555	152,471	(23,109)
Benefit payments/refunds of contributions	(12,905)	(1,640)	(28,266)	(3,633)	(4,744)
Administrative expense	(366)	(472)	(604)	(956)	(1,408)
Other	(27)	(57)	22,435	3,579	9,955
Net change in plan fiduciary net position	163,881	185,492	280,723	422,789	314,741
Plan fiduciary net position - beginning	384,974	548,855	734,347	1,015,070	1,437,859
PLAN FIDUCIARY NET POSITION, ending (b)	$ 548,855	$ 734,347	$ 1,015,070	$ 1,437,859	$ 1,752,600
NET PENSION LIABILITY, ending (a) - (b)	$ 124,748	$ 48,425	$ 18,622	$ 1,240	$ 109,285
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	81.48%	93.81%	98.20%	99.91%	94.13%
Covered payroll	$ 1,577,470	$ 1,840,437	$ 2,095,950	$ 2,446,606	$ 2,996,341
Net pension liability as a percentage of covered employee payroll	7.91%	2.63%	0.89%	0.05%	3.65%

Notes to Schedule:

As of December 31 - Measurement date

Benefit changes. There were no changes of benefit terms that affected measurement of the total pension liability during the measurement period.

Changes of assumptions. No change in assumptions for 2018.

Only five years of data is presented in accordance with GASB 68, Paragraph 138. "The information for all periods for the 10-year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, that information should be presented for as many years as are available. The schedules should not include information that is not measured in accordance with the requirements of this Statement."

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Denton County Transportation Authority

Required Supplementary Information
Texas County & District Retirement System
Schedule of Employer Contributions
(Unaudited)

	2015	2016	2017	2018	2019
Actuarially determined contribution by calendar year	$ 72,565	$ 108,954	$ 126,805	$ 148,998	$ 184,229
Contributions in relation to the actuarially determined contribution by fiscal year	99,864	120,475	143,780	184,273	188,483
CONTRIBUTION DEFICIENCY (EXCESS)	$ (27,299)	$ (11,521)	$ (16,975)	$ (35,275)	$ (4,254)
Covered payroll by fiscal year	$ 1,776,972	$ 2,001,375	$ 2,364,645	$ 3,002,632	$ 3,025,716
Contributions as a percentage of covered-employee payroll	5.62%	6.02%	6.08%	6.14%	6.23%

Notes to Schedule:

Valuation date:

Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost method	Entry Age
Amortization method	Level percentage of payroll, closed
Remaining amortization period	15.6 years
Asset valuation method	5-year smoothed market
Inflation	2.75%
Salary increases	Varies by age and service. 4.9% average over career including inflation.
Investment rate of return	8.00% net of administrative and investment expenses, including inflation
Retirement age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.

Only five years of data is presented in accordance with GASB 68, Paragraph 138. "The information for all periods for the 10-year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, that information should be presented for as many years as are available. The schedules should not include information that is not measured in accordance with the requirements of this Statement."

Supplementary Information

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Denton County Transportation Authority

Schedule of Revenues and Expenses – DCTA – Budget to Actual
Year Ended September 30, 2019 with Comparative Actual for 2018

	Original Budget	Final Budget	Actual	Variance with Final Budget Over/(Under)	2018 Actual
OPERATING REVENUES					
Passenger revenue	$ 880,448	$ 880,448	$ 1,357,691	$ 477,243	$ 1,114,734
Contract services	4,132,383	4,132,383	4,201,278	68,895	3,416,001
Other	1,000	1,000	210,198	209,198	858,648
Total operating revenues	5,013,831	5,013,831	5,769,167	755,336	5,389,383
OPERATING EXPENSES					
Salaries, wages and fringe benefits	12,817,577	10,287,136	9,681,725	605,411	11,137,613
Services	3,920,640	4,634,656	5,192,257	(557,601)	4,348,623
Materials and supplies	3,548,328	3,165,045	2,445,770	719,275	2,508,020
Purchased transportation services	10,492,159	10,342,159	9,755,585	586,574	8,980,451
Utilities	503,723	503,723	445,809	57,914	439,476
Insurance	1,808,331	1,767,923	1,655,084	112,839	1,707,909
Facility and equipment rents	248,974	234,974	221,903	13,071	213,497
Other - miscellaneous	610,016	535,869	278,188	257,681	274,072
Depreciation and amortization	10,790,951	10,790,951	9,813,483	977,468	10,202,356
Total operating expenses	44,740,699	42,262,436	39,489,804	2,772,632	39,812,017
Operating loss	(39,726,868)	(37,248,605)	(33,720,637)	3,527,968	(34,422,634)
NONOPERATING REVENUES (EXPENSES)					
Sales tax revenue	28,450,180	28,450,180	28,735,383	285,203	27,937,707
Transit system operating assistance grants	5,397,931	4,351,253	6,664,660	2,313,407	5,484,450
Investment income	200,000	200,000	597,793	397,793	350,924
Interest expense	(974,984)	(974,984)	(972,668)	2,316	(1,040,263)
Gain (loss) on disposal of assets	-	-	18,301	18,301	2,340
Total nonoperating revenue (expenses)	33,073,127	32,026,449	35,043,469	3,017,020	32,735,158
INCOME (LOSS) BEFORE CAPITAL GRANTS/TRANSFERS	(6,653,741)	(5,222,156)	1,322,832	6,544,988	(1,687,476)
GRANTS FOR CAPITAL IMPROVEMENTS	5,300,531	3,811,389	4,187,777	376,388	1,631,747
TRANSFERS					
Transfers Out	-	(2,817,851)	(2,760,302)	57,549	-
Change in net position	$ (1,353,210)	$ (1,410,767)	$ 2,750,307	$ 6,978,925	$ (55,729)

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Denton County Transportation Authority

Schedule of Revenues and Expenses – NTMC – Budget to Actual
Year Ended September 30, 2019 with Comparative Actual for 2018

	Original Budget	Final Budget	Actual	Variance with Final Budget Over/(Under)	2018 Actual
OPERATING EXPENSES					
Salaries, wages and fringe benefits	$ -	$ 2,674,142	$ 2,685,968	$ (11,826)	$ -
Services	-	29,154	28,449	705	-
Insurance	-	40,408	42,105	(1,697)	-
Other - miscellaneous	-	74,147	3,780	70,367	-
Total operating expenses	-	2,817,851	2,760,302	57,549	-
Operating loss	-	(2,817,851)	(2,760,302)	57,549	-
INCOME (LOSS) BEFORE TRANSFERS	-	(2,817,851)	(2,760,302)	57,549	-
TRANSFERS					
Transfers In	-	2,817,851	2,760,302	(57,549)	-
Change in net position	$ -	$ -	$ -	$ -	$ -

Board of Directors Meeting Minutes for: December 5, 2019

Board of Directors
Regular Meeting Minutes

The Board of Directors of the Denton County Transportation Authority convened the Regular Meeting of the Board of Directors with Dianne Costa, Vice Chair presiding on December 5, 2019 at 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057.

Attendance

Voting Members
Dianne Costa, Chair, Highland Village
TJ Gilmore, Vice Chair, Lewisville
Randall Chrisman, Secretary, Denton County #1
Chris Watts, Denton
Sam Burke, Denton County #2

Non-voting Members
Tom Winterburn, Corinth
Mark Miller, Flower Mound
Ron Trees, Little Elm
Allen Harris, The Colony – left @ 12:15
Carter Wilson, Frisco
Connie White, Small Cities
Michael Savoie, Small Cities – present @ 10:25

Legal Counsel
Joe Gorfida
Frank Stevenson, Locke Lord
David Allen, Locke Lord

Guest Speakers
Mark Brooks, Brooks Hospitality Consulting
Reed Lanham, Deputy COO of Rail Trinity Metro

DCTA Executive Staff
Raymond Suarez, Chief Executive Officer
Kristina Holcomb, Deputy Chief Executive Officer
Marisa Perry, Chief Financial Officer, Vice President of Finance
Nicole Recker, Vice President of Marketing and Administration

Other DCTA Staff Attendees
Lindsey Baker, Director of Strategic Partnerships
Amber Karkauskas, Controller
Troy Raley, Director of Bus Operations and Maintenance
Brandy Pedron, Executive Administrator

Public Attendees
Shannon Joski, Denton County #1 Alternate
Brandi Bird, Bird Advocacy and Consulting
Stan Nixon, UNT Assistant Director, Transit and Special Projects
Peggy Hinkle-Wolf, DRC
Jim Owen
Paula Richardson

CALL TO ORDER: *Chair Costa called the meeting to order and announced the presence of a quorum at 10:01 am. Raymond Suarez, announced NTMC meeting still in session with the presence of a quorum.*

PLEDGE OF ALLEGIANCE – *led by Secretary Chrisman*

INVOCATOIN – *led by Chair Costa*

WELCOME AND INTRODUCTION OF VISITORS – *none*

PUBLIC COMMENT – *Jim Owen gave a public comment to the Board of Directors*

GUEST PRESENTER – *Mark Brooks with Brooks Hospitality Consulting and Reed Lanham, Deputy COO of Rail for Trinity Metro, gave a presentation to the Board of Directors regarding Mixed-Use, Transit Oriented Development.*

BYLAW MODIFICATION WORKSHOP - *Lindsey Baker, Director of Strategic Partnerships, provided an overview of the Bylaws Modification process. Frank Stevenson, Locke Lord LLP, facilitated the discussion as continued from the October Board meeting with the objective to find continued alignment across all Board members and consider approving the final Bylaws during Regular Agenda Item 9.*

- *The Board participated in discussions regarding non-voting Board members presence in Closed Sessions of the Board Meetings.*

[Board Chair Costa made a motion to recess the meeting for 10 minutes at 12:06 pm. The time of recess expired, and the meeting resumed at 12:17 pm.]

WORKSHOP AGENDA ITEMS

1. Consider Resolution R19-13 to Approve the Amended and Restated Bylaws
   - *A Motion to approve the Resolution R19-13 to Approve the Amended and Restated Bylaws with the following stipulations: two parentheticals 1) change may to shall in Article 1, Section 3 (g), Romanette III; 2) accepted changes as submitted to the Board with review regarding Article 1, Section 3(j); and stipulation to language to include non-voting Board members in Closed Session and Executive Sessions up to June 5, 2020, and all preceding changes the Board had closure on earlier in discussion was made by Chair Costa. The motion was seconded by Sam Burke. Votes in favor were made by Secretary Chrisman, Chair Costa and Sam Burke. Votes opposed were made by Vice Chair Gilmore and Chris Watts. There are less thank the required 3/5th majority votes required in the affirmative and the motion is lost.*
   - *A Motion to approve the Resolution R19-13 to Approve the Amended and Restated Bylaws with the three stipulations mentioned above excluding the proposed language allowing non-voting Board members in Closed Session and Executive Sessions was made by Sam Burke. The motion was seconded by Vice Chair Gilmore. Votes in favor were made by Vice Chair Gilmore, Chris Watts and Sam Burke. Votes opposed were made by Chair Costa and Secretary Chrisman. The required 3/5^{ths} majority vote in the affirmative was made and the motion is adopted.*

2. Consider Resolution R19-15 Amending Resolution for Board Officers
   - *A Motion to approve the approve Resolution R19-15 Amending Resolution for Board Officers was made by Sam Burke. The motion was seconded by Chris Watts. Motion passed unanimously by the Board with no abstentions.*

3. Consider the Approval of Second Amendment to Engagement Letter with Locke Lord, LLP, Related to Amended Bylaws
   - *A Motion to approve the approve Second Amendment to Engagement Letter with Locke Lord, LLP was made by Vice Chair Gilmore. The motion was seconded by Chair Costa. Motion passed unanimously by the Board with no abstentions.*

CONSENT AGENDA

1. Approval of October 24, 2019 Minutes

2. Consider Monthly Financial Statement for October 2019
   - *A Motion to approve the Consent Agenda item 1 and 2 was made by Vice Chair Gilmore. The motion was seconded by Chris Watts. Motion passed unanimously by the Board with no abstentions.*

INFORMATIONAL REPORTS – *The following information reports were presented to the Board in the Board Packets for review. No inquires of these items were made at this time.*

1. Monthly Financial Reports for October 2019

2. Community Forum Update

REGULAR AGENDA

1. Cost Model Status Update – *Marisa Perry provided the Board a brief update on the Cost Model Status. DCTA staff will host an additional Cost Allocation Workshop with Member City staff on December 19, 2019.*

2. Transformation Initiative Scope of Services – *Nicole Recker provided the Board with an update on the Agency Transformation Initiative and the Transformation Initiative RFQ Timeline. The Board discussed and agreed that Board Members will have until Monday, January 13th to provide edits to the draft scope of work. All edits will be combined into one comprehensive, redlined document that will be included in the January Board packet in preparation for a workshop at the January 23rd Board meeting. Additionally, staff asked the Board to begin the consideration of: (1) how they would like staff to support this RFP and implementation effort, and (2) who they would like to recommend for the RFP evaluation committee. Each member city and the county will receive one slot on the evaluation committee.*

3. North Texas Mobility Corporation (NTMC) Board Appointment – *Kristina Holcomb provided the Board with a proposed timeline for DCTA Board appointments for the North Texas Mobility Corporation Board of Directors and provided requirements for eligibility and the Board agreed to have recommended candidate names and resumes send to Brandy Pedron by January 13 to present to the board at the January 23rd Board meeting.*

4. Consider Approval of an Award for State Legislative Consulting Services and Authorize CEO to Negotiate an Agreement – *Kristina Holcomb and Lindsey Baker provided an overview of the RFP process and made a recommendation of award to state legislative consulting firm. Chris Watts requested that next time staff include the financial impact on this information.*
   - *A Motion to approve the Regular Agenda item 4 was made by Secretary Chrisman. The motion was seconded by Sam Burke. Motion passed unanimously by the Board with no abstentions.*

5. Consider the Approval of Task Order 3, Revision 2 with Irving Holdings for Contract 17-03 On-Demand Rideshare Services for Frisco – *Troy Raley provided an update on the current contract and requested the board to increase the budget to $95,000 annually and provide an option to renew annually for this contract.*

- *A Motion to approve the Regular Agenda item 5 without the option to renew annually was made by Sam Burke. The motion was seconded by Secretary Chrisman. Motion passed unanimously by the Board with no abstentions.*

6. Consider the Approval of Task Order 10 with Lyft for Contract 17-03 On-Demand Rideshare Services for University of North Texas (UNT) Late-Night Ride Service. – *Troy Raley requested Board approval for this Task Order to provide late-night service to the UNT campus in the amount of $72,000 per year.*
    - *A Motion to approve the Regular Agenda item 6 was made by Sam Burke. The motion was seconded by Secretary Chrisman. Motion passed unanimously by the Board with no abstentions.*

7. Consider Approval of the Interlocal Agreement Amendment 5 with North Central Texas College for DCTA Bus Services – *Troy Raley informed the Board of DCTA and NCTC desire to extend the current agreement for an additional six months through June 30, 2020.*
    - *A Motion to approve the Regular Agenda item 7 was made by Vice Chair Gilmore. The motion was seconded by Sam Burke. Motion passed unanimously by the Board with no abstentions.*

8. Consider Resolution R19-16 to Endorse the FTA Transit-Oriented Development (TOD) Grant Submittal and Support 20% Local Match for TOD Planning Study – *Raymond Suarez provided an update to the Board. The proposed project, TOD Planning for the Kansas City Southern Rail Line: Denton County Future Corridor will enable the agency to collaborate with its member cities towards developing conceptual station-area master plans and transit-supportive land development regulations. The project is intended to help ensure that any future commuter rail service on the Denton County portion of the KCS corridor is economically productive through value capture of future investments in mobility by DCTA and its regional partners. The 25-mile segment of the existing Kansas City Southern (KCS) Rail Line is entirely located in Denton County and begins at the University of North Texas and continues southeast through the cities of Denton, Highland Village, Lewisville, and eastern Denton County. The corridor study area is a separate right-of-way for freight rail which has long-range potential for expanded DCTA commuter rail service and would connect to A-train and DART lines.*
    - *A Motion to approve the Regular Agenda item 8 was made by Chris Watts. The motion was seconded by Sam Burke. Motion passed unanimously by the Board with no abstentions.*

9. Corinth Station Feasibility Update – *Raymond Suarez briefly updated the Board on the Corinth Station and noted that the Board needs to address the New Member Policy before further detailed discussions.*

10. Consider the Elimination of Denton Enterprise Airport Zone Service – *Troy Raley briefed the Board on Staff's request to eliminate the Denton Enterprise Airport Zone Service due to ridership not developed.*
    - *A Motion to approve the Regular Agenda item 10 was made by Secretary Chrisman. The motion was seconded by Sam Burke. Motion passed unanimously by the Board with no abstentions.*

11. Service Standards Briefing – *Raymond Suarez gave the Board a briefing on Service Standards.*

12. DCTA 2020 Board Meeting Calendar – *A draft 2020 Board meeting calendar was presented to the Board for review. Chair Costa proposed the meetings begin at 10 am rather than 12 pm and the Board agreed. Marisa Perry stated that there will be an FY21 Budget Workshop midyear and the Board agreed to hold that meeting on July 8, 2020.*

13. Discussion of Regional Transportation and Legislative Issues
    - *Chair Costa informed the Board that any DART-related initiative would be covered under this agenda item from now on.*
    - *Chair Costa provided a recap to the Board regarding DCTA Annual DC Visit and provided the legislative meeting schedule.*

CONVENE EXECUTIVE SESSION – *The Board convened into executive session at 3:09 pm*

The Board may convene the Regular Board Meeting into Closed Executive Session for the following:

a. As Authorized by Section 551.071(2) of the Texas Government Code, the Board of Directors Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the General Counsel on any Agenda Item Listed Herein or the Regular Board Meeting Agenda.
b. As Authorized by Section 551.071(2) of the Texas Government Code, Consultation with General Counsel regarding duties and responsibility of North Texas Mobility Corporation (NTMC) and the Collective Bargaining Agreement with NTMC and Amalgamated Transit Union Local 1338, effective April 1, 2018.
c. As Authorized by Section 551.074 of the Texas Government Code, the Board Meeting may be Convened into Closed Executive Session for Deliberation of Personnel: Annual President's Performance Review.

RECONVENE OPEN SESSION – *The Board reconvened the open meeting at 3:42 pm*

Reconvene and Take Necessary Action on Items Discussed during Executive Session.

No action taken.

FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS

Staff will discuss proposed future agenda items. Board members may request an informational item or action item to be added to the next Board meeting agenda. –

REPORT ON ITEMS OF COMMUNITY INTEREST – *None at this time.*

ADJOURN – *The meeting was adjourned at 6:51 p.m.*

The minutes of the October 24, 2019 Board of Directors Meeting were passed and approved by a vote on this 23rd day of January 2020.

_____
Dianne Costa, Chair

ATTEST

_____
Randall Chrisman, Secretary

Board of Directors Memo

January 23, 2020

SUBJECT: Consider Monthly Financial Statements and Financials for November 2019

Background

The financial statements are presented monthly to the Board of Directors for acceptance. The reports presented for the period ending November 30, 2019 include the Statement of Change in Net Position, Statement of Net Position, and Capital Projects Fund. These reports provide a comparison of budget vs. actual for the fiscal year as of the current month.

The following are major variances between year-to-date budget and year-to-date actuals, which are annotated on the Statement of Change in Net Position.

- **Note A:** Passenger Revenues – YTD favorable by $5k mainly due to higher than anticipated rail average fare per rider. The FY20 budget estimated an average fare per rail rider of $1.50; however, YTD rail revenue per rider was $1.87 ($16k increased revenue). This favorable variance is partially offset by lower than budgeted rail ridership and lower than budgeted fare per bus rider. YTD FY20 rail ridership of 75k is 10% less than budgeted ridership of 83k. YTD FY20 bus ridership for Connect, Access, Frisco, Collin County Transit, and North Texas Xpress of 116k is 2% greater than budgeted ridership of 113k. YTD FY20 revenue per bus rider of $0.92, however, is 11% lower than the budgeted fare per rider of $1.03.

		YTD FY20 Actual Ridership	YTD FY20 Budgeted Ridership	% Variance, Actual to Budget	YTD FY19 Actual Ridership	% Variance, Actual to Prior Year
Total Rail Ridership	(A)	75,041	82,946	-10%	82,125	-9%
Connect, Access, Frisco, CCT, NTX	(A)	116,005	113,332	2%	107,856	8%
UNT, NCTC, Taxi Ridership	(B)	444,764	518,889	-14%	521,333	-15%
Total Bus Ridership		560,769	632,221	-11%	629,189	-11%
Total Ridership		635,810	715,167	-11%	711,314	-11%

(A) Passenger revenues are linked with these ridership statistics. Although Frisco & CCT service are contracted services, the passengers are responsible for a passenger fare as well.

(B) These ridership numbers are not linked to passenger revenues and are shown for information purposes only to include all system ridership.

- **Note B:** Contract Service Revenue – YTD unfavorable by $11k. YTD FY20 fuel usage for contract services of 28k gallons is 7% lower than the budgeted usage of 30k gallons ($6k decreased revenue). Average YTD pass-through fuel cost is $2.09/gallon compared to budgeted $3.00/gallon ($26k decreased revenue). Lyft invoices were not billed this month due to timing of vendor payables which resulted in $4k decreased revenue. A portion of the unfavorable revenue variance is offset by higher than budgeted revenue hours ($25k increased revenue).

- **Note C:** Sales Tax Revenue – November sales tax revenue is not yet received and is accrued for the month based on budget. Sales tax generated in November will be received in January. The Sales Tax Report included in this agenda packet provides a more detailed Budget to Actual comparison of sales tax receipts collected through December, representing sales tax generated through October.

- **Note D:** Federal/State Grants - Capital – YTD unfavorable by $269k as the Hike & Bike Trail at Eagle Point due to a delay in reimbursements which will be requested as payments are made.

	YTD FY20 Actual Revenue	YTD FY20 Budgeted Revenue	Variance, Actual to Budget
Hike & Bike Trail – Eagle Point	$ 211,346	$ 480,000	$ (268,654)
	$ 211,346	**$ 480,000**	**$ (268,654)**

- **Note E:** Federal/State Grants - Operating – YTD unfavorable by $371k mainly due to timing differences as the bulk of ADA Assistance reimbursements were received at the end of FY19. The pending FY20 budget amendment will adjust accordingly. The Bus Preventative Maintenance reimbursements are under budget due to timing differences and will be requested in December. This negative variance is partially offset by current reimbursements for Rail Preventative Maintenance.

	YTD FY20 Actual Revenue	YTD FY20 Budgeted Revenue	Variance, Actual to Budget
Bus PM	$ 155,751	$ 230,292	$ (74,541)
Rail PM	238,482	168,864	69,618
Operating Assistance	-	-	-
ADA Assistance	38,839	405,531	(366,692)
Vanpool	13,310	20,000	(6,690)
NCTCOG NTX 35W JARC	7,757	-	7,757
	$ 454,139	**$ 824,687**	**$ (370,548)**

- **Note F:** Salary, Wages and Benefits (NTMC) – Due to operator turnover, overtime hours exceed budgeted expenses by $9k YTD. Efforts in recruitment and retention have increased.

Identified Need
Provides the Board a review of DCTA's financial position and the agency's performance to budget.

Recommendation
Staff recommends acceptance.

Exhibits
Exhibit 1(a): Monthly Financials - November 2019
Exhibit 1(b): Capital Projects Budget Report for November 2019

Submitted by:
Amber Karkauskas
Controller

Final Review:
Raymond Suarez
Chief Executive Officer

DENTON COUNTY TRANSPORTATION AUTHORITY

CHANGE IN NET POSITION
MONTH AND YEAR TO DATE NOVEMBER 30, 2019
(UNAUDITED)

	Month Ended November 30, 2019			Year to Date November 30, 2019				
Description	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget	
Revenue and Other Income								
Passenger Revenues	$ 100,033	$ 109,760	$ (9,727)	$ 246,229	$ 241,074	$ 5,155	$ 1,212,321	Note A
Contract Service Revenues	449,558	404,481	45,077	901,168	912,463	(11,295)	4,416,160	Note B
Sales Tax Revenues	2,399,604	2,351,387	48,217	4,680,806	4,632,589	48,217	29,019,184	Note C
Federal/State Grants - Capital	211,346	240,000	(28,654)	211,346	480,000	(268,654)	5,753,410	Note D
Federal/State Grants - Operating	340,617	251,964	88,653	454,139	824,687	(370,548)	5,253,753	Note E
Total Revenues and Other Income	3,501,158	3,357,592	143,566	6,493,689	7,090,813	(597,124)	45,654,828	
Operating Expenses								
Salary, Wages and Benefits	312,637	407,375	94,738	725,623	842,531	116,908	4,996,191	
Services	187,621	211,333	23,712	341,686	733,958	392,272	3,393,656	
Materials and Supplies	211,842	271,635	59,793	389,147	553,493	164,346	3,307,659	
Utilities	29,027	42,998	13,971	35,583	85,996	50,413	527,988	
Insurance	198,733	146,024	(52,709)	271,264	314,152	42,888	1,752,329	
Purchased Transportation Services	848,764	889,928	41,164	1,719,314	1,765,780	46,466	10,700,706	
Miscellaneous	24,684	24,835	151	58,734	108,195	49,461	387,237	
Leases and Rentals	8,293	19,092	10,799	28,628	38,254	9,626	229,633	
Depreciation	806,560	833,315	26,755	1,612,795	1,666,627	53,832	10,612,052	
Total Operating Expenses	2,628,161	2,846,535	218,374	5,182,774	6,108,986	926,212	35,907,451	
Income Before Non-Operating Revenues and Expenses	872,997	511,057	361,940	1,310,915	981,827	329,088	9,747,377	
Non-Operating Revenues / (Expense)								
Investment Income	33,282	33,333	(51)	92,698	66,666	26,032	400,000	
Gain (Loss) on Disposal of Assets	-	-	-	-	-	-	-	
Fare Evasion Fee	-	83	(83)	-	166	(166)	1,000	
Other Income - Miscellaneous	1,705	-	1,705	21,165	-	21,165	51,000	
Long Term Debt Interest/Expense	(75,781)	(75,790)	9	(151,561)	(151,580)	19	(909,480)	
Total Non-Operating Revenues / (Expenses)	(40,794)	(42,374)	1,580	(37,698)	(84,748)	47,050	(457,480)	
Income (Loss) before Transfers	832,203	468,683	363,520	1,273,217	897,079	376,138	9,289,897	
Transfers Out	(753,545)	(749,862)	(3,683)	(1,536,610)	(1,561,283)	24,673	(8,781,700)	
Total Transfers	(753,545)	(749,862)	(3,683)	(1,536,610)	(1,561,283)	24,673	(8,781,700)	
Change in Net Position	$ 78,658	$ (281,179)	$ 359,837	$ (263,394)	$ (664,204)	$ 400,810	$ 508,197	

DENTON COUNTY TRANSPORTATION AUTHORITY

STATEMENT OF NET POSITION
AS OF NOVEMBER 30, 2019
(UNAUDITED)

	November 30, 2019	October 31, 2019	Change
Assets			
Current Assets			
Operating Cash & Cash Equivalents	$ 11,313,613	$ 11,577,584	$ (263,971)
Reserves: Cash & Cash Equivalents	12,717,725	12,700,839	16,887
Reserves: Investments	4,520,793	4,520,793	-
Accounts & Notes Receivable	7,371,499	7,648,252	(276,753)
Prepaid Expenses	794,108	77,862	716,246
Inventory	25,046	34,521	(9,474)
Restricted Asset-Cash and Equivalents	991,636	991,447	189
Total Current Assets	37,734,421	37,551,297	183,123
Non-Current Assets			
Land	17,394,147	17,394,147	-
Land Improvements	9,017,865	9,017,865	-
Machinery & Equipment	4,179,855	4,112,177	67,678
Vehicles	93,020,696	93,020,696	-
Computers & Software	1,387,627	1,387,627	-
Intangible Assets	16,997,155	16,997,155	-
Construction in Progress	21,797,463	20,707,513	1,089,949
Other Capital Assets, Net	234,616,978	234,616,978	-
Accumulated Depreciation	(79,209,448)	(78,387,422)	(822,026)
Total Non-Current Assets	319,202,337	318,866,736	335,601
Total Assets	**356,936,757**	**356,418,033**	**518,725**
Deferred Outflow of Resources			
Deferred Outflows Related to Pensions	264,899	264,899	-
Total Deferred Outflow of Resources	264,899	264,899	-
Liabilities			
Current Liabilities			
Accounts Payable and Accrued Expenses	1,577,682	1,159,952	417,731
Deferred Revenues	65,778	82,008	(16,229)
Interest Payable	151,561	75,781	75,781
Retainage Payable	605,405	605,405	-
Total Current Liabilities	2,400,427	1,923,145	477,282
Non-Current Liabilities			
Rail Easement Payable	1,000,000	1,000,000	-
Bonds Payable	25,230,000	25,230,000	-
Net Pension Liability	1,240	1,240	-
Total Non-Current Liabilities	26,231,240	26,231,240	-
Total Liabilities	**28,631,667**	**28,154,385**	**477,282**
Deferred Inflow of Resources			
Deferred Inflows Related to Pensions	70,780	70,780	-
Total Deferred Inflow of Resources	70,780	70,780	-
Net Position			
Net Investment in Capital Assets	293,688,041	293,703,507	(15,466)
Unrestricted	35,074,562	35,096,312	(21,750)
Change in Net Position	(263,394)	(342,052)	**78,658**
Total Net Position	$ 328,499,209	$ 328,457,767	$ 41,443

NORTH TEXAS MOBILITY CORPORATION

CHANGE IN NET POSITION
MONTH AND YEAR TO DATE NOVEMBER 30, 2019
(UNAUDITED)

	Month Ended November 30, 2019			Year to Date November 30, 2019			
Description	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
Operating Expenses							
Salary, Wages and Benefits	$ 737,360	$ 721,210	$ (16,150)	$ 1,509,306	$ 1,499,979	$ (9,327)	$ 8,460,824 Note F
Services	6,396	7,920	1,524	7,770	15,840	8,070	95,040
Insurance	9,745	11,052	1,307	19,490	22,104	2,614	132,636
Miscellaneous	45	9,680	9,635	45	23,360	23,315	93,200
Total Operating Expenses	753,545	749,862	(3,683)	1,536,610	1,561,283	24,673	8,781,700
Income (Loss) before Transfers	(753,545)	(749,862)	(3,683)	(1,536,610)	(1,561,283)	24,673	(8,781,700)
Transfers In	753,545	749,862	3,683	1,536,610	1,561,283	(24,673)	8,781,700
Total Transfers	753,545	749,862	3,683	1,536,610	1,561,283	(24,673)	8,781,700
Change in Net Position	$ -	$ -	$ -	$ -	$ -	$ -	$ -

NORTH TEXAS MOBILITY CORPORATION

STATEMENT OF NET POSITION
AS OF NOVEMBER 30, 2019
(UNAUDITED)

	November 30, 2019	October 31, 2019	Change
Assets			
Operating Cash & Cash Equivalents	$ 402,075	$ 346,889	$ 55,186
Prepaid Expenses	97,450	107,211	(9,762)
Total Assets	499,524	454,100	45,424
Liabilities			
Accounts Payable and Accrued Expenses	499,524	454,100	45,424
Total Liabilities	499,524	454,100	45,424
Net Position			
Change in Net Position	-	-	-
Total Net Position	$ -	$ -	$ -

DENTON COUNTY TRANSPORTATION AUTHORITY
CAPITAL PROJECT FUND
AS OF NOVEMBER 30, 2019

Capital Project Number/Name	Project Budget	November 2019 Actuals Booked	Actuals Life To Date	$ Under/ (Over) Budget	% of Budget (As of November 2019 Close)
Construction Work in Progress					
G&A Capital Projects					
Total 10302 · Infrastructure Acquisition	$ 400,000	$ 4,218	$ 246,226	$ 153,774	62%
Total 10403 · Server/Network Infrastructure	350,000	-	303,352	46,648	87%
Total 10606 · Professional Planning Services (Formerly Shared Use Mobility Study)	123,428	-	24,250	99,178	20%
Total G&A Capital Projects	**873,428**	**4,218**	**573,828**	**299,600**	**66%**
Bus Capital Projects					
Total 50305 · IOMF Fuel Tanks	1,037,000	1,110	1,015,031	21,969	98%
Total 50306 · Major Maintenance - Bus	125,000	-	-	125,000	0%
Total 50411 · Integrated Fare Payment	600,000	-	-	600,000	0%
Total 50513 · Fleet {2019}	1,481,000	-	-	1,481,000	0%
Total 50514 · Fleet {2020}	1,062,600	-	-	1,062,600	0%
Total 50601 · Train-the-Trainer (Formerly Scheduling Software)	250,000	-	28,125	221,875	11%
Total Bus Capital Projects	**4,555,600**	**1,110**	**1,043,156**	**3,512,444**	**23%**
Rail Capital Projects					
Total 61406.1 · Positive Train Control Implementation	16,720,141	-	15,268,563	1,451,578	91%
Total 61406.2 · Positive Train Control Enhancements	4,850,000	-	-	4,850,000	0%
Total 61409 · Stadler Diagnostic Laptops	80,000	-	-	80,000	0%
Total 61605 · Brownfield Remediation	385,000	-	311,248	73,752	81%
Total 61715 · Trail Safety Improvements	181,157	14,000	77,848	103,309	43%
Total 61716 · Lewisville Bike Trail - Eagle Point Section	2,995,873	277,462	2,583,238	412,635	86%
Total 61720 · Major Maintenance - Rail	2,024,826	860,838	956,676	1,068,150	47%
Total 61722 · Rail Safety Improvements 2020	200,000	-	-	200,000	0%
Total Rail Capital Projects	**27,436,997**	**1,152,300**	**19,197,573**	**8,239,424**	**70%**
Total Construction Work in Progress	**$ 32,866,025**	**$ 1,157,627**	**$ 20,814,557**	**$ 12,051,468**	**63%**

Board of Directors Memo

January 23, 2020

SUBJECT: Consider Monthly Financial Statements and Financials for December 2019

Background

The financial statements are presented monthly to the Board of Directors for acceptance. The reports presented for the period ending December 31, 2019 include the Statement of Change in Net Position, Statement of Net Position, and Capital Projects Fund. These reports provide a comparison of budget vs. actual for the fiscal year as of the current month.

The following are major variances between year-to-date budget and year-to-date actuals, which are annotated on the Statement of Change in Net Position.

- **Note A:** Passenger Revenues – YTD favorable by $20k mainly due to higher than anticipated rail average fare per rider. The FY20 budget estimated an average fare per rail rider of $1.50; however, YTD rail revenue per rider was $1.89 ($28k increased revenue). This favorable variance is partially offset by lower than budgeted rail ridership and lower than budgeted fare per bus rider. YTD FY20 rail ridership of 102k is 7% less than budgeted ridership of 109k. YTD FY20 bus ridership for Connect, Access, Frisco, Collin County Transit, and North Texas Xpress of 159k is 4% greater than budgeted ridership of 153k. YTD FY20 revenue per bus rider of $0.95, however, is 8% lower than the budgeted fare per rider of $1.03.

		YTD FY20 Actual Ridership	YTD FY20 Budgeted Ridership	% Variance, Actual to Budget	YTD FY19 Actual Ridership	% Variance, Actual to Prior Year
Total Rail Ridership	(A)	101,471	109,037	-7%	107,704	-6%
Connect, Access, Frisco, CCT, NTX	(A)	159,000	153,455	4%	148,769	7%
UNT, NCTC, Taxi Ridership	(B)	516,270	604,160	-15%	608,672	-15%
Total Bus Ridership		675,270	757,615	-11%	757,441	-11%
Total Ridership		776,741	866,652	-10%	865,145	-10%

(A) Passenger revenues are linked with these ridership statistics. Although Frisco & CCT service are contracted services, the passengers are responsible for a passenger fare as well.

(B) These ridership numbers are not linked to passenger revenues and are shown for information purposes only to include all system ridership.

- **Note B:** Contract Service Revenue – YTD favorable by $16k. YTD FY20 fuel usage for contract services of 36k gallons is 3% lower than the budgeted usage of 37k gallons ($4k decreased revenue). Average YTD pass-through fuel cost is $2.07/gallon compared to budgeted $3.00/gallon ($33k decreased revenue). Lyft invoices are billed in arrears due to timing of vendor payables which resulted in $4k decreased revenue. A portion of the unfavorable revenue variance is offset by higher than budgeted revenue hours ($57k increased revenue).

- **Note C:** Sales Tax Revenue – December sales tax revenue is not yet received and is accrued for the month based on budget. Sales tax generated in December will be received in February. The Sales Tax Report included in this agenda packet provides a more detailed Budget to Actual comparison of sales tax receipts collected through January, representing sales tax generated through November.

- **Note D:** Federal/State Grants - Capital – YTD unfavorable by $384k as the Hike & Bike Trail at Eagle Point due to a delay in reimbursements which will be requested as payments are made. This variance is offset, however, by Positive Train Control (PTC) and Safety & Security great than anticipated reimbursements.

	YTD FY20 Actual Revenue	YTD FY20 Budgeted Revenue	Variance, Actual to Budget
PTC – Phase 2 (CRISI Grant)	$ 19,000	$ -	$ 19,000
Safety & Security	22,400	-	22,400
Hike & Bike Trail – Eagle Point	354,711	780,389	(425,678)
	$ 396,111	**$ 780,389**	**$ (384,278)**

- **Note E:** Federal/State Grants - Operating – YTD unfavorable by $352k mainly due to timing differences as the bulk of ADA Assistance reimbursements were received at the end of FY19. The pending FY20 first quarter budget amendment will adjust accordingly. The Bus Preventative Maintenance reimbursements are under budget due to timing differences and will be requested in January. This negative variance is partially offset by current reimbursements for Rail Preventative Maintenance.

	YTD FY20 Actual Revenue	YTD FY20 Budgeted Revenue	Variance, Actual to Budget
Bus PM	$ 250,140	$ 345,438	$ (95,298)
Rail PM	346,048	253,296	92,752
Operating Assistance	-	-	-
ADA Assistance	74,033	447,917	(373,884)
Vanpool	38,610	30,000	8,610
NCTCOG NTX 35W JARC	15,617	-	15,617
	$ 724,448	**$ 1,076,651**	**$ (352,203)**

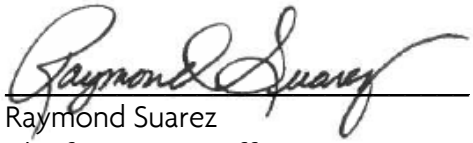
- **Note F:** Salary, Wages and Benefits (NTMC) – Due to operator turnover, overtime hours exceed budgeted expenses by $37k YTD. Efforts in recruitment and retention have increased.

Identified Need
Provides the Board a review of DCTA's financial position and the agency's performance to budget.

Recommendation
Staff recommends acceptance.

Exhibits
Exhibit 2(a): Monthly Financials - December 2019
Exhibit 2(b): Capital Projects Budget Report for December 2019

Submitted by:
Amber Karkauskas
Controller

Final Review: 
Raymond Suarez
Chief Executive Officer

DENTON COUNTY TRANSPORTATION AUTHORITY

CHANGE IN NET POSITION
MONTH AND YEAR TO DATE DECEMBER 31, 2019
(UNAUDITED)

	Month Ended December 31, 2019			Year to Date December 31, 2019				
Description	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget	
Revenue and Other Income								
Passenger Revenues	$ 96,140	$ 81,305	$ 14,835	$ 342,369	$ 322,379	$ 19,990	$ 1,212,321	Note A
Contract Service Revenues	263,039	235,392	27,647	1,164,207	1,147,855	16,352	4,416,160	Note B
Sales Tax Revenues	2,808,425	2,971,592	(163,167)	7,489,231	7,604,181	(114,950)	29,019,184	Note C
Federal/State Grants - Capital	184,764	300,389	(115,625)	396,111	780,389	(384,278)	5,753,410	Note D
Federal/State Grants - Operating	270,309	251,964	18,345	724,448	1,076,651	(352,203)	5,253,753	Note E
Total Revenues and Other Income	3,622,676	3,840,642	(217,966)	10,116,365	10,931,455	(815,090)	45,654,828	
Operating Expenses								
Salary, Wages and Benefits	301,413	407,697	106,284	1,027,036	1,250,228	223,192	4,996,191	
Services	275,335	297,224	21,889	617,020	1,031,182	414,162	3,393,656	
Materials and Supplies	163,451	279,357	115,907	552,597	832,850	280,253	3,307,659	
Utilities	37,692	45,998	8,306	73,275	131,994	58,719	527,988	
Insurance	145,382	146,024	642	416,645	438,072	21,427	1,752,329	
Purchased Transportation Services	853,529	889,551	36,022	2,572,843	2,677,435	104,592	10,700,706	
Miscellaneous	7,405	21,675	14,270	66,139	129,870	63,731	387,237	
Leases and Rentals	12,424	19,127	6,703	41,053	57,381	16,328	229,633	
Depreciation	807,362	833,328	25,966	2,420,157	2,499,955	79,798	10,612,052	
Total Operating Expenses	2,603,992	2,939,981	335,988	7,786,766	9,048,967	1,262,200	35,907,451	
Income Before Non-Operating Revenues and Expenses	1,018,684	900,662	118,023	2,329,599	1,882,489	447,110	9,747,377	
Non-Operating Revenues / (Expense)								
Investment Income	34,682	33,333	1,349	127,381	99,999	27,382	400,000	
Gain (Loss) on Disposal of Assets	-	-	-	-	-	-	-	
Fare Evasion Fee	-	83	(83)	-	249	(249)	1,000	
Other Income - Miscellaneous	12,899	-	12,899	34,064	-	34,064	51,000	
Long Term Debt Interest/Expense	(75,781)	(75,790)	9	(227,342)	(227,370)	28	(909,480)	
Total Non-Operating Revenues / (Expenses)	(28,200)	(42,374)	14,174	(65,898)	(127,122)	61,224	(457,480)	
Income (Loss) before Transfers	990,484	858,288	132,197	2,263,701	1,755,367	508,334	9,289,897	
Transfers Out	(685,383)	(661,929)	(23,454)	(2,221,994)	(2,223,212)	1,218	(8,781,700)	
Total Transfers	(685,383)	(661,929)	(23,454)	(2,221,994)	(2,223,212)	1,218	(8,781,700)	
Change in Net Position	$ 305,101	$ 196,359	$ 108,742	$ 41,707	$ (467,846)	$ 509,553	$ 508,197	

DENTON COUNTY TRANSPORTATION AUTHORITY

STATEMENT OF NET POSITION
AS OF DECEMBER 31, 2019
(UNAUDITED)

	December 31, 2019	November 30, 2019	Change
Assets			
Current Assets			
Operating Cash & Cash Equivalents	$ 9,272,219	$ 11,313,613	$ (2,041,395)
Reserves: Cash & Cash Equivalents	12,734,622	12,717,725	16,896
Reserves: Investments	4,508,083	4,520,793	(12,710)
Accounts & Notes Receivable	8,196,053	7,371,499	824,554
Prepaid Expenses	1,275,351	794,108	481,244
Inventory	45,408	25,046	20,361
Restricted Asset-Cash and Equivalents	1,672,614	991,636	680,978
Total Current Assets	37,704,349	37,734,421	(30,072)
Non-Current Assets			
Land	17,394,147	17,394,147	-
Land Improvements	9,017,865	9,017,865	-
Machinery & Equipment	4,179,855	4,179,855	-
Vehicles	93,020,696	93,020,696	-
Computers & Software	1,387,627	1,387,627	-
Intangible Assets	16,997,155	16,997,155	-
Construction in Progress	22,027,835	21,797,463	230,373
Other Capital Assets, Net	234,616,978	234,616,978	-
Accumulated Depreciation	(80,016,810)	(79,209,448)	(807,362)
Total Non-Current Assets	318,625,347	319,202,337	(576,989)
Total Assets	**356,329,696**	**356,936,757**	**(607,061)**
Deferred Outflow of Resources			
Deferred Outflows Related to Pensions	369,652	264,899	104,753
Total Deferred Outflow of Resources	369,652	264,899	104,753
Liabilities			
Current Liabilities			
Accounts Payable and Accrued Expenses	582,770	1,577,682	(994,913)
Deferred Revenues	71,498	65,778	5,720
Interest Payable	227,342	151,561	75,781
Retainage Payable	606,655	605,405	1,250
Total Current Liabilities	1,488,265	2,400,427	(912,162)
Non-Current Liabilities			
Rail Easement Payable	1,000,000	1,000,000	-
Bonds Payable	25,230,000	25,230,000	-
Net Pension Liability	109,285	1,240	108,045
Total Non-Current Liabilities	26,339,285	26,231,240	108,045
Total Liabilities	**27,827,550**	**28,631,667**	**(804,117)**
Deferred Inflow of Resources			
Deferred Inflows Related to Pensions	47,683	70,780	(23,097)
Total Deferred Inflow of Resources	47,683	70,780	(23,097)
Net Position			
Net Investment in Capital Assets	293,688,041	293,688,041	-
Unrestricted	35,094,367	35,074,562	19,805
Change in Net Position	41,707	(263,394)	**305,101**
Total Net Position	$ 328,824,115	$ 328,499,209	$ 324,906

NORTH TEXAS MOBILITY CORPORATION

CHANGE IN NET POSITION
MONTH AND YEAR TO DATE DECEMBER 31, 2019
(UNAUDITED)

	Month Ended December 31, 2019			Year to Date December 31, 2019				
Description	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget	
Operating Expenses								
Salary, Wages and Benefits	$ 664,121	$ 636,267	$ (27,854)	$ 2,173,427	$ 2,136,246	$ (37,181)	$ 8,460,824	**Note F**
Services	3,346	7,920	4,574	11,115	23,760	12,645	95,040	
Insurance	9,745	11,052	1,307	29,235	33,156	3,921	132,636	
Miscellaneous	8,172	6,690	(1,482)	8,217	30,050	21,833	93,200	
Total Operating Expenses	685,383	661,929	(23,454)	2,221,994	2,223,212	1,218	8,781,700	
Income (Loss) before Transfers	(685,383)	(661,929)	(23,454)	(2,221,994)	(2,223,212)	1,218	(8,781,700)	
Transfers In	685,383	661,929	23,454	2,221,994	2,223,212	(1,218)	8,781,700	
Total Transfers	685,383	661,929	23,454	2,221,994	2,223,212	(1,218)	8,781,700	
Change in Net Position	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

NORTH TEXAS MOBILITY CORPORATION

STATEMENT OF NET POSITION
AS OF DECEMBER 31, 2019
(UNAUDITED)

	December 31, 2019	November 30, 2019	Change
Assets			
Operating Cash & Cash Equivalents	$ 365,077	$ 402,075	$ (36,997)
Prepaid Expenses	87,705	97,450	(9,745)
Total Assets	452,782	499,524	(46,742)
Liabilities			
Accounts Payable and Accrued Expenses	452,782	499,524	(46,742)
Total Liabilities	452,782	499,524	(46,742)
Net Position			
Change in Net Position	-	-	-
Total Net Position	$ -	$ -	$ -

DENTON COUNTY TRANSPORTATION AUTHORITY
CAPITAL PROJECT FUND
AS OF DECEMBER 31, 2019

Capital Project Number/Name	Project Budget	December 2019 Actuals Booked	Actuals Life To Date	$ Under/ (Over) Budget	% of Budget (As of December 2019 Close)
Construction Work in Progress					
G&A Capital Projects					
Total 10302 · Infrastructure Acquisition	$ 400,000	$ 10,770	$ 256,996	$ 143,004	64%
Total 10403 · Server/Network Infrastructure	350,000	-	303,352	46,648	87%
Total 10606 · Professional Planning Services (Formerly Shared Use Mobility Study)	123,428	-	24,250	99,178	20%
Total G&A Capital Projects	**873,428**	**10,770**	**584,598**	**288,830**	**67%**
Bus Capital Projects					
Total 50305 · IOMF Fuel Tanks	1,037,000	-	1,015,031	21,969	98%
Total 50306 · Major Maintenance - Bus	125,000	-	-	125,000	0%
Total 50411 · Integrated Fare Payment	600,000	-	-	600,000	0%
Total 50513 · Fleet {2019}	1,481,000	-	-	1,481,000	0%
Total 50514 · Fleet {2020}	1,062,600	-	-	1,062,600	0%
Total 50601 · Train-the-Trainer (Formerly Scheduling Software)	250,000	-	28,125	221,875	11%
Total Bus Capital Projects	**4,555,600**	**-**	**1,043,156**	**3,512,444**	**23%**
Rail Capital Projects					
Total 61406.1 · Positive Train Control Implementation	16,720,141	25,000	15,293,563	1,426,578	91%
Total 61406.2 · Positive Train Control Enhancements	4,850,000	-	-	4,850,000	0%
Total 61409 · Stadler Diagnostic Laptops	80,000	-	-	80,000	0%
Total 61605 · Brownfield Remediation	385,000	5,398	316,645	68,355	82%
Total 61715 · Trail Safety Improvements	181,157	10,000	87,848	93,309	48%
Total 61716 · Lewisville Bike Trail - Eagle Point Section	2,995,873	179,205	2,762,444	233,429	92%
Total 61720 · Major Maintenance - Rail	2,024,826	-	956,676	1,068,150	47%
Total 61722 · Rail Safety Improvements 2020	200,000	-	-	200,000	0%
Total Rail Capital Projects	**27,436,997**	**219,603**	**19,417,176**	**8,019,821**	**71%**
Total Construction Work in Progress	**$ 32,866,025**	**$ 230,373**	**$ 21,044,930**	**$ 11,821,095**	**64%**

HilltopSecurities
Asset Management

Investment Portfolio Summary

Denton County Transportation Authority

DCTA

For the Quarter Ended

December 31, 2019

Prepared by
HilltopSecurities Asset Management

HilltopSecurities
Asset Management

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Projected Fixed Income Cash Flows

MARKET RECAP - DECEMBER 2019:

As December began, there were an unusually high number of potential disruptions capable of derailing an already fragile U.S. economy. The December Fed meeting and a U.K. general election, both key events, took a backseat to impending tariff escalation and the possibility of another government shutdown. But one-by-one, all the concerns eased. The December FOMC meeting matched expectations as Fed officials voted to hold monetary policy steady and signaled their intent to maintain the current 1.50% - 1.75% target rate for all of 2020. The U.K. elections produced expected results with Boris Johnson's Conservative party claiming a majority in the British Parliament, which should open the door for the United Kingdom to leave the European Union in 2020. On the U.S. budget front, funding was secured early and with little drama, ensuring the Federal government will continue operating. Recalling the extreme damage caused by last year's 35-day shutdown, both parties were more than willing to kick discussions out into 2021. The December game-changer came on the trade front as the administration announced "Phase 1" of a long anticipated trade deal with China just hours before new tariffs were set to kick in. Investors had apparently expected this painful escalation to be postponed, but the details of the agreement were more upbeat than expected and the announcement of de-escalation was welcomed relief. That relief was bolstered by news that Congress had signed-off on an amended version of the USMCA trade agreement, and representatives from Canada, Mexico and the United States promptly signed the deal.

Turning our attention to the economic data, the ISM manufacturing data retained its crown as the weakest piece of data, slipping from 48.3 to 48.1 in November, a fourth straight month of contraction. ISM's non-manufacturing index fell from 54.7 to 53.9, but remains above 50, indicating continued expansion, albeit at a slower pace. The employment report surprised to the upside as a whopping +266k new jobs were added to payrolls in November, handily beating the +180k median forecast. Upward revisions to the prior two months added another +41k to the tally, taking the monthly average for the last six months to a robust +196k. The unemployment rate dropped from 3.6% to 3.5%, matching a 50-year low. November retail sales rose a slight +0.2%, well shy of the expected +0.5%, however, since Thanksgiving fell so late this year, the tail end of the Black Friday weekend and Cyber Monday both fell into December, suggesting that December sales could get a boost at the expense of November. Inflation remains well contained with CPI running at +2.1% and core PCE well below the Fed's target at +1.5%. Home sales continue to be restrained by lean inventories, but gains in building permits, housing starts, and a 20-year high in the NAHB's builder confidence index all suggest that housing will continue to benefit from a strong labor market and sub-4% mortgage rates. In the year ahead, housing could become an important counter-balance to the recent weakness we have seen in the manufacturing sector.

All in all, December was a positive month with several key risks to the outlook fading, stable economic data, and interest rates holding well within recent ranges. With that backdrop, equity markets extended their rally as all of the major U.S. averages set new highs in the waning days of 2019.

HilltopSecurities
Asset Management

Denton County Transportation Authority
Investment Officers' Certification

For the Quarter Ended
December 31, 2019

This report is prepared for the **Denton County Transportation Authority** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

for:

Name: Marisa Perry, CPA Title: Chief Financial Officer/VP of Finance

Name: Raymond Suarez Title: Chief Executive Officer

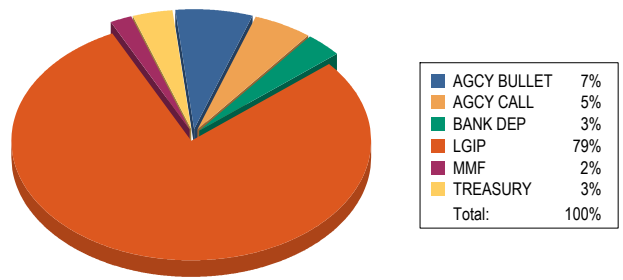
HilltopSecurities
Asset Management

Denton County Transportation Authority
Executive Summary
As of 12/31/19

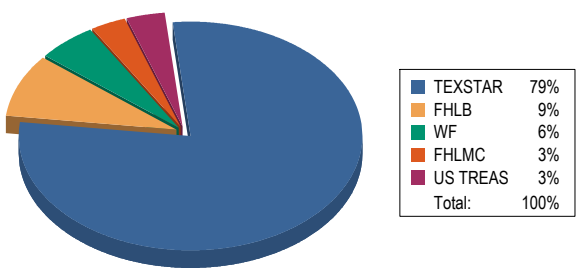
Account Summary

	Beginning Values as of 09/30/19	Ending Values as of 12/31/19
Par Value	30,334,924.42	28,573,048.52
Market Value	30,345,525.37	28,581,131.32
Book Value	30,342,373.91	28,577,660.72
Unrealized Gain /(Loss)	3,151.46	3,470.60
Market Value %	**100.01%**	**100.01%**
Weighted Avg. YTW	2.061%	1.565%
Weighted Avg. YTM	2.061%	1.565%

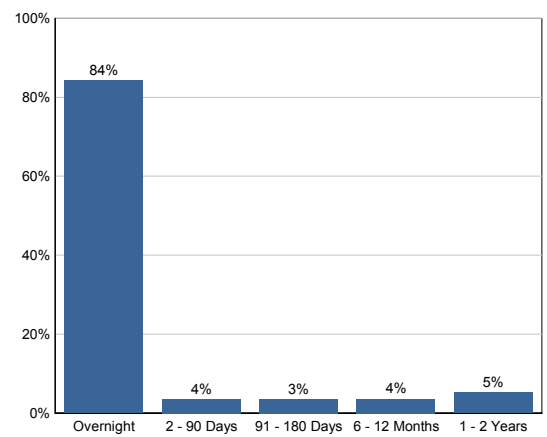
Allocation by Security Type



Allocation by Issuer

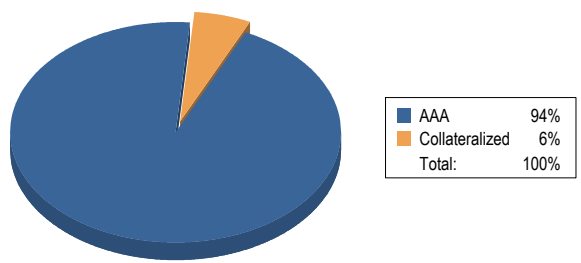


Maturity Distribution %



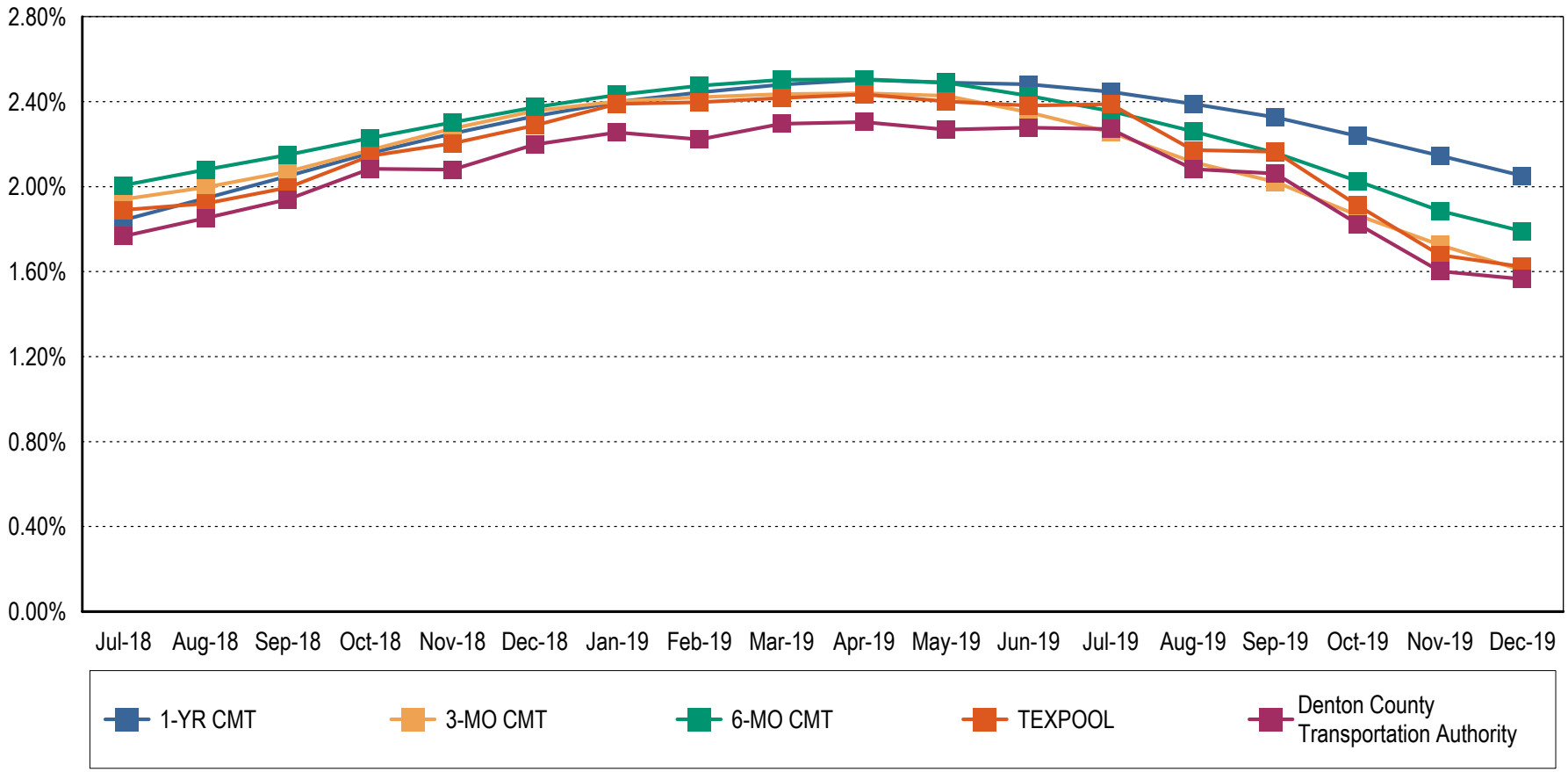
Weighted Average Days to Maturity: 47

Credit Quality



HilltopSecurities
Asset Management

Denton County Transportation Authority
Benchmark Comparison
As of 12/31/2019



Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.

HilltopSecurities
Asset Management

Denton County Transportation Authority
Detail of Security Holdings
As of 12/31/2019

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
2011 Bond Fund																	
WF-MANA		BANK DEP	Wells Fargo Managed Rate					969,616.55	100.000	969,616.55	969,616.55	100.000	969,616.55	1		0.200	0.200
Total for 2011 Bond Fund								**969,616.55**	**100.000**	**969,616.55**	**969,616.55**	**100.000**	**969,616.55**	**1**		**0.200**	**0.200**
Additional Reserve Fund																	
TEXSTAR		LGIP	TexSTAR					313,101.52	100.000	313,101.52	313,101.52	100.000	313,101.52	1		1.564	1.564
Total for Additional Reserve Fund								**313,101.52**	**100.000**	**313,101.52**	**313,101.52**	**100.000**	**313,101.52**	**1**		**1.564**	**1.564**
Bond Fund																	
TEXSTAR		LGIP	TexSTAR					702,997.92	100.000	702,997.92	702,997.92	100.000	702,997.92	1		1.564	1.564
Total for Bond Fund								**702,997.92**	**100.000**	**702,997.92**	**702,997.92**	**100.000**	**702,997.92**	**1**		**1.564**	**1.564**
Operating Fund																	
WF-SWEEP		MMF	Wells Fargo Sweep					624,885.31	100.000	624,885.31	624,885.31	100.000	624,885.31	1		0.000	0.000
Total for Operating Fund								**624,885.31**	**100.000**	**624,885.31**	**624,885.31**	**100.000**	**624,885.31**	**1**		**0.000**	**0.000**
Reserve Fund																	
TEXSTAR		LGIP	TexSTAR					12,421,519.98	100.000	12,421,519.98	12,421,519.98	100.000	12,421,519.98	1		1.564	1.564
3130AFVS3	03/20/19	AGCY BULET	FHLB	2.500	02/13/20			1,000,000.00	99.962	999,620.00	999,952.02	100.100	1,000,995.50	44		2.542	2.542
912828X96	10/03/19	TREAS NOTE	U.S. Treasury	1.500	05/15/20			1,000,000.00	99.824	998,242.19	998,945.62	99.949	999,492.20	136		1.787	1.787
3130AEWA4	09/12/19	AGCY BULET	FHLB	2.625	10/01/20			1,000,000.00	100.836	1,008,360.00	1,005,971.51	100.722	1,007,223.60	275		1.819	1.819
3134GTA45	07/15/19	AGCY CALL	FHLMC	2.200	07/15/21	1/15/2020	QRTLY	1,000,000.00	99.975	999,750.00	999,806.69	100.006	1,000,060.60	562	15	2.213	2.213
3130AH2R3	09/12/19	AGCY CALL	FHLB	2.000	09/13/21	3/13/2020	QRTLY	500,000.00	99.985	499,925.00	499,936.36	100.062	500,310.90	622	73	2.008	2.008
Total for Reserve Fund								**16,921,519.98**	**100.035**	**16,927,417.17**	**16,926,132.18**	**100.048**	**16,929,602.78**	**79**		**1.702**	**1.702**

HilltopSecurities
Asset Management

Denton County Transportation Authority

Detail of Security Holdings

As of 12/31/2019

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Sales Tax Fund																	
TEXSTAR		LGIP	TexSTAR					9,040,927.24	100.000	9,040,927.24	9,040,927.24	100.000	9,040,927.24	1		1.564	1.564
Total for Sales Tax Fund								**9,040,927.24**	**100.000**	**9,040,927.24**	**9,040,927.24**	**100.000**	**9,040,927.24**	**1**		**1.564**	**1.564**
Total for Denton County Transportation Authority								**28,573,048.52**	**100.021**	**28,578,945.71**	**28,577,660.72**	**100.028**	**28,581,131.32**	**47**		**1.565**	**1.565**

HilltopSecurities
Asset Management

Denton County Transportation Authority

Change in Value

From 09/30/2019 to 12/31/2019

CUSIP	Security Type	Security Description	09/30/19 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	12/31/19 Book Value	09/30/19 Market Value	12/31/19 Market Value	Change in Mkt Value
2011 Bond Fund											
WF-MANA	BANK DEP	Wells Fargo Managed Rate	969,127.88	488.67	0.00	0.00	0.00	969,616.55	969,127.88	969,616.55	488.67
Total for 2011 Bond Fund			**969,127.88**	**488.67**	**0.00**	**0.00**	**0.00**	**969,616.55**	**969,127.88**	**969,616.55**	**488.67**
Additional Reserve Fund											
TEXSTAR	LGIP	TexSTAR	311,780.78	1,320.74	0.00	0.00	0.00	313,101.52	311,780.78	313,101.52	1,320.74
Total for Additional Reserve Fund			**311,780.78**	**1,320.74**	**0.00**	**0.00**	**0.00**	**313,101.52**	**311,780.78**	**313,101.52**	**1,320.74**
Bond Fund											
TEXSTAR	LGIP	TexSTAR	22,120.13	680,877.79	0.00	0.00	0.00	702,997.92	22,120.13	702,997.92	680,877.79
Total for Bond Fund			**22,120.13**	**680,877.79**	**0.00**	**0.00**	**0.00**	**702,997.92**	**22,120.13**	**702,997.92**	**680,877.79**
Operating Fund											
WF-MANA	BANK DEP	Wells Fargo Managed Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WF-SWEEP	MMF	Wells Fargo Sweep	174,485.31	602,775.10	(152,375.10)	0.00	0.00	624,885.31	174,485.31	624,885.31	450,400.00
Total for Operating Fund			**174,485.31**	**602,775.10**	**(152,375.10)**	**0.00**	**0.00**	**624,885.31**	**174,485.31**	**624,885.31**	**450,400.00**
Reserve Fund											
TEXSTAR	LGIP	TexSTAR	8,538,327.72	3,883,192.26	0.00	0.00	0.00	12,421,519.98	8,538,327.72	12,421,519.98	3,883,192.26
WF-PREM	BANK DEP	Wells Fargo Premium Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3137EADM8	AGCY BULET	FHLMC 1.250 10/02/19	1,499,947.37	0.00	(1,500,000.00)	52.63	0.00	0.00	1,499,954.25	0.00	(1,499,954.25)
3130AFVS3	AGCY BULET	FHLB 2.500 02/13/20	999,849.21	0.00	0.00	102.81	0.00	999,952.02	1,002,441.90	1,000,995.50	(1,446.40)
912828X96	TREAS NOTE	U.S. Treasury 1.500 05/15/20	0.00	998,242.19	0.00	703.43	0.00	998,945.62	0.00	999,492.20	999,492.20
3130AEWA4	AGCY BULET	FHLB 2.625 10/01/20	1,007,950.02	0.00	0.00	(1,978.51)	0.00	1,005,971.51	1,007,724.10	1,007,223.60	(500.50)
3134GTA45	AGCY CALL	FHLMC 2.200 07/15/21	999,775.95	0.00	0.00	30.74	0.00	999,806.69	1,000,425.50	1,000,060.60	(364.90)
3130AH2R3	AGCY CALL	FHLB 2.000 09/13/21	499,926.94	0.00	0.00	9.42	0.00	499,936.36	500,055.20	500,310.90	255.70
Total for Reserve Fund			**13,545,777.21**	**4,881,434.45**	**(1,500,000.00)**	**(1,079.48)**	**0.00**	**16,926,132.18**	**13,548,928.67**	**16,929,602.78**	**3,380,674.11**

HilltopSecurities
Asset Management

Denton County Transportation Authority

Change in Value

From 09/30/2019 to 12/31/2019

CUSIP	Security Type	Security Description	09/30/19 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	12/31/19 Book Value	09/30/19 Market Value	12/31/19 Market Value	Change in Mkt Value
Sales Tax Fund											
TEXSTAR	LGIP	TexSTAR	15,319,082.60	0.00	(6,278,155.36)	0.00	0.00	9,040,927.24	15,319,082.60	9,040,927.24	(6,278,155.36)
Total for Sales Tax Fund			**15,319,082.60**	**0.00**	**(6,278,155.36)**	**0.00**	**0.00**	**9,040,927.24**	**15,319,082.60**	**9,040,927.24**	**(6,278,155.36)**
Total for Denton County Transportation Authority			**30,342,373.91**	**6,166,896.75**	**(7,930,530.46)**	**(1,079.48)**	**0.00**	**28,577,660.72**	**30,345,525.37**	**28,581,131.32**	**(1,764,394.05)**

HilltopSecurities
Asset Management

Denton County Transportation Authority

Earned Income

From 09/30/2019 to 12/31/2019

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2011 Bond Fund									
WF-MANA	BANK DEP	Wells Fargo Managed Rate	0.00	488.67	488.67	0.00	0.00	0.00	488.67
Total for 2011 Bond Fund			**0.00**	**488.67**	**488.67**	**0.00**	**0.00**	**0.00**	**488.67**
Additional Reserve Fund									
TEXSTAR	LGIP	TexSTAR	0.00	1,320.74	1,320.74	0.00	0.00	0.00	1,320.74
Total for Additional Reserve Fund			**0.00**	**1,320.74**	**1,320.74**	**0.00**	**0.00**	**0.00**	**1,320.74**
Bond Fund									
TEXSTAR	LGIP	TexSTAR	0.00	877.79	877.79	0.00	0.00	0.00	877.79
Total for Bond Fund			**0.00**	**877.79**	**877.79**	**0.00**	**0.00**	**0.00**	**877.79**
Operating Fund									
Total for Operating Fund			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Reserve Fund									
TEXSTAR	LGIP	TexSTAR	0.00	52,192.26	52,192.26	0.00	0.00	0.00	52,192.26
3137EADM8	AGCY BULET	FHLMC 1.250 10/02/19	9,322.92	52.08	9,375.00	0.00	0.00	52.63	104.71
3130AFVS3	AGCY BULET	FHLB 2.500 02/13/20	3,333.33	6,250.00	0.00	0.00	9,583.33	102.81	6,352.81
912828X96	TREAS NOTE	U.S. Treasury 1.500 05/15/20	0.00	3,689.53	7,500.00	(5,747.28)	1,936.81	703.43	4,392.96
3130AEWA4	AGCY BULET	FHLB 2.625 10/01/20	13,125.00	6,562.50	13,125.00	0.00	6,562.50	(1,978.51)	4,583.99
3134GTA45	AGCY CALL	FHLMC 2.200 07/15/21	4,644.44	5,500.00	0.00	0.00	10,144.44	30.74	5,530.74
3130AH2R3	AGCY CALL	FHLB 2.000 09/13/21	555.56	2,500.00	0.00	0.00	3,055.56	9.42	2,509.42
Total for Reserve Fund			**30,981.25**	**76,746.37**	**82,192.26**	**(5,747.28)**	**31,282.64**	**(1,079.48)**	**75,666.89**

Denton County Transportation Authority

Earned Income

From 09/30/2019 to 12/31/2019

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Sales Tax Fund									
TEXSTAR	LGIP	TexSTAR	0.00	48,707.29	48,707.29	0.00	0.00	0.00	48,707.29
Total for Sales Tax Fund			**0.00**	**48,707.29**	**48,707.29**	**0.00**	**0.00**	**0.00**	**48,707.29**
Total for Denton County Transportation Authority			**30,981.25**	**128,140.86**	**133,586.75**	**(5,747.28)**	**31,282.64**	**(1,079.48)**	**127,061.38**

Denton County Transportation Authority

Investment Transactions

From 10/01/2019 to 12/31/2019

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Reserve Fund															
Maturities															
10/02/19	10/02/19	3137EADM8	AGCY BULET	FHLMC	1.250	10/02/19		500,000.00	100.000	500,000.00	0.00	500,000.00		2.648	
10/02/19	10/02/19	3137EADM8	AGCY BULET	FHLMC	1.250	10/02/19		1,000,000.00	100.000	1,000,000.00	0.00	1,000,000.00		2.465	
Total for: Maturities								**1,500,000.00**		**1,500,000.00**	**0.00**	**1,500,000.00**		**2.526**	
Purchases															
10/02/19	10/03/19	912828X96	TREAS NOTE	U.S. Treasury	1.500	05/15/20		1,000,000.00	99.824	998,242.19	5,747.28	1,003,989.47		1.787	1.787
Total for: Purchases								**1,000,000.00**		**998,242.19**	**5,747.28**	**1,003,989.47**		**1.787**	**1.787**
Income Payments															
10/01/19	10/01/19	3130AEWA4	AGCY BULET	FHLB	2.625	10/01/20				0.00	13,125.00	13,125.00			
10/02/19	10/02/19	3137EADM8	AGCY BULET	FHLMC	1.250	10/02/19				0.00	3,125.00	3,125.00			
10/02/19	10/02/19	3137EADM8	AGCY BULET	FHLMC	1.250	10/02/19				0.00	6,250.00	6,250.00			
11/15/19	11/15/19	912828X96	TREAS NOTE	U.S. Treasury	1.500	05/15/20				0.00	7,500.00	7,500.00			
Total for: Income Payments										**0.00**	**30,000.00**	**30,000.00**			

HilltopSecurities
Asset Management

Denton County Transportation Authority

Investment Transactions

From 10/01/2019 to 12/31/2019

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW

Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Maturities	1,500,000.00	1,500,000.00		2.526	
Total Purchases	1,000,000.00	1,003,989.47		1.787	1.787
Total Income Payments	0.00	30,000.00			

HilltopSecurities
Asset Management

Denton County Transportation Authority

Amortization and Accretion

From 09/30/2019 to 12/31/2019

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Reserve Fund											
3137EADM8	09/28/18	AGCY BULET	FHLMC 1.250 10/02/19		0.00	99.498	0.00	52.63	0.00	0.00	0.00
3130AFVS3	03/20/19	AGCY BULET	FHLB 2.500 02/13/20		1,000,000.00	99.962	999,620.00	102.81	332.02	47.98	999,952.02
912828X96	10/03/19	TREAS NOTE	U.S. Treasury 1.500 05/15/20		1,000,000.00	99.824	998,242.19	703.43	703.43	1,054.38	998,945.62
3130AEWA4	09/12/19	AGCY BULET	FHLB 2.625 10/01/20		1,000,000.00	100.836	1,008,360.00	(1,978.51)	(2,388.49)	(5,971.51)	1,005,971.51
3134GTA45	07/15/19	AGCY CALL	FHLMC 2.200 07/15/21	01/15/20	1,000,000.00	99.975	999,750.00	30.74	56.69	193.31	999,806.69
3130AH2R3	09/12/19	AGCY CALL	FHLB 2.000 09/13/21	03/13/20	500,000.00	99.985	499,925.00	9.42	11.36	63.64	499,936.36
Total for Reserve Fund					**4,500,000.00**		**4,505,897.19**	**(1,079.48)**	**(1,284.99)**	**(4,612.20)**	**4,504,612.20**
Total for Denton County Transportation Authority					**4,500,000.00**		**4,505,897.19**	**(1,079.48)**	**(1,284.99)**	**(4,612.20)**	**4,504,612.20**

Denton County Transportation Authority

Projected Cash Flows

Cash Flows for next 180 days from 12/31/2019

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Reserve Fund						
3134GTA45	AGCY CALL	FHLMC 2.200 07/15/21	01/15/20	11,000.00	0.00	11,000.00
3130AFVS3	AGCY BULET	FHLB 2.500 02/13/20	02/13/20	12,500.00	1,000,000.00	1,012,500.00
3130AH2R3	AGCY CALL	FHLB 2.000 09/13/21	03/13/20	5,055.55	0.00	5,055.55
3130AEWA4	AGCY BULET	FHLB 2.625 10/01/20	04/01/20	13,125.00	0.00	13,125.00
912828X96	TREAS NOTE	U.S. Treasury 1.500 05/15/20	05/15/20	7,500.00	1,000,000.00	1,007,500.00
Total for Reserve Fund				**49,180.55**	**2,000,000.00**	**2,049,180.55**

Denton County Transportation Authority

Projected Cash Flows

Cash Flows for next 180 days from 12/31/2019

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			January 2020	11,000.00	0.00	11,000.00
			February 2020	12,500.00	1,000,000.00	1,012,500.00
			March 2020	5,055.55	0.00	5,055.55
			April 2020	13,125.00	0.00	13,125.00
			May 2020	7,500.00	1,000,000.00	1,007,500.00
		Total Projected Cash Flows for Denton County Transportation Authorit		**49,180.55**	**2,000,000.00**	**2,049,180.55**

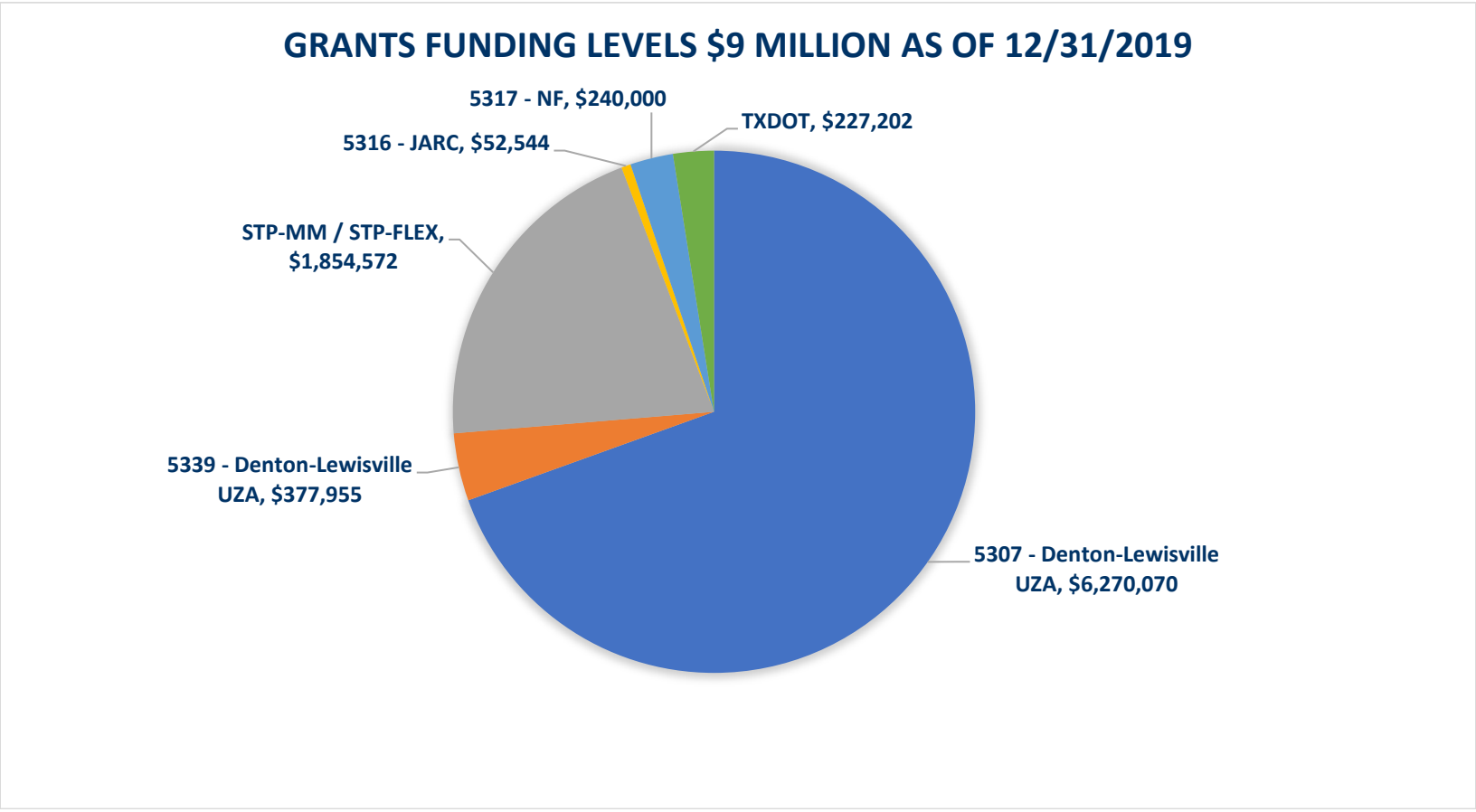
Board of Directors Memo

January 23, 2020

SUBJECT: Quarterly Grants Update Q1 FY2020

Grant Activities This Period

DCTA currently has 8 open grants that provide reimbursements for various capital projects, rail and bus preventive maintenance, operating assistance and ADA paratransit service. The grant funding sources include Federal Transit Administration (FTA), North Central Texas Council of Governments (NCTCOG), and Texas Department of Transportation (TxDOT). Total grant balance was $9 million as of 12/31/2019. Of this total, $1.7 million is obligated for Positive Train Control, and $6.6 million is obligated for the FY16-18 Program of Projects. This quarter, the DCTA Board of Directors approved Resolution R19-16 for endorsement of the FTA Transit Oriented Development (TOD) grant submittal for the proposed project, *TOD Planning for the Kansas City Southern Rail Line: Denton County Future Corridor.*



Program	Q4 FY19 Balance	Q1 FY20 Balance	Grant Activity
Denton-Lewisville UZA **(5307)**	$7,161,298	$6,270,070	Fleet Replacement, Preventive Maintenance, Safety & Security, ADA Paratransit
STP-MM / STP-FLEX	$1,880,202	$1,854,572	Positive Train Control Implementation & Vanpool
Job Access, Reverse Commute (JARC) **(5316)**	$76,231	$52,544	35W North Texas Xpress (NTX) Operating Assistance
New Freedom (NF) Funding **(5317)**	$240,000	$240,000	Mobility Management
Bus and Bus Facilities **(5339)**	$377,955	$377,955	Fleet Replacement
TXDOT **(FHWA)**	$779,080	$227,202	A-train Rail Trail (Eagle Point Section)
Total	**$ 10,514,766**	**$ 9,022,343**	

Pending Funding and Other Grant Activity

$1.6 million of the Congestion Mitigation & Air Quality (CMAQ) funding for bus purchases for 35W North Texas Xpress services has been de-obligated from NCTCOG and re-obligated to DCTA through FTA, with an anticipated execution in Q2 of FY20. The grant for the purchase of the 35W North Texas Xpress buses will utilize Transportation Development Credits (TDCs) in lieu of the local match. DCTA will receive $11.3 million in CMAQ funding from NCTCOG for land acquisition purchases and development. The funding was added to the 2019-2022 Transportation Improvement Program (TIP) and the transfer of funds from FHWA to FTA was initiated in Q1 of FY19.

DCTA was awarded $4 million for the Positive Train Control (PTC) Enhancements proposal submitted in June 2018 to Federal Railroad Administration's (FRA) Consolidated Rail Infrastructure & Safety Improvements (CRISI) Grants Program. Staff obtained pre-award authority effective June 2019 and is working with FRA to execute the grant by Q2 of FY20.

In October 2019, the Regional Transportation Council (RTC) approved the addition of FY19 Program of Projects (POP) formula funding to the Transportation Improvement Program (TIP) in the amount of $9.1 million.

Submitted by: Whitney Trayler
Whitney Trayler
Grants Manager

Final Review: Athena Forrester for:
Marisa Perry, CPA
Chief Financial Officer/VP of Finance

Board of Directors Memo

January 23, 2020

SUBJECT: Monthly Sales Tax Receipts

Background

Sales tax represents the single largest source of revenue for DCTA at 62.94% for the Fiscal Year 2020 budget. The annual sales tax budget for FY20 is $29,019,184. Because of its importance in funding of DCTA's ongoing operations, the Board adopted a Budget Contingency Plan that outlines the Agency's response when declines in sales tax hit a specific target.

For the months of December and January, receipts were unfavorable compared to budget.
DECEMBER:

- Sales tax for sales generated at retail in the month of October and received in December was $2,329,419.
- This represents a decrease of 1.01% or $23,851 compared to budget for the month.
- Compared to the same month last year, sales tax receipts are $22,291 or .97% higher.

JANUARY:

- Sales tax for sales generated at retail in the month of November and received in January was $2,188,220.
- This represents a decrease of 6.43% or $150,376 compared to budget for the month.
- Compared to the same month last year, sales tax receipts are $104,521 or 4.56% lower.

- Member city collections for the month compared to prior year are as follows:
    - City of Lewisville down 9.04%
    - City of Denton down .75%
    - City of Highland Village up 14.35%

Identified Need

Provides the Board of Directors a monthly status on Sales Tax collections.

Recommendation

For information only. No action required.

Exhibits

Exhibit 1(a): FY20 Monthly Sales Tax Report

Submitted By: Amanda Riddle

Amanda Riddle
Senior Manager of Budget

Final Review: Raymond Suarez

Raymond Suarez
Chief Executive Officer

DENTON COUNTY TRANSPORTATION AUTHORITY

SALES TAX REPORT

BUDGET TO ACTUAL AND PREVIOUS YEAR COMPARISON

Sales Generated in Month of:	Received in Month of:	2019-2020 Year Budget	2019-2020 Year Actual	Variance Actual to Budget	CY Actual to CY Budget % Variance	2018-2019 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	$ 2,353,270	$ 2,329,419	$ (23,851)	-1.01%	$ 2,307,128	$ 22,291	0.97%
November	January	$ 2,338,596	$ 2,188,220	$ (150,376)	-6.43%	$ 2,292,741	$ (104,521)	-4.56%
December	February	$ 2,888,362				$ 2,831,728		
January	March	$ 2,111,018				$ 2,069,625		
February	April	$ 2,064,564				$ 2,024,082		
March	May	$ 2,525,343				$ 2,475,826		
April	June	$ 2,534,129				$ 2,484,440		
May	July	$ 2,234,810				$ 2,307,292		
June	August	$ 2,627,865				$ 2,656,359		
July	September	$ 2,225,018				$ 2,447,195		
August	October	$ 2,441,366				$ 2,312,424		
September	November	$ 2,674,843				$ 2,552,054		
YTD Total		$ 29,019,184	$ 4,517,639	$ (174,227)	-3.71%	$ 28,760,896	$ (82,230)	-1.79%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department
Prepared By: Denton County Transportation Authority Finance Department
January 13, 2020

DENTON COUNTY TRANSPORTATION AUTHORITY

MEMBER CITIES SALES TAX REPORT
MONTH ALLOCATION IS RECEIVED FROM COMPTROLLER
PREVIOUS YEAR COMPARISON

CITY OF LEWISVILLE

Sales Generated in Month of:	Received in Month of:	2018-2019 Year Actual	2019-2020 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	$ 3,287,654	$ 3,282,870	$ (4,784)	-0.15%
November	January	$ 3,193,613	$ 2,904,782	$ (288,831)	-9.04%
December	February	$ 4,003,626			
January	March	$ 3,029,803			
February	April	$ 2,965,849			
March	May	$ 3,631,625			
April	June	$ 3,806,587			
May	July	$ 3,253,159			
June	August	$ 3,620,748			
July	September	$ 3,382,881			
August	October	$ 3,226,407			
September	November	$ 3,574,678			
YTD Total		$ 40,976,630	$ 6,187,652	$ (293,615)	-4.53%

CITY OF HIGHLAND VILLAGE

Sales Generated in Month of:	Received in Month of:	2018-2019 Year Actual	2019-2020 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	$ 319,132	$ 357,488	$ 38,356	12.02%
November	January	$ 311,524	$ 356,224	$ 44,700	14.35%
December	February	$ 446,811			
January	March	$ 283,228			
February	April	$ 258,782			
March	May	$ 344,912			
April	June	$ 304,322			
May	July	$ 340,531			
June	August	$ 523,000			
July	September	$ 322,509			
August	October	$ 316,585			
September	November	$ 382,932			
YTD Total		$ 4,154,270	$ 713,712	$ 83,056	13.17%

CITY OF DENTON

Sales Generated in Month of:	Received in Month of:	2018-2019 Year Actual	2019-2020 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	$ 2,875,467	$ 2,887,178	$ 11,711	0.41%
November	January	$ 2,933,274	$ 2,911,334	$ (21,940)	-0.75%
December	February	$ 3,667,687			
January	March	$ 2,435,272			
February	April	$ 2,397,631			
March	May	$ 3,229,426			
April	June	$ 2,945,196			
May	July	$ 2,897,074			
June	August	$ 3,479,089			
July	September	$ 3,190,582			
August	October	$ 2,955,618			
September	November	$ 3,396,022			
YTD Total		$ 36,402,338	$ 5,798,512	$ (10,230)	-0.18%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department
Prepared By: Denton County Transportation Authority Finance Department
January 13, 2020

ALL TRANSIT AGENCIES

MONTHLY SALES AND USE TAX COMPARISON SUMMARY

Transit Agency	Current Rate	Net Payment This Period	Comparable Payment Prior Year	% Change	Payments YTD (Calendar)	Prior Year Payments YTD (Calendar)	% Change
Austin MTA	1.00%	$ 21,524,692	$ 19,642,680	9.58%	$ 21,524,692	$ 19,642,680	9.58%
Corpus Christi MTA	0.50%	$ 2,583,995	$ 2,430,561	6.31%	$ 2,583,995	$ 2,430,561	6.31%
Dallas MTA	1.00%	$ 51,203,203	$ 47,723,189	7.29%	$ 51,203,203	$ 47,723,189	7.29%
Denton CTA	0.50%	$ 2,188,220	$ 2,292,741	-4.55%	$ 2,188,220	$ 2,292,741	-4.55%
El Paso CTD	0.50%	$ 3,925,171	$ 3,722,248	5.45%	$ 3,925,171	$ 3,722,248	5.45%
Fort Worth MTA	0.50%	$ 6,376,281	$ 6,673,830	-4.45%	$ 6,376,281	$ 6,673,830	-4.45%
Houston MTA	1.00%	$ 62,554,771	$ 59,791,772	4.62%	$ 62,554,771	$ 59,791,772	4.62%
Laredo CTD	0.25%	$ 728,961	$ 671,188	8.60%	$ 728,961	$ 671,188	8.60%
San Antonio ATD	0.25%	$ 5,650,434	$ 5,243,444	7.76%	$ 5,650,434	$ 5,243,444	7.76%
San Antonio MTA	0.50%	$ 12,505,393	$ 11,534,645	8.41%	$ 12,505,393	$ 11,534,645	8.41%
TOTALS		$ 169,241,120	$ 159,726,298	5.96%	$ 169,241,120	$ 159,726,298	5.96%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department
Prepared By: Denton County Transportation Authority Finance Department
January 13, 2020

Board of Directors Memo

January 23, 2020

SUBJECT: Monthly Mobility-as-a-Service Update

Background

A Request for Proposals (RFP) was released on January 16, 2019 for Mobility as a Service (MaaS). Firms were invited to submit proposals (for both federal and non-federal funding project categories) to provide innovative mobility service to DCTA member cities, DCTA contract communities, partner organizations, as well as large employment centers and other areas as the need arises. On March 12, 2019, DCTA received thirty-seven (37) proposals in response to the RFP. Thirty-three (33) proposals were deemed responsive and were evaluated by the evaluation team. The evaluation team rejected two proposals that scored less than seventy (70) points and recommended award to thirty-one (31) firms. The Board of Directors approved the award of Mobility-as-a-Service to thirty-one firms and reduced the total annual contract value of $2,400,000 to $75,000 for all task orders issued under the master on-call contracts. One of the recommended firms will not execute a contract due to business operational changes; therefore, thirty (30) firms remain eligible for contract execution. As requested by the Board of Directors, staff is providing a monthly update on all Mobility-as-a-Service commitments, activities and expenditures.

To date, the following twenty-six contracts have been fully executed:

- AJL International
- Bird Rides
- Bubbl Investments, LLC.
- Dashboard Story dba DUET
- DemandTrans Solutions
- DoubleMap
- Downtowner Holdings, LLC.
- First Transit
- Ford Smart Mobility, LLC.
- Irving Holdings
- Iteris
- Kapsch
- Lyft
- Moovel
- Moovit
- MV Transportation
- Muve: Quebec, Inc.
- Quebec, Inc. dba Transit
- RideCo
- Rideshark Corporation
- River North (Via)
- Roundtrip
- Routematch
- Spare Labs, Inc.
- Spare Labs, Inc. (with First Transit)
- Transdev North America

The remaining four contracts, all with software companies (Passport, SeatsX, Token Transit and Transloc), have been placed on hold until a need arises to enter into a contract for software.

Financial Impact

No task orders have been issued to date.

Identified Need

Provides the Board of Directors a monthly status on Mobility-as-a-Service Contracts.

Recommendation

For information only. No action required.

Submitted By: _____
Sarah Martinez
Director of Procurement

Final Review: _____
Raymond Suarez
Chief Executive Officer

Board of Directors Memo

January 23, 2020

SUBJECT: Budget Information

There were no budget transfers completed in the month of November or December to report.

Identified Need

Provides the Board of Directors a monthly status on any budget transfers completed.

Recommendation

For information only. No action required.

Exhibits

N/A

Submitted By: Amanda Riddle

Amanda Riddle
Senior Manager of Budget

Final Review: K Karkauskas for:

Marisa Perry, CPA
Chief Financial Officer/VP of Finance

Informational Report 2, Exhibit 1

DCTA DENTON COUNTY TRANSPORTATION AUTHORITY

2019 November Social Service Agency Roundtable Recap Report

November 6 (Lewisville) & November 7 (Denton)

Informational Report 2, Exhibit 1

MEETING OVERVIEW

DCTA

Lewisville Meeting Details

Location:
DCTA Administrative Offices
Board Room

Date: Wednesday, November 6, 2019

Time: 9:30 a.m. – 11 a.m.

Invitations: 78

RSVPS:
12 Accepted
3 Tentative
7 Declined

Actual Attendees: 13 Community; 6 DCTA staff

Agencies in attendance: Denton MHMR, NCTCOG, City of Lewisville, Communities in Schools North Texas

Lewisville Meeting Agenda

DCTA DENTON COUNTY TRANSPORTATION AUTHORITY

SOCIAL SERVICE AGENCY ROUNDTABLES
LEWISVILLE | NOVEMBER 6, 2019 + DENTON | NOVEMBER 7, 2019

AGENDA

Welcome and Introductions

Review of Handouts *(Nicole Recker)*
- Email Database Modifications
- Meeting Minutes (August 2019 Meeting)

Collateral *(Nicole Recker)*
- SPAN Flier Review

Website Enhancements *(Nicole Recker)*
- Review of Recommended Enhancements
- Discussion of Additional Resources Needed

Collection of Information *(Nicole Recker)*
- Intake Surveys

Service Changes *(Michelle Bloomer)*
- Denton Enterprise Airport Zone
- Upcoming Service Changes

Service Updates *(Michelle Bloomer)*
- Inclement Weather Shuttle Policy/Process

Open Discussion

Next Meeting
- February 2020

Denton Meeting Details

Location:
Serve Denton

Date: Thursday, November 7, 2019

Time: 9:30 a.m. – 11 a.m.

Invitations: 92

RSVPS:
21 Accepted
3 Tentative
5 Declined

Actual Attendees: 9 Community; 5 DCTA Staff

Agencies in attendance: Zoie's Place, Denton County, Denton County Friends of the Family, 29 Acres, United Way of Denton County, TWU, Denton MHMR, North Central Texas Aging & Disability Resource Center

Denton Meeting Agenda

DCTA DENTON COUNTY TRANSPORTATION AUTHORITY

SOCIAL SERVICE AGENCY ROUNDTABLES
LEWISVILLE | NOVEMBER 6, 2019 + DENTON | NOVEMBER 7, 2019

AGENDA

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- Review of Recommended Enhancements
- Discussion of Additional Resources Needed

Collection of Information *(Nicole Recker)*
- Intake Surveys

Service Changes *(Michelle Bloomer)*
- Denton Enterprise Airport Zone
- Upcoming Service Changes

Service Updates *(Michelle Bloomer)*
- Inclement Weather Shuttle Policy/Process

Open Discussion

Next Meeting
- February 2020

PROMOTION & ENGAGEMENT

DCTA

General Promotion

Below are the events that DCTA attended to promote the roundtable events:

- Lewisville Citizens' Advisory Team Meeting, October 8
- Denton Citizens' Advisory Team Meeting, October 10
- Lewisville Resource Expo, November 2

Below are the marketing emails that were sent to promote the roundtable events:

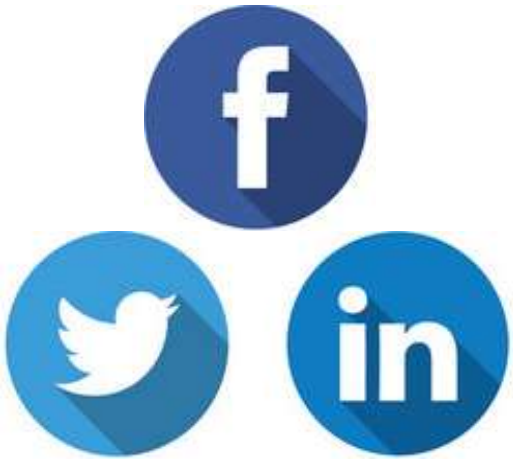
- Social Service Agency Email, October 21
- Social Service Agency Email, November 5

Social Media Promotional Overview

Informational Report 2, Exhibit 1

Social Media Goals:

- Pre-Promotion Postings
- Real-time Meeting Photo/Byline Postings
- Showcase DCTA Outreach Efforts
- Encourage More Meeting Participants (especially if they are not on the existing invite list)
- Encourage Community Questions
- Gain Media Attention (for media outlets who follow DCTA's social channels)



Facebook - Organic

Informational Report 2, Exhibit 1

Post Dates:
November 4, 2019
November 6, 2019
November 7, 2019

People Reached: 504

Total Engagements: 10

Twitter - Organic

Post Dates:
November 4, 2019
November 5 ,2019

People Reached:
4,025

Total Engagements: 15

Social Media Comprehensive Results

- Days Posted – 5
- Total Impressions – 4,529
- Total Engagements – 25

Informational Report 2, Exhibit 1

MEETING NOTES – LEWISVILLE

DCTA

Lewisville Meeting Notes

Informational Report 2, Exhibit 1

Overview of New Collateral

- **DCTA - SPAN Services Flyer**: DCTA is working on a user-friendly map to add to the back. The City of Lewisville will distribute around the community when the flyer is finalized. Agencies suggested light and dark color contrasts for the document.
- **Location Service Map:** Each bus driver will have a map with logos and icons of places of interest for riders who are unable to communicate where they need to go. Once finished, these will be uploaded to the "Human Services" webpage.

Lewisville Meeting Notes

Train the Trainer Program

- **DCTA:** Update given on the Train the Trainer position. It has been changed from a full-time employee grant-funded role to a consultant role. DCTA is awaiting approval from NCTCOG.
- **Agencies:** Agencies requested information about why this program is not heavily advertised. Reason discussed was that DCTA has only one staff member currently who is able to do this among other job duties. The goal is to have this program help train social service agencies, so they can help others use DCTA services.

Lewisville Meeting Notes

Informational Report 2, Exhibit 1

Website Enhancements Discussion

- DCTA staff shared enhancements document with the group and requested feedback for the "Human Services" webpage.
- Changes discussed were:
  - Change to a table layout instead of text to be more user-friendly
  - Add a callout at the bottom of the page for feedback, involvement, etc.
  - Have more manageable solutions for various resources DCTA develops
  - System Map needs to be more prominent and user-friendly. (DCTA will look into getting this updated.)

NCTCOG:

- Think about what's in the best interest of the constituents and not just staff/employees.
- Make content redundant so more people see the information.
- Put veterans and SPAN maps underneath services.
- Have a link to fares, routes, and schedules on the "Human Services" page.
- Reduce the number of times people have to search (so it's a "one-stop shop").
- Member asked if DCTA uses QR codes for marketing collateral. Response was that DCTA does not because of unreliable readers. It was mentioned that QR codes can be used with standard smart phone camera features and DCTA will look into this and discuss internally for future consideration.

Salvation Army:

- Requested breakdown of demographics of current riders. (DCTA will send this information to the group).

Lewisville Meeting Notes

Collection of Information

- **DCTA**: asked the group about intake surveys and what type of information social service agencies collect. DCTA asked if they can add questions to the already created surveys and information sheets.
  - Questions would be emailed to the group for information collection on a quarterly basis. This will help inform of DCTA service changes in the future.
  - **Salvation Army**: Has a process for distributing DCTA fare
  - **City of Lewisville**: Target certain segments of the community to take the survey and enter them into a drawing for passes.

- **DCTA**: Discussed social service agencies calling DCTA customer service and utilizing Mobility Manager for trip planning assistance because the group expressed need for trip-planning help.
  - DCTA will work offline to create customized questions to best serve the various social service agencies.

- **Agencies**: mentioned that seniors are not keen on mobile/web technology app and print collateral may be more feasible for them.
  - DCTA staff mentioned trainings with seniors for Lewisville Access to Flower Mound program

Lewisville Meeting Notes

Informational Report 2, Exhibit 1

Service Changes

- DCTA staff informed agencies that Denton Enterprise Airport On-Demand Zone service will no longer be active in January 2020 due to low ridership.

Service Updates

- Inclement Weather Shuttle Policy/Process
  - **Salvation Army:** will open shelters if needed. They're the only shelter in the area. They're looking at other options to supplement shelter needs.
  - **DCTA:** staff recommended setting up a meeting with appropriate groups to further this discussion.

Open Discussion

- **City of Lewisville:** Asked "Who is DCTA trying to serve?"
  - DCTA mentioned this would be a great question to bring to the board and this is the year of "Transformation" for the agency. One of the responsibilities is to host a visioning forum with the board to see what our goals for DCTA are (service area, updating service standards, etc.).

Lewisville Meeting Notes

Open Discussion (cont.)

- **DCTA:** Requested more specific feedback
  - If there's not enough information provided, it's hard to address the issues. Add more details in GORequest inquiries.
  - 100% coverage is not DCTA's goal. However, DCTA is strategically looking into how we can best serve underserved areas in non-traditional transit options.
- **City of Lewisville**: Asked how to recommend service to a specific area.
  - Need to identify underserved area and email DCTA about what questions and what information is needed in order to consider that area for future service.
- **DCTA:** Feedback Campaign
  - Campaign to further feedback from riders and stakeholders. The group mentioned it could have a positive spin on it by saying "I wish DCTA would go _____".
  - DCTA to discuss internally for consideration

MEETING NOTES – DENTON

DCTA

Denton Meeting Notes

Collateral

- **DCTA - SPAN Services Flyer**: DCTA is working on a user-friendly map to add to the back of the flyer. The flyer was passed around for any potential edits. Edits will be made for more consistency.
- **Location Service Map:** Discussed this new collateral that is in the works. Each bus driver will have a map with logos and icons of places of interests that riders can utilize to communicate where they need to go. This will be uploaded to the "Human Services" webpage.
- **Veteran Service Map:** This project is currently in the design queue. DCTA staff will bring a draft of the map to the next quarterly meeting.

Denton Meeting Notes

Website Enhancements

- DCTA staff shared enhancements document with the group and asked for feedback for the "Human Services" webpage.
- Changes discussed were:
  - Create a more manageable solution for various resources DCTA develops
  - Redundancy of information so people see information
  - More prominent system map
- DCTA staff asked the group to send a list of topics and items of what they're constantly looking for on the DCTA website. Those can be added to the "Human Services" webpage as appropriate.

Denton Meeting Notes

Collection of Information

- DCTA staff gave an update on the DCTA Board of Directors and DCTA's vision of service coverage, which will be a topic of discussion for the new board during the visioning session that's part of the agency's 2020: Year of Transformation.
  - DCTA is working on this effort and once finalized will provide an update to the group.
- DCTA operations staff asked the group about areas that DCTA serves or doesn't serve from a client standpoint.
  - **Friends of the Family:** Mentioned that Post Oak and I-35E for their main office is where they need transit services and a stop as it is their only intake facility.
  - DCTA operations staff responded that DCTA will review internally and see how to best serve this area
- DCTA operations staff mentioned that DCTA can come up with transit questions to include in social service agency partner intake surveys/questionnaire
  - **Veterans Center**: mentioned they can pass this along to clients

Denton Meeting Notes

Service Changes

- Denton Enterprise Airport on-demand zone service will go away in January 2020 due to low ridership. There will be a three-month transition plan for the few riders using this service.
- There will be minor service changes in January 2020. Operations staff mentioned that DCTA is still working with the City of Denton on the Bonnie Brae construction to get the Connect buses back on Bonnie Brae.
- Mobility-as-a-Service (MaaS)- There are 31 total vendors to use for mobility options that DCTA can utilize in member and contract cities. DCTA is looking at what to put into place that will best serve its member cities.
- Transformation/Efficiency Study- Review Denton services and start with a clean slate; what would that service look like?
  - DCTA operations staff mentioned it would probably look like a hybrid of fixed-route and zone, on-demand services dependent on ridership demand. DCTA is trying to serve areas currently not covered.
- DCTA staff mentioned the RFP Transformation and that DCTA is currently in the process of getting this kicked off. This study will help DCTA be more efficient with resources and staff. Slated to start Quarter 1 2020.

Denton Meeting Notes

Inclement Weather

- Inclement Weather Shuttle Policy/Process - DCTA staff provided an overview of the inclement weather process and how DCTA works with the city of Denton for the plan.
- The city works with social service agencies to determine which shelters are open and coordinate with DCTA to get clients to these shelters. DCTA relies on the city to let us know when and where they need service and to get the word out to clients.
- DCTA also distributes Rider Alerts to the social service agencies signed up so they can get the information firsthand.

Denton Meeting Notes

Train the Trainer Program

- DCTA staff provided an update on the Train the Trainer position to the group. DCTA has requested the role go from full-time employee to a consultant role. DCTA is waiting on the NCTCOG for approval.
- In January 2020, DCTA staff hopes to have a program discussion. The goal is to get the greenlight from NCTCOG by the end of 2019 and kick off in 2020.
- DCTA will reach out to the group to help with developing the program. Once finalized, it will be sent to the DCTA Mobility Specialist who will work with the social service agencies to train them so they can assist their clients.
    - In the meantime, DCTA staff asked that the social service agencies reach out to DCTA Customer Service for trip planning/travel training assistance, as well as training with our staff travel trainer as available.

Denton Meeting Notes

Train the Trainer Program Con't

- Group Discussion-
  - Suggested a social service agency roundtable "field trip" to help them use and understand DCTA services to be able to help their clients. One for Denton and one for Lewisville. – DCTA staff liked this idea and will further look into this
  - Provide a scavenger hunt aspect to being trained on using transit. Give users different scenarios for a different perspective on how to use DCTA services and what various types of clients experience. – DCTA staff will bring this to the trainer consultant's attention.
  - DCTA staff mentioned that DCTA can create a step-by-step document to help people get where they need to go.

Denton Meeting Notes

Open Discussion

Lyft Program

- **Veterans Center/United Way:** Asked about the discontinued DCTA Lyft programs. Mentioned they have a grant that could be utilized for this program that's geared towards individuals who have been released from jail.
  - **DCTA**: will speak with United Way about the possibility of utilizing those grant funds. Staff mentioned DCTA can provide service area and cost per trip.
- **DCTA:** staff provided an overview of DCTA Lyft programs for UNT, Frisco and Highland Village.

- **On-Demand Zones**
  - **Friends of the Family:** Asked what On-Demand Zones are
    - **DCTA:** Staff gave an overview of these services and how they came about.
      - A newer trend in public transit is looking more at mobility and what works best for various types of people. Similar to Uber and Lyft except with DCTA vehicles and drivers. Wait times can vary from 10 to 20 minutes. It's a more cost-effective way to offer service.

Denton Meeting Notes

Open Discussion (Cont.)

How to Make Connections

- **29 Acres**: Mentioned spending a lot of money on getting clients to their jobs and are having transit issues. There's not enough service provided and the service times that are available are not feasible with SPAN for their clients who work on the weekend. They have six vehicles and use a combination of staff to drive clients to work. They have utilized Lyft and Uber, but it's expensive and they're paying for 75% of the transit services.
- **DCTA**: Staff requested they send client origins and destinations to see how DCTA can help. Staff also suggested a meeting for further discussion on this topic.

Upcoming Meetings

- **DCTA**: Staff will send 2020 meeting dates to the group to get them on the calendar.

MEETING SUMMARY

DCTA

Meeting Summary

General:
- Website enhancements were discussed and DCTA will continue to tailor the website, as well as the "Human Services" page to best suit the needs of the community.
- The social service agencies and DCTA will collaborate on information collection through surveys and other outreach activities.
- Train the Trainer Program change was discussed and clarification was given on training information for agencies.

Programs and Materials:
- The DCTA/SPAN flyer and Location Service Map were discussed and well-received. They will be added to the "Human Services" webpage when finished.

Service:
- Information given about the discontinuation of the Denton Enterprise Airport On-Demand zone service.
- Inclement Weather Shuttle Policy/Process was discussed and another meeting will be set up to go further into this with appropriate shelter groups.

NEXT STEPS

DCTA

Next Steps

Informational Report 2, Exhibit 1

Collateral Support:
- Continue to develop a Veteran's Service Map (showing DCTA services and all Veteran services / in large print) and bring a draft to the next roundtable
- Updates to the SPAN Services Flyer; will bring to the next roundtable

Webpage Updates
- Work on website enhancements to "Human Service" page
- Work on website navigation enhancements

Training
- Discuss and work on the possibility of a social service agency roundtable "field trip" to help use and understand DCTA services to be able to help their clients.

Service Change Support:
- Provide updated route guides to any agencies that request them in conjunction with the upcoming service changes.

General
- DCTA staff will send all 2020 meeting dates for agencies to get on their calendar early

Next Steps Progress

Informational Report 2, Exhibit 1

Item	Meeting	Status	Completion Goal	Announcement	Notes
"Go To" Cards	Feb-19	Complete and posted on website		5/17/2019	Second version upcoming
Helpful Map for Drivers	May-19				
Veteran's Service Map	Feb-19	Working with Graphic Designer.			Large project. February projection for completion.
Denton County Transportation Training Event Flier	Feb-19				
Train the Trainer Program	Feb-19	Close			We are coordinating groups with Crystal for specialized training.
DCTA Services Flier	Feb-19	Complete		7/19/2019	
DCTA + SPAN Flier	Feb-19	6/4 - Waiting for response from Laura		8/7/2019	In progress, on target for August meeting
DCTA + SPAN Flier Version 2		Working with Graphic Designer			Need larger text with coverage map.
Inclement Weather Communications Distribution list of area emergency management agencies	Feb-19	Complete			List of area emergency management services has been updated to the database.
Inclement Weather Communications Email notification system (community)	Feb-19	Started in February. Winter inclement weather emails complete.	Ongoing and will continue as needed.		
Food Pantry Transportation (Sycamore/Elm à DDTC)	Feb-19	Close			Denton
Library Services Blog Post	Feb-19	completed		Hop On Board Blog October	Lewisville
Mobile Home Park Locations	Feb-19	completed			
Denton Community Market One-Page	Feb-19	Complete			Denton
Denton Community Market Custom Map	Feb-19	Complete			Denton
Discount Pass Program: Non-Profit Info the Denton Community Market	Feb-19	Complete			
Attend Chin Community Festival	Feb-19	Complete			
Attend Lewisville Chamber of Commerce Workforce Summit	Feb-19	Complete			
Look into a Ride Assistance Program with UNT and TWU students	Feb-19	Ongoing			Crystal is training groups.
Top 5 Destination Survey	Feb-19	Complete			
Intake Surveys	May-19	Close			Will be handled individually with Serve Denton and M. King
Lewisville Implementation for Inclement Weather procedures	19-Aug	In progress, working with Lewisville to schedule meeting			
Lewisville Library: Audiobooks for Bus Drivers	19-Aug				
LISD Magazine Promotion	19-Aug	Mary is working with LISD			
Lewisville Movement on the Parkway Involvement	19-Aug	DCTA attending			
Informational Materials for Denton Jail (w/ Winning the Fight)	19-Aug	Delivered			
Vlog-style Video Tours for Public Transit (Journey to Dream)	19-Aug				
Pre-Train the Trainer Training Opportunities	19-Aug	Close			
Adjust the SSA GIS Map to Make List/Legend More Obvious or Pop-Up Automatically	19-Aug				Map was created by City of Denton, working to see if we can make this happen through the city.
Printable PDF Version of SSA GIS Map	19-Aug	Complete			Sent to group 8/30
NCTC: Update Materials to Better Reflect Student Resources	19-Aug	Complete			New graphics sent to counseling and administration offices
Website Enhancements to "Human Service" Page	Nov-6				
Website Navigation Enhancements	Nov-6				
Social Service Agency Roundtable Field Trip	Nov-6				

Informational Report 2, Exhibit 1

NEXT ROUNDTABLE MEETINGS

DCTA

Informational Report 2, Exhibit 1

February Roundtable Meetings

Lewisville	Denton
Date/Time: Wednesday, February 19th 9:30 – 11 a.m.	**Date/Time:** Thursday, February 20th 9:30 – 11 a.m.
Location: DCTA Admin Offices Board Room 1955 Lakeway Drive, Ste. 260 Lewisville, TX 75057	**Location:** Serve Denton Conference Room 306 N Loop 288 Denton, TX. 76209

CONTACT INFORMATION

DCTA

Questions?

For questions about the upcoming Social Service Agency Roundtables or to get more involved in the conversation, please contact:

Mary Worthington
Community Relations Manager
mworthington@dcta.net

Kendra Meek
Community Relations Coordinator
kmeek@dcta.net

Board of Directors Memo

January 23, 2020

SUBJECT: Transformation Initiative Workshop

DCTA Staff will guide a board workshop to review and recommend approval for the following items:

- Scope of Work – Review and discussion of comprehensive edits made to the Transformation Initiative draft scope of work
- RFP Timeline – Review and discussion of RFP timeline
- Evaluation Committee – Review, discussion and recommendations for participation on the RFP evaluation committee

Staff Recommendation

Approval of scope of work, timeline and evaluation committee recommendation, to include any modifications made during the workshop.

Exhibits

Exhibit 1: Transformation Initiative Scope of Work Draft (comprehensive board edits)
Exhibit 2: Transformation Initiative RFP Proposed Timeline
Exhibit 3: Transformation Initiative Evaluation Committee Recommendations

Submitted By: _____
Brandy Pedron
Executive Administrator

Final Review: _____
Nicole Recker
VP of Marketing & Administration

Transformation Initiative Scope of Work Draft
Comprehensive Board of Directors Edits for Workshop

The Denton County Transportation Authority (DCTA) is committed to improving mobility, air quality, economic development and livability in the communities where it operates ~~serves~~. In collaboration with diverse stakeholders and partners, DCTA is a leader in advancing mobility initiatives to serve the ever-changing transit needs of riders. Formed in 2002 and funded in 2003 with a $250 million infusion by Denton County and a commitment from the cities of Denton, Highland Village and Lewisville of a ½ cent sales tax, DCTA serves Denton, Collin and Tarrant County with a total of 22 fixed bus routes, the 21-mile A-train commuter rail line, on-demand, paratransit, and additional services. DCTA serves nearly 3 million passengers each year with connections to the Dallas Area Rapid Transit (DART) Green Line. To learn more about how DCTA is shaping the future of North Texas, visit RideDCTA.net.

2019 represented a year of positive~~, affirmative~~ change at DCTA which included meaningful modifications to ~~changes in~~: Board governance, staff leadership, culture, organization, and service delivery – actions ~~changes~~ necessary for DCTA to respond to evolving ~~changing~~ markets and the performance expectations of our stakeholders ~~member cities~~. Now, the newly formed DCTA Board of Directors desires to hire a qualified consulting team (the "consultant") to perform an independent review of ~~the~~ DCTA. The consultant's report will help the Board develop ~~inform the Board's development of~~ a cohesive vision for DCTA's future, ~~ to~~ improve operations, address ~~stakeholder's~~ perceived concerns, and respond to evolving markets, technology, and consumer preferences.
This RFQ seeks to engage a consultant with expertise in operational and long-range transit planning, strategic planning, information technology, process improvement, and organizational management best practices. This review will consist of four distinct, but integrated areas of emphasis: ~~, including a~~ 1) service analysis; ~~,~~ 2) governance analysis; ~~,~~ 3) financial analysis; and 4) ~~recommendations on the~~ technology ~~needs~~ analysis. The report shall culminate with affirmative recommendations necessary to implement ~~this~~ DCTA's vision. ~~This review will be managed and overseen by the DCTA Board of Directors.~~ The consultant team will be selected by, overseen by, and will report directly to the DCTA Board of Directors ~~related to all findings and recommendations~~. This review will include, but is not limited to, the following components:

1. Service Analysis and Recommendations:
The service analysis shall include a review of all currently provided public transportation services, including the items below. Additionally, the selected consultant will critique existing DCTA operations against industry best practices, peer agencies, and missed market opportunities. After evaluating the system, the consultant will assign a letter grade (between A and F) ~~related~~ to ~~each of the following~~

Commented [NR1]: Edit: Randall Chrisman

Commented [NR2]: Edit: Randall Chrisman

Commented [NR3]: Edit: Randall Chrisman

Commented [NR4]: Edit: Randall Chrisman

Commented [NR5]: Edit: Randall Chrisman

~~factors for~~ the train system, ~~as well as~~ bus services, and ~~/~~mobility operations ~~services~~ provided in each member city and offer recommendations for improvement.

a) Density – does the system connect areas of adequate density?
b) Activity – does the system connect areas with activity -- employment centers, entertainment centers, or other destinations where people want to go?
c) Connectivity – does the A-train connect well to DART, bus lines, and other mobility services?
d) Walkability – does the infrastructure within a quarter mile of train stations and bus stations provide easy and walkable access for riders?
e) Convenience – is the system convenient for riders?
f) Frequency – does the system provide adequate ride frequency to promote ridership?
g) Travel Time – can the system get riders where they want to go in an efficient time frame?
h) Reliability – does the system run on-time and make reliable connections with transfers, where riders can rely on the system to get where they need to go?
i) Legibility – is the website easy to use to plan trips? Can the average person know how to navigate a bus route or train route just by reading instructions at bus/train stops and by using instructions/maps found inside the train/bus?
j) Inclusivity – do all members of the public have equitable access to the system?
k) Conditions – Does DCTA provide adequate shelters, benches and gathering places for the current stops in place or for those contemplated in the future?
l) Perception – Does DCTA provide an overall positive riding experience for its customers?

After providing a baseline grade for DCTA's current service, the consultant will then propose recommendations to improve the system and operation of the system. ~~The recommendation will consider use of DCTA's previously authorized contracts with 30 firms with expertise in self-dispatching, demand-response rideshare solutions, and systems integration.~~ The selected consultant shall understand the services provided by DCTA's previously authorized contracts and ~~these firms to~~ make recommendations on which mobility solutions~~, if any, would be beneficial to~~ could be improved ~~service~~ in DCTA's member cities. The recommendation shall provide:

a) Analysis of the most cost-effective modes to provide desired levels of service and coverage
b) Opportunities to increase ridership, including short, medium and long-term projects and each project's ridership potential. These recommendations should analyze both expansion of traditional service and the innovative solutions proposed by the previously authorized 30 firms.
c) Opportunities to improve service and ridership in DCTA's member cities.
d) A monitoring program of performance metrics that can provide continual feedback to the Board of Directors on service performance.
e) Review of all modes of service, analyzing the cost to provide each mode, and the associated funding sources generated as a result of that service.

Commented [NR6]: Edit: Randall Chrisman

Commented [NR7]: Edit: Randall Chrisman

Commented [NR8]: Edit: Randall Chrisman

Commented [NR9]: Edit: Highland Village/Mike Leavitt

Alt Copy:
The recommendation will consider use of DCTA's previously authorized contracts with 30 firms with expertise in self-dispatching, demand-response rideshare solutions, and systems integration. Recommendations shall include rail corridor efficiencies in operations, rail corridor capital expansion and economic development opportunities at existing and future stations development opportunities. Located within a half mile and one-mile radius. The selected consultant shall understand the services provided by these firms to make recommendations on which mobility solutions, if any, would be beneficial to improve service in DCTA's member cities. The recommendation shall provide:

DRAFT

f) Review of all contract service, and associated costs and revenues generated as a result.
g) Analysis of the subsidy per rider of each route, in comparison to other similar size transit agencies.
h) Identification of services or programs that should be considered for either modification or elimination due to unwarranted service levels/ ridership
i) A return on investment index comparing the amount of money each member city contributes yearly and the number of riders served within that City (excluding passengers riding on A-Train traveling through the city without stopping or transferring within city limits).
j) Opportunities to redirect savings back to the member cities for use on capital projects ~~adjacent to the system~~ to serve ~~as catalyst projects for~~ the communities and the agency.

Commented [NR10]: Edit: Randall Chrisman

2. Governance Analysis and Recommendations:

The governance analysis shall include, but is not limited to, a review and documentation of agency strengths, weaknesses, opportunities, and threats through interviews and facilitated group discussions with Board members, member city officials, community leaders, agency staff, and regional partners. The review and analysis shall include:

a) A top-down organizational review of staffing structure, which should include a job description review and compensation study, comparing similar transit agencies, as well as Denton County and DCTA member cities. Benchmarking of all compensation factors should be part of the study, including retirement, health insurance and all provided benefits.
b) Recommendations on organizational structure, best practices, and right size of the agency.

3. Financial Analysis and Recommendations:

Consultant shall review the agency's financial policies, compare to best practices with other agencies, and make recommendations including:

a) ~~Review the~~ how to improve the agency's reserve policies ~~and make recommendations~~.
b) ~~Recommendations on the~~ how to improve the structure of the budget and monthly financial reports, including addressing the best way to budget for asset depreciation and replacement costs.
c) ~~Review the~~ how to improve the TTI Cost Allocation Model ~~and make recommendations~~.

Commented [NR11]: Edit: Randall Chrisman

4. Technology Analysis and Recommendations:

The selected consultant shall review the agency's information technology needs and processes and make recommendations ~~on the establishment of systems needed to adapt~~ adopt cost effective emerging technologies ~~and~~ to meet the future needs of DCTA.

DRAFT

(Please note that some of the changes were made to better state what I believe the author was trying to convey. If I have misconstrued or changed the meaning of what was being said, that was not the intent).

Commented [NR12]: Edit: Randall Chrisman

5. Economic Development Strategies for the I35E Corridor Recommendations:

The Consultant shall identify and recommend strategies which enable TOD along the I35E corridor within proximity of existing and potential transit stations. The analysis and recommendations will reflect the TOD and multi-modal needs, aspirations and weakness of each local community in regard to location and form in and around existing and potential station locations.

Commented [NR13]: Edit: Highland Village/Mike Leavitt

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JAN2020

SUN	MON	TUE	WED	THU	FRI	SAT
			01	02	03	04
05	06	07	08	09	10	11
12	13	14	15	16	17	18
19	20	21	22	23 Board approval of scope of work and timeline	24	25
26	27 Pre-solicitation (via email / 2 weeks)	28	29	30	31	

FEB2020

SUN	MON	TUE	WED	THU	FRI	SAT
						01
02	03	04	05	06	07	08
09	10 Pre-solicitation feedback due by EOD	11	12 Pre-solicitation edits made to scope of work	13 Final scope of work sent to Procurement for packaging	14	15
16	17 Presidents Day (DCTA holiday)	18	19	20	21 Procurement packaging complete	22
23	24 Final RFP on the street (all responses due April 2 / ~6 wks)	25	26	27	28	29

MAR2020

SUN	MON	TUE	WED	THU	FRI	SAT
01	02	03	04 Pre-proposal conference	05	06	07
08	09 All questions due (EOD)	10	11	12	13 All questions answered and released	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APR2020

SUN	MON	TUE	WED	THU	FRI	SAT
			01	02	03	04
				All final proposals due (3 p.m.)		
05	06	07	08	09	10	11
	Evaluation and discussion of proposals →					
12	13	14	15	16	17	18
	→		Schedule in-person vendor presentations (week of 4/27)			
19	20	21	22	23	24	25
26	27	28	29	30		
	Top vendor presentations →					

MAY2020

SUN	MON	TUE	WED	THU	FRI	SAT
					01	02
03	04	05	06	07	08	09
	Recommended vendor determined					
10	11	12	13	14	15	16
	Create board memo and task order #1 →					
17	18	19	20	21	22	23
	→			Board memo and task order #1 due for board packet		
24	25	26	27	28	29	30
				Board approval of consultant and task order #1	Contract development (could take 30+ days)	
31						
			NOTE: If the pre-solicitation is removed and the proposal is only on the street for four weeks (1/31 – 3/5), we could bring a recommendation to the board at the April board meeting (4/23).			

Transformation Initiative
Evaluation Committee Recommendations

DCTA staff asks that the Board of Directors recommends the names of individuals they would like to participate on the Transformation Initiative evaluation committee.

The commitment requires roughly a week and a half of proposal review and meetings, three to four days for top vendor presentations, and a meeting to determine the final recommended vendor.

City of Denton: Todd Hileman, City Manager

City of Highland Village: _____

City of Lewisville: _____

Denton County: _____

Additional Members: _____

_____

_____

DCTA Staff Members: _____

_____

_____

Board of Directors Memo

January 23, 2020

SUBJECT: Access Service Overview

DCTA Staff will provide an overview of the DCTA Access Service, current Board policy related to the service, and share recent service inquiries for Board Discussion

Exhibits

Exhibit 1: Access Service Overview presentation

Submitted By:

Brandy Pedron
Executive Administrator

Final Review:

Michelle Bloomer
VP of Operations

REGULAR AGENDA – ITEM 6

- Access Service Overview – Presented by Michelle Bloomer

ACCESS SERVICE OVERVIEW

- Access is a shared ride, origin to destination, demand response service that provides transportation for older adults and individuals with disabilities in Denton, Highland Village, and Lewisville.
- Two types of service:
  - Americans with Disabilities Act (ADA) Paratransit Service
  - Non-ADA Demand Response Service
- Service hours mirror fixed-route service
- Fare: $3 one-way trip
- Application required

ACCESS SERVICE OVERVIEW

ADA Paratransit Service

- Required by the Americans with Disabilities Act
- For individuals that cannot independently use the rail or fixed-route bus service because of a physical, cognitive, or visual disability
- Available within Denton and Lewisville
- Trips must begin and end within ¾ mile of a fixed route
- Service provided curb-to-curb or door-to-door (upon request)

ACCESS SERVICE OVERVIEW

Non-ADA Demand Response Service

- Above and beyond the requirements of the ADA
  - For trips that begin/end outside ¾ mile of a fixed route
  - For individuals that do not meet the stricter ADA eligibility requirements, but are older adults (65+) or individuals with disabilities
- Available within Denton, Highland Village, and Lewisville
- Curb-to-curb service
- Trips provided first come/first serve as capacity allows

ACCESS SERVICE OVERVIEW

Certification Process

- Call to request or download the application online
- Submit completed application to DCTA:
  - Application
  - Physician's Form
- Eligibility based on information received and in-person interview (if necessary)
- Determination letter mailed

ACCESS SERVICE OVERVIEW

Scheduling a Trip

- Call DCTA Customer Service
- Trip requests may be made up to 5pm the day before and up to 7 days in advance of the requested trip date
  - Same-day service will be provided if capacity allows
- Customer receives confirmation call the night before
  - ADA Paratransit: 1 hour before/after requested trip time
  - Non-ADA Demand Response: More than 1 hour before/after

ACCESS SERVICE OVERVIEW

Service Parameters

- Operate on 30-minute ready time window
- If vehicle arrives after the 30-minute ready time window, the passenger will not be required to pay for the trip
- If vehicle fails to pick up within 1 hour, customer entitled to a credit
- No more than 50% of scheduled service can be Subscription
  - Subscription service may be cancelled due to consistent pattern of cancellations and/or no-shows

ACCESS SERVICE OVERVIEW

Service Rules

- Driver is not permitted to enter residences/facilities
- Customer to board the vehicle within 5 minutes of arrival
- Customer required to pay the full fare upon boarding
- No smoking, eating, or drinking on the vehicle
- Drivers provide minimal assistance to passengers
  - If required, a Personal Care Attendant (PCA) may accompany the customer

ACCESS SERVICE OVERVIEW

Service Rules (cont'd)

- Guests allowed/Pay full fare
- Service animals are allowed
- Carry on packages limited to two (2) grocery bags
- Transport any wheelchair regardless of size/weight, as long as lift can accommodate
- Visitors eligible for 21 days of service

ACCESS SERVICE OVERVIEW

Cancellations/No-Shows

- Advanced Cancellation - By 5pm day before
- Same Day Cancellation - After 5pm the day before and at least 2 hours before scheduled pick-up time
- No Show
  - Cancel less than 2 hours before scheduled pick-up time
  - Fail to board vehicle within 5 minutes of arrival
- Excessive Same Day Cancellations or No Shows may result in service suspension

ACCESS SERVICE OVERVIEW

Recent Service Requests

- Lewisville residents requesting service to Flower Mound medical facilities
- Highland Village resident requesting service from Lewisville to Flower Mound to attend Day Stay
- Denton resident certified as ADA eligible taking non-ADA trips

Board of Directors Memo January 23, 2020

SUBJECT: Monsignor King Outreach Center/Our Daily Bread Service Update and Fare Structure Discussion

Background

In August 2019, the City of Denton requested the DCTA Board consider including $77,000 in the Fiscal Year (FY) 2020 Budget to provide Bus service between two critical social service providers in Denton County. This request was presented to the Board at the August 8, 2019 Board Meeting and approved at the September 26, 2019 Board Meeting as part of the FY2020 Budget. A copy of the letter is provided as Exhibit 1.

The service will be provided between Monsignor King Outreach Center (MKOC) and Our Daily Bread (ODB) Monday through Saturday in the mornings only. The MKOC is an outreach shelter to care for Denton's homeless population and provides meals (dinner and a light breakfast), beds, linens, showers, and guidance to local support agencies. Our Daily Bread is a community soup kitchen that serves free, nutritious lunch Monday through Saturday to the hungry and homeless population in Denton County and surrounding areas.

Implementation of the service was contingent upon MKOC staying open one hour later (9:00 am) and ODB opening one hour earlier (9:00 am). In late December 2019, City of Denton staff notified DCTA that ODB had already extended their operating hours, and that MKOC would effective January 13, 2020.

As a result, DCTA implemented two (2) morning shuttles (Route MK101) starting on Monday, January 13, 2020. The Bus arrives at MKOC at 8:50 am and 9:15 am and arrives at ODB at 9:01 am and 9:26 am. The route and schedule are published, and service is open to the general public. To keep costs low, service is provided Monday through Friday using existing operators coming off peak service, and Saturday service is provided using Xtra Board operators.

Identified Need

To allow for quick deployment, the service was implemented as a promotion. Current Board policy is not to provide regular service fare free. Based on DCTA's current fare policy, passengers could ride with an AM/PM or Day Pass at a cost of $1.50 and $3.00 respectively. Reduced passes are available for purchase by the two (2) social service agencies, at a 50% discount ($0.75, $1.50), through DCTA's Non-Profit Discount Program.

Staff is requesting Board guidance related to the fare associated with this service.

Financial Impact

Operating funds associated with this service, in the amount of $77,000, are included in the FY 2020 Budget.

Exhibits

Exhibit 1 – Service Request Letter from the City of Denton

Submitted by: Michelle Bloomer

Michelle Bloomer, VP of Operations

Approval: Raymond Suarez

Raymond Suarez, Chief Executive Officer

CITY OF DENTON

City Manager's Office
215 E. McKinney St., Denton, TX 76201 • (940) 349-8307

August 1, 2019

Denton County Transportation Authority
Chief Executive Officer Raymond Suarez
1955 Lakeway Drive Ste. 260
Lewisville, TX 75057
Via e-mail: rsuarez@dcta.net

Dear Mr. Suarez:

On behalf of the City of Denton, I would like to request the DCTA Board of Directors consider including $77,000 in the annual budget for shuttle service between two critical social service providers in Denton.

The attached proposal, provided by DCTA staff, would add shuttle service to transport individuals staying overnight at Monsignor King Outreach Center (MKOC) shelter to Our Daily Bread (ODB) community kitchen in the morning. This service would run in the mornings 6 days/week (Monday-Saturday). This service would assist individuals experiencing homelessness in our community to reach available services during the day in an efficient and safe manner. This is even more critical as MKOC is preparing to expand service from 3 nights per week to seven nights per week and move towards an enhanced shelter model to encourage shelter use and improve housing outcomes.

Transportation has continued to be identified as a critical gap and need to assist individuals experiencing homelessness by the Denton County Homelessness Leadership Team (DCHLT) and its workgroup for shelter planning.

Thank you for your consideration to be a partner in collectively addressing homelessness in Denton County. Please let me know if we can answer any questions or provide additional information.

Sincerely,

Todd Hileman
City Manager

Attachment: Shuttle Service Proposal

Kuechler, Sarah

From: Michelle Bloomer <mbloomer@dcta.net>
Sent: Thursday, July 25, 2019 1:36 PM
To: Kuechler, Sarah
Cc: Troy Raley; Shaw, Danielle
Subject: RE: Monsignor King Meeting Follow-up

Hi Sarah:

We only included Monday – Friday, because we only operate peak service during the week. We were able to keep the cost of the shuttle down as we were going to run the shuttle by using a vehicle that had finished for the morning, and have it run the route before returning to the yard.

Since we don't provide peak service on Saturdays, we would have to bring in a driver for a minimum of 4 hours to run the shuttle. The annual cost for the Saturday service would be approximately $25,000.

This would bring the total cost of service (Monday – Saturday) to $77,000. Let me know if you have any additional questions.

Thank you,

Michelle

From: Kuechler, Sarah <Sarah.Kuechler@cityofdenton.com>
Sent: Thursday, July 25, 2019 11:39 AM
To: Michelle Bloomer <mbloomer@dcta.net>; Shaw, Danielle <Danielle.Shaw@cityofdenton.com>
Cc: Troy Raley <traley@dcta.net>
Subject: RE: Monsignor King Meeting Follow-up

One more follow-up question, why only Monday-Friday? Is it possible to extend to Saturdays?

Sarah

From: Michelle Bloomer <mbloomer@dcta.net>
Sent: Tuesday, July 23, 2019 4:45 PM
To: Kuechler, Sarah <Sarah.Kuechler@cityofdenton.com>; Shaw, Danielle <Danielle.Shaw@cityofdenton.com>
Cc: Troy Raley <traley@dcta.net>
Subject: RE: Monsignor King Meeting Follow-up

Hi Sarah:

We would need to take it to the DCTA Board to add the cost to the budget. Thank you,

Michelle

From: Kuechler, Sarah <Sarah.Kuechler@cityofdenton.com>
Sent: Tuesday, July 23, 2019 12:56 PM
To: Michelle Bloomer <mbloomer@dcta.net>; Shaw, Danielle <Danielle.Shaw@cityofdenton.com>

Cc: Troy Raley <traley@dcta.net>
Subject: RE: Monsignor King Meeting Follow-up

Thanks Michelle and Troy. To clarify, would the City be responsible for paying the $53k/year for this service or would this be included as a service as a DCTA member?

Thanks,
Sarah

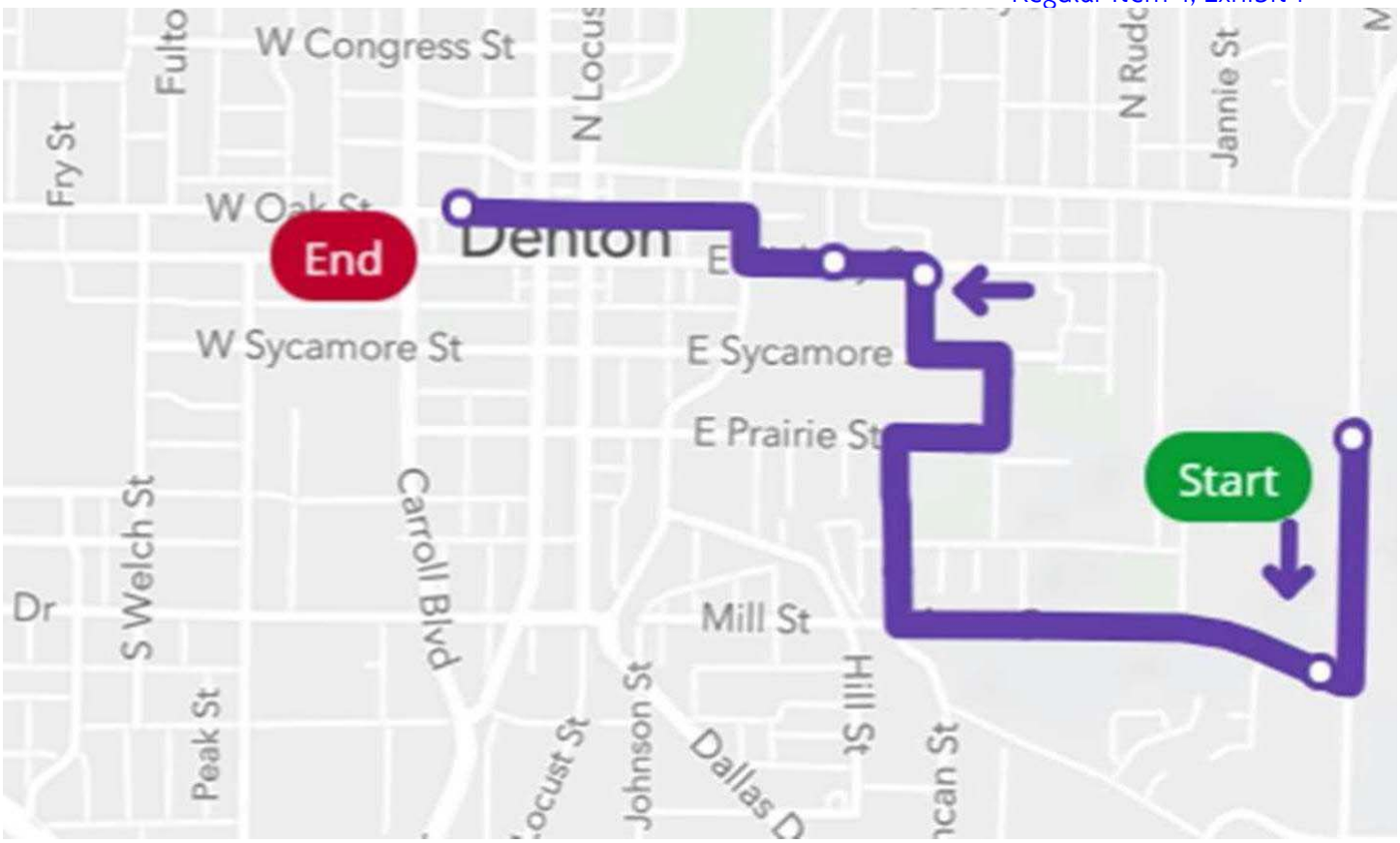
From: Michelle Bloomer <mbloomer@dcta.net>
Sent: Monday, July 22, 2019 5:30 PM
To: Kuechler, Sarah <Sarah.Kuechler@cityofdenton.com>; Shaw, Danielle <Danielle.Shaw@cityofdenton.com>
Cc: Troy Raley <traley@dcta.net>
Subject: RE: Monsignor King Meeting Follow-up

Hi Sarah & Dani:

Per our discussion at the July 1 meeting, Troy has prepared a proposed schedule and cost estimate to run two (2) shuttles from Monsignor King Outreach Center (MKOC) to Our Daily Bread:

The service would run Monday through Friday, with the first shuttle leaving MKOC at 8:50 am. The next shuttle would leave MKOC at 9:15 am. The cost of this service is estimated at $53,000 a year. If we were to dedicate a vehicle (vs. using a vehicle coming out of peak service) the cost would almost double.

Monsignor King Outreach Center	WB Morse @ Woodrow Lane	WB Hickory @ City Hall E	Our Daily Bread (WB Oak @ Cedar)
8:50 am	8:52 am	8:58 am	9:01 am
9:15 am	9:17 am	9:23 am	9:26 am



Please let me know if you have any questions or would like to discuss in more detail. Thank you,

Michelle

From: Michelle Bloomer
Sent: Monday, July 1, 2019 5:33 PM
To: Kuechler, Sarah <Sarah.Kuechler@cityofdenton.com>; Danielle Shaw (Danielle.Shaw@cityofdenton.com) <Danielle.Shaw@cityofdenton.com>
Cc: Troy Raley <traley@dcta.net>
Subject: Monsignor King Meeting Follow-up

Sarah & Dani:

Thank you for coordinating this afternoon's meeting with Monsignor King Outreach Center and United Way. I think we had a very positive discussion and are headed in the direction of a solution. Based on the discussion, DCTA will move forward with the following:

Shuttle Service to/from MKOC, Our Daily Bread (ODB), and the Downtown Denton Transit Center (DDTC)
Mornings only
Utilize vehicles coming off of peak service
Provide 2-3 trips
Implement January 2020

The above is proposed under the assumption that MKOC would stay open one (1) hour later (9:00 am), and ODB would open one (1) hour earlier (9:00 am). Troy will work on putting together a cost estimate when he gets back from

vacation. We will share this with you no later than Friday, July 19. Please let me know if I have left anything off and/or you have any questions.

Thank you,

Michelle

Michelle Bloomer
Vice President, Operations

Denton County Transportation Authority
640 Texas 121 Business, Lewisville, Tx 75057
Office: (972) 966-5115
Cell: (972) 900-1663
Email: mbloomer@dcta.net

Board of Directors Memo January 23, 2020

SUBJECT: Consider Resolution R20-01 Appointing Board of Directors for North Texas Mobility Corporation

Background

In February 2019 the DCTA Board of Directors approved the NTMC Certificate of Formation and associated Bylaws. As a fully functional Local Government Corporation (LGC), the NTMC now operates with a five-person Board of Directors appointed by the DCTA Board of Directors. Per the Articles of Formation, there shall be five (5) Directors, one (1) of which shall be the Chief Executive Officer. The current NTMC Board of Directors includes the following members with staggered terms:

Raymond Suarez	No Term Expiration
Dianne Costa	Term Expires 9/30/21
Connie White	Term Expires 9/30/20
Vacant Seat	Term Expires 9/30/21
Vacant Seat	Term Expires 9/30/20

The purpose of this item is to review and discuss proposed candidates for the NTMC Board of Director positions as well as consider taking formal action appointing a new slate of Board of Directors to the NTMC Board. Any new appointments will finish the remainder of the terms and will not reset the terms, per the Articles of Formation.

As of the preparation of this document, candidates for consideration have been submitted by Chair Costa, Vice Chair Gilmore, Secretary Chrisman and Director Watts.

City of Denton: Sara Hensley
City of Lewisville: Mayor Dean Ueckert
City of Highland Village: Don Combs
County Seat #1: Dale Mauch

Recommendation

Staff recommends making appointments to fill the vacant seats of the NTMC Board of Directors.

Exhibits

Exhibit 1: Resolution R20—01 Appointing Board of Directors for the North Texas Mobility Corporation
Exhibit 2: NTMC Articles of Formation
Exhibit 3: NTMC Bylaws

Submitted By: _____
Kristina Holcomb, Deputy CEO

DENTON COUNTY TRANSPORTATION AUTHORITY
RESOLUTION NO. R20-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY APPOINTING THE BOARD OF DIRECTORS FOR THE NORTH TEXAS MOBILITY CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VI of the Certificate of Formation for the North Texas Mobility Corporation ("NTMC"), the Denton County Transportation Authority Board of Directors shall appoint the Board of Directors for NTMC;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY THAT:

SECTION 1. The members of the Board of Directors of the North Texas Mobility Corporation are hereby appointed as follows:

_____
_____
_____
_____
_____

SECTION 2. This resolution shall become effective immediately upon its passage and approval.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY THE 23RD DAY OF JANUARY, 2020.

APPROVED:

_____
Dianne Costa, Chair

ATTEST:

_____
Randall Chrisman, Secretary
(01-15-2020:TM 113237)

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

David Whitley
Secretary of State

Office of the Secretary of State

April 02, 2019

Kevin B. Laughlin, Attorney for Denton County Transportation Authority
500 N. Akard, Suite 1800
Dallas, TX 75201 USA

RE: NORTH TEXAS MOBILITY CORPORATION
File Number: 803280549

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at http://window.state.tx.us/taxinfo/franchise/index.html. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at http://window.state.tx.us/taxinfo/exempt/index.html. Information on exemption from federal taxes is available from the Internal Revenue Service web site at www.irs.gov.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

David Whitley
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

NORTH TEXAS MOBILITY CORPORATION
File Number: 803280549

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above corporation pursuant to the provisions of the Local Government Corporation Act have been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 04/01/2019

Effective: 04/01/2019

David Whitley
Secretary of State

FILED
In the Office of the
Secretary of State of Texas
APR 01 2019
Corporations Section

CERTIFICATE OF FORMATION
OF
NORTH TEXAS MOBILITY CORPORATION

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), and Chapter 394, Texas Local Government Code, do hereby adopt the following Certificate of Formation for such corporation:

ARTICLE I
Corporation Name

The name of the corporation is **NORTH TEXAS MOBILITY CORPORATION** (the "Corporation").

ARTICLE II
Nature of Corporation

The Corporation is a public non-profit corporation.

ARTICLE III
Duration of Corporation

The period of duration of the Corporation shall be perpetual.

ARTICLE IV
Corporate Purpose and Authority

4.01 The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the Denton County Transportation Authority ("the Authority") in the performance of its governmental functions to promote the common good and general welfare of the Authority, including, without limitation, financing, constructing, owning, managing and operating regional mobility services (the "Mobility Services") on behalf of the Authority, and to perform such other governmental purposes of the Authority as may be determined from time to time by the Authority's Board of Directors (the "DCTA Board"). Subject to applicable state law and any contractual obligations of DCTA or the Corporation, DCTA may discontinue participation in the activities of the Corporation, or a non-participating unit of local government, business, or individuals may join in the activities of the Corporation, under procedures established from time to time in the Bylaws of the Corporation (the "Bylaws").

4.02 The Corporation is formed pursuant to the provisions of the Act as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the Authority and to engage in activities in the furtherance of the purposes for its creation.

4.03 The Corporation, with the prior written consent of the DCTA Board or as may be provided by the Bylaws, shall have the following powers to carry out the purposes of the Corporation, by and through its Directors:

A. employ and/or contract with persons or entities to carry out the purposes of the Corporation;

B. issue debt or enter into and administer other contractual obligations to carry out the purposes of the Corporation;

C. purchase, acquire, own, lease, maintain and dispose of real and personal property; and

D. contract with other political subdivisions and units of governments.

4.04 The Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Nonprofit Corporation Law (Tex. Bus. Org. Code, Chapters 20 and 22 and the provisions of Title I thereof to the extent applicable to non-profit corporations, as amended) or their successor.

4.05 The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created; provided, however, that the Corporation shall not issue any bond, certificate, note or other obligation evidenced by an instrument without the prior written consent of the Authority or as otherwise allowed by the Bylaws.

4.06 The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for all purposes, including for purposes of the Texas Tort Claims Act, Section 101.001, et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

4.07 References herein to the consent or written consent of the Authority shall refer to an ordinance, resolution order, or motion approved by the DCTA Board.

ARTICLE V
No Members or Shareholders

The Corporation shall have no members and shall have no stock.

ARTICLE VI
Board of Directors

6.01 All powers of the Corporation shall be vested in a Board of Directors consisting of five (5) members (the "Board") subject to the oversight of the Authority and as otherwise provided in the Bylaws. The Board shall independently manage and operate the Mobility Services in accordance with all applicable laws and documents, including this Certificate, the Bylaws, and such other documents agreed to by the Authority and as the same may be amended from time to time.

6.02 The initial directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VIII, below. With respect to the initial Board, the terms of the initial Directors shall commence on the date the Secretary of State has issued the certificate of incorporation for the Corporation. Subsequent Directors shall be appointed to the Board for a term of three (3) years as prescribed herein. Except as set forth in this Certificate or the Bylaws, any Director may be removed from office at any time, with or without cause, by the Authority.

6.03 The number of Directors shall be five (5), and shall be selected as follows:

A. The Authority shall appoint one (1) Director who shall at all times during the term of office be serving as the Chief Executive Officer or similar position for the Authority.

B. The Authority shall appoint four (4) Directors who shall at all times during the term of office be a member of the DCTA Board or resident of Denton County, Texas.

6.04 The majority of Directors must at all times be people who reside within Denton County.

6.05 Except as set forth in Section 6.02 above, Directors shall serve a term of office of three (3) years, with no limit imposed by this Certificate on the number of terms that a Director may serve.

6.06 Vacancies on the Board that occur before the end of a Director's term shall be filled in the same manner as appointments made pursuant to Section 6.03.

6.07 The Directors appointed pursuant to Section 6.03.B. may be removed at any time, with or without cause, by the DCTA Board.

6.08 All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws, so long as such Bylaws are not inconsistent with this Certificate of Formation or the laws of the State of Texas.

ARTICLE VII
Registered Office and Agent

The street address of the initial registered office of the Corporation is 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057, and the name of its initial registered agent at such address is Raymond Suarez.

ARTICLE VIII
Initial Directors

The names, addresses, and terms of office of the five (5) initial Directors are:

NAME	ADDRESS	TERM EXPIRES
Raymond Suarez	6823 Pistoia Drive, Frisco, Texas 75034	September 30, 2020
Dave Kovatch	5023 Westway Drive, Little Elm, Texas 75068	September 30, 2021
Connie White	119 Trophy Club Drive, Trophy Club, Texas 76262	September 30, 2020
Dianne Costa	3119 Misty Oak Drive, Highland Village, Texas 75077	September 30, 2021
Charles Emery	2200 N. Garden Ridge Blvd., Lewisville, Texas 75077	September 30, 2020

ARTICLE IX
Incorporators

The names and street addresses of the incorporators, each of whom resides within the Authority forming the Corporation are:

NAME	ADDRESS
Sara Bagheri	1125 E. University Drive, Suite A, Denton, Texas 76209
Dianne Costa	3119 Misty Oak Drive, Highland Village, Texas 75077
Charles Emery	2200 N. Garden Ridge Blvd., Lewisville, Texas 75077

ARTICLE X
Approval of Certificate of Formation by the Authority

Resolution No. 19-05 approving the form and substance of this Certificate of Formation was adopted by the Board of Directors of the Denton County Transportation Authority on February 28, 2019.

ARTICLE XI
Director Liability

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (ii) for any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iii) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article

by the Directors shall be prospective only and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

ARTICLE XII
Limits on Use of Corporate Assets; Income of Corporation

12.01 In accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code (the "Code"), and regardless of any other provisions of this Certificate of Formation or the laws of the State of Texas, the Corporation shall not:

A. permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes);

B. devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise;

C. participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and

D. attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives.

No part of the Corporation's income shall inure to the benefit of any private interests.

12.02 Notwithstanding Section 431.107 of the Act entitling the Authority to have the right to receive the income earned by the Corporation, any income earned by the Corporation after payment of reasonable expenses, reasonable reserves for future activities, debt, establishment of a capital reserve, and establishment of a reserve for other legal obligations of the Corporation, shall be retained by the Corporation and applied as a credit to the charges to the Authority and others who may, from time to time in accordance with this Certificate and the Bylaws, become a participating entity in the Corporation, for the operation and maintenance of the Mobility Services, or distributed to the Authority and such others in a manner to be determined by the Board in accordance with the provisions of the Bylaws of the Corporation.

ARTICLE XIII
Corporation as Private Foundation

If the Corporation is a private foundation within the meaning of Section 509(a) of the Code, the Corporation: (a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code; (b) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code; (c) shall not retain any excess business holdings as defined in Section 4943(c) of the Code; (d)

shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and (e) shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE XIV
Dissolution

14.01 If the Board determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds or notes issued by, and all obligations incurred by, the Corporation or on behalf of the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of Section 394.026 of Texas Local Government Code, or with applicable law then in existence.

14.02 Subject to any restrictions contained in applicable state law, if the Authority considers and approves a concurrent resolution directing the Board to proceed with the dissolution of the Corporation, the Board shall promptly proceed with the dissolution of the Corporation. The failure of the Board to promptly proceed with the dissolution of the Corporation in accordance with this Section 14.02 shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of this Certificate of Formation.

14.03 Upon the dissolution of the Corporation the assets of the Corporation shall be distributed to the Authority.

ARTICLE XV
Indemnification of Directors and Officers

15.01 *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article XV and the Bylaws of the Corporation, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a Director or officer of the Corporation shall be indemnified by the Corporation to the fullest extent permitted by the Texas Nonprofit Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article XV shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article XV shall be deemed contract rights, and no amendment, modification or repeal of this Article XV shall have the effect of limiting or denying any such rights with respect to action taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article XV could involve indemnification for negligence or under theories of strict liability.

15.02 *Advance Payment.* The right to indemnification conferred in this Article XV shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 15.01 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification, provided; however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article XV and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article XV or otherwise.

15.03 *Indemnification of Employees and Agents.* The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article XV, and the Corporation may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Corporation against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status of such a person to the same extent that it may indemnify and advance expenses to Directors under this Article XV.

15.04 *Appearance as a Witness.* Notwithstanding any other provision of this Article XV, the Corporation may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

15.05 *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article XV shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 15.03, above, may have or hereafter acquire under any law (common or statutory), provision of this Certificate of Formation or the Bylaws of the Corporation, agreement, or vote of disinterested Directors or otherwise.

15.06 *Insurance.* The Corporation may purchase and maintain insurance, at its expense to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article XV.

15.07 *Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article XV shall be reported in writing to the members of the Board with

or before the notice of the next regular meeting of the Board and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

15.08 *Savings Clause.* If this Article XV or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article XV as to costs, charges and expenses (including attorneys' fees), judgments, fines and in amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article XV that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE XVI
Amendments

This Certificate of Formation may not be changed or amended unless approved in writing by the Authority.

IN WITNESS WHEREOF, we have hereunto set our hands on the dates indicated below.

(Incorporator Signatures on Following Pages)

Signatures and Verification of Incorporators

Sara Bagheri

Dianne Costa

Charles Emery

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, a notary public, on this 28 day of February, 2019, appeared Sara Bagheri, Dianne Costa, and Charles Emery, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

BRANDY LEE PEDRON
Notary Public, State of Texas
Comm. Expires 06-28-2021
Notary ID 131189925

Notary Public, State of Texas

BYLAWS OF THE NORTH TEXAS MOBILITY CORPORATION.

A Texas Non-Profit Local Government Corporation created by and on behalf of the Denton County Transportation Authority

ARTICLE I
Corporate Purpose and Authority

1.01 *Purpose.* The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the Denton County Transportation Authority ("the Authority") in the performance of its governmental functions to promote the common good and general welfare of the Authority, including, without limitation, financing, constructing, owning, managing and operating regional mobility services (the "Mobility Services") on behalf of the Authority, and to perform such other governmental purposes of the Authority, as may be determined from time to time by the Authority's Board of Directors (the "DCTA Board"). Subject to applicable state law and any contractual obligations of DCT A or the Corporation, DCTA may discontinue participation in the activities of the Corporation, or a non-participating unit of local government, business, or individuals may join in the activities of the Corporation, under procedures established in the Bylaws of the Corporation (the "Bylaws"). The Corporation, with the prior written consent of the Authority or as may be provided by the Bylaws, shall have the following powers to carry out the purposes of the Corporation, by and through its Directors:

A. employ and/or contract with persons to carry out the purposes of the Corporation;

B. issue debt or enter into and administer other contractual obligations to carry out the purposes of the Corporation;

C. own, lease, maintain and dispose of real and personal property; and

D. contract with the Authority, political subdivisions, units of governments, and other persons and non-governmental entities.

1.02 *Local Government Corporation.* The Corporation is formed pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the Authority and to engage in activities in the furtherance of the purposes for its creation.

1.03 *Non-Profit Corporation.* The Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Nonprofit Corporation Law (Tex. Bus. Org. Code, Chapters 20 and 21 and the provisions of Title I thereof to the extent applicable to non-profit corporations, as amended) or their successor.

1.04 *Powers of Non-Profit Corporation.* The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created; provided, however, that the Corporation shall not issue any bond, certificate, note or other obligation evidenced by an instrument without the prior written consent of each of the Authority or as otherwise allowed by these Bylaws.

1.05 *Governmental Entity* for *Immunity.* The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for all purposes, including for purposes of the Texas Tort Claims Act, Section 101.001, et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

1.06 *Authority Consent.* References herein to the consent or written consent of the Authority shall refer to a resolution or order of the Authority's Board of Directors.

1.07 *Other Units of Government.* The Corporation may contract with a non-member unit of government to provide services on behalf of such non-member unit of government.

1.08 *Approved Projects.* The Corporation, by and through its Board of Directors, may approve capital improvements, services, or other projects consistent with the purposes of the Corporation to assist the Authority in the performance of the Authority's governmental functions (each an "Approved Project").

ARTICLE II
Board of Directors

2.01 *Powers Vested in Board.* All powers of the Corporation shall be vested in a Board of Directors consisting of five (5) members (the "Board") subject to the oversight of the Authority and as otherwise provided in these Bylaws. The qualification, selection, terms, removal, replacement, and resignation of the members of the Board of Directors of the Corporation ("Director" or "Directors") shall be governed by Article VI of the Certificate of Formation ("Certificate").

2.02 *Initial Board and Transition.* The initial directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VIII of the Certificate. To provide for terms which end at the end of a calendar month, each initial Director named in Article VIII of the Certificate shall serve for the term prescribed therein. With respect to the initial Board, the terms of the initial Directors shall commence on the date the Secretary of State has issued the certificate of incorporation for the Corporation. Upon the expiration of the terms of office of the initial Directors, the subsequent Directors shall be appointed for a three (3) year term, or until his or her successor is appointed by the Authority; provided, however, upon the death, resignation or

removal of a Director, the Authority shall appoint a replacement Director to serve for the unexpired term of office of the replaced Director.

2.03 *Governing Documents*. All other matters pertaining to the internal affairs of the Corporation shall be governed by these Bylaws, so long as these Bylaws are not inconsistent with the Certificate, and such other documents agreed to by the Authority and as the same may be amended from time to time, or the laws of the State of Texas.

2.04 *Voting Rights*. All Directors shall have full and equal voting rights. All references herein to an act, resolution or vote of the Directors shall refer to a vote of the Directors entitled to vote on the matter as provided herein.

2.05 *Meetings of Directors*. The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places within Denton County, Texas, as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Corporation in the State of Texas. The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required under Chapter 551, Texas Government Code (the "Open Meetings Act"); provided that the notice of each meeting of the Board shall be posted on the official bulletin board designated by the Authority for the posting of meetings of the Authority. The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the "Public Information Act").

2.06 *Regular Meetings*. Regular meetings of the Board shall be held at least quarterly at such times and places as shall be designated, from time to time, by resolution of the Board.

2.07 *Special and Emergency Meetings*. Special and emergency meetings of the Board shall be held whenever called by the Chair of the Board, the President of the Corporation, or by any two (2) Directors who are serving duly appointed terms of office at the time the meeting is called. A majority of the Board must be present for the conduct of any special called or emergency meeting. The Secretary of the Corporation shall give notice of each special meeting in person, by telephone, facsimile, mail or email at least three (3) days before the meeting to each Director and to the public in compliance with the Open Meetings Act. Notice of each emergency meeting shall also be given in the manner required under the Open Meetings Act. An emergency meeting may only be held when there is an emergency or an urgent public necessity exists and immediate action is required of the Board because of an imminent threat to public health and safety, or a reasonably unforeseeable situation. The agenda notice of the emergency meeting must be posted at least two (2) hours before the meeting and clearly identify the emergency or urgent public necessity. The President or Secretary of the Corporation, the Chair of the Board, or the Board members who call an emergency meeting must notify by telephone, facsimile transmission, or electronic mail not later than one hour before the meeting those members of the news media that have previously filed at the Corporation's office a request containing all pertinent information for the special notice and has agreed to reimburse the Board for the cost of providing the special notice. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special

meeting to the same extent as they may be considered and acted upon in a regular meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon to the extent allowed by the Open Meetings Act.

2.08 *Election of Chair and Vice-Chair of the Board.* Upon the initial meeting of the Board and at the last regular meeting of the Board occurring prior to October 1 of each calendar year thereafter, the Directors shall elect a Chair and Vice-Chair from among the members of the Board who will serve as Chair and Vice-Chair, respectively, for the period of October 1 until September 30 immediately following their election, and until their replacements are elected.

2.10 *Quorum.* A majority of the entire Board shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. If at any meeting of the Board there is less than a quorum present, those present may adjourn the meeting. The vote of a majority of the entire membership of the Board in favor of a motion, resolution, or other act shall be required to constitute the act of the Board, unless the vote of a greater number of Directors is required by law, by the Certificate of Formation, or by these Bylaws.

2.11 *Assent Presumed Without Express Abstention or Dissent.* A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless such person's dissent or abstention shall be entered in the minutes of the meeting or unless such person shall file written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof. Such right to dissent or abstain shall not apply to a Director who voted in favor of the action.

2.12 *Conduct of Business.* At the meetings of the Board, matters pertaining to the purpose of the Corporation shall be considered in such order as the Board may from time to time determine. At all meetings of the Board, the Chair of the Board shall preside, and in the absence of the Chair, the Vice-Chair shall preside. In the absence of the Chair and Vice-Chair, the majority of Directors present and voting shall select from among the Directors in attendance a Director to preside at the meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the Director presiding at the meeting may appoint any person to act as secretary of the meeting.

2.13 *Executive Committee, Other Committees.* The Board may, by resolution passed by a majority of the entire Board, designate two (2) or more Directors to constitute an executive committee or other type of committee. In addition, the Board may appoint members of Corporation staff and citizens and/or employees of the Authority to be members of a committee, except for an Audit, Compensation or Governance Committee, which committees may only be composed of Directors.

2.14 *Power of Committees.* Except to the extent provided in the authorizing resolution for the committee and the Board-approved committee charter, a committee may not exercise the authority of the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings, shall cause such minutes to be recorded in books kept for that purpose in the office of the Corporation, and shall report the same to the Board from time to

time. Committees authorized to exercise the powers of the Board shall give notice of any meeting in the manner required for a meeting of the Board.

2.15 *Compensation of Directors.* Directors, as such, shall receive no salary or compensation for their services as Directors; provided, however, Directors may be reimbursed for reasonable and necessary expenses incurred in carrying out the Corporation's purposes.

2.16 *Director's Reliance on Consultant Information.* A Director shall not be liable if, while acting in good faith and with ordinary care, such person relies on information, opinions, reports or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

(a) one or more other officers or employees of the Corporation;

(b) an employee of the Authority; or

(c) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

2.17 *Attorneys and Consultants.* The Board may employ attorneys, auditors, certified accountants, engineers, and such other professionals and consultants as may be required for the purposes of the Corporation from time to time.

ARTICLE III
Officers

3.01 *Titles and Term of Office.* The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except the President shall not hold the office of Secretary. The initial term of the officers of the Corporation shall extend to December 31, 2021. The subsequent terms of office for each officer shall be three (3) years commencing on January 1.

All officers shall be appointed and subject to removal at any time, with or without cause, by a vote of a majority of the entire Board.

A vacancy in any office elected pursuant to this Article III shall be filled by a vote of a majority of the entire Board and shall be for the remainder of the then current term of office vacated.

3.02 *Powers and Duties of the President.* The President shall be the principal executive officer of the Corporation and, subject to the Board's approval, the President shall be in general charge of the properties and affairs of the Corporation. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Certificate, the President or Vice-President may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Corporation.

The President will be responsible for implementing all orders and resolutions of the Board, and all other powers that are not specifically reserved to the Directors or Authority will be executed by the President within the general guidelines and policies of the Board and Authority. The President shall have such other duties as are assigned by the Board including, but not limited to, those set forth in Article VI, below. The President shall be an ex-officio member of all Board committees except the Audit Committee, if established.

3.03 *Powers and Duties of the Vice President.* The Vice President shall have such powers and duties as may be assigned to such person by the Board or the President, including the performance of the duties of the President upon the death, absence, disability, or resignation of the President, or upon the President's inability to perform the duties of such office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

3.04 *Treasurer.* The Treasurer shall have custody of all funds and securities of the Corporation which come into possession of the Corporation. When necessary or proper, the Treasurer (i) may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; (ii) may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board; (iii) shall enter or cause to be entered regularly in the books of the Corporation to be kept by such person for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation; (iv) shall perform all acts incident to the position of Treasurer subject to the control of the Board; including the monitoring and audit of all cash accounts whose existence must first be approved by the Board; and (v) shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require. The Corporation may contract with the Authority to provide financial services for the Corporation in deciding the performance of the duties of the Treasurer set forth in this Section 3.04.

3.05 *Secretary.* The Secretary (i) shall keep or cause to be kept the minutes of all meetings of the Board in books provided for that purpose; (ii) shall attend to the giving and serving of all notices; (iii) in furtherance of the purposes of the Corporation and subject to the limitations contained in the Certificate of Formation, may sign with the President in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; (iv) shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Corporation during business hours; and, (v) shall in general perform all duties incident to the office of Secretary subject to the control of the Board. Nothing in this Section 3.05 shall be construed as prohibiting the Board or the President from providing to the Secretary such support as may be reasonable and necessary to assist the Secretary in carrying out the duties set forth herein.

3.06. *Compensation and Staff.* Officers who are members of the DCTA Board of Directors or DCTA employees or who occupy a government office of emolument (as defined in Tex. Const. art. XVI §40) shall serve without compensation with respect to the performance of their duties as officers of the Corporation but are entitled to receive reimbursement for their reasonable expenses only in performing their functions in accordance with any policies that may be adopted by the Board. Administrative services for the Corporation may be performed by employees of the Authority, as directed by the Authority's Chief Executive Officer, and the Corporation shall pay the costs for such services pursuant to an agreement between the Corporation and the Authority entered pursuant the Interlocal Cooperation Act (Chapter 791, Tex. Govt. Code).

3.07 *Officer's Reliance on Consultant Information.* In the discharge of a duty imposed or power conferred on an officer of the Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

(a) one or more other officers or employees of the Corporation, including members of the Board;

(b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or,

(c) an employee of the Authority.

ARTICLE IV
Financial Responsibilities

4.01 *Audit.* The Corporation shall have an annual audit prepared by an independent auditor who is duly licensed or certified as a public accountant in the State of Texas of the financial books and records of the Corporation.

4.02 *Capital Spending Authority:* The Board may expend funds for capital improvements in accordance with a capital improvement plan approved by the Board for the current fiscal year budget as follows:

(a) Funds from the Authority shall be used for the purposes of the Corporation as authorized and directed by the Authority.

(b) Funds from other sources, such as donations, may be used at the discretion of the Board for capital purposes as long as the uses are consistent with the direction of the Authority and are not reasonably expected by the Board to increase the operation and maintenance costs of the Corporation above the limits established in Section 4.04, below, or have a capital cost greater than $100,000.

(c) Proceeds of bonds, notes and other obligations shall be expended in accordance with the terms of the resolution authorizing the issuance of such bonds, notes or other obligations.

4.03 *Issuance of Debt.*

(a) The Corporation, with the approval of the Authority, is authorized to issue short-term debt in the form of bonds, notes, and other obligations which by their terms mature and are payable not later than one (1) year from their initial date of issuance. Where possible, the amount and purpose of the short-term debt shall be projected by the Corporation in its annual budget to the Authority. The Authority shall be given the first opportunity to provide these funds before the Board incurs debt.

(b) The Corporation, with the approval of the Authority, is authorized to issue long-term debt in the form of bonds, notes, and other obligations which by their terms mature and are payable beyond one (1) year from their initial date of issuance. Long term debt may be issued to finance capital improvements and costs related thereto, and to refund or refinance any outstanding bonds, notes, or obligations issued or incurred by the Corporation, or for such other reasons as may be approved by the Authority.

(c) Short-term debt as defined in Subsection (a) and long-term debt as defined in Subsection (b) of this Section 4.03 may be issued only if:

(i) the issuance of said debt is approved by a majority of the entire Board; and

(ii) the issuance of said debt is approved by resolution or ordinance of the Authority.

(d) Any debt issuance approved by the Authority shall be paid from any source or sources permitted by law including the income and revenue of the Corporation.

4.04 *Increase of O&M Costs.* Except for items mandated by changes in state or federal law or regulation that could not reasonably have been anticipated prior to submission of the Corporation's annual budget to the Authority for review and comment, in the event any one or more items are added during a fiscal year that would increase or cause the annual operation and maintenance costs to exceed ten percent (10%) above the budgeted amount for that year, the Board must receive prior approval from the Authority prior to making that addition.

4.05 *Fiscal Year.* The fiscal year of the Corporation shall begin October 1 of each year.

4.06 *Annual Budget.*

(a) No later than ninety (90) days prior to the beginning of each fiscal year, the Board shall prepare, or cause to be prepared, and approve a budget (the "Budget") for the fiscal year. After approval by the Board, the Budget shall be submitted to the Authority for approval.

(b) The Budget shall, at a minimum, include capital, operational, debt service and project-specific expenditures and corresponding revenues. The Budget shall clearly indicate the sources and purposes of revenues contributed by the Authority, any non-participating unit of government, or other third-parties.

(c) If the Board fails to approve the Budget, or if the Budget is not approved by the Authority, then the Budget for the prior fiscal year shall be deemed approved.

(d) From time to time, the Board may undertake one or more projects related to the purposes of the Corporation requiring the expenditure of funds not approved in the Annual Budget. While the Board may elect to amend the Annual Budget for a particular project(s) related to the purposes of the Corporation, such expenditures may not be undertaken in that regard unless or until an agreement with the Authority or a third-party unit of government is executed with the Corporation, which shall contain at least the following:

(i) the service(s) to be provided by the Corporation;

(ii) the method by which the Corporation intends to provide the service(s) (i.e., the Corporation intends to contract with a private entity or perform the service(s) itself, or some blending of the various methods);

(iii) the total cost of the project(s) to be undertaken by the Corporation; and

(iv) written agreement by the third-party unit of government to contribute an agreed-upon portion of the stated project expenditures, along with the agreed-upon portion being contributed by the Authority, if any.

4.07 *Line Item Flexibility.* The Board and, if authorized by the Board, the President, has the authority to shift operation and maintenance funds from one line item of the Budget to another without the approval of the Authority.

4.08 *Reserve Fund.* The Budget may provide for one or more reserve funds for the replacement of scheduled assets, for capital improvements and reasonable reserves for future activities, debt, establishment of a capital reserve. Any unencumbered funds remaining at the end of the fiscal year shall be converted to the Reserve Fund.

4.09 *Other Funds.* Other funds, such as unrestricted charitable donations, may be used by the Board in accordance with the approved budget or, if not anticipated in the Budget, as the Board directs, provided that the limitation set out in Section 4.04, above or a capital cost of $100,000 is not exceeded.

4.10 *Appropriations and Grants.* The Corporation shall have the power to request and accept any appropriations, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

4.11 *Sale or Transfer of Assets.* The Corporation may not sell, transfer or assign real property or permits of the Corporation, in whole or in part, without the approval of the Board. After approval by the Board, the proposed sale, transfer or assignment of the assets ("the Asset Transfer") must be submitted to the Authority for approval. The Authority will approve or disapprove the Asset Transfer in whole or in part. Notwithstanding the foregoing, the Board shall not be required to obtain the consent of the Authority to sell, convey, or transfer to a third-party personal property of the Corporation determined by the Board to be surplus and which has a depreciated unit value of less than $1000.00 per unit.

ARTICLE V
Indemnification of Directors and Officers

5.01 *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article V and the Certificate, each person who was or is made a party, is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Corporation shall be indemnified by the Corporation to the fullest extent permitted by the Texas Nonprofit Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlement and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnify hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability.

5.02 *Advance Payment.* The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 5.01 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

5.03 *Indemnification of Employees and Agents.* The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V.

5.04 *Appearance as a Witness.* Notwithstanding any other provision of this Article V, the Corporation may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

5.05 *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 5.03 of this Article V may have or hereafter acquire under any law (common or statutory), provision of the Certificate or these Bylaws, agreement or disinterested Directors or otherwise.

5.06 *Insurance.* The Corporation shall provide for the purchase and maintenance of insurance, at its expense, to protect itself and any person who is (or was) serving as a Director, officer, employee or agent of the Corporation or who is (or was) serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article V.

5.07 *Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the ninety (90) day period immediately following the date of the indemnification or advance notification.

5.08 *Savings Clause.* If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VI
Additional Duties and Authority of the President; Employees

6.01 *Additional Powers and Duties of the President.*

(a) *Responsible for hiring and supervision of Employees*. The President shall be responsible for hiring and terminating the employees of the Corporation. Except to the extent provided (i) in a collective bargaining agreement to which the Corporation is a party or (ii) under applicable state or federal law or regulations, all employees hired by the President shall be terminable at-will and not be provided any term or promise of employment.

(c) *Spending Authority*. The President is authorized to approve expenditures, make purchases, and enter into contracts on behalf of the Corporation which require an expenditure not to exceed $50,000 without Board approval as long as funds are budgeted and are available for the expenditure.

(d) *Annual Budget*. The President is responsible for the preparation of the Corporation's annual budget for consideration and approval by the Board.

6.02 *Contracting with the Authority*. The Corporation may contract with the Authority for utilization of employees of the Authority. The Corporation may, without compensation, use the services of employees the Authority with the prior written consent of the Authority's Chief Executive Officer. The Board is authorized to employ or contract for project-specific personnel to manage or to operate a service provided by the Corporation.

ARTICLE VII
Code of Ethics

7.01 *Policy*. It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

7.02 *Purpose*. This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes: (i) to encourage high ethical standards in official conduct by Directors and corporate officers; and (ii) to establish guidelines for such ethical standards of conduct.

ARTICLE VIII
Miscellaneous Provisions

8.01 *Seal*. The seal of the Corporation shall be such as may be from time to time approved by the Board. The seal of the Corporation shall not be required to be placed on a document in order for the document to be considered a valid act or agreement of the Corporation.

8.02 *Notice and Waiver of Notice*. Whenever any notice, other than public notice of a meeting given to comply with the Open Meetings Act, is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing

the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. If transmitted by facsimile or email, such notice shall be deemed to be delivered upon successful transmission of the facsimile or email. A Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting unless such attendance is for the purpose of objecting to the failure of notice. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

8.03 *Gender.* References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

8.04 *Distribution of Net Income; Return of Funds*. Notwithstanding Section 431.107 of the Act entitling the Authority at all times to have the right to equally receive the income earned by the Corporation, any income earned by the Corporation after payment of reasonable expenses, reasonable reserves for future activities, debt, establishment of a capital reserve, and establishment of a reserve for satisfaction of other legal obligations of the Corporation shall be retained by the Corporation and applied as a credit to the charges to the Authority for operations of the Corporation and/or other services provided by the Corporation to the Authority.

8.05 *Authority Access to Records of Corporation.* Notwithstanding the provisions of the Public Information Act or any exceptions contained therein to disclosure and the rights or limitations thereof regarding the review of records of Texas non-profit corporations, the Authority shall have a special right to review and obtain copies of the records of the Corporation, regardless of format, upon reasonable notice and during regular business hours of the Corporation; provided, however, such special right of access to the Authority shall not apply to records to which law or regulation expressly prohibit disclosure to third parties that would by definition include the Authority.

8.06 *Amendments*. A proposal to alter, amend or repeal these Bylaws shall be made by the affirmative vote of a majority of the entire Board at any regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to these Bylaws must be approved by resolution of the Authority in order to be effective.

Approved by DCTA Board of Directors on February 28, 2019
Approved by Board of Directors of North Texas Mobility Corporation on April 11e **, 2019.**

RESOLUTION NO. 2019-N001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION ADOPTING THE CORPORATION'S BYLAWS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 19-05 approved February 28, 2019, the Denton County Transportation Authority ("DCTA") Board of Directors authorized the form of the Certificate of Formation and Bylaws of the North Texas Mobility Corporation ("NTMC" or "Corporation");

WHEREAS, the Certificate of Formation of the Corporation has been filed with and approved by the Texas Secretary of State; and

WHEREAS, in order to provide for the organizational and operational structure of the Corporation, the Board desires to adopt the form of the Corporation's bylaws previously approved by the DCTA Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION THAT:

SECTION 1. The Bylaws of the North Texas Mobility Corporation set forth in Exhibit "A", attached hereto and incorporated herein by reference, are hereby adopted

SECTION 2. This resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION THE 16TH DAY OF APRIL 2019.

APPROVED:

Kristina Holcomb, President

ATTEST:

Brandy Pedron, Secretary

(kbl:4/9/19:107237)

Board of Directors Memo January 23, 2020

SUBJECT: Authorization of Expenditures with Cooperative Agreements

Background

Previously, the Board of Directors approved entering into Interlocal Agreements with North Texas Share, BuyBoard and Omnia Partners for cooperative purchasing. All three purchasing cooperatives have a multitude of cooperative purchasing programs available to public agencies. All contracts are competitively solicited and publicly awarded by government entities utilizing industry best practices, processes and procedures. The Interlocal Agreements allow DCTA to participate in the cooperative buying power which helps DCTA save time and reduces product and administrative costs.

Identified Need

As noted in the Background section, DCTA entered into Interlocal Agreements with three purchasing cooperatives. DCTA determined a need for miscellaneous auto parts and entered into cooperative agreements with the following vendors:

1. Advance Auto Parts (through Omnia Partners)
2. O'Reilly Auto Parts (through BuyBoard)
3. Napa – Genuine Parts Company (through North Texas Share)

Staff is utilizing the cooperatives to purchase various auto parts for fleet maintenance. Based on the volume of purchases, staff anticipates spending approximately $300,000 with these three (3) cooperatives in FY 2020. Total expenditures will not exceed $300,000 between the three vendors.

Financial Impact

The expenditures will be paid from the current operating budget.

Recommendation

Staff recommends approval of the $300,000 threshold between the three (3) cooperative agreements.

Exhibits

Exhibit 1 – Interlocal Agreement with BuyBoard
Exhibit 2 – Interlocal Agreement with North Texas Share
Exhibit 3 – Interlocal Agreement with Omnia Partners

Submitted By: _____
Sarah Martinez, CPPB Director of Procurement

Final Review: _____
Michelle Bloomer, VP of Operations

Approval: _____
Raymond Suarez, Chief Executive Officer

DENTON COUNTY TRANSPORTATION AUTHORITY
RESOLUTION NO. 22-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA) AUTHORIZING THE PARTICIPATION IN THE LOCAL GOVERNMENT PURCHASING COOPERATIVE (HEREINAFTER "COOPERATIVE"), A LOCAL GOVERNMENT PURCHASING COOPERATIVE PROGRAM CREATED BY LOCAL GOVERNMENTS IN ACCORDANCE WITH AND PURSUANT TO THE ACT AND SECTION 271.101, ET SEQ., OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE PRESIDENT OF THE DCTA TO EXECUTE AN INTELOCAL COOPERATION AGREEMENT WITH THE COOPERATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton County Transportation Authority (DCTA), (hereinafter "Cooperative Member") desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act ("Act"); and

WHEREAS, Denton County Transportation Authority (DCTA), has elected to be a Cooperative Member in the The Local Government Purchasing Cooperative (hereinafter "Cooperative"), a local government purchasing cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, *et seq*., of the Texas Local Government Code; and

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Member desires to participate and join with other local governments in an Interlocal Participation Agreement ("Agreement") for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY THAT:

SECTION 1. The Board of Directors of the DCTA requests that the Cooperative include its stated needs for all categories, including but not limited to, instructional, maintenance, custodial, and food service goods and services, in the Cooperative's purchasing program and select vendors for those items, whereby the Cooperative Members may be allowed to purchase those items from the Cooperative's contracts; and that Cooperative is authorized to sign and deliver necessary requests and other documents in connection therewith for and on behalf of the Cooperative Members that have elected to participate.

SECTION 2. The DCTA Board of Directors authorizes its Board President, Vice President and Purchasing to execute an Interlocal Participation Agreement with the Cooperative which includes the adoption and approval of the Organizational Interlocal Agreement previously executed and adopted by two or more units of local governments.

SECTION 3. The execution of this Resolution shall evidence the election of the DCTA and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The Board of Directors has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who are hereby granted the power to exercise the same.

SECTION 4. The President of DCTA is hereby authorized to execute the Interlocal Participation Agreement with the Cooperative for the purposes of cooperative purchasing of goods, materials and supplies.

SECTION 5. This Resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY THE 18th DAY OF December, 2008.

Dorothy Palumbo, Secretary

Charles Emery, Chairman

Approved as to Form:

FOR Peter G. Smith
DCTA General Counsel

The Local Government Purchasing Cooperative

INTER-LOCAL PARTICIPATION AGREEMENT

This Inter-local Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Inter-local Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a purchasing cooperative; and

WHEREAS, the Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1 **Adopt Organizational Inter-local Cooperation Agreement**. The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Inter-local Agreement dated January 26, 1998, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Inter-local Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Inter-local Agreement.

2 **Term**. The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing 60 days notice, then this Agreement will be deemed an Amendment by Notice,

which will be effective on the 61st day that the Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

3. **Termination.**

(a) **By the Cooperative Member**. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to the Cooperative and any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues paid nor a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.**

(a) The Cooperative Member agrees to pay membership fees as may be required by the Cooperative. The Cooperative will provide the Cooperative Member with 60 days prior written notice of any change in the membership fee before such fee becomes effective. Membership fees are payable by Cooperative Member within 30 days of receipt of an invoice from the Cooperative or its designee, unless otherwise provided by law. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, *et seq*., Texas Government Code, shall begin to accrue daily on the 46th day following the due date and continue to accrue until the membership fees and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.

(b) In addition to membership fees, the Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of

the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

5 **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Trustees. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6 **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Trustees, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Trustees. Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7 **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8 **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc. and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of the BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. Cooperative Member will use the BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.

8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.

10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following: a) It meets the definition of "Local Government" or "State Agency" under the Inter-local Cooperation Act ("Act"), Chapter 791 of the Texas Government Code. b) The functions and services to be performed under the Agreement will be limited to "Administrative Functions" as defined in the Act, which includes purchasing. c) It possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body. d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law. e) All requirements—local or state–for a third party to approve, record or authorize the Agreement have been met.

11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC., TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

(a) Neither party waives any immunity from liability afforded under law;

(b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;

(c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's membership fee and purchase activity, within 24 months of when the lawsuit or action was filed; and

(d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's servicing contractor, endorsers and sponsors (including,

but not limited to, the Texas Association of School Boards, Inc., Texas Association of Counties, Texas Municipal League, and educational service centers) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's membership fee and purchase activity, within 24 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Inter-local Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the BuyBoard Administrator, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).

16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE COOPERATIVE:

The LOCAL GOVERNMENT PURCHASING COOPERATIVE, as
acting on behalf of all other Cooperative Members

By: _____ Date: _____
James B. Crow, Secretary

TO BE COMPLETED BY COOPERATIVE MEMBER:
[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

__Denton County Transportation Authority_____
(Name of Local Government)

By: _____ Date: 1/13/09
Signature of authorized representative of Cooperative Member

_John O. Hedrick, President_____
Printed name and title of authorized representative

Coordinator for the
Cooperative Member is:

___Sharon Sneed_____
Name
__1660 S. Stemmons Frwy., Ste. 250_____
Mailing Address
___Lewisville_____
City
Texas, ____75067_____
(zip)
___972-221-4600___972-316-6092 direct_____
Telephone
___972-221-4601_____
Fax
___ssneed@dcta.net_____
Email

North Texas SHARE
Your Public Sector Solutions Center

For NCTCOG Use Only
ILA No: 2016-02-NCT

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT ("ILA"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and Denton County Transportation Authority, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "Participant," having its principal place of business at 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this Agreement on May 26, 2016 (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purchase of certain products and services ("Products" or "Services") through the **North Texas SHARE** program. Participant will access the Program through **www.NorthTexasSHARE.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of North Texas SHARE. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant's solicitation documents. Title to all products purchased under the North Texas SHARE program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant from purchasing Products and/or Services offered in the North Texas SHARE program directly from the vendor/supplier.

North Texas SHARE
Your Public Sector Solutions Center

For NCTCOG Use Only

ILA No: 2016-02-NCT

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability to the Participant for any goods or services Participant purchases through the North Texas SHARE program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the North Texas SHARE program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.

b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

North Texas SHARE
Your Public Sector Solutions Center

For NCTCOG Use Only

ILA No: 2016-02-NCT

d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

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

Monte Mercer
NCTCOG Executive Director or Designee

Signature of Executive Director or Designee

June 2, 2016
Date

Denton County Transportation Authority
Name of Participant Agency

PO Box 96
Mailing Address

Lewisville, TX 75067
City State Zip

James C. Cline, Jr., P.E., President
Name and Title of Authorized Official or Designee

Signature

1 June 2016
Date

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on a OMNIA Partners Party website (such as www.omniapartners.com/publicsector or www.nationalipa.org or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing

or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY d/b/a OMNIA Partners Public Sector
	Sarah Vavra
Authorized Signature	Signature
Name	Sarah Vavra Name
Title and Agency Name	Sr. Vice President, Public Sector Contracting Title
Date	Date

Board of Directors Memo

January 23, 2020

SUBJECT: Consider Award of Landscape and Maintenance Service Contract

Background

On October 11, 2019, a request for bids was released for the purchase of landscape and maintenance services to be provided at the Bus Operations and Maintenance Facility (Denton), Downtown Denton Transit Center, MedPark rail station (Denton), Highland Village/Lewisville Lake rail station, Old Town rail station (Lewisville), and Hebron rail station (Lewisville). A total of 5,802 email notices were sent to potential bidders. Six (6) bids were received.

1. AquaGreen Global, LLC.
2. American Landscape Systems
3. Division 3x
4. Lakehill Environmental, Inc.
5. Xtreme Landscape Systems
6. Yellowstone Landscape

Identified Need

DCTA owns and maintains five (5) rail stations and the bus operations and maintenance facility. In order to maintain the facility grounds, landscape and maintenance services are required.

Financial Impact

The contract to be awarded is for an initial term commencing February 1, 2020 through September 30, 2022, with two (2) additional one-year option periods. The anticipated expenses for FY 2020 is $81,913.53. Annual expenses beginning in FY 2021 will be $119,271, for a total expenditure of $558,994.77 (if option periods are exercised). Funding for this agreement is available within the FY 2020 operating budget. Expenses for future fiscal years will be included in the annual budget.

Recommendation

Staff is recommending award to Lakehill Environmental, Inc. and requests authorization for the CEO to execute a contract for the initial term.

Exhibits

Exhibit 1 – Bid Tabulation
Exhibit 2 – Request for Bid Package
Exhibit 3 – Lakehill Environmental, Inc.'s Bid

Submitted By: _____
Sarah Martinez, CPPB Director of Procurement

Final Review: _____
Michelle Bloomer, VP of Operations

Approval: _____
Raymond Suarez, CEO

	TERM 1						TERM 2				
HEBRON STATION	*Yellowstone*	*Aqua Green Global*	*American Landscape Systems*	*Xtreme LandSystems*	*Division 3X*	*Lakehill Environmental*	*Yellowstone*	*Aqua Green Global*	*American Landscape Systems*	*Xtreme LandSystems*	*Division 3X*
Monthly Maintenace Total	$ 14,467.20	$ 33,181.62	$ 26,446.18	$ 19,440.00	$ 16,000.00	$ 8,105.76	$ 22,348.80	$ 50,270.16	$ 39,669.26	$ 21,160.00	$ 24,000.00
Deicing Amount	$ 1,650.00	$ 4,216.26	$ 1,500.00	$ 200.00	$ 6,000.00	$ 480.00	$ 1,701.00	$ 4,258.42	$ 1,500.00	$ 200.00	$ 6,000.00
Number of Deicing Events	3	3	3	3	3	3	3	3	3	3	3
Deicing Total	$ 4,950.00	$ 12,648.78	$ 4,500.00	$ 600.00	$ 18,000.00	$ 1,440.00	$ 5,103.00	$ 12,775.26	$ 4,500.00	$ 600.00	$ 18,000.00
OLD TOWN											
Monthly Maintenace Total	$ 19,152.00	$ 30,977.72	$ 36,503.62	$ 17,920.00	$ 14,400.00	$ 16,835.04	$ 29,592.00	$ 46,931.25	$ 54,755.42	$ 26,880.00	$ 21,600.00
Deicing Amount	$ 4,500.00	$ 4,269.42	$ 2,325.00	$ 200.00	$ 6,000.00	$ 480.00	$ 4,635.00	$ 4,312.11	$ 2,325.00	$ 200.00	$ 6,000.00
Number of Deicing Events	3	3	3	3	3	3	3	3	3	3	3
Deicing Total	$ 13,500.00	$ 12,808.26	$ 6,975.00	$ 600.00	$ 18,000.00	$ 1,440.00	$ 13,905.00	$ 12,936.33	$ 6,975.00	$ 600.00	$ 18,000.00
HIGHLAND VILLAGE/LEWISVILLE LAKE											
Monthly Maintenace Total	$ 13,238.40	$ 27,201.13	$ 19,075.20	$ 12,800.00	$ 16,000.00	$ 15,712.70	$ 20,462.40	$ 41,209.71	$ 28,612.80	$ 19,200.00	$ 24,000.00
Deicing Amount	$ 1,290.00	$ 4,534.83	$ 1,500.00	$ 200.00	$ 6,000.00	$ 480.00	$ 1,329.00	$ 4,580.18	$ 1,500.00	$ 200.00	$ 6,000.00
Number of Deicing Events	3	3	3	3	3	3	3	3	3	3	3
Deicing Total	$ 3,870.00	$ 13,604.49	$ 4,500.00	$ 600.00	$ 18,000.00	$ 1,440.00	$ 3,987.00	$ 13,740.54	$ 4,500.00	$ 600.00	$ 18,000.00
MEDPARK											
Monthly Maintenace Total	$ 20,572.28	$ 42,630.58	$ 39,956.83	$ 29,200.00	$ 14,400.00	$ 19,640.83	$ 31,780.80	$ 64,585.32	$ 27,531.65	$ 43,800.00	$ 21,600.00
Deicing Amount	$ 3,000.00	$ 11,665.77	$ 2,550.00	$ 200.00	$ 6,000.00	$ 480.00	$ 3,090.00	$ 11,782.43	$ 2,550.00	$ 200.00	$ 6,000.00
Number of Deicing Events	3	3	3	3	3	3	3	3	3	3	3
Deicing Total	$ 9,000.00	$ 34,997.31	$ 7,650.00	$ 600.00	$ 18,000.00	$ 1,440.00	$ 9,270.00	$ 35,347.29	$ 7,650.00	$ 600.00	$ 18,000.00
DDTC											
Monthly Maintenace Total	$ 6,192.00	$ 15,771.62	$ 18,354.43	$ 2,880.00	$ 14,400.00	$ 6,739.20	$ 9,561.60	$ 23,894.01	$ 36,343.15	$ 4,320.00	$ 21,600.00
Deicing Amount	$ 3,240.00	$ 1,398.09	$ 1,500.00	$ 200.00		$ 480.00	$ 3,336.00	$ 1,412.07	$ 1,500.00	$ 200.00	$ 6,000.00
Number of Deicing Events	3	3	3	3	3	3	3	3	3	3	3
Deicing Total	$ 9,720.00	$ 4,194.27	$ 4,500.00	$ 600.00	$ -	$ 1,440.00	$ 10,008.00	$ 4,236.21	$ 4,500.00	$ 600.00	$ 18,000.00
BUS O&M											
Monthly Maintenace Total	$ 21,206.40	$ 37,733.53	$ 24,228.77	$ 14,400.00	$ 40,000.00	$ 7,680.00	$ 32,760.00	$ 57,166.30		$ 21,600.00	$ 60,000.00
All Reg. Monthly Maint.	**$ 94,828.28**	**$ 187,496.20**	**$ 164,565.03**	**$ 96,640.00**	**$ 115,200.00**	**$ 74,713.53**	**$ 146,505.60**	**$ 284,056.75**	**$ 186,912.28**	**$ 136,960.00**	**$ 172,800.00**
Deicing Total	**$ 41,040.00**	**$ 78,253.11**	**$ 28,125.00**	**$ 3,000.00**	**$ 72,000.00**	**$ 7,200.00**	**$ 42,273.00**	**$ 79,035.63**	**$ 28,125.00**	**$ 3,000.00**	**$ 90,000.00**
TOTAL	**$ 135,868.28**	**$ 265,749.31**	**$ 192,690.03**	**$ 99,640.00**	**$ 187,200.00**	**$ 81,913.53**	**$ 188,778.60**	**$ 363,092.38**	**$ 215,037.28**	**$ 139,960.00**	**$ 262,800.00**

	Term 1	Term 2	Term 3	Option 1	Option 2	Total 3 yrs + 2 Option
Yellowstone Total	$ 135,868.28	$ 188,778.60	$ 231,625.20	$ 200,275.20	$ 160,070.40	$ 916,617.68
Aqua Green Global	$ 265,749.31	$ 363,092.38	$ 370,354.24	$ 381,464.90	$ 396,723.42	$ 1,777,384.25
American Landscape Systems	$ 192,690.03	$ 215,037.28	$ 274,972.53	$ 274,972.53	$ 274,972.53	$ 1,232,644.90
Xtreme LandSystems	$ 99,640.00	$ 139,960.00	$ 139,960.00	$ 147,960.00	$ 147,960.00	$ 675,480.00
Division 3X	$ 187,200.00	$ 262,800.00	$ 266,256.00	$ 269,761.12	$ 269,761.12	$ 1,255,778.24
Lakehill Environmental	$ 81,913.53	$ 119,270.31	$ 119,270.31	$ 119,270.31	$ 119,270.31	$ 558,994.77

	TERM 3						OPTION 1					
Lakehill Environmental	*Yellowstone*	*Aqua Green Global*	*American Landscape Systems*	*Xtreme LandSystems*	*Division 3X*	*Lakehill Environmental*	*Yellowstone*	*Aqua Green Global*	*American Landscape Systems*	*Xtreme LandSystems*	*Division 3X*	*Lakehill Environmental*
$ 12,158.64	$ 23,011.20	$ 51,275.56	$ 39,669.26	$ 21,160.00	$ 24,480.00	$ 12,158.64	$ 23,702.40	$ 52,813.83	$ 39,669.26	$ 29,160.00	$ 24,949.60	$ 12,158.64
$ 480.00	$ 1,752.00	$ 4,343.59	$ 1,500.00	$ 200.00	$ 6,000.00	$ 480.00	$ 1,806.00	$ 4,473.90	$ 1,500.00	$ 200.00	$ 6,000.00	$ 480.00
3	3	3	3	3	3	3	3	3	3	3	3	3
$ 1,440.00	$ 5,256.00	$ 13,030.77	$ 4,500.00	$ 600.00	$ 18,000.00	$ 1,440.00	$ 5,418.00	$ 13,421.70	$ 4,500.00	$ 600.00	$ 18,000.00	$ 1,440.00
$ 25,252.56	$ 30,470.40	$ 47,869.87	$ 54,755.42	$ 26,880.00	$ 22,032.00	$ 25,252.56	$ 31,392.00	$ 49,305.97	$ 54,755.42	$ 26,880.00	$ 22,472.64	$ 25,252.56
$ 480.00	$ 4,773.00	$ 4,398.36	$ 2,325.00	$ 200.00	$ 6,000.00	$ 480.00	$ 4,917.00	$ 4,530.31	$ 2,325.00	$ 200.00	$ 6,000.00	$ 480.00
3	3	3	3	3	3	3	3	3	3	3	3	3
$ 1,440.00	$ 14,319.00	$ 13,195.08	$ 6,975.00	$ 600.00	$ 18,000.00	$ 1,440.00	$ 14,751.00	$ 13,590.93	$ 6,975.00	$ 600.00	$ 18,000.00	$ 1,440.00
$ 23,569.06	$ 21,067.20	$ 42,033.90	$ 28,612.80	$ 19,200.00	$ 24,480.00	$ 23,569.06	$ 21,700.80	$ 43,294.92	$ 28,612.80	$ 19,200.00	$ 24,969.60	$ 23,569.06
$ 480.00	$ 1,368.00	$ 4,671.78	$ 1,500.00	$ 200.00	$ 6,000.00	$ 480.00	$ 1,410.00	$ 4,811.94	$ 1,500.00	$ 200.00	$ 6,000.00	$ 480.00
3	3	3	3	3	3	3	3	3	3	3	3	3
$ 1,440.00	$ 4,104.00	$ 14,015.34	$ 4,500.00	$ 600.00	$ 18,000.00	$ 1,440.00	$ 4,230.00	$ 14,435.82	$ 4,500.00	$ 600.00	$ 18,000.00	$ 1,440.00
$ 29,461.25	$ 69,945.60	$ 65,877.03	$ 59,935.25	$ 43,800.00	$ 22,032.00	$ 29,461.25	$ 33,724.80	$ 67,853.34	$ 59,935.25	$ 43,800.00	$ 22,472.64	$ 29,461.25
$ 480.00	$ 3,183.00	$ 12,018.08	$ 2,550.00	$ 200.00	$ 6,000.00	$ 480.00	$ 3,279.00	$ 12,378.62	$ 2,550.00	$ 200.00	$ 6,000.00	$ 480.00
3	3	3	3	3	3	3	3	3	3	3	3	3
$ 1,440.00	$ 9,549.00	$ 36,054.24	$ 7,650.00	$ 600.00	$ 18,000.00	$ 1,440.00	$ 9,837.00	$ 37,135.86	$ 7,650.00	$ 600.00	$ 18,000.00	$ 1,440.00
$ 10,108.80	$ 9,849.60	$ 24,371.89	$ 27,531.65	$ 4,320.00	$ 22,032.00	$ 10,108.80	$ 10,137.60	$ 25,103.05	$ 27,531.65	$ 4,320.00	$ 22,472.64	$ 10,108.80
$ 480.00	$ 3,438.00	$ 1,440.31	$ 1,500.00	$ 200.00	$ 6,000.00	$ 480.00	$ 3,540.00	$ 1,483.52	$ 1,500.00	$ 200.00	$ 6,000.00	$ 480.00
3	3	3	3	3	3	3	3	3	3	3	3	3
$ 1,440.00	$ 10,314.00	$ 4,320.93	$ 4,500.00	$ 600.00	$ 18,000.00	$ 1,440.00	$ 10,620.00	$ 4,450.56	$ 4,500.00	$ 600.00	$ 18,000.00	$ 1,440.00
$ 11,520.00	$ 33,739.20	$ 58,309.63	$ 36,343.15	$ 21,600.00	$ 61,200.00	$ 11,520.00	$ 34,761.60	$ 60,058.92	$ 36,343.15	$ 21,600.00	$ 62,424.00	$ 11,520.00
$ 112,070.31	**$ 188,083.20**	**$ 289,737.88**	**$ 246,847.53**	**$ 136,960.00**	**$ 176,256.00**	**$ 112,070.31**	**$ 155,419.20**	**$ 298,430.03**	**$ 246,847.53**	**$ 144,960.00**	**$ 179,761.12**	**$ 112,070.31**
$ 7,200.00	**$ 43,542.00**	**$ 80,616.36**	**$ 28,125.00**	**$ 3,000.00**	**$ 90,000.00**	**$ 7,200.00**	**$ 44,856.00**	**$ 83,034.87**	**$ 28,125.00**	**$ 3,000.00**	**$ 90,000.00**	**$ 7,200.00**
$ 119,270.31	**$ 231,625.20**	**$ 370,354.24**	**$ 274,972.53**	**$ 139,960.00**	**$ 266,256.00**	**$ 119,270.31**	**$ 200,275.20**	**$ 381,464.90**	**$ 274,972.53**	**$ 147,960.00**	**$ 269,761.12**	**$ 119,270.31**

OPTION 2					
Yellowstone	*Aqua Green Global*	*American Landscape Systems*	*Xtreme LandSystems*	*Division 3X*	*Lakehill Environmental*
$ 24,422.40	$ 54,926.38	$ 39,669.26	$ 29,160.00	$ 25,468.99	$ 12,158.64
$ -	$ 4,652.85	$ 1,500.00	$ 200.00	$ 6,000.00	$ 480.00
3	3	3	3	3	3
$ -	$ 13,958.55	$ 4,500.00	$ 600.00	$ 18,000.00	$ 1,440.00
$ 32,328.00	$ 51,278.20	$ 54,755.42	$ 26,880.00	$ 22,922.09	$ 25,252.56
$ -	$ 4,711.52	$ 2,325.00	$ 200.00	$ 6,000.00	$ 480.00
3	3	3	3	3	3
$ -	$ 14,134.56	$ 6,975.00	$ 600.00	$ 18,000.00	$ 1,440.00
$ 22,348.80	$ 45,026.72	$ 28,612.80	$ 19,200.00	$ 25,468.99	$ 23,569.06
$ -	$ 5,004.41	$ 1,500.00	$ 200.00	$ 6,000.00	$ 480.00
3	3	3	3	3	3
$ -	$ 15,013.23	$ 4,500.00	$ 600.00	$ 18,000.00	$ 1,440.00
$ 34,732.80	$ 70,567.47	$ 59,935.25	$ 43,800.00	$ 22,922.09	$ 29,461.25
$ -	$ 12,873.76	$ 2,550.00	$ 200.00	$ 6,000.00	$ 480.00
3	3	3	3	3	3
$ -	$ 38,621.28	$ 7,650.00	$ 600.00	$ 18,000.00	$ 1,440.00
$ 10,440.00	$ 26,107.17	$ 27,531.65	$ 4,320.00	$ 22,922.09	$ 10,108.80
$ -	$ 1,542.86	$ 1,500.00	$ 200.00	$ 6,000.00	$ 480.00
3	3	3	3	3	3
$ -	$ 4,628.58	$ 4,500.00	$ 600.00	$ 18,000.00	$ 1,440.00
$ 35,798.40	$ 62,461.28	$ 36,343.15	$ 21,600.00	$ 63,672.48	$ 11,520.00
$ 160,070.40	**$ 310,367.22**	**$ 246,847.53**	**$ 144,960.00**	**$ 183,376.73**	**$ 112,070.31**
$ -	**$ 86,356.20**	**$ 28,125.00**	**$ 3,000.00**	**$ 90,000.00**	**$ 7,200.00**
$ 160,070.40	**$ 396,723.42**	**$ 274,972.53**	**$ 147,960.00**	**$ 273,376.73**	**$ 119,270.31**

Solicitation 20-01

Landscape and Maintenance Services

Bid Designation: Public

Denton County Transportation Authority

Bid 20-01
Landscape and Maintenance Services

Bid Number	20-01
Bid Title	Landscape and Maintenance Services
Expected Expenditure	**$500,000.00** (This price is expected - not guaranteed)
Bid Start Date	Oct 11, 2019 8:34:23 AM CDT
Bid End Date	Nov 21, 2019 2:00:00 PM CST
Question & Answer End Date	Nov 12, 2019 5:00:00 PM CST
Bid Contact	Sarah Martinez Director of Procurement Finance smartinez@dcta.net
Pre-Bid Conference	**Nov 6, 2019 2:00:00 PM CST** **Attendance is optional** **Location: DCTA** **1955 Lakeway** **Suite 260** **Lewisville, Tx 75057**

Description

Furnish all work and materials, appliances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing all monitoring, adjustment and minor repair of sprinkler irrigation system, cleaning of drip irrigation filters and checking pipe, irrigation scheduling and monitoring, inspection and removal of sediment/cleaning out of drainage/subdrainage lines, weeding of mulched beds, applying mulch and compost to planter beds, pruning of trees, pruning of shrubs, select pruning of groundcover, cutting back of ornamental grasses, dead-heading perennials, removal of dried yucca bloom stalks and dried lower foliage, applications of organic fertilizers or soil building product, organic insecticides, and organic herbicides, sweeping of aggregates, cleaning of the concrete pavers, slow weaning of trees from high water applications to make them more drought tolerant, general site clean-up, removal of trash and products of maintenance, snow and ice removal/deicing, hardscape cleaning/maintenance, building exterior integrative pest management (IPM), submittal to Owner of photographs and maintenance schedule, as shown on drawings and/or specified herein.

SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION No./TYPE	20-01 Request for Bids
TITLE	Landscape and Maintenance Services

PROCUREMENT SCHEDULE Dates and times are subject to change, any changes will be issued by addenda.

PRE BID/PROPOSAL MEETING DATE	November 6, 2019 at 2:00 PM CST	PRE BID/PROPOSAL MEETING LOCATION	1955 Lakeway Drive, Suite 260, Lewisville, TX 75057
QUESTIONS DUE	November 12, 2019 at 5:00 PM CST	RESPONSES TO QUESTIONS RELEASED	November 15, 2019 by 5:00 PM CST
DUE DATE/TIME	**November 21, 2019 at 2:00 PM CST**		

QUESTIONS/ CLARIFICATIONS

All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses

ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO

Sarah Martinez
procurement@dcta.net
or submitted via BidSync at www.bidsync.com

RECEIPT OF BID/PROPOSAL

Prior to the time and date indicated above, all proposal packages must be hand delivered or mailed to Procurement at:

DCTA
1955 Lakeway Drive, Suite 260
ATTN: Sarah Martinez
SOLICITATION #20-01
Lewisville, Texas 75057

Proposal packages received after the due time and date shall not be considered and will be returned unopened. All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.

DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.

ACCEPTANCE PERIOD **PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE**

DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM

It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at www.dcta.net

DBE GOAL **☐yes ☒no DBE goal 0%**

DAVIS-BACON AND COPELAND ANTI-KICKBACK

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5).The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).

CERTIFIED PAYROLL **☐yes ☒no Wage Rate**

BID/PROPOSAL ENDORSEMENT **TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY**

BUSINESS NAME			
CONTACT NAME		TITLE	
TELEPHONE		EMAIL	
ADDRESS			
SIGNATURE		**DATE**	

SCOPE OF WORK, TERMS AND CONDITIONS

1. CONTRACT

Submission of a bid constitutes an offer to perform the work specified and to be bound by the terms contained or referenced herein. Upon acceptance of the offer, and upon award of the Contract to the successful offeror (if any), this procurement solicitation document (entitled "Request for Bid") together with the completed and executed forms required herein, and all attachments hereto, together with the contract shall collectively constitute the Contract documents.

2. CONTRACT TERM

The initial term of the contract shall commence on January 1, 2020, through and including September 30, 2023. The contract will automatically renew each year unless either party provides a written notice sixty (60) days prior to the renewal date of their intent not to renew.

3. MINIMUM QUALIFICATIONS

a) The contractor shall have a minimum of two (2) years successful experience in the practice of landscape maintenance and integrative pest management on projects of equivalent scale and scope.
b) Provide a minimum of three references (contact name and phone number) to DCTA of successfully maintained projects similar in design, materials and maintenance requirements. Provide acreage size of each project and type of organic maintenance products and practices used.
c) The contractor shall be able to train Owner's personnel in the materials, application and procedures for maintenance based on the requirements of this project scope.
d) The Contractor must provide staff licensed by the Texas Structural Pest Control Board and/or Texas Department of Agriculture. A copy of the license and list of the license numbers shall be submitted to DCTA.

4. SCOPE OF SERVICES

A. Furnish all work and materials, appliances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing all monitoring, adjustment and minor repair of sprinkler irrigation system, cleaning of drip irrigation filters and checking pipe, irrigation scheduling and monitoring, inspection and removal of sediment/cleaning out of drainage/subdrainage lines, weeding of mulched beds, applying mulch and compost to planter beds, pruning of trees, pruning of shrubs, select pruning of groundcover, cutting back of ornamental grasses, dead-heading perennials, removal of dried yucca bloom stalks and dried lower foliage, applications of organic fertilizers or soil building product, organic insecticides, and organic herbicides, sweeping of aggregates, cleaning of the concrete pavers, slow weaning of trees from high water applications to make them more drought tolerant, general site clean-up, removal of trash and products of maintenance, snow and ice removal/deicing, hardscape cleaning/maintenance, building exterior integrative pest management (IPM), submittal to Owner of photographs and maintenance schedule, as shown on drawings and/or specified herein.

B. Terms: When the term "Contractor" is used in this section, it shall refer to the Landscape Maintenance Contractor. When the term “Owner” is used in this section, it shall refer to Denton County Transit Authority (also known as DCTA).

4.01 PROJECT LIMITS OF WORK

A. The Contractor shall provide regular, specified maintenance within the property lines at the following DCTA sites:

1. Bus Operations & Maintenance Facility
   1101 Teasley Lane
   Denton, TX 76205

2. Downtown Denton Transit Center
   604 E. Hickory Street
   Denton, TX 76205

3. MedPark Station
   3220 MedPark Drive
   Denton, TX 76208

4. Highland Village/Lewisville Lake Station
   2998 N. Stemmons Freeway
   Lewisville, TX 75077

5. Old Town Station
   617 E. Main Street
   Lewisville, TX 75057

6. Hebron Station
   952 Lakeside Circle
   Lewisville, TX 75057

The Contractor shall visit each site to the scope and extent of work. The Contractor shall notify the Owner of any discrepancies or modifications to the specified maintenance prior to submitting a bid.

C. As directed mowing and weed trimming at bus stops and shelters in Denton & Lewisville TX. Dimensions are assumed to be ten (10) feet by ten (10) feet. RELATED DOCUMENTS
Refer to the following documents for repair and new work related to:

32 84 00 Landscape Irrigation System
32 92 00 Seeding and Sodding
32 93 00 Landscaping

4.02 REQUIREMENTS OF REGULATORY AGENCIES

Perform work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work and provide for all permits required by local authorities.

4.03 CONTRACTOR RESPONSIBILITIES

1. Maintenance of project sites for all items shall be per the Section 5.00. Frequency of maintenance for most tasks are shown in Appendix A at the end of this section.

2. Sprinkler Irrigation System: The Contractor's maintenance of the sprinkler irrigation system shall consist of monitoring and adjustment of the duration and frequency of the watering schedule to reduce amount distributed, adjustment of heads for coverage and elevation, repair of leaks in both mains and lateral lines and all other work required to establish a complete working sprinkler irrigation system.

3. Drip Irrigation System: The Contractor's maintenance of the drip irrigation system shall consist of maintenance per manufacturer's instructions and as addressed in Section 5.14.

4. Trees: The Contractor's maintenance of trees shall consist of watering, cultivating, weeding, mulching, re-staking, resetting plants to proper grades or upright position, pruning any dead or diseased wood, pruning any rangy growth, restoration of the planting saucer, and furnishing and applying sprays and invigorants as specified and additional as necessary to keep the plantings free of insects and disease and in thriving condition.

5. Shrubs, Perennials, Groundcover and Ornamental Grasses: The Contractor's maintenance of shrubs, perennials, groundcovers and ornamental grasses shall consist of watering, weeding, dead-heading, cutting back ornamental grasses, pruning, fertilizing or soil building, pre-emergent, post-emergent, insecticide and fungicide applications, and topdress mulching.

6. Turf Grasses/Native Grasses: The Contractor's maintenance of Bermuda grass and native grass mixes shall consist of watering, periodic mowing, fertilizing or soil building, pre-emergent/post-emergent, edging, and insecticide/fungicide applications.

7. Aggregate Beds: The Contractor's maintenance of these beds shall include removal of vegetation, weeding, blowing out debris, leveling and replacing aggregates to maintain an even appearance to the surface.

8. Drainage Structures Inspection and Cleaning as required per guidelines set forth in these documents.

9. Paving: surface and joint maintenance and cleaning for concrete pavements and interlocking concrete pavements.

10. Snow Removal/Deicing as directed during cold weather with materials per guidelines set forth in these documents.

11. Building Exterior Integrative Pest Management as required with guidelines set forth in these documents.

12. Empty trash cans at bus shelters within rail stations. Replace trash bags as needed.

13. Graffiti removal: Provide timely removal of graffiti.

The Contact person for DCTA for all submittals and emergencies is: Alex McGlinchey, Senior Manager of Rail Operations, (Phone: 972-966-5104 and Email: amcglinchey@dcta.net).

4.04 MONTHLY SITE VISIT REPORT SUBMITTAL - Documentation required for Payment

a) The Contractor is responsible for documenting all phases of maintenance with site visit reports and date stamped photographs taken at each site throughout the contract term.
b) The site visit report and photo documents shall be submitted for each type of action regarding maintenance per Appendix A to show proof of maintenance action and for submittal to Owner at time of pay applications. Photos shall be submitted in an electronic Doc, Docx or PDF format, sent via email.
c) An overall site plan image (as provided by the Owner) will accompany each monthly submittal with the ten (10) recorded locations marked for Owner site confirmation of work items. Additional locations may be marked or noted for items of special interest or warranty work replacement. The Site visit report shall include a listing of tasks completed and products used including product name, manufacturer's product information, and quantity applied.
d) If requested by the Owner, the Contractor shall produce invoices for products used by the Contractor during the maintenance period.
e) This submittal provides proof of work for DCTA records for the project and will help document issues on the site for replacement requirements for items under warranty, items that have been vandalized, or items that need DCTA attention such as damages to the site by others.
f) The site visit report and photo documentation shall be submitted to show each month with each monthly payment request.

4.05 WARRANTIES AND REPLACEMENTS:
New seeding, sodding and tree planting requested by the Owner shall follow requirements of Sections 32 92 00 and 32 93 00. Irrigation repair and new irrigation installation shall follow requirements of Section 32 84 00.

4.06 MAINTENANCE INSTRUCTIONS:
At the completion of one (1) year of work, furnish two (2) copies of written maintenance instructions to Owner for reduced watering recommendations for the plantings.

4.07 INTENT:
a) Quality. These specifications define the minimum level of service and frequency deemed acceptable for landscape maintenance of DCTA property. It is intended that any provider of such services will schedule operations to meet or exceed these levels. The levels of maintenance

described herein are not all-inclusive and are intended to provide direction for the Contractor to arrange for quality fixed property maintenance with the intent to avoid the deferral of maintenance. The Contractor shall be responsible for all routine, preventative, predictive, and failure landscape maintenance associated with the service property.

b) It is DCTA's objective to maintain landscaping at all locations in a healthy and growing condition, as is appropriate to the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within 90 days.

c) Landscaping must be maintained to provide for the safety of the general public, providing unobstructed sight lines and minimizing any unlit areas.

4.08 SAFETY

a) The Contractor shall take all necessary safety precautions for the protection of its employees and the public, including, but not limited to, the use of signs, barricades, and traffic warning devices such as flashers and cones.

b) The Contractor shall, before any excavation, notify all utilities through Dig Tess (1-800-DIG-TESS), or other means, to prevent any damage to underground utilities.

4.09 SCHEDULING:

The Contractor will schedule work so as to minimize disruption to individuals utilizing DCTA facilities and disruption to DCTA services.

4.10 PRODUCTS

Chemicals are required to conform to EPA regulations.

Soil conditioner or fertilizer samples/product data is to be reported to Owner's Representative upon request. (all shrubs and trees)

Herbicides are required to conform to EPA regulations.

All ant control products are required to conform to EPA regulations.

4.11 TOPDRESSING/MULCH

a) Mulch for Planting Areas shall be certified by the Mulch and Soil Council (http:// http://www.mulchandsoilcouncil.org/).

b) Compost for Planting Areas: shall be certified by the Mulch and Soil Council (http:// http://www.mulchandsoilcouncil.org/).fully

4.12 WOUND PAINT: Should not be used unless no viable alternative is available.

4.13 MACHINERY AND EQUIPMENT: Machinery requirements listed under this Section are NOT intended to be restriction of specific manufacturers or models, unless so stated. Specific mention of the manufacturers in intended as a guide to illustrate the final product of the maintenance operations desired.

a) All equipment used shall be and maintained in top working condition at all times.
b) Pruning tools shall be maintained in safe, working condition. Cutting edges shall be sharp at all times.
c) Granular material spreaders shall be the cyclone type. The Contractor shall be responsible for any grade, plant material (trees, shrubs, etc.), or hardscape amenity damage caused by the spreader and the application process. Spreaders shall be in a safe working condition at all times.
d) Pesticide sprayers shall be of the hand-held or backpack type. The Contractor shall be responsible for any grade, plant material (trees, shrubs, etc.), or hardscape amenity damage caused by the sprayer and the application process. Sprayers shall be in a safe working condition at all times.
e) All carts, wheelbarrows, and similar wheeled conveyances used in or on any portion of the existing landscape or amenities shall be equipped with pneumatic tires.
f) Rakes shall be used for leveling of decomposed aggregate beds.
g) Brooms and blowers are preferable for maintenance of aggregate beds and pavements.
h) Gas-powered equipment shall be maintained in good working order.

4.14 SNOW AND ICE REMOVAL AS DIRECTED BY OWNER'S REPRESENTATIVE

a) Sanding is allowed to provide traction in conditions that warrant this application.
b) Pricing shall be included in the Deicing schedule.
c) EPA approved deicing chemicals.

4.15 HARDSCAPE MAINTENANCE shall be performed in a manner that minimizes the environmental impact of power equipment and cleaning chemicals.

a) Hardscape cleaning is primarily performed with power sweepers and manual tools to maintain the walkways, pavement, and other hardscapes.
b) Chemical use for hardscape maintenance shall be minimal and, when necessary, should be based on products or practices that conserve water and utilize low-impact cleaning products.
c) Interlocking Concrete Pavers: Power or steam washed one (1) time per year to remove stains or residue.

4.16 INTEGRATIVE PEST MANAGEMENT SYSTEM: Integrated methods that make use of monitoring and EPA approved preventative measures will be used to proactively manage and minimize pest issues. In the event that monitoring activities reveal a need for the use of pest controls, appropriate control options will be evaluated and EPA approved products will be employed.

a) Recordkeeping: required to demonstrate ongoing compliance with the IPM plan. All applications of pesticides shall be logged. The pesticide application log shall include the following information:
   i. Pesticide Application Date and Time
   ii. Application Manager

iii. Location
iv. Target Pest
v. Pesticide Trade Name
vi. Pesticide Active Ingredient
vii. EPA Registration Number
viii. Least-toxic status (Y/N)

b) Cleaning Practices: In the event that cleaning products are used as a component of IPM, they shall be EPA approved products.

CHEMICAL PREPARATION & HANDLING PRACTICES	
Choosing Chemicals	▪ Identify which pesticides and herbicides are being used and the exact problems they are intended to resolve. The more that is known about the problem, the less chance there is of making a mistake. The words organic, natural, and biodegradable in this context do not guarantee that they are safe.
Mixing Chemicals	▪ Accurate measurements must be made during both mixing and application phases. Use the most suitable chemical in the minimum necessary amount to achieve the desired results. ▪ Pesticide mixing shall be off site.
Health Precautions	▪ Operators must be provided with, and adequately trained on, the necessary equipment and protective clothing. ▪ Proper health surveillance must be available to those working with pesticides and herbicides. ▪ Neighbors and others in the area must be warned of the spraying program in advance of and during applications.
Chemical Transport	▪ Only the appropriate quantity of pesticide and herbicide must be removed from the pesticide store for immediate use. ▪ Do not transport chemicals in vehicles used for carrying people or food.

CHEMICAL APPLICATION PRACTICES	
User Qualifications	▪ In many instances, it may be necessary to call on outside experts to advise on pest management, particularly in the creation of customized integrated pest management problems, which may require detailed knowledge of the biology and ecology of a particular species. ▪ If pesticides are required, the IPM specialist shall communicate with DCTA to determine the best product and ensure proper application in accordance with approval requirements. ▪ The specialist must supervise and control the preparation and use of chemical applications.

Species Considerations	▪ Time the treatment to coincide with the presence of the pest. ▪ Use a selective chemical that has the least harmful effect on non-target species and treat only the area affected.
User Safety	▪ Users must wear protective clothing and headgear, change clothing, and wash thoroughly with soap and water after applying pest-control chemicals. ▪ Ensure that anyone handling toxic chemicals never works alone and that the work area is well-ventilated. ▪ Wear a respirator for outdoor spraying or dusting of organic phosphorus compounds. ▪ Eating, drinking, and smoking must be prohibited when using or handling chemicals. ▪ Users must be familiar with the bodily effects of the chemicals they are likely to be using, and how the chemicals may enter the body. ▪ Users must be aware of the signs and symptoms of acute poisoning related to chemicals they are using. They must stop work and seek medical advice if they are feeling ill.
Limited Access	▪ The area of application must be clearly marked, and unnecessary access prevented while spraying is in progress. ▪ Building occupants must be informed of any pest-control management systems. When application or spraying is in progress, they must be warned of this activity and kept away from the area in which it is taking place. ▪ Control the reentry of people into the treated area.
Equipment	▪ Equipment must be frequently checked and properly maintained, both for health and safety reasons and to minimize spray drift.
Weather/Time Restrictions	▪ Spraying must not be carried out in unsuitable weather. Anyone operating sprayers must have access to a wind-speed meter and only spray when the wind speed is negligible. ▪ Hours of work must be controlled so that building occupants are not exposed.
CHEMICAL DISPOSAL PRACTICES	
Conditions of Disposal	As most pesticides and herbicides are extremely toxic, proper disposal of unused chemicals is paramount to maintaining the health of building occupants and the safety of the environment. Disposal methods will depend on: ▪ Quantity of waste for disposal ▪ Chemical and biological degradability of the active ingredients ▪ Toxic properties ▪ Concentration ▪ Physical form of the waste ▪ Disposal options available
General Guidelines	▪ Always follow the manufacturer's and/or supplier's instructions even when disposing of empty containers. ▪ Landfilling or incinerating pesticides and herbicides is not an environmentally sound option.

Containers/ Labels	▪ Never transfer pesticides to unlabelled or mislabeled containers. Keep the chemicals in clearly labeled containers even when disposing of them. ▪ Do not reuse pesticide/herbicide containers. ▪ Puncture containers after they have been used to prevent reuse.
Authorization	▪ Use an authorized waste-disposal contractor. ▪ Use an authorized disposal site.

4.17 MAINTENANCE SCHEDULE

Refer to Appendix A for summary of landscape/irrigation/hardscape maintenance activities.

4.18 SOIL TEST

Provide a soil test per site that describes the chemical, mineral analysis and the content of microbial bacteria and fungi. Based on the soil test, prepare recommendations to increase the soil microbes.

4.19 LEWISVILLE STATIONS BACKFLOW VALVE ANNUAL INSPECTION/REPAIR

Perform annual inspection of City of Lewisville Stations irrigation and fire (if applicable) backflow valve inspection. Make necessary repairs as directed by inspection report. File inspection report with City of Lewisville and provide copy to DCTA.

City of Lewisville Stations are:

Hebron Station

Old Town Station

Highland Village/Lewisville Lake Station

5.00 EXECUTION

5.01 GROUNDS MAINTENANCE, GENERAL

A. Contractor shall remove all loose trash, litter, broken glass, or other material that may be stuck to the sidewalk as well as any other debris from the entire area around the service property, including landscaped areas, sidewalk areas, and any parking lots on a bi-weekly basis or as directed by Owner's Representative.

B. The Contractor shall ensure the Property is kept clean. Salvage and/or scrap material generated through routine maintenance of DCTA stations and parking lots shall be the property of the Contractor. Material that does not have resale value shall be disposed of by the Contractor in a manner which adheres to all local, state, and federal disposal rules and regulations.

C. Materials and equipment shall not be stocked at the site. NOTE: Care shall be taken not to damage parked cars or other property from water or Contractor's operations.

5.02 WATERING

A General:

1. Maintenance procedures should assess and assure the operation of the irrigation system. The irrigation system components (valves, nozzles and controller) should be inspected, cleaned, repaired and adjusted monthly.
2. Adjust the system's timing for water distribution in accordance with the general weather conditions. Improper watering procedures causing the decline of the permanent good health and appearance of

the plant material shall be replaced with the same piece of equal size and form at the cost of the Contractor.

3. Promptly repair any damage to the irrigation system caused by the maintenance operations, vandalism, excavation by other resulting in broken heads, risers, pipe or other similar damage; replace with the same part and manufacture.

B All planting areas should be watered as necessary to provide the proper moisture levels. Adjust watering practices to match water requirements of species in planting beds and allow for wind and sun exposure. Maintain uniform moisture in all planting areas during the winter months - particularly when a freeze is predicted.

C Avoid over- and under-watering and notify the owner immediately if drainage problems appear.

D. Adjust watering to reduce the amount currently applied to the sites and help plants acclimate to less water. It is the goal that watering be drastically reduced over one year. The goal is to decrease and eliminate weekly watering except during time of decreased rain fall or during July to September. The Contractor shall submit an anticipated yearly watering schedule prior to commencing work for Owner's Representative that projects the amount of water reduction.

5.03 FERTILIZATION, NUTRIENTS AND PRE-EMERGENT TREATMENTS: (all turf and planting areas)

E. Schedule:

1. February – fertilizer
2. June – fertilizer
3. September – fertilizer

F. Fertilize all shrubs, groundcover and perennial beds at recommended rates per manufacturer.

G. Apply fertilizer three times per year in February, June and September.

H. All newly planted plants or trees shall be fertilized with quick release products. Care should be taken to prevent direct contact of fertilizer with the roots.

5.04 TREES

I. Tree shall be continuously and routinely inspected for vertical alignment. Adjust the tree staking frames and check backfill against the root ball to keep trees plumb.

J. Any fire ant mounds around or on top of a tree root zone shall be treated immediately. Do not allow the mound to build on the tree trunk as this will cover the tree root flare and possibly cause injury or death.

K. Trees: DO NOT CUT BACK, TOP OFF, SHEAR OFF OR TIP BRANCHES OF ANY TREE INCLUDING CRAPEMYRTLE. Remove crepe myrtle seed heads by hand only if desired. Experienced pruning personnel shall carry out pruning.

L. Trees: Prune only as needed rather than on a regular schedule. Experienced pruning personnel shall carry out pruning.

1. Prune to encourage positive growth; remove crossing branches; and maintain the natural shape of each species. Remove sucker growth as needed. Prune to eliminate dead wood and diseased or damaged growth.
2. All cuts shall be flush and clean, leaving no stubs or tearing of bark.
3. Emergency or minor pruning shall be performed when needed. Provide remedial attention and repair to shrubs and trees as appropriate by season, or in response to incidental damage.
4. Raising branching height to an acceptable height as approved by the Owner's Authorized Representative.
5. Use no weed-eaters or edgers within fifteen (15) inches of any tree. Should the need for trimming be necessary near tree trunks, it shall be done so by hand trimming only.

M. If branches must be removed then, if possible, remove without disfiguring the natural shape of the tree. Wipe blade with alcohol or hydrogen peroxide between cuts. Do not leave branch stumps sticking out where someone could injure or poke eyes. Cut branches per arboricultural practices.

N. Damaged Trees: The Owner's Authorized Representative shall be notified of damaged plant materials resulting from mechanical injury or storm damage. The Contractor will be responsible to repairs or replacements on a plant material damaged during the warranty care period and shall be responsible for replacement of all trees and groundcovers destroyed for any reason. The Owner's Authorized Representative will determine the degree of damage.

5.05 LEAF REMOVAL

A. The Contractor shall use mulching mowers to reduce leaf haul off.

B. The Contractor will remove all leaves from under shrubs at least once every eight weeks.

5.06 LANDSCAPE BED MAINTENANCE, GENERAL

A. Remove paper and debris from all bed areas. Utilize EPA approved products to remove and control weed growth. All planter beds are to receive regular treatment to remove and control unwanted grasses and broadleaf weeds.

B. Adequate mulch is required for suitable weed control. Mulch shall be replaced annually or as directed by Owner’s Representative.

C. Shrubs, groundcovers, espaliered shrubs and vines are to be pruned according to recommended horticultural practices to maintain a clean, attractive appearance. Shrubbery will be pruned as needed to ensure the correct shape and natural growth habit for the area in which the shrubs are growing. Selected branches of low growing shrub or groundcover masses are to be tip pruned in order to maintain an even, overall height and to promote fullness.

D. Groundcover plantings will be pruned as required in order to restrain perimeter growth to within bed areas where adjacent to walks and curbs.

E. The Contractor will remove and dispose of all trimmings, animal fecal material, and debris offsite at the end of each day’s work in a manner which adheres to all local, state, and federal disposal rules and regulations.

F. The Contractor is expected to clean all walkways, roadways, or other areas dirtied by landscape maintenance operations. All debris should be removed and disposed offsite prior to completion of work in a manner which adheres to all local, state, and federal refuse rules and regulations.

5.07 SHRUBS, GROUNDCOVERS AND PERENNIALS

G. Thin to remove dead wood when necessary. Remove dead wood and freeze damaged leaves in the spring.

H. **In no case should any shrub be sheared**. Shrubs shall be selectively pruned.

I. All water sprout and sucker type growth shall be pruned and trimmed continuously. Pruning and trimming of any shrub shall be done so in a manner as to retain the natural character and habit of the plant. All shrubs shall be pruned to create a uniformly dense plant. Selectively thin and tip back annually, or as needed. Do not change the natural shape of the shrub by pruning unless so directed by the Owner’s Representative.

J. All shrub, groundcover and perennial beds shall be edged and weeded weekly during the growing season and per Appendix "A".

K. Cultivate the beds (break soil and loosen to incorporate amendment) when adding fertilizer.

L. Always prune out dead, broken, and diseased wood. All cuts shall be flush cuts.

M. All damaged, dead, or thin areas in groundcover beds shall be replanted at the direction of the Owner's Representative. Replacement of plant material not due to the Contractor's negligence will be at the Owner's expense, upon receipt of written authorization to proceed.

N. Re-mulch planter beds with compost and mulch topping as necessary to maintain full two (2) inch depth to prohibit weed growth. Refer to 3.09 for Topdressing/Mulching.

O. Perennials will be continuously inspected for signs of pests and diseases. Identify pests and diseases and treat with appropriate methods. Refer to Appendix B for specific maintenance schedule.

P. Remove spent flower stalks, dead leaves and stems from plants as they appear. Take care not to damage plants.

Q. All pruning debris and limbs shall be removed completely and immediately from site, or to an approved location on-site.

R. Groundcover beds shall be cut back in February to remove old foliage and promote new growth.

S. All perennials shall be cut back or sheared only as necessary to remove old growth or woody growth. This shall be done in the early spring, prior to the growing season.

T. Groundcover beds bordering on paved surfaces must be trimmed as needed to keep plants from extending over sidewalks or onto usable surfaces. Do not trim vertically so as to expose the stems.

U. Trim Asian Jasmine regularly to keep uniform height and appearance. Edge runners at bed edges weekly during growing season.

5.08 ORNAMENTAL GRASS

A. The ornamental grass used in the project are herbaceous perennials, dormant in winter. The foliage, flowers and seed plumes die with onset of freezing weather, but persist throughout the winter. The dead but standing foliage retains its form and is one of the main aesthetic values of these plants. Maintenance activities in or around these plants must be performed carefully during the fall and winter to avoid damage to the standing foliage. If damaged, the foliage will not completely regenerate until the following summer.

B. All species of ornamental grasses are sensitive to over-fertilization and to over-watering. Over-fertilization and over-watering causes the plants to become "top-heavy", resulting in foliage and flowers that do not stand upright, but fall over in wind or rain. This destroys the fall and winter value of the plants, and may cause decreased cold-hardiness.

C. Trim ornamental grasses only once (1) each year as shown on attached Appendix "A". Trimming shall be done in late winter (February) just before spring growth starts. Do not trim plants if green growth has already emerged due to possible damage to the plant's character. Trim by cutting all dead foliage and flowers with hedge shears or other tools, leaving a neat, even mound of dead stalks above finished grade. Take care not to damage the living crown of the plant. Trim ornamental grasses to 1/3 height of the plant.

5.09 MOWING GENERAL CONDITIONS

V. Mowing operations shall be performed Monday through Saturday, unless otherwise directed. No work shall be performed on holidays. Work hours are between 7:00 am and thirty (30) minutes before dusk.

W. A mowing season, for purposes of these standards, shall be March through October. During the course of the mowing season, frequency may increase or decrease. DCTA reserves the right to completely eliminate any cycle or portion thereof.

X. Once mowing has started, it shall be a continuous operation, interrupted only by weather, holidays or as directed.

Y. Ozone Alert Days: On ozone alert days, vendors are required to refrain from mowing and trimming until after 10:00 am, unless diesel powered equipment is used. It is the responsibility of the service provider to be aware of ozone alert conditions.

Mowing and Trimming:

a. The mowing of specified areas shall include the mowing and trimming of all weeds and grasses within each area. A maximum cutting height of 2.5 inches is required in Bermuda grass areas.
b. All litter shall be removed by the contractor prior to mowing. This includes, but is not limited to, bottles, cans, paper, brush, rocks, tree limbs, etc., which are not intended to be a part of the landscape.
c. Bruising or rough cutting of grass is not permitted. Mowers will be adjusted and operated so that the grass is cut at a uniform height.
d. Clippings shall not be blown or allowed to fall into the street or roadways. Excessive clippings in the street or roadways must be removed from the site after each mowing and properly disposed of.
e. Trimming shall include, but is not limited to, cutting or removal of plant material adjacent to or under structures, trees, poles, signs, fences, etc. Service provider is also responsible for removal of all weeds and grass from expansion joints and cracks in all asphalt and concrete surfaces. Trimming shall include both mechanical string trimming and spray trimming. Trim spray shall be applied in a 12-inch radius around all trees. The tree rings shall be maintained free of weeds and grass. Trimming will include the removal of suckers from the trunk and/or base of all trees and ornamental trees.
f. All concrete and asphalt areas, brick pavers, paved ends on medians, and/or right-of-ways shall be weed/grass free and blown clean of all debris after each cycle.
g. All edges shall be neatly edged (curbs and sidewalks – steel blade edger required) after each cutting. All material dislodged by edging must be removed from the site.
h. Service provider will be responsible for any damage done to plant material or other property during maintenance operations.
i. Any damage done to irrigation systems (heads, bubblers, etc.) shall be immediately and properly repaired.

5.10 MOWING AND EDGING BERMUDA GRASS

A. Contractor shall note that irrigation heads are located in these areas.

B. Limit mowing of Bermuda grass during dormancy to control weed population. Mow grass when weeds emerge taller than three inches.

C. Mow Bermuda grass areas weekly or as needed to remove seed head growth and maintain a maximum height of two inches during growing season. Cut grass to about one inch height.

D. Mulching mowers shall be used. **Do not bag clippings**.

E. Trim around irrigation heads, signs, valve boxes, trees and shrubs.

5.11 MOWING AND EDGING BUFFALOGRASS, NATIVE GRASSES AND WILDFLOWERS

F. Contractor shall note that irrigation heads are located in these areas.

G. Limit mowing of native grasses to control weed population. Mow grass when weeds emerge taller than six inches.

H. Mow native grass areas no more than once (1) per month during growing season to four (4) inch height. Allow seed heads to form, set and release seed.

I. Mulching mowers shall be used. **Do not bag clippings**.

J. Trim around irrigation heads, signs, valve boxes, trees and shrubs.

K. When the Buffalo grass turf and Native grass mix becomes dormant in the fall, consult with Contracting Officer to determine the need for a final clean-up mowing. This mowing may need to be at a greater height than the four (4) inch height mowing for Buffalo grass and Native Grass mix.

L. Turf Mowing:

1. During periods of warm and hot weather:

   Mow Buffalo grass turf at 4" height.

   Mow Native Turf grass at 4" height.

5.12 GRAFFITI: DCTA has a zero tolerance level for graffiti. All graffiti must be removed from DCTA property landscape areas as soon as practical, regardless of source of notice.

5.13 PEST AND DISEASE CONTROL

EPA approved products are to be used for pest and disease control.

5.14 IRRIGATION SYSTEM

A. Landscape Irrigation System: The Contractor shall be totally responsible for the operation of all existing irrigation systems, both manual and automatic, temporary and permanent, as well as programming the automatic controlling devices to produce optimum moisture levels in all plant, vegetation and tree areas. Keys shall be provided to the Contractor for all irrigation controllers. If the controllers do not have locks, the Owner shall provide locks upon request. It shall be the Contractor's sole responsibility to keep plants watered properly. If there are problems with the irrigation system that prevent proper watering procedures, Contractor shall effectuate all repairs (except for trunk-line repairs). The owner or owner's representative shall be immediately (immediately is defined as not to exceed 8 hours) notified of trunk-line breaks, so as to prevent any plant, vegetation and/or tree loss.

1. If possible, except as dictated by extenuating circumstances (when unusual circumstances occur as necessitated by special events, location, etc.) **irrigation cycles shall be set to conform to City of Lewisville water restriction code. In the event the City of Denton enacts a water restriction code, the DCTA Bus Operations facility, Downtown Denton Transit Center and MedPark stations irrigation schedule shall conform to the City of Denton water restriction code. It is the Contractor's responsibility to follow all municipal water restrictions.**
2. If there is more than one irrigation controller on the water source, do not program controllers to water during the same time period, as an overdraft of water line source will result, resulting in diminished efficiency of system. Set controllers so that one finishes its watering cycle before then next starts its watering cycle. During periods of high rainfall, set controllers to the manual or rain mode, until irrigation is needed. Do not switch controllers to "off", as this will stop the time clock.
3. The Contractor must maintain all irrigation systems to provide adequate water for plant growth while efficiently minimizing water usage. Original Equipment Manufacturer (OEM) recommendations and any local code requirements must be followed to maintain the systems.
4. The service provider shall maintain the entire irrigation system, including all components from connection at the meter (controllers, remote control valves, gate valves, backflow devices, main and lateral lines, and sprinkler heads) in an operational state at all times.
5. Operation of irrigation system shall be monitored by Contractor on a monthly basis (in conjunction with service cycle) to insure proper coverage of areas and operation of system —for example, proper running of controller, the setting of groundcover/perennial heads at the proper height, the covering of drip line, and to reset drip line.
   a. Adjust system to provide adequate coverage, prevent excessive runoff, and prevent overspray onto non-landscape areas.
   b. Determine malfunctions, damage, or obstructions and implement corrective action.

6. Maintenance of the drip irrigation system shall consist of removing the disc stack, rinsing with water and replacing every six (6) months, comparing the controller runtimes and frequency to the to the application rate for Techline CV at the spacing used and if the amount of water in inches/hour is insufficient or exceeds the requirement of the plant, adjust accordingly. Refer to "Techline Design Manual" by Netafimusa.com.
7. During cold weather, the Contractor shall be responsible to monitor the weather closely and to turn the irrigation system to manual or rain mode to prevent the icing of sidewalks, driveways, vehicular lanes and grounds, and any associated damage to plants. When weather conditions dictate, the Contractor shall drain the irrigation system so that minimum freeze damage occurs to the system.
8. The project is equipped with freeze-stats and rain-stats at separate locations for the site area landscape. In maintaining the irrigation system, the Contractor shall have the use of, and be responsible for the operation of these freeze-stats and rain-stats, keeping in mind the +- variable factor in factory settings of freeze-stats.
9. Any damage caused by the Contractor (drip line, emitters, quick-couplers, valves, wiring, etc.), during the servicing of facilities; shall be repaired at no cost to OWNER. Replacement equipment shall be of the same type, model and manufacturer to keep the warranty coverage the same. No substitutions shall be accepted unless a particular replacement part is out of production.
10. The Contractor shall be responsible for the supply and/or replacement of all sprinkler nozzles "blown-off", (including parts) broken, missing, or otherwise damaged during routine scheduled service and/or vandalism of property. The Contractor should be prepared to respond immediately to reports of irrigation problems occurring.

B. Make seasonal adjustments and settings of automatic controllers to establish frequency and length of watering periods. The Contractor shall monitor the water requirements of the plant material, the soil conditions, seasonal temperature variations, wind conditions, and rainfall, and shall recommend and implement changes in the duration of the water cycle.

C. After cutting-back the groundcovers (every two years) and perennial groundcovers (yearly), the Contractor or his licensed irrigation subcontractor shall perform minor maintenance on the water irrigation system to ensure that the system is working properly.

D. Check systems for continuous trouble free operation.

E. Adjust all emitter heads to maintain proper coverage.

F. Immediately repair and replace any equipment damaged as a result of maintenance operations, at the Contractor's expense and directed by the Owner's Authorized Representative.

G. All replacement parts shall be with original type and model materials unless a substitute is approved by DCTA's Representative. Repairs are to be implemented in accordance with all effective warranties.

H. Accidental damage not resulting from Contractor's negligence will be reported promptly to the Owner's Authorized Representative with estimate of cost for correction for the Owner's Authorized Representative's approval.

I. The Owner's Authorized Representative shall be notified, within one business day, of any damage caused by accident, vandalism, theft, acts of God, or mysterious causes.

5.15 TOPDRESSING/MULCHING

A. Planter Bed Areas: Apply one (1) inch layer of compost and top-dress with minimum one (1) inch layer of coarsely shredded hardwood mulch in non-depressed planter beds annually to maintain full two (2) inch depth covering all drip irrigation. Hold compost and mulch back from root flare of tree to keep flares fully exposed.

5.16 WEED REMOVAL: Remove weeds monthly during growing season and as required for safe control and elimination of the weeds and to prevent reseeding and spreading of noxious and aggressive weeds. Contractor shall familiarize himself with the plants that are to be maintained.

A. Weeds in aggregates/river rock – hand pull on a regular basis and spray with EPA approved herbicides only if needed.

B. Weeds in shrub beds, groundcover beds, ornamental grass beds and perennial beds – hand pull on a regular basis and spray with EPA approved herbicides only if needed. Do not overspray or wick onto permanent plantings.

C. Weeds in paving – apply EPA approved herbicide on regular basis.

5.17 AGGREGATE AND RIVER ROCK BEDS: Pneumatically blow or hand rake/sweep all aggregate and river rock surfaces to remove litter and debris. Repair and restore all aggregate/river rock areas to final grades by filling and leveling to remove ruts or uneven areas weekly. Clean adjacent paving by sweeping aggregate or river rock material back into its proper bed area for appearance.

5.18 LITTER REMOVAL: Maintain all groundcover, shrub, perennial, ornamental grass, mulch, aggregate and paved areas as required to be free of litter and debris. The frequency is shown on the Appendix A. Litter control will be performed bi-weekly or as directed by Owner's Representative on all portions of areas involved in this contract. Extremely high visitation, i.e. special event, may increase intensity. Pick up all litter and debris and deposit in trash receptacles. If none are provided, it is the Contractor's responsibility to haul away and dispose of in an appropriate, legal manner. Hand rake, pick up by hand, or use blowers to remove leaves, acorns from bed and aggregate areas. The MedPark, Highland Village/Lewisville Lake, Old Town, and Hebron station bus shelter trash shall be emptied and new trash bag provided during liter removal.

5.19 HAZARD REMOVAL: Pick up and remove all broken glass from planters and lawn areas as necessary, but at least once per week. Any hazardous conditions shall be reported to the Owner's Authorized Representative immediately upon discovery. Hazardous conditions will be defined as any natural or man-made feature within the physical boundaries of the contracted property (plant, structure, item of equipment, site furniture, or any real property) which is in such a condition that it may not be utilized as its original or designated capacity and efficiency.

5.20 SITE FURNITURE: Damaged site furniture shall be reported to DCTA's Representative immediately upon discovery. Implement repair upon approval from DCTA's Representative to restore the site furniture to its original intended use and appearance. Finishes, painted or otherwise, shall be redone at Contractor's expenses and invoiced to DCTA.

5.21 LIGHTING: Damaged or inoperative lights should be reported as quickly as they are discovered. Damage to all structures and landscape elements should be reported immediately upon discovery to DCTA's Representative.

5.22 DRAINAGE STRUCTURES AND SUBDRAINAGE LINES

A. All drains and drainage lines shall be kept clear, clean, and free of any and all debris, mulch, and sediment at surface of drain, subdrainage, and in drop inlet/sediment trap, at all times.

B. Vacuum out any sediment from drop inlets.

C. If standing water is found, provide inspection of lines to ensure water drains out. At drop inlet, treat any standing water at the bottom to prevent mosquitoes from developing.

D. The Contractor shall make routine monthly inspection of all cleanouts, drainage inlets AND after any form of precipitation (rain, snow, etc.) to insure that flow lines and grates are free of obstructions.

E. All culverts shall be kept clear, clean and free of any and all debris that can cause obstruction or affect flow from major storm events.

5.23 SNOW REMOVAL AND DEICING AS DIRECTED

A. Implement snow and ice removal practices as referenced in 2.08. When possible, anti-icing measures (preemptively applying deicer before a storm) shall be performed, thereby significantly reducing the overall need for deicing chemicals. Area to be de-iced is restricted to the sidewalk leading up to the rail platform fence (black metal fence) at Hebron, Old Town, Highland Village/Lake Lewisville, and MedPark rail stations. Areas to be de-iced at the Eulene Brock Downtown Denton Transit center include sidewalks next to bus lanes, the sidewalk leading to the rail station platform, and the sidewalk and porch around the Eulene Brock Transit center building.

B. Be aware of impact of deicers to bioretention areas as these can impact plant growth and development or possibly impair the function of the bioretention cell.

C. Sanding is preferred in conditions that warrant traction over pavements that are not yet coated with ice.

6.0 ADDITIONAL REQUIREMENTS

6.1 LIABILITY: The owner will not be liable for any loss or damage sustained by the contractor. The contractor shall save the owner whole and harmless from any and all claims for damage of whatsoever nature and kind, suffered or asserted to have been suffered by the person or property of any person whomsoever growing out of or resulting from or in any way connected with the exercise of the privilege herein granted. Contractor will exercise every necessary precaution for the safety of the Owner's property and the protection of any and all persons and/or property located adjacent to or making passage through said property.

6.2 CONTACT: Contractor shall furnish all of the material and perform all of the work to be undertaken as the contractor's obligations under this contract. Contractor must provide a valid phone number and address at all times to the authorized Owner's Representative. The telephone must be answered during normal working hours at least to take a message. Contractor must also provide a phone number he/she can be reached after hours and weekends.

6.3 EQUIPMENT: All materials, tools, and equipment used in performing the conditions outlined will be provided by the successful bidder and must be removed from the jobsite at the end of each working day or upon the request of the Owner or its authorized representative at any time.

6.4 ASSIGNMENT OF THE AGREEMENT: The Contractor shall not sell, sublet, or assign the agreement or any portion thereof to any other person or persons, except upon the written approval of the Owner's Authorized Representative.

6.5 NOTIFICATION: The Contractor shall notify the Owner's Authorized Representative at least forty-eight (48) hours prior to beginning the seasonal commencement of the Landscape Maintenance Warranty Care Period.

A. The Owner's Representative shall be present at the initial start of the project and will spot check the progress of the contract work until completed. If at any time it is determined by the Owner's Representative that the terms of the contract are not being followed, said representative shall stop the work until the corrections are initiated.
B. Failure to correct contract violations (within 48 hours after notification) may result in contractor's monthly payment being withheld until and understanding between the Owner's Representative and Contractor can be reached.

6.6 SUBCONTRACTOR APPROVAL: The Owner's Representative reserves the right to examine contractor's subcontractor for maintenance period and approve/disapprove same. Items to be examined will be performance history, experience and equipment inventory and will therefore require the submission of a business experience portfolio from subcontractor. Said portfolio shall contain the following information:

A. History and experience – Trace the Warranty Care contractor's professional experience giving particular attention to past and present operations.
B. Equipment and Personnel – A list of equipment and personnel to be used in the Landscape Maintenance Warranty Care Management Program shall be provided. An on-site inspection of subcontractor's equipment will be required prior to subcontractor's approval for Landscape Maintenance Warranty Care.
C. Contractor shall submit a complete list of projected costs for all work to be performed prior to commencement of the Landscape Maintenance Warranty Care Period.
D. The foregoing information may be used at the Owner or the Owner's Authorized Representative's discretion to disapprove a Landscape Maintenance Warranty Care Contractor when in the estimation of the Owner's Representative the Contractor is incapable of performing said contract.
E. The Owner or the Owner's Authorized Representative reserves the right to defer the approval of the Contractor until after an interview with the principal parties involved in the company being considered to do Landscape Maintenance Warranty Care. Said interview may or may not be required and may be conducted by the Owner or the Owner's Authorized Representative.

6.7 COMPLIANCE: Contractor shall comply with all applicable governmental laws and regulations.

6.8 FAILURE TO PERFORM SATISFACTORILY

A. It is agreed and understood that in the short run, if the Contractor fails to perform the work satisfactorily as specified herein, the Owner's Authorized Representative will only pay the amount of retainage for the amount of service received, as determined by the Owner's Authorized Representative with an appropriate downward adjustment in contract price. Such adjustments will be the estimated cost for performance by the owner or owner's representative designated representative.
B. Those discrepancies and deficiencies in the work that remain uncorrected may be grounds for termination of the Contractor, by the owner or owner's representative. The contractor will then be required to obtain the services of another subcontractor that is acceptable to the owner or owner's representative.

6.9 RETURN OF RETAINAGE PAYMENTS WITHHELD: The Owner or Owner's Representative may withhold retainage payment to such extent as many be necessary to protect the owner or owner's representative from loss due to:

A. Work required in the specifications with is defective, incomplete or not performed.
B. Claims filed or reasonable evidence indicating probable filing claims.

6.10 INSPECTIONS

A. The Contractor shall perform inspections for the following areas at the minimum interval indicated:

1. OEM inspections and servicing as recommended
2. During and after severe storms
3. Litter and graffiti – bi-weekly
4. Landscaping and irrigation systems – monthly

B. The results of all inspections and details of corrective actions taken shall be reported on the prescribed form, signed by inspector(s), as indicated, and retained by the Contractor. Any corrective action required shall continue to be noted on the inspection reports until such time as the required corrective action has been completed to the satisfaction of the inspector. The date the corrective action was accomplished shall be included on the prescribed form.

C. Complaint Resolution: The Contractor shall investigate, respond to, and attempt to resolve complaints and problems regarding maintenance or landscaping of those DCTA properties identified in Section 1A. All responses to complaints or problems are to be submitted to DCTA in writing.

D. Service Compliance Inspections

1. Inspections will be unannounced and conducted at any property location at any time. Inspection locations shall be determined solely at the discretion of DCTA and are subject to change at any time. Inspections may include any or all segments of a requirement.

2. Any deficiencies observed by DCTA shall be noted and a commitment made by the Contractor, indicating the corrective action to be taken and the expected resolution date. DCTA must allow reasonable time for resolution of deficiencies, but in no case will more than ten (10) days be allotted without written notice from DCTA. Deficiencies which affect the safety of employees or the public at large must be resolved immediately.

3. DCTA does not pay for unsatisfactory performance of Services. A reasonable amount, as determined by DCTA may be deducted for deficient performance of Services.

4. DCTA may take photographic records to document the extent of any deficiency.

5. The results of inspections shall be recorded by the Contractor and shall be signed by each appropriate member of the inspection team indicating its accuracy. A copy of inspection records, including a copy of any photographs or video, shall be provided to DCTA within three (3) days of the inspection or receipt of the inspection materials.

6. At any time after the inspection and expiration of the time allotted to correct a deficiency, DCTA may, with or without the Contractor's participation, re-inspect the location of the deficiency to verify resolution. DCTA may invite the Contractor to attend the re-inspection. The Contractor should assume that the re-inspection will be scheduled to occur on the expiration date indicated on the inspection records. If any portion of the deficiency remains, or the corrective action resulted in a new deficiency, the Contractor will be issued a citation by DCTA. The citation will contain, at a minimum, the dates, location, and the nature of the deficiency and may result in a reasonable deduction from the monthly invoice.

E. Administration

1. The Contractor shall not establish any headquarters point or staging area, nor set up any office or storage trailer on DCTA property without the written approval of DCTA. Additionally, the Contractor shall not increase, decrease, or delete the level of utility of any existing location without written approval by DCTA.

2. The Contractor shall provide a twenty-four (24) hours, seven (7) days per week, three hundred sixty-five (365) days per year telephone number for emergency maintenance.

F. Audit of Property: Prior to the commencement of the contract, DCTA and the Contractor shall conduct a joint audit of the Property, which will include a video recording. The necessary details of video recording will be determined jointly during the audit. The purpose of such audit shall be to identify and establish the condition of the Property as of the start date of the contract and to establish the maintenance work necessary to achieve minimum required maintenance standards. Both the Contractor and DCTA will retain a copy of said video for future reference.

G. Miscellaneous

1. The Contractor shall notify and coordinate property management issues within the DCTA system to the DCTA designated representative. Property management issues include:

   a. Third party activities not authorized by DCTA or the Contractor.

   b. Suspicious activity, trespassing, and unauthorized third party activities.

   c. Evidence of on-site vagrancy, vandalism, theft, apparent unauthorized use of DCTA property, or property damages. Where such evidence presents a clear and present danger to the railroad, the public, or the security of the site, the Contractor shall immediately report such issues to the appropriate governmental authority (fire, police, etc) and DCTA's Representative. The Contractor shall make an immediate verbal report to DCTA's Representative of any adverse land conditions such as erosion, washouts, debris, or drainage problems.

   d. Necessity of fence and/or barricade installation to prevent unauthorized access to DCTA railroad right-of-way property.

2. All facilities, including buildings, equipment, and storage areas, shall be kept clean and maintained by the Contractor to allow the function it was intended to perform to be performed without interruption.

3. All DCTA-supplied buildings and facilities used by the Contractor shall be maintained in clean and good working order, excepting ordinary wear and tear.

4. All properties and associated systems shall be maintained by the Contractor in accordance with all applicable local, state, and federal codes, laws, and regulations.

5. Any and all penalties and fines imposed regarding the violation of local, state, and federal codes, regulations and laws shall be the responsibility of the Contractor.

6. The Contractor shall be responsible to maintain as current all appropriate permits, certificates, license, etc., relating to the property systems, facilities, and equipment used in its maintenance. In doing so, the Contractor, within ninety (90) days of the Agreement Commencement Date, shall submit a program to DCTA's Representative to manage the updating and records-keeping for all permits, licenses and certificates. This program shall also include, but not be limited to, compliance with all local, state, and federal environmental laws and regulations.

7. The Contractor shall notify DCTA's Representative immediately upon occurrence of any vandalism, collision, fatality, serious injury, strike, work stoppage, fire, oil spill pollution problem, or other emergency condition that causes serious damage to equipment or property or obstructs railroad operations.

6.11 METHOD OF MEASUREMENT AND PAYMENT

a. Site Maintenance - All landscape maintenance will be paid for as Lump Sum basis and shall include all necessary labor and materials to execute the maintenance operations in accordance with the requirements of this section. The Contractor shall submit a bid for one year' landscape maintenance at the six stipulated sites. The overall bid will be divided by twelve so that DCTA will pay 12 equal payments to the Contractor. Invoices will be submitted at the end of the month with monthly reports of services rendered. Payment will be made after services are rendered for each month.

b. Site repair and new installation of landscape, irrigation, other - At the request of the Owner, the Contractor shall provide pricing for repair and replacement of landscape, sodding, seeding, irrigation, site furniture or other exterior component. These repairs will be based on unit prices submitted by the Contractor as part of the bid.

APPENDIX A
ANNUAL TASK CHART

	Frequency												Total Visits
Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	
Fertilize trees		1				1			1				3
Fertilize all lawns, planting areas & cultivate beds		1				1			1				3 min.
Tree pruning & maintenance	*	*	*	*	*	*	*	*	*	*	*	*	*
Trim ornamental grass and liriope		1											1
Trim, edge Asian jasmine				1	1	1	1	1	1	1	1		8
Shrub pick-pruning	*	*	*	*	*	*	*	*	*	*	*	*	*
Trim spent yucca blooms & dead head perennials	*	*	*	*	*	*	*	*	*	*	*	*	*
Mowing Bermuda grass see 32 92 00 for frequency & 3.07	*	*	2	2	5	4	5	5	4	2	1	*	30

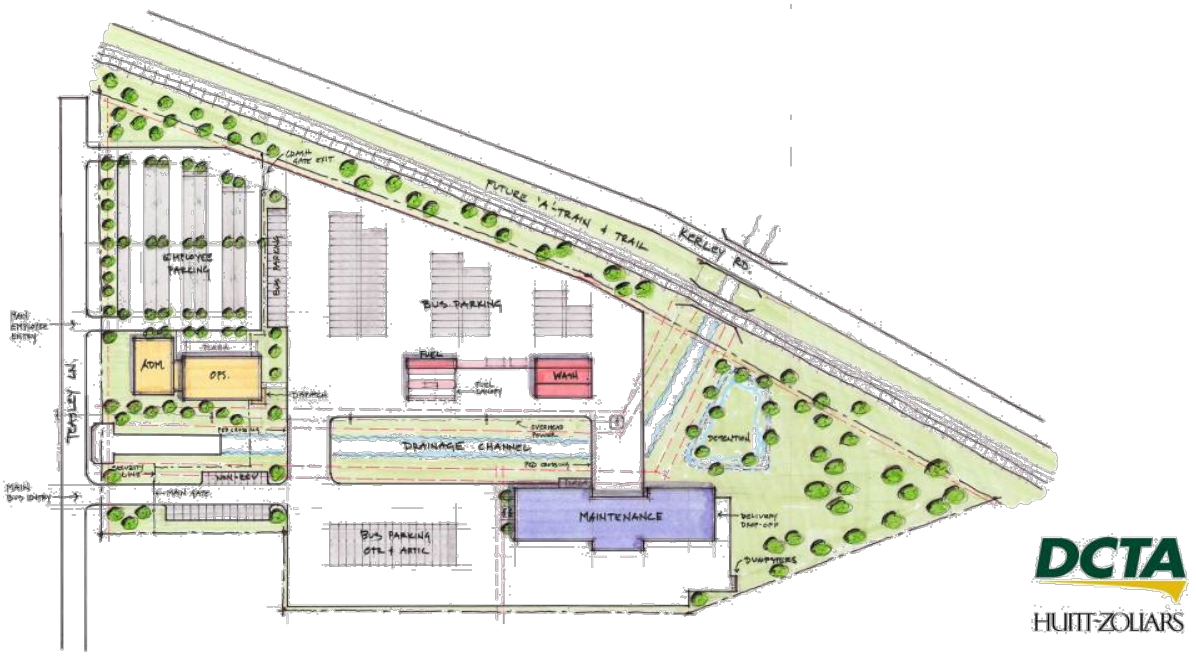
Mowing native grass - see Section 32 92 00 for frequency & 3.07	*	1	2	2	2	*	*	*	*	*	1	1	*
Ant control	*	*	*	*	*	*	*	*	*	*	*	*	*
Applications pesticides, fungicides & herbicides	*	*	*	*	*	*	*	*	*	*	*	*	*
Irrigation check	1	1	1	1	1	1	1	1	1	1	1	1	12
Drip-irrigation - clean filters to remove debris			1						1				2
Apply compost & fine mulch at planters bed areas			1										1
Weed beds/ weed removal	1	1	2	1	1	1	1	1	1	1	1	1	12
Clean, repair aggregate /river rock areas	1	1	1	1	1	1	1	1	1	1	1	1	12
Litter and leaf removal	2	2	2	2	2	2	2	2	2	2	2	2	24
Site furniture - maintenance	*	*	*	*	*	*	*	*	*	*	*	*	*
Light fixtures - outage reported to DCTA	*	*	*	*	*	*	*	*	*	*	*	*	*
Removal of hazardous materials	*	*	*	*	*	*	*	*	*	*	*	*	*

Surface and subdrainage system check and cleanout inspection	1		1		1		1		1		1			6
Snow removal/deicing	*	*	*	*							*	*		*
Hardscape maintenance (ref. 3.15)	*	*	*	*	*	*	*	*	*	*	*	*		*
Building exterior Integrative Pest Management (IPM)	*	*	*	*	*	*	*	*	*	*	*	*		*

NOTE: This table is not comprehensive and is intended as a guideline. Refer to Scope of Work for additional maintenance requirements.

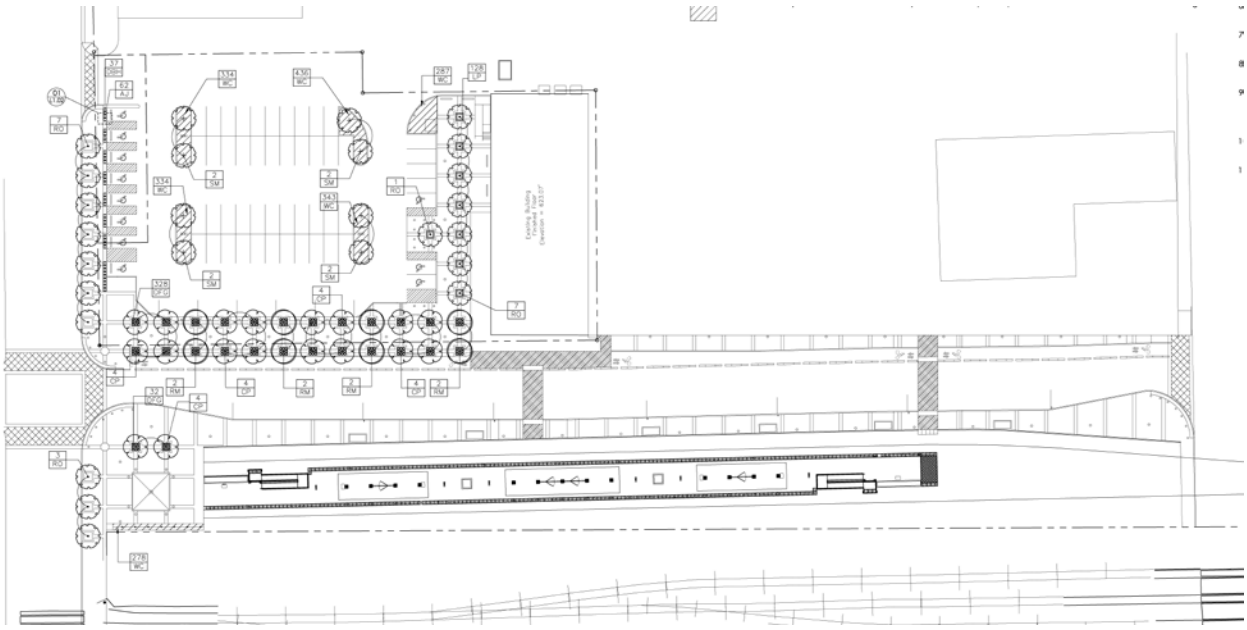
* Treat or perform immediately.

APPENDIX B -1
SITE MAP - BUS OPERATIONS AND MAINTENANCE FACILITY



CONCEPT SITE PLAN - DCTA BUS MAINT. FACILITY

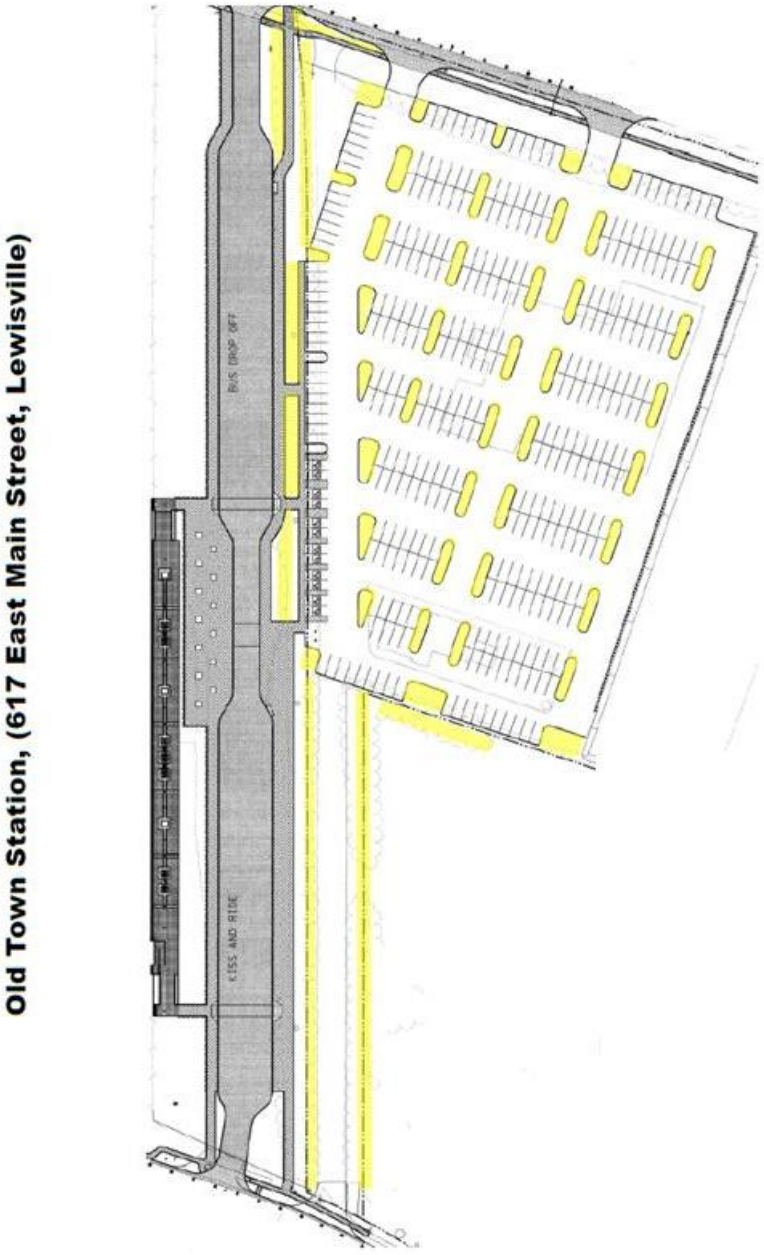
APPENDIX B -2
SITE MAP - DOWNTOWN DENTON TRANSIT CENTER



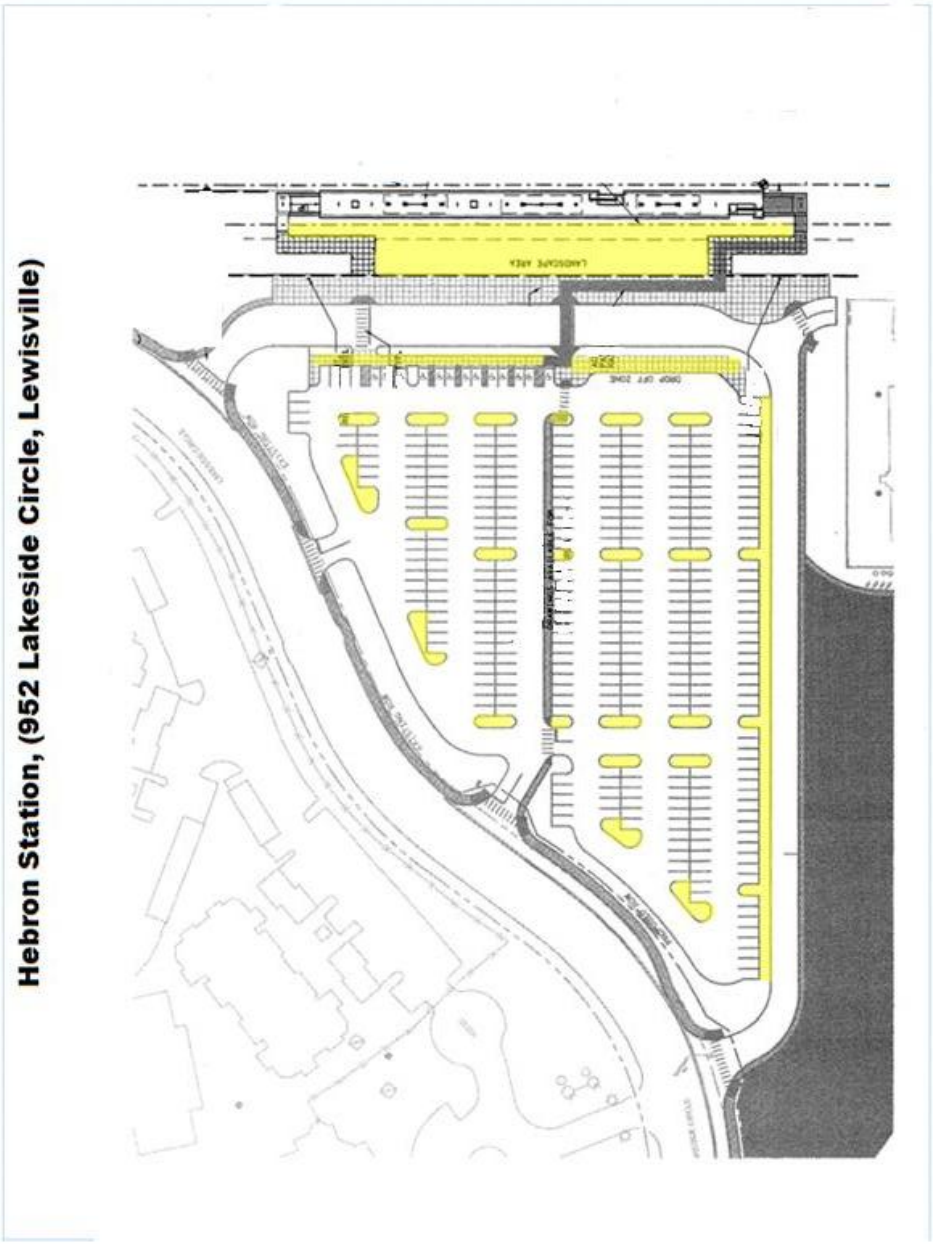
APPENDIX B -3
SITE MAP - MEDPARK STATION

APPENDIX B -4
SITE MAP - HIGHLAND VILLAGE/LAKE LEWISVILLE STATION

APPENDIX B -5
SITE MAP - OLD TOWN STATION



APPENDIX B -6
SITE MAP - HEBRON STATION



GENERAL TERMS AND CONDITIONS

1. CANCELLATION

The DCTA reserves the right to cancel this RFP or cancel the award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in DCTA's best interest. In no event shall the DCTA have any liability for the cancellation of award. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

2. EVALUATION AND AWARD OF CONTRACT

The Owner reserves the right to reject any and all proposals, to waive any and all informalities except for the time of submission of the Proposal and to negotiate contract terms with the Successful Proposer. The Owner also reserves the right to reject all nonconforming, non-responsive, unbalanced or conditional Proposals. Also, the Owner reserves the right to reject the Proposal of any Proposer if the Owner believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or has doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Proposals, the owner will consider the qualifications of the Proposers, whether or not the Proposals comply with the prescribed requirements, unit prices, completion time, and other data, as may be requested in the Proposal form or prior to the Notice of Award.

Because offers can at times be ambiguous, DCTA reserves the right to request additional information before making an award. DCTA also reserves the right to seek clarification from any proposer or offeror about any statement in its proposal that DCTA finds ambiguous.

The Owner may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as requested by the Owner:

The Owner may consider its past experience with the Proposer and any Subcontractors, Suppliers or other persons or organizations proposed to perform any portions of the Work, and the Owner reserves the right to reject any and all proposals from persons or organizations with whom the Owner has previously experienced problems including but not limited to issues relating to performance, workmanship, and disputes or litigation.

The Owner may conduct such investigations as the owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial stability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time.

If contract is to be awarded, it will be awarded to the best qualified Proposer whose evaluation by the Owner indicates to the Owner that the award will be in the best interests of the DCTA. DCTA may award the contract to a single supplier, affording DCTA the improved cost effectiveness as well as one stop shopping. If determined to be in the best interest of DCTA, it reserves the right to award to multiple proposers.

3. ADDENDUM

The contents of all addendums sent to proposer are to be incorporated in the RFP documents and will become part of the contract documents.

4. PROOF OF INSURABILITY

Proposer must submit proof of insurability with their proposal. Proof of insurability can be in the form of a letter from the Proposer's insurance provider stating the provider's commitment to insure the Proposer for the types of coverages and levels of coverages specified in this RFP.

5. CONFIDENTIALITY

It is in the public interest for the DCTA to receive as many proposals as possible. The DCTA acknowledges the possible confidential nature of any aspect of the proposal including the cost or price information requested by the Request for Proposals, and the DCTA obliges itself in good faith not to disclose any page of the proposal containing information which the Proposer clearly marks as confidential during the evaluation process. After contract award, disclosure of information shall be made only in accordance with Texas law and applicable Federal requirements.

6. TAXES

DCTA is tax exempt and shall furnish the successful proposer with the necessary tax exemption certificate.

7. INDEMNIFICATION

IN ADDITION TO ALL OTHER OBLIGATIONS OF INDEMNIFICATION SPECIFIED HEREIN, PROPOSER AGREES TO RELEASE AND BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, ITS BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, EMPLOYEES, SUBSIDIZERS AND INDEMNITIES, U.S. DEPARTMENT OF TRANSPORTATION, TEXAS DEPARTMENT OF TRANSPORTATION, DENTON COUNTY AND ALL GOVERNMENT FUNDING AGENCIES PROVIDING FUNDS OR SERVICES IN CONNECTION WITH THIS PROJECT (HEREINAFTER COLLECTIVELY REFERRED TO AS "DCTA"), FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, LIABILITY AND EXPENSE, INCLUDING CONSEQUENTIAL DAMAGES, COUNSEL FEES, WHETHER OR NOT ARISING OUT OF ANY CLAIM, SUIT OR ACTION AT LAW, IN EQUITY, OR OTHERWISE, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING NEGLIGENCE, ARISING OUT OF THE PERFORMANCE OF THE WORK BY REASON OF ANY ACCIDENT, LOSS OR DAMAGE OF PROPERTY, INCLUDING THE WORK SITE, PROPERTY OF DCTA AND PROPOSER, OR INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF DCTA, PROPOSER, SUBCONTRACTORS AT ANY TIER OR ANY PERSON WORKING ON PROPOSER'S BEHALF, CAUSED BY PROPOSER, WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THE CONTRACT, OR UPON OR AFTER COMPLETION OF THE PROJECT, WHETHER BROUGHT DIRECTLY BY THESE PERSONS OR BY ANYONE CLAIMING UNDER OR THROUGH THEM INCLUDING HEIRS, DEPENDENTS AND ESTATES.

PROPOSER ALSO AGREES FOR ITSELF AND ON BEHALF OF ITS AGENTS, SERVANTS, SUBCONTRACTORS, MATERIAL MEN, AND EMPLOYEES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DCTA FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER REGARDING SUBCONTRACTORS AND MATERIAL MEN AND AGREES TO ASSUME THE DEFENSE OF DCTA TO ANY SUCH SUIT AT ITS COST AND EXPENSE. THE PROPOSER FURTHER ASSUMES THE RISK OF LOSS AND DAMAGE TO MATERIALS, MACHINERY AND EQUIPMENT TO BE INCORPORATED IN THE WORK AT ALL TIMES PRIOR TO DELIVERY TO THE PROJECT SITE OR WHILE IN THE POSSESSION OR UNDER THE CONTROL OF THE PROPOSER.

PROPOSER, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, PROPOSERS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON PROPOSER'S BEHALF, HEREBY RELEASES AND AGREES TO BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, EXCEPT TO THE EXTENT THAT DCTA IS NEGLIGENT IN WHOLE OR IN PART, FOR ANY CLAIMS MADE BY AN EMPLOYEE, BOARD MEMBER, OFFICER, AGENT, WORKMAN OR

SERVANT OF PROPOSER'S OR ANY OTHER PERSON WORKING ON PROPOSER'S BEHALF, INCLUDING CLAIMS FOR COMPENSATION OR BENEFITS PAYABLE TO ANY EXTENT BY OR FOR PROPOSER UNDER ANY WORKERS' OR SIMILAR COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PROPOSER AND DCTA, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. A PROPOSER'S OBLIGATIONS UNDER THIS SECTION 7 SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROPOSER UNDER ANY RESULTANT AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF ANY RESULTANT AGREEMENT.

A PROPOSER'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATIONS, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATIONS, REASONABLE ATTORNEY'S FEES), AND PUNITIVE DAMAGES (IF ANY) ARISING OUT OF, OR IN CONNECTION WITH ANY (I) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE PROPOSER, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE; (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (III) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE PROPOSER, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

IN ADDITION, PROPOSER SHALL INDEMNIFY DCTA FOR ANY FINES AND LEGAL FEES INCURRED BECAUSE EMPLOYEES, AGENTS, OR WORKERS SUPPLIED BY PROPOSER ARE NOT AUTHORIZED TO WORK IN THE UNITED STATES.

By the execution and submission of this proposal, proposer acknowledges proposer has read and does comply with all terms and conditions, clauses and requirements contained herein.

8. PAYMENT

DCTA shall pay the PROPOSER, upon the submission of proper invoices. Unless otherwise specified in this contract, payment shall be made within thirty (30) days of receipt of a complete and correct invoice.

Proposer's invoices for the services rendered shall be submitted to the following address.

DCTA Accounts Payable
PO Box 96
Lewisville, TX 75067
Or email to accountspayable@dcta.net

9. ASSIGNMENT

The successful proposer shall not assign, sell, transfer or convey the agreement completely or in part, without the prior written consent of DCTA.

10. VENUE

The agreement will be governed and construed according to the laws of the State of Texas; and venue for any action concerning this contract shall be in Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

11. INDEPENDENT CONTRACTOR

It is understood and agreed by and between the parties, that successful proposer, in satisfying conditions in this contract, is acting independently, and that DCTA assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by successful proposer pursuant to this contract shall be in the capacity of an independent proposer, and not as an agent or employee of DCTA. Successful proposer shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this contract.

12. TERMINATION / DISPUTE RESOLUTION

Termination for Convenience of DCTA

DCTA may terminate all or part of this Contract upon determining that termination is in the public interest. Termination under this Article shall be effective upon delivery of written notice of termination to Contractor. Upon termination under this provision, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed before termination, and to payment for all reasonable Contract close-out costs including reasonable profit to include materials purchased and work performed. Within thirty (30) days after termination pursuant to this provision, Contractor shall submit an itemized invoice for all un- reimbursed Contract work completed before termination and all Contract close-out costs actually incurred by Contractor. DCTA shall not be liable for any costs invoiced later than thirty (30) days after termination notice. Contractor is not entitled to any alleged lost profit on work not performed but which would have been performed had this Contract not been terminated.

Termination for Default

If the Contractor refuses or fails to properly prosecute or perform the work or any separable part, with the diligence and good workmanship that will ensure its completion and acceptance within the time specified in this Contract including any extension, or fails to complete the work within this time, DCTA may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or not performed in a good workmanship like manner. In this event, DCTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, reports, schedules, appliances, or other work product necessary for completing the work. The Contractor and its sureties shall be liable for any damage to DCTA resulting from the Contractor's refusal or failure to complete the work within the specified time or not performed in a good workmanship like manner, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by DCTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this Article, if:

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of another Contractor in the performance of a contract with DCTA, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Project Manager), notifies the Project Manager in writing of the causes of delay. The Project Manager shall ascertain the facts and the extent of delay. If, in the judgment of the Project Manager, the findings of fact warrant such action, the time for completing the work shall be extended with an appropriate Contract amendment, the right to proceed terminated or no

action taken by the Project Manager. The findings of the Project Manager shall be final and conclusive on the parties, but subject to Claims.

(3) The Contractor cures such failures to perform within 10 calendar days (or more if authorized in writing by the Project Manager) after receipt of the notice of default.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of DCTA.

Termination of Force Majeure

To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Disputes

Performance During Dispute – Unless otherwise directed by DCTA, contractor shall continue performance under this contract while matters in dispute are being resolved. Further, DCTA shall pay contractor for any undisputed work performed by contractor prior or during the resolution of the matters in dispute.

13. PROTEST PROCEDURES

Protests relative to this procurement will be reviewed and adjudicated by DCTA in accordance with its Procurement Policy and Procedures Manual maintained in DCTA's offices in Lewisville, TX.

14. ADMINISTRATIVE REMEDIES

Denton County Transportation Authority reserves the right to accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award the Contract in the best interest of the DCTA.

By submission of a proposal in response to this solicitation, the Proposer agrees to exhaust its administrative remedies under DCTA's Procurement Regulations or Disputes Clause of any resulting contract prior to seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any related contract. Protests relative to this procurement will be reviewed and adjudicated by DCTA in accordance with its Procurement Policy and Procedures Manual maintained in DCTA's offices in Lewisville, TX.

15. OPEN RECORDS

All responses submitted to DCTA become the property of DCTA and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of that Act. In no event shall DCTA, or any of its agents, Representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the RFB.

If a firm/individual has special concerns about information that it desires to make available to DCTA, but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate each page of that information, which the Proposer believes, should not be disclosed outside DCTA. Disclosure of requested information will be subject to the Texas Public Information Act.

16. CONTRACT

The successful Proposer may be required to execute a contract prepared and approved by DCTA General Counsel.

17. PROHIBITION OF BOYCOTT ISREAL

Company verifies that it does not Boycott Israel and agrees that during the term of this Agreement /Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

18. PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES

DCTA is prohibited from entering into a contract with a company that does business with Iran, Sudan, or a foreign terrorist organization.

19. RELATIONSHIP AND WORK IN GENERAL

Contractor, an independent contractor, covenants and agrees to perform for the stated compensation, all of the services described in Scope of Work, Terms and Conditions of this Contract. Contractor agrees to complete the work in a professional and workmanlike manner with a high degree of care to ensure the accuracy and timeliness thereof.

20. ASSIGNMENT OF PERSONNEL

Contractor agrees to assign qualified staff members including a Project Manager who shall be responsible for the task administration and work performance.

21. EMPLOYMENT OF PERSONNEL

Contractor agrees to employ, at its own expense, all personnel required in performing the services under this contract. Personnel employed by Contractor shall not be employees of, nor have any contractual relationship with DCTA. All personnel engaged in the work shall be fully qualified and shall be authorized or licensed to perform such work as required.

22. EMPLOYMENT OF VETERANS

Applicable to capital projects only-Contractor shall provide a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of Title 5) who have the requisite skills and abilities to perform the construction work required under this contract. This shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

23. USE OF SUBCONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

No work or services under this Contract shall be subcontracted without the prior written approval of DCTA. DCTA reserves the right to reject any subcontractors proposed to be utilized on this project.

24. DBE SUBCONTRACTS

If DBE subcontractors are utilized to perform under this contract the contractor must make available to DCTA copies of all DBE subcontracts upon request. The subcontractor shall ensure that all subcontracts or agreements with the Prime to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26.55.

25. INSPECTION OF WORK

DCTA shall have the right to review and inspect the progress of the work described herein at all times.

26. COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. All reports, maps, and other documents produced under this contract shall become the property of DCTA. The Contractor shall, at its expense, defend all suits or proceedings instituted against DCTA and pay any award of damages assessed against DCTA in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right.

27. PROPRIETARY RIGHTS

Contractor agrees not to release data or information about the results of the project to any person outside of DCTA without first obtaining written authorization to release such information from DCTA.

28. OWNERSHIP OF DOCUMENTS

The parties agree and understand that any and all documents produced under this Contract are the sole and exclusive property of DCTA and DCTA retains ownership of all such documentation including, but not limited to, studies, plans, specifications, intellectual property and all related documents. To the extent necessary, CONTRACTOR HEREBY ASSIGNS AND TRANSFERS ANY AND ALL COPYRIGHTS TO DCTA.

29. MAINTENANCE OF RECORDS

Proposer must maintain records to show actual time involved in performance of the Work.

30. CHANGES BY CONTRACTOR

If, during the performance of Work under the Contract, the Contractor finds it impracticable to comply strictly with the specifications, the Contractor will notify the DCTA Project Manager and Director of Procurement immediately in writing.

31. WRITTEN ACCEPTANCE BY DCTA

Any proposals by Contractor that vary or add to this Contract shall be construed as additional terms or modifications and shall not become part of the Contract unless accepted in writing, by DCTA.

32. CHANGE ORDERS / CONTRACT MODIFICATIONS

All requests for changes in the work must be submitted in writing to the DCTA Project Manager. Changes shall be made only with the prior approval DCTA and only by appropriate written Change Order or Contract Modification as appropriate. The Director of Procurement may, at any time, by a written Change Order or Contract Modification, and without notice to the Surety (if any), make changes within the general scope of this Contract. If the change affects the Contractor's costs, then the Director of Procurement shall also make an equitable adjustment in the Contractor's compensation.

33. WHOLE AGREEMENTS

The Contract constitutes the whole of the agreement between the parties hereto and neither thereof has been induced to make or enter into the Contract by reason of any promise, agreement, representation, statement, or warranty other than contained herein.

34. PARTIAL INVALIDITY

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

35. TITLES AND HEADINGS FOR CONVENIENCE ONLY

As used throughout this Contract, titles and headings of sections are for convenience only, and shall not be used to aid in interpretation of the provisions contained herein.

36. COMPENSATION

The proposer shall be compensated for work in performance of the contract and per the agreed upon fees. The proposer shall include as part of his invoice a list of all subcontractors and the amounts to be paid to each of the subcontractors from this invoice. DCTA will require specific payment reporting criteria for all payments made to subcontractors and will provide additional information and forms upon selection as the awarded firm.

37. PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Denton County Transportation Authority. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Denton County Transportation Authority. This clause applies to both DBE and non-DBE subcontracts and must be included in contracts between the Denton County Transportation Authority, the prime contractor, sub contracts and sub-recipients.

38. RETAINAGE

The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Denton County Transportation Authority. This clause applies to both DBE and non-DBE subcontracts.

39. MINORITY OWNED FINANCIAL INSTITUTIONS

In accordance with the requirements of 49 CFR Part 26, and grant agreements between DCTA and the Department of Transportation (DOT), to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. Information regarding financial institutions may be obtained on-line from the Federal Reserve at http://www.federalreserve.gov/Releases/mob/current/default.htm

40. NON-DISCRIMINATION

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future solicitations as non-responsible

41. GRATUITIES

It shall be unethical for any person to offer, give, or agree to give any DCTA officer or former DCTA officer, or for any DCTA officer or former DCTA officer to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation therefore.

42. FUNDING

Funds for payment have been provided through the DCTA budget approved by the Board of Directors for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current DCTA fiscal year shall be subject to budget approval.

43. FEDERAL FUNDS

DCTA is a recipient of federal funds from the Federal Transit Authority (FTA) and as a recipient of federal funds specific clauses and certifications must be included in any contract that involves the disbursement of federal funds. If federal dollars will be utilized under this contract, Proposers must adhere to the clauses and certifications if applicable. All required clauses and certifications will be included if applicable.

44. PROCUREMENT OF RECOVERED MATERIALS

If federal dollars are utilized for this project all contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

45. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS

Bidders performing work on DCTA's behalf shall provide the DCTA a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein within ten (10) days of request from DCTA. Bidders shall provide DCTA evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the bidder's policy. Work shall not commence until insurance has been approved by DCTA.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A- or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. DCTA reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

COMMERCIAL GENERAL LIABILITY:

- Bodily Injury/Property Damage per occurrence $1,000,000
- General Aggregate $2,000,000
- Products/Completed Aggregate $2,000,000
- Personal Advertising Injury per occurrence $1,000,000
- Fire Damage $100,000
- Medical Expense $5,000

Policy will include coverage for:

a. Premises – Operations
b. Broad Form Contractual Liability
c. Products and Completed Operations
d. Personal Injury
e. Broad Form Property Damage

NOTE: The aggregate loss limit applies to each project.

BUSINESS AUTO LIABILITY

to include coverage for:

- Owned/Leased vehicles
- Non-owned vehicles
- Hired vehicles
- Combined Single Limit $1,000,000

WORKERS' COMPENSATION EMPLOYERS' LIABILITY

to include:
each accident
Disease Policy Limits
Disease each employee

Statutory Limits per occurrence

- Each accident $1,000,000
- Disease Policy Limits $1,000,000
- Disease each employee $1,000,000

ADDITIONAL INSURED:

The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name DCTA, its directors and employees as additional insured regarding Bidder's operations in performance of this Contract.

WAIVER OF SUBROGATION:

The Workers' Compensation and Employers' Liability shall be endorsed to provide a waiver of subrogation in favor of DCTA, its officers, directors and employees.

COVERAGE PRIMARY:

Such insurance as is provided therein shall be primary and non-contributing with any other valid and collectible insurance available to DCTA. The limits of liability required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required below.

NO COMMENCEMENT WITHOUT COVERAGE:

The Bidder shall not commence work at the site under this Contract until he/she has obtained all required insurance and until such insurance has been approved by DCTA. Bidder shall not allow any subcontractor to commence work until all similar required insurance has been obtained and approved. Approval of the insurance by DCTA shall not relieve or decrease the liability of the Bidder hereunder.

CERTIFICATES:

Certificate of Insurance evidencing insurance coverage as required shall be furnished to the Purchasing Manager prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. CERTIFICATES SHALL BE PROVIDED BY BIDDER AND ANYONE INVOLVED IN THE PERFORMANCE OF WORK UNDER THIS CONTRACT (not otherwise included under Bidder's coverage), INCLUDING ALL SUBCONTRACTORS. All certificates from Bidder and any subcontractors must be issued reflecting DCTA as the certificate holder. All Certificates of Insurance shall reflect the Denton County Transportation Authority project number. Failure to furnish the required certificates of insurance within the time allowed shall not be considered cause for modification of any contractual time limits. All policies of insurance presented, as proof of compliance with the above requirements shall be on forms and with insurance companies approved by DCTA. All such insurance policies shall be provided by insurance companies having a Best's rating of A-VI rating or greater as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A-VI will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing prior to the award of the Contract. Certificate of

Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location, and the cancellation clause as required below.

NO LAPSE OR CANCELLATION:

The Bidder and any subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled, reduced, restricted, or limited until thirty (30) days after DCTA has received written notice. In the event of cancellation or lapse of insurance, the Bidder shall notify DCTA immediately and unless otherwise directed by DCTA, shall cease work until evidence of acceptable insurance coverage is supplied to DCTA.

BREACH:

Failure to maintain insurance coverage as required herein shall constitute a material breach and default.

SECTION 32 84 00

LANDSCAPE IRRIGATION

PART 1 - GENERAL

1.1 This document is supplied to the Contractor to set requirements for repair work or renovations to the existing irrigation system as required to accommodate new plantings.

1.2 RELATED DOCUMENTS

A. Furnish all work and materials, appliances, tools, equipment, facilities, transportation, point of connection and all other services required for the repair and / or renovation of the existing systems to provide complete coverage to all landscaped areas. Provide temporary irrigation for the establishment of new native plant material outside the limits of the permanent irrigation system. Coordinate with the planting plan for complete limits.

1.3 QUALITY ASSURANCE

A. The following Codes, Regulations, Reference Standards, and Specifications apply to work included in this section: ASTM: D2241, D2464, D2466, D2564, and D855.

1.4 WARRANTY AND MAINTENANCE

A. The Contractor shall warranty material and workmanship for one year after final acceptance including repair and replacement of defective materials, workmanship, and labor.

B. Maintenance during warranty shall include, but not necessarily be limited to, the following:
1. Adjustment of sprinkler height and plumb to compensate for settlement and/or plant growth.
2. Backfilling of all trenches.
3. Adjustment of head coverage (arc of spray) as necessary.
4. Unstopping heads plugged by foreign material.
5. Drip System:
   a. Remove disc stack and rinse with water and replace every 6 months.
   b. Compare the controller runtimes and frequency to the to the application rate for Techline CV at the spacing used. If the amount of water in inches/hour is insufficient or exceeds the requirement of the plant, adjust accordingly.
   c. Refer to “Techline Design Manual” by Netafimusa.com.
6. Adjustment of controller as necessary to insure proper sequence and watering time.
7. All maintenance necessary to keep the system in good operating order. Repair of damage caused by vandals, other contractors or weather conditions shall be considered extra to these specifications.

C. Warranty and maintenance after final acceptance does not include alterations as necessitated by re-landscaping, re-grading, addition of trees or the addition, and/or changes in sidewalks, walls, driveways, etc.

1.5 SUBMITTALS

A. New materials required for repair, replacement, or renovation to the existing systems shall match existing equipment. If specified and installed equipment is no longer available the contractor shall submit for approval an “equal” product. The submittal shall include the manufacturer's name, model number, equipment capacity, and manufacturer's installation recommendation, if applicable, for each proposed item.

1.6 CODES/PERMITS

A. All work under this section shall comply with all applicable local codes, ordinances, or regulations of the governing bodies and all authorities having jurisdiction over this Project.

B. Installation of equipment and materials shall be done in accordance with requirements of the National Electrical Code, Local and University Plumbing Codes, and standard plumbing procedures. The Contractor shall give all necessary notices, obtain all permits, and pay all costs in connection with his work; file with all governmental departments having jurisdiction; obtain all required certificates of inspection for his work and deliver to the Owner’s Representative.

C. The Contractor shall include in the work any labor, materials, services, apparatus, or drawings in order to comply with all applicable laws, ordinances, rules and regulations.

D. Renovations and repairs to the irrigation system shall be made by an individual or firm duly qualified with a minimum of five years’ experience working with systems of similar size and scope, and licensed under Article No. 8751 VTCS, Titled "Licensed Irrigators Act", S.B. No. 259 as passed by the 66th Texas Legislature.

1.7 EXISTING UTILITIES

A. The Contractor shall examine the Site and verify to his own satisfaction the locations and elevation of all utilities and availability of utilities and services required. The Contractor shall inform himself as to their relation to the work and the submission of bids shall be deemed as evidence thereof. The Contractor shall repair at his own expense, and to the satisfaction of the Landscape Architect, for damage to any utility caused by his work.

B. Should utilities be found during excavations, Contractor shall promptly notify the Landscape Architect for instructions as to further action.

1.8 ELECTRIC POWER

A. Electric power to operate the controllers shall be existing at all locations.

1.9 WATER FOR TESTING

A. Water is available on the site necessary for testing, flushing, and jetting.

PART 2 - PRODUCTS

2.1 GENERAL

A. Materials required for repair, replacement, or renovations shall be new and unused. New materials shall match existing equipment and shall deliver precipitation rates consistent with the existing system layout.

2.2 POLYVINYL CHLORIDE PIPE (PVC PIPE)

A. PVC pipe manufactured in accordance with ASTM Standards noted herein.
1. Marking and Identification: PVC pipe shall be continuously and permanently marked with following information: Manufacturer's name, size, type of pipe, and material, PVC number, Product Standard number, and the NSF (National Sanitation Foundation) Seal.
2. PVC pipe fittings: Shall be of the same material as the PVC pipe specified and compatible with PVC pipe furnished. Solvent weld type shall be for Schedule 40.
3. PVC Pipe: All piping for Lateral and Mainline shall be minimum class 200, sized to allow a maximum flow velocity of five feet per second.

2.3 SWING JOINTS

A. Swing joints shall be O-ring seal type. Use Lasco or approved equal.

2.4 WIRE AND SPLICES

A. All wire shall be single strand solid copper, minimum 14 gauge with type UF insulation which is Underwriters Laboratory approved for direct underground burial when used in a National Electrical Code Class II Circuit (30 volts AC or less) as per Articles 725 and 300. Voltage drop shall be taken into consideration.

B. All wire shall be color coded so that the common wire shall have white insulation and the signal wires shall have red insulation.

C. All splices shall be made with King one step Dry splices Tan or Larger.

D. All connectors shall be UL listed, rated 600 volt, for PVC insulated wire. No wire splices shall be buried.

2.5 MANUAL VALVES

A. Manual valves 2 ½" and smaller shall be all brass, globe type with composition disc rated at 150 pounds W.O.G.

B. All valves shall have wheel handles unless cross handles are called for on the plan.

2.6 VALVE BOXES – AMATEK

A. A box shall be provided for all valves.

B. Valve boxes shall be made of high strength plastic suitable for turf irrigation purposes.

C. Boxes shall be suitable in size and configuration for the operability and adjustment of the valve.

D. Extension sections will be used as appropriate to the depth of piping.

E. All valve box covers shall bolt down or have locking mechanisms.

2.7 POP-UP SPRAY, MICRO-SPRAY, STREAM SPRAY, ROTORY AND STREAM BUBBLER HEADS

A. Spray heads shall have a 4" pop-up or 12” pop-up height, as required. The sprinkler body and all related parts shall be plastic cycolac or polycarbonate. They shall have a spring retraction for positive return action of the pop-up nozzle. The spring for retraction and the adjustable nozzle screw shall be made of corrosion resistant materials.

B. All heads are to be operated and site adjusted to match precipitation rate of all heads in the zone with proper nozzle selection and arc adjustments.

2.8 DRIP IRRIGATION

A. New dripperline shall be Techline CV as manufactured by Netafim Irrigation, Inc. Dripper flow rate and spacing shall be consistent with existing installations on the site, and shall include manufacturer’s requirements as noted in this section.

B. Soil Staples (TLS6): All on-surface/under mulch Techline CV/Techline Techlite installations shall be held in place with Techline Soil Staples spaced evenly every 3’ to 5’ on center, and with two staples on each change of location.

C. Line Flushing Valves: All new drip installations shall include Netafim Automatic Line Flushing Valves. Techline CV zones do not require an automatic line flushing valve but must have a manual flushing port(s) in the position that an automatic flush valve would be positioned.

D. Pressure Regulator: A pressure regulator shall be installed at any new drip to ensure operating pressures do not exceed system requirements. The pressure regulator shall be a Netafim Pressure Regulator

E. Disc Filter: A disc filter shall be installed at any new drip zone valve to ensure proper filtration. The filter shall be a Netafim Disc Filter.

2.9 AUTOMATIC CONTROLLER (Existing)

A. Electric irrigation controller shall be capable of operating multiple zones simultaneously.

B. Power source shall be standard 117=/- volt 60 Cycle AC. Output for operation of companion solenoid actuated valves shall be 24 volts 60 Cycle AC.

C. Operation of the controllers shall be full automatic, incorporating one 24 hour clock and 14 day calendar per controlled number of electric valves shown on the plan to start the sprinkling cycle any hour or hours of the day or night of any day or days over a repeating 14 day period.

D. The controller shall be capable of repeating watering cycles as required with a maximum delay between the ending of one cycle and the beginning of the next not to exceed 2 hours. Control shall provide optional semi-automatic operation whereby the automatic cycle may be started independent of the clock and manual operation whereby any station may be operated by hand independent of all timing mechanism. The choice of automatic day or hour programming shall

E. The automatic controller shall be equipped with rainproof, locking housing.

F. Provide automatic rain/freeze shutoff with controllers.

2.10 2.10 ELECTRIC REMOTE CONTROL GLOBE VALVES

A. New remote control valves shall match existing valve models previously installed on the site, sized as recommended by the manufacturer to accommodate the actual flow rate.

B. A flow stem adjustment shall be included in any new electric valve.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Hand dig only, within the root zone of existing trees and shrubs. Do not dig within the ball of newly planted trees or shrubs.

B. No irrigation trench shall be run under the canopy or across the roots of an existing tree from side to side. The “air spade” method shall be used for the installation of all pipes and wires within the root zone of any existing tree. Proposed routes shall be approved by the owner’s representative before installation.

C. All material and equipment shall be delivered to the Worksite in unbroken reels, cartons or other packaging to demonstrate that such material is new and of a quality and grade in keeping with the intent of these Specifications.

3.2 EXCAVATION AND TRENCHING

A. New or renovated pipes shall be installed in accordance with the requirements of this section. The banks of trenches shall be kept as nearly vertical as practicable. Trenches shall be wide enough to allow a minimum of 4" between parallel pipelines or electrical wiring. Where rock excavation is required, or where stones are encountered in the bottom of the trench that would create a concentrated pressure on the pipe, the rock or stones shall be removed to a depth of six (6) inches minimum below the trench depth indicated. The over depth rock excavation and all excess trench excavation shall be backfilled with loose, moist earth or sand, thoroughly tamped. Whenever wet or otherwise unstable soil that is incapable of properly supporting the pipe is encountered in the trench bottom, such shall be removed to a depth and length required, and the trench backfilled to trench bottom grade as hereinafter specified, with course sand, fine gravel or other suitable material.

B. Bottom of trench grade shall be continued past ground surface deviations to avoid air pockets and low collection points in the line. The minimum cover specifications shall govern regardless

of variations in ground surface profile and the occasional deeper excavation required at banks and other field conditions. Excavation shall be such that a uniform trench grade variation will occur in all cases where variations are necessary.

C. Trench excavation shall comprise the satisfactory removal and disposition of all materials, and shall include all shoring and sheeting required to protect the excavation and to safeguard employees.

D. During excavation, material suitable for backfilling shall be stockpiled in an orderly manner a sufficient distance back from edge of trenches to avoid overloading and prevent slides or cave-ins. Material unsuitable for backfilling shall be wasted as directed by the Owner's Representative. When excavated material is of a rocky nature and the topsoil or any other layer of excavated material is suitable for pipe bedding and backfill in the vicinity of the pipe, such material shall be separately stockpiled for use in such bedding and pipe backfill operations, unless satisfactory imported material is used.

E. All excavations and backfill shall be unclassified and covered in the basic bid. No additional compensation will be allowed for rock encountered.

F. Restore all surfaces, existing underground installations, etc., damaged or cut as a result of the excavations to their original conditions in a manner acceptable to the Owner's Representative.

3.3 PIPE INSTALLATION

A. New or renovated sprinkler mains: Sprinkler mains are that portion of piping from water source to electric valves. This portion of piping is subject to surges since it is a closed portion of the sprinkler system. Sprinkler mains shall be installed in a trench with a minimum of 18 inches of cover from top of pipe.

B. Use thrust blocks on mainline 'ells', if needed.

C. New or renovated lateral piping: Lateral piping is that portion of piping from electrical valve to sprinkler heads. This portion of piping is not subject to surges since it is an "open end" portion of the sprinkler system. Lateral piping shall be installed in a trench with a minimum of 12 inches of cover from top of pipe.

D. Remove lumber, rubbish, and rocks from trenches. Provide firm, uniform bearing for entire length of each pipeline to prevent uneven settlement. Wedging or blocking of pipe will not be permitted. Remove foreign matter or dirt from inside of pipe before welding, and keep piping clean during and after laying pipe.

E. PVC pipe shall not be installed where there is water in the trench, nor shall PVC pipe be laid when temperature is 40 deg. F or below or when rain is imminent. PVC pipe will expand and contract as the temperature changes. Therefore, pipe shall be snaked from side to side of trench bottom to allow for expansion and contraction.

3.4 PVC PIPE AND FITTING ASSEMBLY

A. Solvent: Make solvent-welded joints following standards noted herein. Thoroughly clean pipe and fittings of dirt, dust, and moisture with an approved PVC primer before applying solvent. Do not use excessive solvent.

B. PVC to Metal Connection: Work metal connections first. Use a non-hardening pipe dope such as Permatex No. 2 or "Teflon" tape on threaded PVC to metal joints. Use only light wrench pressure.

C. Threaded PVC Connections: Where required, use threaded PVC adapters into which pipe may be welded.

3.5 HYDROSTATIC TESTS

A. Pressure Test: After the pipe is laid, the joints completed, and the trench partially backfilled, leaving the joints exposed for examination, the newly laid piping or any valved section of main pressure line piping shall, unless otherwise specified, be subjected for four hours to a hydrostatic pressure test of normal campus water pressure. Each valve shall be opened and closed during the test. Enclosed pipe, joints, fittings, and valves shall be carefully examined during the partially open trench test. Joints showing visible leakage shall be replaced or remade, as necessary. Cracked or defective pipe, joints, fittings, or valves discovered in consequence of this pressure test shall be repeated until the test results are satisfactory. All replacement and repair shall be at contractor's cost.

3.6 CONTROL WIRE INSTALLATION

A. All new control wire less than 500 feet in length shall be continuous without splices or joints from the controller to the valves. Connections to the electric valves shall be made within 18 inches of the valve using connectors specified in Paragraph 2.04 of this section, unless otherwise approved by the Owner’s Representative in writing.

B. All new control wires shall be installed at least 18 inches deep. Contractor shall obtain the Owner’s Representative's approval for wire routing when installed in a separate ditch. Control wires shall be installed in a common ditch with piping; however, wires must be installed below and to one side of the piping.

C. Wrap new wire with nylon tie wraps every 10 feet and loop at every mainline ‘ell’. All new wires shall be coiled with 18” of slack at all valves and “ells” in the trench.

D. All new wire passing under existing or future paving, sidewalk, construction, etc., shall be encased in PVC Schedule 40 conduit extending at least 2 feet beyond edges of paving, sidewalks, or construction.

3.7 POP-UP SPRAY, MICRO-SPRAY, STREAM SPRAY, ROTORY AND STREAM BUBBLER HEADS

A. Provide new heads and nozzles where required to accommodate new plantings.

B. New Pop-up spray and micro-spray heads shall be installed on a “flex” pipe connector as detailed. New Rotary heads shall be installed on a double swing joint connected to the lateral pipe. New Bubblers shall be a tree well flexible riser-bubbler head on a flex pipe. Provide wire staple to secure the bubbler to the top of the root ball. Keep heads a minimum of 4 inches from paved surfaces.

C. Heads shall be set with underside of flange flush with the finished grade.

D. Contractor will be required to adjust heads as necessary after establishment of new grass or other plant material.

3.8 VALVE AND VALVE BOX PLACEMENT

A. All new manual, electric, and quick coupling valves shall be in boxes as specified in Paragraph 2.6 of this section, and shall be set with a minimum of six (6) inches of space between their top surface and the bottom of the valve box. The base of the box shall be filled with pea gravel per manufacturer’s installation instructions.

B. Valves shall be fully opened and fully closed to ensure that all parts are in operating condition.

C. Valve boxes shall be set plumb, vertical, and concentric with the valve stem.

D. Any valve box which has moved from this required position so as to prevent the use of the operating wheel of the valve shall be reset by the Contractor at his own expense.

3.9 ELECTRIC CONTROLLER

A. Electric controllers are existing.

B. The contractor shall ensure that existing rain and freeze sensors are functioning properly, or replace / install new rain and freeze sensors compatible with the existing control units.

3.10 ELECTRIC REMOTE CONTROL VALVES

A. Any new remote control valves shall be sized as accommodate the actual flow rate. All electrical connections shall be made when the weather is dry with connection kits as specified in Paragraph 2.04 of this section in strict accordance with manufacturer's recommended procedures. All remote control valves shall be installed in a horizontal position, in accordance to the manufacturer's published installation instructions.

B. It shall be the responsibility of the Contractor to furnish and install the proper size wire on any new low voltage circuit from the existing controller to the various electric remote control valves.

C. Consideration shall be given to each circuit for allowance of voltage drop and economy consistent with accepted practices of electrical installation. Under no circumstances shall the voltage of any branch circuit be reduced more than proper due to length of run exceeding the maximum allowable for the wire size used.

3.11 BACKFILL AND COMPACTION

A. Any new trenches shall be carefully backfilled with the excavated materials approved for backfilling, consisting of earth, loam, sandy clay, sand, gravel, soft shale, or other approved materials, free from large clods of earth or stone. Rock, broken concrete, or pavement, and large boulders shall not be used as backfill material. Leave no rocks in contact with pipe when filling and settling trenches. The backfill shall be thoroughly compacted and evened with the adjacent soil level.

B. Compact new trenches in areas to be planted by thoroughly flooding the backfill in 8 inch lifts. Compact all other areas by flooding or hand tamping in 8 inch lifts to avoid settling at a later date. The jetting process may be used in areas when flooding.

C. Backfill for all new trenches, regardless of the type of pipe covered, shall be compacted to a minimum of 90% density.

D. Any new trenches improperly backfilled, or where settlement occurs, shall be reopened to the depth required for compaction, then refilled and compacted with the surface restored to the required grade and left in a completed surface condition as described above.

E. Specifically tamp backfill under new or replaced heads and around the flange of new or replaced heads for one foot (1') by a suitable means after trench backfill has dried from flooding to prevent heads loosening in the ground.

3.12 FINAL ADJUSTMENT

A. Make final adjustment of the entire sprinkler system including existing and renovated equipment, prior to Owner’s Representative's final inspection.

B. Completely flush new pipes and heads to remove debris from lines by removing nozzle from heads on ends of lines and turning on system.

C. Check sprinklers for proper operation and proper alignment for direction of throw.

D. Check each new and existing section for operating pressure and balance to other sections by use of flow adjustment on top of each valve.

E. Check all renovated and existing nozzles for proper coverage, with consideration of prevailing wind conditions. Nozzles shall provide complete coverage with minimum overspray onto walls, walks, and pavement.

3.13 TEMPORARY ABOVE GRADE IRRIGATION

A. Provide 100% coverage of any seeded or sodded areas outside the intended limits of the irrigation system until fully established to Owner’s satisfaction. Maintain system in fully operational manner.

3.14 CLEAN-UP

A. The Worksite shall be thoroughly cleaned of all waste materials and all unused or salvaged materials, equipment, tools, etc. on a daily basis. No waste pieces of installation work shall be discarded into trenches, around heads, valve boxes. Any discarding of waste materials in such areas will require excavation of already backfilled trenches for inspection.

B. After completion of the work, areas disturbed shall be leveled and the Worksite shall be raked clean and left in an orderly condition.

END OF SECTION 328400

SECTION 32 9200

SEEDING AND SODDING

PART 1 - GENERAL

1.1 This document is supplied to the Contractor to set requirements for repair work or new installation.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

1.3 SUMMARY

A. Section Includes:
1. Initial removal of weeds on site.
2. Soil preparation and tilling ~~organic~~ compost into existing rough graded existing topsoil.
3. ~~Hand m~~Mixing ~~organic~~ compost into existing soil at root zone of existing trees to remain.
4. Fine grading and removal of debris.
5. Germinating weeds for second eradication prior to seeding or sodding.
6. ~~Hand r~~Removal or raking away of dead weeds.
7. Seeding grasses.
8. Sodding of grass as designated on landscape plans.
9. Establishment of grass.

B. Alternates: Refer to "Alternates" for description of Work in this Section affected by alternates.

1.4 REFERENCES

A. Codes and regulations of the jurisdictional authorities.

B. Reference Codes and Standards

AASHTO: M140, M208.
ASTM: C33, C51.
U.S. Department of Agriculture and Texas Department of Agriculture
Federal Seed Act

1.5 QUALITY ASSURANCE

A. Qualifications:
1. Manufacturer: Company specializing in manufacturing Products specified with minimum 5 years documented experience.

2. Installer: Seeding Contractor specializing in performing the Work of this Section with minimum 8 years documented experience of seeding native grasses similar to those specified. Provide list of ten (10) sample projects requiring the establishment of seeded native grass areas. Five of the Contractor's sample projects must be within 100 miles of the project site. Provide name of project, Owner, Owner's contact person with phone number, size of project in acres or square feet, description of grasses installed, method of seeding, year installed, and length of maintenance provided for seeded areas. If the installer cannot provide this information to the Owner, then the company will not be qualified to perform the project. The Owner must approve the Seeding Contractor's qualifications per the General Conditions during the Pre-Qualification or Bid period.

B. Inspections:
1. Make written request for inspection after seeding operations have been completed. Such inspection is for the purpose of establishing the Maintenance Period.
2. Submit written requests for inspections to the Owner's Representative at least seven (7) days prior to anticipated inspection date.

1.6 SUBMITTALS

A. Submit the following for approval in accordance with contract related submittals in a single package to the Owner's Representative within fifteen (15) days of award of the General Contract.

B. All delivery receipts and copies of invoices for materials used for this work shall be subject to checking by the Owner's Representative. The Contractor shall offer proof of materials' compliance to the specifications to the Owner's representative prior to installation. Various samples, certificates, and specifications of seed, and other materials shall be submitted for approval as required by subsequent sections of this specification and Section 329300. The Contractor should submit the following certification to the Owner's representative prior to installation.
1. Seed: Submit source of grass seed with analysis and guarantee of seed purity.
2. Sod: Certified, each delivery bearing a certification tag and label as required by law.
3. Mulch "overs" (if used): Submit a one gallon sample for spreading or pneumatic blowing as specified in Section 2.4.
4. Organic Compost: Submit a one gallon sample for spreading or pneumatic blowing as specified in Section 2.5.
5. Sources: Submit source of seed required for the project at least 60 days prior to installation.
6. Herbicide: Copy of product information labeled with manufacturer's name and address and chemical analysis. Submit manufacturer's information or cut sheets on products.

C. Work Schedule: The seeding and sodding of grass must occur at stipulated times for germination. Also, time periods are specified to achieve an acceptable stand. Therefore, the Contractor must submit a schedule for the work of this section so that the grass can achieve full coverage as specified by the contract completion date. The schedule must be submitted within 90 days of award of this contract for review and approval of the Landscape Architect, Architect and Owner's Representative. Refer to Subsection 1.12.

D. Submit Maintenance Instructions upon final acceptance. Refer to Subsection 3.9, Paragraph J.

E. Special Warranty: Submit written special warranty registered with manufacturer as specified in this Section.

F. Provide documentation and testing of compost materials as specified in Parts 2 and 3 of this section.

1.7 SELECTION AND ORDERING OF PLANTING MATERIALS

A. Documentation: Submit documentation within 60 days of installation that all materials have been ordered.

B. Unavailable Materials: If proof is submitted that any of the materials specified is not obtainable, a proposal will be considered for use of the nearest equivalent variety with corresponding adjustment of Contract price. Substantiate such proof in writing no later than 30 days after award of Contract.

C. Special Conditions: The above provisions shall not relieve Contractor of the responsibility for obtaining specified materials in advance if special growing conditions or other arrangements must be made in order to supply specified materials.

1.8 JOB CONDITIONS AND PROVISIONS

A. Carefully maintain all site benchmarks, layout points and other points established by other contractors. If destroyed, replacement will be by this Contractor.

B. Coordinate all work of this Section with other on site contractors and the Owner. Give advance notice on sequencing of this work so not to effect the operations of other contractors.

C. All lawn work shall be performed under the direct supervision of a superintendent and laborers thoroughly experienced with the work of this Section and who shall be at the project site for the duration of the work.

D. No lawn work shall take place during inclement weather or when the ground conditions are, in the opinion of the Owner's Representative, not in a condition to be properly worked. No lawn operations shall occur earlier than April 1 nor later than September 30.

E. Erect barricades, snow fencing, hire temporary watchmen or whatever is deemed necessary by the Contractor to totally protect all lawns until 100% established.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Materials and supplies are subject to inspection and sampling for testing. Allow no seed, fertilizer, straw, or other agronomic materials or supplies on Work site other than those for the Project.
   1. Seed: Deliver with labels and tags with each seed bag bearing the following upon delivery:
      a. Source
      b. Analysis of purity and germination tag
      c. Certification tag.
   2. Sod:

a. Deliver sod to job within 12 hours after being cut; place sod within 20 hours after being cut. Allow sod only 8 hours maximum on site.
b. Prior to and after delivery during wet weather, allow sod to dry to the extent that will prevent tearing during handling and laying. During dry weather, water sod to ensure its vitality and prevent dropping of the soil in handling.
c. Analysis of purity and germination tag
d. Certification tag

B. Herbicide: Labeled with manufacturer's name and address and chemical analysis and application requirements. Use only with written permission from Owner.

1.10 PROJECT CONDITIONS OR SITE CONDITIONS

A. Verify and examine site conditions with the Owner's Representative. Proceed when official notice is give to the Contractor that the work site is ready. Proceed with tree protection prior to any site work, demolition or grading.

1.11 SEQUENCING

A. Coordinate grading, soil preparation and other related units of Work specified in other Sections to ensure that grass seed can be supported and installed as indicated.

1.12 SCHEDULING

A. Submit a proposed work schedule to the Owner for approval 90 days after award of contract to General Contractor. After approval, no modification shall be made to this schedule without written authorization by the Owner. List anticipated start and stop dates for each segment of work up to and including final acceptance.

B. In general, the work shall proceed as rapidly as the site becomes available, consistent with normal seasonal limitations for lawn work.

C. Note: The grasses must be fully, 100% established by the contract completion date. The Contractor should allow for a minimum of 150 days to establish the grasses.

PART 2 - PRODUCTS

2.1 SEED FOR TEMPORARY GRASS (ADD ALTERNATE NO. ___ TO BID) (if the project schedule occurs such that the permanent grass seed cannot be installed and established prior to October 15th.)

A. Provide seed free of all weeds, including but not limited to quack grass, bentgrass, nut sedge, Johnson grass, clover, dock, cheat, chess, chickweed, dallisgrass, plantain, black medic, red fescue, and tall fescue. Seed shall have a germination and purity that will produce, after allowance for Federal Seed Act tolerances, a pure live seed content of not less than 90%. All seed must be fresh, clean and new crop seed. Seed must be dated material from last available crop, with date of test not more than nine months before date of sowing. Seed shall be labeled in accordance with U.S.D.A. and State Department of Agriculture requirements.

B. Refer to plan for areas scheduled for seeding.

C. Temporary seed and rate for areas of native grasses:
1. Cereal Rye Grain – cover crop
2. Rate: 10.0 pounds Pure Live Seed per 1000 square feet
3. Seed available from Native American Seed, Junction, Texas, (1-800-728-4043), or approved equal source located within a 250 mile radius of site.

2.2 SEED FOR NATIVE GRASSES

A. Provide seed free of all weeds, including but not limited to quack grass, bentgrass, nut sedge, Johnson grass, clover, dock, cheat, chess, chickweed, dallisgrass, plantain, black medic, red fescue, and tall fescue. Seed shall have a germination and purity that will produce, after allowance for Federal Seed Act tolerances, a pure live seed content of not less than 90%. All seed must be fresh, clean and new crop seed. Seed must be dated material from last available crop, with date of test not more than nine months before date of sowing. Seed shall be labeled in accordance with U.S.D.A. and State Department of Agriculture requirements.

B. Refer to plan for areas scheduled for seeding by Pneumatic blowing.

C. Native Sun Turf Grass seed mix and rate:
1. Native Sun Turf Mix (66% Buffalograss and 34% Blue Grama by weight)
2. Rate: 3.5 pounds Pure Live Seed per 1000 square feet
3. Native grass mix seed available from Native American Seed, Junction, Texas, (1-800-728-4043), Turner Seed, Breckenridge, Texas (1-800-722-8616) or approved equal source located within a 300 mile radius of site.

D. Native Grass seed: Each species must meet minimum purity standard of 95%. Each species must be labeled and indicate percent germination, germination test date and quantity supplied. Submit seed vendor's certification for required percentages of purity and germination.
1. Germination shall include hard seed and/or firm seed and/or dormant seed as determined by an approved certified seed testing laboratory. All seed shall be tested in a certified seed laboratory with certified results presented to the Owner’s Representative in writing prior to planting.
2. All seed must meet the requirements of the Texas Seed Law including testing and labeling for bulk seed.
3. All seed shall be of the previous season's crop and within seven (7) months prior to the planting date.
4. All seed must be labeled and free of noxious weeds. Each seed container must have at least one approved Department of Agriculture seed tag on the inside of the container and one secured to the outside of the container. The seed tags shall indicate the botanical name, common name, purity and germination as specified the Texas Seed Laws. Each variety of wildflower or native grass seed must be supplied and delivered to the job site in separate container or bag.
5. Grass seed shall be incorporated onto the soil by compost or compost/mulch seeding for even distribution of each species or mix.

2.3 SOD

A. Well-rooted certified sod, at least 18 months old.

1. Sods:
   a. Buffalograss 'Prairie' (Buchloe dactyloides 'Prairie')
   b. Bermudagrass (Cynodon dactylon)

B. Sod and attached soil free from any noxious weeds such as quack grass, garlic, Johnson grass, dallisgrass, nutsedge, Canada thistle, and other turf weeds.

C. Mowed in production field to height of not more than 2-1/2 inches within five days prior to lifting.

D. Machine cut for Big Roll and to a depth equal to growth of fibrous roots, uniform soil thickness of 3/4 inch, plus or minus 1/4 inch. Measurement for thickness to exclude top growth and thatch.

E. Cut in Big Roll strips strong enough to support it's own weight and retain size and shape when unrolled. Small, irregular or broken pieces of sod are prohibited.

2.4 COMPOST – pH Balanced

A. Compost that has been produced by aerobic (biological) decomposition of organic matter and meets the requirements set forth by the United States Department of Agriculture and the United States Composting Council (USCC), "Test Methods for the Examination of Composting and Compost" (TMECC), shown in Table 1. Compost feedstock may include, but is not limited to, leaves and yard trimmings, biosolids, food scraps, food-processing residuals, manure or other agricultural residuals, forest residues, bark, and paper. Ensure compost and wood chips do not contain any visible refuse, other physical contaminants, or any substance considered to be harmful to plant growth. Do not use materials that have been treated with chemical preservatives as a compost feedstock or as wood chips. Do not use mixed municipal solid waste compost. Provide compost meeting all applicable United States Code of Federal Regulations (CFR), Title 40, Part 503 standards for Class A biosolids and Texas Commission on Environmental Quality (TCEQ) health and safety regulations as defined in the Texas Administrative Code (TAC), Chapter 332, including the time and temperature standards in Subchapter B, Part 23. Meet the requirements of the USCC Seal of Testing Assurance (STA) program.

Table 1
Physical Requirements for Compost

Particle Size: 95% passing 16 mm in accordance with TMECC 02.02-B, "Sample Sieving for Aggregate Size Classification"
Heavy Metals: Pass in accordance with TMECC 04.06, "Heavy Metals and Hazardous Elements" 04.06-As, Arsenic 04.06-Hg, Mercury 04.06-Cr, Chromium 04.06-Mo, Molybdenum 04.06-Cd, Cadmium 04.06-Ni, Nickel 04.06-Cu, Copper 04.06-Se, Selenium 04.06-Pb, Lead 04.06-Zn, Zinc
Soluble Salts: below 5 mmhos/cm in accordance with TMECC 04.08-A.
pH: 6.5 – 7.5
Maturity: germination and vigor greater than 80% in accordance with TMECC 05.05-A, "Germination and Vigor"

Particle Size: 95% passing 16 mm in accordance with TMECC 02.02-B, "Sample Sieving for Aggregate Size Classification"
Organic Matter Content: 25-65% (dry mass) in accordance with **TMECC 05.07-A, "Loss-On-Ignition Organic Matter Method"**
Stability: less than 4 in accordance with TMECC 05.08-F, "Biological Available Carbon"
Fecal Coliform: Pass (< 1000 per gram dry wt) in accordance with TMECC 07.01-B, "Fecal Coliforms"
AgIndex: above 8 to insure salts present are nutrient salts and not more sodium and/or chloride salts

B. The contractor is obligated to provide testing of the compost at the supplier's yard and at the job site for quality assurance.

C. Testing of Compost at the Supplier's Yard

1. Before delivery of the compost, provide Quality Control documentation that includes the following:
   a. the feedstock by percentage in the final compost product,
   b. a statement that the compost meets federal and state health and safety regulations,
   c. a statement that the composting process has met time and temperature requirements,
   d. a copy of the producer's STA certification, and
   e. a copy of the lab analysis on the compost submitted, performed by an STA-certified lab, verifying that the compost meets the requirements of Table 1.

   When furnishing biosolids compost, also provide a copy of the current TCEQ Compliance Statement signed by the supplier's facility manager.
2. Provide a designated project stockpile of compost for sampling and testing at the producer's site. A one (1) gallon size sample from the designated stockpile will be taken by the Contractor. Sample shall be packed in an air-tight Ziploc freezer bag. Pack sample between ice packs and pack in a sturdy foil-lined box/pail/bucket for overnight shipping. Include Chain of Custody form. On the form, check the following:
   a. Sample Matrix – compost
   b. Sample Container – plastic bag
   c. Shipping Temperature – wet ice
   d. Selected Analysis - Table 1

   A one (1) gallon size sample from the designated project stockpile will be taken by the Contractor and delivered to the Owner's Representative for matching of samples to the material delivered to the job site.

   Contractor shall send Samples to the STA certified lab (a lab other than the one used by the producer) as selected by the Owner's Representative. Make payment to the STA-certified lab chosen by the Owner's Representative for the required Quality Assurance testing. Test results shall be sent to the Contractor and the Owner's Representative directly from the lab.
3. Owner's Representative shall receive copy of log books to check that time and temperature standards have been achieved for pathogen reduction. (Piles should reach a minimum internal temperature of 132 degrees for 15 days with at least 5 turnings).
4. Maintain compost in designated project stockpiles at the supplier's site until accepted by the Owner's Representative based on testing per Table 1. The Owner's Representative reserves the right to sample compost at the job site to ensure it matches the sample submitted.

5. One (1) gallon sample taken from the designated project stockpile for submittal to the Lab shall be duplicated to the Owner's Representative each time samples are sent to the Lab for testing until a sample is approved. The approved sample will be held by the Owner's Representative for comparison to approved stockpiled material to be delivered to the job site.

2.5 TESTING OF THE COMPOST AT THE JOB SITE

NOTE: Contractor is advised to test the designated compost stockpile at the supplier's yard prior to loading to ensure the designated pile passes the compost maturity test. If the compost does not pass the test at the jobsite, it will be rejected.

1. Use Solvita® Compost Maturity Test Kit or approved equal. Solvita® test kit shall be recently purchased and shall be stored in a refrigerator protected from heat until use at the site. (The two parameters which Solvita® measures (CO2 / NH3) are the mostly frequently cited factors that correlate closely with maturity and potential phytotoxicity. Ammonia is also an odorous aerosol toxicant and is a potential worker hazard at agrocultural and compost facilities.) Provide Compost maturity test results to measure both carbon-dioxide (CO2) and ammonia (NH3) evolution and provide a Maturity Index value, useful or compost quality evaluation. Compost maturity test is TMECC Test #05-08A.
2. Provide results to Owner's Representative at the job site.
3. Physical inspection of the material shall be performed at the same time by the Owner's Representative.
4. Owner's Representative has the right to reject the material if it does not meet the above parameters.

2.6 COMPOST/MULCH MIX FOR COMPOST SEEDING ON SLOPES 3:1 AND GREATER

A. Compost/Mulch Mix: consisting of 50% mulch "overs" blended with 50% compost measured by volume.
   1. For grass area (seeded) base, apply compost mix 2 inches deep (0.17 foot) on prepared soil bed. For slopes, apply material 3 ft. over the top of the slope overlapping any existing vegetation wherever possible.
   2. Maximum Slope: Do not apply to slopes steeper than 3 Horizontal: 1 Vertical without utilizing additional erosion controls.

2.7 MULCH FOR COMPOST/MULCH MIX FOR SEEDING ON SLOPES 3:1 AND GREATER

A. Mulch "overs" consisting of composted mulch or untreated wood-based mulch with particulate sizes of fine grade at 1/4" to 1/2" and coarse grade at 2" to 3". A mixture ratio of 3:1 (fine:coarse) is recommended. On thicker applications greater than 2", a mix ratio of 2:1 (fine:coarse) may be used.

2.8 CHEMICAL HERBICIDE –

A. Selective herbicide used to remove weeds prior to lawn installation. Use of herbicides is to be of limited nature because of the potential to damage the viability of the soil and therefore the retardation of future plant growth. Contractor shall submit to Owner's representative a written list of herbicide schedule with justification, and "Material Safety Data Sheets".

B. If weeds exist within proposed landscape areas at the beginning of work, spray with a nonselective herbicide such as Roundup.

C. Clear and remove these existing weeds upon herbicide's completed action by grubbing off all plant parts at least 1.5" below the surface of the soil.

2.9 ORGANIC FERTILIZER - see 32 01 01.

2.10 WATER

A. Potable. Available on site. Part of the site will be watered by an underground irrigation system. Most of the site will require temporary irrigation. Refer to the irrigation specifications and plans. Keep seed beds and sod moist at all times with frequent, light watering.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.

1. Verify that all areas to receive lawns are clear of stones larger than 1 inch diameter, weeds, debris and other extraneous materials.
2. Verify that rough grades are within 2 inches plus or minus of the required finished grades. Report all variations in writing.

B. Soil Moisture:
1. Inadequate Moisture: Do not commence work of this section when soil moisture content is so great that excessive compaction will occur, nor when it is so dry that dust will form in air or that clods will not break readily. Apply water, as necessary, to bring soil to an optimum moisture content for planting.

C. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the owner.

3.2 PREPARATION

A. Thoroughly rip/disrupt/break up/shatter the soil to a minimum depth of 8", preferably deeper due to typical construction site compaction. Re-compact to industry standards using a standard gill or comparable piece of equipment. Remove non-soil materials and construction debris such as wood, rock, brick, cement, pipe, sheetrock, metal, paint, plastic, glass, etc. and unacceptable clays, then re-grade subsoil to established grades for proper drainage.

B. Note that a lawn sprinkler system will have been installed, in which case it will be necessary to stake heads and to take necessary measures to prevent damage to system. Unless it has rained at least one inch within 24 hours prior to planting, water lawn areas thoroughly to provide a moist, not wet, bed before planting.

C. Insure positive drainage away from building and all planting areas adjacent to the building. Insure positive drainage at all lawn areas. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.

D. Remove foreign materials and undesirable plants and their roots. Do not bury foreign material beneath areas to be seeded. Remove contaminated subsoil.

3.3 AREAS OF APPROVAL

A. Delineate the area scheduled for sodding on the site using the drawing to scale the shape and size of the planting area.

B. The Owner's Representative shall approve the area delineated to receive sod prior to planting.

3.4 SOIL PREPARATION AND WEED REMOVAL

A. Note: During hauling operations, keep walkway and roadway surfaces clean. Promptly remove compost or other material.

B. Weed and grass removal in areas scheduled for seeded grass:
1. If site has been freshly graded, compacted or disturbed due to construction efforts, water site for minimum two weeks to encourage weed germination and growth.
2. Apply a nonselective herbicide (e.g. "Roundup" or approved equal) to thoroughly exterminate existing grasses, weeds, or other vegetation (unless noted on the drawing or in the field by the Owner's Representative for protection) in areas scheduled to receive seeding for grasses. Totally remove all grasses and weeds, unless directed otherwise by Owner's Representative.
3. In area of existing trees to remain lightly scarify the soil to remove seedlings and other ground vegetation to a depth not to exceed 2". Keep all scarification a minimum of 8 feet from the base of all Post Oak trees. If exposed roots are on the surface of the soil DO NOT SCARIFY. Do not add topsoil within drip line of Post Oaks.

C. Remove branches, roots, weeds, rocks, trash and other material foreign in nature from the existing stockpiled topsoil prior to placing topsoil.

D. 2" Topsoil added: Once subsoil is lightly but firmly re-compacted, spread existing stockpiled topsoil over areas to be seeded to a depth which will produce a 2 inch depth minimum after natural settlement and will conform to finish lines, grades and elevations. Add this soil from the outside of the site in, so the subsoil and topsoil create an interface (mingled) layer instead of two distinct layers with the possibility of a pan layer being generated. DO NOT add additional topsoil over root zones of existing trees.

E. Do not drive over re-graded/scarified subsoil clays- dump topsoil on the outside of the site and with a tractor/dozer push topsoil onto scarified clays. Make equipment ride on top of topsoil as this will allow topsoil to partially mix with subsoil clays creating an interface layer instead of a compacted pan layer.

F. Fine grade, level and scarify with a weighted spike harrow, spike float drag, or by hand raking. Leave no depressions, ruts, soft spots or humps. Finish to lines or elevations shown and parallel to proposed finished grade, as approved. Maintain positive drainage on site. Remove rocks, clods, weeds, trash or debris from area to be seeded. Remove rocks and other foreign materials 1 inch or greater in any dimension. Legally dispose debris off site.

G. Place and spread compost over topsoil to depth which will produce a 2 inch depth after natural settlement and will conform to finish lines, grades and elevations. Till or disk topsoil and compost to 4 to 6 inch depth into existing subsoil to eliminate slip-plane between the three materials and to prepare an acceptable bed for seed. Make a minimum of one pass to break up clods and integrate compost evenly into the existing soil. Penetration of soil to a depth of 5" is desired to encourage dormant seed grass and weed growth. Do not till if soil is wet.

H. Under existing trees, place and spread compost over area to depth which will produce a 1 inch depth after natural settlement and will conform to finish lines, grades and elevations. Air spade mix compost into native soil to 3 inch depth to eliminate slip-plane between the materials and to prepare an acceptable bed for seed. Make a minimum of one pass to break up clods and integrate compost evenly into the existing soil.

I. If soil or weather conditions are unsuitable, cease compost operations. Resume compost operations when proper conditions prevail.

J. Second weed and grass removal in areas scheduled for seeded grass: Water tilled and fine graded areas to receive grass 3 weeks prior to seeding to encourage additional disturbed weed and native grass germination and growth. Apply a nonselective herbicide or organic herbicide to thoroughly exterminate existing grasses, weeds, or other vegetation (unless noted on the drawing or in the field by the Owner's Representative for protection) in areas scheduled to receive seeding for grasses. Totally remove all grasses and weeds, unless directed otherwise by Owner's Representative.

K. If weeds should germinate prior to seeding, hand pull or re-apply herbicide or organic herbicide to eradicate weeds, do not injure grass.

3.5 METHOD OF SEEDING

A. If not specifically identified on the drawing, the Contractor should seed the grass with the best method for establishing the specified grass, grass mix or grass/wildflower mix. Acceptable seeding methods follow.

3.6 LAWN SEEDING

A. After soil preparation and weed removal is approved by the Contracting Officer, commence with seeding for buffalograss, bermudagrass, or ryegrass.

B. Timing: If weeds should germinate prior to seeding, re-apply herbicide to eradicate seeds. The following lawn grasses should be seeded within these respective dates:
   1. Blue Grama and Buffalograss: May 1 - August 1

C. Seeding: Clean seeders as approved prior to starting work. Apply seed mixture directly after fertilizing with Brillion seeder, drill seeder, or other approved mechanical seeder at rate specified for various areas.

D. Blue Grama and Buffalograss: Drill seeding with hydromulch cap. The Contractor shall provide a Minimum two applications in lawn areas. This is the preferred method to be used in seeding unless written approval received.
   1. Drill seed or broadcast buffalograss seed in designated area using two pounds pure live seed per 1000 square feet for lawn area; one pound pure live seed per 1000 square feet for wildflower and native grass area. Incorporate seed into soil to a depth of ¼ inch to 1/2 inch. Roll and wet seeded areas prior to mulching.
   2. Finish as follows:
      a. Lawn areas with slopes less than 3:1: Raked surface.
      b. Roadside area with slopes less than 3:1: Scarified surface.
      c. Slopes 3:1: or greater: Leave surface of topsoil in irregular condition with ridges running parallel to contour of slope to prevent erosion.
      d. Rolling: Directly after seeding, roll lawn areas with slopes less than 3:1 using approved lawn roller, weighing 40 to 60 pounds, per foot of width, unless intervening precipitation would cause such rolling to be detrimental.
   3. Apply a Hydromulch cap over seeded area at specified rate.
   4. Reseed entire area scheduled for lawn (unless approved otherwise) within 30 to 45 days of first seeding at rate approved by the Owner's representative based upon extent of establishment of first seeding.
   5. Spot seed bare spots in lawn area remaining every two weeks in order to establish healthy stand of buffalograss with 100 per cent coverage of the area within 120 days.
   6. Do not sow immediately following rain, when ground is too dry, or during windy periods.
   7. Cover seeded slopes where grade is 4 inches per foot or greater with tackifier at increased rate of 3000 pounds per acre.
   8. Replacement: Replant areas of lawn as needed in order to achieve 100 per cent coverage within the specified time frame to establish the lawn.
   9. Reapply fertilizer at specified rate every three to four weeks for three months in lawn area.

3.7 COMPOST OR COMPOST/MULCH SEEDING OF NATIVE GRASS

A. After soil preparation and weed removal is approved by the Owner's Representative, commence with seeding for grasses and wildflowers.

B. Broadcast spread or Pneumatic blow seed native grasses in designated areas.

C. Broadcast spread or Pneumatic blow seed mixed with Compost, for slopes under 3:1, or Compost/Mulch Mix, for slopes 3:1 and greater, over areas to be seeded to depth which will produce a 3/4 inch depth after natural settlement and will conform to finish lines, grades and elevations. The method of installation must be capable of applying seed in all areas shown on plans, including any sloping areas. The contractor must guarantee a minimal thickness of three-quarter (3/4") inches.

D. Apply compost or compost/mulch mix 3 ft. over the top of the slope overlapping any existing vegetation wherever possible. Maximum slope: Do not apply to slopes steeper than 3H: 1V without utilizing additional erosion controls.

E. If soil or weather conditions are unsuitable, cease operations. Resume seeding operations when proper conditions prevail.

F. Do not apply immediately following rain, when ground is too dry, or during windy periods.

G. The grass seed mixes shall be uniformly and evenly distributed over the areas shown on the plans. Broadcast only one species or mix at a time.

H. Roll surface with a light corrugated drum roller.

I. Seed Protection: Identify seeded areas with stakes and string around area periphery. Set string at minimum height of 12 inches. Space stakes at maximum 20'-0" O.C.

J. Replacement: Replant any areas of grasses as needed in order to achieve 100 per cent coverage within the specified time frame to establish the native grass.

3.8 SEEDING OF TEMPORARY LAWNS (ADD ALTERNATE NO. ___ TO BID)

A. Temporary Lawn Seeding: Depending on construction schedule, it may be necessary to establish temporary lawn to prevent erosion and provide an acceptable appearance of areas scheduled to receive lawn. A temporary lawn will be required in those areas designated for lawn grass for which installation must be delayed until the specified seeding dates. Lawns must be accepted after June 1 and prior to November 15, otherwise a temporary lawn must be installed. Perform seeding, fertilizing, watering, weeding and other maintenance to insure full coverage of temporary lawn.

1. Eliminate weeds from areas to be seeded as specified in Section 3.4.
2. Broadcast perennial rye grass seed over entire area at the rate of ten pounds P.L.S. per 1,000 square feet.
3. Broadcast or Pneumatic blow seed mixed with Compost Mix over areas to be seeded to a depth of 1-1/4 inch depth after natural settlement and will conform to minus ¾ inch from finish lines, grades and elevations.
4. Water all seeded areas to establish full stand within 60 days. Do not allow areas to become dry, or water to the extent that seed will be lost by erosion.
5. When it is time to install the permanent turf grass or other planting in these areas, kill the temporary lawn with herbicide and scalp to height of 1/2 inch to receive new grass seed.
6. Broadcast spreading or Pneumatic blow permanent turf grass seed mixed with Compost Mix over areas to be seeded to depth which will produce a 3/4 inch depth after natural settlement and will bring soil to finish lines, grades and elevations.

3.9 SODDING

A. After soil preparation (Section 3.4) is approved by the Owner’s Representative, commence with sodding.

B. Scope of work: Refer to the plans for the location of areas to receive sod. Sod will also be required in areas designated for lawn seeding that exceed 4:1 slope, unless noted otherwise on the drawings. Delineate areas to receive sod and receive approval for area by Owner's Representative prior to planting.

C. Sod bed preparation:
1. Place compost as specified.
2. Compact compost with lawn roller or tractor roller to final compacted thickness as approved.

D. Laying Sod:
1. Time frame for laying sod is from April 1 to October 15.
2. Extend or reduce specified period for laying sod as approved and as necessitated by weather and soil conditions.
3. Final selection of sod: As approved.
4. Do not lay sod when sodding area is muddy or frozen nor when sod is frozen. When soil surface is hot or dry, wet soil to a depth of 2 inches, six to eight hours prior to sodding.
5. Lift sod from trucks or storage piles and place by hand with close joints and no overlapping. When Beck Roll of sod is used, lay as specified and in accordance with the supplier's instructions.
6. Lay first row of sod in straight line. Place subsequent rows parallel to and tightly against each other. Stagger lateral joints to promote more uniform growth and strength. Do not stretch sod. On slopes, lay sod parallel to contours of slope.
7. Peg sod placed on slopes 2:1 or greater. Peg each strip or section of sod with at least two stakes not more than 2 feet apart. Use stakes ½ inch by one inch by 12 inches driven flush with top of sod so that roots are in contact with topsoil.
8. Water sod immediately to prevent excessive drying during progress of work. Sod which dries out will be rejected.
9. Roll entire area as sodding is completed in one section so that sod is without surface irregularities, such as depressions and high spots.
10. Sod strips for preventing erosion at edges of compost seeded grasses to be installed after installation of compost seeding.
11. Irrigate immediately after rolling to wet underside of sod and 1 inch of soil immediately below.

3.10 ESTABLISHMENT PERIOD AND REPLACEMENT

A. The establishment period for sodding and seeding of grasses shall commence at installation and continue throughout the construction period until final acceptance by the Owner's representative.

B. Maintain sodding and seeding and incidental work by performing the following and other operations of care necessary for promotion of growth so that work is in an approved condition throughout establishment period; uniform in color, quality, and coverage; and free of weeds, insects, diseases, surface damage, and other imperfections.
1. Watering: Provide labor and materials for establishment watering. A partial underground irrigation system will be in place in seeded areas.

a. First two to three weeks: Perform watering daily to keep sod and seed beds continuously moist and to maintain moist topsoil to a depth of at least 4 inches. Water during heat of day to help prevent wilting. Water with frequent, light watering and avoid runoff or puddling. Water may be needed more than once a day depending on weather conditions. Water to insure germination and root growth for reseeding work.
b. Remaining weeks: Perform watering weekly, decreasing frequency and increasing amount per application to encourage deep root growth. Water more frequently as needed for germination of reseeding. Water during heat of day to help prevent wilting.

C. Eliminate weeds that emerge in a timely fashion mechanically and/or with a herbicide that will not injure newly seeded plants. The Contractor should allow for a minimum of two organic herbicide applications of areas scheduled for grasses during the establishment period. Weeds that are taller than Buffalograss and Blue Grama seedlings should be mowed to a 2 to 3 inch height.

D. Mowing Bermudagrass:
1. Do not mow until seed or sod is firmly rooted and securely in place and has grown to height of four inches.
2. Mow to height of two inches at first cutting. Thereafter, do not remove more than 1/3 of grass leaf at any cutting.
3. Maintain Common Bermuda between height of 1 1/2 and 2 1/2 inches, unless otherwise directed.

E. Mowing: Buffalograss and Native Sun Turf Mix (Buffalograss with Blue Gramma) native grass lawn areas.
1. Mow Buffalograss and Native Sun Turf Mix when it reaches a height of four to six inches. Do not mow until seed and sod is firmly rooted and securely in place. Mow to height of 2 inches at first cutting. Thereafter, do not remove more than 1/3 of grass leaf at any cutting and mow only to enhance root growth. After Buffalograss and Native Sun Turf is established, mow only once every 3 months until final acceptance.
2. After the first mowing of the grass, apply organic fertilizer at specified rate.

F. Rolling and reshaping: Roll to maintain uniform surface. Roll to eliminate uneven places in sod. Reshape soil surface to maintain positive drainage. Resod and reseed to provide 100% coverage.

G. Applying ~~chemical~~ herbicides, ~~organic herbicides, organic~~ fungicides or ~~organic~~ insecticides:
1. Apply as needed to insure 100% coverage of native grass that is weed, disease and pest free.
2. Treat fire ant mounds as they appear.

H. Replacing seeding and sodding:
1. During maintenance period, replace seeded and sodded areas that are dead or are in an unhealthy, unsightly, or badly impaired condition as soon as possible during specified planting seasons.
2. Make such replacements in the same manner as specified for original seeding and sodding.

I. Coordinate watering schedules with other plantings during installation and until final acceptance.

J. Maintenance Instructions: Submit 2 copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of grasses for one full year. Submit one set of instructions to Owner's Representative for approval. Submit two copies of revised instructions prior to expiration of Contractor's maintenance period(s) required under the contract.

3.11 FIELD QUALITY CONTROL

A. Owner will engage an independent testing and inspecting agency to perform field inspections and tests and to prepare test reports.
   1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from requirements.

B. Correct deficiencies in or remove and replace that inspections and test reports indicate do not comply with specified requirements.

C. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.

3.12 CLEANING

A. Daily removal of rubbish and debris caused by this work from the site.

B. Keep site clean during maintenance period.

3.13 PROTECTION

A. Lawn areas shall be protected against damage from the time work is started until the date of acceptance by the Owner's Representative. The moving of heavy equipment or materials over lawn areas shall be done on planks if necessary.

3.14 INSPECTIONS

A. Make written request for inspection after areas have been seeded and sodded.

B. Submit request for inspection to Owner's Representative at least two (2) days prior to anticipated inspection date.

3.15 FINAL ACCEPTANCE

A. Due to seasonal requirements, final acceptance of this section may not coincide with that of the remaining contract work.

B. Request inspection for final acceptance at least 10 calendar days before the end of the maintenance period.

C. Final acceptance shall be considered the time at which warm season turfgrass areas and seed mix areas are 100% established, and weed, pest and disease free with complete lush cover and no exposed soil areas showing. Weeds shall not occupy more than 5% of any 40'x40' test area.

D. Replace rejected seeded and sodded areas as specified so that repair or replacement is rooted and established prior to approval.

3.16 WARRANTY

A. In accordance with the General Provisions warranty for grasses shall be valid for one year after final acceptance. Replace dead materials and materials not in vigorous, thriving condition as soon as weather permits. Re-seed and re-sod areas where grasses have not established. The opinion of the Owner's Representative as to what constitutes a dead stand of grass shall be final.

B. Replace grasses with same kind as originally planted at no cost to the Owner. Provide one year warranty on replacement plants. Plants should be replaced at start of next season. Protect irrigation system, other piping conduit, or other work during replacement. Repair any damage immediately.

C. Warranty excludes replacement of plants after final acceptance because of injury by storm, drought, drowning, hail, freeze, insects, or diseases. Warranty excludes replacement of plants due to negligence, over watering, or improper maintenance by the Owner or Owner's maintenance contractor.

D. Plants will be guaranteed to be true to species, variety or cultivar as specified.

PART 4 - METHOD OF MEASUREMENT

4.1 MEASUREMENT

A. Seeding and sodding described in this section will be measured on a lump sum basis. Mulch, compost, and related items will not be paid for separately but will be included in the price of seeding and sodding.

PART 5 - BASIS OF PAYMENT

5.1 PAYMENT

A. Compost seeding and sodding will be paid in a lump sum price, which price will be full compensation for preparation of site; furnishing, applying and planting all items; providing all submittals and warranties; furnishing all materials, labor, tools, equipment, and incidentals necessary to complete the work as described in this section and related other sections of these Specifications and plans; as well as maintenance until final acceptance.

B. Work to be based on a Lump Sum Total based on Pay Item Numbers:

Pay Item Number	Pay Item	Pay Unit

329200 – 1	Seeding of Sun Turf Mix	Lump Sum
329200 – 2	Sodding of 'Prairie' Buffalograss	Lump Sum
Add Alt. No. __	Temporary Seeding	Lump Sum

END OF SECTION

SECTION 32 9300

LANDSCAPING

PART 1 - GENERAL

1.1 This document is supplied to the Contractor to set requirements for repair work or new installation.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.3 SUMMARY

A. Section Includes:
1. Providing complete landscaping as shown.
2. Excavation of plant pits.
3. Percolation test of tree pits.
4. Providing plant materials and related items.
5. Finished grading of planted areas.
6. Providing mulch.
7. Providing filter fabric and newsprint.
8. Providing decorative gravels.
9. Providing shovel edge.
10. Warranty and replacements.

1.4 REFERENCES

A. The following Codes, Regulations, Reference Standards, and Specifications apply to work included in this Section and Section 32 9200.
1. Codes and regulations of the jurisdictional authorities.
2. “REFERENCES": Section 01 4200.
a. AASHTO: M288.
b. ASTM: A6, C33.
c. American Standard for Nursery Stock, Edition approved May 12, 2004 by American Nursery and Landscape Association (ANSI Z60.1-2004) - plant materials.
d. Hortus Third, 1976 - Cornell University - plant nomenclature

B. Observation at growing site does not preclude right of rejection at the Worksite. Plants damaged in transit or at the Worksite shall be rejected.

C. Personnel: Perform work only with qualified personnel familiar with required landscaping methods and materials.

1.5 DEFINITIONS

A. Weeds: Any plant not specified on the drawings or accepted as a substitute.

1.6 QUALITY ASSURANCE

A. Source quality control: Furnish certificates of inspection of landscape materials, to accompany shipments, as required by governmental authorities or as requested for inspection by Owner. Comply with applicable federal, state, county and local regulations governing landscape materials.

B. Qualifications:
1. Manufacturer: Company specializing in manufacturing Products specified with minimum 5 years documented experience.
2. Installer: Company specializing in performing the Work of this Section with minimum 5 years documented experience installing projects of similar size and scope. The Landscape contractor shall furnish a list of references or previous work experience as requested by the Owner. The Landscape contractor shall employ only skilled personnel and provide adequate supervision.

1.7 SUBMITTALS

A. Provide representative quantities for approval by Owner's Representative prior to installation. Attach product name, address of manufacturer and/or supplier and appropriate literature to each sample. Literature or Product Data shall consist of manufacturer's current specifications, with catalog cuts, data sheets and installation instructions. Samples shall be submitted no less than 60 days prior to installation.
1. Provide representative quantities (1 quart containers) of decomposed granite, decorative gravels, compost and bark mulch.
2. Tree, Shrub, Perennial, Ornamental Grass and Groundcover Planting Fertilizer: Manufacturers literature of each type proposed.
3. Tree Staking Materials: Confirm staking method with complete material specification.
4. Pre-emergent and Post-emergent herbicide: Manufacturer's literature.
5. ~~Organic f~~Fertilizer and pre-emergent: See 32 01 01.
6. Documentation signed by General Contractor and Owner's representative witnessing each herbicide application. Provide 6 photos of on-site application per occurrence.
7. Metal edging: Manufacturer's literature.
8. Newsprint: Provide source.
9. Filter fabric: Manufacturer's literature.

B. Plant Material Samples: Submit documentation within sixty (60) days prior to planting that all plant materials have been located and are ready to be secured. Arrange specific review procedure of plant materials at time of submission. Submittals and review shall be organized as follows:
1. Preliminary Review: Submit representative photographs for review of all plant materials in the required sizes and in available quantity at least ninety (90) working days prior to shipment to the site.
a. Submittal shall include two (2) items per plant: 1) a minimum of one color 35mm photograph mounted on white bond paper or one color digital image on white bond paper and 2) one color photocopy of the mounted sheet. Include one (1) set for

each plant type and size required for the project. The 8 1/2" x 11" sheet is to include the name and address of the supplier, size of the plant in the picture and Botanical and English name of the plant.

b. Tree photographs shall include a person or device to determine scale, and shall include two photographs of each tree type or group. The two photographs shall be taken at approximately 90 degrees from each other.

c. Provide any additional tree groups and specimen photographs as required to illustrate the quality and/or quantity of material.

d. Poor quality photographs, photographs that are not in color, not mounted and labeled, or photographs which do not adequately represent the plant material will be rejected.

2. Photograph Acceptance and Nursery Review: Acceptance of material through photographs does not preclude rejection of unsatisfactory material upon delivery. The Owner's Representative reserves the right to refuse review from photographs or at the grower if, in his judgment suitable material or sufficient quantities are not available. Contractor shall insure a sufficient quantity of plants will be available whenever trips are arranged to a nursery for the purposes of tagging material for the project.

3. Unavailable Material: If proof is submitted that any plant specified is not obtainable, a proposal will be considered for use of the nearest equivalent size or variety with corresponding adjustment of Contract price. Substantiate such proof in writing no less than one hundred and twenty (120) days prior to installation.

C. Special Warranty: Submit written special warranty registered with manufacturer as specified in this Section.

D. Submit results of Tree percolation test (Subsection 3.2) as witnessed and signed by Owner's representative.

E. When tree drainage system is required, submit Contractor's proposed layout of drainage system.

1.8 PROJECT CONDITIONS OR SITE CONDITIONS

A. Verify and examine site conditions with the Owner's Representative. Proceed when official notice is given to the Contractor that the Work site is ready. Proceed with and complete the landscape work as rapidly as portions of the site become available.

B. Planting Restrictions: Perform actual planting only when weather and soil conditions are suitable in accordance with locally accepted practice. Do not install plant life when ambient temperatures may drop below 35 degrees F or above 100 degrees F. Commence landscaping work when the Site is free of rocks and debris. All planting areas to be left approximately 5" (.4 foot) below finished grade by others for landscape contractor to add soil amendments. All lawn areas to be left approximately 1-1/2 inches (.1 foot) below finished grade by others for landscape contractor to add soil mix.

C. Protection:

1. Do not move equipment over existing or newly placed paving without approval of Owner's Representative.
2. Provide board-roading to protect paving.
3. Protect paving, structures and any other site improvement from damage, with protection boards, ramps, and protective sheeting.

D. Utilities:
1. Determine locations of underground utilities and perform work in a manner which is intended to avoid possible damage. Hand excavate, where required, to minimize possibility of damage to underground utilities
2. Coordinate work with Owner's Representative to prevent damage to underground sprinkler (irrigation) system.
3. Water is available on site. Refer to landscape drawings for ~~proposed~~ underground irrigation system. Refer to architectural and civil drawings for faucets and other water sources.

1.9 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer, supplier or grower. Protect materials from deterioration during delivery and while stored at the site.

B. Storage: Store products with protection from weather or other conditions which would damage or impair the effectiveness of the product. Protect metal containers from sun during summer months with temperatures above 80 degrees F.

B. Handling: Do not lift or handle container plants by tops, stems or trunks at any time. Do not bind or handle plants with wire or rope at any time.

C. Plant Materials:
1. Deliver trees, shrubs, ornamental grass, groundcover and perennials and other containerized plants after preparations for planting have been completed and plant immediately.
2. Preparation:
   a. Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner intended to protect roots and branches from damage and protect the shape, and future development.
   b. Do not deliver plants until site conditions are ready for planting. If planting is delayed, heel-in bare rooted or freshly dug plants in a bed containing adequate peat moss to keep roots moist. Separate bundles and trim roots, if long or damaged, using sharp pruning shears. Place plants in flats, pots, or other containers in a sheltered spot protected from sun, wind and mechanical damage and keep roots moist. Storage is at Contractor's own risk.
3. Plants should bear label from the grower certifying genus and species. Labels should be securely attached and waterproof bearing legible designation of botanical and common name. Plants not labeled may be rejected.

D. Damage: Protect plant material in transit and at the site. Material not properly protected and which is damaged will be rejected

1.10 SEQUENCING

A. Coordinate rough and landscape grading, soil preparation, irrigation, and other related units of Work specified in other Sections to ensure that plant material can be supported and installed as indicated.

1.11 SCHEDULING

A. Submit a proposed work schedule to the Owner's Representative for approval at least 60 (60) days prior to start of work under this Section. After approval, no modification shall be made to this schedule without written authorization by the Owner.

B. In general, the work shall proceed as rapidly as the site becomes available, consistent with normal seasonal limitations for planting work.

1.12 WARRANTY

A. General: Warranties specified in this Section shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

B. In accordance with the General Provisions, warranty for plants and trees shall be valid for one year after final acceptance. Replace dead materials and materials not in vigorous, thriving condition as soon as weather permits. Replace plants, including trees, which have partially died thereby damaging shape, size, or symmetry. The opinion of the Owner's Representative as to what constitutes a dead plant shall be final.

C. Warranty for transplanted trees shall be valid for one year after final acceptance. Replace dead trees or trees not in vigorous, thriving condition as soon as weather permits. Replace trees, which have partially died thereby damaging shape, size, or symmetry. The opinion of the Owner's representative as to what constitutes a dead plant shall be final.

D. Replace plants and trees with same kind and size as originally planted at no cost to the Owner. Provide one year warranty on replacement plants. Trees should be replaced at start of next planting or digging season. In such cases, remove dead trees immediately. Protect irrigation system, other piping conduit, or other work during replacement. Repair any damage immediately.

E. Warranty excludes replacement of plants after final acceptance because of injury by storm, drought, drowning, hail, freeze, insects, or diseases.

F. Plants will be guaranteed to be true to species, variety or cultivar as specified.

G. At end of warranty period, remove staking and guying materials.

H. Warranty: Warrant that all trees, shrubs, groundcover, and vines planted under this Contract will be healthy and in flourishing condition of active growth one (1) year from date of Conditional Acceptance.

I. Replacements: As soon as weather conditions permit, replace, without cost to Owner all dead plants and all plants not in a vigorous, thriving condition, as determined by Owner's Representative during and at the end of Warranty Period.

1.13 REPLACEMENTS

A. General:
1. Plant materials exhibiting conditions which are determined as being unacceptable due to workmanship by the Contractor shall be repaired and/or replaced at no additional cost to the Owner.
2. Closely match replacements to adjacent specimens of the same species. Apply all requirements of this Specification to all replacements.

B. Replacement Quantities: Contractor shall be held responsible for a maximum of two (2) replacements for each failed tree, shrub and vine, and same area of groundcover planting after final acceptance during the Warranty Period.

PART 2 - PRODUCTS

2.1 PLANTS

A. General: Provide healthy, field-grown ball and burlapped plants or nursery-grown container plants, well-formed No. 1 grade from a recognized, local nursery, and of the species and variety shown on the drawings, complying with the requirements of ANSI Z60.1-2004. Listed plant heights are from tops of root balls to nominal tops of plants. Provide only healthy, vigorous stock, grown under climatic conditions similar to conditions in the locality of the project and free of disease, insects, eggs, larvae, and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.

B. Vigor: Plants shall be sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall be free of disease, insect pests, eggs, or larvae. They shall have healthy, well-developed root systems. Plants shall be free from physical damage or adverse conditions which would prevent thriving growth.

C. Container Stock: Verify that all container stock has been grown in the containers in which delivered for at least six (6) months, but not over two (2) years. Samples must prove to be free of kinked, circling or girdling roots and with no evidence of a pot-bound condition. Do not install container plants that have cracked or broken balls of earth when taken from container. Field grown plants recently transplanted into containers will not be accepted.

D. Balled and burlapped trees, when accepted, shall have a root ball size of ten (10x) times the caliper.

E. Nursery grown B&B material shall be pruned and thinned at the place of growth immediately prior to digging as required for packaging and safe moving. Method of pruning shall be as approved in the field by the Owner's Representative. Do not remove self-locking tags during this pruning prior to delivery to site.

F. Shrubs, Perennials and Groundcovers: Nursery grown, healthy, vigorous, of normal habit of growth for species, free from disease, insect eggs, and larvae. Specified sizes are before pruning and measured with branches in normal position. Plants to be well rooted and established in the container.

G. Ornamental and Shade Trees: No. 1 grade nursery stock healthy, vigorous, full- branched, well-shaped, trunk diameter, and height requirements as specified:
   1. Ensure balls are firm, neat, slightly tapered, and well burlapped. Reject trees with loose or broken balls at time of planting.
   2. Trees will be individually approved or rejected by the Owner's Representative on site.
   3. Root balls: Minimum 10 inches in diameter for each 1 inch caliper, measured 6 inches above root ball.
   4. Trees: Free of physical damage such as scrapes, bark abrasions, or split branches. Contractor shall prune trees as directed by the Owner's representative, at no additional fee.
   5. Provide trees with full rounded crowns, meeting height and spread standards after pruning. No flat sided trees or trees with open areas on any side will be acceptable. Trees shall be consistently superior in form and branching, and typical of the growth habit of their species unless otherwise specified.

H. Plants shall conform to the sizes and quality notes in the plant list and/or as indicated, with the exception of that larger plants than those specified may be used if approved by the Architect. Use of larger plants shall not increase the contract price. Specified sizes shall be after pruning, and plants shall be measured with their branches in normal position.

I. Plants shall have normal, well-developed branches and vigorous, fibrous root systems, conforming to the specifications of the last edition of American Standard for Nursery Stock, Edition approved May 12, 2004 by American Nursery and Landscape Association (ANSI Z60.1-2004).

J. Pruning: Do not prune plants before delivery

2.2 SOIL PREPARATION MATERIALS

A. Compost: Provide as per requirements of 2.3.

B. Commercial Fertilizer: Complete fertilizer 10-20-10 (1:2:1 element ratio) with minimum 8 percent sulfur and 4 percent iron plus micronutrients.

2.3 COMPOST

A. Compost that has been produced by aerobic (biological) decomposition of organic matter and meets the requirements set forth by the United States Department of Agriculture and the United States Composting Council (USCC), "Test Methods for the Examination of Composting and Compost" (TMECC), shown in Table 1.

B. Compost: shall be Professional Compost for mix above that is fully finished compost that has been produced by aerobic (biological) decomposition of organic matter and meets or exceeds the requirements set forth by the United States Department of Agriculture, the United States Composting Council (USCC), and State composting requirements. Compost feedstock shall include fully composted cotton burrs, local grass trimmings, leaves, brush and processed wood fiber and shall add an average of 1.1 lbs. N^1, 0.13 lbs. P^1, and 0.8 lbs. K^1 of pure consumable organic nutrients per one 100 square feet for each inch depth added plus minerals and trace elements. Compost shall not include food waste, stable waste, treated lumber, pallets, pine bark, raw manure or mushroom compost waste. Compost shall not include any man-made

materials or chemicals. Do not use mixed municipal solid waste compost since it varies from season to season. Ensure compost does not contain any visible inorganic refuse, other physical contaminants, or any substance considered to be harmful to plant growth. It must be turned a minimum of five (5) times and not achieve a temperature greater than 160 degrees Fahrenheit. Each turning cycle should not be shorter than fourteen (14) days minimum. Compost shall be completely composted for a minimum of 6 - 12 months. Particle Sizes 97% will pass through a 1/2 inch screen, 99%+ will pass through a 3/4 inch screen. Compost material shall have no pungent smell, but rather an earthy smell. Supporting documentation should be made available upon request.

C. Acceptable Compost is: Professional Compost as supplied by Soil Building Systems, 1770 "Y" Street, Dallas, Texas 75229, (972) 831-8181, attention: Baron Ablon, or equivalent as determined by Landscape Architect to meet requirements of this high quality compost.

Table 1
Physical Requirements for Compost

pH: 7.9 – 8.9
Maturity: germination and vigor greater than 90% in accordance with TMECC 05.05-A, "Germination and Vigor"
Solvita® Compost Maturity Index: value of 7 or higher
Particle Size: 95% passing 5/8 in., 70% passing 3/8 in. in accordance with TMECC 02.02-B, "Sample Sieving for Aggregate Size Classification"
Heavy Metals: Pass in accordance with TMECC 04.06, "Heavy Metals and Hazardous Elements" 04.06-As, Arsenic 04.06-Hg, Mercury 04.06-Be, Beryllium 04.06-Mo, Molybdenum 04.06-Cd, Cadmium 04.06-Ni, Nickel 04.06-Cu, Copper 04.06-Se, Selenium 04.06-Pb, Lead 04.06-Zn, Zinc
Soluble Salts: 5.0 max.* dS/m in accordance with TMECC 04.10-A, "1:5 Slurry Method, Mass Basis"
pH: 5.5 – 8.5 in accordance with TMECC 04.11-A, "1:5 Slurry pH"
Maturity: greater than 80% in accordance with TMECC 05.05-A, "Germination and Root Elongation"
Organic Matter Content: 25-65% (dry mass) in accordance with TMECC 05.07-A, "Loss-On-Ignition Organic Matter Method"
Stability: 8 or below in accordance with TMECC 05.08-B, "Carbon Dioxide Evolution Rate"
Fecal Coliform: Pass in accordance with TMECC 07.01-B, "Fecal Coliforms"

* A soluble salt content up to 10.0 dS/m for compost used in CMT will be acceptable.

D. The contractor is obligated to provide testing of the compost at the supplier's yard and at the job site for quality assurance.

2.4 WEED CONTROL

A. If weeds exist within proposed landscape areas at the beginning of work, spray with a nonselective systemic contact herbicide, as recommended and applied by an approved licensed applicator.

B. Apply pre-emergent herbicide on beds prior to installation.

2.5 MISCELLANEOUS MATERIALS

A. Wrapping Material: Do not use!

B. Tree Paint: Do not use!

C. Mulch: Coarsely shredded hardwood bark mulch as supplied by Living Earth Techonology or equal as approved by the Landscape Architect.

D. Newsprint: Newsprint without color photos. Black and white printed sections only. Do not use slick colored sections. Roll stock newsprint paper may also be used if recycled sections cannot be obtained.

2.6 DECORATIVE GRAVELS

A. Crushed granite, ¾ to 1 inch, as supplied by Custom Stone Supply or as approved equal by Landscape Architect.

2.7 FILTER FABRIC (SOIL SEPARATOR FABRIC)

A. In accordance with ASTM D5261 and ASTMD 5199.

B. In accordance with the following additional requirements:
1. Non-woven pervious filter fabric weighing approximately 7.2 ounces per square yard; free of defects.
2. Fabric: Long chain synthetic polymer composed of at least 85 percent by weight of propylene, ethylene, ester, amide or vinyl-chloride, and with stabilizers or inhibitors to make fabric resistant to deterioration due to ultra violet and heat exposure.
3. Fabric formed or treated so that filaments retain their positions relative to each other.
4. Edges selvaged.
5. Physical strength:
   a. Tensile strength: 205-pound minimum in each direction, ASTM D4632.
   b. Elongation at failure: 50 percent, ASTM D4632.
   c. Puncture strength: 130-pound minimum, ASTM D4833.
6. Percent of open area: Not less than five percent nor more than six percent.
7. Apparent opening size (A.O.S.): 70 - 100 US Standard Sieve, ASTM D4751.
8. Securing Pins: As recommended by manufacturer of filter fabric.

C. Filter Fabric to be Mirafi® 180N as manufactured by Ten Cate Nicolon, available: Lone Star Products, Inc., Grand Prairie, Texas, (469) 523-0444 or approved equal.

2.8 STAKING FRAME FOR ORNAMENTAL AND SHADE TREES

A. For staking of tree root balls in planter beds and lawn areas.

B. Re-bar anchoring ring with three (3) six (6) inch U brackets, three (3) separate nail stakes, color: natural metal.

C. Below Grade Safety Stakes (BG-NS) as manufactured by Tree Stake Solutions, local representative: Jeff Tuley, (903-676-6143), ***www.treestakesolutions.com***, or equivalent as approved by the Owner's Representative.

Item #	Description	Nail Stake Length / Rebar Size
5-BG/NS	5 gal. or 10” root ball	30" / #3
15-BG/NS	10-15 gal. / 17” root ball	36" / #4
30-BG/NS	20-30 gal. / 22” root ball	36" / #4
45-BG/NS	45 gal. / 27”root ball / 24”box	48" / #4
65-BG/NS	65 gal. / 30”root ball / 30”box	48" / #4
100-BG/NS	95-100 gal. / 36”root ball / 36”box	48" / #5
150-BG-NS	150 gal. / 42” root ball / 42”box	60" / #5
200-BG/NS	200 gal. / 84” root ball / 48”box	72" / #5
300-BG/NS	300 gal. / 58” root ball / 60”box	84" / #5

2.9 FERTILIZERS

A. Liquid fertilizer (5-15-5) designed to stimulate root system growth for trees.

B. Complete fertilizer 24-6-6(4:1:1) 50% sulfur coat.

2.10 INSECTICIDE

A. Shall be Ortho “Linbane Borer and Leaf Miner Spray” by Ortho, Consumer Products Division, Chevron Chemical Company, San Francisco, California 94119, or “Borer Killer” by Greenlight Company, San Antonio, Texas 78217.

2.11 WATER

A. Available on site.

2.12 MACHINERY AND EQUIPMENT

A. Machinery requirements listed under this Section are NOT intended to be restrictive of specific manufacturers or models, unless so stated. Specific mention of the manufacturers is intended as a guide to illustrate the final product of the maintenance operations desired. All equipment used shall be and maintained in top working condition at all times.

B. Pruning and grinding tools shall be maintained in safe, working condition, cutting edges shall be sharp at all times.

C. Fertilizer and insecticide spreaders shall be of the hand-held or cyclone type. Vehicle-mounted or push cyclone spreaders shall be allowed. The Contractor shall be responsible for any grade, plant material (turf, trees, shrubs, etc.), or hardscape amenity (fence, pavement, arbor, steel edging, stone wall, etc.) damage caused by the spreader and the application process. Spreaders shall be in a safe working condition at all times.

D. Insecticide and fungicide sprayers shall be of the hand-held, backpack, or vehicle-mounted type. The Contractor shall be responsible for any grade', plant material (turf, trees, shrubs, etc.), or hardscape amenity (fence, pavement, arbor, steel edging, stone wall, etc.) damage caused by the spreader and the application process. Sprayers shall be in a safe working condition at all times.

E. Deep root zone tree fertilizing shall be done with a hydraulic spray rig capable of producing 15 gallons of fertilizer solution per minute at 150 - 200 p.s.i.

PART 3 - EXECUTION

3.1 SITE PREPARATION

A. Excavate and remove from the Worksite soil as needed so that amended soil meets finish grades. Examine subgrade and verify conditions under which work is to be performed. Do not proceed with work until all grading and related work is completed in a satisfactory manner so that the landscape installation can proceed. All lumps, clods, and debris over 2 inches in diameter shall be removed from the Worksite.

B. Delineate bed areas and receive approval from Landscape Architect prior to starting work.

C. Totally eradicate and remove all weeds prior to bed preparation. Use a non-selective herbicide to eradicate all weeds from bed areas. Weeds must be thoroughly removed prior to starting bed preparation. Allow bed to lay and herbicide to dissipate per time recommended by manufacturer. Clear and remove these existing weeds upon herbicide's completed action by grubbing off all plant parts at lease ½" below the surface of the soil.

D. Spray beds with pre-emergent herbicide, as recommended, prior to installation and applied by an approved licensed applicator.

3.2 PERCOLATION TEST AND DRAINAGE SYSTEM

A. Prior to percolation test, stake locations of each tree for approval by Landscape Architect. Determine with the Landscape Architect where percolation tests will be conducted in planting beds or planters.

B. Percolation test: After approval of tree locations, excavate pit and perform percolation test in each tree pit. Notify the Landscape Architect 24 hours prior to conducting the percolation test. The pit should be the same depth as the height of the root ball or slightly less so that the root ball sits no more than one inch above surrounding grade. The pit should be dug so that the pits are 12 inches or more greater in diameter than root balls for trees in planter beds or two times

the diameter of the root ball for trees in lawn areas. Fill excavated pits with water and wait 24 hours. If the water has not thoroughly drained within 12 to 24 hours, then note the level of the retained water at the 24 hour mark. Continue observation on daily basis until all water has drained. An Owner's Representative must be present to verify the recorded the results of the percolation test.

C. Documentation - Provide photo documentation of the water depth at commencement of test (with pits full of water) and at each subsequent measurement. Photo must contain measuring tape or stick to document water depth in plant pit. Record time of measurement on each photo document. Note daily weather conditions (sun, temperature, wind, rain or precipitation) during percolation test and time of test and each monitoring.

D. Notification – If tree pit does not drain within 24 hours, then notifiy Owner's represenative immediately to verify the condition. The Owner's representative and/or Landscape Architect may request another percolation test.

E. Drainage system - If the tree pits continue to not drain adequately, then the Owner may request the Contractor to install a drainage system. If requested, prepare a drainage plan and submit pricing for Owner's review and approval. Receive approval from Landscape Architect for extent and layout of proposed tree drainage system. The tree drainage system will be considered a change order to the bid. Install tree drainage system as approved by the Owner's Representative

3.3 BED PREPARATION

A. Provide 5 inches of compost mix for areas to receive shrubs, perennial, ground cover, and ornamental grasses as follows:
1. Install five inches of compost mix and till to a depth of eight to ten inches.
2. Incorporate 10-20-10 fertilizer at the rate of 30 pounds per 1000 square feet.
3. Till to a depth of eight to ten inches to mix additives thoroughly with native soil.

B. Place jute mesh, as shown on drawings.

3.4 SHRUB, PERENNIAL, ORNAMENTAL GRASS AND GROUNDCOVER PLANTING

A. Obtain approval from Owner's Representative for bed preparation. After bed preparation is approved, top dress bed areas first with eight (8) layers of newspaper to provide a weed barrier. Then top dress bed areas and tree root balls with compost to a depth of two (2) inches.

B. Place plants in bed for approval by Owner's representative. The Owner's Representative reserves right to interchange or shift locations of plants prior to planting.

C. Remove burlap from top half of balled and burlapped plants.

D. Plant where shown, setting plants with tops of balls even with tops of beds, and compact soil carefully around each plant ball. Water thoroughly to eliminate air pockets.

E. Carefully prune plants to remove dead or broken branches and ~~hand~~ rake bed areas to smooth even surfaces.

3.5 TREE PLANTING

A. Ornamental Trees: Plant in pits 12 inches larger than tree ball. Remove all burlap, ropes, wires and strings from the rootball. Backfill with 5 parts native topsoil and 1 part compost mix. All backfill to be placed in 9 inch layers and watered in thoroughly.

B. Shade Trees:
1. Till soil to 12-inch depth within 10-foot radius of tree.
2. Remove soil and trim any girdling roots at the base of the tree trunk to expose the tree's natural root flare prior to installation in the tree pit.
3. Excavate the tree pit to allow for top of tree root ball at the root flare to be one inch above the finished grade.
4. Backfill to depths of root balls with planting media consisting of 5 parts topsoil and 1 part compost. Coordinate required depth in areas of paver installation. Carefully settle by watering to prevent air pockets. All backfilling in 9 inch layers and watered in thoroughly.
5. If rock is encountered:
   a. Owner's Representative may select alternative location if possible.
   b. Rock shall be removed to a minimum of 6 inches below the plant if an alternative location cannot be selected and tree drainage pits shall be installed.

3.6 TOP DRESSING

A. After planting has been completed and approved, and then top off with mulch at two~~three~~ (2~~3~~) inches deep. Delay this operation until near final acceptance. Top dressing must achieve specified depth to attain final acceptance. Hold compost and mulch back to expose the flare of the tree trunk at the root ball.

3.7 TREE WRAPPING

A. Do not wrap trees.

3.8 PRUNING OF NEW TREES

A. Prune trees to preserve natural character of plant. Remove sucker growth, broken or badly bruised branches, and crossed branches. Thin native trees heavier than nursery grown plants.

B. When directed by the Owner's representative, remove approximately one-third of wood by thinning. Do not cut back terminal branches.

3.9 TREE SAUCERS

A. Form a watering saucer around each new tree per construction drawings. Contractor is responsible for deep watering trees a minimum of once per week until final acceptance and as needed to promote growth.

3.10 TREE STAKING

A. Stake all trees as detailed immediately following planting operation. Take precautions during staking operation to prevent damage or injury to branches and roots.

3.11 BED EDGING

A. Provide metal edging at interface of planted areas, gravel areas and lawn areas unless indicated otherwise on Drawings. Set edging as indicated in true lines as designed with top of edging 1 inch above finish grade. Receive approval from Owner's Representative for layout of metal edging prior to installation.

B. Refer to the plan for use of steel or aluminum edging. Provide heavy grade edging.

C. Provide shovel edging where indicated on the plans.

3.12 DECORATIVE AGGREGATES

A. Verify location and layout of decorative aggregate areas with Owner's Representative prior to commencing work.

B. Provide excavation as detailed in the drawings to achieve aggregate sub-base.

C. Apply "Roundup" or other non-selective herbicide to sub-base soil in area of filter fabric to remove any weeds. Apply pre-emergent herbicide prior to installation.

D. Edge aggregate beds with metal edging or concrete mow strip per details.

E. Underlay area to receive aggregates with two layers of filter fabric with each layer laid perpendicular to the other. Apply filter fabric on bottom and sides of bed.

F. Provide and install rock at depth designated on plan. Provide level layer of aggregate with 1 ½% to 2% slope away from building. Wash aggregates once after placing. Wash aggregate as needed after installation so aggregate is clean and without debris at final acceptance. Wash river rock twice after installation.

3.13 WATERING

A. Deep root water all existing trees to remain within the construction limits of the project once every two weeks during the summer and once a month during the winter, during the duration of the project and until final acceptance. This should be adjusted to the amount of rain. However, unless it has rained at least 1/2" since the last watering, continue to deep root water. Complete deep root watering by filling each tree saucer three times and letting it percolate dry.

3.14 EXISTING AND NEW TREES

A. Trees shall be continuously and routinely inspected for distress caused by construction activities. Notify Owner's representative at first sign of distress.

B. Any Fire Ant mounds around or on top of a new or protected tree root zone shall be treated immediately and the mound removed physically. Do not allow the mound to build on the tree trunk as this will cover the tree root flare and possibly cause injury or death. Insure that any chemical application to the Fire Ant mound is safe for application atop tree root zones.

C. Trees: Pruning will be carried out by experienced pruning personnel.
1. Receive approval in the field for extent of pruning from Owner's Representative.
2. Sterilize pruning tools between individual plants, especially in the genus Quercus. Paint all wounds on plants of the genus *Quercus* with wound paint as soon as possible. Paint deliberate wounds (pruning) within I hour. Paint accidental wounds (storm or equipment damage or vandalism) as soon as they are observed.
3. Raise limbs to an acceptable height as approved by the Owner's Representative. Raise limbs to seven foot height for trees within 10 feet of sidewalk.
4. No weed-eaters or edgers are to be used within 15" of any tree. Should the need for trimming be necessary within 15" of any tree, it shall be done so by hand trimming only.
5. Remove dead wood, broken branches, mistletoe and suckers from trees as needed. Thin prune by removing no more than 20 percent of growth. Sterilize pruning tools between individual plants to keep down spread of disease. Paint all wounds of plants of the genus Quercus with orange shellac as soon as possible. Paint deliberate wounds within one hour and accidental wounds due to storms, etc. as soon as possible.

3.15 WEED REMOVAL

A. Contractor shall obtain prior approval from the Owner's Representative before applying the herbicides.

B. The Contractor shall be held solely responsible for plant loss due to the application of herbicides. Any loss of plant material shall be replaced at Contractor's sole expense and all plant replacements shall be of the same species and size of the existing plant materials.

C. Regard all herbicides as hazardous to health and dangerous to the environment; chemicals should be handled with extreme caution and only by experienced personnel. Read and follow all label directions and apply in manner to comply with local, state and federal guidelines. Limit public access to any area recently treated with herbicides.

D. Beds shall be totally weed free at the commencement of bed installation, during plant establishment period and at final acceptance.

3.16 PLANT CARE UNTIL FINAL ACCEPTANCE

A. Water: When irrigation system is not operational, provide necessary hoses and other watering equipment required to complete landscaping.

B. Maintain plantings and trees by watering, cultivating, weeding, raking, fertilizing, controlling diseases and pests, cleaning, and replacing plants as necessary to keep landscape in a vigorous, healthy condition as needed until final acceptance. Maintenance includes but is not limited to the following:
1. Watering Trees: Tree balls to be kept moistened to the depth of the tree ball.
2. Weeding: Remove weeds and foreign grass over plant areas at least once a week. Herbicides may be used only when approved by Owner's Representative.

3. Cultivating: Cultivate bed areas to a depth of approximately three inches once a month. Care should be taken not to damage plant roots.
4. Mowing and Edging: Refer to Section 32 9300.
5. Application of pesticides, herbicides and insecticides shall be in accordance with manufacturer's instructions per Owner and Owner's Representative approval. Remedy damage from use of pesticides.
6. Trimming and pruning includes only removal of dead or broken branches, and treatment of pruned areas and other wounds. Do not shear any plants.
7. Disease control.
8. Maintaining stakes at trees. Repair or replace accessories as needed or required.

C. Coordinate watering schedules during installation and until final acceptance. Provide deep root watering to keep root balls moist on newly installed trees at a minimum of once every two weeks during summer months or as weather conditions indicate.

D. Maintenance Instructions: Submit 2 copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit one set of instructions to Owner's Representative for approval. Submit two copies of revised instructions prior to expiration of Contractor's maintenance period(s) required under the contract.

3.17 CLEAN-UP

A. Keep premises neat and orderly including organization of storage areas. Remove trash and debris from excavated planting areas, preparing beds, or planting plants from Work site daily as work progresses. Keep paved areas clean by sweeping or hosing.

3.18 FINAL ACCEPTANCE

A. Due to seasonal requirements, final acceptance of this section may not coincide with that of the remaining contract work.

B. Request inspection for final acceptance at least 10 calendar days before the end of the maintenance period.

C. Final acceptance shall be considered the time at which planting and related work, as well as, clean-up are 100% completed.

END OF SECTION 329300

1. Name of Contractor ("Business", herein)

2. Doing Business As (other business name if applicable)

3. Federal Tax ID Number

4. Business Mailing Address (include City/State/Zip Code)

5. Business Email Address

6. Business Telephone | Business Fax Number

7. Business Type
☐Individual ☐Partnership ☐Corporation ☐Joint Venture

8. Number of Years in Business

9. Annual Gross Revenue for the past three years (M = Millions)
☐$1M or Less ☐$1M-$5M ☐$5M-$10M ☐$10M-$16M ☐$16M+

10. Number of Employees
☐100 or Less ☐101-500 ☐501-750 ☐751-1,000 ☐1,001+

11. Is Business a DBE Firm?
☐Yes ☐No

12. Is Business Owned by Minority Ethnicity?
☐Yes ☐No

13. Ethnic Group
☐Black American ☐Asian Pacific American ☐Other
☐Hispanic American ☐Subcontinent Asian American
☐Native American ☐White/Caucasian

14. Woman Owned?
☐Yes ☐No

15. Veteran Owned
☐Yes ☐No

16. Type of Work Performed
☐Construction ☐Wholesale/Distributor
☐Manufacturing ☐Professional Service
☐Retail ☐General/Technical Service

17. Has the Business, or any officer or partner thereof, failed to complete a contract?
☐Yes ☐No

18. Is any litigation pending against the Business?
☐Yes ☐No

19. Has the Business ever been declared "Not Responsible"
☐Yes ☐No

20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?
☐Yes ☐No

21. Has the Business ever been a defaulter, as principal, surety or otherwise?
☐Yes ☐No

22. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default?
☐Yes ☐No

23. Is the Business in arrears upon a contract or debt?
☐Yes ☐No

24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?
☐Yes ☐No

25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?
☐Yes ☐No

26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.

27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA may have grounds for initiating legal action under federal, state or local law. ***Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow DCTA to report the amount of subcontracting activity for DCTA.***

Printed Name _____

Title _____

Signature of Owner _____

Date _____

Email Address _____

(Owner, CEO, President, Majority Stockholder or Designated Representative)
Questions about this document should be directed to the Procurement Manager

Prohibition of Contracts with Companies Boycotting Israel

This form must be completed and submitted with the bid/proposal

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition of Contracts with Companies Boycotting Israel.

Effective September 1, 2017, a state agency and a political subdivision (which includes a transportation authority) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"I, _____(Name of certifying official), the _____ (title or position of certifying official) of _____(name of company), does hereby verify on behalf of said company to the DCTA that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

_____
Signature of Certifying Official

Title:

Date:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Denton County Transportation Authority
Lewisville, Texas

Term One (1/1/20 through 09/30/20)	
HEBRON STATION	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
OLD TOWN STATION	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
MEDPARK STATION	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
DOWNTOWN DENTON TRANSIT CENTER	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
BUS OPERATIONS AND MAINTENANCE FACILITY	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
GRAND TOTAL TERM 1	**$0.00**

Denton County Transportation Authority
Lewisville, Texas

Term Two (10/1/20 through 09/30/21)	
HEBRON STATION	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
OLD TOWN STATION	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
MEDPARK STATION	
Monthly Maintenance Amount	
Months	12
Regular Monthly Maintenance Total	$0.00
DOWNTOWN DENTON TRANSIT CENTER	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
BUS OPERATIONS AND MAINTENANCE FACILITY	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
GRAND TOTAL TERM 2	**$0.00**

Denton County Transportation Authority
Lewisville, Texas

Term Three (10/1/21 through 09/30/22)	
HEBRON STATION	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
OLD TOWN STATION	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
MEDPARK STATION	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
DOWNTOWN DENTON TRANSIT CENTER	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
BUS OPERATIONS AND MAINTENANCE FACILITY	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
GRAND TOTAL TERM 3	**$0.00**

Denton County Transportation Authority
Lewisville, Texas

Term Four (10/1/22 through 09/30/23)	
HEBRON STATION	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
OLD TOWN STATION	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
MEDPARK STATION	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
DOWNTOWN DENTON TRANSIT CENTER	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
BUS OPERATIONS AND MAINTENANCE FACILITY	
Monthly Maintenance Amount	
Months	12
Monthly Maintenance Total	$0.00
GRAND TOTAL TERM 4	**$0.00**
Grand Total	$0.00

Denton County Transportation Authority
Lewisville, Texas

Term One DeIcing (1/1/20 through 09/30/20)	
HEBRON STATION	
DeIcing Amount	
times # of Events	
Hebron Station Total	$0.00
OLD TOWN STATION	
DeIcing Amount	
times # of Events	
Old Town Station Total	$0.00
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION	
DeIcing Amount	
times # of Events	
Highland Village/Lewisville Lake Station Total	$0.00
MEDPARK STATION	
DeIcing Amount	
times # of Events	
MedPark Station Total	$0.00
DOWNTOWN DENTON TRANSIT CENTER	
DeIcing Amount	
times # of Events	
Downtown Denton Transit Center Total	$0.00
GRAND TOTAL TERM ONE DEICING	**$0.00**

Denton County Transportation Authority
Lewisville, Texas

Term Two Delcing (10/1/20 through 09/30/21)	
HEBRON STATION	
Delcing Amount	
times # of Events	
Hebron Station Total	$0.00
OLD TOWN STATION	
Delcing Amount	
times # of Events	
Old Town Station Total	$0.00
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION	
Delcing Amount	
times # of Events	
Highland Village/Lewisville Lake Station Total	$0.00
MEDPARK STATION	
Delcing Amount	
times # of Events	
MedPark Station Total	$0.00
DOWNTOWN DENTON TRANSIT CENTER	
Delcing Amount	
times # of Events	
Downtown Denton Transit Center Total	$0.00
GRAND TOTAL TERM TWO DEICING	**$0.00**

Denton County Transportation Authority
Lewisville, Texas

Term Three DeIcing (10/1/21 through 09/30/22)	
HEBRON STATION	
DeIcing Amount	
times # of Events	
Hebron Station Total	$0.00
OLD TOWN STATION	
DeIcing Amount	
times # of Events	
Old Town Station Total	$0.00
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION	
DeIcing Amount	
times # of Events	
Highland Village/Lewisville Lake Station Total	$0.00
MEDPARK STATION	
DeIcing Amount	
times # of Events	
MedPark Station Total	$0.00
DOWNTOWN DENTON TRANSIT CENTER	
DeIcing Amount	
times # of Events	
Downtown Denton Transit Center Total	$0.00
GRAND TOTAL TERM THREE DEICING	**$0.00**

Denton County Transportation Authority
Lewisville, Texas

Term Four DeIcing (10/1/22 through 09/30/23)	
HEBRON STATION	
DeIcing Amount	
times # of Events	
Hebron Station Total	$0.00
OLD TOWN STATION	
DeIcing Amount	
times # of Events	
Old Town Station Total	$0.00
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION	
DeIcing Amount	
times # of Events	
Highland Village/Lewisville Lake Station Total	$0.00
MEDPARK STATION	
DeIcing Amount	
times # of Events	
MedPark Station Total	$0.00
DOWNTOWN DENTON TRANSIT CENTER	
DeIcing Amount	
times # of Events	
Downtown Denton Transit Center Total	$0.00
GRAND TOTAL TERM FOUR DEICING	**$0.00**
GRAND TOTAL	$0.00

Question and Answers for Bid #20-01 - Landscape and Maintenance Services

Overall Bid Questions
There are no questions associated with this bid.

DCTA

SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION No./TYPE	20-01 Request for Bids
TITLE	Landscape and Maintenance Services

PROCUREMENT SCHEDULE — Dates and times are subject to change, any changes will be issued by addenda.

PRE BID/PROPOSAL MEETING DATE	November 6, 2019 at 2:00 PM CST	**PRE BID/PROPOSAL MEETING LOCATION**	1955 Lakeway Drive, Suite 260, Lewisville, TX 75057
QUESTIONS DUE	November 12, 2019 at 5:00 PM CST	**RESPONSES TO QUESTIONS RELEASED**	November 15, 2019 by 5:00 PM CST
DUE DATE/TIME	**November 21, 2019 at 2:00 PM CST**		

QUESTIONS/ CLARIFICATIONS

All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses

ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO

Sarah Martinez
procurement@dcta.net
or submitted via BidSync at www.bidsync.com

RECEIPT OF BID/PROPOSAL

Prior to the time and date indicated above, all proposal packages must be hand delivered or mailed to Procurement at:

DCTA
1955 Lakeway Drive, Suite 260
ATTN: Sarah Martinez
SOLICITATION #20-01
Lewisville, Texas 75057

Proposal packages received after the due time and date shall not be considered and will be returned unopened. All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.

DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.

ACCEPTANCE PERIOD — **PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE**

DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM

It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at www.dcta.net

DBE GOAL — ☐yes ☒no **DBE goal 0%**

DAVIS-BACON AND COPELAND ANTI-KICKBACK

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5).The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).

CERTIFIED PAYROLL — ☐yes ☒no **Wage Rate**

BID/PROPOSAL ENDORSEMENT — **TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY**

BUSINESS NAME	Lakehill Environmental LLC		
CONTACT NAME	Jerry Riley	TITLE	CEO - President
TELEPHONE	972-542-7889	EMAIL	JerryR@lakehillenvironmental.com
ADDRESS	17800 Dickerson, Ste #218 Dallas TX 75252		
SIGNATURE		DATE	10/30/19

Denton County
Transportation Authority

Bid 20-01

DCTA

BIDDER'S QUESTIONNAIRE

1. Name of Contractor ("Business", herein)
Lakehill Environmental

2. Doing Business As (other business name if applicable)

3. Federal Tax ID Number
84-2433596

4. Business Mailing Address (include City/State/Zip Code)
17800 Dickerson Rd. Ste. 218 Dallas, Tx. 75252

5. Business Email Address
Jerry@lakehillenvironmental.com

6. Business Telephone | Business Fax Number
9725427889 |

7. Business Type
☒Individual ☐Partnership ☐Corporation ☐Joint Venture

8. Number of Years in Business
8

9. Annual Gross Revenue for the past three years (M = Millions)
☐$1M or Less ☒$1M-$5M ☐$5M-$10M ☐$10M-$16M ☐$16M+

10. Number of Employees
☒100 or Less ☐101-500 ☐501-750 ☐751-1,000 ☐1,001+

11. Is Business a DBE Firm?
☐Yes ☒No

12. Is Business Owned by Minority Ethnicity?
☐Yes ☒No

13. Ethnic Group
☐Black American ☐Asian Pacific American ☐Other
☐Hispanic American ☐Subcontinent Asian American
☐Native American ☒White/Caucasian

14. Woman Owned?
☐Yes ☒No

15. Veteran Owned
☐Yes ☒No

16. Type of Work Performed
☒Construction ☐Wholesale/Distributor
☐Manufacturing ☐Professional Service
☐Retail ☒General/Technical Service

17. Has the Business, or any officer or partner thereof, failed to complete a contract?
☐Yes ☒No

18. Is any litigation pending against the Business?
☐Yes ☒No

19. Has the Business ever been declared "Not Responsible"
☐Yes ☒No

20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?
☐Yes ☒No

21. Has the Business ever been a defaulter, as principal, surety or otherwise?
☐Yes ☒No

22. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default?
☐Yes ☒No

23. Is the Business in arrears upon a contract or debt?
☐Yes ☒No

24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?
☐Yes ☒No

25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?
☐Yes ☒No

26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.

27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA may have grounds for initiating legal action under federal, state or local law. ***Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow DCTA to report the amount of subcontracting activity for DCTA.***

Printed Name: Jerry Riley

Title: CEO, President

Signature of Owner:

Date: 10/20/19

Email Address: Jerry@lakehillenvironmental.com

(Owner, CEO, President, Majority Stockholder or Designated Representative)
Questions about this document should be directed to the Procurement Manager

Prohibition of Contracts with Companies Boycotting Israel

This form must be completed and submitted with the bid/proposal

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition of Contracts with Companies Boycotting Israel.

Effective September 1, 2017, a state agency and a political subdivision (which includes a transportation authority) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"I, Jerry Riley (Name of certifying official), the CEO (title or position of certifying official) of Lakehill Equip (name of company), does hereby verify on behalf of said company to the DCTA that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Signature of Certifying Official

Title: CEO

Date: 10/30/19

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Alicia Berry
Higginbotham Insurance Agency, Inc. 500 W. 13TH Fort Worth TX 76102	PHONE (A/C, No, Ext): 817-347-6955 FAX (A/C, No): 817-347-6981 E-MAIL ADDRESS: aberry@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Service Lloyds Insurance Company	43389
INSURER B : Ohio Security Insurance Company	24082
INSURER C : The Ohio Casualty Insurance Company	24074
INSURER D : Federal Insurance Company	20281
INSURER E :	
INSURER F :	

INSURED LAKEH3
Lakehill Environmental; Jerry Riley dba
17800 Dickerson, Suite #218
Dallas TX 75252

COVERAGES **CERTIFICATE NUMBER: 1952212106** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			BKS59954890	6/7/2019	6/7/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAS59954890	6/7/2019	6/7/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			USO59954890	6/7/2019	6/7/2020	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC00972452018A	11/7/2018	11/7/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Rented/Leased Equipment			45471705	6/14/2019	6/14/2020	Limit Deductible	100,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability (Includes Completed Ops) and Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status and the General Liability, Automobile Liability and Workers Comp policies includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Workers Comp policy includes a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is
See Attached...

CERTIFICATE HOLDER

CAF Capital Partners, LLC
c/o Compliance Depot
P.O. Box 115006
Carrollton TX 75011

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: LAKEH3

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Lakehill Environmental; Jerry Riley dba 17800 Dickerson, Suite #218 Dallas TX 75252
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

The Umbrella policy is follow form.

Vendor ID: 638728

CAF Capital Partners, LLC and the Ownership entities of all owned or managed properties have been included as additional insured on the general liability.

ACORD 101 (2008/01)

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Lakehill Environmental LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
17800 Dickerson street, Ste 218

Requester's name and address (optional)

6 City, state, and ZIP code
Dallas Texas, 75252

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 4 - 2 4 3 3 5 9 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/21/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Denton County Transportation Authority
Lewisville, Texas

Company Name Lakehill Environmental

Term One Landscape Maintenance (2/1/2020 - 9/30/2020)

HEBRON STATION	
Monthly Maintenance Amount	$844.35
February - September (8 months)	8
20% Contingency for vandalism and plant replacement out of warranty period	$1,350.96
Monthly Maintenance Total	**$8,105.76**
OLD TOWN STATION	
Monthly Maintenance Amount	$1,753.65
February - September (8 months)	8
20% Contingency for vandalism and plant replacement out of warranty period	$2,805.84
Monthly Maintenance Total	**$16,835.04**
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION	
Monthly Maintenance Amount	$1,636.74
February - September (8 months)	8
20% Contingency for vandalism and plant replacement out of warranty period	$2,618.78
Monthly Maintenance Total	**$15,712.70**
MEDPARK STATION	
Monthly Maintenance Amount	$2,045.92
February - September (8 months)	8
20% Contingency for vandalism and plant replacement out of warranty period	$3,273.47
Monthly Maintenance Total	**$19,640.83**
DOWNTOWN DENTON TRANSIT CENTER	
Monthly Maintenance Amount	$702.00
February - September (8 months)	8
20% Contingency for vandalism and plant replacement out of warranty period	$1,123.20
Monthly Maintenance Total	**$6,739.20**
BUS OPERATIONS AND MAINTENANCE FACILITY	
Monthly Maintenance Amount	$800.00
February - September (8 months)	8
20% Contingency for vandalism and plant replacement out of warranty period	$1,280.00
Monthly Maintenance Total	**$7,680.00**

Denton County Transportation Authority
Lewisville, Texas

Company Name Lakehill Environmental

Term Two Landscape Maintenance (10/1/2020 - 9/30/2021)

HEBRON STATION	
Monthly Maintenance Amount	$844.35
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$2,026.44

Monthly Maintenance Total	**$12,158.64**
OLD TOWN STATION	
Monthly Maintenance Amount	$1,753.65
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$4,208.76
Monthly Maintenance Total	**$25,252.56**
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION	
Monthly Maintenance Amount	$1,636.74
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$3,928.18
Monthly Maintenance Total	**$23,569.06**
MEDPARK STATION	
Monthly Maintenance Amount	$2,045.92
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$4,910.21
Monthly Maintenance Total	**$29,461.25**
DOWNTOWN DENTON TRANSIT CENTER	
Monthly Maintenance Amount	$702.00
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$1,684.80
Monthly Maintenance Total	**$10,108.80**
BUS OPERATIONS AND MAINTENANCE FACILITY	
Monthly Maintenance Amount	$800.00
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$1,920.00
Monthly Maintenance Total	**$11,520.00**

Denton County Transportation Authority
Lewisville, Texas

Company Name **Lakehill Environmental**

Term Three Landscape Maintenance (10/1/2021 - 9/30/2022)

HEBRON STATION	
Monthly Maintenance Amount	$844.35
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$2,026.44
Monthly Maintenance Total	**$12,158.64**
OLD TOWN STATION	
Monthly Maintenance Amount	$1,753.65
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$4,208.76
Monthly Maintenance Total	**$25,252.56**
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION	
Monthly Maintenance Amount	$1,636.74

October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$3,928.18
Monthly Maintenance Total	**$23,569.06**
MEDPARK STATION	
Monthly Maintenance Amount	$2,045.92
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$4,910.21
Monthly Maintenance Total	**$29,461.25**
DOWNTOWN DENTON TRANSIT CENTER	
Monthly Maintenance Amount	$702.00
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$1,684.80
Monthly Maintenance Total	**$10,108.80**
BUS OPERATIONS AND MAINTENANCE FACILITY	
Monthly Maintenance Amount	$800.00
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$1,920.00
Monthly Maintenance Total	**$11,520.00**

Denton County Transportation Authority
Lewisville, Texas

Company Name **Lakehill Environmental**

Option One Landscape Maintenance (10/1/2022 - 9/30/2023)

HEBRON STATION	
Monthly Maintenance Amount	$844.35
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$2,026.44
Monthly Maintenance Total	**$12,158.64**
OLD TOWN STATION	
Monthly Maintenance Amount	$1,753.65
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$4,208.76
Monthly Maintenance Total	**$25,252.56**
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION	
Monthly Maintenance Amount	$1,636.74
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$3,928.18
Monthly Maintenance Total	**$23,569.06**
MEDPARK STATION	
Monthly Maintenance Amount	$2,045.92
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$4,910.21
Monthly Maintenance Total	**$29,461.25**

DOWNTOWN DENTON TRANSIT CENTER	
Monthly Maintenance Amount	$702.00
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$1,684.80
Monthly Maintenance Total	**$10,108.80**
BUS OPERATIONS AND MAINTENANCE FACILITY	
Monthly Maintenance Amount	$800.00
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$1,920.00
Monthly Maintenance Total	**$11,520.00**

Denton County Transportation Authority
Lewisville, Texas

Company Name **Lakehill Environmental**

Option Two Landscape Maintenance (10/1/2023 - 9/30/2024)

HEBRON STATION	
Monthly Maintenance Amount	$844.35
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$2,026.44
Monthly Maintenance Total	**$12,158.64**
OLD TOWN STATION	
Monthly Maintenance Amount	$1,753.65
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$4,208.76
Monthly Maintenance Total	**$25,252.56**
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION	
Monthly Maintenance Amount	$1,636.74
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$3,928.18
Monthly Maintenance Total	**$23,569.06**
MEDPARK STATION	
Monthly Maintenance Amount	$2,045.92
October - September (12 months)	12
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Monthly Maintenance Amount	$702.00
October - September (12 months)	12
20% Contingency for vandalism and plant replacement out of warranty period	$1,684.80
Monthly Maintenance Total	**$10,108.80**
BUS OPERATIONS AND MAINTENANCE FACILITY	
Monthly Maintenance Amount	$800.00
October - September (12 months)	12

20% Contingency for vandalism and plant replacement out of warranty period	$1,920.00
Monthly Maintenance Total	**$11,520.00**

Denton County Transportation Authority
Lewisville, Texas

Company Name Lakehill Environmental

Term One Deicing (2/1/2020 - 9/30/2020)

HEBRON STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
OLD TOWN STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
MEDPARK STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
DOWNTOWN DENTON TRANSIT CENTER		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**

Denton County Transportation Authority
Lewisville, Texas

Company Name Lakehill Environmental

Term Two Deicing (10/1/2020 - 9/30/2021)

HEBRON STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
OLD TOWN STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
MEDPARK STATION		
	Deicing Amount	$160.00

	number of events	3
	Deicing Total	**$480.00**
DOWNTOWN DENTON TRANSIT CENTER		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**

Denton County Transportation Authority
Lewisville, Texas

Company Name **Lakehill Environmental**
Term Three Deicing (10/1/2021 - 9/30/2022)

HEBRON STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
OLD TOWN STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
MEDPARK STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
DOWNTOWN DENTON TRANSIT CENTER		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**

Denton County Transportation Authority
Lewisville, Texas

Company Name **Lakehill Environmental**
Option One Deicing (10/1/2022 - 9/30/2023)

HEBRON STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
OLD TOWN STATION		
	Deicing Amount	$160.00
	number of events	3

	Deicing Total	**$480.00**
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
MEDPARK STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
DOWNTOWN DENTON TRANSIT CENTER		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**

Denton County Transportation Authority
Lewisville, Texas

Company Name **Lakehill Environmental**

Option Two Deicing (10/1/2023 - 9/30/2024)

HEBRON STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
OLD TOWN STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
HIGHLAND VILLAGE/LEWISVILLE LAKE STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
MEDPARK STATION		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**
DOWNTOWN DENTON TRANSIT CENTER		
	Deicing Amount	$160.00
	number of events	3
	Deicing Total	**$480.00**

DCTA | DENTON COUNTY TRANSPORTATION AUTHORITY

November 11, 2019

ADDENDUM NO. 1

RFB 20-01

Landscape and Maintenance Services

Changes:

1. Add List of Subcontractors to solicitation. This form is to be completed only if using subcontractors.
2. Add Irrigation Designs to solicitation for reference.

Attachments:

1) List of Subcontractors
2) Irrigation Designs

Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.

Sarah Martinez,
Director of Procurement, CPPB

Acknowledged by: Lakehill Environmental / Steve Williams Date: 12/10/19
Firm/Representative

DCTA DENTON COUNTY TRANSPORTATION AUTHORITY

November 18, 2019

ADDENDUM NO. 2

RFB 20-02

Landscape and Maintenance Services

Changes:

1. Change solicitation due date and time from November 21, 2019 at 2:00 PM CST to **December 2, 2019 at 2:00 PM CST.**

2. Delete Bid Sheets and replace with attached revised Bid Sheets.

3. Delete first sentence from Scope of Work, Terms and Conditions section 5.23 which reads: "Implement snow and ice removal practices as referenced in 2.08."

Attachments:

1) Revised Bid Sheets

Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.

Sarah Martinez,
Director of Procurement, CPPB

Acknowledged by: Lakehill Environmental / Steve Williams Date: 12/10/19
Firm/Representative

DCTA DENTON COUNTY TRANSPORTATION AUTHORITY

November 25, 2019

ADDENDUM NO. 3

RFB 20-02

Landscape and Maintenance Services

Changes:

1. Change solicitation due date and time from December 2, 2019 at 2:00 PM CST to **December 6, 2019 at 2:00 PM CST.**

2. Delete Bid Sheets and replace with attached revised Bid Sheets.

Attachments:

1) Revised Bid Sheets

Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.

Sarah Martinez,
Director of Procurement, CPPB

Acknowledged by: Lakehill Environmental / Peter Villani Date: 12/10/19
Firm/Representative

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

DCTA | DENTON COUNTY TRANSPORTATION AUTHORITY

November 25, 2019

ADDENDUM NO. 4

RFB 20-02

Landscape and Maintenance Services

Changes:

1. Change solicitation due date and time from December 6, 2019 at 2:00 PM CST to **December 9, 2019 at 2:00 PM CST.**

2. Delete Bid Sheets and replace with attached revised Bid Sheets.

Attachments:

1) Revised Bid Sheets

Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.

Sarah Martinez,
Director of Procurement, CPPB

Acknowledged by: Lakehill Environmental / [signature] Date: 12-2-19
Firm/Representative

Board of Directors Memo

January 23, 2020

SUBJECT: RFP for Transit and Transportation Planning Services Update

Background

Historically, DCTA has retained on-call contracts with planning firms to assist with Agency planning initiatives. DCTA currently has two firms under contract for these on-call planning services; Nelson Nygaard and HDR. Both contracts will expire April 5, 2020. To ensure continuity of the Agency's ability to leverage consultancy expertise, DCTA released an RFP for Transit and Transportation Planning Services in November. The deadline for proposals for this RFP has passed, however this RFP is still an active procurement as proposals are still being evaluated by DCTA staff.

The purpose of this item is to provide an update to the Board of Directors regarding the RFP procurement. Staff anticipates bringing a request to the Board in February to award contracts for these on-call planning services.

Exhibits

Exhibit 1: RFP for Transit and Transportation Planning Services

Submitted By: _____
Tim Palermo, Senior Regional Planner

Approval: _____
Kristina Holcomb, Deputy CEO

Solicitation 20-02

Transit and Transportation Planning Services

Bid Designation: Public

Denton County Transportation Authority

Bid 20-02
Transit and Transportation Planning Services

Bid Number	20-02
Bid Title	Transit and Transportation Planning Services
Bid Start Date	Nov 4, 2019 3:33:34 PM CST
Bid End Date	Dec 10, 2019 3:00:00 PM CST
Question & Answer End Date	Nov 21, 2019 5:00:00 PM CST
Bid Contact	Sarah Martinez Director of Procurement Finance smartinez@dcta.net
Pre-Bid Conference	**Nov 14, 2019 10:00:00 AM CST** **Attendance is optional** **Location: 1955 Lakeway Drive, Suite 260, Lewisville, TX 75057**

Description

Denton County Transportation Authority (DCTA) is requesting proposals for Transit and Transportation Planning Services. See attached RFP package for additional information.

A Pre-Proposal Conference is scheduled for November 14, 2019 at 10:00am CT. It will be held at the DTCA Administrative Office.

SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION No./TYPE	20-02 Request for Proposals
TITLE	Transit and Transportation Planning Services

PROCUREMENT SCHEDULE Dates and times are subject to change, any changes will be issued by addenda.

PRE BID/PROPOSAL MEETING DATE	November 14, 2019 10:00 am CST	PRE BID/PROPOSAL MEETING LOCATION	1955 Lakeway Drive Suite 260 Lewisville, TX 75057
QUESTIONS DUE	November 21, 2019 by 5:00 pm CST	RESPONSES TO QUESTIONS RELEASED	November 27, 2019 by 5:00 pm CST
DUE DATE/TIME	**December 10, 2019 at 3:00 pm CST**		

QUESTIONS/ CLARIFICATIONS

All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses

ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO

Sarah Martinez
procurement@dcta.net
or submitted via BidSync at www.bidsync.com

RECEIPT OF BID/PROPOSAL

Prior to the time and date indicated above, all bid/proposal packages must be hand delivered or mailed to Procurement at:

DCTA
1955 Lakeway Drive, Suite 260
ATTN: Sarah Martinez
SOLICITATION #20-02
Lewisville, Texas 75057

Bid/Proposal packages received after the due time and date shall not be considered and will be returned unopened. All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.

DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.

ACCEPTANCE PERIOD

BIDS/PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE

DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM

It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at www.dcta.net

DBE GOAL **☐yes ☒no DBE goal 0%**

DAVIS-BACON AND COPELAND ANTI-KICKBACK

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5).The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).

CERTIFIED PAYROLL **☐yes ☒no Wage Rate**

BID/PROPOSAL ENDORSEMENT **TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY**

BUSINESS NAME			
CONTACT NAME		TITLE	
TELEPHONE		EMAIL	
ADDRESS			
SIGNATURE		**DATE**	

SCOPE OF WORK, TERMS AND CONDITIONS

1. CONTRACT

Submission of a proposal constitutes an offer to perform the work specified and to be bound by the terms contained or referenced herein. Upon acceptance of the offer, and upon award of the Contract to the successful offeror (if any), this procurement solicitation document (entitled "Request for Proposal") together with the completed and executed forms required herein, and all attachments hereto, together with the contract shall collectively constitute the Contract documents.

2. CONTRACT TERM

The initial term of the contract shall be for three (3) years with the option to renew for two (2) additional one (1) year terms. The contract will automatically renew each year unless either party provides a written notice sixty (60) days prior to the renewal date of their intent not to renew.

3. BACKGROUND

Denton County Transportation Authority (“DCTA”) is the coordinated county transportation authority for Denton County and a political subdivision of the State of Texas. DCTA serves our member cities of Denton, Highland Village, and Lewisville with mobility solutions. In addition, DCTA also provides contracted services for the City of Frisco, University of North Texas, North Central Texas College and the City of McKinney which oversees the McKinney Urban Transit District which is comprised of McKinney, Melissa, Lowry Crossing, Celina and Princeton. As a regional partner in coordinating mobility across the Dallas-Fort Worth region, DCTA works closely with Dallas Area Rapid Transit (DART) and Trinity Metro (formerly Fort Worth Transportation Authority) to develop programs which support ridership across all three transit systems.

4. AGENCY OBJECTIVES

DCTA would like to increase the use of non-traditional transit services and products to allow for a more tailored response to the demands of various ridership markets. DCTA believes the future of transit will require a network of multiple service solutions. Accordingly, DCTA has contracts with thirty (30) Mobility-as-a-Service (Maas) firms with expertise in self-dispatching, demand-response rideshare solutions, and systems integration. The selected firms shall work with these firms towards development of a robust, equitable, consumer-centric transportation system which leverages existing infrastructure.

5. SCOPE OF SERVICES

DCTA is planning a substantial and continuing effort to review and expand DCTA transit services to better serve Denton County. While specific projects are being finalized based on need and available funding, Task Orders are anticipated to be issued in the following five key areas of work and should be reflected in your proposal.

1. Innovative Service Delivery

- Develop strategies to complement existing transit services and improve operating efficiencies using MaaS partners and other alternatives to traditional transit service.
- Work closely with DCTA's contracted roster of MaaS, TNC, systems integration, microtransit companies, and software developers.
- Develop transit service plans which integrate multiple providers towards coordinated and more efficient regional mobility system.

2. Transit System Planning
   - Work with DCTA executive staff, board members and funding partners to develop and promote service expansion plans
   - Conduct transit corridor and route analysis
   - Develop cost and revenue models to support potential new transit corridors
   - Provide ridership projections for potential new corridors of service
   - Establish a comprehensive performance measurement program linked to specific targets and policy objectives contained in an updated Long-Range Service Plan
   - Develop operational and capital needs assessment and projections
   - Provide elements to update DCTA's Long Range Service Plan
   - Identify potential grant funding opportunities aligned with DCTA's service expansion plans

3. Transit Service Planning
   - Update DCTA service standards, performance metrics, and provide tracking tools
   - Update DCTA Title VI Plan and perform Title VI analyses as planned
   - Update bus stop inventory make provide recommendations regarding bus stop consolidation and bus stop amenities
   - Support agency compliance with Federal and Station regulatory requirements (including NTD reporting)

4. Transit Oriented Development (TOD)
   - Work with DCTA's executive staff to identify, plan and manage transit-oriented development
   - Research and negotiate with cities, developers and property owners to acquire strategic locations for future service expansion
   - Identify TOD and joint development opportunities at existing A-train park & ride facilities
   - Provide conceptual plans for potential TOD & Joint Development projects

5. Public Involvement & Stakeholder Relations
   - Develop and execute necessary public involvement strategies
   - Conduct market research through surveys, focus groups and other methods

6. OVERVIEW

DCTA is requesting proposals for Transit and Transportation Planning Services to support DCTA's Planning and Development initiatives as per the Scope of Work herein. DCTA intends to select multiple firms to assist with various elements of agency planning activities.

PROPOSAL SUBMITTAL INFORMATION

The responses shall be submitted on standard 8-1/2" x 11" paper and should describe the firm, consultant(s), and key staff members who will be directly involved, a list of references, statement of qualifications; and other information relevant to the services offered and expertise provided by the respondent.

The respondent shall submit one (1) signed hardcopy original, four (4) copies of the proposal in the described proposal format. The proposal shall not exceed 25 double sided pages.

The page count shall not include:

- Cover Letter (two page maximum)
- Front and back cover and section dividers (bindings and covers will be at the discretion of the Proposer).
- Company brochure (not more than one item), which shall be part of the Appendix.
- Required certificates and forms

Each technical proposal shall include the following information:

LETTER OF TRANSMITTAL

The letter of transmittal must contain the following statements and information:

- Company name, address, telephone number(s), and website.
- Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the firm and to whom correspondence should be directed.
- A brief statement of your understanding of the services to be performed and a positive commitment to provide services as specified.
- The letter must be signed by a corporate officer or person authorized to bind the proposer to the proposal and cost schedule.
- A statement indicating that the proposal and cost schedule will be valid and binding for ninety (90) days following the proposal due date and will become part of the contract.

TAB 1: QUALIFICATIONS AND EXPERIENCE

- Briefly introduce firm, providing a summary of the administration, organizations and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names for the core management team which will undertake this engagement along with size of firm, range of services offered, location where management and coordination services will be performed.
- Identify the project manager and each individual who will work as part of this engagement and provide resumes for each. Include any professional designations and affiliations, certifications and licenses, etc. or other information that will illustrate the technical competence of the proposed personnel.
- Demonstrate the firm's knowledge and understanding of the Service required by DCTA.

- Demonstrate the firm's capabilities in transit/transportation services while specifically addressing the following four key areas: System Planning, System Planning, Transit Oriented Development and Public Involvement & Stakeholder Relations.
- Please list any special certifications by firm and/or key employees
- Identify Small, Minority-owned, DBE, and Woman-owned business, if applicable, intended to be utilized on this project.

TAB 2: PROJECT APPROACH

This section should include a detailed summary of the approach to be undertaken for development of this effort and individuals responsible for the deliverables. It must be based on the project understanding and Scope of Services but provide additional detail on the process to be used in delivering these services. The responsibilities of any sub-contractors, if any, should be clearly noted.

Additionally, this section must:

- Detail the firm's approach to meeting the scope of services defined herein
- Indicate in a narrative format the firms understanding of the scope of work, including a detailed project plan for this engagement outlying major tasks and responsibilities, time frames, and staff assignments.
- Specify how this process will ensure timely delivery of services within scope and budget.

TAB 3: PAST PERFORMANCE AND REFERENCES

- Describe experience of the firm in the last 60 months in performing services in similar size and scope, highlighting work in the public sector.
- Provide a minimum of three (3) recent public agency references for which firm has provided services in the last 60 months similar to Scope of Services outlined in this RFP. Each reference should include the following:
    - Brief narrative describing each project
    - Firm's representative for each project
    - Key staff involved and roles on each project
    - Location of Firm's office(s) where work was performed
    - Client's name, title, addresses and telephone number referenced for each project

TAB 4: PRICING

The proposed pricing shall include all costs necessary to fully complete the project by providing loaded hourly rates for proposed services.

TAB 5: ATTACHMENTS

Include company brochure, copies of referenced certifications, acknowledgement of any Addenda issued, certifications and required forms, and any other attachments or acknowledgement required as part of this submittal.

TAB 6: APPENDIX

The following documents/forms will be completed by the Offeror and must be submitted with the Technical Proposal:

- Exhibit A Bidder's Questionnaire
- Exhibit B Prohibition of Contracts with Companies that Boycott Israel
- Exhibit C Non-Collusion Affidavit
- Exhibit D Form CIQ Conflict of Interest Questionnaire
- Exhibit E Certification of Suspension and Debarment
- Exhibit F Certifications and Restrictions on Lobbying

Each Proposer shall submit a detailed response to the RFP. The response shall include sufficient information to enable the Denton County Transportation Authority to evaluate the capabilities of the Proposer and its approach to providing the specified services. Best Value will be the base for the evaluation. Unnecessarily elaborate or voluminous responses are neither required nor wanted. The 25-page limit and other requirements described shall be enforced. Discussion of the firm's experience, which is not related to the specified services, should not be included. The response shall specifically address the issues raised, and provide the information requested.

It is the responsibility of the proposer to examine the entire RFP package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

Proposers may not contact members of the Authority's Board of Directors concerning this procurement. Any proposer violating this provision may be disqualified from consideration in this procurement.

DCTA will not respond to oral requests. Any request for a change to any part of this document must be fully supported with technical data, or other pertinent information evidencing that the exception will result in a condition equal to or better than the required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by DCTA in the form of an addendum. Only written responses (including e-mail and/or e-mail attachments) provided as addenda shall be official and all other forms of communication with any officer, employee or agent of DCTA shall not be binding on DCTA.

EVALUATION AND SELECTION

1. GENERAL RESPONSIVENESS

In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the Request for Proposal, and DCTA must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. Proposals which do not comply with all the terms and conditions of this solicitation may be rejected as nonresponsive. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meet the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.

2. EVALUATION OF PROPOSAL

Proposals will be reviewed for compliance with the requirements of the RFP. Those proposals which are deemed incomplete will be rejected. Proposals will also be scored on the clarity and completeness.

A committee of DCTA staff will evaluate the responses and will make a recommendation for award(s) based on the best value to the agency. Evaluation will be based on the following criteria:

SCORING CRITERIA	WEIGHT
Experience and Qualifications Firms must demonstrate experience with projects dealing with a wide variety of transit planning support services focusing on the five (5) key elements: Innovative Service Delivery, Transit System Planning, Transit Service Planning, Transit Oriented Development (TOD) and Public Involvement & Stakeholder Relations Demonstrate experience with operational and capital expense needs assessment and projections, revenue projections and financial modeling. Demonstrate experience with research and applying innovative/non-conventional alternatives to compliment feeder service within a transit system (bike share, ride share, on-demand response service, technological enabled services, etc.) Demonstrate knowledge and experience of land use, property development and transit-oriented development conceptual planning and modeling. Demonstrate familiarity with the development and implementation of public involvement strategies including stakeholder involvement, passenger surveying, public meetings and focus groups. Demonstrate the firm's experience in transit/transportation planning. Explain the firm's organization and management plan for this contract. Describe team member activity in professional registrations and firm's	50%

professional affiliations. Demonstrate knowledge and experience with federal, state, and local regulatory agencies, local municipalities and transportation agencies within the DFW Metroplex. Demonstrate knowledge and understanding of the regional public transportation network within the DFW Metroplex. Demonstrate the knowledge and understanding of the unique nature of transit and transportation planning, specifically as it relates to DCTA and the DFW Metroplex	
Project Approach Demonstrate knowledge and understanding of unique nature of transit and transportation planning, specifically as it relates to DCTA and the DFW Metroplex, providing detailed project plan and meeting Scope of Services herein Specifies how process will ensure timely delivery of services within scope and budget	20%
Past Performance and References Demonstrate past performance in the four key areas of contract: Transit System Planning, Transit Service Planning, Transit Oriented Development, Public Involvement & Stakeholder Relations Demonstrate past performance within last 60 months on contracts with government, non-profit or transit agencies Provide a minimum of three (3) references within last 60 months, complete with a brief summary of services provided, as well as address and telephone number of government, non-profit or transit agency for whom the Contractor has provided similar transit planning work Demonstrate past performance on contracts with government, non-profit or transit agencies	20%
Price Comparison of hourly billing rates by category. Ensure a description of the experience/qualification of each category is included	10%
Total	100%
Required Forms and Certifications All applicable forms and certifications listed in the proposal submittal information sections must be included with the proposal in Appendix 6.	Pass/Fail

3. TECHNICAL EVALUATION

Following evaluation and scoring of the technical proposals submitted, DCTA will identify those firms technically qualified to perform the work. If DCTA determines that a Proposal

is not technically sufficient or a Proposer is not technically qualified, that Proposal will not be evaluated further.

4. INTERVIEWS

The evaluation committee will determine whether acceptance of the most favorable initial proposals without discussion is appropriate, or whether interviews and/or discussions should be conducted. Interviews may be conducted by phone or webinar.

5. BEST AND FINAL OFFER

DCTA reserves the right to request a best and final offer from all or select proposers.

6. CONTRACT AWARD

DCTA reserves the right to award multiple task order contracts. Awards will be made to the responsible firm whose proposals are most advantageous to DCTA. Accordingly, DCTA may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest Price Proposal if doing so would not be in the overall best interest of DCTA.

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Governmentfinanced international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation – Applicability – All Contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over $150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Lobbying – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over $100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at $250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the
contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air – Applicability – All contracts over $150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties – Applicability – All contracts except micropurchases ($10,000 or less, except for construction contracts over $2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over $10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is $250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.
If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.
Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make
an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient

determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over $25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," https:// www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the
Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)
The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)
The following requirements apply to the underlying contract:
The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit
Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating

assistance that will award prime third party contracts exceeding $250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or
activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution – Applicability – All contracts over $250,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor

arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights Data - Contracts involving experimental, developmental, or research work ($10,000 or less, except for construction contracts over $2,000).
Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable:

(a) Invention,

(b) Improvement, or

(c) Discovery,

(2) The Federal Government's rights arise when the patent or patentable information is:

(a) Conceived under the Project, or

(b) Reduced to practice under the Project, and

(3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to:

(a) Notify FTA immediately, and

(b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and

(2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.
Rights in Data and Copyrights
A. Definition of "Subject Data." means recorded information:

(1) Copyright. Whether or not copyrighted, and

(2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data":

(1) Include, but are not limited to:
(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but

(2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but

(2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that:

(1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable,

(2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that:

(1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,

(2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,

(3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing,

(4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,

(5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but

(6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

(1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties,

2 The Federal Government's employees acting within the scope of their official duties, and

3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either:

(1) Implies a license to the Federal Government under any patent, or

(2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:

(1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and

(2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

(1) The Freedom of Information Act, 5 U.S.C. § 552,

(2) Another applicable Federal law requiring access to Project records,

(3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or

(4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over $10,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
b. The 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 this contract. 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49

CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micropurchases $10,000 or less, (except for construction contracts over $2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOTrequired contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements:

Full and Open Competition - In accordance with 49 U.S.C. $ 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by
SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure
to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. $ 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and
year, name of the Federal agency, and name of the pass through entity.

Veterans Preference - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a “Seat Belt Use” provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Organizational Conflicts of Interest - The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

GENERAL TERMS AND CONDITIONS

1. CANCELLATION

The DCTA reserves the right to cancel this RFP or cancel the award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in DCTA's best interest. In no event shall the DCTA have any liability for the cancellation of award. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

2. EVALUATION AND AWARD OF CONTRACT

The Owner reserves the right to reject any and all proposals, to waive any and all informalities except for the time of submission of the Proposal and to negotiate contract terms with the Successful Proposer. The Owner also reserves the right to reject all nonconforming, non-responsive, unbalanced or conditional Proposals. Also, the Owner reserves the right to reject the Proposal of any Proposer if the Owner believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or has doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Proposals, the owner will consider the qualifications of the Proposers, whether or not the Proposals comply with the prescribed requirements, unit prices, completion time, and other data, as may be requested in the Proposal form or prior to the Notice of Award.

Because offers can at times be ambiguous, DCTA reserves the right to request additional information before making an award. DCTA also reserves the right to seek clarification from any proposer or offeror about any statement in its proposal that DCTA finds ambiguous.

The Owner may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as requested by the Owner:

The Owner may consider its past experience with the Proposer and any Subcontractors, Suppliers or other persons or organizations proposed to perform any portions of the Work, and the Owner reserves the right to reject any and all proposals from persons or organizations with whom the Owner has previously experienced problems including but not limited to issues relating to performance, workmanship, and disputes or litigation.

The Owner may conduct such investigations as the owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial stability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time.

If contract is to be awarded, it will be awarded to the best qualified Proposer whose evaluation by the Owner indicates to the Owner that the award will be in the best interests of the DCTA. DCTA may award the contract to a single supplier, affording DCTA the improved cost effectiveness as well as one stop shopping. If determined to be in the best interest of DCTA, it reserves the right to award to multiple proposers.

3. ADDENDUM

The contents of all addendums sent to proposer are to be incorporated in the RFP documents and will become part of the contract documents.

4. PROOF OF INSURABILITY

Proposer must submit proof of insurability with their proposal. Proof of insurability can be in the form of a letter from the Proposer's insurance provider stating the provider's commitment to insure the Proposer for the types of coverages and levels of coverages specified in this RFP.

5. CONFIDENTIALITY

It is in the public interest for the DCTA to receive as many proposals as possible. The DCTA acknowledges the possible confidential nature of any aspect of the proposal including the cost or price information requested by the Request for Proposals, and the DCTA obliges itself in good faith not to disclose any page of the proposal containing information which the Proposer clearly marks as confidential during the evaluation process. After contract award, disclosure of information shall be made only in accordance with Texas law and applicable Federal requirements.

6. TAXES

DCTA is tax exempt and shall furnish the successful proposer with the necessary tax exemption certificate.

7. INDEMNIFICATION

IN ADDITION TO ALL OTHER OBLIGATIONS OF INDEMNIFICATION SPECIFIED HEREIN, PROPOSER AGREES TO RELEASE AND BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, ITS BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, EMPLOYEES, SUBSIDIZERS AND INDEMNITIES, U.S. DEPARTMENT OF TRANSPORTATION, TEXAS DEPARTMENT OF TRANSPORTATION, DENTON COUNTY AND ALL GOVERNMENT FUNDING AGENCIES PROVIDING FUNDS OR SERVICES IN CONNECTION WITH THIS PROJECT (HEREINAFTER COLLECTIVELY REFERRED TO AS "DCTA"), FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, LIABILITY AND EXPENSE, INCLUDING CONSEQUENTIAL DAMAGES, COUNSEL FEES, WHETHER OR NOT ARISING OUT OF ANY CLAIM, SUIT OR ACTION AT LAW, IN EQUITY, OR OTHERWISE, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING NEGLIGENCE, ARISING OUT OF THE PERFORMANCE OF THE WORK BY REASON OF ANY ACCIDENT, LOSS OR DAMAGE OF PROPERTY, INCLUDING THE WORK SITE, PROPERTY OF DCTA AND PROPOSER, OR INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF DCTA, PROPOSER, SUBCONTRACTORS AT ANY TIER OR ANY PERSON WORKING ON PROPOSER'S BEHALF, CAUSED BY PROPOSER, WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THE CONTRACT, OR UPON OR AFTER COMPLETION OF THE PROJECT, WHETHER BROUGHT DIRECTLY BY THESE PERSONS OR BY ANYONE CLAIMING UNDER OR THROUGH THEM INCLUDING HEIRS, DEPENDENTS AND ESTATES.

PROPOSER ALSO AGREES FOR ITSELF AND ON BEHALF OF ITS AGENTS, SERVANTS, SUBCONTRACTORS, MATERIAL MEN, AND EMPLOYEES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DCTA FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER REGARDING SUBCONTRACTORS AND MATERIAL MEN AND AGREES TO ASSUME THE DEFENSE OF DCTA TO ANY SUCH SUIT AT ITS COST AND EXPENSE. THE PROPOSER FURTHER ASSUMES THE RISK OF LOSS AND DAMAGE TO MATERIALS, MACHINERY AND EQUIPMENT TO BE INCORPORATED IN THE WORK AT ALL TIMES PRIOR TO DELIVERY TO THE PROJECT SITE OR WHILE IN THE POSSESSION OR UNDER THE CONTROL OF THE PROPOSER.

PROPOSER, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, PROPOSERS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON PROPOSER'S BEHALF, HEREBY RELEASES AND AGREES TO BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, EXCEPT TO THE EXTENT THAT DCTA IS NEGLIGENT IN WHOLE OR IN PART, FOR ANY CLAIMS MADE BY AN EMPLOYEE, BOARD MEMBER, OFFICER, AGENT, WORKMAN OR SERVANT OF PROPOSER'S OR ANY OTHER PERSON WORKING ON PROPOSER'S BEHALF, INCLUDING CLAIMS FOR COMPENSATION OR BENEFITS PAYABLE TO ANY EXTENT BY

OR FOR PROPOSER UNDER ANY WORKERS' OR SIMILAR COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PROPOSER AND DCTA, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. A PROPOSER'S OBLIGATIONS UNDER THIS SECTION 7 SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROPOSER UNDER ANY RESULTANT AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF ANY RESULTANT AGREEMENT.

A PROPOSER'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATIONS, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATIONS, REASONABLE ATTORNEY'S FEES), AND PUNITIVE DAMAGES (IF ANY) ARISING OUT OF, OR IN CONNECTION WITH ANY (I) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE PROPOSER, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE; (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (III) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE PROPOSER, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

IN ADDITION, PROPOSER SHALL INDEMNIFY DCTA FOR ANY FINES AND LEGAL FEES INCURRED BECAUSE EMPLOYEES, AGENTS, OR WORKERS SUPPLIED BY PROPOSER ARE NOT AUTHORIZED TO WORK IN THE UNITED STATES.

By the execution and submission of this proposal, proposer acknowledges proposer has read and does comply with all terms and conditions, clauses and requirements contained herein.

8. PAYMENT

DCTA shall pay the PROPOSER, upon the submission of proper invoices. Unless otherwise specified in this contract, payment shall be made within thirty (30) days of receipt of a complete and correct invoice.

Proposer's invoices for the services rendered shall be submitted to the following address.

DCTA Accounts Payable
PO Box 96
Lewisville, TX 75067
Or email to accountspayable@dcta.net

9. ASSIGNMENT

The successful proposer shall not assign, sell, transfer or convey the agreement completely or in part, without the prior written consent of DCTA.

10. VENUE

The agreement will be governed and construed according to the laws of the State of Texas; and venue for any action concerning this contract shall be in Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

11. INDEPENDENT CONTRACTOR

It is understood and agreed by and between the parties, that successful proposer, in satisfying conditions in this contract, is acting independently, and that DCTA assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by successful proposer pursuant to this contract shall be in the capacity of an independent proposer, and not as an agent or employee of DCTA. Successful proposer shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this contract.

12. TERMINATION / DISPUTE RESOLUTION

Termination for Convenience of DCTA

DCTA may terminate all or part of this Contract upon determining that termination is in the public interest. Termination under this Article shall be effective upon delivery of written notice of termination to Contractor. Upon termination under this provision, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed before termination, and to payment for all reasonable Contract close-out costs including reasonable profit to include materials purchased and work performed. Within thirty (30) days after termination pursuant to this provision, Contractor shall submit an itemized invoice for all un- reimbursed Contract work completed before termination and all Contract close-out costs actually incurred by Contractor. DCTA shall not be liable for any costs invoiced later than thirty (30) days after termination notice. Contractor is not entitled to any alleged lost profit on work not performed but which would have been performed had this Contract not been terminated.

Termination for Default

If the Contractor refuses or fails to properly prosecute or perform the work or any separable part, with the diligence and good workmanship that will ensure its completion and acceptance within the time specified in this Contract including any extension, or fails to complete the work within this time, DCTA may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or not performed in a good workmanship like manner. In this event, DCTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, reports, schedules, appliances, or other work product necessary for completing the work. The Contractor and its sureties shall be liable for any damage to DCTA resulting from the Contractor's refusal or failure to complete the work within the specified time or not performed in a good workmanship like manner, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by DCTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this Article, if:

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of another Contractor in the performance of a contract with DCTA, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Project Manager), notifies the Project Manager in writing of the causes of delay. The Project Manager shall ascertain the facts and the extent of delay. If, in the judgment of the Project Manager, the findings of fact warrant such action, the time for completing the work shall be extended with an appropriate Contract amendment, the right to proceed terminated or no action taken by the Project Manager. The findings of the Project Manager shall be final and conclusive on the parties, but subject to Claims.

(3) The Contractor cures such failures to perform within 10 calendar days (or more if authorized in writing by the Project Manager) after receipt of the notice of default.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of DCTA.

Termination of Force Majeure

To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Disputes

Performance During Dispute – Unless otherwise directed by DCTA, contractor shall continue performance under this contract while matters in dispute are being resolved. Further, DCTA shall pay contractor for any undisputed work performed by contractor prior or during the resolution of the matters in dispute.

13. PROTEST PROCEDURES

Protests relative to this procurement will be reviewed and adjudicated by DCTA in accordance with its Procurement Policy and Procedures Manual maintained in DCTA's offices in Lewisville, TX.

14. ADMINISTRATIVE REMEDIES

Denton County Transportation Authority reserves the right to accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award the Contract in the best interest of the DCTA.

By submission of a proposal in response to this solicitation, the Proposer agrees to exhaust its administrative remedies under DCTA's Procurement Regulations or Disputes Clause of any resulting contract prior to seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any related contract. Protests relative to this procurement will be reviewed and adjudicated by DCTA in accordance with its Procurement Policy and Procedures Manual maintained in DCTA's offices in Lewisville, TX.

15. OPEN RECORDS

All responses submitted to DCTA become the property of DCTA and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of that Act. In no event shall DCTA, or any of its agents, Representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the RFB.

If a firm/individual has special concerns about information that it desires to make available to DCTA, but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate each page of that information, which the Proposer believes, should not be disclosed outside DCTA. Disclosure of requested information will be subject to the Texas Public Information Act.

16. CONTRACT

The successful Proposer may be required to execute a contract prepared and approved by DCTA General Counsel.

17. PROHIBITION OF BOYCOTT ISREAL

Company verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of $100,000.00 or more to be paid under the terms of this Contract.

18. PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES

DCTA is prohibited from entering into a contract with a company that does business with Iran, Sudan, or a foreign terrorist organization.

19. RELATIONSHIP AND WORK IN GENERAL

Contractor, an independent contractor, covenants and agrees to perform for the stated compensation, all of the services described in Scope of Work, Terms and Conditions of this Contract. Contractor agrees to complete the work in a professional and workmanlike manner with a high degree of care to ensure the accuracy and timeliness thereof.

20. ASSIGNMENT OF PERSONNEL

Contractor agrees to assign qualified staff members including a Project Manager who shall be responsible for the task administration and work performance.

21. EMPLOYMENT OF PERSONNEL

Contractor agrees to employ, at its own expense, all personnel required in performing the services under this contract. Personnel employed by Contractor shall not be employees of, nor have any contractual relationship with DCTA. All personnel engaged in the work shall be fully qualified and shall be authorized or licensed to perform such work as required.

22. EMPLOYMENT OF VETERANS

Applicable to capital projects only-Contractor shall provide a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of Title 5) who have the requisite skills and abilities to perform the construction work required under this contract. This shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

23. USE OF SUBCONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

No work or services under this Contract shall be subcontracted without the prior written approval of DCTA. DCTA reserves the right to reject any subcontractors proposed to be utilized on this project.

24. DBE SUBCONTRACTS

If DBE subcontractors are utilized to perform under this contract the contractor must make available to DCTA copies of all DBE subcontracts upon request. The subcontractor shall ensure that all subcontracts or agreements with the Prime to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26.55.

25. INSPECTION OF WORK

DCTA shall have the right to review and inspect the progress of the work described herein at all times.

26. COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. All reports, maps, and other documents produced under this contract shall become the property of DCTA. The Contractor shall, at its expense, defend all suits or proceedings instituted against DCTA and pay any award of damages assessed against DCTA in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right.

27. PROPRIETARY RIGHTS

Contractor agrees not to release data or information about the results of the project to any person outside of DCTA without first obtaining written authorization to release such information from DCTA.

28. OWNERSHIP OF DOCUMENTS

The parties agree and understand that any and all documents produced under this Contract are the sole and exclusive property of DCTA and DCTA retains ownership of all such documentation including, but not limited to, studies, plans, specifications, intellectual property and all related documents. To the extent necessary, CONTRACTOR HEREBY ASSIGNS AND TRANSFERS ANY AND ALL COPYRIGHTS TO DCTA.

29. MAINTENANCE OF RECORDS

Proposer must maintain records to show actual time involved in performance of the Work.

30. CHANGES BY CONTRACTOR

If, during the performance of Work under the Contract, the Contractor finds it impracticable to comply strictly with the specifications, the Contractor will notify the DCTA Project Manager and Procurement Manager immediately in writing.

31. WRITTEN ACCEPTANCE BY DCTA

Any proposals by Contractor that vary or add to this Contract shall be construed as additional terms or modifications and shall not become part of the Contract unless accepted in writing, by DCTA.

32. CHANGE ORDERS / CONTRACT MODIFICATIONS

All requests for changes in the work must be submitted in writing to the DCTA Project Manager. Changes shall be made only with the prior approval DCTA and only by appropriate written Change Order or Contract Modification as appropriate. The Procurement Manager may, at any time, by a written Change Order or Contract Modification, and without notice to the Surety (if any), make changes within the general scope of this Contract. If the change affects the Contractor's costs, then the Procurement Manager shall also make an equitable adjustment in the Contractor's compensation.

33. WHOLE AGREEMENTS

The Contract constitutes the whole of the agreement between the parties hereto and neither thereof has been induced to make or enter into the Contract by reason of any promise, agreement, representation, statement, or warranty other than contained herein.

34. PARTIAL INVALIDITY

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

35. TITLES AND HEADINGS FOR CONVENIENCE ONLY

As used throughout this Contract, titles and headings of sections are for convenience only, and shall not be used to aid in interpretation of the provisions contained herein.

36. COMPENSATION

The proposer shall be compensated for work in performance of the contract and per the agreed upon fees. The proposer shall include as part of his invoice a list of all subcontractors and the amounts to be paid to each of the subcontractors from this invoice. DCTA will require specific payment reporting criteria for all payments made to subcontractors and will provide additional information and forms upon selection as the awarded firm.

37. PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Denton County Transportation Authority. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Denton County Transportation Authority. This clause applies to both DBE and non-DBE subcontracts and must be included in contracts between the Denton County Transportation Authority, the prime contractor, sub contracts and sub-recipients.

38. RETAINAGE

The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Denton County Transportation Authority. This clause applies to both DBE and non-DBE subcontracts.

39. MINORITY OWNED FINANCIAL INSTITUTIONS

In accordance with the requirements of 49 CFR Part 26, and grant agreements between DCTA and the Department of Transportation (DOT), to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. Information regarding financial institutions may be obtained on-line from the Federal Reserve at http://www.federalreserve.gov/Releases/mob/current/default.htm

40. NON-DISCRIMINATION

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future solicitations as non-responsible

41. GRATUITIES

It shall be unethical for any person to offer, give, or agree to give any DCTA officer or former DCTA officer, or for any DCTA officer or former DCTA officer to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation therefore.

42. FUNDING

Funds for payment have been provided through the DCTA budget approved by the Board of Directors for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current DCTA fiscal year shall be subject to budget approval.

43. FEDERAL FUNDS

DCTA is a recipient of federal funds from the Federal Transit Authority (FTA) and as a recipient of federal funds specific clauses and certifications must be included in any contract that involves the disbursement of federal funds. If federal dollars will be utilized under this contract, Proposers must adhere to the clauses and certifications if applicable. All required clauses and certifications will be included if applicable.

44. PROCUREMENT OF RECOVERED MATERIALS

If federal dollars are utilized for this project all contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

45. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS

Proposers performing work on DCTA's behalf shall provide the DCTA a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein within ten (10) days of request from DCTA. Proposers shall provide DCTA evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the proposer's policy. Work shall not commence until insurance has been approved by DCTA.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A- or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. DCTA reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

COMMERCIAL GENERAL LIABILITY:

- Bodily Injury/Property Damage per occurrence $1,000,000
- General Aggregate $2,000,000
- Products/Completed Aggregate $2,000,000
- Personal Advertising Injury per occurrence $1,000,000
- Fire Damage $100,000
- Medical Expense $5,000

BUSINESS AUTO LIABILITY

to include coverage for:

- Owned/Leased vehicles
- Non-owned vehicles
- Hired vehicles
- Combined Single Limit $1,000,000

WORKERS' COMPENSATION EMPLOYERS' LIABILITY

to include:
each accident
Disease Policy Limits
Disease each employee

Statutory Limits per occurrence

- Each accident $1,000,000
- Disease Policy Limits $1,000,000
- Disease each employee $1,000,000

PROFESSIONAL LIABILITY (MAY NOT BE APPLICABLE)

- $1,000,000 per claim
- $1,000,000 per aggregate

ADDITIONAL INSURED:

The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name DCTA, its directors and employees as additional insured regarding Proposer's operations in performance of this Contract.

WAIVER OF SUBROGATION:

The Workers' Compensation and Employers' Liability shall be endorsed to provide a waiver of subrogation in favor of DCTA, its officers, directors and employees.

COVERAGE PRIMARY:

Such insurance as is provided therein shall be primary and non-contributing with any other valid and collectible insurance available to DCTA. The limits of liability required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required below.

NO COMMENCEMENT WITHOUT COVERAGE:

The Proposer shall not commence work at the site under this Contract until he/she has obtained all required insurance and until such insurance has been approved by DCTA. Proposer shall not allow any subcontractor to commence work until all similar required insurance has been obtained and approved. Approval of the insurance by DCTA shall not relieve or decrease the liability of the Proposer hereunder.

CERTIFICATES:

Certificate of Insurance evidencing insurance coverage as required shall be furnished to the Purchasing Manager prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. CERTIFICATES SHALL BE PROVIDED BY PROPOSER AND ANYONE INVOLVED IN THE PERFORMANCE OF WORK UNDER THIS CONTRACT (not otherwise included under Proposer's coverage), INCLUDING ALL SUBCONTRACTORS. All certificates from Proposer and any subcontractors must be issued reflecting DCTA as the certificate holder. All Certificates of Insurance shall reflect the Denton County Transportation Authority project number. Failure to furnish the required certificates of insurance within the time allowed shall not be considered cause for modification of any contractual time limits. All policies of insurance presented, as proof of compliance with the above requirements shall be on forms and with insurance companies approved by DCTA. All such insurance policies shall be provided by insurance companies having a Best's rating of A-VI rating or greater as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A-VI will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing prior to the award of the Contract. Certificate of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location, and the cancellation clause as required below.

NO LAPSE OR CANCELLATION:

The Proposer and any subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled, reduced, restricted, or limited until thirty (30) days after DCTA has received written notice. In the event of cancellation or lapse of insurance, the Proposer shall notify DCTA immediately and unless otherwise directed by DCTA, shall cease work until evidence of acceptable insurance coverage is supplied to DCTA.

BREACH:

Failure to maintain insurance coverage as required herein shall constitute a material breach and default.

SECTION XXXX:

DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

I. Bidder/Proposer Information

Policy Statement: It is the policy of Denton County Transportation Authority and the Department of Transportation with respect to DOT-assisted contracts that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of DCTA contracts. DCTA also encourages the use of small business enterprises in performance on all contracts.

To attain these policy objectives, DCTA's overall agency goal for DBE participation is 7.5 % of federally funded contract amounts.

DBE Obligation: DCTA and its contractors agree to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts awarded by DCTA. In this regard, DCTA and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. DCTA and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DCTA contracts, including DOT-assisted contracts.

It is the policy of the Denton County Transportation Authority (DCTA) to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

"Disadvantaged Business Enterprise (DBE)" means a for-profit small business concern which (a) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of any publicly owned business in which 51 percent of the stock is owned by one or more such individuals, (b) whose management and daily business operations are controlled

by one or more of the socially and economically disadvantaged individuals who own it, and (c) is a small business concern as defined by the U.S. Small Business Administration (SBA).

DCTA shall make a refutable presumption that individuals in the following groups are socially and economically disadvantaged. DCTA may also determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are DBEs:

1. Black Americans
2. Hispanic Americans
3. Native Americans
4. Asian-Pacific Americans
5. Subcontinent Asian Americans
6. Women, regardless of race, ethnicity, or origin
7. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration.

Breach of Contract. All sub recipients, subcontractors, or contractors are advised that failure to carry out the requirements set forth in the Program shall constitute a breach of contract, and, after DOT is notified (on DOT-assisted agreements and/or contracts), may result in termination by DCTA of the agreement or contract, debarment, and/or such other remedy as DCTA deems appropriate.

DCTA has a written document that fully describes its DBE policy and program. The document is available upon request at the following address:

DCTA DBE Liaison Officer
1955 Lakeway Drive, Suite 260
Lewisville, Texas 75057

DCTA's DBE Program can be found at https://www.dcta.net/about-dcta/procurement-opportunities/dcta-disadvantaged-business-enterprise-program

II. Compliance Requirements

Compliance with the DBE Policy and Program is essential in order for a Bidder/Proposer to be eligible to enter into a contract with DCTA. Compliance consists of:

a. Meeting or exceeding the DCTA DBE percentage participation goals established for this solicitation; or
b. Demonstrating "Good Faith Efforts" to meet such participation goals; or
c. Demonstrating that the solicitation comes within the exception to the DBE percentage participation goals as being procurement for a standard manufactured item or other similar procurement not open to subcontracting opportunities.

In order to demonstrate compliance through "Good Faith Efforts", a Bidder/Proposer must submit with its bid/proposal sufficient information to enable DCTA to determine that the efforts made by the Bidder/Proposer to obtain DBE participation were such efforts that a Bidder/Proposer actively and aggressively seeking to meet those goals

would make.

Actions or efforts, which are merely “pro forma” or “going through the motions,” do not constitute “Good Faith Efforts” to obtain the participation of DBEs. Similarly, even efforts which are sincerely motivated but which, given all circumstances relevant to the particular solicitation, could not be reasonably expected to produce a level of DBE participation sufficient to meet the goal do not constitute “Good Faith Efforts.” In determining whether a Bidder/Proposer made a Good Faith Effort to obtain the DBE participation percentage goal, DCTA will look at not only the different kinds of efforts that the Bidder/Proposer has made, but also the quality and intensity of these efforts.

To assist DCTA in making the required judgment concerning fulfillment of “Good Faith Efforts,” the Department of Transportation has prepared a list illustrating the kinds of actions, which would indicate that a Bidder/Proposer has made a Good Faith Effort. These kinds of efforts include:

a. Whether the Bidder/Proposer attended pre-bid meetings that were scheduled by DCTA to inform DBEs of contracting and sub-contracting opportunities; or
b. Whether the Bidder/Proposer selected portions of the work to be performed by certified DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participations); or
c. Whether the Bidder/Proposer advertised in general circulation, trade association, and/or minority focus media concerning the sub-contracting opportunities; or
d. Whether the Bidder/Proposer provided written notice to a reasonable number of specified DBEs that their interest in the procurement was being solicited, in sufficient time to allow such DBEs to participate effectively, or
e. Whether the Bidder/Proposer followed up initial solicitation of interest by contacting DBEs to determine with certainty whether the DBEs were interested; or
f. Whether the Bidder/Proposer provided interested DBEs with adequate information about the plans, specifications, and requirements of the solicitation; or
g. Whether the Bidder/Proposer negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on their investigation of the capabilities; or
h. Whether the Bidder/Proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by DCTA or the Bidder/Proposer as Contractor; or
i. Whether the Bidder/Proposer effectively used the services of available minority community organizations; minority contractor groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

The above criterion is not intended to be an inventory or checklist. DCTA does not require any Bidder/Proposer to do any particular one or any combination of the items on the above list. It is not intended to be an exclusive or exhaustive list of all steps a Bidder/Proposer, acting in good faith, actively and aggressively seeking to obtain DBE participation would make. Other types of efforts or factors may be relevant in appropriate cases.

Competitors that fail to meet DBE goals and fail to demonstrate ""Good Faith Efforts"" may be considered non-responsive to the specifications and may be considered not eligible to be awarded the contract.

To ensure that all obligations under contracts awarded to DBEs are met, DCTA shall review the contractor's DBE involvement efforts during the performance of the contract. The contractor shall bring to the attention of DCTA any situation in which regularly scheduled progress payments are not made to DBE contractors.

III. Compliance Documentation

To demonstrate compliance with DCTA DBE Policy and Program, it is essential that all required documentation be submitted with the bid/proposal. This documentation consists of the following fully completed forms: DCTA Commitment Agreement Form 4906, and DCTA Good Faith Effort Form GFE, which appear in this Attachment, and additional relevant documentation and information where specified.

DCTA DBE Commitment Agreement Form 4906 **must** be completed by **all** Bidders/Proposers. DCTA Good Faith Effort Documentation also must be completed by a Bidder/Proposer who does not meet the DBE percentage participation goals established for this procurement but who wishes to show compliance with the Policy and Program because of having made Good Faith Efforts to meet those goals.

All information relative to the particular method of Bidder/Proposer's compliance as set out in this document **must be submitted with the bid/proposal**. Any bidder/proposer may also include any additional information it believes would be helpful in demonstrating to DCTA its compliance with DCTA DBE Policy Program. **Information submitted after the deadline for the submission of bids will not be considered.**

IV. Counting Participation Toward Meeting DBE Goal

DBE participation shall be counted toward meeting goals set in accordance with DOT's DBE regulations at 49 CFR Part 26 and DCTA's program as follows:

(a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the

performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

(1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

(1) The DBE must be responsible for the management and supervision of the entire

trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate Department Operating Administration.

(6) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1)(i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2)(i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

(f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in § 26.87(i)).

(g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.

(h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

V. Termination/Substitution of a DBE

Denton County Transportation Authority (DCTA) requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without DCTA'S PRIOR written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation.

The contractor shall utilize the specific DBE's listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from DCTA. Without written consent by DCTA, the contractor shall not be entitled to any payment for work or material unless it is supplied by the listed DBE.

Before transmitting to Denton County Transportation Authority (DCTA) its request to terminate, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to DCTA, of its intent to request to terminate and/or substitute, and the reason for the request. A copy of this notice must be provided to Denton County Transportation Authority (DCTA) prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise Denton

County Transportation Authority (DCTA) of why it objects to the proposed termination.

In those instances where "good cause" exists to terminate a DBE's contract, Denton County Transportation Authority (DCTA) will require the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. The good faith efforts shall be documented by the contractor. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. Contractor is required to submit Form 4906B Change of Subcontractor Form to DCTA for review and approval.

In this situation, DCTA will require the prime contractor to obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, DCTA's contracting officer may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

VI. Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Denton County Transportation Authority (DCTA) or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

The contractor is required to submit Form 4907 Monthly Subcontractor Progress Report to DCTA no later than the 10th calendar day of the month for the previous month activity.

At the completion of the project the contractor will be required to submit Form 4908 Subcontractor final Report to DCTA for review and approval.

VII. Transit Vehicle Manufacturers

Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.

A TVM's failure to implement the DBE Program in the manner as prescribed in this section and throughout 49 CFR part 26 will be deemed as non-compliance, which will result in removal from FTA's certified TVMs list, resulting in that manufacturer becoming ineligible to bid.

FTA recipient's failure to comply with the requirements set forth in paragraph (a) of this section may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).

DCTA is required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement.

If you are a transit vehicle manufacturer, you must establish and submit for FTA's approval an annual overall percentage goal.

The requirements of this part with respect to submission and approval of overall goals apply to you as they do to recipients.

Transit vehicle manufacturers awarded must comply with the reporting requirements of §26.11 of this part including the requirement to submit the Uniform Report of Awards or Commitments and Payments, in order to remain eligible to bid on FTA assisted transit vehicle procurements.

Transit vehicle manufacturers must implement all other applicable requirements of this part, except those relating to UCPs and DBE certification procedures.

1. Name of Contractor ("Business", herein)

2. Doing Business As (other business name if applicable)

3. Federal Tax ID Number

4. Business Mailing Address (include City/State/Zip Code)

5. Business Email Address

6. Business Telephone | Business Fax Number

7. Business Type
☐Individual ☐Partnership ☐Corporation ☐Joint Venture

8. Number of Years in Business

9. Annual Gross Revenue for the past three years (M = Millions)
☐$1M or Less ☐$1M-$5M ☐$5M-$10M ☐$10M-$16M ☐$16M+

10. Number of Employees
☐100 or Less ☐101-500 ☐501-750 ☐751-1,000 ☐1,001+

11. Is Business a DBE Firm?
☐Yes ☐No

12. Is Business Owned by Minority Ethnicity?
☐Yes ☐No

13. Ethnic Group
☐Black American ☐Asian Pacific American ☐Other
☐Hispanic American ☐Subcontinent Asian American
☐Native American ☐White/Caucasian

14. Woman Owned?
☐Yes ☐No

15. Veteran Owned
☐Yes ☐No

16. Type of Work Performed
☐Construction ☐Wholesale/Distributor
☐Manufacturing ☐Professional Service
☐Retail ☐General/Technical Service

17. Has the Business, or any officer or partner thereof, failed to complete a contract?
☐Yes ☐No

18. Is any litigation pending against the Business?
☐Yes ☐No

19. Has the Business ever been declared "Not Responsible"
☐Yes ☐No

20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?
☐Yes ☐No

21. Has the Business ever been a defaulter, as principal, surety or otherwise?
☐Yes ☐No

22. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default?
☐Yes ☐No

23. Is the Business in arrears upon a contract or debt?
☐Yes ☐No

24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?
☐Yes ☐No

25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?
☐Yes ☐No

26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.

27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA may have grounds for initiating legal action under federal, state or local law. ***Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow DCTA to report the amount of subcontracting activity for DCTA.***

Printed Name _____

Title _____

Signature of Owner _____

Date _____

Email Address _____

(Owner, CEO, President, Majority Stockholder or Designated Representative)
Questions about this document should be directed to the Procurement Manager

Prohibition of Contracts with Companies Boycotting Israel

This form must be completed and submitted with the bid/proposal

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition of Contracts with Companies Boycotting Israel.

Effective September 1, 2017, a state agency and a political subdivision (which includes a transportation authority) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"I, _____(Name of certifying official), the _____ (title or position of certifying official) of _____(name of company), verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of $100,000.00 or more to be paid under the terms of this Contract.

_____
Signature of Certifying Official

Title:

Date:

NON-COLLUSION AFFIDAVIT

This affidavit must be completed and submitted with the bid/proposal

The authorized representative for b i d d e r / proposer, _____, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

_____

Signature of Authorized Company Representative

_____

Name and Title of Authorized Company Representative

_____

Date

Subscribed and sworn to before me on _____ (Date)

(Notary Seal) _____ Signature Notary Public

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

(1) Debarred,
(2) Suspended,
(3) Proposed for debarment,
(4) Declared ineligible,
(5) Voluntarily excluded, or
(6) Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

(1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
(2) Violation of any Federal or State antitrust statute, or
(3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

(1) Equals or exceeds $25,000,
(2) Is for audit services, or
(3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:
(1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
(2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

a. Debarred from participation in its federally funded Project,
b. Suspended from participation in its federally funded Project,
c. Proposed for debarment from participation in its federally funded Project,
d. Declared ineligible to participate in its federally funded Project,
e. Voluntarily excluded from participation in its federally funded Project, or
f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Name and Title of Contractor's Authorized Official _____

Signature_____Date_____

LOBBYING RESTRICTION CERTIFICATION

This certification must be completed and submitted with the proposal

The undersigned Contractor, _____, 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 an 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

Question and Answers for Bid #20-02 - Transit and Transportation Planning Services

Overall Bid Questions
There are no questions associated with this bid.

DCTA Board Agenda Outlook

as of 01.17.2020

FEBRUARY 27, 2020	MARCH 26, 2020	APRIL 23, 2020
GUEST PRESENTER ▪ HillCo: Firm Overview & Legislative Strategy Presentation ▪ Christof Spieler, Huitt-Zollars presentation *(Confirmed)* ***CONSENT*** ▪ Approval of Minutes ▪ Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report) ***INFORMATIONAL REPORTS*** ▪ Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers) ▪ Citizens' Advisory Team Meeting Recap Report ***REGULAR AGENDA*** ***Discussion Topics*** ▪ ***Action*** ▪ Final Report for Fiscal Year End 9/30/2019 by Weaver & Tidwell, LLP and Approve the FY2019 Financial Statements and Supplementary Information ▪ Transit and Transportation Planning Contract Award ***Information*** ▪ Local & Regional Transportation Updates and Legislative Issues *City Updates on Transit Related items & DART Related items will be included in the Agenda item "Regional Transportation Updates and Legislative Issues"*	***CONSENT*** ▪ Approval of Minutes ▪ Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report) ***INFORMATIONAL REPORTS*** ▪ Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers) ▪ Social Service Agency Round Table Recap Report (February 2020) ***REGULAR AGENDA*** ***Discussion Topics*** ▪ ***Action*** ▪ Transformation Initiative Consultant and Task Order #1 ▪ PR Software Contract (expires May 2020) ***Information*** ▪ Local & Regional Transportation Updates and Legislative Issues *City Updates on Transit Related items & DART Related items will be included in the Agenda item "Regional Transportation Updates and Legislative Issues"*	***CONSENT*** ▪ Approval of Minutes ▪ Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report) ▪ Quarterly Investment Report ▪ Quarterly Grants Report ***INFORMATIONAL REPORTS*** ▪ Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers) ***REGULAR AGENDA*** ***Discussion Topics*** ▪ ***Action*** ▪ Transformation Initiative Task Order #2 ***Information*** ▪ Local & Regional Transportation Updates and Legislative Issues