



## Board of Directors Regular Meeting

February 27, 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

### CONVENE EXECUTIVE SESSION - *Approximately 30-45 minutes*

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

- A. 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 CEO's Performance Review.

### RECONVENE OPEN SESSION

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

### 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. Christof Spieler, PE, LEED AP, Director of Planning for Huitt-Zollars: *Trains, Buses, People – An Opinionated Atlas of US Transit.*
2. HillCo Partners, LLC: Firm Overview and Political Landscape Presentation



## CONSENT AGENDA

### 1. Consider Approval of January 23, 2020 Minutes

#### *Action Item*

Presenter: Dianne Costa, Highland Village, Board Chair  
Item Summary: Approval of the January 23, 2020 meeting minutes will be requested.  
Backup Information: Consent Item 1: January 23, 2020 Minutes

### 2. Consider Approval of Monthly Financial Statements for January 2020

#### *Action Item*

Presenter: Marisa Perry, CFO/VP of Finance  
Item Summary: Board approval will be requested of the following items:

- o Financial Statements for January 2020
- o Capital Projects Budget Report for January 2020

Backup Information: Memo: Monthly Financial Statements for January 2020  
Exhibit 1: Monthly Financials – January 2020  
Exhibit 2: Capital Projects Budget Report – January 2020

## 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: Monthly Mobility-as-a-Service Update  
Memo 3: Budget Information

### 2. Citizens' Advisory Team Meeting Recap Report

Item Summary: DCTA staff will answer questions of the Board regarding the January 2020 Citizens' Advisory Team Meeting Recap Report.  
Backup Information: Exhibit 1: Citizens' Advisory Team Meeting Recap Report (January 2020)

### 3. Transformation Initiative Update

Item Summary: DCTA staff will answer questions of the Board regarding the Transformation Initiative Update.  
Backup Information: Memo: Transformation Initiative Update



## REGULAR AGENDA

1. **Presentation of Audit Report for Fiscal Year End 09/30/2019 by Weaver & Tidwell, LLP and Consider Approval of the FY2019 Financial Statements and Supplementary Information**

*Action Item*

Presenters: Marisa Perry, CFO/VP of Finance

Item Summary: Jennifer Ripka, Partner, Weaver and Tidwell, LLP will present the FY2019 audit report, and Board approval will be requested of the FY2019 financial statements and supplementary information.

Backup Information: Exhibit 1: Comprehensive Annual Financial Report (CAFR)

2. **Consider Resolution R20-02 Approving FY 2020 Operating Budget Revision Number 2020-02**

*Action Item*

Presenter: Amanda Riddle, Senior Manager of Budget

Item Summary: Board approval will be requested of Resolution R20-02 approving the FY 2020 operating budget revision number 2020-02

Backup Information: Memo: Consider Resolution R20-02 Approving FY 2020 Operating Budget Revision Number 2020-02

Exhibit 1: Resolution R20-02

Exhibit 2: Budget Revision 2020-02

Exhibit 3: Change in Net Position – DCTA & NTMC combined

3. **Consider Award of RFP 20-02 for Transit and Transportation Planning Services**

*Action Item*

Presenter: Kristina Holcomb, Deputy CEO

Item Summary: RFP 20-02 continues DCTA's existing, on-call planning consultant program. While specific projects are being finalized based on evolving needs and available funding, individual task orders are anticipated in the following five key areas: innovative service delivery, long-range service planning, operations analysis, corridor planning, and master planning for transit-oriented development. Staff recommends award to AECOM Technical Services, Inc. and Kittelson & Associates, Inc and requests authorization for the CEO to execute contracts with each firm for three-year terms with two one-year options.

Backup Information: Memo: Consider Award of RFP 20-02 for Transit and Transportation Planning Services

Exhibit 1: Evaluation Consensus

Exhibit 2: Request for Proposal Package

Exhibit 3: AECOM Technical Services, Inc. Proposal

Exhibit 4: Kittelson & Associates, Inc. Proposal



4. **Consider Approval of City of Denton Trail Maintenance Interlocal Agreement**

*Action Item*

Presenter: Kristina Holcomb, Deputy CEO

Item Summary: Board approval will be requested for the City of Denton Trail Maintenance Agreement.

Backup Information: Memo: Consider Approval of City of Denton Trail Maintenance Interlocal Agreement  
Exhibit 1: City of Denton Interlocal Cooperation Agreement regarding Denton Branch Rail Trail

5. **Consider Award of Interlocal Cooperation Agreement with The Interlocal Purchasing System (TIPS) for Cooperative Purchasing**

*Action Item*

Presenter: Athena Forrester, Assistant VP Regulatory Compliance

Item Summary: DCTA staff will provide an overview of the award request for the Interlocal Agreement for cooperative purchasing.

Backup Information: Memo: Consider Award of Interlocal Cooperation Agreement with The Interlocal Purchasing System (TIPS) for Cooperative Purchasing  
Exhibit 1: Interlocal Cooperation Agreement with The Interlocal Purchasing System (TIPS)

6. **Consider Approval of Agreement for Award of Transportation Development Credits (TDCs)**

*Action Item*

Presenter: Raymond Suarez, CEO

Item Summary: Board approval will be requested of the agreement with The Regional Transportation Council on the award of Transportation Development Credits.

Backup Information: Memo: Consider Approval of Agreement for Award of Transportation Development Credits  
Exhibit 1: Agreement for Award of Transportation Development Credits  
Exhibit 2: Agreement Attachment 1, Project List

7. **Consider Approval of Transition of Highland Village Connect Shuttle Service to Enhanced Lyft Subsidy Program**

*Action Item*

Presenters: Michelle Bloomer, VP of Operations

Item Summary: Staff will provide a recommendation regarding the Highland Village Connect Shuttle and enhancement to the Highland Village Lyft Program.

Backup Information: Memo: Consider Approval of Transition of Highland Village Connect Shuttle Service to Enhanced Lyft Subsidy Program



**8. Consider Authorizing CEO to Renegotiate the existing North Central Texas College (NCTC) and McKinney Urban Transit District (MUTD) Contracted Service Agreements and Extend Contract Terms by Six Months.**

*Action Item*

Presenters: Raymond Suarez, CEO

Item Summary: Staff will provide an overview of the current contracted service agreements with North Central Texas College (NCTC) and the McKinney Urban Transit District (MUTD) as well as provide a recommended approach for renegotiating these contracts.

Backup Information: N/A

**9. 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: The Board Chair and staff will provide an update on local and regional transportation initiatives and discuss state and federal legislative issues; topics will include but are not limited to (1) Operational Special Movements; (2) Corinth Station Update; (3) Alternative Fuel Initiatives.

Backup Information: N/A

**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.

**RECONVENE OPEN SESSION**

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

**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: Board Agenda Outlook as of 02.21.2020



#### 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*  
Cesar Molina, 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 2/21/2020 at 2:30 PM.

  
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Brandy Pedron, Executive Administrator | FOIA Requests

Board of Directors Meeting Minutes for:January 23, 2020**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 January 23, 2020 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  
Carter Wilson, Frisco  
Connie White, Small Cities

**Legal Counsel**

Joe Gorfida, NJDHS  
Victoria Thomas, NJDHS

**Guest Speakers**

Russell Laughlin, Hillwood  
Jennifer Ripka, Weaver & Tidwell  
Kristen Derryberry, Weaver & Tidwell

**DCTA Executive Staff**

Raymond Suarez, Chief Executive Officer  
Kristina Holcomb, Deputy Chief Executive Officer  
Nicole Recker, Vice President of Marketing and  
Administration  
Michelle Bloomer, Vice President of Operations

**Other DCTA Staff Attendees**

Lindsey Baker, Director of Strategic Partnerships  
Athena Forrester, Assistant Vice President of  
Regulatory Compliance/DBE Liaison  
Amber Karkauskas, Controller  
Ann Boulden, Director of Capital Development  
Tim Palermo, Senior Regional Planner  
Amanda Riddle, Senior Manager of Budget  
Sarah Martinez, Director of Procurement  
Brandy Pedron, Executive Administrator

**Public Attendees**

John Ryan, Denton Alternate  
Claire Powell, Lewisville Alternate  
Stan Nixon, UNT Assistant Director, Transit and  
Special Projects  
Peggy Hinkle-Wolf, DRC  
Brandi Bird, Bird Advocacy and Consulting  
Peggy Hinkle-Wolf, DRC  
Jim Owen  
Paula Richardson, ATU

*CALL TO ORDER: Chair Costa called the meeting to order and announced the presence of a quorum at 10:00 am. Raymond Suarez, announced the presence of a quorum for NTMC.*

PLEDGE OF ALLEGIANCE – *led by Vice Chair Gilmore*

INVOCATOIN – *led by Chair Costa*

WELCOME AND INTRODUCTION OF VISITORS – *Raymond Suarez and Joe Gorfida introduced Victoria Thomas with NJDHS as Joe Gorfida's alternate. Raymond Suarez introduced Amber Karkauskas to the Board and announce that she would be presenting on behalf of Marisa Perry.*

PUBLIC COMMENT – *No public comment made*

GUEST PRESENTER – *Russell Laughlin, Executive Vice President of Hillwood, gave a presentation to the Board of Directors regarding Alliance Mobility Innovation Zone.*

GUEST PRESENTER – *Amber Karkauskas introduced Jennifer Ripka, Partner, Weaver and Tidwell, LLP to the Board. Jennifer Ripka presented the Preliminary FY2019 Audit Report and Comprehensive Annual Financial Report (CAFR) to the Board.*

*[Board Chair Costa made a motion to recess the meeting for 10 minutes at 11:05 pm. The time of recess expired, and the meeting resumed at 11:13 pm.]*

CONVENE EXECUTIVE SESSION – *The Board convened into executive session at 11:14 pm*

- 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 – *The Board reconvened the open meeting at 12:25 pm*

- *A Motion to authorize the CEO to pay the revised DART Invoice in the amount of \$981,651.17 to settle the Service Impact Fee on DART passenger rail and bus system for the period 2011 through 2019 as provided in the Service Maintenance Agreement was made by Chris Watts. The motion was seconded by Vice Chair Gilmore. Motion passed unanimously by the Board with no abstentions.*

CONSENT AGENDA

1. Approval of December 5, 2019 Minutes
2. Approval of Monthly Financial Statements for November and December 2019

- *A Motion to approve the Consent Agenda item 1 and 2 was made by Secretary Chrisman. The motion was seconded by Sam Burke. 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 November and December 2019
2. Social Service Agency Roundtable Report for November 2019

#### REGULAR AGENDA

1. Transformation Initiative Workshop – *Nicole Recker led a workshop to finalize the Transformation Initiative Scope of Work and determine next steps regarding the project timeline and evaluation committee. The Board actively made changes to the Transformation Initiative Scope of Work; Nicole Recker will update and provide a final draft to the Board. The Board recommended removal of economic development with intent to address with a separate study. The Board had a discussion on the overall scoring and agreed to evaluate the system as a whole and grade each factor. The Board agreed to add an item: coverage versus efficiency (service coverage) and remove item J.*
  - *A Motion to approve the changes made to the Transformation Initiative Scope of Work was made by Vice Chair Gilmore. The motion was seconded by Chair Costa. Motion passed unanimously by the Board with no abstentions.*
2. Access Service Overview – *Michelle Bloomer provided the Board with an overview of the DCTA Access service, the current Board policy related to the service and shared recent service inquiries.*
  - *Shannon Joski and Kristina Holcomb informed the Board that Denton County is committed to help with services that DCTA cannot serve (in Denton County) with SPAN Services.*
3. Cost Allocation Model Update – *Raymond Suarez updated the Board on the status of the Cost Allocation Model. DCTA staff will provide a one-page information sheet regarding contracts. Lewisville and Denton city managers met with DCTA staff to review contracts and give feedback. Another meeting may be scheduled.*
4. Monsignor King Outreach Center/Our Daily Bread Service Update and Fare Structure Discussion – *Michelle Bloomer provided an update to the Board on the implementation of service from Monsignor King Outreach Center to Our Daily Bread in Denton. Raymond Suarez recommended keeping the service as a free-fare zone and not just a promotion. Michelle Bloomer explained that currently, this service is at a free-fare promotional rate and cannot be considered for a regularly free-fare route because of federal regulations.*
5. Consider Resolution R20-01 Appointing Board of Directors for North Texas Mobility Corporation (NTMC) – *Kristina Holcomb provided an overview of the current NTMC Board structure and reviewed the list of candidate submissions with the Board. The Board discussed NTMC proposed candidates with consideration of legal counsel guidance regarding those appointments. The DCTA Board was then asked to consider Resolution R20-01 appointing new NTMC Board members as presented: Richard Hayes and Dean Ueckert filling the vacant Board seats. Dianne Costa and Connie White will be replaced with Sara Hensley and Don Combs. Raymond will remain on the Board with discussion of his role being more of an advisory position in the future.*

- *A Motion to approve Resolution R20-01 Appointing Board of Directors for NTMC was made by Secretary Chrisman. The motion was seconded by Chris Watts. Motion passed unanimously by the Board with no abstentions.*
- 6. Authorization of Expenditures with Cooperative Agreements – *Athena Forrester provided an overview of the current cooperative agreements and request authority to spend up to \$300,000 across the agreements.*
  - *A Motion to approve the 6. Authorization of Expenditures with Cooperative Agreements was made by Secretary Chrisman. The motion was seconded by Chris Watts. Motion passed unanimously by the Board with no abstentions.*
- 7. Consider Award of Landscape and Maintenance Service Contract – *Athena Forrester provided an overview of the Request for Bid and request for Contract award to the Board.*
  - *A Motion to approve the Landscape and Maintenance Service Contract was made by Sam Burke. The motion was seconded by Secretary Chrisman. Motion passed unanimously by the Board with no abstentions.*
- 8. RFP for Transit and Transportation Planning Services Update – *Kristina Holcomb provided 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. Currently there is a TOD study and two contracts and an active procurement in place. This item will come to the Board for approval next month.*
- 9. A-train Rail Trail Update – *Ann Boulden provided an overview and picture presentation of the A-train Rail Trail development with runs adjacent to the A-train corridor from the DDTC to Hebron Station including information regarding trail enhancements, safety improvements and the recently released NCTCOG Trail of the Month video with was sent to the Board last week.*
- 10. Discussion of Regional Transportation and Legislative Issues
  - *Chair Costa discussed the February RTC meeting being rescheduled to the morning of February 23 which conflicts with DCTA Board meeting. DCTA has informed the NCTCOG that the agency has a conflict and will not be attending the February RTC meeting.*
    - o *Shannon Joski asked the Board to consider moving the DCTA February Board meeting due to a Regional meeting with DCTA, DART, Trinity Metro and NCTCOG that was scheduled before the RTC meeting on February 23. Vice Chair Gilmore recommended that the DCTA Board on February 23 be rescheduled. Notices will be sent out the Board regarding potential date changes for the DCTA Board meeting.*
  - *Raymond Suarez gave recognition to Joe Gorfida on his work and dedication to the Crissi Grant.*
  - *Kristina Holcomb discussed the APTA Workshops schedule of 2020. She also discussed the Autonomous Bus Consortium with the Board: there are 12 agencies involved and wants feedback from the Board on if DCTA should get involved or not. The Board agreed not at this time.*
  - *Raymond Suarez and Nicole Recker discussed a request from NCTC for additional service. After discussion, DCTA staff noted that this will be brought back to the Board at a later date and more information has been gathered.*



FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS – *Raymond Suarez advised on a discussion item for contracted service agreements one-pager overview and an action item regarding a Board Policy for admin overhead on contracted service agreements and upcoming deadline extensions.*

REPORT ON ITEMS OF COMMUNITY INTEREST – *Denton Black Film Festival this weekend and on April 18<sup>th</sup> there will be a Rail Train event.*

ADJOURN – *The meeting was adjourned at 3:14 p.m.*

The minutes of the January 23, 2020 Board of Directors Meeting were passed and approved by a vote on this 27<sup>th</sup> day of February 2020.

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Dianne Costa, Chair

ATTEST

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Secretary

## Board of Directors Memo

February 27, 2020

SUBJECT: Consider Approval of Monthly Financial Statements for January 2020

### Background

The financial statements are presented monthly to the Board of Directors for acceptance. The reports presented for the period ending January 31, 2020 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 \$32k mainly due to higher than anticipated rail average fare per rider. YTD rail revenue per rider of \$1.90 is 27% higher than the FY20 budget estimated average fare per rail rider of \$1.50 (\$38k 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 131k is 7% less than budgeted ridership of 142k. YTD FY20 revenue per bus rider of \$0.96 is 7% lower than the budgeted fare per rider of \$1.04.

		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)	131,444	141,656	-7%	139,684	-6%
Connect, Access, Frisco, CCT, NTX	(A)	209,798	200,399	5%	198,109	6%
UNT, NCTC, Taxi Ridership	(B)	662,479	767,440	-14%	773,249	-14%
Total Bus Ridership		872,277	967,839	-10%	971,358	-10%
Total Ridership		1,003,721	1,109,495	-10%	1,111,042	-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 \$59k primarily due to higher than budgeted revenue hours. YTD revenue hours for contract service of 19,516 are 11% higher than budgeted (\$93k increased revenue). This favorable variance is partially offset by lower than budgeted fuel revenues. Average YTD pass-through fuel cost is \$2.09/gallon compared to budgeted \$3.00/gallon (\$42k decreased revenue).
- **Note C:** Sales Tax Revenue – January sales tax revenue is not yet received and is accrued for the month based on budget. Sales tax generated in January will be received in March. The Sales Tax Report included in this agenda packet provides a more detailed Budget to Actual comparison of sales tax receipts collected through February, representing sales tax generated through December.

- **Note D:** Federal/State Grants - Capital – YTD unfavorable by \$1.9 million due primarily to delays in payments and corresponding reimbursements for fleet purchases and the final payments for the Hike & Bike Trail project. These reimbursements will be requested after payments have been made.

	YTD FY20 Actual Revenue	YTD FY20 Budgeted Revenue	Variance, Actual to Budget
Fleet	\$ -	\$ 1,361,341	\$ (1,361,341)
Positive Train Control (PTC)	19,000	140,000	(121,000)
Safety & Security	22,400	-	22,400
Hike & Bike Trail – Eagle Point	354,711	780,389	(425,678)
	<u>\$ 396,111</u>	<u>\$ 2,281,730</u>	<u>\$ (1,885,619)</u>

- **Note E:** Federal/State Grants - Operating – YTD unfavorable by \$2.3 million mainly due to timing differences as the bulk of Operating and ADA Assistance funding was received earlier than anticipated, at the end of FY19 rather than early FY20 as estimated in the budget.

	YTD FY20 Actual Revenue	YTD FY20 Budgeted Revenue	Variance, Actual to Budget
Bus PM	\$ 331,552	\$ 460,584	\$ (129,032)
Rail PM	464,092	337,728	126,364
Operating Assistance	-	2,000,000	(2,000,000)
ADA Assistance	109,736	490,303	(380,567)
Vanpool	51,920	40,000	11,920
NCTCOG NTX 35W JARC	22,702	-	22,702
	<u>\$ 980,002</u>	<u>\$ 3,328,615</u>	<u>\$ (2,348,613)</u>

- **Note F:** Salary, Wages and Benefits (NTMC) – YTD unfavorable by \$86k due to higher than anticipated overtime hours as a result of operator turnover and difficulty in filling operator positions.

#### Identified Need

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

#### Recommendation

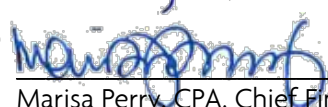
Staff recommends acceptance.

#### Exhibits

Exhibit 1: Monthly Financials – January 2020

Exhibit 2: Capital Projects Budget Report – January 2020

Submitted by:   
Amber Karkauskas, Controller

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



## DENTON COUNTY TRANSPORTATION AUTHORITY

CHANGE IN NET POSITION  
MONTH AND YEAR TO DATE JANUARY 31, 2020  
(UNAUDITED)

Description	Month Ended January 31, 2020			Year to Date January 31, 2020			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Revenue and Other Income</b>							
Passenger Revenues	\$ 109,780	\$ 97,973	\$ 11,807	\$ 452,148	\$ 420,352	\$ 31,796	\$ 1,212,321
Contract Service Revenues	356,560	314,223	42,337	1,520,767	1,462,078	58,689	4,416,160
Sales Tax Revenues	2,316,065	2,095,943	220,122	9,805,296	9,700,124	105,172	29,019,184
Federal/State Grants - Capital	-	1,501,341	(1,501,341)	396,111	2,281,730	(1,885,619)	5,753,410
Federal/State Grants - Operating	255,554	2,251,964	(1,996,410)	980,002	3,328,615	(2,348,613)	5,253,753
<b>Total Revenues and Other Income</b>	<b>3,037,959</b>	<b>6,261,444</b>	<b>(3,223,485)</b>	<b>13,154,324</b>	<b>17,192,899</b>	<b>(4,038,575)</b>	<b>45,654,828</b>
<b>Operating Expenses</b>							
Salary, Wages and Benefits	431,986	408,732	(23,254)	1,459,023	1,658,960	199,937	4,996,191
Services	286,554	354,164	67,610	903,575	1,385,346	481,771	3,393,656
Materials and Supplies	220,229	265,665	45,436	772,826	1,098,515	325,689	3,307,659
Utilities	33,494	42,998	9,504	106,769	174,992	68,223	527,988
Insurance	138,632	146,024	7,392	555,278	584,096	28,818	1,752,329
Purchased Transportation Services	862,401	887,266	24,865	3,435,243	3,564,700	129,457	10,700,706
Miscellaneous	15,635	42,459	26,824	81,774	172,329	90,555	387,237
Leases and Rentals	26,823	19,162	(7,661)	67,875	76,543	8,668	229,633
Depreciation	784,128	878,730	94,602	3,204,285	3,378,685	174,400	10,612,052
<b>Total Operating Expenses</b>	<b>2,799,882</b>	<b>3,045,200</b>	<b>245,318</b>	<b>10,586,648</b>	<b>12,094,166</b>	<b>1,507,518</b>	<b>35,907,451</b>
<b>Income Before Non-Operating Revenues and Expenses</b>	<b>238,077</b>	<b>3,216,245</b>	<b>(2,978,167)</b>	<b>2,567,676</b>	<b>5,098,733</b>	<b>(2,531,057)</b>	<b>9,747,377</b>
<b>Non-Operating Revenues / (Expense)</b>							
Investment Income	39,816	33,333	6,483	167,196	133,332	33,864	400,000
Gain (Loss) on Disposal of Assets	-	-	-	-	-	-	-
Fare Evasion Fee	-	83	(83)	-	332	(332)	1,000
Other Income - Miscellaneous	70,975	51,000	19,975	105,039	51,000	54,039	51,000
Long Term Debt Interest/Expense	(75,781)	(75,790)	9	(303,123)	(303,160)	37	(909,480)
<b>Total Non-Operating Revenues / (Expenses)</b>	<b>35,010</b>	<b>8,626</b>	<b>26,384</b>	<b>(30,888)</b>	<b>(118,496)</b>	<b>87,608</b>	<b>(457,480)</b>
<b>Income (Loss) before Transfers</b>	<b>273,087</b>	<b>3,224,871</b>	<b>(2,951,783)</b>	<b>2,536,788</b>	<b>4,980,237</b>	<b>(2,443,449)</b>	<b>9,289,897</b>
Transfers Out	(761,471)	(720,078)	(41,393)	(2,983,464)	(2,943,290)	(40,174)	(8,781,700)
<b>Total Transfers</b>	<b>(761,471)</b>	<b>(720,078)</b>	<b>(41,393)</b>	<b>(2,983,464)</b>	<b>(2,943,290)</b>	<b>(40,174)</b>	<b>(8,781,700)</b>
<b>Change in Net Position</b>	<b>\$ (488,384)</b>	<b>\$ 2,504,793</b>	<b>\$ (2,993,176)</b>	<b>\$ (446,676)</b>	<b>\$ 2,036,947</b>	<b>\$ (2,483,623)</b>	<b>\$ 508,197</b>



## DENTON COUNTY TRANSPORTATION AUTHORITY

## STATEMENT OF NET POSITION

AS OF JANUARY 31, 2020

(UNAUDITED)

	January 31, 2020	December 31, 2019	Change
<b>Assets</b>			
<b>Current Assets</b>			
Operating Cash & Cash Equivalents	\$ 9,531,564	\$ 9,272,219	\$ 259,345
Reserves: Cash & Cash Equivalents	12,941,406	12,734,622	206,785
Reserves: Investments	4,517,747	4,508,083	9,664
Accounts & Notes Receivable	7,506,498	8,196,053	(689,554)
Prepaid Expenses	1,135,797	1,275,351	(139,554)
Inventory	41,740	45,408	(3,668)
Restricted Asset-Cash and Equivalents	2,354,149	1,672,614	681,535
<b>Total Current Assets</b>	<b>38,028,902</b>	<b>37,704,349</b>	<b>324,553</b>
<b>Non-Current Assets</b>			
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	22,253,909	22,027,835	226,074
Other Capital Assets, Net	234,616,978	234,616,978	-
Accumulated Depreciation	(80,800,938)	(80,016,810)	(784,128)
<b>Total Non-Current Assets</b>	<b>318,067,294</b>	<b>318,625,347</b>	<b>(558,054)</b>
<b>Total Assets</b>	<b>356,096,195</b>	<b>356,329,696</b>	<b>(233,501)</b>
<b>Deferred Outflow of Resources</b>			
Deferred Outflows Related to Pensions	369,652	369,652	-
<b>Total Deferred Outflow of Resources</b>	<b>369,652</b>	<b>369,652</b>	<b>-</b>
<b>Liabilities</b>			
<b>Current Liabilities</b>			
Accounts Payable and Accrued Expenses	1,731,591	582,770	1,148,821
Deferred Revenues	83,394	71,498	11,896
Interest Payable	303,123	227,342	75,781
Retainage Payable	606,655	606,655	-
<b>Total Current Liabilities</b>	<b>2,724,763</b>	<b>1,488,265</b>	<b>1,236,498</b>
<b>Non-Current Liabilities</b>			
Rail Easement Payable	1,000,000	1,000,000	-
Bonds Payable	25,230,000	25,230,000	-
Net Pension Liability	109,285	109,285	-
<b>Total Non-Current Liabilities</b>	<b>26,339,285</b>	<b>26,339,285</b>	<b>-</b>
<b>Total Liabilities</b>	<b>29,064,048</b>	<b>27,827,550</b>	<b>1,236,498</b>
<b>Deferred Inflow of Resources</b>			
Deferred Inflows Related to Pensions	47,683	47,683	-
<b>Total Deferred Inflow of Resources</b>	<b>47,683</b>	<b>47,683</b>	<b>-</b>
<b>Net Position</b>			
Net Investment in Capital Assets	293,688,041	293,688,041	-
Unrestricted	34,112,752	35,094,367	(981,615)
Change in Net Position	(446,676)	41,707	<b>(488,384)</b>
<b>Total Net Position</b>	<b>\$ 327,354,117</b>	<b>\$ 328,824,115</b>	<b>\$ (1,469,999)</b>



# NORTH TEXAS MOBILITY CORPORATION

CHANGE IN NET POSITION  
MONTH AND YEAR TO DATE JANUARY 31, 2020  
(UNAUDITED)

Description	Month Ended January 31, 2020			Year to Date January 31, 2020			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Operating Expenses</b>							
Salary, Wages and Benefits	\$ 742,834	\$ 694,426	\$ (48,408)	\$ 2,916,260	\$ 2,830,672	\$ (85,588)	\$ 8,460,824 <b>Note F</b>
Services	6,961	7,920	959	18,076	31,680	13,604	95,040
Insurance	9,748	11,052	1,304	38,983	44,208	5,225	132,636
Miscellaneous	1,928	6,680	4,752	10,145	36,730	26,585	93,200
<b>Total Operating Expenses</b>	<u>761,471</u>	<u>720,078</u>	<u>(41,393)</u>	<u>2,983,464</u>	<u>2,943,290</u>	<u>(40,174)</u>	<u>8,781,700</u>
<b>Income (Loss) before Transfers</b>	(761,471)	(720,078)	(41,393)	(2,983,464)	(2,943,290)	(40,174)	(8,781,700)
Transfers In	<u>761,471</u>	<u>720,078</u>	<u>41,393</u>	<u>2,983,464</u>	<u>2,943,290</u>	<u>40,174</u>	<u>8,781,700</u>
<b>Total Transfers</b>	<u>761,471</u>	<u>720,078</u>	<u>41,393</u>	<u>2,983,464</u>	<u>2,943,290</u>	<u>40,174</u>	<u>8,781,700</u>
<b>Change in Net Position</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



# NORTH TEXAS MOBILITY CORPORATION

## STATEMENT OF NET POSITION

AS OF JANUARY 31, 2020

(UNAUDITED)

	January 31, 2020	December 31, 2019	Change
<b>Assets</b>			
Operating Cash & Cash Equivalents	\$ 220,011	\$ 365,077	\$ (145,067)
Accounts & Notes Receivable	1,725	-	1,725
Prepaid Expenses	77,957	87,705	(9,748)
<b>Total Assets</b>	<u>299,692</u>	<u>452,782</u>	<u>(153,090)</u>
<b>Liabilities</b>			
Accounts Payable and Accrued Expenses	<u>299,692</u>	<u>452,782</u>	<u>(153,090)</u>
<b>Total Liabilities</b>	<u>299,692</u>	<u>452,782</u>	<u>(153,090)</u>
<b>Net Position</b>			
Change in Net Position	-	-	-
<b>Total Net Position</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**DENTON COUNTY TRANSPORTATION AUTHORITY**  
**CAPITAL PROJECT FUND**  
AS OF JANUARY 31, 2020

Capital Project Number/Name	Project Budget	January 2020 Actuals Booked	Actuals Life To Date	\$ Under/ (Over) Budget	% of Budget (As of January 2020 Close)
<b>Construction Work in Progress</b>					
<b>G&amp;A Capital Projects</b>					
Total 10302 · Infrastructure Acquisition	\$ 400,000	\$ 960	\$ 257,956	\$ 142,044	64%
Total 10403 · Server/Network Infrastructure	350,000	13,010	316,362	33,638	90%
Total 10606 · Professional Planning Services (Formerly Shared Use Mobility Study)	123,428	-	24,250	99,178	20%
<b>Total G&amp;A Capital Projects</b>	<b>873,428</b>	<b>13,970</b>	<b>598,568</b>	<b>274,860</b>	<b>69%</b>
<b>Bus Capital Projects</b>					
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%
<b>Total Bus Capital Projects</b>	<b>4,555,600</b>	<b>-</b>	<b>1,043,156</b>	<b>3,512,444</b>	<b>23%</b>
<b>Rail Capital Projects</b>					
Total 61406.1 · Positive Train Control Implementation	16,720,141	-	15,293,563	1,426,578	91%
Total 61406.2 · Positive Train Control Enhancements	5,000,000	52,476	52,476	4,947,524	1%
Total 61409 · Stadler Diagnostic Laptops	80,000	-	-	80,000	0%
Total 61605 · Brownfield Remediation	385,000	-	316,645	68,355	82%
Total 61715 · Trail Safety Improvements	181,157	35,040	122,888	58,269	68%
Total 61716 · Lewisville Bike Trail - Eagle Point Section	2,995,873	19,035	2,781,479	214,394	93%
Total 61720 · Major Maintenance - Rail	2,024,826	93,953	1,050,629	974,197	52%
Total 61722 · Rail Safety Improvements 2020	200,000	11,600	11,600	188,400	6%
<b>Total Rail Capital Projects</b>	<b>27,586,997</b>	<b>212,104</b>	<b>19,629,280</b>	<b>7,957,717</b>	<b>71%</b>
<b>Total Construction Work in Progress</b>	<b>\$ 33,016,025</b>	<b>\$ 226,074</b>	<b>\$ 21,271,004</b>	<b>\$ 11,745,021</b>	<b>64%</b>



## Board of Directors Memo

February 27, 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 month of February, receipts were favorable compared to budget.

- Sales tax for sales generated at retail in the month of December and received in February was \$3,191,714.
- This represents an increase of 10.50% or \$303,352 compared to budget for the month.
- Compared to the same month last year, sales tax receipts are \$359,986 or 12.71% higher.
- Member city collections for the month compared to prior year are as follows:
  - City of Lewisville up 10.08%
  - City of Denton up 15.35%
  - City of Highland Village up 16.63%

### Identified Need

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

### Recommendation

For information only. No action required.

### Exhibits

Exhibit 1: FY20 Monthly Sales Tax Report

Submitted By:

Amanda Riddle  
Senior Manager of Budget

Final Review:

Marisa Perry, CPA  
Chief Financial Officer/VP of Finance

## 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	\$ 3,191,714	\$ 303,352	10.50%	\$ 2,831,728	\$ 359,986	12.71%
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	\$ 7,709,353	\$ 129,125	1.70%	\$ 28,760,896	\$ 277,756	3.74%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department  
 Prepared By: Denton County Transportation Authority Finance Department  
 February 19, 2020

## DENTON COUNTY TRANSPORTATION AUTHORITY

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

CITY OF LEWISVILLE						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	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%	October	December	\$ 319,132	\$ 357,488	\$ 38,356	12.02%
November	January	\$ 3,193,613	\$ 2,904,782	\$ (288,831)	-9.04%	November	January	\$ 311,524	\$ 356,224	\$ 44,700	14.35%
December	February	\$ 4,003,626	\$ 4,407,090	\$ 403,465	10.08%	December	February	\$ 446,811	\$ 521,121	\$ 74,309	16.63%
January	March	\$ 3,029,803				January	March	\$ 283,228			
February	April	\$ 2,965,849				February	April	\$ 258,782			
March	May	\$ 3,631,625				March	May	\$ 344,912			
April	June	\$ 3,806,587				April	June	\$ 304,322			
May	July	\$ 3,253,159				May	July	\$ 340,531			
June	August	\$ 3,620,748				June	August	\$ 523,000			
July	September	\$ 3,382,881				July	September	\$ 322,509			
August	October	\$ 3,226,407				August	October	\$ 316,585			
September	November	\$ 3,574,678				September	November	\$ 382,932			
YTD Total		\$ 40,976,630	\$ 10,594,742	\$ 109,849	1.05%	YTD Total		\$ 4,154,270	\$ 1,234,833	\$ 157,365	14.61%

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	\$ 4,230,616	\$ 562,929	15.35%	
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	\$ 10,029,127	\$ 552,699	5.83%	

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department  
 Prepared By: Denton County Transportation Authority Finance Department  
 February 19, 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%	\$ 28,224,389	\$ 24,517,928	15.11%	\$ 49,749,081	\$ 44,160,608	12.65%
Corpus Christi MTA	0.50%	\$ 2,421,928	\$ 3,585,367	-32.44%	\$ 5,005,923	\$ 6,015,928	-16.78%
Dallas MTA	1.00%	\$ 68,668,102	\$ 64,604,544	6.28%	\$ 119,871,304	\$ 112,327,733	6.71%
Denton CTA	0.50%	\$ 3,191,714	\$ 2,831,728	12.71%	\$ 5,379,934	\$ 5,124,469	4.98%
El Paso CTD	0.50%	\$ 5,479,310	\$ 4,857,798	12.79%	\$ 9,404,480	\$ 8,580,046	9.60%
Fort Worth MTA	0.50%	\$ 8,745,093	\$ 8,142,015	7.40%	\$ 15,121,374	\$ 14,815,846	2.06%
Houston MTA	1.00%	\$ 84,843,710	\$ 78,492,648	8.09%	\$ 147,398,481	\$ 138,284,420	6.59%
Laredo CTD	0.25%	\$ 924,487	\$ 885,094	4.45%	\$ 1,653,448	\$ 1,556,281	6.24%
San Antonio ATD	0.25%	\$ 7,686,347	\$ 7,349,641	4.58%	\$ 13,336,781	\$ 12,593,086	5.90%
San Antonio MTA	0.50%	\$ 17,100,899	\$ 16,123,794	6.06%	\$ 29,606,292	\$ 27,658,439	7.04%
<b>TOTALS</b>		<b>\$ 227,285,978</b>	<b>\$ 211,390,556</b>	<b>7.52%</b>	<b>\$ 396,527,098</b>	<b>\$ 371,116,855</b>	<b>6.85%</b>

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department  
 Prepared By: Denton County Transportation Authority Finance Department  
 February 19, 2020



## Board of Directors Memo

February 27, 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         | • Irving Holdings          | • RideCo                                |
| • Bird Rides                | • Iteris                   | • Rideshark Corporation                 |
| • Bubbl Investments, LLC.   | • Kapsch                   | • River North (Via)                     |
| • Dashboard Story dba DUET  | • Lyft                     | • Roundtrip                             |
| • DemandTrans Solutions     | • Moovel                   | • Routematch                            |
| • DoubleMap                 | • Moovit                   | • Spare Labs, Inc.                      |
| • Downtowner Holdings, LLC. | • MV Transportation        | • Spare Labs, Inc. (with First Transit) |
| • First Transit             | • Muve: Quebec, Inc.       | • Transdev North America                |
| • Ford Smart Mobility, LLC. | • Quebec, Inc. dba Transit |   |

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.

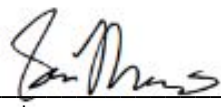
### Identified Need

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

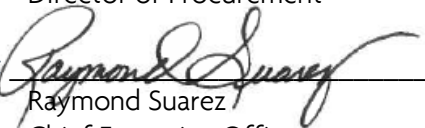
### Recommendation

For information only. No action required.

Submitted By: \_\_\_\_\_

  
Sarah Martinez  
Director of Procurement

Final Review: \_\_\_\_\_

  
Raymond Suarez  
Chief Executive Officer

## Board of Directors Memo

February 27, 2020

SUBJECT: Budget Information

### Background

The DCTA budget is prepared months in advance of the start of the October 1 fiscal year and not all expenses can be anticipated at the time of the budget preparation. Therefore, during the fiscal year, it may become necessary to reforecast the annual expenses and complete transfers between budget categories and/or departments based on changing needs of the agency. Revising the budget for material changes will provide a better forecasting and management tool for the Board and DCTA staff for future periods.

BUDGET TRANSFER / REVISION REQUEST						
TRANSACTION	Transfer	<input checked="" type="checkbox"/>	Number: 2020-01			
TYPE:	Revision	<input type="checkbox"/>				
			Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount	Notes
TRANSFERS WITHIN EXISTING BUDGET						
Rail:	620-50318	Facilities Maintenance	\$ 102,612	\$ 91,914	\$ 194,526	New landscaping contract approved by the Board on January 23, 2020
	620-50810	Purchased Transportation	10,068,545	(100,000)	9,968,545	Transfer of budget item between accounts
	620-50309	Professional Services	30,000	100,000	130,000	
	620-50410	Fuel	975,000	(117,776)	857,224	Realized fuel savings to offset additional expenses identified that were not included in original budget
G&A:	100-50309	Professional Services	275,000	32,850	307,850	TTI Cost Allocation Plan - FY20 expense
	110-50309	Professional Services	11,000	15,120	26,120	
	110-50440	Computer & Software Supplies	-	5,500	5,500	Replacement of tablets
	130-50309	Professional Services	296,000	(89,476)	206,524	Reduction of budgeted professional services based on new focus of the agency
	900-40400	Operating Grant Funds	(5,253,753)	123,334	(5,130,419)	Reduction of grant revenues associated with ADA operating; grant was executed earlier than planned and were drawn down for Sept 2019
Bus:	590-50455	Parts	685,600	(72,000)	613,600	Reduction in parts to offset additional expenses identified that were not included in original budget
	533-50810	Purchased Transportation	-	1,000	1,000	Flower Mound Lyft Service not included in original budget
	533-50440	Computer & Software Supplies	-	33,000	33,000	SpareLabs for Lakeway Zone not included in original budget
	531-50313	Computer & Software Maintenance	-	5,000	5,000	TransLoc for Denton Airport Zone not included in original budget
	570-50309	Professional Services	-	33,000	33,000	Blackstone Security @ DDTC location
	200-50410	Fuel	342,730	(33,440)	309,290	Realized fuel savings to offset additional expenses identified that were not included in original budget
	511-50410	Fuel	468,666	(28,026)	440,640	
Net Budget Impact			-			



### Financial Impact

Budget Transfer 2020-01 has a net budget impact of zero. Above adjustments to revenues and expenses from the original budget have been offset by realized savings in other areas.

### Identified Need

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

### Recommendation

For information only. No action required. The Financial Management Policies authorize the CEO to approve budget transfers between expense categories and departments, not to exceed 5% of the total annual operating budget.

Submitted By:

A handwritten signature in blue ink that reads "Amanda Riddle".

Amanda Riddle  
Senior Manager of Budget

Final Review:

A handwritten signature in blue ink that reads "Marisa Perry".

Marisa Perry, CPA  
Chief Financial Officer/VP of Finance

Approval:

A handwritten signature in blue ink that reads "Raymond Suarez".

Raymond Suarez, Chief Executive Officer



## Citizen's Advisory Team Meeting Recap Report

Lewisville Meeting | January 28, 2020 | 6 p.m. – 7:30 p.m. | DCTA Admin Office  
 Denton Meeting | January 30, 2020 | 6 p.m. – 7:30 p.m. | DDTC Community Room

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### ATTENDEES:

- Lewisville Meeting – 3 community members
  - Denton Meeting – 6 community members
- 

### MEETING AGENDA

### SERVICE CHANGES:

#### Routine Service Changes – Effective March 16, 2020

Route	Path Change	Schedule Change	Route Guide Printed
Denton Connect Route 3	No	Yes, traffic mitigation	Yes
Denton Connect Route 4	No	Yes, traffic mitigation	Yes
Denton Connect Route 7	Yes	Yes	Yes
UNT Campus Shuttle – Mean Green	Yes	Yes, return from detour	No
UNT Campus Shuttle – Mean Green Night Rider Plus	Yes	Yes	No
UNT Campus Shuttle – Mean Green Night Rider	Yes	Yes	No
UNT Campus Shuttle – Eagle Point	Yes	Yes, return from detour	No
UNT Campus Shuttle – Discovery Park	Yes	Yes, return from detour	No

- DCTA typically conducts service changes twice a year – in conjunction with university school schedules
- **Comments:** Attendee asked why DCTA puts so much focus on UNT and if it's because of the contract?
  - DCTA staff responded that:
    - UNT, TWU and NCTC all follow a similar class schedule
    - UNT and NCTC are both contract-based services
    - TWU does not have a contract but existing Denton Connect services align with their location
- **Comments:** Attendee asked if member cities can request service changes, like the universities.
  - DCTA staff responded that:
    - Member cities can request service changes, and just like university service changes, DCTA staff will model options and cost implications
    - DCTA is just as responsive to member cities as we are to UNT

### **Denton Enterprise Airport Zone**

- This service will be cancelled on February 24, 2020
- The current service is operated by DCTA, using a DCTA vehicle and operator
- This was a pilot program for the businesses in this area that resulted in low ridership
- DCTA staff made phone calls to:
  - Each person that utilizes the service to make them aware of the service cancellation
  - All major employers in the zone who may have utilized the service

### **CAMPAIGNS:**

#### **Lewisville Census Support**

- DCTA is supporting the county with their census campaign (City of Lewisville is taking the lead)
- Census promotion will start February 2020 and go through April 2020

#### **National “Bike to Work” Day – May 11 – 17, 2020**

- Activity focus will be on Friday, May 15, 2020
- DCTA will encourage the community to use their bike to go to and from work on Friday, May 15, 2020
- DCTA will offer a free ride promotion on Friday, May 15, 2020 for those utilizing their bike as part of their trip
- **Comments:** Attendee mentioned the “bike world” will have special things all week but usually focuses on Friday as the main event day
  - DCTA staff confirmed that they will reach out to all bike groups in their database to help spread the word

### **National Safety Month – June 2020**

- One of DCTA's goals is to be out in the community educating people about rail and transportation safety
- DCTA Community Relations staff is in the process of becoming Rail-Ready certified through Operation Lifesaver
- This is a great message that CAT members can assist DCTA is spreading:
  - Share DCTA's messaging on your social media channels
  - If an opportunity for a speaker comes up, please notify DCTA Community Relations staff
- **Comments:** Attendee mentioned they were on the A-train a few weeks ago and a car was almost hit because they didn't pay attention to how much space they had between a stop sign and the tracks. They would like to see some education around this issue to the general public. It was also noted that the places that seem most vulnerable to this kind of incident are where there are two tracks.
  - DCTA staff will take this information back and make sure to call out these areas in the safety campaign. This might also be a good message to send to the biking groups who utilize the A-train Rail Trail.

### **EVENTS:**

#### **Denton Black Film Festival – January 22 - 26, 2020**

- DCTA did a free ride promotion for this event (A-train and Connect bus service)
- The festival had 8,700 attendees this year
- Promotional Passengers –
  - A-train – 17
  - Connect Bus – TBD

#### **Social Service Agency Roundtables**

- Next meetings are:
  - Lewisville | February 19 | 9:30 a.m. – 11 a.m. | DCTA Admin Office
  - Denton | February 20 | 9:30 a.m. -11 a.m. | Serve Denton
- **Comments:** Attendee is thinking of some great nonprofits to include.
  - DCTA staff is always open to adding new individuals to the distribution list. All additions can be sent to [mworthington@dcta.net](mailto:mworthington@dcta.net) and [kmeek@dcta.net](mailto:kmeek@dcta.net).

#### **Transit Driver Appreciation Day – March 18, 2020**

- DCTA wants to let the transit drivers know how much they are appreciated, and we plan on doing some fun things for them
- DCTA staff encourages CAT members to share the information via their personal social media channels – and also to verbally thank an operator if they are riding that day

### Thin Line Festival – March 25 – 29, 2020

- DCTA will be doing a free ride promotion with the code word “ThinLineFest20”
- This will be great information for CAT members to share on their social channels to help spread the word

### Rails to Trails Event – April 18, 2020

- Event time – 9 a.m. - 12 p.m.
- Rain Delay Date – Saturday, June 6, 2020 from 8 a.m. - 11 a.m.
- The event will take place at multiple stops along the A-train Rail Trail, including:
  - DDTC – UNT
  - MedPark – Denton Parks & Rec
  - Corinth – City of Corinth
  - Lake Dallas – City of Lake Dallas
  - HV/LL Station – City of Highland Village
  - Old Town Station – City of Lewisville
  - Hebron Station – DCTA and NCTCOG
- Various activities will be occurring at each of the activation locations

### Denton Arts and Jazz Festival – April 24 - April 26

- DCTA will offer a free event shuttle to help with parking and traffic issues around the event – details TBD
- In the past, shuttles have hubbed out of Medpark and Texas Health Presbyterian Hospital Denton
- DCTA will also have a booth activation at the festival
- **Comments:** Attendee asked how we communicate about these events.
  - DCTA staff stated that we focus on communicating with our member cities and contract bodies, but we could focus on leveraging outside of these groups to adjacent cities as well.
- **Comments:** Attendee suggested sending adjacent cities community relations newsletters and amplifying Denton Arts and Jazz.
  - DCTA staff noted that feedback and will include adjacent cities in our outreach plan.
- **Comments:** Attendee asked if there will be any promo pieces coming from DCTA about this event.
  - DCTA staff noted that we do not handle the promotion for the event, but that we will share their promotional materials. We encouraged CAT members to share any content on our social channels about the event/promotion.
- **Comments:** Attendee believes DCTA should promote offerings for this event as much as possible because of its size and opportunity for exposure. Attendee would like DCTA to consider park and ride lots closer to the DDTC so DCTA can better accommodate the people attending the event. Attendee would also like for DCTA to look into how late the service is available at these events because a lot of the main acts are last, and it ends late at night.

- DCTA staff noted the comment and will include the input in their discussions with the event staff and the City of Denton.

#### **APTA Get on Board Day – April 25, 2020**

- APTA conducts an annual, national campaign to encourage people to leave their cars at home
- DCTA offers free rides on this day and will promote it on social channels

#### **COMMUNITY INVOLVEMENT:**

##### **Rail Ready/Operation Lifesaver**

- DCTA staff is in the process of becoming certified
- Once certified, the team will provide Rail Ready education to area schools, community groups and businesses.
- **Comments:** Attendee updated DCTA staff on a class in Denton High Schools that would be a great environment for these lessons.
  - DCTA staff will follow up to get the contact information.

##### **UNT/TWU/NCTC Outreach**

- DCTA Community Relations team provided college students with DCTA information
- We recognize an apprehension due to lack of knowledge on how they can use it and what they could use it for
- The DCTA Community Relations team is working to produce communications tools to enhance student ridership

##### **Chin Community**

- DCTA staff is currently working with the City of Lewisville and LISD to reach this population
- DCTA is looking at other ways to reach this community, whether that be through a representative or ambassador program

##### **Denia & SEDNA**

- DCTA will communicate relevant updates, community news and other information to both of these areas, specifically
- We will target representatives and businesses in the area to distribute DCTA news to the community
- DCTA would really like to connect with these communities – how can the CAT members assist with this outreach initiative?

### **School Districts: Lewisville ISD Career Out – March 6, 2020**

- DCTA Rail Operations will participate in the LISD career shadowing program
- Community Relations is working on establishing strong relationships with the school districts in Denton County and could make this happen for other school districts in the area
- There are great opportunities for people of all ages in transit

### **Veteran Services**

- DCTA is finalizing a list of different services for Veteran use, as well as how to get to them using public transit
- This new resource will be available on DCTA's website and will also be printer-friendly
- DCTA staff will be discussing this resource at the next Social Service Agency Roundtable Discussion (February)

### **ITEMS OF INTEREST (CITIZENS' ADVISORY TEAM REORGANIZATION):**

#### **Replaced by Community Advisory Committee**

- The team will be restructured into a committee that will provide advice
- DCTA is seeking ambassadors in the community and we would like Community Advisory Committee members to be our ambassadors
- DCTA is also seeking commitment from the CAC members

#### **First CAC Meeting**

- The first meeting as the new committee will be Tuesday, April 14 (Lewisville/Highland Village) and Thursday, April 16, 2020 (Denton)
- **Comments:** DCTA staff asked what kind of communication members would like and how often?
  - Attendee mentioned Facebook is easy to share, especially if DCTA wants members to be ambassadors. Emails also work well.
- It could be beneficial to have a couple combined CAC meetings a year (Denton and Lewisville)

#### **Mission, Roles, and Responsibilities**

- The CAC will provide a forum for exchanging information between DCTA staff, its passengers and the community on transit related issues. The focus of the committee will be on increased involvement and feedback on upcoming projects and service changes.
- There will be three positions: Chairperson, Vice Chairperson, and Secretary. Terms are one year in length. DCTA will appoint the first-year positions and an internal election will determine future terms.

- Membership will consist of designated positions for each of the following categories:
  - Small Businesses
  - Large Businesses
  - TWU, UNT, NCTC
  - Non-profit/Social Service Agency
  - County-at-Large
  - City Staff
  - School Districts
  - Special Populations (SEDNA, DENIA, Chin, Seniors, etc.)
- **Comments:** Attendee mentioned adding a Rotary club position
  - DCTA staff noted that addition and will include outreach to rotary clubs for participation.

### Benefits of Participation

- Individuals serving in designated positions will receive a 3-month local pass for attendance per meeting.
- DCTA staff asked what it would take to get invested individuals to come?
  - Attendee mentioned that it's important to diversify the group; include people that are currently riding, people that have a lot of business knowledge, etc.
- **Comments:** Attendee mentioned an education component would be beneficial because it helps people understand where DCTA is coming from
  - DCTA staff mentioned that they could host one CAC meetings at DCTA's Rail O&M and provide a mini tour as an example
- **Comments:** DCTA staff asked what would make attendees want to come back
  - Attendee mentioned they appreciate the knowledge and information and the passes are a nice bonus
- **Comments:** Attendee would rather have a regional pass

### Open Discussion About Program

- Individual Communication
  - Attendees would like to be informed of when things are being discussed, rather than after decisions have already been made
  - Attendees want to ensure Citizens' Advisory Team meeting notes are provided to DCTA's Board of Directors
  - Attendee mentioned a great way to reach high schoolers is through Instagram
- Notice to the Community
  - Attendee noted that in the past, ads were taken out for these meetings and turnout was high because of it
- Participation
  - Attendee asked how the committee is going to affect what's happening with DCTA

- Any kind of community feedback is important and considered in every decision
- DCTA would like committee members to be ambassadors
- Attendee mentioned they already do a lot of things an ambassador would, especially with events and sharing information to the public
- They would like to know what to tell people when they come to them with complaints that they are not equipped to handle
  - GOREquest is the number one way to report and resolve any issue with DCTA – Community Relations staff needs to include GOREquest info for CAC members to share on their social media channels
  - If they have not received a response, they can reach out to Mary or Kendra for further assistance

### OPEN DISCUSSION

#### Are there areas besides the Chin population to look at?

- Open Discussion
- **Comments:** Attendee mentioned LISD would be a great resource for this because they capture income information
- **Comments:** There are a lot of long-term LISD students that live at extended stay hotels
- **Comments:** Lewisville has a neighborhood services coordinator that would be able to help DCTA with this
- **Comments:** There are a lot of new senior services that are going to be available in Lewisville

### **DART/DCTA Connections**

- Attendee asked if DCTA ever works with DART directly
  - Staff responded that DCTA works with DART often and on multiple things (like State Fair)
  - Attendee suggested marketing the entire train ride as a trip and experience, specifically for major event like Denton Arts and Jazz Festival
- Attendee is concerned about the A-train connection to DART and how you have to buy a regional pass, even if you're boarding at the end of the A-train right before it switches to DART. He mentioned that he knows several people that will just drive to Frankford and take the train from there, so they don't have to buy a regional pass
  - Staff informed attendees about the free fare zones and that they could also buy a local pass from DART and one from DCTA since we reduced our local pass cost
  - Staff is going to see if it's possible to look into something like a PM pass that's regional (specific for events)
- Attendee also mentioned the connection between the A-train and DART is cumbersome because of the schedules

- DCTA staff discussed the details of the meet times and how DCTA accommodates as many “meets” as possible

### **General Open Discussion**

- Attendee believes the public transit apprehension is something that’s common with a lot of adults in general. Trainings are helpful.
- Trinity Metro has stepped up their game with community involvement and outreach and could be a good place for DCTA to look.
- Tarrant Transit Alliance: an alliance that supports awareness and funding for Trinity Metro, DART and TRE have some surveys out right now – attendees were wondering if DCTA would have any out
  - DCTA staff told the team that our surveys will be out in the coming months



## Board of Directors Memo

February 27, 2020

SUBJECT: Transformation Initiative Update

### Background

The Transformation Initiative is an agency-wide study to help the DCTA Board of Directors develop a cohesive vision for DCTA's future, improve operations, address perceived concerns, and respond to evolving markets, technology and consumer preferences.

### Financial Impact

A cost for the study, and any additional services, will be disclosed in the bid proposals received on April 2, 2020.

### Timeline Update

#### *Completed Steps (all on schedule)*

- January 23, 2020 – Board approved scope of work and timeline with modifications
- January 24, 2020 – Updated scope and timeline were sent to the Board in a Friday email
- February 10, 2020 – Bid package was released; key consultants were notified
- February 10, 2020 – Evaluation committee was notified, and meetings were scheduled for the bid process

#### *Next Steps*

- March 4, 2020 – Pre-Proposal Conference, from 2 p.m. – 3:30 p.m. (rescheduled from 2/20 due to evaluation committee conflicts)
  - This compressed the time that bidders have to submit questions
- March 13, 2020 – All bidder questions due
  - We could consider extending the deadline to March 17, 2020

Submitted By: \_\_\_\_\_

Nicole Recker, VP of Marketing & Administration

Letter of Transmittal

February 27, 2020

The Honorable Chair and Members of the Board  
Denton County Transportation Authority  
Lewisville, Texas

We are pleased to submit the Comprehensive Annual Financial Report (CAFR) of Denton County Transportation Authority (DCTA) for the fiscal year ended September 30, 2019.

This report provides the DCTA Board of Directors, stakeholders, citizens of DCTA's service area, our bondholders and other interested parties with detailed information concerning the financial condition and activities of DCTA. Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the DCTA. Management is responsible for establishing and maintaining effective internal control over financial reporting. Because the cost of internal controls should not outweigh anticipated benefits, DCTA's framework of internal controls has been designed to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

To the best of our knowledge and belief, the enclosed data is accurate in all material respects, and is organized in a manner designed to fairly present the financial position and results of operations of the DCTA as measured by the financial activity of the fund. We also believe that all disclosures necessary to enable the reader to gain the maximum understanding of the DCTA's financial affairs have been included.

Weaver and Tidwell, LLP, Certified Public Accountants, have issued an unmodified ("clean") opinion on the DCTA's financial statements for the year ended September 30, 2019. The independent auditor's report is located at the front of the financial section of this report.

Management's discussion and analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and the two should be read in conjunction with each other.

#### **DCTA PROFILE**

DCTA is the Coordinated County Transportation Authority for Denton County, created by House Bill 3323, under Chapter 460 of the Texas Transportation Code, approved by the 77th Texas Legislature and signed into law by the Governor in 2001. Voters in Denton County approved the confirmation of DCTA on November 5, 2002 to advance public transportation and transportation-related services. Collection of the sales and use tax dedicated to DCTA from its three member cities began January 1, 2004. DCTA is granted power under Texas law to plan, develop, acquire, construct, own, operate, and maintain a public transportation system.

### Location

Denton County is located in the northern part of the Dallas-Fort Worth Metroplex adjacent to both Dallas and Tarrant counties. The county is 953 square miles and is approximately 35 miles south of the border between Texas and Oklahoma. The county, founded in 1846, is one of the fastest growing counties in the U.S. with an estimated population of 874,240 in 2019 according to North Central Texas Council of Governments (NCTCOG) population estimates.

### Governance

DCTA is governed by a 5 voting-member Board appointed by respective entities from Denton County and the cities of Denton, Highland Village, and Lewisville serving two-year terms with no term limits. Large cities, small cities and other Denton County cities make up the remaining six non-voting members. Board officers are elected from the Board membership and serve a one-year term. A Board member may not be elected to more than three consecutive one-year terms as Chair, provided said three successive terms may be in addition to and preceded by that Board member's election as Chair to serve the remainder of an unexpired term.

### Agency Background

The primary revenue source for DCTA is a dedicated ½ cent local sales tax from its three member cities - Denton, Highland Village, and Lewisville. These revenues, along with federal and state grants, service contracts, operating fares, and investment income, fund the operations and implementation of DCTA's Long Range Service Plan, which includes a commuter rail component, a bus service component with local fixed route bus service, demand response, commuter vanpools, and university shuttle services as well as a network of park and ride locations and rail and bus facilities to serve area residents. These elements provide services to help improve mobility and air quality, spur economic development, and enhance livability in the areas served. DCTA's A-train rail service connects Denton County with Dallas Area Rapid Transit (DART) light rail transit facilities via a convenient cross platform transfer at Trinity Mills Station in Carrollton and provides access to the greater Dallas-Fort Worth area. DCTA's joint service with Trinity Metro provides a connection between Denton and Fort Worth on the I-35W corridor.

Construction of DCTA's A-train rail corridor was accomplished with funding from a Regional Toll Road Funding Initiative (RTRFI) grant received in March 2009. A contract for construction of the 21-mile rail corridor was awarded in May 2009. Construction of the rail corridor and rail stations linking riders from Denton County to the DART light rail was completed and passenger rail revenue service began in June 2011, just under 2.5 years after receipt of the RTRFI funding. In addition to the already existing bus service, the central element of DCTA's initial Long Range Service Plan was achieved with the start of A-train commuter rail service in 2011.

In December 2011, the Board of Directors updated its Long Range Service Plan to include system-wide improvements to build on the initial investments and meet the public transit needs caused by the area's dynamic growth. This update provides the framework for DCTA service planning for the next 25 years and also provides input for NCTCOG's Mobility 2045 Plan. NCTCOG serves as the regional Metropolitan Planning Organization (MPO) and is the organization charged with coordinating regional transportation planning efforts for a 12-county region which includes Denton County. The Mobility 2045 Plan serves as a blueprint for the region's transportation system planning and guides expenditures of state and federal transportation funds over the next 20-plus years. DCTA provided input regarding key service components of its Long Range Service Plan for incorporation into the Mobility 2045 Plan. The goals defined in the Mobility 2045 Plan guide efforts to accommodate the region's multimodal mobility needs and improve air quality. DCTA and other regional transit agencies, as well as local governments, use NCTCOG's Mobility 2045 Plan as a basis for their own planning efforts.

### Accounting System and Budgetary Control

DCTA is accounted for as a single entity enterprise fund and reports financial results in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) guidance. The accrual basis of accounting is used for the audited financial statements, external reporting, and internally for budgeting, with revenues recorded in the period that they are earned, and expenses recorded in the period in which the liability or benefit is expected.

On an annual basis, DCTA develops and presents to the Board an operating and capital budget within the context of a Long Range Financial Plan. This document forecasts the operating component, debt service costs, and Capital Improvement Plan requirements and serves as the foundation for the development of the annual operating and capital budget. The Long Range Financial Plan helps provide a financially sustainable perspective of the impact of current year decisions on future years. As part of the annual budget process, the Board also adopts a Budget Contingency Plan which positions DCTA to respond quickly to economic or market fluctuations or downturns.

The Board conducts a public hearing in August to receive citizen input and provides final review of the budget with formal adoption in September of each year. The fiscal year for DCTA is October 1 – September 30. The President/CEO is authorized to transfer budgeted amounts between line items and departments; however, any revisions that alter the total adopted fiscal year budget (operating + capital) must be approved by the Board. As a matter of practice, budget transfers are reported to the Board at its regularly scheduled meeting.

Budget control has been established at the department level. Financial reports showing budget to actual expenditures by line item are distributed monthly for review by management. Financial reports are presented to the Board monthly for their review and acceptance. Quarterly budget reviews of both the operating budgets and capital project budgets are conducted by Finance staff with the DCTA Executive Team and project managers. Individual line items are reviewed and analyzed for budgetary compliance. Revenue budgets are reviewed monthly.

The Board has also adopted a series of financial standards and policies for the operating and debt management of the Agency. In addition, operating procedures have been established in accordance with state and federal requirements to ensure that DCTA is a fiscally sound authority operating an efficient and effective transportation system.

North Texas Mobility Corporation (NTMC) was incorporated on April 1, 2019 and is accounted for as a blended component unit included in DCTA's financial statements. NTMC operations began June 2, 2019. As a fully functional Limited Government Corporation (LGC), the NTMC now operates with a Board of Directors, appointed by the DCTA Board of Directors, and Board officers.

### **SERVICES PROVIDED**

DCTA provides service in Denton County and Collin County including regional commuter rail service (A-train); fixed route bus service; paratransit and general demand response service in the cities of Denton, Highland Village, and Lewisville; vanpool service; campus shuttle service operated under contract with the University of North Texas (UNT) and North Central Texas College (NCTC); and contract demand response service in Frisco and Collin County. In January 2019, DCTA replaced a portion of fixed-route service with an on-demand, microtransit service to provide travel options for access to the Lakeway Business Park area in Lewisville and surrounding businesses in the designated Lewisville Lakeway Zone.

As reported in the National Transit Database, DCTA carried almost 2.8 million passengers system-wide in FY19, a slight decrease from FY18. The bus system has experienced ridership growth since DCTA assumed existing bus service in 2005. DCTA continues to work with member cities, stakeholders, and contract customers to evaluate options and review route schedules to grow ridership and improve the customer experience.

#### Regional Commuter Rail (A-train)

The A-train is a 21-mile regional rail system connecting Denton and Dallas counties. The rail corridor follows the east side of I-35E and connects the cities of Denton and Carrollton. DCTA has five A-train stations: two in Denton and three in the greater Highland Village-Lewisville area, with a transfer station at the Trinity Mills Station in Carrollton. The Trinity Mills transfer station connects riders with the DART Green Line and DART bus service. DCTA's five rail stations are served by fixed route bus service and the UNT & NCTC campus shuttle. The system also includes a hike & bike trail that parallels the A-train rail line.

DCTA operates 11 low-floor diesel-electric articulated GTW passenger rail vehicles designed to comfortably accommodate wheelchairs, strollers, and bikes with room for 104 seated and 96 standing passengers per vehicle. In FY19, rail ridership totaled almost 394,000 passengers, a decrease of 6% from roughly 419,000 in FY18. Service changes were implemented in August 2019 to improve frequency and connections at Trinity Mills by adding mid-day service to the A-train schedule.

#### Connect

Connect offers local fixed-route bus service in the cities of Denton, Highland Village, and Lewisville. In fiscal year 2019, these routes totaled roughly 556,000 boardings. In 2016, DCTA completed a comprehensive operations analysis (COA) for bus services. The City of Denton COA was implemented in FY17 and reduced average headways from 40 minutes to 30 minutes during peak periods for 7 of 8 routes. Service changes were implemented in August 2018 to enhance route connections and transfers between Denton Connect routes and the A-train as well as to provide more direct access to services along North Texas Xpress and UNT routes. In August 2019, minor schedule updates were made to meet a revised A-train schedule and minor route changes were implemented to improve on-time performance.

In Lewisville, the COA was implemented in 2016 and improved headways from the previous 35 minutes during peak and 70 minutes during midday to 30 minutes and 60 minutes, respectively. A re-configuration of the Lewisville routes also helped reduce the need for transfers and extended service to areas not previously served. Minor schedule updates were made in August 2019 to meet a revised A-train schedule.

The Highland Village Connect Shuttle provides peak-period service with connections to other DCTA services including the A-train, Lewisville Connect, and NCTC shuttle service. In August 2018, the frequency of Highland Village Connect Shuttle was modified from 20 minutes to 30 minutes to provide more efficient operations, meet system-wide service standards, and increase the hours of operation to better meet customer demand, and minor schedule updates were made in August 2019 to meet a revised A-train schedule.

#### Highland Village Lyft

The Highland Village Lyft Zone provides more efficient mobility services for passengers traveling within a designated area of Highland Village and north Lewisville. The service is offered Monday through Friday from 5 a.m. to 9 p.m., which is an expansion from the hours previously covered under the former Highland Village Community On-Demand service, which was discontinued in August 2018.

### University Shuttle Service

The UNT Campus Shuttle includes an eight-route weekday shuttle service, one late night shuttle, and one weekend-only route for UNT through a contractual agreement. The UNT Shuttle service provides transportation from off-campus housing to the campus as well as circulation throughout the campus. The UNT service has the highest ridership of any bus operation in the DCTA system. Total passengers for FY19 totaled 1.8 million, a slight decrease from FY18 ridership of 1.9 million.

The NCTC Shuttle provides direct shuttle service to the Corinth and Flower Mound campuses as well as connectivity between Denton and Lewisville. Ridership for the NCTC service decreased from roughly 14,000 in FY18 to roughly 13,000 in FY19. DCTA is working with NCTC administration to determine how best to maximize assets and define a best value service strategy for the college.

### Demand Response Service

Access, DCTA's demand response service, offers curb-to-curb ADA paratransit service for residents and visitors in Denton, Highland Village, and Lewisville and also provides service for senior and disabled (non-ADA) passengers in these cities. Any person who wishes to use Access must complete an application, and non-seniors or non-Medicare-eligible individuals must submit a physician's affidavit of eligibility. DCTA carried roughly 30,000 Access passengers in its member city service area in FY19.

In December 2015, the City of Frisco contracted with DCTA for curb-to-curb demand response transit service to eligible Frisco residents for trips within Frisco, McKinney, Allen and designated portions of Plano. Taxi vehicles are used in this service to supplement demand-response service as capacity dictates. The service carried over 11,000 passengers in FY19. On June 1, 2017, DCTA launched a demand-response service in coordination with the City of McKinney and the McKinney Urban Transit District (MUTD). This service consists of a subsidized taxi voucher program that provides efficient transit options for participating MUTD cities including Celina, Lowry Crossing, McKinney, Melissa, Princeton and Prosper. In FY19, the service provided transportation to over 11,000 passengers.

### Vanpools

The Vanpool service provides a low-cost commuting alternative for residents to get to work. Vanpools are ideal for groups of six (6) to fifteen (15) people. Individuals who live or work in Denton County can start a vanpool through their employer or create one with others who have similar commute origins and destinations. As of September 2019, there were 40 vanpools in operation.

## **DCTA PROGRESS**

DCTA is assessing innovative mobility solutions to meet our customer and stakeholder needs and to provide enhanced regional mobility to our passengers. In January 2019, DCTA issued a request for proposals (RFP) for Mobility as a Service (MaaS) to solicit proposals from firms to provide innovative options to implement flexible, efficient and effective mobility services. These services would enhance and supplement DCTA's existing transit offerings and provide service to areas where traditional transportation options are less effective. In April 2019, the Board approved a new suite of on-call MaaS contracts that will allow the agency to offer a variety of mobility services by initiating task orders. MaaS is a trending business model in the transit industry that utilizes on-demand, real-time platform-based services that can include any combination of various mobility options such as car and bike sharing, taxis, driverless vehicles, etc. while providing a seamless experience for the customer, from integrated travel planning to fare payment.

DCTA is committed to rail safety and is working diligently to implement Positive Train Control (PTC) by the Federal Railroad Administration (FRA) deadline. PTC was designed to prevent collisions and other incidents by automatically detecting and controlling the movement of trains. DCTA finished testing of its PTC technology and the FRA approved the agency's Revenue Service Demonstration (RSD) application as of December 31, 2018. DCTA is currently operating in RSD (PTC turned on) during regularly-scheduled A-train service with passengers on board. The agency is the first in Texas to implement PTC on its entire commuter rail system. DCTA expects the FRA to certify its PTC technology by June 2020.

### **FUTURE OUTLOOK**

DCTA's major revenue source, sales tax, continues to grow. Sales tax revenues were \$28.7 million in FY19 compared to \$27.9 million in FY18. Total revenues were \$46.0 million in FY19 compared to \$40.8 million in FY18. Despite sales tax growth, DCTA faces challenges with rising healthcare costs, low interest rates impacting investment earnings, and funding for the increased demand of service expansion. In addition, the changing landscape with consumers migrating to online purchases from the traditional brick and mortar retail stores could impact local sales tax.

Population and job growth continue to drive the demand for a transit system that can provide access to jobs, medical care, education and recreation activities. DCTA is assessing and implementing innovative mobility solutions to meet our customer and stakeholder needs and to provide enhanced regional mobility to our passengers. Unemployment averaged 2.9% in Denton County in 2019, and DCTA is working with communities to match employees with employers by providing access to jobs in areas where employers are having difficulty filling positions. The Mobility 2045 plan includes an extension of the A-train rail line south to meet the Cotton Belt rail line, and DCTA will begin to incorporate funding in the Long Range Financial Plan to account for this commitment.

#### Regional Economy

The Dallas–Fort Worth economy continues to grow. Expansion in the Dallas and Fort Worth business-cycle indexes continued in conjunction with strong job growth. The Federal Reserve Bank of Dallas reported in its January 2020 Economic Indicators Update and December 2019 Dallas Fed Economics:

*Employment growth was mostly broad based in 2019, with payrolls in the goods-producing sector expanding strongly at 4.5 percent. Expansion among goods-producing industries was led by a surge in construction and mining employment (Chart 2). Among the service-providing industries, job gains strengthened in the financial activities and education and health services sectors. Employment growth was solid in trade, transportation and utilities, and leisure and hospitality, while job growth in professional and business services—the metro's second-largest sector—was moderate. Only employment in information and other services contracted during the year.*

*Overall, Texas job growth this year is slower than previously estimated due to a downward benchmark revision of employment activity during second quarter 2019. The revised data are more consistent with the Dallas Fed Energy Surveys, which showed a sharp weakening in the oil and gas industry. Labor markets remain historically tight, although wage and price pressures have eased. Despite continued energy weakness, job growth and the Texas unemployment rate will likely remain stable next year. The state economy remains vulnerable to changes in trade policies and to significant swings in oil prices.*

### Population Forecast

North Central Texas is a rapidly growing region whose residents increasingly require a variety of transportation options to serve varied travel needs. According to the NCTCOG's Mobility 2045 Plan, population projections for the Dallas-Fort Worth Metropolitan Area show that by the year 2045 the region will expand from the current population of 7.2 million to an estimated 11.2 million people. This expected growth represents a significant increase in population for North Texas. With the addition of almost four million new residents, there will be a greater demand to move people and goods. The counties of Collin, Dallas, Denton and Tarrant accounted for 86% of the 16-county population in 2019.

The individual population share for Collin and Denton counties has increased since 2010 while the population share for Dallas and Tarrant counties has decreased. Population growth in Denton County is projected to be significant. According to the 2045 NCTCOG Demographic Forecast, the population within Denton County is projected to increase from 874,240 people in 2019 to 1,346,314 people in 2045, a 54% growth. As Collin and Denton counties continue to grow, DCTA will focus efforts on east/west corridor planning and investments in these areas. The US Census Bureau estimates that roughly half of individuals who live in Denton County work outside of the county, which highlights the importance of providing transportation links from Denton County to major employment destinations in neighboring counties.

### Long Range Service Plan

For the past several years, DCTA focused on implementing the first phase of regional rail service as well as improving local bus routes in Denton, Highland Village, and Lewisville. Having attained the milestone of delivering the first phase of regional commuter rail service, DCTA is now looking beyond the A-train implementation and preparing for the future needs of a growing Denton County and North Central Texas region.

The Long Range Service Plan provides a roadmap for decision making about transit investments in Denton County over the next 25 years and reaffirms DCTA's goals and performance standards that will be used to help officials make decisions about future investments and the implementation of new services. It will help ensure that transit services mature and develop to better meet the needs of Denton County. In FY20, DCTA will begin a transformation initiative which will include Board visioning and will result in a new long range service plan for the agency.

## **OTHER INFORMATION**

### Independent Audit

Chapter 460, Section 460.402 of the Texas Transportation Code requires an annual audit of the books of account, financial records and transactions of the DCTA by independent certified accountants selected by the Board of Directors. This requirement has been complied with and the independent auditor's report has been included. The Board of Directors hears and reviews recommendations made by the independent auditors and also guides the annual budget process.

DCTA is also required to undergo an audit of federally and state funded programs administered by DCTA. The standards governing the Single Audit engagement require the independent auditor to report on the audited government's internal controls and compliance with laws, regulations, contracts and grants applicable to each major federal and state program. The reports related specifically to the Single Audit are issued under separate cover.

### Certificate of Achievement

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the DCTA for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2018. The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government financial reports. This was the ninth consecutive year for the DCTA to receive the Certificate of Achievement.

To be awarded the Certificate of Achievement, a government unit must publish an easily readable and efficiently organized CAFR whose contents conform to program standards. The CAFR must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe our current report continues to conform to the Certificate of Achievement program requirements, and we are submitting it to GFOA.

### Acknowledgements

The preparation of this report on a timely basis could not have been accomplished without the efficient and dedicated services of the entire DCTA Finance Department staff. We also express our appreciation to all the DCTA staff members who assisted and contributed to the successful completion of this report as well as the guidance provided by our external auditors.

We would like to thank the members of the DCTA Board of Directors for their interest and support in planning and conducting the financial operations of the Denton County Transportation Authority in a responsible and progressive manner.

Sincerely,



Raymond Suarez  
President/CEO



Marisa Perry, CPA  
Chief Financial Officer/VP of Finance



Amber Karkauskas, CGFO  
Controller

## 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 42-43) 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 revenues 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.

Regular Item 1, Exhibit 1

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 February 20, 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.

*Weaver and Tidwell, L.L.P.*

WEAVER AND TIDWELL, L.L.P.

Dallas, Texas  
February 20, 2020

## **Denton County Transportation Authority**

Management's Discussion And Analysis  
For the Year Ended September 30, 2019  
(Unaudited)

The management of the Denton County Transportation Authority (DCTA) offers readers of the DCTA's financial statements this narrative overview and analysis of the financial activities for the fiscal year ended September 30, 2019. This discussion and analysis is designed to provide an objective and easily readable analysis of DCTA's financial activities based on currently known facts, decisions, or conditions.

We encourage the readers to consider the information presented here in conjunction with accompanying financial statements, notes thereto and additional information that is furnished in our letter of transmittal and the statistical section of this report. In addition, readers are encouraged to review information on the annual budget and other agency information found on the DCTA website at [www.dcta.net](http://www.dcta.net). It should be noted that the Independent Auditor's Report describes the auditor's association with the various sections of the report and that all of the additional information from the website and other DCTA sources is unaudited and has not been updated for events that may have occurred subsequent to the issuance of the respective report.

### **In Brief**

- As of September 30, 2019 and 2018, total assets and deferred outflows of resources of DCTA exceeded total liabilities and deferred inflows of resources by \$327,800,795 and \$326,032,103 respectively. The amount of unrestricted net position as of September 30, 2019 was \$34,112,754 compared to \$30,080,608 in 2018. Unrestricted net position is the amount which may be used to meet DCTA's ongoing obligations in accordance with the fiscal policies;
- Net position increased \$1,768,692 during the current fiscal year compared to a decrease of \$55,729 in the prior year. The change compared to the prior year is attributable to a \$2.6 million increase in grants for capital improvements, mainly related to bus fleet purchases and the timing of expenses and related reimbursements of the A-train Rail Trail project.
- Net capital assets were \$319.6 million as of September 30, 2019 compared to \$323.4 million as of September 30, 2018. The decrease of \$3.9 million is caused by \$9.8 million of depreciation expense, offset by \$5.9 million of asset additions.

### **Overview of the Basic Financial Statements**

This discussion and analysis is intended to serve as an introduction to DCTA's accompanying financial statements and notes. The basic financial statements consist of four components: 1) statements of net position, 2) statements of revenues, expenses, and changes in net position, 3) statements of cash flows, and 4) notes to the financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves, as well as a statistical section (unaudited) to provide the reader additional information relative to DCTA.

## **Denton County Transportation Authority**

Management's Discussion And Analysis

For the Year Ended September 30, 2019

(Unaudited)

DCTA activities are accounted for in two enterprise funds; therefore, government-wide financial statements are not presented. Enterprise funds are generally used to report business-type activities of governmental entities. The financial statements are prepared on the accrual basis of accounting meaning that all expenses are recorded when incurred and all revenues are recognized when earned in accordance with accounting principles generally accepted in the United States of America. Certain statements in the report are, or will be, forward-looking statements. Forward-looking statements should not be read as a guarantee of future performance or results and are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in the statements.

**Statement of Net Position** – The statement of net position reports all of the financial and capital resources of DCTA. The statement is presented in the format where total assets plus deferred outflows of resources equal total liabilities, deferred inflows of resources, and net position. Assets and liabilities are presented in order of liquidity and are classified as current (convertible into cash within one year) and noncurrent. The focus of the statement of net position is to show a picture of the liquidity and health of the organization as of the end of the reporting period. Changes in net position may serve as an indication of whether the financial position of DCTA is improving or deteriorating.

**Statement of Revenues, Expenses, and Changes in Net Position** – The statement of revenues, expenses, and changes in net position is similar to an income statement. This statement includes operating revenues, such as passenger fares and contracts to provide transit related service to third parties; operating expenses, such as costs of operating the transit system, administrative expenses, and depreciation on capital assets; and non-operating revenue and expenses, such as sales tax revenue, grant revenue, and interest income. The focus of the statement of revenues, expenses, and changes in net position is to present the change in net position during the two most recent fiscal years. The increase or decrease in net position will show the effect of DCTA's current year operations on its financial position.

**Statement of Cash Flows** – The statement of cash flows discloses net cash provided by or used for operating activities, non-capital financing activities, capital and related financing activities, and from investing activities. The statement of cash flows, related notes, and other financial statements can be used to assess DCTA's ability to provide adequate cash flow to support current operations and plans for future expansion.

**Notes to Financial Statements** – The notes to the financial statements are an integral part of the basic financial statements that describe the significant accounting policies and provide additional information that is essential to understanding the data provided in the financial statements.

**Denton County Transportation Authority**

## Management's Discussion And Analysis

For the Year Ended September 30, 2019

(Unaudited)

**Financial Analysis**

**Statement of Net Position** – As noted earlier, net position, and especially net position by category, may serve over time as a useful indicator of DCTA's financial position. Total assets and deferred outflows of resources exceeded total liabilities and deferred inflows of resources by \$327,800,795 and \$326,032,103 as of September 30, 2019 and 2018, respectively. The largest portion, 90% and 91% in 2019 and 2018, respectively, is net investment in capital assets primarily as a result of the rail line construction and acquisition of rail vehicles. The remaining 10% and 9%, respectively, is in unrestricted net position which represents assets with no external restriction as to the use or purpose. The unrestricted net position can be employed for any lawful purpose designated by the governing board.

Net position of DCTA increased 0.54% or \$1,768,692 during the current fiscal year compared to a decrease of 0.02% or \$55,729 in the prior year. The increase in net position in the current fiscal year is attributable to a \$5.6 million increase in current assets, partially offset by a \$3.9 million decrease in capital assets.

**Condensed Statements of Net Position**

	2019	2018	2017
Assets			
Current and other assets	\$ 38,234,115	\$ 32,631,168	\$ 27,901,621
Capital assets	319,554,318	323,437,237	330,767,338
Total assets	357,788,433	356,068,405	358,668,959
Deferred outflows of resources			
Related to TCDRS pension	369,652	264,899	233,653
Liabilities			
Current liabilities	5,940,322	3,999,181	4,604,634
Non-current liabilities	24,369,285	26,231,240	28,138,622
Total liabilities	30,309,607	30,230,421	32,743,256
Deferred inflows of resources			
Related to TCDRS pension	47,683	70,780	71,524
Net position			
Net investment in capital assets	293,688,041	295,951,495	301,758,329
Unrestricted	34,112,754	30,080,608	24,329,503
<b>Total net position</b>	<b>\$ 327,800,795</b>	<b>\$ 326,032,103</b>	<b>\$ 326,087,832</b>

## **Denton County Transportation Authority**

Management's Discussion And Analysis

For the Year Ended September 30, 2019

(Unaudited)

**Assets** – During fiscal year 2019, DCTA's total assets increased 0.48% or \$1.7 million from fiscal year 2018. The net increase is attributable to a \$4.4 million increase in cash and investments and a \$1 million increase in receivables, offset by a \$3.9 million decrease in capital assets.

Capital Assets, net of depreciation, decreased due to \$5.9 million of additions to construction work in progress for the Positive Train Control and A-train Rail Trail projects, offset by \$9.8 million of depreciation and amortization. The capital assets activity for the year is captured in Note 6 (page 30).

**Liabilities** – Current liabilities increased \$1.9 million primarily due to invoices for construction work on the rail line, rail purchased transportation, and services that were outstanding at the year-end.

DCTA's current ratio, current assets of \$38,234,115 and current liabilities of \$5,940,322, was 6:1 as of September 30, 2019 compared to a ratio of 8:1 as of September 30, 2018.

There was a \$1.9 million decrease in non-current liabilities in 2019 due primarily to payments made for DCTA's outstanding bonds and the rail operating easement agreement with DART. The bond payable activity for the year and rail operating easement obligation are captured in Note 8 and Note 9 (pages 35-37).

**Statement of Revenues, Expenses, and Changes in Net Position** – During fiscal year 2019, DCTA's activities resulted in an increase in net position of \$1,768,692 compared to a decrease of \$55,729 in 2018. The increase in the current fiscal year net position is mainly attributable to a \$2.6 million increase in grants for capital improvement and a \$2.3 million in non-operating revenue, offset by a \$3.4 million increase in expenses. The changes in net position for the fiscal years ended September 30, 2019, 2018, and 2017 are shown in the following table.

**Denton County Transportation Authority**  
Management's Discussion And Analysis  
For the Year Ended September 30, 2019  
(Unaudited)

**Condensed Statements of Revenues, Expenses and Changes in Net Position**

	2019	2018	2017
Operating Revenues			
Passenger revenue	\$ 1,357,691	\$ 1,114,734	\$ 1,292,725
Contract services	4,201,278	3,416,001	3,716,481
Other	210,198	858,648	396,450
Total operating revenues	5,769,167	5,389,383	5,405,656
Operating Expenses			
Salaries, wages and fringe benefits	12,367,693	11,137,613	10,425,981
Services	6,202,321	4,348,623	6,209,389
Materials and supplies	2,445,770	2,508,020	2,317,170
Purchased transportation services	9,755,585	8,980,451	10,587,125
Utilities	445,809	439,476	427,013
Casualty and liability insurance	1,697,189	1,707,909	1,600,932
Facility and equipment rents	221,903	213,497	248,128
Other - miscellaneous	281,968	274,072	203,467
Depreciation	9,813,483	10,202,356	9,986,476
Total operating expenses	43,231,721	39,812,017	42,005,681
Operating loss	(37,462,554)	(34,422,634)	(36,600,025)
Non-Operating Revenues (Expenses)			
Sales tax revenue	28,735,383	27,937,707	26,790,098
Transit system operating assistance grants	6,664,660	5,484,450	4,900,401
Investment income	597,793	350,924	122,250
Interest expense	(972,668)	(1,040,263)	(1,098,107)
Gain (loss) on disposal of assets	18,301	2,340	12,208
Total non-operating revenue (expenses)	35,043,469	32,735,158	30,726,850
Income (loss) before capital grants	(2,419,085)	(1,687,476)	(5,873,175)
Grants for capital improvements	4,187,777	1,631,747	6,532,885
Change in net position	1,768,692	(55,729)	659,710
Net position - beginning of year	326,032,103	326,087,832	325,428,122
<b>Net position - end of year</b>	<b>\$ 327,800,795</b>	<b>\$ 326,032,103</b>	<b>\$ 326,087,832</b>

## **Denton County Transportation Authority**

Management's Discussion And Analysis  
For the Year Ended September 30, 2019  
(Unaudited)

### **Operating Revenues**

**Passenger Revenue** – The 2019 passenger revenues increased 22% or \$243k from 2018 due primarily to an increase in rail revenue per rider from \$1.34 in FY2018 to \$1.89 in FY2019, resulting in \$182k increased revenue. To encourage ridership and offset regional fare increases, DCTA permanently reduced local fares in January 2019 and discontinued the Connect fare to encourage use of the local fare. The local fare reduction resulted in lower total transit fares when purchasing one local fare from each agency than the regional fare equivalent. The increase in revenue per rider is likely a result of existing riders purchasing a local fare from DCTA rather than a regional fare from another transit agency. Connect revenues increased \$57k from 2018 due to an 18% increase in ridership.

**Contract Service** – The 2019 contract service revenues increased 23% or \$785k from the prior year. DCTA provides service for University of North Texas (UNT) and North Central Texas College (NCTC) as well as the City of Frisco and the McKinney Urban Transit District (MUTD). These contracts include a combination of DCTA-provided service as well as Lyft and taxi services which are billed as pass-through costs with an associated administrative fee. Contract service revenue increased mainly due to an increase in contracted hourly rates and increased usage of Lyft and taxi services.

### **Operating Expenses**

**Operating Expenses** – The 2019 operating expenses increased 9% or \$3.4 million from 2018. Salaries and benefits increased \$1.2 million due to merit increases, increased health care costs, and bus operator wage rate increases outlined by the Union collective bargaining agreement (CBA). Expenses for services increased \$1.9 million mainly due to a rail service impact fee and rail maintenance projects during FY2019 including brake and engine overhauls as well as crossing replacements. Purchased transportation services increased \$775k primarily attributable to a 14% increase in train hours as well as annual rate increases associated with DCTA's rail operations and maintenance contract.

The 2019 depreciation expense decreased 4% or \$389k from the prior year. This decrease is mainly associated with vehicles and computer software and hardware that became fully depreciated during the year, partially offset by increased depreciation on new vehicles added to the fleet in FY2019.

### **Non-operating Revenues and Expenses**

**Sales Tax Revenue** – The 2019 sales tax revenue increased 3% or \$798k over 2018. DCTA collects one-half percent sales and use tax in the member cities of Denton, Highland Village, and Lewisville. DCTA's member cities continue to experience growth in sales tax revenues and this growth has been mirrored with DCTA's sales tax revenues as well.

**Capital Grants** – Grants for capital improvements increased \$2.6 million from the prior year. This increase is primarily a result of increased reimbursable expenses related to the A-train Rail Trail project as well as bus fleet replacement.

**Transit System Operating Assistance Grants** – The 2019 federal and state grant revenue increased \$1.2 million over 2018 revenue mainly due to larger reimbursements received for Bus Operating Assistance and ADA Assistance.

**Investment Income** – The 2019 investment income was \$598k which is a 70% increase over the 2018 revenue amount. The average yield to maturity increased during the fiscal year from 1.94% in FY18 to 2.06% in FY19, and the average amount of cash available to invest increased 16% during the year. DCTA continues to build up reserve funds in accordance with the Board's reserve policy and is focused on diversifying and laddering its investment portfolio to improve yield on investments.

**Denton County Transportation Authority**

## Management's Discussion And Analysis

For the Year Ended September 30, 2019

(Unaudited)

**Debt Administration**

In June 2008, DCTA completed its first debt issuance by issuing \$20,000,000 in tax-exempt Sales Tax Revenue Bonds. The bonds were issued through a private placement with a maximum 5 year term to fund the DCTA A-train regional passenger rail project, which provides passenger rail service connecting Denton and Dallas counties. The principal payment was due in one lump sum in June 2013 with interest due semi-annually.

The Series 2008 Sales Tax Revenue bonds were refunded through a private placement to long-term debt on December 17, 2009. These bonds will be repaid over 20 years at an interest rate of 3.99%. The first principal payment of \$885,000 was paid in September 2013 and annual installments continue through September 2029.

In September 2011, DCTA issued \$14,390,000 in Contractual Obligations for a portion of its share of the cost for new rail vehicles and for the first phase of the federally-mandated PTC project. These Obligations were issued through a private placement to be repaid over 20 years at an interest rate of 3.13%. The first principal payment of \$140,000 was paid in September 2015 and annual installments continue through September 2031.

**DCTA Fiscal Year 2019 Budget**

The 2018-2019 budget was adopted September 27, 2018. Amendments to the original budget included a \$2.5 million reduction of grant revenues due to changes to capital project timelines and the status of grant funding agreements. Final budgeted operating expenditures increased \$340k over the original FY19 budget due to \$259k of budget transfers from the capital budget to the operating budget to account for software and training expenses as well as professional service expenses related to the completed capital projects. Other miscellaneous revenues and professional service expenses were increased by \$86k for a rail station planning project to be fully reimbursed by the City of Corinth.

**Statement of Revenues, Expenses, and Changes in Net Position, Budget Year Ending September 30, 2020  
and Financial Year Ending 2019 and 2018**

	2020 Budget	2019 Actual	2018 Actual	Increase (Decrease) from 2019	Percent Increase (Decrease) from 2019
Operating revenues	\$ 5,680,481	\$ 5,769,167	\$ 5,389,383	\$ (88,686)	-2%
Operating expenses	44,689,151	43,231,721	39,812,017	1,457,430	3%
Operating loss	(39,008,670)	(37,462,554)	(34,422,634)	(1,546,116)	4%
Non-operating revenues	33,763,457	35,043,469	32,735,158	(1,280,012)	-4%
Income before capital grants	(5,245,213)	(2,419,085)	(1,687,476)	(2,826,128)	117%
Grants for capital improvements	5,753,410	4,187,777	1,631,747	1,565,633	37%
Change in net position	508,197	1,768,692	(55,729)	(1,260,495)	-71%
Net position, beginning of year	310,713,119	326,032,103	326,087,832	(15,318,984)	-5%
Net position, end of year	\$ 311,221,316	\$ 327,800,795	\$ 326,032,103	\$ (16,579,479)	-5%

## **Denton County Transportation Authority**

Management's Discussion And Analysis  
For the Year Ended September 30, 2019  
(Unaudited)

### **DCTA Fiscal Year 2020 Budget**

Operating revenues in 2020 show a decrease of 2% or \$89k from 2019 actual results. Operating revenue includes passenger fare revenue and contract service revenue. Passenger farebox revenue is projected to decrease 11% from 2019 actual revenue based on a conservative estimated rail fare per rider of \$1.50 compared to an average \$1.87 per rider experienced in FY2019 as well as an estimated slight decrease in ridership. Contract service revenue is expected to increase 5% over the 2019 actual revenue primarily due to an increased budgeted fuel pass-through costs as well as a new contract for service with the City of Coppell.

The fiscal year 2020 operating expenses are projected to increase \$1.5 million over 2019 actual results. Major changes include planned merit and pay plan adjustments, increased health care benefit costs, and bus operator wage rate increases as outlined in the Union CBA. Increases of \$750k in fuel expenses are also anticipated. Bus fuel is budgeted at \$3.00 per gallon in fiscal year 2020, compared to an average \$2.28 per gallon paid in fiscal year 2019. Rail fuel is budgeted at \$2.75 per gallon in fiscal year 2020, compared to an average of \$2.18 per gallon paid in fiscal year 2019. The FY20 budget assumes a \$945k increase in purchased transportation services over FY19 actuals due to price escalators built into the rail operations and maintenance contract as well as an additional \$100k for the Positive Train Control operational estimated cost that will begin in FY2020.

Non-operating revenues, net of expenses, are projected to decrease slightly from 2019 to 2020. Non-operating revenues include sales tax revenue, grant reimbursements, and investment income.

### **Requests for Information**

The financial report is designed to provide the citizens of our member cities, customers and other interested parties with a general overview of DCTA finances. If you have any questions regarding this report or need any additional information, contact DCTA at 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057, by phone at (972) 221-4600, or by electronic mail at [info@dcta.net](mailto:info@dcta.net).

Regular Item 1, Exhibit 1

## Basic Financial Statements

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

	DCTA	NTMC	Total
<b>ASSETS</b>			
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
<b>TOTAL ASSETS</b>	357,424,984	363,449	357,788,433
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Related to TCDRS pension	369,652	-	369,652
Total deferred outflows of resources	369,652	-	369,652
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable and accrued expenses	2,906,785	363,449	3,270,234
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	5,576,873	363,449	5,940,322
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	29,946,158	363,449	30,309,607
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Related to TCDRS pension	47,683	-	47,683
Total deferred inflows of resources	47,683	-	47,683
<b>NET POSITION</b>			
Net investment in capital assets	293,688,041	-	293,688,041
Unrestricted	34,112,754	-	34,112,754
<b>TOTAL NET POSITION</b>	\$ 327,800,795	\$ -	\$ 327,800,795

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

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

	<b>DCTA</b>	<b>NTMC</b>	<b>Total</b>
<b>ASSETS</b>			
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:			
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
<b>TOTAL ASSETS</b>	356,068,405	-	356,068,405
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Related to TCDRS pension	264,899	-	264,899
Total deferred outflows of resources	264,899	-	264,899
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable and accrued expenses	1,462,191	-	1,462,191
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
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Related to TCDRS pension	70,780	-	70,780
Total deferred inflows of resources	70,780	-	70,780
<b>NET POSITION</b>			
Net investment in capital assets	295,951,495	-	295,951,495
Unrestricted	30,080,608	-	30,080,608
<b>TOTAL NET POSITION</b>	<u>\$ 326,032,103</u>	<u>\$ -</u>	<u>326,032,103</u>

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

**Denton County Transportation Authority**Statements of Revenues, Expenses and Changes in Net Position  
Year Ended September 30, 2019

	<b>DCTA</b>	<b>NTMC</b>	<b>Total</b>
<b>OPERATING REVENUES</b>			
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
<b>OPERATING EXPENSES</b>			
Salaries, wages and fringe benefits	9,681,725	2,685,968	12,367,693
Services	6,173,872	28,449	6,202,321
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
	30,657,936	2,760,302	33,418,238
Depreciation and amortization	9,813,483	-	9,813,483
Total operating expenses	40,471,419	2,760,302	43,231,721
<b>NET OPERATING LOSS</b>	(34,702,252)	(2,760,302)	(37,462,554)
<b>NON-OPERATING REVENUES (EXPENSES)</b>			
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
<b>INCOME (LOSS) BEFORE CAPITAL GRANTS/TRANSFERS</b>	341,217	(2,760,302)	(2,419,085)
<b>GRANTS FOR CAPITAL IMPROVEMENTS</b>	4,187,777	-	4,187,777
<b>TRANSFERS</b>			
Transfers in	-	2,760,302	2,760,302
Transfers out	(2,760,302)	-	(2,760,302)
Change in net position	1,768,692	-	1,768,692
<b>NET POSITION, beginning of year, as restated</b>	326,032,103	-	326,032,103
<b>NET POSITION, end of year</b>	\$ 327,800,795	\$ -	\$ 327,800,795

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

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

	<b>DCTA</b>	<b>NTMC</b>	<b>Total</b>
<b>OPERATING REVENUES</b>			
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
<b>OPERATING EXPENSES</b>			
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
<b>NET OPERATING LOSS</b>	(34,422,634)	-	(34,422,634)
<b>NON-OPERATING REVENUES (EXPENSES)</b>			
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
<b>INCOME (LOSS) BEFORE CAPITAL GRANTS</b>	(1,687,476)	-	(1,687,476)
<b>GRANTS FOR CAPITAL IMPROVEMENTS</b>	1,631,747	-	1,631,747
Change in net position	(55,729)	-	(55,729)
<b>NET POSITION, beginning of year, as restated</b>	326,087,832	-	326,087,832
<b>NET POSITION, end of year</b>	<u>\$ 326,032,103</u>	<u>\$ -</u>	<u>\$ 326,032,103</u>

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

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

	<u>DCTA</u>	<u>NTMC</u>	<u>Total</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Receipts from customers and users	\$ 5,075,250	\$ -	\$ 5,075,250
Payments to suppliers	(19,383,743)	(69,686)	(19,453,429)
Payments to employees	(10,027,697)	(2,327,167)	(12,354,864)
Net cash used by operating activities	(24,336,190)	(2,396,853)	(26,733,043)
<b>CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES</b>			
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
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>			
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)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
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
<b>CASH AND CASH EQUIVALENTS, beginning of year</b>	<u>21,922,836</u>	<u>-</u>	<u>21,922,836</u>
<b>CASH AND CASH EQUIVALENTS, end of year</b>	<u>\$ 24,914,265</u>	<u>\$ 363,449</u>	<u>\$ 25,277,714</u>

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

**Denton County Transportation Authority**

## Statements of Cash Flows

Year Ended September 30, 2019

(Continued)

	<u>DCTA</u>	<u>NTMC</u>	<u>Total</u>
<b>RECONCILIATION OF OPERATING LOSS TO NET</b>			
<b>CASH USED BY OPERATING ACTIVITIES</b>			
Operating loss	\$ (34,702,252)	\$ (2,760,302)	\$ (37,462,554)
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	1,770,761	4,648	1,775,409
Accrued payroll and payroll related items	(326,167)	358,801	32,634
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	<u>\$ (24,336,190)</u>	<u>\$ (2,396,853)</u>	<u>\$ (26,733,043)</u>
<b>RECONCILIATION OF CASH AND CASH</b>			
<b>EQUIVALENTS TO STATEMENTS OF NET ASSETS</b>			
Cash and cash equivalents	\$ 23,923,017	\$ 363,449	\$ 24,286,466
Restricted cash	991,248	-	991,248
	<u>\$ 24,914,265</u>	<u>\$ 363,449</u>	<u>\$ 25,277,714</u>

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

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

	<b>DCTA</b>	<b>NTMC</b>	<b>Total</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Receipts from customers and users	\$ 5,430,291	\$ -	\$ 5,430,291
Payments to suppliers	(18,849,723)	-	(18,849,723)
Payments to employees	(11,097,691)	-	(11,097,691)
Net cash used by operating activities	(24,517,123)	-	(24,517,123)
<b>CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES</b>			
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
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>			
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)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
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
<b>CASH AND CASH EQUIVALENTS, beginning of year</b>	17,492,340	-	17,492,340
<b>CASH AND CASH EQUIVALENTS, end of year</b>	<u>\$ 21,922,836</u>	<u>\$ -</u>	<u>\$ 21,922,836</u>

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

**Denton County Transportation Authority**

## Statements of Cash Flows

Year Ended September 30, 2018

(Continued)

	<u>DCTA</u>	<u>NTMC</u>	<u>Total</u>
<b>RECONCILIATION OF OPERATING LOSS TO NET</b>			
<b>CASH USED BY OPERATING ACTIVITIES</b>			
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	(677,509)	-	(677,509)
Accrued payroll and payroll related items	89,294	-	89,294
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	<u>\$ (24,517,123)</u>	<u>\$ -</u>	<u>\$ (24,517,123)</u>
<b>RECONCILIATION OF CASH AND CASH</b>			
<b>EQUIVALENTS TO STATEMENTS OF NET ASSETS</b>			
Cash and cash equivalents	\$ 20,684,993	\$ -	\$ 20,684,993
Restricted cash	1,237,843	-	1,237,843
	<u>\$ 21,922,836</u>	<u>\$ -</u>	<u>\$ 21,922,836</u>

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

## **Denton County Transportation Authority**

### **Notes to Financial Statements**

#### **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, consists of voting and non-voting members. As of September 30, 2019, the Board was composed of:

1. One member appointed by the governing body of each of the following cities; Denton, Highland Village, and Lewisville;
2. Two members appointed by the Denton County Commissioner's Court;
3. Seven 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 employee-related 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.

## **Denton County Transportation Authority**

### **Notes to Financial Statements**

#### **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, the McKinney Urban Transit District, and partners with Trinity Metro on the North Texas Xpress.

#### **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.

## **Denton County Transportation Authority**

### **Notes to Financial Statements**

#### **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 TCERS. 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 TCERS through a report prepared for the Authority by TCERS 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.

#### **Reclassifications**

Certain reclassifications have been made to the 2018 financial statements to conform to the 2019 financial statement presentation. These reclassifications had no effect on the change in net position.

#### **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.

## **Denton County Transportation Authority**

### **Notes to Financial Statements**

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/CEO 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
	<u>25,277,714</u>	<u>21,922,836</u>
Investments		
U.S. Treasury Notes	-	993,805
FHLB	2,510,221	1,488,260
FHLMC	2,500,380	493,090
FNMA	-	985,970
	<u>\$ 30,288,315</u>	<u>\$ 25,883,961</u>
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
	<u>\$ 30,288,315</u>	<u>\$ 25,883,961</u>

### 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 Inactive 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+
<b>Total</b>	<b>\$ 30,288,315</b>	<b>\$ -</b>	<b>\$ 5,010,601</b>	<b>\$ -</b>		

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.

## Denton County Transportation Authority

### Notes to Financial Statements

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.

As of September 30, 2019, the Authority utilized the recurring fair value measurements for U.S. Government Agency Securities of \$5,010,601 valued using quoted prices for similar assets in active markets (Level 2).

#### 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
<b>Total</b>	<b>\$ 7,628,122</b>	<b>\$ 6,607,822</b>

## 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 depreciated, net	287,791,240	(9,739,703)	-	3,571,984	281,623,522
<b>Total capital assets, net</b>	<b>\$ 323,437,237</b>	<b>\$ (3,882,920)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 319,554,318</b>
	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
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
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 depreciated, net	295,248,745	(10,202,356)	-	2,744,851	287,791,240
<b>Total capital assets, net</b>	<b>\$ 330,767,338</b>	<b>\$ (7,330,101)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 323,437,237</b>

## Denton County Transportation Authority

### Notes to Financial Statements

Primary capital asset expenditures in 2019 and 2018 relate to the construction of the A-train Rail Trail project, 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](http://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
<b>Total</b>	<b>52</b>

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%
<b>Total</b>	<b>100.0%</b>	

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)
<b>Balance at December 31, 2018</b>	<b>\$ 1,861,885</b>	<b>\$ 1,752,600</b>	<b>\$ 109,285</b>

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
<b>Net pension liability</b>	<b>\$ 436,135</b>	<b>\$ 109,285</b>	<b>\$ (156,977)</b>

**Denton County Transportation Authority**

## Notes to Financial Statements

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
<b>Total</b>	<b>\$ 47,683</b>	<b>\$ 369,652</b>

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
<b>Total</b>	<b>\$ 173,648</b>

**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
<b>Total requirements</b>	<b>\$ 25,230,000</b>	<b>\$ 5,738,960</b>	<b>\$ 30,968,960</b>

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)
<b>Balance at September 30, 2019</b>	<b>\$ 25,230,000</b>

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.

## Denton County Transportation Authority

### Notes to Financial Statements

#### 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
<b>Total requirements</b>	<b>\$ 1,000,000</b>

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.

## Denton County Transportation Authority

### Notes to Financial Statements

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
	<hr/>
	\$ 88,413,600

## Denton County Transportation Authority

### Notes to Financial Statements

#### 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 Authority 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.

## **Denton County Transportation Authority**

### Notes to 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 20, 2020, the date the financial statements were issued.

Regular Item 1, Exhibit 1

## Required Supplementary Information

**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
<b>TOTAL PENSION LIABILITY</b>					
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
<b>TOTAL PENSION LIABILITY, ending (a)</b>	<b>\$ 673,603</b>	<b>\$ 782,772</b>	<b>\$ 1,033,692</b>	<b>\$ 1,439,099</b>	<b>\$ 1,861,885</b>
<b>PLAN FIDUCIARY NET POSITION</b>					
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
<b>PLAN FIDUCIARY NET POSITION, ending (b)</b>	<b>\$ 548,855</b>	<b>\$ 734,347</b>	<b>\$ 1,015,070</b>	<b>\$ 1,437,859</b>	<b>\$ 1,752,600</b>
<b>NET PENSION LIABILITY, ending (a) - (b)</b>	<b>\$ 124,748</b>	<b>\$ 48,425</b>	<b>\$ 18,622</b>	<b>\$ 1,240</b>	<b>\$ 109,285</b>
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."

**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
<b>CONTRIBUTION DEFICIENCY (EXCESS)</b>	<b>\$ (27,299)</b>	<b>\$ (11,521)</b>	<b>\$ (16,975)</b>	<b>\$ (35,275)</b>	<b>\$ (4,254)</b>
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."

Regular Item 1, Exhibit 1

## Supplementary Information

**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
<b>OPERATING REVENUES</b>					
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	86,761	210,198	123,437	858,648
Total operating revenues	5,013,831	5,099,592	5,769,167	669,575	5,389,383
<b>OPERATING EXPENSES</b>					
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	6,173,872	(1,539,216)	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	10,790,950	10,790,950	9,813,483	977,467	10,202,356
Total operating expenses	44,740,698	42,262,435	40,471,419	1,791,016	39,812,017
Operating loss	(39,726,867)	(37,162,843)	(34,702,252)	2,460,591	(34,422,634)
<b>NONOPERATING REVENUES (EXPENSES)</b>					
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
<b>INCOME (LOSS) BEFORE CAPITAL GRANTS/TRANSFERS</b>	(6,653,740)	(5,136,394)	341,217	5,477,611	(1,687,476)
<b>GRANTS FOR CAPITAL IMPROVEMENTS</b>	5,300,531	3,811,390	4,187,777	376,387	1,631,747
<b>TRANSFERS</b>					
Transfers Out	-	(2,817,851)	(2,760,302)	57,549	-
<b>Change in net position</b>	<u>\$ (1,353,209)</u>	<u>\$ (4,142,855)</u>	<u>\$ 1,768,692</u>	<u>\$ 5,911,547</u>	<u>\$ (55,729)</u>

**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
<b>OPERATING EXPENSES</b>					
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	-
<b>INCOME (LOSS) BEFORE TRANSFERS</b>	-	(2,817,851)	(2,760,302)	57,549	-
<b>TRANSFERS</b>					
Transfers In	-	2,817,851	2,760,302	(57,549)	-
<b>Change in net position</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## Board of Directors Memo

February 27, 2020

SUBJECT: Consider Resolution R20-02 Approving FY 2020 Operating Budget Revision Number 2020-02

### Background

The DCTA budget is prepared months in advance of the start of the October 1 fiscal year and not all expenses can be anticipated at the time of the budget preparation. Therefore, during the fiscal year, it may become necessary to reforecast the annual expenses and modify the budget by amendment. Amending the budget for material changes will provide a better forecasting and management tool for the Board and DCTA staff.

### Identified Need

In order to improve financial reporting and communicate expected financial results the revised budget is submitted to the Board for consideration and approval of the attached Budget Revision Number 2020-02. The items included in this revision are as follows:

- The transfer of the Procurement Specialist position from the NTMC operating budget, where it was originally budgeted, into the DCTA operating budget. After a \$60,065 reduction to the NTMC budget, the overall budget impact (DCTA + NTMC combined) of \$1,551 is covered by savings identified in the professional services budget, making the overall net budget impact of zero for this item.
- Increase of \$69,211 for legal fees related to the Locke Lord contract approved by the Board on December 5, 2019.
- Increase of \$20,724 for the Transfer Out to fund the NTMC operating budget related to corresponding Budget Revision Number 2020-N001 (to be approved by NTMC Board) to cover an additional \$80,789 legal fees related to bus operations employment matters.

DCTA's Financial Management Policies require approval of a Board resolution to authorize a budget amendment that increases the total adopted fiscal year budget or moves funds between DCTA and NTMC.

### Financial Impact

The total budget impact of Budget Revision Number 2020-02 is \$150k for additional legal fees.

### Recommendation

Staff recommends the Board of Directors approve Resolution R20-02 authorizing a budget revision for the FY 2020 operating budget for an additional \$150,000 in legal fees.

### Exhibits

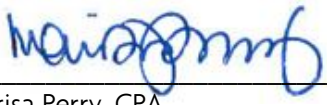
Attached – Exhibit 1: Resolution R20-02 authorizing FY 2020 Budget Revision Number 2020-02


Attached – Exhibit 2: Budget Revision Number 2020-02

Attached – Exhibit 3: Change in Net Position – DCTA & NTMC Combined



Submitted By:   
Amanda Riddle, Senior Manager of Budget

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

Approval:   
Raymond Suarez, CEO

**DENTON COUNTY TRANSPORTATION AUTHORITY  
RESOLUTION NO. R20-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA) APPROVING FISCAL YEAR 2020 BUDGET AMENDMENT NUMBER R20-02 REVISED OPERATING BUDGET AMENDMENTS, ATTACHED HERETO AS EXHIBITS “1” THROUGH “2”, RESPECTIVELY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, DCTA budget is a well calculated estimate as to what will be needed for expenses in the fiscal year; and

**WHEREAS**, budget estimates are often prepared months in advance of the actual expenses and the possibility that the actual amount of the expenses will be known in exact terms at the time of the budget preparation is unlikely; and

**WHEREAS**, during the fiscal year, it may become necessary to reforecast the annual expenses and modify the budget by amendment; and

**WHEREAS**, the Board of Directors of the DCTA desires to amend the fiscal year 2020 Operating Budget as set forth in Exhibits “1” through “2”, respectively.

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

**SECTION 1.** The Budget Amendment number attached hereto as Exhibits “1” through “2”, respectively, be, and the same are hereby adopted and which shall amend the original budget adopted September 26, 2019, from and after the effective date of this Resolution.

**SECTION 2.** All provisions of the resolutions of the Board of Directors of the DCTA, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 3.** 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 27<sup>TH</sup> DAY OF FEBRUARY 2020.**

**APPROVED:**

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Dianne Costa, Chair

**ATTEST:**

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Secretary  
(02-19-2020:TM 113955)

## DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA)

## BUDGET TRANSFER / REVISION REQUEST

Number: 2020-02

TRANSACTION TYPE: Transfer ☐  
Revision ☒

		Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
<b>TRANSFERS WITHIN EXISTING BUDGET</b>				
130-50309	Professional Services	206,524	(1,551)	204,973
	Finance Salary & Benefits	1,221,395	61,616	1,283,011
		<i>Net Budget Impact</i>	<i>60,065</i>	<i>Offset by NTMC Budget Revision 2020-N001</i>
<b>ADDITIONS TO OPERATING BUDGET</b>				
100-50315	Legal Fees	110,000	69,211	179,211
<b>TRANSFERS IN / OUT</b>				
	Transfers Out	(8,781,700)	(20,724)	(8,802,424)
		<b>Net Revision Impact</b>	<b>\$ 150,000</b>	

## EXPLANATION:

- The transfer of the Procurement Specialist position from the NTMC operating budget, where it was originally budgeted, into the DCTA operating budget. The budget impact of \$1,551 is covered by savings identified in professional services budget, making the overall net budget impact of zero for this item.
- Increase of \$69,211 for legal fees related to the Locke Lord contract approved by the Board on December 5, 2019.
- Increase of \$20,724 for the Transfer Out to fund the NTMC operating budget related to corresponding Budget Revision Number 2020-N001 (to be approved by NTMC Board).

DATE: 2.19.2020

REQUESTED BY:



Amanda Riddle, Senior Manager of Budget

DATE:

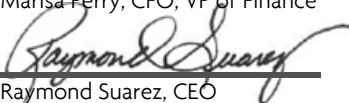
REVIEWED BY:



Marisa Perry, CFO, VP of Finance

DATE:

CEO:



Raymond Suarez, CEO

DENTON COUNTY TRANSPORTATION AUTHORITY  
Change in Net Position - Proposed FY 20 Budget Revision

Description	DCTA FY 2020 Adopted Budget	NTMC FY 2020 Adopted Budget	Total FY 2020 Adopted Budget	Completed Transfers (Combined)	Total FY 2020 Revised Budget (Combined)	Proposed Revisions (Combined)	Total FY 2020 Proposed Revised Budget (Combined)
<b>OPERATING REVENUE</b>							
Passenger Revenues (Bus Farebox)	\$ 624,049	\$ -	\$ 624,049	\$ -	\$ 624,049	\$ -	\$ 624,049
Passenger Revenues (Rail Farebox)	588,272	-	588,272	-	588,272	-	588,272
Contract Service Revenue	4,416,160	-	4,416,160	-	4,416,160	-	4,416,160
<b>Total Operating Revenue</b>	<b>5,628,481</b>	<b>-</b>	<b>5,628,481</b>	<b>-</b>	<b>5,628,481</b>	<b>-</b>	<b>5,628,481</b>
<b>OPERATING EXPENSES</b>							
Salary, Wages and Benefits	4,996,191	8,460,824	13,457,015	-	13,457,015	1,551	13,458,566
Services	3,393,656	95,040	3,488,696	188,408	3,677,104	148,449	3,825,553
Materials and Supplies	3,307,659	-	3,307,659	(212,742)	3,094,917	-	3,094,917
Utilities	527,988	-	527,988	-	527,988	-	527,988
Insurance, Casualties and Losses	1,752,329	132,636	1,884,965	-	1,884,965	-	1,884,965
Purchased Transportation Services	10,700,706	-	10,700,706	(99,000)	10,601,706	-	10,601,706
Miscellaneous	387,237	93,200	480,437	-	480,437	-	480,437
Leases and Rentals	229,633	-	229,633	-	229,633	-	229,633
Depreciation	10,612,052	-	10,612,052	-	10,612,052	-	10,612,052
<b>Total Operating Expenses</b>	<b>35,907,451</b>	<b>8,781,700</b>	<b>44,689,151</b>	<b>(123,334)</b>	<b>44,565,817</b>	<b>150,000</b>	<b>44,715,817</b>
Operating Income / (Loss)	(30,278,970)	(8,781,700)	(39,060,670)	123,334	(38,937,336)	(150,000)	(39,087,336)
<b>NON-OPERATING REVENUE / (EXPENSE)</b>							
Investment Income	400,000	-	400,000	-	400,000	-	400,000
Misc. Revenues	52,000	-	52,000	-	52,000	-	52,000
Sales Tax Revenue	29,019,184	-	29,019,184	-	29,019,184	-	29,019,184
Federal Grants & Reimbursements	10,226,774	-	10,226,774	(123,334)	10,103,440	-	10,103,440
State Grants & Reimbursements	780,389	-	780,389	-	780,389	-	780,389
Long Term Debt Interest/Expense	(909,480)	-	(909,480)	-	(909,480)	-	(909,480)
<b>Total Non-Operating Revenue / (Expense)</b>	<b>39,568,867</b>	<b>-</b>	<b>39,568,867</b>	<b>(123,334)</b>	<b>39,445,533</b>	<b>-</b>	<b>39,445,533</b>
Income (Loss) Before Transfers	9,289,897	(8,781,700)	508,197	-	508,197	(150,000)	358,197
Transfers Out	(8,781,700)	-	(8,781,700)	-	(8,781,700)	(20,724)	(8,802,424)
Transfers In	-	8,781,700	8,781,700	-	8,781,700	20,724	8,802,424
<b>Total Transfers</b>	<b>(8,781,700)</b>	<b>8,781,700</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 508,197</b>	<b>\$ -</b>	<b>\$ 508,197</b>	<b>\$ -</b>	<b>\$ 508,197</b>	<b>\$ (150,000)</b>	<b>\$ 358,197</b>

## Board of Directors Memo

February 27, 2020

SUBJECT: Consider Award of RFP 20-02 for Transit and Transportation Planning Services

### **Background**

On December 10, 2019, DCTA issued RFP 20-02 for Transit and Transportation Planning Services to assist staff with transit and transportation planning efforts as well as increase the use of non-traditional transit services allowing for a tailored response to the demands of various ridership markets. A total of 4,325 email notices were sent to potential offerors. Seven (7) proposals were received. An Evaluation Team reviewed all seven (7) proposals and conducted interviews with three (3) shortlisted firms.

1. AECOM Technical Services, Inc.
2. Cambridge Systematics
3. Kimley Horn
4. Kittelson & Associates, Inc.
5. Movmi Shared Transportation Services Inc
6. Transpo Group
7. Walter P Moore

### **Identified Need**

RFP 20-02 is a continuation of DCTA's existing, on-call planning consultant program. While specific projects are being developed based on evolving needs and available funding, individual task orders are anticipated in five areas: innovative service delivery, long-range service planning, operations analysis, corridor planning, and master planning for station-area transit-oriented development. All work will be assigned on a Task Order basis.

### **Financial Impact**

The contract term shall be for three (3) years with the option to renew for two (2) additional one (1) year terms. Anticipated annual expenses will be included in the approved annual budget and will not exceed \$400,000 combined total for both firms. Task orders in excess of \$75,000 will require separate Board approval.

### **Recommendation**

Staff recommends awards to AECOM Technical Services, Inc. and Kittelson & Associates, Inc. and requests authorization for the CEO to execute contracts with an initial three-year term and two one-year renewal terms.

### **Exhibits**

- Exhibit 1 – Evaluation Consensus
- Exhibit 2 – Request for Proposal Package
- Exhibit 3 – AECOM Technical Services, Inc. Proposal
- Exhibit 4 – Kittelson & Associates, Inc. Proposal



Submitted By: Christa Christian  
Christa Christian, CPPB, Senior Procurement Specialist

Final Review: Tim  
Tim Palermo, Sr. Regional Planner

Approval: Kristina Holcomb  
Kristina Holcomb, Deputy CEO

**EVALUATION SCORE SHEET - CONSENSUS AVERAGES**

DCTA REQUEST FOR PROPOSAL 20-02

EVALUATOR: \_Evaluation Team\_\_\_\_\_

	MAX PTS	AECOM	CAMBRIDGE	KIMLEY	KITTELSON	MOORE	MOVMI	TRANSP
TOTAL SCORE	100	94	88.5	75.25	90	74.5	58.5	75.5
TOP THREE FOR INTERVIEWS								

**Ranking RFP 20-02 Transit and Transportation Planning Services**

	AECOM	Cambridge	Kittelson
Kristina	96	90	94
Lindsey	98	88	93
Tim	91	86	92
Mona	91	86	92
Average	94	87.5	92.75

Rank  
 1. AECOM  
 2. Kittelson  
 3. Cambridge



## SOLICITATION OVERVIEW AND ENDORSEMENT

<b>SOLICITATION No./TYPE</b>	20-02 Request for Proposals		
<b>TITLE</b>	Transit and Transportation Planning Services		
<b>PROCUREMENT SCHEDULE</b>	Dates and times are subject to change, any changes will be issued by addenda.		
<b>PRE BID/PROPOSAL MEETING DATE</b>	November 14, 2019 10:00 am CST	<b>PRE BID/PROPOSAL MEETING LOCATION</b>	1955 Lakeway Drive Suite 260 Lewisville, TX 75057
<b>QUESTIONS DUE</b>	November 21, 2019 by 5:00 pm CST	<b>RESPONSES TO QUESTIONS RELEASED</b>	November 27, 2019 by 5:00 pm CST
<b>DUE DATE/TIME</b>	December 10, 2019 at 3:00 pm CST		
<b>QUESTIONS/ CLARIFICATIONS</b>	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		
<b>ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO</b>	Sarah Martinez <a href="mailto:procurement@dcta.net">procurement@dcta.net</a> or submitted via BidSync at <a href="http://www.bidsync.com">www.bidsync.com</a>		
<b>RECEIPT OF BID/PROPOSAL</b>	<p>Prior to the time and date indicated above, all bid/proposal packages must be hand delivered or mailed to Procurement at:</p> <p>DCTA 1955 Lakeway Drive, Suite 260 ATTN: Sarah Martinez SOLICITATION #20-02 Lewisville, Texas 75057</p> <p><b>Bid/Proposal packages received after the due time and date shall not be considered and will be returned unopened.</b> 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.</p> <p>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.</p>		
<b>ACCEPTANCE PERIOD</b>	BIDS/PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE		
<b>DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM</b>	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 <a href="http://www.dcta.net">www.dcta.net</a>		
<b>DBE GOAL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal 0%		
<b>DAVIS-BACON AND COPELAND ANTI-KICKBACK</b>	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).		
<b>CERTIFIED PAYROLL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
<b>BID/PROPOSAL ENDORSEMENT</b>	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
<b>BUSINESS NAME</b>			
<b>CONTACT NAME</b>		<b>TITLE</b>	
<b>TELEPHONE</b>		<b>EMAIL</b>	
<b>ADDRESS</b>			
<b>SIGNATURE</b>			<b>DATE</b>

## **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 State 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 outlining 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
<b>Experience and Qualifications</b>  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%

<p>professional affiliations.</p> <p>Demonstrate knowledge and experience with federal, state, and local regulatory agencies, local municipalities and transportation agencies within the DFW Metroplex.</p> <p>Demonstrate knowledge and understanding of the regional public transportation network within the DFW Metroplex.</p> <p>Demonstrate the knowledge and understanding of the unique nature of transit and transportation planning, specifically as it relates to DCTA and the DFW Metroplex</p>	
<p><b>Project Approach</b></p> <p>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</p> <p>Specifies how process will ensure timely delivery of services within scope and budget</p>	20%
<p><b>Past Performance and References</b></p> <p>Demonstrate past performance in the four key areas of contract: Transit System Planning, Transit Service Planning, Transit Oriented Development, Public Involvement &amp; Stakeholder Relations</p> <p>Demonstrate past performance within last 60 months on contracts with government, non-profit or transit agencies</p> <p>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</p> <p>Demonstrate past performance on contracts with government, non-profit or transit agencies</p>	20%
<p><b>Price</b></p> <p>Comparison of hourly billing rates by category. Ensure a description of the experience/qualification of each category is included</p>	10%
<b>Total</b>	100%
<p><b>Required Forms and Certifications</b></p> <p>All applicable forms and certifications listed in the proposal submittal information sections must be included with the proposal in Appendix 6.</p>	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 Government-financed 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 minor purchases (\$10,000 or less, except for construction contracts over \$2,000)  
Regular Item 3, Exhibit 2

(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 regular item 3 Exhibit 2, 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 contract 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.

Regular Item 3, Exhibit 2

**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, debar, 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 4704.1 other 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-21 and 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.

Regular Item 3, Exhibit 2

**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 these 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

Regular Item 3, Exhibit 7

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 USDOT required 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:**

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**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 et seq., 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](mailto: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:**

Regular Item 3, Exhibit 2

Failure to maintain insurance coverage as required herein shall constitute a material breach and default.

**SOLICITATION OVERVIEW AND ENDORSEMENT**

<b>SOLICITATION No./TYPE</b>	20-02 Request for Proposals			
<b>TITLE</b>	Transit and Transportation Planning Services			
<b>PROCUREMENT SCHEDULE</b>	Dates and times are subject to change, any changes will be issued by addenda.			
<b>PRE BID/PROPOSAL MEETING DATE</b>	November 14, 2019 10:00 am CST	<b>PRE BID/PROPOSAL MEETING LOCATION</b>	1955 Lakeway Drive Suite 260 Lewisville, TX 75057	
<b>QUESTIONS DUE</b>	November 21, 2019 by 5:00 pm CST	<b>RESPONSES TO QUESTIONS RELEASED</b>	November 27, 2019 by 5:00 pm CST	
<b>DUE DATE/TIME</b>	December 10, 2019 at 3:00 pm CST			
<b>QUESTIONS/ CLARIFICATIONS</b>	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.			
<b>ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO</b>	Sarah Martinez <a href="mailto:procurement@dcta.net">procurement@dcta.net</a> or submitted via BidSync at <a href="http://www.bidsync.com">www.bidsync.com</a>			
<b>RECEIPT OF BID/PROPOSAL</b>	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  <b>Bid/Proposal packages received after the due time and date shall not be considered and will be returned unopened.</b> 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.			
<b>ACCEPTANCE PERIOD</b>	<b>BIDS/PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE</b>			
<b>DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM</b>	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 <a href="http://www.dcta.net">www.dcta.net</a>			
<b>DBE GOAL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal 0%			
<b>DAVIS-BACON AND COPELAND ANTI-KICKBACK</b>	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).			
<b>CERTIFIED PAYROLL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate			
<b>BID/PROPOSAL ENDORSEMENT</b>	<b>TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY</b>			
<b>BUSINESS NAME</b>	AECOM Technical Services, Inc.			
<b>CONTACT NAME</b>	Andrew Ittigson	<b>TITLE</b>	Project Manager	
<b>TELEPHONE</b>	510.552.6899	<b>EMAIL</b>	<a href="mailto:andrew.ittigson@aecom.com">andrew.ittigson@aecom.com</a>	
<b>ADDRESS</b>	One Galleria Tower 13355 Noel Road, Suite 400 Dallas, TX 75240			
<b>SIGNATURE</b>			<b>DATE</b>	12/10/2019



AECOM  
One Galleria Tower  
13355 Noel Road, Suite 400  
Dallas TX, 75240  
www.aecom.com

972 788 1000 tel  
972 788 1302 fax

December 10, 2019

Denton County Transportation Authority (DCTA)  
1955 Lakeway Drive, Suite 260  
ATTN: Sarah Martinez  
SOLICITATION #20-02  
Lewisville, Texas 75057

## RE: TRANSIT AND TRANSPORTATION PLANNING SERVICES

Dear Ms. Martinez:

Over the past several years DCTA has greatly expanded its service delivery options throughout Denton County and the surrounding areas. Building on its system of local fixed routes, university routes, express service, paratransit and commuter rail, DCTA now offers innovative mobility solutions such as partnerships with TNCs and microtransit zones in Denton and Lewisville. The agency is looking to the future of mobility and has developed a vendor list to allow the agency the flexibility to deliver these new services. In addition, the agency will look to the future vision as it develops the upcoming Transformation Initiatives project. AECOM is ready and committed to bring our expertise with innovative mobility solutions with transit agencies around the country to be your partner as you advance transit in the region.

The AECOM team has performed numerous transit on-call planning service contracts for transit agencies throughout the country and understands the need for active leadership and excellent communication. AECOM has partnered on similar program management contracts with more than 40 transit systems throughout the United States over the past 20 years. AECOM also has a proven track record in Texas including managing On- Call Contracts for DART, Capital Metro and Houston METRO and we are proud of the repeated retention of AECOM by our clients.

By providing DCTA with local and national professional staff, we present your agency with access to the wide range of expertise necessary to address the continued advancement of DCTA's goals. We have a well-defined strategy for providing DCTA with quality work products and personnel for each task order generated by the agency throughout the term of this contract.

As you read this proposal please consider the following key attributes of the AECOM team:

- ▶ **Local Leadership.** We anticipate working closely with DCTA on a regular basis as part of this contract. Our leadership team is part of the fabric of the local communities. Seven of the 10 members of the leadership team are based in the Dallas/Fort Worth area. We take personal ownership of the quality of life improvements of DCTA's initiatives.
- ▶ **Innovation.** Our team offers transportation professionals from across the country and around the world with expertise in innovative mobility solutions. We offer a broad and deep bench of experts who have experience implementing Mobility as a Service (MaaS), planning for shared mobility, Transportation Network Companies (TNC) partnerships and microtransit options and integrating the new services into the overall transit system.
- ▶ **On-Call Planning Experience.** AECOM has worked as a trusted advisor to transit agencies across the country - providing these agencies with the full range of on-call planning service from service planning, agency coordination, long range planning, funding and transit oriented development (TOD). We have worked side by side with transit agencies to help with start up programs, system redesigns and planning for all modes including bus, rail, paratransit and shared mobility.

### The AECOM Team

Our objective for this contract is to provide DCTA with responsive individuals who are readily available to complete each task order on schedule and within the budget. In addition to our local and national professionals, our project team includes subconsultants located in the Dallas/Fort Worth area and who complement AECOM experts, offering

# 1 QUALIFICATIONS AND EXPERIENCE

Perhaps no other transit agency in the state, let alone nation, is situated in a region growing as quickly as Denton County. DCTA has become, and will continue to be, essential to the area's sustainable growth, continued economic success and overall quality of life. Innovative and forward-thinking planning and engineering solutions have never been more vital. Moving forward, it will be essential to continue to engage the right industry partners to carry out the next generation of DCTA projects. This calls for a consulting team that understands your system and has the resources to not just plan these projects but help you deliver them.

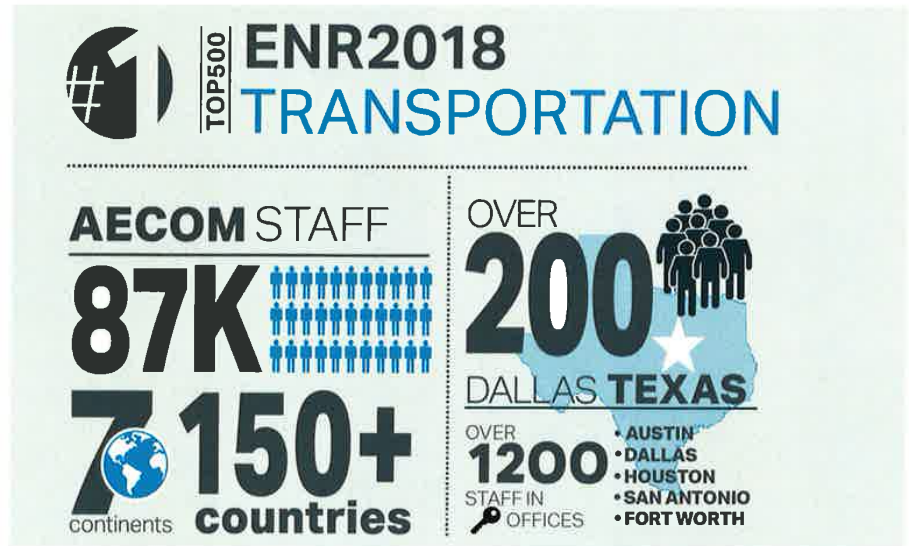
**The AECOM Team is built to deliver for you.**

## ABOUT AECOM

AECOM is a leader in integrated planning, design, and engineering solutions for a sustainable future. Our purpose – to positively impact lives, transform communities and make the world a better place – unites professionals working collaboratively across a broad range of disciplines.

AECOM is ranked as the #1 transportation firm by revenue in Engineering News-Record (ENR) magazine's annual industry rankings and has been recognized by Fortune magazine as a World's Most Admired Company.

The AECOM team is led by a number of key personnel hand-picked for various roles and responsibilities as



illustrated on the organization chart in collaboration with our sub-consultants.

Key AECOM transit and transportation planners are located in the Dallas office and bring their knowledge of transit in the region, including our Project Manager, Andrew Ittigson, Principal in Charge, Wendy Lopez and Deputy Project Manager, Josh Shane. National experts, who bring a wealth of industry experience on planning service task orders, will support the local team.

Our team is committed to local expertise as **70% of our task leads and management staff are based in Dallas**. DCTA will have access to national experts in any given areas needed. Pending the scope and task orders, the AECOM team will quickly identify the appropriate resources required to provide value-added service to DCTA's projects. We will

activate the right resources, at the right time, to efficiently complete the tasks at hand.

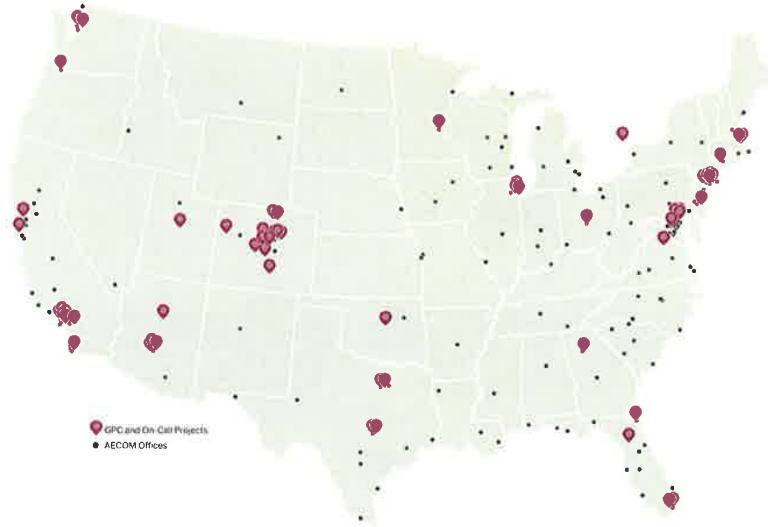
## SMALL, MINORITY-OWNED, DBE, AND WOMAN-OWNED BUSINESS

The following is a list of the Disadvantaged, Minority-Owned, and Woman-Owned firms on the team

- ▶ **Connectics Transportation Group.** DBE and WBE
- ▶ **Public Information Associates.** DBE

*"The AECOM team worked hand-in-hand with Hampton Roads Transit HRT and FTA staff to document the actual outcomes of the Tide project. The team's attention to detail in documenting the actual outcome of the project was impeccable. I wholeheartedly recommend the AECOM team including Andrew Ittigson and Julia Suprock for transit planning, corridor studies, and alternatives analysis work."*

- Ray Amoruso, Chief Planning and Development Officer, Hampton Roads Transit



## AECOM's Transit On-Call Projects

### TASK DELIVERY METHODOLOGY

Services will be performed as directed by DCTA's Project Manager for each assignment via work/task orders with corresponding scopes of services and estimated fees. The AECOM team has the proven ability to manage on-call, task order, and general consultant assignments. Our proposed team is structured to support DCTA's needs in addressing communitywide coordination needs while supporting the needs of specific assignments.

### TASK ORDER DEFINITION, SCOPING AND STAFFING

When a task order is identified, Andrew will assign the right task order manager and team to meet with DCTA's project manager and staff to establish a shared understanding of the task order's goals, scope, schedule, and budget. The task order leader will work with the assigned team to develop a detailed work scope and deliverables list, schedule and budget, which will be discussed and agreed upon with DCTA, and work will commence promptly. Since personnel rates will have been established upon contract award, we anticipate that negotiations will be limited to a discussion of the scope, schedule, and person-hours required.

### TASK ORDER DELIVERY

Andrew will assure that task orders are properly staffed, the work of subconsultants effectively coordinated, and tasks progress according to schedule and budget. Our PM and Task Leaders will meet regularly to review work status, issues addressed during the previous week, and any new issues, and will discuss the work to be performed in the coming two weeks. During these meetings, task leaders will report on their respective efforts, and the team will review detailed project controls metrics. Additional issue-specific meetings will be held as necessary. The flow chart on this page outlines our task order delivery plan.

### QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

AECOM commits to delivering high quality work as our top priority. AECOM will follow strict QA/QC processes for every deliverable that will be managed by Paulette Vander Kamp as the AECOM Quality Manager and overseen by Andrew as the Project Manager. A QA/QC plan will be developed and submitted to DCTA for approval to clearly document the quality process that will be followed through the life of the project. QA/QC procedures will include deliverables



being reviewed by qualified subject matter experts and comments will be documented and verified before any submittal to DCTA. Deliverable reviews are a critical component of our work and will be specifically noted in all task schedules and scopes.

**TABLE 1:  
AECOM STAFF  
RESOURCES**

Team Member Firms:	Firm Affiliation	MaaS, TNC Integration	Alternative Modes	Transit Corridor and Route Analysis	Long Range Plan	Cost and Revenue Models for new Transit	Identify Potential Grant Opportunities	Travel Demand Model	Define Transit Performance Measures	Financial Planning	Ridership Projections	Agency Coordination	Update Service Standards and Performance Metrics	Asset Management	Title VI Plan and Analysis	Bus Stop Inventory	Manage TOD Development	Identify TOD opportunities	Land Acquisition for TOD development	Public Involvement Strategy Development	Market Research/Surveys/Focus Groups
Andrew Ittigson	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Josh Shane	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Paulette Vander Kamp	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Veronica Siranosian	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Gavid Poindexter	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Jill Cahoon	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Jason Aprill	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Steven Duong	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Judy Meyer	P	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Nick VanderKwaak	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
David DeRosa	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Andrew Bui	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Dick Wolsfeld	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Lincoln James	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Robert Peskin	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Kristen Lueken	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Erin Antillon	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Susan Rosales	C	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Patrick Coleman	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Jim Meyer	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Julia Suprock	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Scott Baker	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Tim Crobons	C	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Kurt Neufang	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Matt Ables	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Dan Nelson	C	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Glen Waters	C	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Deron Lozano	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Tatum Lau	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Tom Hester	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Ronald Reekes	W	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Garrett Harper	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Staron Faucher	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Derek Chisholm	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Leigh Hornsby	P	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Andrew Jones	A	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Aaron Hekele	E	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	



## ANDREW ITTIGSON

### Project Manager

#### QUICK FACTS

##### Education and Training

- ▶ MS, Community and Regional Planning and Transportation
- ▶ BA, History

##### Years Experience

With AECOM: 10  
With other Firms: 7

Based in Dallas, Andrew is a highly experienced planner who specializes in service and operations planning for bus and rail. He has managed comprehensive operations analyses, transit development plans, BRT and rail studies throughout the United States. He has more than 17 years of experience working on all facets of transit planning including service evaluation, route network design, implementation and public outreach.

## PROJECT EXPERIENCE

**Capital Metro, Project Connect, Austin, TX.** Development and evaluation of alternatives for high-capacity transit solutions in the central core of Austin and throughout the region. Development of phased evaluation process and criteria for over 30 alternative corridor alignments including all high capacity modes such as BRT, LRT, streetcar, and commuter service. The Phase 1 evaluation includes an assessment of conceptual cost estimates, frequency of service, guideway, demographics, land use, reliability and community input. This effort includes an assessment of existing transit services, identification of transportation issues and opportunities, peer analysis, development of Purpose and Need Statement, and development of the evaluation process.

**DART, General Planning Consultant, Dallas, TX.** Initiated in early 2010, the contract was for

three years with two additional option years and is valued at \$22M. Responsible for conducting all of DART's capital and rail planning program including environmental clearance, preliminary engineering, system planning and optimization and assorted other planning related activities. Andrew managed tasks related to bus stop improvements, downtown light rail service alignments, and light rail station improvements.

**Bus Planning Support (Microtransit and Express Bus), Dallas Area Rapid Transit (DART), Dallas, TX.** Provide support for the Service Planning Department on projects ranging from regional community outreach to planning for mobility on demand zones and microtransit. Andrew is working on a commuter bus plan that will identify current gaps in the express bus and rail route network for workforce-based trips. A key focus is to incorporate new services within the current managed lane network.

**Topeka Metro, Transit Planning On-Call Planning Services, Topeka, KS.** As deputy project manager, Andrew led the service and operations planning efforts for a four-year on-call services contract. The project introduced a cost-neutral system with more direct routing with fewer route deviations and loops in neighborhoods. The focus of the plan was to increase ridership and productivity and for Metro to begin the process of defining and tracking service goals, objectives and service standards. The recommended service plan was implemented in August 2015.

**DART, Comprehensive Operations Analysis, Dallas, TX.** Deputy project manager for comprehensive system evaluation that provided a detailed analysis of

the existing operations and provide recommendations for a 10-year service and operations plan. The focus of the COA was to optimize the bus system, find better efficiencies of service between the bus and rail, minimize the use of transfers in the system and to focus on serving new markets in the region. Served as DPM and transit planner for the study and worked with the core team on service planning in the north sector of the service area.

**Bryan College Station MPO Transit Operations Plan, Bryan College Station, TX.** Developed a 5-year transit service and operations plan that focused on improved coordination between the Brazos Transit District local bus service and TAMU college campus bus service. The final plan recommended improved timed-transfers at the two transfer centers and Rapid service on the Texas Avenue corridor. The plan also recommended the implementation of transition from a flagstop system to designated stops.

**Suburban Mobility Authority for Regional Transportation (SMART) Comprehensive Operations Analysis (COA), Detroit, MI.** Currently managing the first COA for the three county regional transit agency in Detroit. The focus of the plan is implementing more direct routing, improved frequencies and system optimization with the introduction of new service delivery options including a microtransit pilot in two zones.



## PAULETTE VANDER KAMP

### QA/QC

#### QUICK FACTS

#### Education and Training

▶ BS, Civil Engineering

#### Years Experience

With AECOM: 23

With other Firms: 3

Paulette has more than 26 years of experience in transportation planning and design. She has managed successful preliminary and final urban surface transportation projects for the North Indiana Commuter Transportation District, Fort Worth Transportation Authority, Dallas Area Rapid Transit (DART), DFW International Airport, Oklahoma Council of Governments, Denton County Transportation Authority, Capital Metro and both the Texas and Georgia Department of Transportation. Her experience includes light and commuter rail transit, arterial streets, toll road, freeway/highway, bridge structure and intersection improvement projects. In the last 15 years, Paulette's primary role as a project manager, deputy project manager or task lead has focused on various transit projects including corridor studies, alternative analysis, environmental studies/NEPA, preliminary engineering and final design.

### PROJECT EXPERIENCE

#### **DART, General Planning**

**Consultant, Dallas, TX.** As senior project/task manager, Paulette assisted with the program management services for General Planning Consultant contract. Initiated in early 2010, the contract extended for three years with two additional option years and is valued at \$22.5 million. AECOM was responsible for conducting all of DART's capital and rail planning program including environmental clearance, preliminary engineering, system planning and optimization

and assorted other planning related activities. Managed the Red and Blue Line Platform Extension Project which included 28 light rail platforms. The project studied the opportunity to provide the infrastructure for additional capacity of the DART LRT system as an interim measure to increase core capacity before a second downtown alignment could be implemented. An additional study focused on the BRT option as a lower-cost alternative to regional rail in the corridor.

#### **Texas Central Railway, Dallas to Houston High Speed Rail (HSR) EIS, Dallas, TX.**

Task Lead. Texas Central Railway (TCR) has proposed to construct and operate high-speed passenger rail service between Dallas and Houston. As part of the project development process an EIS is required by the FRA to approve the technology and ensure the safety of the proposed HSR system. In addition, the EIS will document potential impacts to environmental resources within the 240-mile corridor. Responsible for the day-to-day coordination with project team environmental and physical resource leads, FRA, other federal agencies and TCR sub-consultants. Leads the effort to review and validate information provided by TCR and also to coordinate the independent data research and field work by the project team to document all pertinent project information in order to prepare a Draft and Final EIS. The project also includes a robust public, stakeholder and agency involvement component consistent with NEPA regulations.

#### **Fort Worth Transportation Authority, TEX Rail EIS/ Preliminary Engineering, Tarrant County, TX.**

Project manager responsible for leading the EIS and preliminary engineering phase for a new 38-mile commuter rail corridor. The commuter service will

operate in existing freight corridors requiring extensive coordination with the FRA, UPRR, Fort Worth & Western Railroad (FW&W), Burlington Northern Santa Fe (BNSF) and Trinity Railway Express (TRE). The project team completed extensive coordination to resolve technical issues related to the usage of the freight railroad's tracks and right-of-way in order to negotiate successful railroad agreements. This contract included extensive coordination with stakeholders and 30% design plans in coordination with the development of the Final Environmental Impact Statement. The project included eight TOD station studies and two submittals under the Section 5309 New Starts Grant Program receiving an overall Medium-High rating from FTA.

#### **North Indiana Commuter Transportation District (NICTD), West Lake Environmental Impact Study/Conceptual Engineering, Chesterton, IN.**

As project manager, led the EIS and Conceptual Engineering phase of the West Lake commuter rail project for the NICTD. The project includes a 9-mile extension of the existing South Shore Line for service from Dyer, Indiana to Metra's Millennium Station in downtown Chicago. Responsible for the development and advancement of this project through the conceptual engineering and NEPA phases for NICTD. The project involves the preparation of concept plans, capital and operation costs and the preparation of an EIS for the FTA. Worked closely with NICTD and FTA to lay out the project implementation strategy to meet the NEPA, funding and timeline requirements for entry into Project Development under the Section 5309 New Starts funding program.



## VERONICA SIRANOSIAN, AICP, LEED GA

### Innovative Service Delivery/ Mobility as a Service

#### QUICK FACTS

##### Education and Training

- ▶ MS, Urban Planning
- ▶ BA, International Development and Political Science

##### Certifications

- ▶ 2008, American Institute of Certified Planners, 203870
- ▶ 2010, LEED® Green Associate, 10580965

##### Years Experience

With AECOM: 8  
With other Firms: 5

Veronica is a Vice President in the AECOM Ventures group, which focuses on advancing innovation in infrastructure planning, design and delivery. With a background in public and private sector transportation and land use planning, she works with agencies to understand, proactively plan for, and realize the future of mobility, including micro-mobility, connected/automated vehicle technologies, shared mobility, vehicle electrification, and the application of these technologies to existing and future high-capacity transit networks.

## PROJECT EXPERIENCE

### CDOT, Smart Mobility Plan, CO.

Drafting a Smart Mobility Plan that will serve as the framework for regional long-range transportation plans and ITS architecture in Colorado. Conducting stakeholder educational workshops and interviews to gauge existing needs and create the vision for Smart Mobility in Colorado. Creating an interactive web-based Smart Mobility toolkit that will inform regional planning efforts, including Smart Mobility strategies, case studies, lessons-learned, level of readiness, and funding sources.

### Autonomous Vehicles Vision Plan, Miami Dade County, FL.

Developing a Connected and Autonomous Vehicles Vision Plan that will serve as a blueprint for Miami Dade County to harness these new technologies to further mobility goals and inform development of the Strategic Miami Area Rapid Transit (SMART) Plan. The Plan is addressing CAV impacts to the transportation network and future of public transit, anticipated timing, alternative scenarios, policy and pilot planning, and incentives/ regulations.

### Emerging Mobility Solutions Plan, TN.

As transportation technical lead, developed a plan to address connected and autonomous vehicles and other emerging transportation technologies for Tennessee Department of Transportation. Conducted data collection on the state of emerging mobility solutions and stakeholder interviews, analysis of trends for incorporating emerging transportation technologies into transit services, and evaluating policy implications for Tennessee. Identified and designed pilot projects to implement and test connected and autonomous vehicle solutions.

### Autonomous Bus Pilot, MN.

As senior the transportation planner, researched vehicle and infrastructure requirements for an autonomous vehicle bus that can safely operate in cold weather climate conditions. Evaluated autonomous bus technologies and regulations, defined the state of the industry, and reviewed national and international case studies and lessons-learned. Defined pilot project requirements and goals and identified and evaluated locations to implement Minnesota's first AV pilot.

### City of Charlotte, Electric Vehicle Policy, Charlotte, NC.

Technical Task Lead. Drafting a citywide policy for conversion of the municipal fleet to electric vehicles to achieve citywide goal of a zero-emission fleet by 2030, including policy objectives, scope, fleet conversion timeline, charging infrastructure requirements, incentives, and waivers and exemptions. Providing guidance on electric vehicle charging infrastructure needs for municipal parking lots based on useful life of structures and fleet conversion projections.

### Autonomous Streetcar Feasibility Study, Oklahoma City, OK.

Transportation Technology Lead. Conducted feasibility study to apply autonomous technologies to Oklahoma City Streetcar. Evaluated state of technology as it applies to fixed-guideway transit, including telematics, streetcar applications, system management and ITS, data standards, infrastructure enhancements, and workforce implications. Reviewed regulatory and legislative framework for technology. Created scoping and implementation plan for AV streetcar system.

### Metro, MicroTransit Project, Los Angeles, CA.

Serving as planning lead technical advisor for the study of feasibility of a MicroTransit (on-demand transportation service) pilot project in Los Angeles County, including application of technologies such as connected and automated vehicles. Advising on the development of project evaluation and screening criteria, data sets, and evaluation methodologies to identify potential service zones as a first step towards evaluating the viability of MicroTransit service.



## JILL CAHOON, GISP

### Transit System Planning

#### QUICK FACTS

##### Education and Training

- ▶ MA, Geography
- ▶ BS, Geography and GIS

##### Certifications

- ▶ Geographic Information Systems Professional (GISP)

##### Years Experience

With AECOM: 17  
With other Firms: 2

Jill operates in several capacities including project manager and senior transit planner with experience in a wide variety of geographies and project types with a particular focus on bus operations planning, effective community engagement, and robust technical analyses. She is also a certified Geographic Information Systems (GIS) Professional with extensive experience gained through project work and teaching GIS at the university level. She serves as AECOM's Transit Planning Lead for New England. Jill regularly works with transit planners and engineers across the region and the country identifying best practices and lessons learned, covering a variety of public transit modes, new and emerging technology and service provisions strategies, and seamless connectivity to local, regional and national transportation networks.

## PROJECT EXPERIENCE

### Minnesota Department of Transportation (MnDOT) Five-Year Transit System Plans, Southwest and Northeast MN.

Serving as project manager for the development of rural transit assessments across the southwest and northeast regions of Minnesota. Work includes evaluation of existing transit services, community outreach to prioritize needs and plans, and the development of strategies to work towards meeting the legislative mandate of meeting

90% of transit needs in Greater (Rural) Minnesota by 2025.

### Rochester Genesee Regional Transportation Authority, Regional Operational Service Efficiency Study, Rochester, NY.

As project manager, the study included an operational analysis of demand response and deviated fixed route service in seven rural counties around Rochester, New York. Included in the study were: analysis of existing services, an analysis of regional connections, and a fare analysis for the region. This project also included an extensive public outreach and survey program throughout all seven rural counties.

### Transit Tomorrow, Greater Portland Council of Governments, Long Range Public Transportation Plan for Southern Maine, Region-wide.

Project manager. The AECOM team is supporting the Greater Portland Council of Governments in a new strategic planning process – the development of a long range (30 years) public transit plan. The plan focuses on the intersection of multimodal public transportation planning and land use scenario modeling. The process includes a visioning process that will guide future prioritization of projects and investments in Southern Maine.

### Nantucket Regional Transit Authority Year-Round Service Feasibility Study, MA.

Project manager. The first phase of this study was a feasibility study of extending transit services to operate year-round on this small, rural island off the coast of Massachusetts. The second phase of the study was a fare analysis, a review of available fare technologies, and a review of innovative funding strategies to help in implementing year-round service. Year-round service was implemented by NRTA on April 27, 2018.

### New River Transit Authority, Analysis of Raleigh and Fayette County Bus Routes, Beckley, WV.

Project manager. As part of this study, the AECOM team evaluated bus routes serving the growing Beckley, new home of WVU Tech, which had not been modified in 40 years. The team also evaluated the service provider contract, operational performance, and contract performance. From these analyses, the team developed a complete system redesign and made recommendations on contract changes.

### Mountain Line Transit Authority Route Efficiency and Vehicle Maximization Study, Morgantown, WV.

Senior transit planner. The AECOM team conducted a system-wide analysis of MLTA deviated fixed routes and West Virginia University (WVU) personal rapid transit (PRT) fixed guideway service, with a focus on connectivity between the two transit systems.

### Massachusetts Department of Transportation Office of Transportation Planning, Focus40, the 2040 Investment Plan for the MBTA.

Senior Transit Planner/GIS Analyst. For this study of investment ideas for the future of the transit network in Greater Boston, Jill's primary responsibilities included mapping rapid transit and commuter rail investment ideas and using the Conveyal tool to model future impacts of the investment ideas for transportation-land use evaluation criteria and present potential commute time savings to the public. She also helped to develop one-page investment strategy sheets for each of the rapid transit lines.



## STEVEN DUONG, AICP TOD

### QUICK FACTS

#### Education and Training

- ▶ MS, City and Regional Planning
- ▶ BS, Urban Planning and Policy + Landscape Architecture

#### Certifications

- ▶ Certified Planner - American Institute of Certified Planners (AICP)

#### Years Experience

With AECOM: 5  
With other Firms: 5

Steven is an Associate Vice President and urban designer with AECOM for the firm's Design + Planning and Economics practice in Dallas, Texas. He has led a wide variety of projects, most recently serving as the lead consultant for the City of Dallas 100 Resilient Cities plan and the Texas Hyperloop project. His focus is on urban resilience, sustainability, smart cities, and urban design. Prior to joining AECOM, Steven practiced planning at regional MPOs, municipal government, transit agencies, and architectural firms.

### PROJECT EXPERIENCE

#### Innovation Pointe Campus Master Plan, Stillwater, OK.

Master Planning Lead. Innovation Pointe in Stillwater, Oklahoma is the first integrated smart city campus master plan in the U.S. led by regional rural energy co-operatives. Steven served as the smart cities and master planning lead for the development, working to integrate both horizontal and vertical infrastructure into a unified framework that leverages smart city elements such as distributed IoT sensors, connected and automated vehicles, localized solar and geothermal energy production, and redundant battery powered

eco-grids for a resilient and self sustaining campus.

#### 100 Resilient Cities, Dallas, TX.

Project manager. Helping cities around the world become more resilient to the physical, social, and economic challenges that are a growing part of the 21st century, the Rockefeller Foundation provided a large grant to the City of Dallas to implement a resiliency plan as one of the designated cities in the 100RC program. Steven was the project manager and lead planner for the program and helped facilitate workshops for local stakeholders while preparing the Resilience Assessment and Resilience Strategy for the City to better understand its ability to resist sudden shocks or surges that would cripple the city, including: Chronic energy shortages, flooding, transportation and infrastructure systems failure.

#### Houston SWIFT - Sustainable Region-Wide Integrated Future Technology, Houston, TX.

Planning Lead. Houston currently operates with a spoke and wheel transportation network in the greater Houston area, which puts tremendous pressure on its major highway corridors. The SWIFT project studies how emerging mobility solutions like Connected and Automated Vehicles (CAVs) and Hyperloop technology, along with smart city best practices, will affect sustainable and resilient development, transportation, and land use policies in west Houston. SWIFT outlines a long range strategic planning vision for the region while outlining specific actionable projects and priorities to achieve vision implementation. Steven served as the task lead on best practices, vision and scenario development, urban analytics, and resiliency and risk analysis.

#### Gateway to the City Master Plan, McKinney, TX.

Urban Design Lead. The City of McKinney was moving forward with a future development project that was intended to serve as the "gateway" to the city, a large mixed use corporate campus and convention center. In order to help bring developers and the McKinney Economic Development Corporation onboard, the City put together a development proposal package that included a place making and branding toolkit, proposed zoning changes, economic indicators, and several master plan designs. Mr. Duong was heavily involved on the proposed master plans and place making toolkit, providing several different designs and packages for the City to consider. The master plan graphics included both hand drawn and digitally drawn plans that also incorporated infographic type information such as walkability scores.

#### Capital Metro, Project Connect, Austin, TX.

Project Connect is Capital Metro's vision plan for High-Capacity Transit in Austin, TX. AECOM is the lead consultant in charge of a multiphase alternative analysis study evaluating potential projects providing travel options into, out of and around Central Austin. Steven helped lead several efforts related affordable housing and TOD land development. As part of a multi-year, phased study, station capacity projects have been identified and analyzed through extensive public engagement and technical analysis as priority projects for the MetroRail system.

## DAVID DEROSA

### Microtransit

QUICK FACTS

#### Education and Training

- ▶ MA, Urban Planning
- ▶ BA, Geography

#### Years Experience

With AECOM: 7  
With other Firms: 5

David is a Transportation Planner with 12 years of experience in the public, private, and non-profit sectors focusing on delivery of transportation projects including connected and automated vehicle planning and implementation, micro-mobility solutions, innovative transit technology, hyperloop, high-speed rail, light-rail, and streetcars.

### PROJECT EXPERIENCE

**Los Angeles County Metropolitan Transportation Authority (Metro), Microtransit Pilot Project.** AECOM lead in formalizing the project team,

key team member in developing the proposal, and providing internal team review and QA/QC. The project identifies potential service zones for the implementation of a Microtransit Pilot Program with Metro.

**Chandler Transportation Plan Transit Component.** Emerging Technology Advisor. AECOM developed the Transit Element of the City of Chandler Transportation Master Plan Update. David supported with the integration of emerging technology. This plan incorporated analysis of how people are likely to move in the future and recommendations identifying innovative service modes such as TNCs, micro-mobility solutions, and connected and autonomous vehicles (CAVs).

**Implications of Emerging Mobility Technologies on SANDAG's Future Bus Stopover Facility, San Diego Association of Governments.** Report Lead. Defined emerging mobility technologies, including automated vehicle (AV) technologies, connected vehicle (CV) technologies, shared mobility services (such as Transportation Network Companies (TNCs), electric vehicle (EV) technologies, and Mobility as a Service (MaaS)). Provided and summarized case studies and industry research of how these technologies are being implemented in private and public transportation, and assessed potential impacts of these technologies on the future of bus transit and the need for a stopover facility in western downtown San Diego.

## ANDREW BUI, PE

### Fleet Electrification

QUICK FACTS

#### Education and Training

- ▶ BS, Civil Engineering

#### Licenses

- ▶ PE: CA #78996

#### Years Experience

With AECOM: 15  
With other Firms: 2

Andrew Bui is Vice President AECOM's National Transportation Innovation Leader. A California registered professional engineer by background with over 15 years of transportation and mobility experience, Bui currently leads development of AECOM innovation strategy for new transportation and smart cities technology integration and how it will impact infrastructure planning, design, construction and operations and maintenance. His key technology initiatives include smart cities, connected and automated technologies, electric

vehicle infrastructure/technology, and hyperloop. As a global industry leader on mobility technologies, Andrew supports cities around the nation and globe better plan how emerging technologies can improve the safety, efficiency, and operability of their transportation network.

### PROJECT EXPERIENCE

**RoadX Program, Denver CO, Colorado DOT.** Transportation Technology Lead for 3-year RoadX Champion Team, helping Colorado DOT plan, develop, and implement potential projects for integration of technology and innovation into transportation infrastructure.

**City of Roseville, Roseville Electric Vehicle Study, CA.** Project manager and lead for a City of Roseville study on electric vehicle adoption and strategy to

better promote adoption of electric vehicles, understand impacts to the grid infrastructure, and to develop preliminary strategies to better prepare for long term electric vehicle adoption.

**Smart Powered Lanes Study, Colorado, CDOT.** Project manager for a preliminary study to develop a long term strategy for electrified roadway technology that would allow for in-motion charging of vehicles through inductive charging lanes. They study goals are to analyze potential corridors for technology demand, plan deployment of the technology within CDOT roadways, and to identify a preliminary location for a pilot project to be integrated as a follow on to this study.

## ROBERT PESKIN, PHD

### Financial Planning

#### QUICK FACTS

##### Education and Training

- ▶ PhD, Civil Engineering
- ▶ MS, Civil Engineering
- ▶ BS, Civil Engineering

##### Years Experience

With AECOM: 42  
With other Firms: 0

Robert consults in the areas of transportation financing, planning and management. A member of AECOM's transportation consulting practice throughout his entire career, he serves the transit industry and government agencies at the local, state, and federal level. He pioneered analytical methodologies in the areas of transportation financial planning, analysis of transportation infrastructure capital needs, and O&M cost modeling. His work focuses on the application of quantitative information to

support transportation decision making. He works with public agency staff in integrating financial, capital and operating data from all functional areas including planning, engineering, transportation and maintenance.

#### PROJECT EXPERIENCE

##### Financial Planning for Transit System and Corridor Plans.

Robert supported transit agencies in developing financial plans for system and corridor planning, service planning, and capital program decision making. He examined the financial capacity of transit agencies to continue existing services; renew the infrastructure supporting existing services; and construct, operate, and renewal infrastructure supporting new services.

**Project Connect Central Corridor Comprehensive Transit Analysis, Capital Metropolitan Transportation Authority, Austin, TX.** Developed and applied a financial sketch planning model to support significant expansion of transit services, including high-capacity transit alternatives.

**Red Line/Healthline Corridor Extension Study, Greater Cleveland Regional Transit Authority, Cleveland, OH.** Managed the development of a financial plan addressing overall RTA operating and capital costs and revenues.

## KRISTEN LUEKEN

### Financial Planning

#### QUICK FACTS

##### Education and Training

- ▶ MA, Urban and Regional Planning
- ▶ BS, Physics
- ▶ BA, Science Education

##### Certifications

- ▶ Certified Project Manager

##### Years Experience

With AECOM: 7  
With other Firms: 4

Kristen has over 10 years of experience in transportation planning, including extensive capability in transit operations and financial planning. Her transit work has included fare analyses, cost projections, survey data collection and analysis, schedule development, travel model forecasting, and environmental compliance. She has contributed work to a wide

range of projects from alternatives analysis and feasibility studies to environmental documents and TIGER grant applications.

#### PROJECT EXPERIENCE

##### Capital Metro Transportation Authority (CMTA). General Planning Consultant (GPC), Austin, TX.

Developed the capital plan and financial plan in support of service recommendations. The Pflugerville TDP involved over 20 distinct financial alternatives to help the city determine the costs associated with route alternatives, weekend service, and vehicle purchase or lease options. The City of Georgetown TDP included multiple alternative revenue sources, including a Health Foundation grant, advertising revenue and additional

5307 revenue from a partnering neighborhood outside city limits.

**Vista Transit, Operational Efficiency Study, Sierra Vista, AZ.** AECOM was selected by Vista Transit to perform an Operational Efficiency Study to provide cost-saving recommendations for fixed route service, paratransit eligibility and fare collection. Led a peer assessment providing benchmarks for fares, operating costs, and financial performance metrics.

##### Dallas Area Rapid Transit (DART). Cost-Revenue Model, Dallas, TX.

As part of the General Planning Consultant (GPC) contract with DART, AECOM was asked to update the agency's Cost-Revenue model, which serves as a key tool for evaluating potential system expansion into new communities.

## PATRICK COLEMAN, PE

### Travel Demand Forecasting

#### QUICK FACTS

##### Education and Training

- ▶ MS, Engineering
- ▶ BS, Civil Engineering

##### Licenses

- ▶ PE: TX #115140

##### Years Experience

With AECOM: 27  
With other Firms: 1

Pat has over 27 years of experience providing transportation systems planning services. He has experience in travel forecasting, ridership, and revenue estimation; evaluation of transportation projects; and transportation alternatives development and analysis. He has been responsible for the refinement and application of travel demand model systems to evaluate potential Federally funded transportation projects

at both the regional and corridor level. Some of these projects include implementations of FTA's System Trips on Project Software (STOPS) model to support project justification.

### PROJECT EXPERIENCE

**Capital Metropolitan Transportation Authority, Project Connect, Austin, TX.** Serving as ridership task manager. Provided ridership forecasts and associated forecast impacts due service improvements in various corridors. Implemented FTA's STOPS forecasting model with stop level calibration which fully incorporated University of Texas student trips using the dedicated "UT Shuttle" routes.

**Alamo Area MPO – Travel Demand Model Update, San Antonio, TX.** Serving as AECOM's Project Manager, updated the San Antonio Multimodal Model (SAMM). Tasks included transit model validation, approach for AAMPO/CAMPO model integration, User Guide updates, Sensitivity testing, and model run support for Air Quality Conformity analysis.

**Houston-Galveston Area Council, Development of Activity/Tour-Based Travel Demand Models for the Houston Region, Houston, TX.** Project Manager responsible for testing and specification of highway and transit skims as well as contributing to the overall model validation effort.

## JIM MEYER, AICP

### Long Range Planning

#### QUICK FACTS

##### Education and Training

- ▶ MS, Civil Engineering
- ▶ Master of Urban Planning
- ▶ BS, Architectural Studies

##### Certifications

- ▶ American Institute of Certified Planners, 1997

##### Years Experience

With AECOM: 18  
With other Firms: 5

Jim is a senior transportation planner with responsibilities in long range transportation planning, corridor studies, transit planning, traffic impact studies, and non-motorized planning. He specializes in preparing long range, multimodal transportation plans for metropolitan planning organizations, counties, and communities across the Country. Jim has been involved

in preparing over 30 long range transportation plans (LRTP) and serves as a LRTP project manager, deputy project manager, and multimodal task leader. He has experience in highway capacity analysis, transportation modeling, transit route analysis, and project prioritization and financial planning/fiscal constraint analysis.

### PROJECT EXPERIENCE

**Capital Metro Transportation Authority, Project Connect, Austin, TX.** Technical Lead for development of data-driven two-tier project evaluation and prioritization framework for a wide-ranging set of potential transit system expansion and improvement projects. The rating framework utilized both quantitative project data (capital and

operating costs, user demographics, ridership, etc.) and qualitative assessments of contextual factors (community support, compatibility with plans, etc.).

**Topeka Metro Long Range Transit Plan, Topeka, KS.** Lead planner overseeing the development of Long Range Transit Plan. The plan establishes a 15-year planning horizon to identify a long-term vision for the transit agency. The plan includes goals and performance measures and focus on future opportunities to expand transit service to growing areas. The plan includes high-level financial impacts of potential short-term and long-term improvements.

## TIM CROBONS

### Route Analysis

#### QUICK FACTS

##### Education and Training

- ▶ MBA
- ▶ BA, Business Admin.

##### Years Experience

With CTG: 14  
With other Firms: 19

Tim has over 30 years of transportation planning experience. His experience includes a variety of transit projects around the country with an emphasis on short and long-range transit planning and operational efficiency analysis. Tim has experience with a wide variety of transit-related projects including long-range transit development projects such as FTA Section 5309 New Starts Corridor level projects (AA, DEIS, FEIS, PE), Short-Range and Long-Range transit service plans, Comprehensive

Operations Analyses (COA) / system restructuring and efficiency plans, Transit Development Plans and Systems Planning.

## PROJECT EXPERIENCE

### DART Comprehensive Operations Analysis, Dallas, TX.

CTG completed a Comprehensive Operations Analysis for DART in Dallas, TX. Tim served as Project Manager. Under Tim's leadership, the consultant team developed Cost-Neutral, Moderate Growth and Full-Service plans. Creative spreadsheet-based tools were created to analyze stop level ridership activity, line loads and route on-time performance.

### LYNX Transit Development Plan / Route Optimization Study, Orlando, FL.

Provided transit planning support to the Central

Florida Regional Transportation Authority (d.b.a. LYNX) for its 2018 Transit Development Plan (TDP) Major Update and accompanying Route Optimization Study (ROS). Tim served as the Project Manager for the Route Optimization Study phase of the project.

### NYCDOT Select Bus Service Studies – Bronx – Webster Avenue; Queens - Flushing-Jamaica; and S. Brooklyn SBS, New York, NY.

Tim managed CTG's role on the Bronx Webster Avenue SBS study for New York City DOT as a subcontractor to AECOM. The study considered SBS improvements for the Bx41 bus line. He analyzed terminal operations to identify improved bus circulation and dwell location, developed a corridor operating plan.

## KURT NEUFANG

### Route Analysis

#### QUICK FACTS

##### Education and Training

- ▶ BS, Secondary Education

##### Years Experience

With AECOM: 12  
With other Firms: 22

Kurt is a senior transportation planner with 34 years of experience in the public transportation industry. He has managed a small urban transit system, a rural transit system, a regional ridesharing operation and three university transit systems - at the University of North Carolina, Georgia Tech, and the University of North Texas. He served as a senior planner at the MPO in Atlanta and worked at NCDOT in Raleigh as a Project Management Specialist.

### Salisbury Transit Long Range Public Transportation Master Plan: Salisbury, NC.

Project manager. This project includes the development of a 20-year plan for future Salisbury Transit System mobility service. The tasks include: studying current and future demographics, conducting stakeholder workshops, coordinating an on-board rider and community survey, evaluating existing service conditions, developing service alternatives, preparing a cost allocation model and presenting a final report in March, 2019.

### Morristown Deviated Fixed Route Study, Morristown, TN.

Project manager. This project was under the contract of TDOT to establish a new fixed route service for the

Morristown community. The study included a timeline to initiate new fixed route service in October of 2019. A comprehensive survey and community outreach was part of developing a system, which included route schedules, service standards, a new logo, capital plan, funding model, ADA service, administrative oversight, dispatching and a drivers staffing plan.

### Comprehensive Operations Analysis, Kingsport Area Transit (KATS), Kingsport, TN.

Project manager. Coordinated the operations analysis and short range transit plan for the fixed route and paratransit operations. This included conducting on-board surveys, reviewing local and regional development patterns, service gaps and route realignments.

## PROJECT EXPERIENCE

## GLEN WATERS

### Scheduling/Run Cutting

QUICK FACTS

#### Education and Training

- ▶ Coursework in Business Administration

#### Years Experience

With CTG: 11  
With other Firms: 17

Glen has 28 years of scheduling and service planning experience, including 13 years at public transit agencies. Since joining CTG in 2008, Glen has worked on a wide variety of short and long-range transit service planning projects. His expertise in operations planning and scheduling as well as service evaluation have proven vital to the implementation of his clients' projects. Prior to joining CTG, Glen managed the Service Planning and Scheduling divisions at both Lynx and MARTA where he successfully planned numerous

service initiatives from concept to implementation.

### PROJECT EXPERIENCE

#### Comprehensive Operations

**Analysis, Dallas, TX.** CTG conducted a Comprehensive Operations Analysis for DART with Glen leading the efforts in the southern sector of the service area, including West Dallas and Oak Cliff. The service analysis included an in-depth review of APC ridership data as well as origin-destination data gathered through AirSage – an innovative technology that aggregates travel patterns through cellphone movements.

#### MARTA Service Planning & Scheduling Support, Atlanta, GA.

Following the retirement of MARTA's Manager of Service Planning &

Scheduling, Glen was brought on-site to provide day-to-day technical assistance to support the acting manager. Additional support was critical at the time due to the recent addition of Clayton County to the service area as well as an upcoming sales tax referendum for the City of Atlanta.

#### System Reimagining Scheduling and Implementation, Houston, TX.

Glen assisted METRO staff with the System Reimagining scheduling to ensure a successful implementation and continues to provide scheduling support services for subsequent mark-ups.

## DERON LOZANO

### Agency Coordination

QUICK FACTS

#### Education and Training

- ▶ BA, Environmental Planning
- ▶ BA, Sociology

#### Years Experience

With AECOM: 11  
With other Firms: 11

Deron has over 20 years of transportation and environmental planning experience, specializing in QA/QC, project management, transit service planning, federal and local funding requirements, site-specific environmental impact assessment and preparation of documentation in compliance with NEPA. He rejoined AECOM after spending three years with Valley Metro, the regional transit provider in the Greater Phoenix Metropolitan Area. He was promoted to System and Service Planning Manager, where he

oversaw staff that planned various service efficiencies at the localized and regional level. In this role, he built strong partnerships with Valley Metro member agencies and other stakeholders.

### PROJECT EXPERIENCE

**Valley Metro, Phoenix, AZ.** While employed by Valley Metro, Deron was responsible for managing, directing and administering system and service planning functions (e.g., transit enhancements, local transit system studies, funding requirements, route expansion, multimodal interface, fleet planning, etc.).

**Regional Paratransit Plan Update, Phoenix, AZ.** As project manager, successfully managed the Regional

Paratransit Plan Update for Valley Metro. AECOM, in partnership with TranSystems, reviewed inconsistencies and redundancies amongst local and regional paratransit service providers to determine and implement consistent policy recommendations.

#### City of Avondale, Transit Circulator Study, Maricopa County, AZ.

As project manager, managed a feasibility study to develop recommendations for local transit service in Avondale. Funded through MAG, this study identified future options for circulator routes to connect activity centers, transit facilities, public facilities and residential neighborhoods.

## RONALD REEKES

### Agency/Title VI Compliance

#### QUICK FACTS

##### Education and Training

- ▶ BS, Management Science

##### Years Experience

- With Wendel: 12
- With other Firms: 22

As a seasoned project manager with 30 years of engineering experience in the public arena, Ron brings a unique perspective to Wendel's project management team. With

a primary focus in city engineering, his experience includes project development from planning and design through construction for projects of various disciplines. In his work, he pairs the wisdom gained from these accomplishments with the intimate knowledge of public transit agencies and Federal Transit Administration (FTA) policies that

he has accrued in his previous positions as director of a public transit agency and general manager of a metropolitan transit system. Ron's extensive history and proven track record position him to provide a comprehensive approach to total project management for transit projects.

### PROJECT EXPERIENCE

- ▶ Greater Lynchburg Transit Company Operations & Maintenance Facility
- ▶ Greater Lynchburg Transit Company-Kemper Street Modal
- ▶ Greater Richmond Transit Company, BRT Station Design
- ▶ Birmingham Jefferson County Transit Authority, BRT Station Design

- ▶ Augusta Public Transit, Operations & Maintenance Facility
- ▶ Hillsborough Area Regional Transit Authority, Design Build of Heavy Maintenance Facility
- ▶ CMCOG, Modal Site Selection Study

## GARRETT HARPER

### Economics

#### QUICK FACTS

##### Education and Training

- ▶ BA, Economics

##### Years Experience

- With AECOM: 2
- With other Firms: 10

Garrett has 12 years' experience creating actionable plans for integrated real estate and infrastructure development. He focuses on assessing development strategy, risk allocation, economic potential and financial structure, often at the intersection of major infrastructure works and real estate development.

### PROJECT EXPERIENCE

**ONE Central TOD Opportunity Assessment, Chicago, IL.** Real Estate & Financial Lead.

ONE Central is an integrated transit-oriented development project in the South Loop. The study focused on an existing Metra Electric railyard adjacent to Soldier Field, the Museum Campus, and McCormick Place with analysis on trends related to central area land absorption, increasing transit use, constraints on the existing Museum Campus, and growth in downtown tourism. The study estimated long term economic and fiscal benefits of the project across four pillars of impact: Community, Transit, Civic, and the Project.

#### **St Paul Riverfront Redevelopment (Riversedge), St Paul, MN.**

Development & Financial Lead. AECOM has been awarded exclusive negotiating rights by Ramsey County for a 5 acre redevelopment site in downtown St Paul. AECOM

is currently going through a due diligence process with Garrett responsible for overall development strategy and financial analysis. The project is proposed as mixed use with roughly 2 million square feet of development, a large new public realm, and integration into existing and future transportation modes.

#### **Confidential Loop Redevelopment Project, Chicago, IL.**

Project Manager and Financial Lead. AECOM has been engaged on a redevelopment project in Chicago's Loop with direct transit connections. AECOM is helping the building owner evaluate potential redevelopment of their lower floors to add additional retail and amenity spaces better integrated with the CTA station as well as possible new vertical construction

## NICK VANDERKWAAK, AICP

### Alternative Modes/Access

#### QUICK FACTS

##### Education and Training

- ▶ MURP, Urban and Regional Planning
- ▶ BA Computer Science

##### Certifications

- ▶ AICP

##### Years Experience

With AECOM: 6  
With other Firms: 6

Nick has managed and been involved in multimodal transportation planning projects for 10+ years and has specific expertise in using data to communicate and make decisions. His technology background and understanding of relational data helps him provide meaningful client recommendations. Nick has worked on leading-edge projects throughout the US, including bicycle and pedestrian,

travel demand, neighborhood/master planning, complete streets, BRT, and rail.

#### PROJECT EXPERIENCE

**Bicycle/Pedestrian Crossing Prioritization, City of Ft. Collins, CO.** Project Manager worked with the City of Fort Collins to identify and prioritize candidate bicycle and pedestrian grade separations throughout the City.

**Denver Bicycle Wayfinding Signage, City and County of Denver (CCD), CO.** Worked as Project Manager with the City and County of Denver on multiple task orders to design destination based bicycle wayfinding signage along bicycle routes. Duties included developing a procedural guidance document for bicycle wayfinding,

field verifications for signage installations, and development of final signage installation plans.

**RiNo Railroad Crossing Analysis, Denver, CO.** Project Manager for this Denver analysis of interim bicycle connections across two railroads and a road in an area with limited connectivity.

**Telluride Mountain Village Town Hall Subarea Plan, Mountain Village, CO.** Transportation lead for small area master plan to plan for the resort oriented community at the Town hub and gondola location.

**Elyria Swansea at York, East/West Connection Study, CCD, Denver, CO.** AECOM developed preliminary plans for a new pedestrian/bicycle bridge over the UPRR near 47th and York in Denver.

## LEIGH HORNSBY, PHD

### Agency Outreach/Web Design

#### QUICK FACTS

##### Education and Training

- ▶ PhD, Public Affairs
- ▶ MCM, City Management and Public Administration
- ▶ BS, Mass Communications

##### Years Experience

With PIA: 7  
With other Firms: 23

With more than 30 years of experience, Leigh is a strategic communications consultant and principal partner at Public Information Associates (PIA). Having served as a public information officer, trainer, news director, anchor and reporter, as well as a project manager, she provides well-organized, effective communications planning and

implementation for clients.

#### PROJECT EXPERIENCE

##### Current and/or recent projects include:

- ▶ Brand Awareness Stakeholder Outreach & Survey Strategy, Dallas County Community College District, Dallas, Texas (June 2019 – Present)
- ▶ Santa Fe Metropolitan Planning Organization Public Participation Plan and Metropolitan Transportation Plan Outreach, Santa Fe, New Mexico (July 2019 – Present)
- ▶ Regional Healthcare Partnership (RHP 18) Project Management, Collin County, Texas (August 2012-Present)

- ▶ High Speed Transportation Project (Northern Sector Stakeholder Involvement Management), Fort Worth to Laredo, North Central Texas Council of Governments (April 2019 – Present)

- ▶ FM 1387 Widening Project Public Involvement, Ellis County, Texas (2018-2019)

- ▶ Stakeholder Outreach for the North Carolina Department of Transportation Corridor Planning, Raleigh, North Carolina. (2018, 2019-Present)

- ▶ FM 1173 Feasibility Study Public Involvement, Denton County, Texas (January-June 2018)



January 2, 2019

Ms. Susan Rosales  
Connetics Transportation Group, Inc.  
6000 Peachtree Dunwoody Road  
Embassy Row 600, Suite 225  
Atlanta, GA 30328-6773

Re: Annual Disadvantaged Business Enterprise (DBE) Certification Update  
Annual Update - Approval  
Vendor # 18864

Dear Ms. Rosales:

We have approved your recently submitted Annual Update Affidavit and your Disadvantaged Business Enterprise (DBE) certification remains active.

To ensure that your certification remains valid, please visit the Diversity Management System (DMS) at <https://txdot.txdotcms.com/> to periodically review your account information and complete the Annual Update Affidavit. Failure to maintain accurate records related to ownership, management control, and contact information could result in decertification. If you experience technical difficulties with DMS please click on the "Contact Us and Support" link on the DMS homepage.

Please call us at (512) 416-4700, if you have any questions.

Sincerely,

Michael D. Bryant  
Director  
Civil Rights Division

If you have any questions please email us at [txdot@txdotcms.com](mailto:txdot@txdotcms.com)

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**Connetics Transportation Group**  
**DBE/WBE Certifications**

From: North Central Texas Regional Certification Agency (<mailto:nctrca@nctrcadbce.com>)  
Sent: Friday, January 5, 2018 3:45 PM  
To: Milbrey Heard <[mheard@ctgconsult.com](mailto:mheard@ctgconsult.com)>  
Subject: NCTRCA: MBE/WBE Approval Letter

Susan Rosales  
CONNETICS TRANSPORTATION GROUP, INC.  
570 COLONIAL PARK DR STE 302  
ROSWELL, GA 30075-3770

RE: MBE/WBE Certification Affidavit No. 22584

Dear Rosales:

Congratulations! Your firm has been certified by the North Central Texas Regional Certification Agency ("NCTRCA") as a Minority Business Enterprise ("MBE") or a Woman-Owned Business Enterprise ("WBE") in accordance with NCTRCA MBE/WBE certification eligibility program requirements. Your Certification Identification Number is PFM53219N0120. Your firm is certified as a MBE or WBE in the following areas:

NAICS 237990: CONSTRUCTION MANAGEMENT, MASS TRANSIT NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES NAICS 541614: LOGISTICS MANAGEMENT CONSULTING SERVICES

This certification is valid for two years from the date of this letter or, unless and until it has been removed in accordance with NCTRCA MBE/WBE certification eligibility procedures. In order to remain certified, you must submit annually, on the anniversary of your certification, a "No Change Affidavit".

A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm's circumstances affecting its ownership or control, or any material change in the information provided in its application for MBE/WBE certification, including the support documentation. Any changes to contact information, ownership, and/or expansion of services must be communicated to the NCTRCA within thirty (30) days of the change. Failure to provide these changes could result in your firm being removed from the certified vendor database. The NCTRCA reserves the right to re-evaluate a firm's certification status at anytime that it determines such re-evaluation is warranted.

Thank you for your participation in the NCTRCA MBE/WBE Certification Program. Please contact me at 817-640-0606 if you have any questions or if I can be of assistance to you.

Sincerely,

Elicia Mitchell, MPA  
Agency Director

If you have any questions please email us at [nctrca@nctrcadbce.com](mailto:nctrca@nctrcadbce.com).

NCTRCA  
North Central Texas Regional Certification Agency  
624 Six Flags Drive, Suite 100  
Arlington, TX 76011  
(817) 640-0606 (Office)  
(817) 640-6315 (Fax)



November 6, 2018

Judy Meyer  
Public Information Associates  
P.O. Box 570  
Allen, TX 75013

RE: DBE Certification Affidavit No. 15002

Dear Meyer:

Congratulations! Your firm has been certified by the North Central Texas Regional Certification Agency ("NCTRCA") and with the State of Texas Unified Certification Program ("TUCP") as a Disadvantaged Business Enterprise (DBE). Your Certification Identification Number is WFD56260N1119. In accordance with U.S. Department of Transportation ("USDOT") DBE certification eligibility requirements promulgated at 49 C.F.R. Part 26 ("the Regulations") your firm is certified as a DBE in the following areas listed on page 2.

This certification shall remain valid, unless and until it has been removed in accordance with procedures set forth in 49 C.F.R. §26.87. In order to remain certified, you must submit annually, on the anniversary of your DBE certification, a "No Change Affidavit".

A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm's circumstances affecting its size, disadvantaged status, ownership or the control requirements of the regulation, or any material change in the information provided in its application for DBE certification, including the support documentation. Any changes to contact information, ownership, and/or expansion of services must be communicated to the NCTRCA within thirty (30) days of the change. Failure to provide these changes could result in your firm being removed from the certified vendor database. The NCTRCA and/or the TUCP reserve the right to re-evaluate a firm's certification status at anytime that they determine such re-evaluation is warranted.

Thank you for your participation in the NCTRCA DBE Certification Program. Please contact me at 817-640-0606 if you have any questions or if I can be of assistance to you.

Sincerely,

*Elicia Mitchell*  
Elicia Mitchell, MPA  
Executive Director



**Public Information Associates**  
**DBE Certification**

## 2 PROJECT APPROACH

### PROJECT UNDERSTANDING

Transit operators nationwide are rapidly developing plans and strategies to improve their services to existing markets while also expanding service and modal options to new growing markets in an effort to reverse declining ridership and improve overall service. Due to its location in one of the fastest growing regions in the country, DCTA has been at the forefront of implementing new mobility solutions in Denton

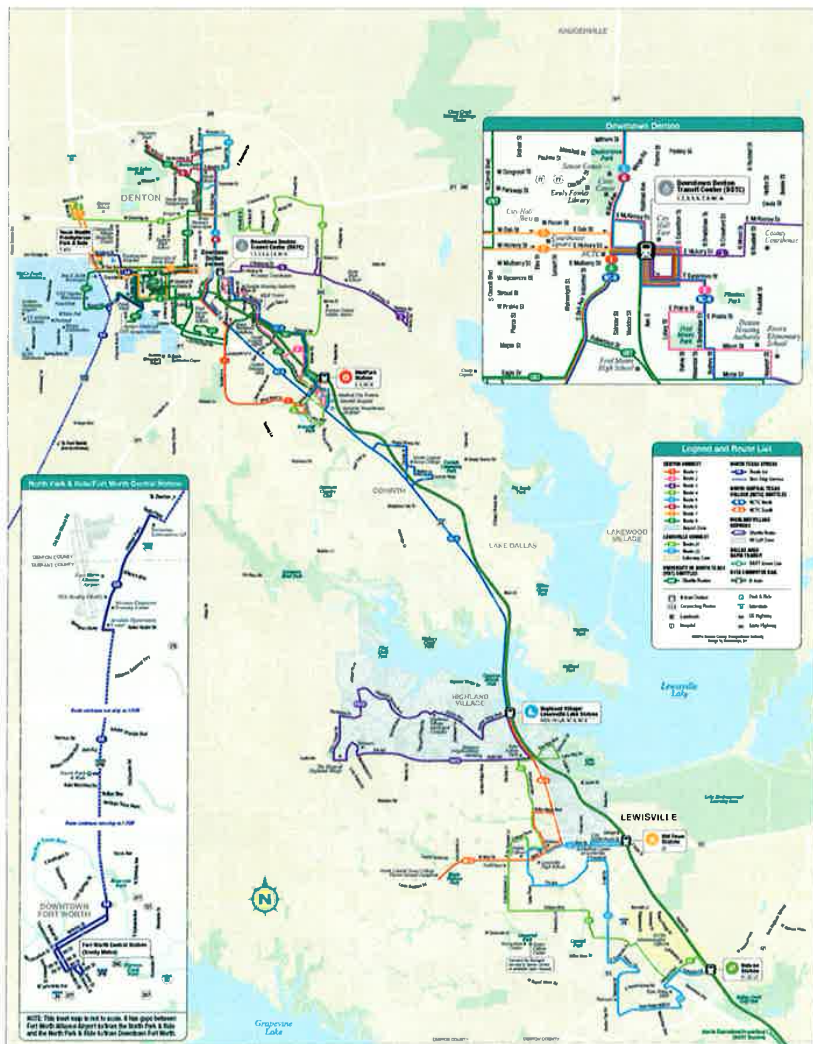
County and the surrounding area to keep up with the changes. A key challenge for transit providers in high growth areas is to find solutions to providing cost effective service to some of the newer low density developments. Denton County has been transformed over the past 10 years notably, with farmland developing into single family residential developments and low density shopping centers. This type of development is difficult to efficiently serve with transit. DCTA has been an early innovator in finding a solution. In an effort to find mobility options that are right sized

for individual markets, DCTA has developed a MaaS and microtransit vendor roster, implemented microtransit pilots in Lewisville and Denton, initiated partnerships with Lyft for service to UNT, Coppell, Highland Village and Flower Mound to Lewisville and manages a taxi program for service in Collin County. These services complement DCTA's existing network of service delivery including high ridership service to UNT and the surrounding colleges including TWU and NCTC as well as coverage to the three member cities of Denton, Lewisville and Highland Village. The agency's service also includes, local fixed route, vanpool, paratransit, express service to Fort Worth, and the A Train commuter rail with connections to DART's Green Line.

The Transit and Transportation Planning contract will help to support and define the future initiatives for DCTA. Key issues that will be addressed as part of this contract and within the update to the Long Range Service Plan include but not limited to:

- ▶ Improving ridership and productivity
- ▶ Maintaining cost effective and efficient service
- ▶ Implementing innovative service delivery including MaaS and microtransit pilot projects
- ▶ Improving reliability and on-time performance
- ▶ Identifying TOD and joint development opportunities at existing A Train stations as well on proposed rail corridors
- ▶ Identifying potential service opportunities outside the current service area.

As DCTA continues to evolve to expand to new technology and rider preferences, it will be important to consider how and



on demand, partnerships with taxis, microtransit MaaS and TNC partnerships. For example, recently AECOM worked with DART on the implementation of the Inland Port GoLink service. We worked directly with stakeholders and businesses to promote the service and better define the market for the microtransit zone. The AECOM team worked with DART staff to engage Amazon to partner on the implementation of the route.

AECOM is an industry leader in innovative transportation solutions. Emerging technologies, including electric, autonomous, connected vehicles, high speed rail and hyperloop will all have a significant impact on existing transportation systems and AECOM has worked with departments of transportation, transit agencies, and private partners to identify risks and opportunities, and develop strategies to successfully deploy these technologies. We are currently leading the Automated Bus Consortium to work with transit agencies to plan, design and procure automated 40-foot transit buses.

#### Tasks:

- ▶ Innovative Service Delivery Plan/Coordination Plan (six month schedule)
- ▶ Veronica Siranosian, David

DeRosa, Andrew Ittigson, Matt Ables

- ▶ MaaS Deployment Strategy Development – (three month schedule)
  - ▶ David DeRosa, Veronica Siranosian
- ▶ Mobility Hub Plan – (six month schedule)
  - ▶ Julia Suprock, Tim Crobons, Jill Cahoon

#### Transit System Planning System and Service Planning

A key component at the early stages of the contract will be to work with DCTA to update the Long Range Service Plan. We will work closely with DCTA staff and provide ongoing engagement throughout the task with key stakeholders, DCTA executive staff, and board members to ensure that they are part of the process at every stage of the plan. This process may include smaller short term tasks to better integrate pilot projects with TNCs and microtransit or it may be part of the larger Long-Range Service Plan. This task will include an assessment of the existing services, transit needs analysis, a market analysis, service planning, and financial planning. Understanding the importance of this system and service planning task for the agency we have assembled a team

of highly experienced and innovative technicians and planners to lead the service planning, route analysis and scheduling tasks. National transit experts from AECOM and CTG, including Jill Cahoon and Tim Crobons respectively, will lead the service planning efforts and all scheduling work. The AECOM team includes 10 Dallas-based transit planners who have worked with local agencies on transit plans including TexRail with Trinity Metro, DART Long Range System Plan, and the High Capacity Corridor Study with NCTCOG. Together we provide a comprehensive service planning team that will cover all elements of the tasks including service and operations planning, operations and maintenance costing, paratransit planning, scheduling and runcutting, bus, BRT and rail planning, and innovation in service delivery. The team will also provide ongoing support for DCTA during the Transformation Initiative project.

#### Tasks:

- ▶ Long Range Service Plan Update (12 month schedule)
  - ▶ Tim Crobons, Andrew Ittigson, Dan Nelson, Kurt Neufang
- ▶ Transformation Initiative Support (12 month schedule)
  - ▶ Tim Crobons, Andrew Ittigson

#### Financial Planning and Funding

A critical component of the Long-Range Service Plan will be the financial planning and funding component. Our core financial planning team of Gavin Poindexter, Bob Peskin and Kristen Lueken have worked together on comprehensive financial plans including funding strategies, O&M and capital plans for transit planning efforts in Austin, Topeka, Minneapolis, and Miami. They understand the unique nature of the financial side of transit and have done studies related to innovative funding strategies for transit plans and service expansion, cost and revenue models, fare policy analysis, and local, state and national agency funding strategies. AECOM has been involved in 80% of existing FTA grant agreements and 70% of



Topeka Metro Route Re-design System Map

We will work with DCTA staff to develop an ongoing monitoring process that can be used after implementation to ensure that the services meet the standards and to allow for updates and changes to the standards over time as the system matures.

#### Tasks:

- ▶ Performance Measures and Service Standards Update and Monitoring/Tracking Plan (six month schedule)
- ▶ Andrew Ittigson, Susan Rosales

#### Agency Compliance and Title VI

This project requires a team with an understanding of agency requirements, supplemented by a comprehensive knowledge of local conditions and on-call services experience. We have personnel in the management teams based in our Dallas office with extensive experience and strong relationships local, state and national agencies. Our team members have a long history coordinating with local and state agencies which would be involved during the span of the on call service contract. Our management team brings extensive experience working with the FTA, TxDOT, NCTCOG, and other local agencies. The members include Paulette Vander Kamp and Gavin Poindexter for FTA coordination, Wendy Lopez for TxDOT coordination and Steven Duong and Josh Shane for NCTCOG coordination.

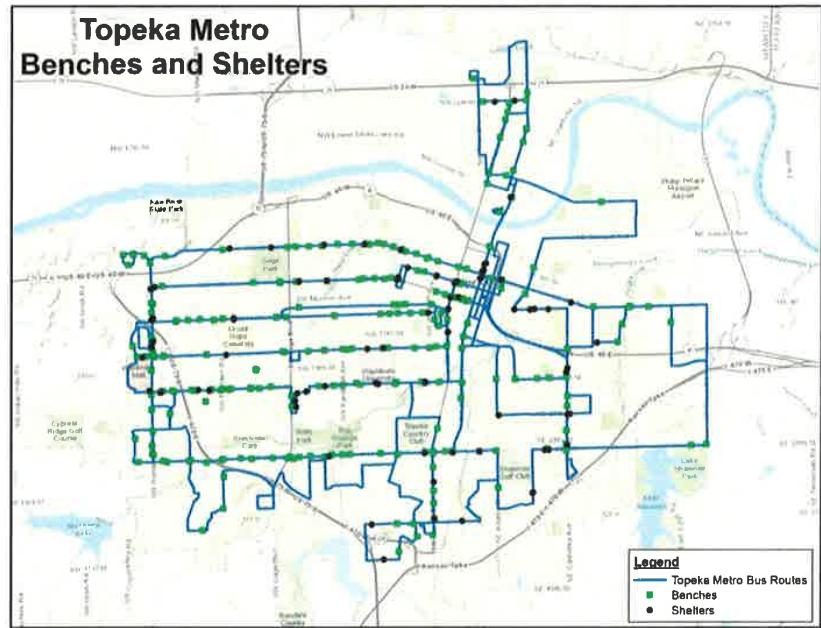
The AECOM Team will evaluate all of our recommendations to

ensure they are in compliance with the Americans with Disabilities Act concerning paratransit and accessibility requirements and assess impact on Title VI. CTG staff will work closely with DCTA to provide an update the current Title VI Plan and perform an overall Title VI analysis equity throughout the service. This is an important component of any service update as well to measure the impact to the community in relation to fixed route and mobility services.

#### Bus Stop Inventory and Design

An important initiative in transit route changes and network evaluations is the bus stop inventory and plan. The service planning team of planners from AECOM and CTG has extensive experience with bus stop placement

and design guidelines. We recently completed bus stop guidelines for Ben Franklin Transit in Richland, WA and for Topeka Metro. The Topeka initiative also included guidance and an implementation plan for universal accessibility at the bus stops throughout the system. Through this task we will work with DCTA staff to update the existing bus stop guidelines and provide a formal approach, using best practices to develop guidelines for safe stops with appropriate spacing and location based on land use, safety and densities. A comprehensive bus stop inventory will be completed to better understand existing conditions. The task will also allow DCTA to develop a long-term plan for ADA access to bus stops.



*Topeka Metro bus stop shelter and bench inventory*

#### Connect

Creates a dense, efficient network of pedestrian and bike pathways throughout the area

#### Mix

Provides for mixed uses, incomes and demographics with opportunities and services in proximity of where people live and work

#### Densify

Optimize residential and job densities to support transit, local services and active public spaces

#### Shift

Encourage use of other mobility options by incorporating planning that reduces parking and road use



#### TOD Area

#### TOD Supportive Area

Transit Core

Transit Neighborhood

Transit Supportive Community

increasing need and desire for a data driven and performance-oriented approach of conceptual planning. AECOM is an industry leader in performance driven planning and will often leverage our proprietary in-house urban analytics tools to maximize both public and private benefit in any given design concept. Our Triple Bottom Line (TBL) analytics tools allows us to evaluate our TOD area plans across a wide variety of metrics spanning categories of economic, social, and environmental benefits. Once the concepts are in place our team will help DCTA to research and work with the cities, developers and other key stakeholders to acquire locations for future development. We have an entire team that specializes in public private partnerships

(PPP), alternative delivery and site development that will provide assistance and guidance through the process.

#### Tasks:

- ▶ Model TOD Code (six month schedule)
  - ▶ Steven Duong, Tatum Lau
- ▶ TOD Urban Design Conceptual Master Planning (12 month schedule)
  - ▶ Tom Hester, Tatum Lau, Steven Duong

#### Public Involvement and Stakeholder Relations

##### Effective Public Engagement

Public and stakeholder engagement is an important component to the success and implementation any transit planning effort. The goals of

public outreach are to gather input from those affected by the plan and explain how they can become engaged. To meet those goals, PIA with support from AECOM will use a variety of techniques and tools that will engage the diverse stakeholders found in the community.

**Public Involvement Plan:** A public involvement plan provides framework for the project team and client to work together and get appropriate information out to those impacted. Our first step will be to meet with project team representatives and client in a workshop setting to develop the Public Engagement Plan. The plan document will define the engagement goals, objectives, key messages, target audiences, tools/ methods and schedule.

**Stakeholder Interviews:** Interviews and coordination with stakeholders are key to gather important background information.

**Task Force/Steering Committee:** A task force or steering committee provides an opportunity for stakeholders to consider issues in more detail. The group should include stakeholders representing all sides of an issue, so that community values can be reflected in the final plan, adding credibility to the process. A task force/steering committee could be formed to provide guidance and assist with developing recommendations for the plans.

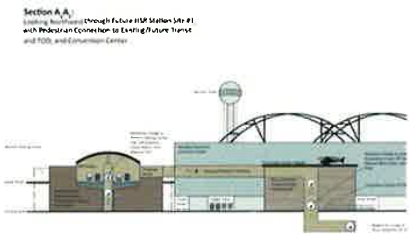
**Public Meetings:** Public meetings are one of the most effective ways to engage the public. Public meetings will be held at key milestones in the planning process. A variety of meeting formats, such as open houses, facilitated small groups, and workshops can be used for public meetings. Methods that have been successful in the past have included drawing on maps, clicker polling, and showing visualizations. The public meetings will be promoted in multiple ways to reach all stakeholder groups. Email distribution lists, targeted mailings, and placing ads in newspapers are



# 3 PAST PERFORMANCE AND REFERENCES

## PAST PERFORMANCE

AECOM's broad and diverse experience in the technical work areas specified in the scope of work will assist in DCTA's success in planning and project delivery. The projects described below highlight AECOM's recent experience with other On-Call Transit Services programs or related transit work.



### UNION STATION AREA DESIGN | Dallas, TX

With Dallas Union Station becoming an increasingly important hub for multiple modes of transportation, as well as TOD for potential high-speed rail, DART tasked AECOM with assessing Union Station and its environs relative to its enhanced role. This effort focused on the circulation and connectivity between multiple modes connecting to Union Station and to the surrounding existing and potential development opportunities stemming from the high-speed rail station development.



### LA PLACE MULTI-MODAL STATION PLAN | St. John the Baptist Parish, LA

AECOM prepared a conceptual plan for a passenger rail and multi-modal transportation center in La Place, LA, as part of planned passenger rail service between Baton Rouge and New Orleans. The plan focuses on creating a special place at the station with a central plaza, usable for a farmers' market and events.

AECOM



### SUSTAINABLE REGION-WIDE INTEGRATED FUTURE TRANSPORTATION (SWIFT) | Houston, TX

AECOM is currently working with TxDOT Houston District to take a unique regional approach linking land use growth while enhancing mobility by offering wide transportation options including ride sharing, bicycle pedestrian networks, transit, selected road improvements and emerging technologies. The improvements will look beyond the traditional freeway system to enhance other thoroughfares in a sustainable way to accommodate the future population and employment in the region.



### MARTA GPC | Atlanta, GA

AECOM completed the management of the traffic signal design, construction, and retiming for 27 intersections along the streetcar route. The project included traffic signal modifications at all project intersections, transit signals and phasing, preemption, and signal timing at all project intersections.



### AUTOMATED BUS CONSORTIUM | Nationwide

AECOM is leading a national program and coalition of transit and transportation agencies, including DART, MARTA, and Houston METRO, to procure and deploy 75-100 full size, full speed accessible automated buses. The program includes participation by 12 agencies from various part of the U.S. and will include pilot sites with a variety of geographies and applications.



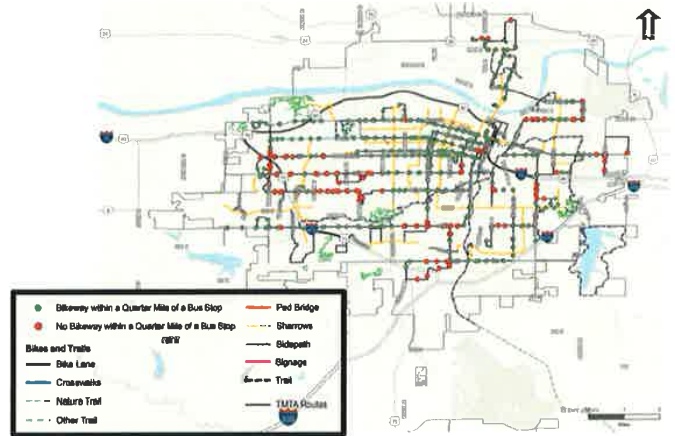
### CAPITAL METRO GPC | Austin, TX

AECOM leads the overall management of the contract by ensuring that task order managers adhere to project controls, scheduling, and invoicing and is responsible for subconsultant management and quality assurance to meet Capital Metro's quality objectives.

## REFERENCES

# Topeka Metropolitan Transit Authority On-Call Planning Services

Topeka, KS



### Key Staff Involved and roles:

Andrew Ittigson – Deputy Project Manager  
Josh Shane – Service Planning  
Steven Duong – Bus Stop Design  
Matt Ables – Planner  
Kurt Neufang – Planner  
Veronica Siranosian – Electric buses  
Kristen Lueken – Financial Planning  
Gavin Poindexter – Financial Planning  
Aaron Hekele (ETC) – Surveys

**Client:** Topeka Metro

**Contact:** Edwin Rothrock, Director of Planning

**Address:** 201 N. Kansas Ave.  
Topeka, KS 66603

**Phone:** 785.730.8625

AECOM is the prime consultant providing strategic and technical support for over 20 task orders ranging from short-range transit planning to fare policy analysis to transit technology services (general planning contract continues through 2020). AECOM has worked successfully with Topeka Metro to complete task orders on time and to provide guidance to the transit agency as it moves forward with a bus system improvement program that focuses on increasing ridership and improving productivity.

In 2015 AECOM completed a Transit Development Plan (TDP) for Topeka Metro. Recommendations were defined for a Near-Term (1-3 years) planning horizon. Work tasks included:

- ▶ Data Collection – 100% ridecheck and passenger survey
- ▶ Public and Stakeholder Outreach
- ▶ Bus Stop Design Guidelines
- ▶ Fare Policy Analysis
- ▶ Transit Technology Assessment
- ▶ Existing Conditions Evaluation
- ▶ Service and Operations Plan
- ▶ Financial, Funding and Capital Plan
- ▶ Electric Vehicle Plan
- ▶ TIGER Grant Support
- ▶ Implementation Plan

### Key Goals of the TDP

- ▶ Track performance measures so that Topeka Metro can track its performance over time and continue to make adjustments that improve service.
- ▶ Modify routes to provide bi-directional (two-way) service, which will greatly increase service efficiencies and enable shorter, more convenient trips for passengers.
- ▶ Discontinue fixed-route service on shopping center parking lots to improve travel times and reduce bus conflicts with cars and pedestrians.
- ▶ Add pedestrian enhancements to provide safe access to and from new bus stops.
- ▶ Update the Financial and funding plan

# Capital Metro Project Connect

Austin, TX



## Key Staff Involved and roles:

Andrew Ittigson – Task Lead Short Range Planning

Julia Suprock – Deputy Project Manager

Matt Ables – Planner

Jason Aprill – Planner

Josh Shane – QA/QC

Bob Peskin – Financial Planning

Gavin Poindexter – Funding

Kristen Lueken – Financial Planning

**Client:** Capital Metro

**Contact:** Joe Clemens, AICP, Project Principal

**Address:** 607 Congress Avenue, Austin, TX 78701

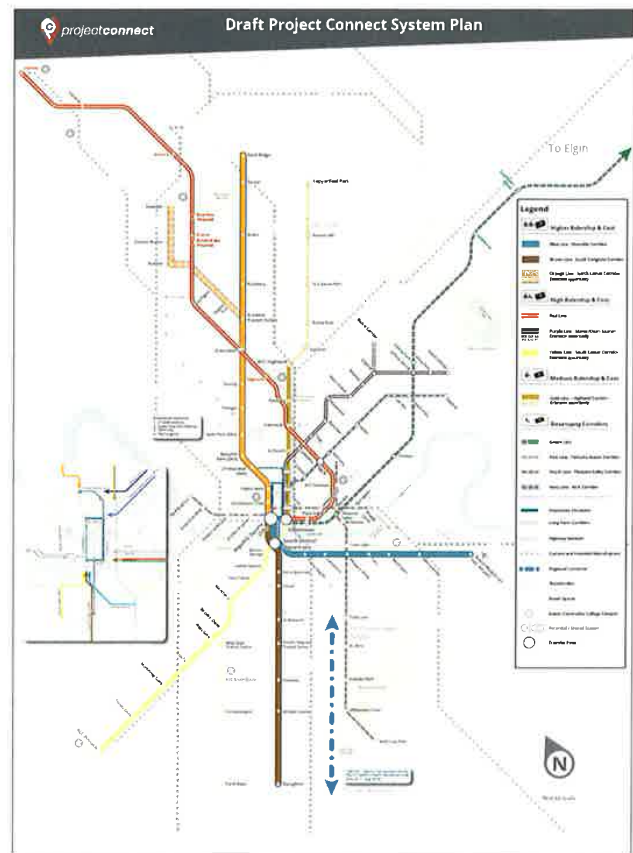
**Phone:** 512.369.6515

The purpose of the study is to identify, analyze and prioritize a set of potential high-capacity transit solutions to facilitate travel into, out of, and within Central Austin. These initiatives will focus on enhancements to transit services and infrastructure that would improve existing high-capacity transit services, while also identifying corridors that may be suitable for investment in high-capacity transit solutions. The plans includes innovative mobility solutions such as mobility hubs, transit priority treatments, bus

stop and station improvements, integration of transit with TNCs, bike share and car share programs.

The 30-month study has successfully used an innovative qualitative and quantitative alternative evaluation and ranking process to quickly and defensibly identify transit investments that best align with the study goals and the region's vision for growth.

AECOM developed a financial plan that will support both near-term decision-making regarding immediate service planning as well as long-term decisions addressing both level of service and capital investment. AECOM is examining a range of existing and potential new funding sources and various financing structures, including pay-as-you-go, short-term debt, and long-term debt. The plan considers both conventional financing structures and innovative financing approaches being advanced by the U.S. Department of Transportation.



## Citibus Comprehensive Operations Analysis (COA)

Lubbock, TX



### Key Staff Involved and roles:

Andrew Ittigson – Senior Planner

Matt Ables – Service Planner

Stuart Geltman – Service Planner

Kriste Lueken – Financial Planner

**Client:** Citibus

**Contact:** Chris Mandrell, General Manager

**Address:** 801 Texas Avenue,  
Lubbock, TX 79401

**Phone:** 806.712.2001

AECOM is working on the development of a comprehensive operational analysis for Citibus to analyze its current local fixed-route bus, paratransit services and demand response services. The project aimed to improve ridership and service for a fixed route system that faced a range of challenges, including inefficiency in operations and service due to the rapidly growing and sprawling city of Lubbock, TX. A thorough review of the current system, including evaluating the efficiency and effectiveness of each route, was completed as well as recommendations to fill gaps in coverage. The team is looking at ways to incorporate Texas Tech University into the general fixed route system as well developing faster east – west connections across the service area. The project explored and recommended alternative service delivery options, including micro-transit, express service, additional first mile/last mile connections, and hybrid models to increase ridership and serve more of the surrounding community.

## LA METRO MICRTRANSIT PROJECT

Los Angeles, CA



### Key Staff Involved and roles:

Scott Baker – Policy and Governance

Jill Cahoon – Planner

David DeRosa – Planner

Veronica Siranosian – Planning Lead

**Client:** Los Angeles County Metropolitan Transportation Authority (LA Metro)

**Contact:** Rani Narula-Woods

**Address:** One Gateway Plaza, Los Angeles, CA 90012-2952

**Phone:** 213.922.7414

As a sub to Transdev, AECOM is studying the feasibility of a MicroTransit pilot project in Los Angeles County. MicroTransit, an on-demand transportation service, can present opportunities to create a more flexible, dynamic transportation network - and as an extension of public transit, with key considerations around equity and price included. The feasibility study is a six-month effort, where a minimum of six service zones will be evaluated. If selected to proceed into deployment, the MicroTransit pilot would begin in 2019 and last for two to three years, depending on the recommended pilot duration from the study.

AECOM is leading the service siting and design components of the study, which includes identifying viable service zones for a MicroTransit pilot within Los Angeles County. The service will be used for short trips approximately 20 minutes in duration, and will utilize vehicles that are smaller than traditional transit vehicles. The siting analysis will include considerations around a potential zone's demographics, existing transit service and shared mobility services (including TNCs, bike share, scooter share, and car share services), equity

considerations, and key features of the built environment (such as the presence of key activity centers, density, parking availability, and curb space). Another critical component of the siting analysis is assessing the potential demand for the service, where AECOM will lead the travel demand modelling efforts to gauge the potential ridership estimates in the selected zones.

AECOM's efforts also include developing a fare analysis and financial plan for the service while in operation, and supporting the risk and reward sharing features to create a viable and attractive public private partnership (P3). Other key study components that AECOM is supporting include the technology software and development of a tailored user interface, vehicle procurement, and community outreach efforts to market the service in advance of deployment. Each element of the project includes extensive coordination within LA Metro - along with discussions on potential external partnerships, both specific to each community and across all potential deployments - that will increase the viability, brand awareness and overall demand for the service.

## 4 PRICING

The table below is an overview of the titles and loaded rate categories for AECOM staff. Subconsultant rates and other direct costs will be included as part of the task based cost estimates.

CATEGORY	DESCRIPTION	RATE
Administrative Assistant	Administrative experience with project/task set up, invoicing and project controls	\$70.00
GIS Specialist	Five to 10 years of experience using GIS for planning projects	\$88.00
Graphics Specialist	A minimum of five years of experience with graphics for reports, presentations, presentation boards and other documents.	\$93.00
Planner I	Two to four years of experience with planning projects	\$78.00
Planner II	Four to eight years of experience with planning projects	\$105.00
Planner III	Eight to 12 years of experience with planning projects	\$130.00
Senior Planner/Designer	12 to 20 years of experience with planning, urban design and project management	\$168.00
Senior Technical Lead	National expert in technical field	\$185.00
Transportation Unit Leader	PIC and other senior management	\$287.00



November 26, 2019

**ADDENDUM NO. 1**

**RFP 20-01**

**Transit and Transportation Planning Services**

**Changes:**

1. Delete and replace first sentence of second paragraph of Proposal Submittal Information section of RFP with the following:

The respondent shall submit one (1) signed hardcopy original, four (4) hardcopies and one (1) electronic copy (USB Flash Drive) of the proposal in the described proposal format.

**Attachments:**

- 1) Q&A Spreadsheet

***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.***

A handwritten signature in black ink, appearing to read "Sarah Martinez".

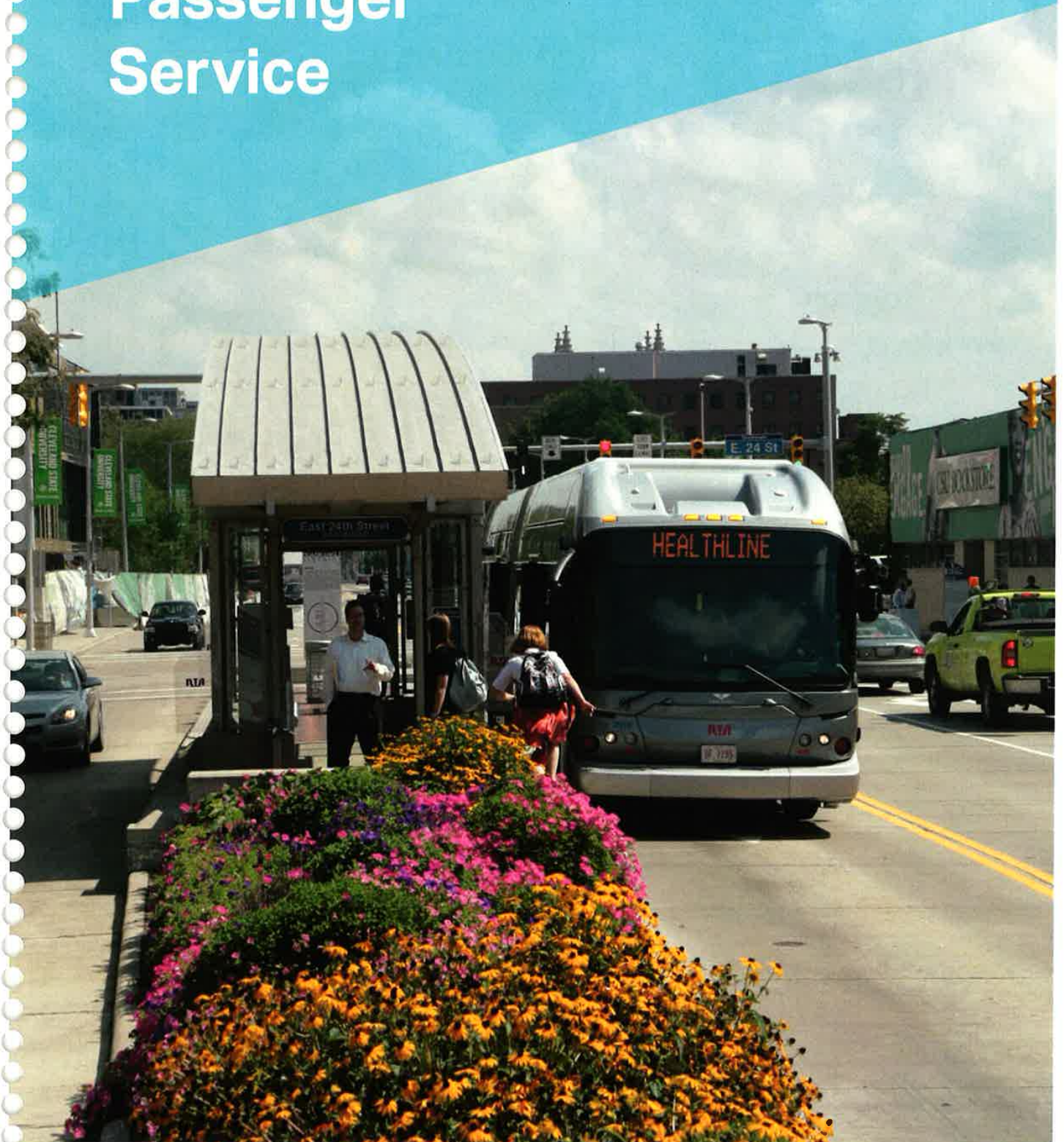
Sarah Martinez,  
Director of Procurement, CPPB

Acknowledged by: W. L. Fry Date: 11/26/2019  
Firm/Representative

**AECOM**

Built to deliver a better world

# Enhancing Passenger Service





Above:  
**Grand Rapids Silver Line BRT**, Grand Rapids/Kentwood,  
Wyoming, Michigan, U.S.A.

Top right:  
**Orange Line BRT**, Los Angeles, California, U.S.A.

Right:  
**Capital Metro MetroRapid BRT**, Austin, Texas, U.S.A.



AECOM combines  
in-house bus  
operations analysis  
with project planning  
and development to  
maximize the benefits of  
transit systems.

#### AECOM Services:

- Operations and Maintenance Planning
- Program Management
- Alternate Delivery
- Planning and Forecasting
- Procurement
- Environmental Analysis, Design and Approvals
- Comprehensive, Multidisciplinary Engineering Design
- Construction Management
- Urban Planning and Transit-oriented Design
- Station and Facilities Architecture
- Civil Earthworks
- Maintenance Facility Design
- Noise and Air Quality Impact Analysis and Mitigation Design
- Power Supply and Electric Traction System Design
- Rollingstock Advisory Services and Procurement
- Facilities and Asset Management
- Commissioning, Handover and Operations Support



Map: TDP/COA work in the last five years

### As a leader in TDPs and COAs AECOM has worked with clients nationwide

<p><b>Arizona</b> Vista Transit CTAA</p> <p><b>California</b> Southern California Association of Governments (SCAG) &amp; Imperial County Transportation Commission (ICTC) Livermore Amador Valley Transit Authority SanBAG SBAG San Luis Obispo San Luis Obispo RTA University of California VITA Victor Valley Transit Authority Victor Valley Transit Authority SBCAG</p> <p><b>Colorado</b> Roaring Fork Transportation Authority</p> <p><b>Connecticut</b> Transit for Connecticut Connecticut Public Transportation Commission Area Agency on Aging South Western Regional Planning Agency</p> <p><b>Dist. of Columbia</b> WMATA</p> <p><b>Delaware</b> Delaware DOT</p> <p><b>Florida</b> Tampa Urban Area Metropolitan Planning Organization</p>	<p><b>Georgia</b> Gwinett County DOT Cobb County Department of Transportation Governor's Development Council MARTA River Valley Metro Mass Transit District Regional Transportation Authority Northeastern Illinois DuPage County Springfield Mass Transit District</p> <p><b>Indiana</b> Bloomington MPO Fort Wayne Public Transportation Company/ Citilink University of Notre Dame Du Lac</p> <p><b>Iowa</b> City of Ames</p> <p><b>Kansas</b> Topeka Metro</p> <p><b>Kentucky</b> CATS</p> <p><b>Massachusetts</b> Merrimack Valley RTA CTAA GATRA WRTA Nantucket Regional Transit Authority MA Regional Transit Authorities</p>	<p><b>Maine</b> Maine DOT CTAA Greater Portland Council of Governments</p> <p><b>Michigan</b> Detroit DOT CTAA Detroit Transportation Corporation</p> <p><b>Minnesota</b> Duluth TA City of Mankato St. Cloud Metropolitan Transit Commission St. Cloud Area Planning Organization (APO) and St. Cloud Metro Bus Southeast Metro</p> <p><b>Missouri</b> Metro</p> <p><b>North Carolina</b> CTAA Town of Chapel Hill Buncombe County Planning and Development City of Raleigh NCDOT Western Carolina Community Action ACTA Piedmont Authority for Regional Transportation</p> <p><b>North Dakota</b> City of Grand Fork Fargo-Moorhead Metropolitan Council of Governments</p>	<p><b>Nebraska</b> City of Lincoln Nebraska Department of Roads</p> <p><b>New Hampshire</b> UVLSRPC COAST</p> <p><b>New Jersey</b> Hudson County Rutgers NJ Transit NJTPA SJTPO Middlesex County Planning Department Warren County Board of Chosen Freeholders Passaic County</p> <p><b>New York</b> CTAA</p> <p><b>NYC</b> NYCDOT CTAA PDCTC Hudson County Division of Planning Gannett Fleming Sullivan County Gannett Fleming Regional Transit Service Suffolk County Westchester County DOT City of White Plains New York Metropolitan TPC Council Bergen County MTA NYC Transit NYS Office of Mental Retardation and Developmental Disabilities</p>	<p><b>Ohio</b> SARTA SORTA</p> <p><b>Pennsylvania</b> Southwest Planning Commission</p> <p><b>South Carolina</b> GTA Oconee County Waccamaw RTA</p> <p><b>Tennessee</b> Clarksville Urbanized Metropolitan Planning Organization</p> <p><b>Texas</b> Brazos Transit District Capital Metro DART City of Rockwall Transit</p> <p><b>Virginia</b> Blackburg Transit HRT GRTC</p> <p><b>Washington</b> CTAA</p> <p><b>Wisconsin</b> City of Janesville Transit System Janesville Metropolitan Planning Organization Janesville MPO CTAA MetroRide Wausau Area Transit LSC Transportation Consultants, Inc.</p> <p><b>West Virginia</b> Mountain Line Transit</p>
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# Topeka Metro Transit Development Plan, Topeka, Kansas

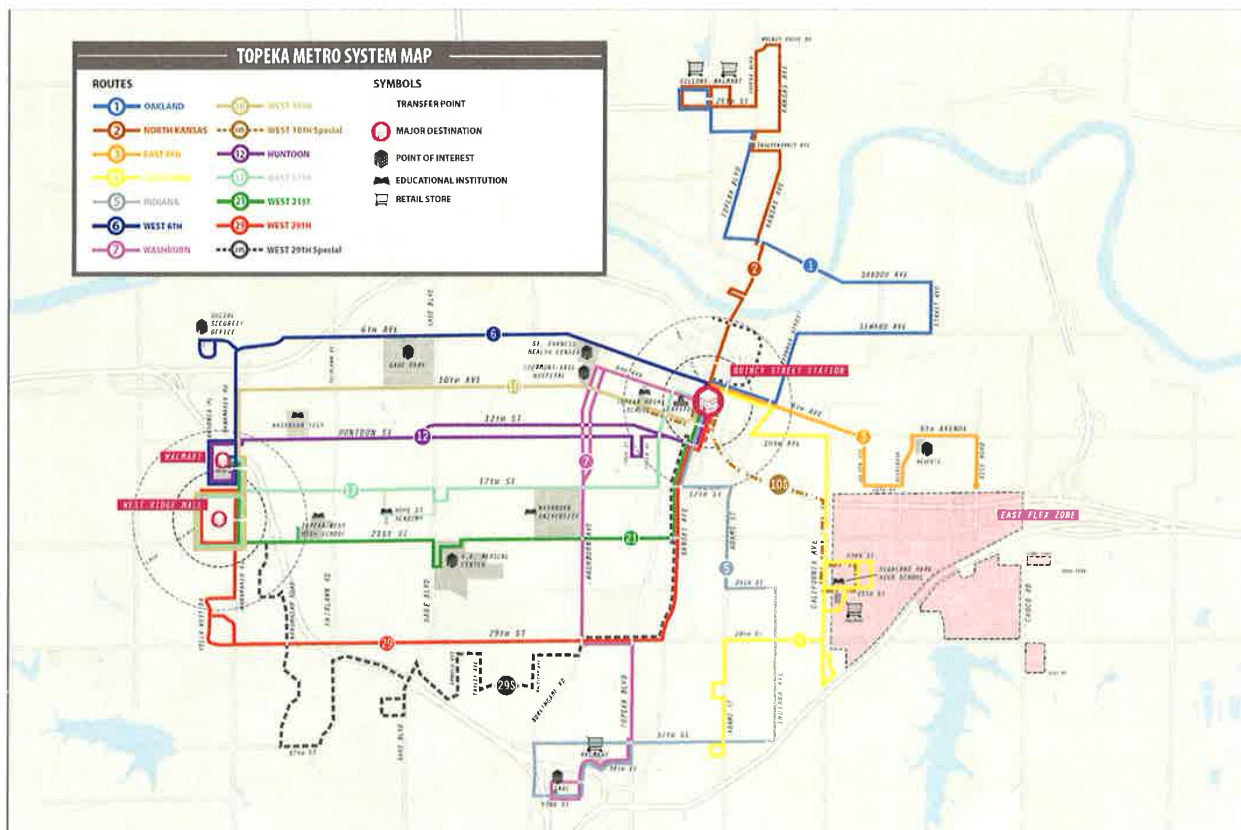
**Client**  
Topeka Metro

**Prime Firm**  
AECOM

**Services**  
Development Plan

**Completed**  
2015

**Fee Value**  
\$150K



In 2015 AECOM completed a Transit Development Plan (TDP) for the Topeka Metropolitan Transit Authority. AECOM served as the prime consultant, with two subconsultants assisting with public outreach activities and data collection efforts. Recommendations were defined for a Near-Term (1-3 years) planning horizon. Work tasks included:

- Data Collection – 100% ridecheck survey and passenger survey were conducted for all routes in the Topeka Metro system.
- Public and Stakeholder Outreach
- Bus Stop Design Guidelines
- Fare Policy Analysis
- Transit Technology Assessment

- Existing Conditions Evaluation
- Service and Operations Plan
- Financial Plan
- Implementation Plan

The TDP provided a set of recommendations for a complete re-design of the fixed-route network with a focus on bi-directional service, direct route patterns, route efficiency, and improving travel times, ridership and productivity. Topeka Metro implemented the service recommendations in August 2015.

# Marta "New Day" Service Planning Analysis, Atlanta, Georgia

<b>Client</b> Metropolitan Atlanta Rapid Transit Authority	<b>Prime Firm</b> AECOM
<b>Services</b> Service Planning Analysis	<b>Completed</b> 2010
	<b>Fee Value</b> \$60K

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AECOM build MARTA's system from the ground up rather than simply pare back.

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AECOM was engaged by the Metropolitan Atlanta Rapid Transit Authority (MARTA) to assist in a critical review of its entire local bus network to respond to substantial funding cuts. MARTA began an effort to create a "New Day" bus network to respond to these funding cuts, building the system from the ground up rather than simply paring back service levels to meet a funding target.

The preliminary development of a "resized" MARTA bus system began with an understanding of the core principles guiding the agency's effort to "revision" the system to address new budget constraints. Site visits were conducted by AECOM to evaluate work completed to date by MARTA service planning staff, examine ridership and productivity data for all MARTA bus routes, and begin to develop a new network guided by the core principles:

- Service utilization (maximize ridership)
- Access to key/critical activity centers and facilities
- Minority, low-income, transit-dependent (Title VI/E.J. considerations)
- Geographic/jurisdictional equity
- Sustainability – identifying gaps between current service and future growth areas (community circulators, flex-routes, etc.)
- Reliability



When the outline of a route network is identified and accepted on the basis of the planning principles, the next phase of MARTA's work addressed running time and operational requirements for the new routes, complete analysis of appropriate levels of service, and preliminary vehicle/capital requirements as well as ADA paratransit service implications.



As the leader in BRT system planning and design, AECOM has more than \$1 billion of operating BRT projects in North America.

#### Alabama

Downtown Circulator, Birmingham  
US 280 Corridor, Birmingham

#### Arizona

Rural Road LINK, Scottsdale

#### California

Wilshire Corridor, Los Angeles  
Orange Line, Los Angeles  
Foothill Boulevard, San Bernardino  
Line 51, Oakland  
Alum Rock, Santa Clara

#### Canada

West to Downtown BRT, Edmonton  
BRT Workshop, Calgary  
Downtown to 17 Ave SE, Calgary  
N-S, Hamilton  
E-W and NS, London  
3 MetroLink, Nova Scotia  
BRT Lines, Nova Scotia  
Broadway/UAC B-Line, Vancouver  
York University Busway, York  
Viva Next, York

#### Colorado

MAX, Fort Collins  
US-36, Denver-Boulder

#### Connecticut

CTfastrak, Hartford-New Britain

#### District of Columbia

Georgia Avenue Express Bus,  
Washington, DC  
K Street Circulator, Washington, DC  
Arlington/Alexandria Crystal  
City-Potomac Yard Transitway,

Washington, DC

Alexandria West End Transitway,  
Washington, DC

Fairfax County Route 1 Transitway,  
Washington, DC  
Dulles Corridor, Washington, DC

#### Florida

Rapid Transit System Plan,  
Jacksonville  
Southwest Corridor, Jacksonville  
LYMMO, Orlando  
I-Drive Circulator & Corridor, Orlando

#### Georgia

I-20 East, Atlanta  
Arterial, Atlanta  
Revive 285, Atlanta

#### Idaho

State Street, Boise

#### Illinois

Central Loop, Chicago  
Jeffery Boulevard, Chicago  
Ashland Avenue, Chicago  
ART Implementation Plan, Pace  
Suburban Bus  
Regional TSP Implementation Plan,  
Pace Suburban Bus  
Champaign Urbana

#### Indiana

Fort Wayne  
Purdue University

#### Iowa

Ames

#### Louisiana

Florida Boulevard, Baton Rouge

#### Maryland

Montgomery County

#### Massachusetts

State Street, Springfield  
Silver Line, Boston

#### Michigan

Michigan Avenue, Detroit/Ann Arbor  
Silver Line, Grand Rapids  
Laker Line, Grand Rapids

#### Minnesota

Riverview Corridor, Minneapolis/ St. Paul  
Red Line, Minneapolis/ St. Paul  
MARQ, Minneapolis/ St. Paul  
Nicolette Mall, Minneapolis/ St. Paul  
I-35 W, Minneapolis/ St. Paul

#### North Carolina

Chapel Hill  
NC54/I-40, Raleigh

#### New Jersey

Union County BRT  
Monmouth County  
Princeton  
Route 1  
Route 571  
Route 13  
Nevada  
MAX, Las Vegas

#### New York

Capital District Transportation  
Authority, Albany  
Flushing/Jamaica, New York City  
34th Street, New York City  
Webster Avenue, New York City  
Utica Avenue, New York City  
Nostrand Avenue, New York City  
LaGuardia/Manhattan, New York City

#### Ohio

Healthline, Cleveland

#### Oregon

South Corridor, Portland

#### Tennessee

AMP, Nashville

#### Texas

MetroRapid, Austin  
METRO, Houston  
VIA Primo, San Antonio

#### Utah

Provo-Orem BRT, Provo

#### Virginia

Norfolk

#### Washington

East Sprague, Spokane  
Fourth Plain, Vancouver

# Laker Line Bus Rapid Transit Alternatives Analysis, Grand Rapids, Michigan

**Client**  
Interurban Transit Partnership

**Prime Firm**  
AECOM

**Services**  
BRT Corridor Study

**Completion date**  
2015

**Fee value**  
\$600,000

The Laker Line Study represented a crucial early step toward developing higher quality transit service along one of the most important corridors for the Grand Rapids region.

The study corridor extends west from Downtown Grand Rapids to the Allendale campus of Grand Valley State University (GVSU), a distance of approximately 15 miles. In between, it encompasses Grand Rapids' west side neighborhoods, the Standale district of Walker, and Talmadge Township.

This corridor is already served by high-quality local bus service that is utilized by a growing number of GVSU students as well as residents and employees. The primary goal of the Study was to determine whether, and which, transit enhancements could better meet the corridor's travel needs and support the long-term transportation and land use vision of both the local communities and the major institutional stakeholders.

The Study identified the best transit solutions to develop as a Locally Preferred Alternative for inclusion in the Grand Valley Metro Council's (GVMC's) long range transportation plan. The Locally Preferred Alternative was formally adopted by the Rapid Board in December 2014 and was accepted into the FTA Small Starts Project Development program in April 2015. AECOM is now working on the Architectural and Engineering phase of the project which will take the project through engineering, into construction and revenue operation. The project schedule for implementation is start of construction in the fall of 2017 with revenue operation in October of 2019.



# Chapel Hill Transit North-South Corridor Study

## Chapel Hill, North Carolina

**Client**  
Chapel Hill Transit

**Prime Firm**  
AECOM

**Services**  
Transit Planning  
Conceptual Engineering  
Traffic Analysis  
Financial Analysis  
Public Engagement  
Implementation Planning

**Completion date**  
2016

**Fee value**  
\$650,000

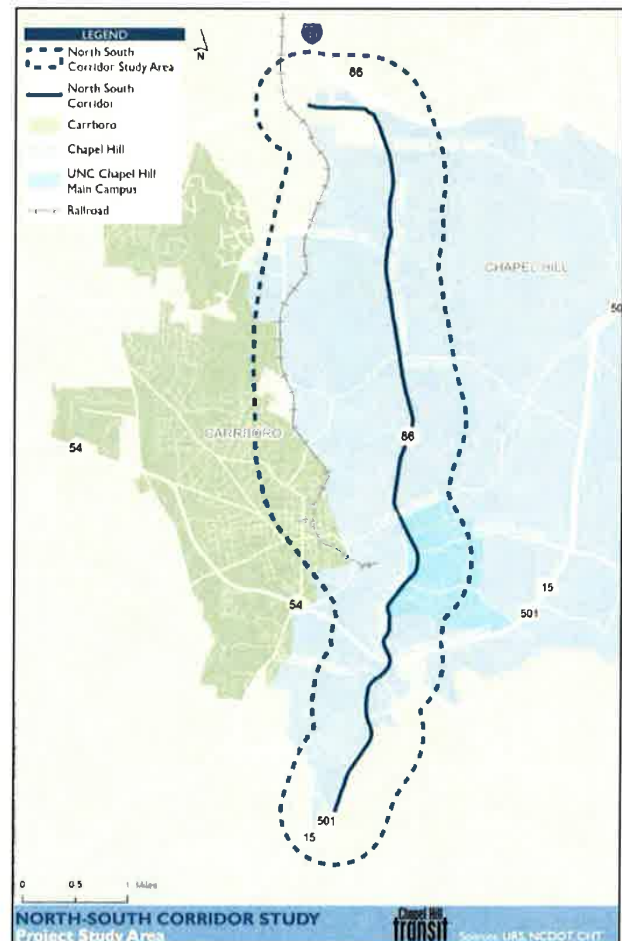
The North-South Corridor Study was a 24-month transit investment study that identified and evaluated a series of transit investment alternatives for implementation within the 7.3-mile study corridor.

The North-South Corridor Study was a 24-month transit investment study that was led by Chapel Hill Transit. The project, which was funded through a combination of federal (Federal Transit Administration) and local funds, identified and evaluated a series of transit investment alternatives for implementation within the 7.3-mile study corridor running through downtown Chapel Hill, the University of North Carolina at Chapel Hill (UNC) main campus, UNC Hospitals campus, and the proposed UNC Carolina North development.

The study expanded on previous planning work to identify a locally-preferred transit investment alternative that facilitates safe, efficient and expanded levels of mobility within the increasingly busy study corridor, and to improve connectivity between the corridor and the Research Triangle region. Additional reasons for this study included improving connections with other local and regional transit routes (including the planned Durham-Orange Light Rail line), supporting future development within the corridor, increasing transit mode share and ridership to the UNC campus/hospital, and improving multi-modal connectivity options between the new Carolina North campus on the northern end of the study corridor, Southern Village at the southern end of the corridor, and the rest of the study corridor.

Following a multi-phase, iterative alternative development and evaluation process that was supported by extensive public engagement activities, a Bus Rapid Transit the Locally Preferred Alternative (LPA) was approved by the Chapel Hill Town Council in Spring 2016.

The project was approved for entry to the FTA Project Development pipeline in Fall 2016.



Denton County  
Transportation Authority**BIDDER'S QUESTIONNAIRE**

1. Name of Contractor ("Business", herein)  
AECOM Technical Services, Inc.

2. Doing Business As (other business name if applicable)  
NA

3. Federal Tax ID Number  
95-2661922

4. Business Mailing Address (include City/State/Zip Code)  
One Galleria Tower  
13355 Noel Road, Suite 400

5. Business Email Address  
wendy.lopez@aecom.com

6. Business Telephone Business Fax Number  
972.788.1000 972.788.1302

7. Business Type  
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture

8. Number of Years in Business  
49

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

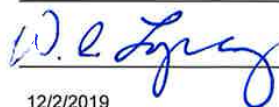
26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.

Please see attached.

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).

AECOM Technical Services, Inc. is a wholly owned indirect subsidiary of AECOM, a Delaware corporation whose stock is publicly traded on the New York Stock Exchange (ACM/NYSE).

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 Wendy Lopez, PE, FASCE  
Title Senior Vice President  
Signature of Owner   
Date 12/2/2019  
Email Address wendy.lopez@aecom.com

(Owner, CEO, President, Majority Stockholder or Designated Representative)  
Questions about this document should be directed to the Procurement Manager

**Denton County Transportation Authority  
Bidder's Questionnaire**

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**AECOM Technical Services, Inc.**

**17. Has the Business, or any officer or partner thereof, failed to complete a contract? YES**

AECOM Technical Services, Inc. ("ATS") is a large design, engineering, planning and related professional services company that executes thousands of projects annually. From time to time, occasions arise when ATS does not complete the performance of an awarded contract. These situations include (i) where a client terminates the contract for its convenience; e.g. where the client is unable to secure continued funding for the underlying project and, as a result, terminates the associated contract, (ii) where ATS ceases performance under the contract in accordance with the applicable terms of the contract in response to the client's nonpayment or other breach, and the contract is ultimately terminated; and (iii) where one of the contracting parties is terminated the contract for default.

Upon knowledge and belief, formed after reasonable inquiry, within the past five (5) years, ATS (i) has not failed to complete a contract where the other party to such contract was not in breach unless the contract afforded ATS that right and (ii) ATS has not had a contract terminated by a client wherein that termination was ultimately determined to be other than for convenience.

**18. Is any litigation pending against the Business? YES**

ATS is a wholly owned subsidiary of AECOM, which is an organization comprised of approximately 120 operating companies and affiliates having a total current employment of 80,000 persons worldwide that perform design, engineering, planning and related professional services and execute thousands of projects annually. As with any large service company, from time to time, it is unavoidably involved in claims, litigation, and alternative dispute resolutions which may allege third party personal injury, property damages or breach of contract. Further, in the ordinary course of business, ATS may be subject to, and resolves, state and federal regulatory proceedings regarding its services, such as Department of Building and OSHA violations.

As instructed by counsel, ATS does not voluntarily comment on pending or past claims, litigation, or arbitration or other alternative dispute resolution matters for a number of reasons, including, but not limited to, a desire and need to maintain the attorney-client privilege, the protections of the attorney work product doctrine, and the private and confidential nature of settled claims and litigation, and mediation, arbitration and other alternative dispute matters, which often are associated with confidentiality and non-disclosure agreements.

In the opinion of management, ATS is adequately insured to address any pending or threatened claims and litigation. ATS strives to avoid litigation and has a risk management program in place that includes early recognition of situations that might give rise to a claim, open lines of communication and proactive dispute resolution. None of our current litigation could reasonably be expected to have a material adverse effect on ATS or its ability to perform under this or any other contract. If you require additional information, please contact Region Counsel Michael Klerer at [michael.klerer@aecom.com](mailto:michael.klerer@aecom.com).

**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**

Please be advised that ATS does not track liquidated damages therefore is unable to provide a response in good faith of any specific instances where this may have occurred.

## **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, Wendy Lopez, PE, FASCE (Name of certifying official), the Senior Vice President (title or position of certifying official) of AECOM Technical Services, Inc. (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: Senior Vice President

Date: 12/2/2019

## NON-COLLUSION AFFIDAVIT

*This affidavit must be completed and submitted with the bid/proposal*

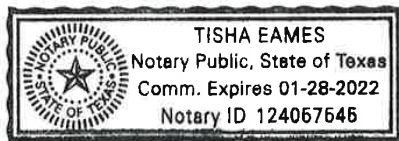
The authorized representative for bidder/proposer, AECOM Technical Services, Inc., being first duly sworn, deposes and says that he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, 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.

W. L. Lopez  
Signature of Authorized Company Representative

Wendy Lopez, PE, FASCE  
Name and Title of Authorized Company Representative

12/2/2019  
Date

Subscribed and sworn to before me on December 2, 2019 (Date)



(Notary Seal)

Tisha Eames  
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.

NA

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

W. L. Lyng  
Signature of person doing business with the governmental entity

12/2/2019

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 AECOM Technical Services, Inc.

Name and Title of Contractor's Authorized Official Wendy Lopez, PE, FASCE, Senior Vice President

Signature  Date 12/2/2019

## LOBBYING RESTRICTION CERTIFICATION

***This certification must be completed and submitted with the proposal***

The undersigned Contractor, AECOM Technical Services, Inc., 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, AECOM Technical Services, Inc., 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

Wendy Lopez, PE, FASCE  
Name and Title of Contractor's Authorized Official

12/2/2019  
Date



QUALIFICATIONS TO THE  
DENTON COUNTY TRANSPORTATION  
AUTHORITY (DCTA) TO PROVIDE  
**TRANSIT AND  
TRANSPORTATION  
PLANNING SERVICES**

BID # 20-02



DECEMBER 2019



# LETTER OF TRANSMITTAL

DECEMBER 10, 2019

Sarah Martinez  
Denton County Transportation Authority  
1955 Lakeway Drive, Suite 260  
Lewisville, Texas 75057

**RE: SOLICITATION #20-02**

Dear Ms. Martinez,

**On behalf of Kittelson & Associates, Inc. (Kittelson), I am pleased to submit this proposal for Transit and Transportation Planning Services to DCTA.** As a national transportation planning and design practice, we are excited by the direction DCTA is taking as an agency, transforming from being a transit provider to a mobility manager, overseeing a portfolio of Mobility as a Service (MaaS) options that can provide a cost-effective means of serving one of the fastest-growing counties in the United States.

DCTA is looking for a partner who understands how to integrate innovative business practices of MaaS into the fundamentals of public transportation operations to provide Denton County with innovative, seamless, and effective transportation choices. DCTA is also looking for a partner who understands digital transformation—the mechanics of changing an organization's policies, practices, and operating philosophy to enable it to become agile in how it delivers service and embraces innovation.

## **Kittelson brings hands-on experience shaping how MaaS affects the delivery of public mobility:**

- / Kittelson recently authored NCHRP 8-117: Impact of Transformational Technologies on Land Use and Transportation, a comprehensive guide for local agencies looking to adopt MaaS and related technologies.
- / Kittelson has worked with many of the 30 MaaS providers DCTA has pre-certified (including Lyft, Bird, Via, Transdev, and Transloc), and understands how their business models interface with local transportation policies and infrastructure.
- / Kittelson has developed modeling tools and data visualizations to assess how transit services interface with pedestrians, bicycles, and general traffic at mobility hubs and local bus stops.
- / Kittelson has implemented a successful curb management program (parkDC) that is being expanded to track and enforce interfaces between parking, transit, delivery services, and micromobility services.
- / Kittelson has developed micromobility stations in New York City and other dense environments, as well as developing transit-oriented development plans in support of commuter rail systems.

# QUALIFICATION & EXPERIENCE

## PROJECT UNDERSTANDING

DCTA is undergoing a dramatic transformation in how it plans and delivers mobility services in Denton County—a transformation that will have major implications for the agency, its customers, and mobility partners across the DFW Metroplex. DCTA is becoming a mobility management agency, evolving away from simply providing fixed-route transit services into an entity that delivers public mobility through an integrated portfolio of public and private mobility services. Embracing this role will allow DCTA to focus its existing transit assets on the most productive corridors and service areas, using new providers and service strategies to (a) provide service in lower-density environments; and, (b) attract new riders with MaaS offerings tailored to their mobility preferences. DCTA has already taken significant steps toward assuming this new role:

- / Implementing on-demand service zones for Denton Enterprise Airport and Lewisville Lakeway
- / Implementing TNC partnerships with Uber and Lyft (four of which are currently operational)
- / Setting aside up to \$2.4M to implement Mobility as a Service (MaaS) strategies

- / Completing a federal process through which 30 MaaS providers were pre-certified to provide service to DCTA (and to other agencies in the Metroplex wishing to “piggyback” on this procurement, providing MaaS firms with additional incentive to partner with DCTA.)
- / Moving forward with a Transformation Initiative that will be executed under a separate RFP by a management consulting firm experienced in top-to-bottom digital transformation initiatives.

This planning contract will support DCTA's continued evolution in two ways. First, it will allow DCTA to develop new local and regional strategies that leverage DCTA's MaaS “toolbox” to improve the quality and cost-effectiveness of mobility in its service area. Second, it will give DCTA a partner who understands DCTA's vision and can translate the most relevant operational details to the consulting team supporting the Transformation Initiative.

The Kittelson team understands the transformation DCTA is going through because we bring together national experience working with agencies and MaaS providers to integrate new solutions into existing transit systems. Our team also brings together transit and land use professionals who have worked with DCTA through its evolution. The table below provides an overview of the issues DCTA wishes to address in this contract and the experience the Kittelson team offers to solve them.

TOPIC	ISSUES	SOLUTIONS	RELEVANT KITTELSON TEAM EXPERIENCE
INNOVATIVE SERVICE DELIVERY	Transforming an established agency to become more agile, able to capitalize on innovation	Understand how agile methodologies and new technology can streamline operational requirements	Our project manager served on the task force for a \$3B company looking to transform its approach to delivering urban infrastructure. He has experience working with new tech firms (including Via and Swiftly) and established transit system vendors.
	Leveraging the capabilities of 30+ MaaS providers to transform DCTA into a mobility management agency	Develop concepts of operation and high-level architectures that delineate how MaaS providers will interface with DCTA operations, facilities, revenue systems, and customers	ParkDC, Washington, DC: concept of operations for MaaS-ready curb management systems, interfaces with transit and mobility providers; Lyft bikeshare site design (NYC): \$1.4M in fees designing bikeshare sites; Baltimore CollegeTown Shuttle: interfaces with TransLoc and Transdev during evaluation of private transit operations
TRANSIT SYSTEM PLANNING	Improving cost-effectiveness of delivering mobility to Denton County	Developing cost models (capital and O&M) that account for the impacts of new services on the existing system.  Apply sketch planning methods to develop cost estimates without requiring detailed engineering.	Our project manager has hands-on experience developing cost estimates and overseeing financial modeling for projects including Richmond's Pulse BRT and Chicago's Metra UP-West Line Upgrade. He has also developed a method of “reverse-engineering” ridership forecasts to determine “how much” project can be funded in a corridor.
	Providing seamless integration into regional transportation network (including DART, Trinity Metro, and railroads interfacing with A-Train and proposed extensions)	Leverage best practices in multimodal planning developed through Kittelson-led research and international transit planning efforts	Kittelson is the author of the Transit Capacity and Quality Service Manual and understands how to apply service standards to all modes of mobility. Kittelson also brings relevant multimodal experience from agencies including LYNX, SFMTA, the Rapid, DRPT, DDOT, and WMATA. We bring the local experience of Tom Ryden and Kristen Joyner, who have worked with DCTA and its partners.

/ **We work with MaaS providers to deliver innovative services and strategies.** Kittelson has current experience working with many of DCTA's MaaS providers (including Iteris, Lyft, and Via) to support the mission of transportation agencies across the United States.

/ **We are at the forefront of emerging technology research.** Kittelson has literally written the book on emerging technology (NCHRP NCHRP 8-117: Impact of Transformational Technologies on Land Use and Transportation), as well as authoring all three editions of the Transit Capacity and Quality of Service Manual.

## Team Organization and Management

Our project manager Gibran Hadj-Chikh was recently hired by Kittelson to lead exactly the type of planning work DCTA envisions under this contract. Gibran brings 22 years' experience in the transit industry, developing regional transit plans, corridor plans funded under the New Starts program, and station area plans integrated into some of the most complex development environments in the world (including Dubai, Abu Dhabi, and Qatar.) Most relevant to this contract, Gibran comes to Kittelson from a \$3B design-construction firm, where he served as Director of Innovation. In this role, he actively engaged with tech startups, transit agencies, and elected officials to evaluate new strategies for integrating MaaS solutions into transit systems. He also led his previous company's Innovation Council, evaluating ideas generated by planners, engineers, and construction professionals for their ability to transform their approach to delivering urban infrastructure. Gibran will manage this contract from our Chicago office, and will be on-site in Denton County regularly throughout this contract to coordinate with DCTA staff and stakeholders.

As shown in our organizational chart and described in the table below, our Core Management Team includes experts covering each major area envisioned under this contract.

ROLE	NAME	RELEVANT EXPERIENCE	LOCATION
<b>PROJECT MANAGER</b>	Gibran Hadj-Chikh	Industry leader in innovation with expertise in bridging the gap between traditional transit services and emerging mobility solutions to offer cost-effective mobility options; strong working relationships with many MaaS providers	Chicago, IL
<b>EMERGING TECH ADVISOR</b>	Abby Morgan, PhD	Industry-recognized CAV Expert; Author of emerging technology guidelines; lead reviewer for USDOT CV pilots and Smart Columbus initiative.	Ft. Lauderdale, FL
<b>TRANSIT SYSTEM PLANNING LEAD</b>	Mary Raulerson	National experience delivering regional transit plans that are funded and built, including Cleveland HealthLine, Pittsburgh LRT extension, and the Silver Lines in Grand Rapids, MI and DC Region	Orlando, FL
<b>TRANSIT SERVICE PLANNING LEAD</b>	Susan Wright, PE, PMP	Experience delivering Transit Development Plans, service standards, and Title VI planning inputs for small to mid-size transit agencies, including evaluation of flex-route and paratransit services	Portland, OR
<b>TRANSIT-ORIENTED DEVELOPMENT LEAD</b>	Jane Lim-Yap, AICP, LEED AP	Developed TOD plans that resulted in over \$1 B in redevelopment in Charlotte and Orlando; proven experience in advancing transit and TOD	Orlando, FL
<b>PUBLIC INVOLVEMENT/STAKEHOLDER RELATIONS LEAD</b>	Yolanda Takesian	Proven track record of engaging diverse stakeholders and developing project champions for successful projects throughout the country	Baltimore, MD

Our core management team will be supported by subject matter experts relevant to the task orders envisioned under this contract; brief resumes for these staff are included on the following pages.



Gibran Hadj-Chikh



Abby Morgan, PhD



Mary Raulerson



Susan Wright  
PE, PMP



Jane Lim-Yap  
AICP LEED AP



Yolanda Takesian

## Core Management Team

### GIBRAN HADJ-CHIKH PROJECT MANAGER

Mr. Hadj-Chikh is a transit professional with over 22 years' experience, working with public agencies around the world to develop and implement strategies to improve local and regional mobility. He brings direct experience working with transit agencies, railroads, bus systems, commuter rail lines, and emerging technology partners to develop cost, as well as hands-on experience developing models for assessing the costs, ridership forecasts, and impact analyses impacts of how new systems integrate with to existing services systems. Prior to Kittelson, he served as Director of Innovation for a \$3B design and construction firm, working with a team of software developers, data scientists, and transportation professionals to develop and assess new tools and strategies for delivering, operating, and maintaining urban transportation systems. He also served as Project Manager for **MTA 1049C**, a \$10M planning contract for the **Maryland Transit Administration (MTA)** that included over 40 tasks (including corridor planning and rail station improvements, ridership forecasts, and cost estimates.

**Innovative Service Delivery.** Mr. Hadj-Chikh has spent his career introducing new technologies into the planning and maintenance of transit systems, developing the first **asset management** databases for the **Maryland Transit Administration and Massachusetts Bay Transportation Authority**. In recent years, he has been working with agencies to understand how MaaS solutions may affect their facilities and operations, including the first assessment of the traffic impacts of rideshares at **Midway International Airport** in Chicago. He has also articulated a mobility hub strategy combining MaaS strategies with fixed-route services to optimize transit operations in lower-density operating environments. Mr. Hadj-Chikh also brings experience with complex systems integration, having served as Deputy Project Manager for the \$80M integration of Positive Train Control into the Metra commuter railroad in Chicago. This hands-on experience integrating new technologies into legacy transit systems gave him a firm understanding of how new transportation systems may affect everyday operations, maintenance, and passenger service.

**Transit Systems Planning.** Mr. Hadj-Chikh developed the strategic transit plan for **Montgomery County, Maryland**, establishing performance criteria for what ridership thresholds would warrant new investments in bus shelters, intermodal stations, and Bus Rapid Transit corridors. He has extensive experience with the FTA New Starts and Small Starts program, having managed Richmond's **Broad Street Rapid Transit Corridor (now operational as the Pulse)**, the **Metra UP-West Line Upgrade** in Chicago, and the **Ann Arbor-Detroit Alternatives Analysis**. Under each of these contracts, Gibran was responsible for managing operating and capital cost estimation, ridership forecasts, and public outreach.

**Transit Service Planning.** Mr. Hadj-Chikh has hands-on experience developing service plans for new and existing systems. Mr. Hadj-Chikh developed a data mining strategy to assess over 200,000 passenger records for



the **Dubai RTA** bus system, identifying opportunities to introduce skip-stop services and identifying route patterns that were creating bottlenecks and inefficiencies at local bus stops. Mr. Hadj-Chikh also worked with bus operators and the planning team of GRTC to consolidate bus stops and optimize local routes to maximize the effectiveness of bus lanes for the **Broad Street Rapid Transit Corridor**. Mr. Hadj-Chikh also developed a GIS-enabled tool for monitoring the progress of a survey of pedestrian connections to the **South Miami-Dade Busway**; this tool then allowed for visualizations of the paths-of-travel to the Busway.

**Transit-Oriented Development.** Mr. Hadj-Chikh has developed station area plans in Dubai and Qatar, coordinating with developers to understand how new rail systems would interface with their plans. He was also responsible for developing a checklist of station requirements (including ped/bike connections, park-and-ride, bus layovers, and rail interfaces) necessary for the **Dubai Red and Green Lines**.

**Public Outreach and Stakeholder Relations.** Mr. Hadj-Chikh has successfully engaged public and technical audiences for multiple New Starts programs (including the **Green Line Alternatives Analysis** in Baltimore, the Ann Arbor-Detroit Alternatives Analysis). He has also led workshops for **DelDOT's Bicycle Master Plan**, as well as a workshop with startups and agencies at LA CoMotion to explore how MaaS strategies and other emerging business models may affect the operating environment, legal framework, and procurement strategies of public agencies.

**Education and Professional Affiliations:** MA, Urban/Regional Planning, Florida State University; BA, Economics, Cornell University; APTA Technologies for Vehicle Automation and Connectivity Subcommittee, Member

## **YOLANDA TAKESIAN PUBLIC INVOLVEMENT & STAKEHOLDER RELATIONS LEAD**

Ms. Takesian has more than 29 years of experience in successfully engaging local, state and federal stakeholders and develop solutions that are supported by all. She uses her expertise in integrating community engagement, land use planning and transportation planning to develop transportation systems that support economic development, encourage public health, and enhance the environment. Her communications strategies bridge community expectations with the technical analytics of transportation for successful implementation. Yolanda has led scores of projects through processes, integrating local land use plans, existing community design, and public involvement. Her experience includes developing planning processes for numerous state departments of transportation and training planners and engineers in effective project development. While at the Maryland Department of Transportation (MDOT), Yolanda oversaw groundbreaking community planning for over 80 system preservation design projects, introducing a community-supportive and context-based approach.

**Education and Professional Affiliations:** MS, City Planning, University of Pennsylvania; BS, Business Administration, Mount Saint Mary's College

**Relevant Projects:** Central Maryland Regional Transit Plan - MDOT Transit-Oriented Development Guidelines  
- New Orleans Livable Claiborne Communities Study  
- Transportation Action Plan for Urban Communities;  
Prince George's County, MD - DDOT Florida Ave. NEPA/  
Community Engagement; Washington, DC

## **Key Subject Matter Experts**

### **Lawrence Lewis, PE, AICP, LEED AP Transit System Planning Expert**

Mr. Lewis has 19 years of experience in the integration of transit, transportation and land use planning. He has worked on a wide variety of transit planning, multimodal corridor studies, TOD studies, traffic engineering, and urban design projects throughout the US. Laurence brings a unique blend of experience in the integration of transportation with issues such as urban design, land use, and environmental sustainability, and is skilled in stakeholder collaboration and public engagement.

**Education and professional affiliations:** MS, City and Regional Planning, University of North Carolina; BS, Civil Engineering, Princeton University; TCRP H-45, Livable Transit Corridors: Methods, Metric and Strategies, panelist (2011-present).

## **JAMIE HENSON TRANSIT SYSTEM PLANNING EXPERT**

Mr. Henson offers exceptional technical experience in transit and transportation planning. He has led the planning and environmental processes for major transit improvements, as well as research and mobility mapping efforts. He has advanced infrastructure projects by engaging federal, state and local stakeholders to generate consensus from the utilization and translation of robust technical analysis. He also provided leadership to the award-winning District Mobility tool, which vividly displays a combination of multimodal transportation performance metrics across the District of Columbia.

**Education and Professional Affiliations:** MCRP, Georgia Institute of Technology; MS, Civil Engineering, Georgia Institute of Technology; MS, Math Education, University of West Georgia; BS, Mathematics, University of West Georgia; TRB, Transportation and Land Development Committee

## **ALEK POCHOWSKI, PE TRANSIT SYSTEM PLANNING EXPERT**

Mr. Pochowski has a breadth of experience in developing multimodal transportation solutions, with special expertise in technology-enabled curb management strategies. Working with the DC Department of Transportation (DDOT), Alek has led the development of innovative transportation solutions that address complex demands, including leading the development and analysis of the parkDC performance parking initiative, an "asset-lite" approach to managing and enforcing curb activities (including parking, delivery, and transit.) He has evaluated multimodal opportunities between the White House and the Capitol. In Cambridge, Massachusetts, Alek developed the "Peanutabout" as a potential concept, which includes separated bike lanes at two closely spaced mini-roundabouts in a constrained urban area at the Inman Square intersection.

**Education and Professional Affiliations:** MS, Civil Engineering, Georgia Institute of Technology; MS, City and Regional Planning, Georgia Institute of Technology; BS, Civil Engineering, Iowa State University of Science and Technology; Young Professionals in Transportation, Past Member of the International Board of Directors; TRB Committee on Roundabouts

## **PAUL RYUS, PE TRANSIT SERVICE PLANNING EXPERT**

Mr. Ryus' 26 years of experience combines his practical work on multimodal projects in the US and abroad with his extensive research experience to develop creative solutions to difficult transportation challenges. He is the lead author of several national guidebooks published by the Transit Cooperative Research Program (TCRP), including the Transit Capacity and Quality of Service Manual and guidebooks on transit performance measurement, benchmarking, and bus preferential treatments on roadways. He also co-authored TCRP Report 116: Guidebook for Evaluating, Selecting, and Implementing Suburban Transit Services. His practical experience includes serving as project manager or project principal for numerous transit development and transportation system plans, conducting strategic transit service planning, and assisting transit agencies with developing performance measurement systems to improve their operations and accountability.

**Education and Professional Affiliations:** MS, Civil Engineering, Oregon State University; BA Physics, University of California, Berkeley; TRB Committee Chair - Transit Capacity and Quality of Service

## **JORGE BARRIOS, PE TRANSIT SERVICE PLANNING**

Mr. Barrios specializes in developing data-driven recommendations that can properly inform decision-making. He is skilled in Java and Python programming, web development (HTML, CSS), database programming (Access, PostgreSQL), Synchro, Traffix, and HCS+. Jorge has recently led the SR 436 transit alternatives analysis, where he developed a workflow for a trip routing engine that simulated the impact of the proposed alternatives on a trip-by-trip basis. Jorge has brought data together from many sources and presented it in a simple and concise manner to help study partners make informed decisions throughout the alternatives analysis process.

**Education and Professional Affiliations:** MS, Transportation Engineering, University of California, Berkeley; BS, Civil Engineering, University of Florida; National Science Foundation Graduate Research Fellowship Program 2010; Institute of Civil Engineers: Young Professional and Student Paper Competition 2012: First Place in a continental paper competition

## **PARIS RUTHERFORD TRANSIT ORIENTED DEVELOPMENT EXPERT**

For nearly 30 years, Paris Rutherford has had a consistent track record in the planning and development of market-leading mixed-use and urban residential redevelopment districts. His focus is on delivering profitable urban investment strategies that capitalize on the broader community's desire for Great Places as defined through design, market and social success. He has prepared successful strategies for hallmark destinations across the United States and was instrumental in the rejuvenation of urban communities in Dallas, Fort Worth, Houston, Phoenix, Los Angeles, Denver, Atlanta and other metropolitan areas through walkable urbanism. His work has received over 95 awards and been highlighted in such publications as the New York Times, Wall Street Journal, and Urban Land Magazine among others. He has spoken at such respected venues as the National Press Club, Urban Land Institute, American Planning Association and ICSC, and has been featured on national broadcasts such as CNBC's Closing Bell and PBS' News Hour.

**Education and Professional Affiliations:** Harvard University; University of Southern California

## **PATTY HURD, PE, AICP TRANSIT ORIENTED DEVELOPMENT EXPERT**

Ms. Hurd has 17 years of experience in place-based planning, complete streets policy and implementation, multimodal corridor planning and implementation, urban design, visioning, and context-sensitive solutions. She has extensive experience in developing context-based solutions that leverage community development plans and has facilitated public engagement events, including designing and implementing public involvement plans, organizing public involvement web sites, and running charrettes, public workshops, and stakeholder interviews.

**Education and Professional Affiliations:** MS, City and Regional Planning, University of California Berkeley; BS, Civil Engineering, Georgia Institute of Technology

# PROJECT APPROACH

This contract will be executed through a series of task orders, each of which must be able to contribute to DCTA's larger blueprint for becoming a MaaS-enabled mobility management agency. We recognize that the deliverables for each task order will serve as inputs to multiple efforts within DCTA, including (but not limited to): the DCTA Transformation Initiative, fare and operational policies, frameworks for managing public private partnerships (both as they relate to MaaS and Transit Oriented Development), short- and long-range capital programming, fleet management, grant-writing, and reporting to funding partners.

With this in mind, we will apply a standardized approach to managing and executing each task order, ensuring that their deliverables can be re-purposed to serve multiple requirements, and that the scope and budget for each task order is developed and executed in a manner that considers all potential impacts to DCTA and its mobility portfolio. Our approach will consist of five major elements:

## 1. Baselineing

At the kickoff to the contract, we envision a meeting between our team, DCTA management, and the team managing the Transformation Initiative to understand roles and responsibilities, establish formal lines of communications, and confirm how our efforts will support the larger DCTA strategy. As part of this effort, Kittelson would propose reviewing existing Key Performance Indicators and recommending additions or revisions that will allow DCTA to report both traditional and MaaS-related metrics to its stakeholders. The table below illustrates how KPIs DCTA reported in August 2018 could be modified or supplemented to account for MaaS-specific service characteristics.

EVOLVING KPIS

Category	Previous Metrics	Potential Metric	Rationale
<b>Safety and Security</b>	Bus: Accidents/100k miles  Rail: FRA Reportable Accidents	Security Issues Reported	Expand to capture security issues (physical and cyber) which may affect DCTA and MaaS services
<b>Ridership</b>	Ridership (Bus and Rail)	MaaS Ridership	Explicitly track MaaS ridership dynamics
<b>On-Time Performance</b>	On-Time % (Bus and Rail)	On-Time % MaaS	Explicitly track paratransit, demand-responsive, and rideshare performance
<b>Travel Time</b>	Not Applicable	Average Wait Times  Average Travel Times	Confirm whether MaaS strategies are making DCTA more responsive
<b>Customer Service</b>	Calls Received GORequest Entries/10k Boardings	API calls to MaaS apps	Track usage rates of MaaS-enabled services



By reaching a common understanding of how DCTA's goals are shifting to meet mobility needs (rather than just traditional transit needs), we will be able to tailor our approach to each task order to take advantage of the opportunities offered by DCTA's MaaS toolbox and explain these benefits to DCTA staff and stakeholders. We would envision reviewing these KPIs with DCTA staff and the Transformation Initiative on a quarterly basis to understand if any changes in performance should be addressed as part of ongoing or future task order work.

## 2. Scope Development

MaaS solutions are still in a fluid state of development, and their impacts to the public infrastructure are likely to evolve over the next five years. To address the complexity of integrating MaaS solutions into traditional transit planning, Kittelson will apply a task-force approach to scope development, where our Core Management Team will review each new request for services and identify what physical, technical, and operational issues need to be considered as part of the scope. This approach to scoping has been used successfully by our Project Manager on large, technically complex projects such as Metra's \$80M Positive Train Control program, where regular task force meetings ensured that the team considered how PTC installation, testing, and operations would affect passenger facilities, communications networks, and operations on a mix of public and privately transportation systems.

Within one business day of receiving a request to scope out a new task, Gibran will call together our Core Management Team to review the request and ensure that we have considered how it may affect systems planning, service planning, transit-oriented development and outreach efforts. Of equal importance, we will then review what existing MaaS capabilities and/or emerging technologies may be relevant to the task so that we understand the interfaces between established DCTA infrastructure, new MaaS features, and the communities to be served. At the outcome of the task force meeting, Gibran will identify the appropriate staff member to serve as Task Leader, then work with them to develop a scope and budget for submittal to DCTA.

## 4. Project Execution

All task orders issued under this contract will be managed directly by Project Manager Gibran Hadj-Chikh, who will ensure that we are meeting the schedule, adhering to the agreed upon budget, and providing high-quality deliverables to DCTA. Of equal importance, Gibran will also ensure that the work completed under each task order is consistent with DCTA's overall blueprint for mobility management. Gibran brings previous experience managing over 40 task orders for the Maryland Transit Administration as part of a single \$10 million contract. Gibran will assign a technical lead for each task order who will be responsible for executing the work and coordinating efforts of our technical team.

## 5. Reporting and Monitoring

Gibran will provide weekly updates to DCTA task managers and monthly reporting on the status of the overall contract. In addition to providing updates on schedule, budget, and % complete, the monthly report will also note if there have been any developments in technology that may affect the effectiveness or technical direction of work underway.

### Summary of Task Orders

The table below summarizes our initial thoughts on each of the task orders noted in the November 14th pre-bid conference, including recommendations on key issues to address and staff we would assign to support.

TASK	KEY ISSUES	VALUE OF THE KITTELSON TEAM	KEY STAFF
<b>Transformation Initiative Support</b>	<p>Understanding how mobility management will affect service on the ground; translating that into impacts to DCTA policies, operations, and cost model</p> <p>Developing mobility-focused KPIs for tracking progress towards mobility management model</p>	<p>Previous experience with Digital Transformation of \$3B urban infrastructure company</p> <p>2019-issue research on integration of emerging technologies into agency strategies</p> <p>Local understanding of DCTA and its stakeholders</p>	Gibran Hadj-Chikh (lead) Abby Morgan Kristen Joyner
<b>Long-Range Service Plan Update</b>	<p>Understanding of regional long range planning framework</p> <p>Understanding long-range impacts of MaaS implementation on fleet requirements, capital program, and Title VI requirements for service coverage</p> <p>Developing roadmaps for short- and long-term development of services and facilities in service zones and corridors</p>	<p>Experience developing long range transit plans across range of urban and rural areas</p> <p>Local experience working with DCTA on plans to extend A-train service</p> <p>Local experience with system and service planning for DCTA regional partners (DART, VRE)</p>	Susan Wright (lead) Tim Crobons Tom Ryden Paul Ryus Laurence Lewis
<b>MaaS Deployment Strategy Development</b>	<p>Defining criteria where new MaaS offerings create "tipping points" for transforming service delivery strategy</p> <p>Understand how to integrate MaaS into traditional system and service planning frameworks</p>	<p>Experience working with and assessing DCTA technology partners (including Lyft, Via, Ford Mobility, and Swiftly)</p> <p>Client-side experience implementing micromobility programs</p> <p>Experience implementing multimodal curb management programs</p>	Gibran Hadj-Chikh (lead) Abby Morgan Jamie Henson Veronica McBeth
<b>Model TOD Code</b>	<p>Maximizing potential to generate revenue from DCTA stations and adjoining land uses</p> <p>Understanding local land planning and development policies, environment</p> <p>Developing TOD codes applicable to multiple scales (mobility hubs, commuter rail stations, intermodal facilities)</p>	<p>Local experience with the development community</p> <p>National experience working with major developers (including CostCo and major resorts)</p> <p>Experience developing TOD programs for existing commuter rail systems</p>	Jane Lim-Yap (lead) Paris Rutherford Mary Raulerson Yolanda Takesian

# PAST PERFORMANCE & REFERENCES

In the past 60 months, Kittelson has begun a transformation intended to make our planning and design services more relevant to agencies looking to embrace the opportunities offered by MaaS and related disruptions to the transportation market. We have undertaken five Strategic Growth Initiatives in the areas of Data Analytics, Autonomous Vehicles, Smart Cities, Safety, and Complete Streets and have made strategic hires to pursue work in these areas. The projects referenced below represent a sample of the type of work we have undertaken in these areas, as well as those related to work requested by DCTA under this contract.

## SR436 Transit Corridor Study

Orlando, Florida

### Firms Representatives on Project/Key Staff Involved

Mary Raulerson (Principal), Jane Lim-Yap (Project Manager), and Jorge Barrios (Senior Engineer)

### Location of Office that Managed Project

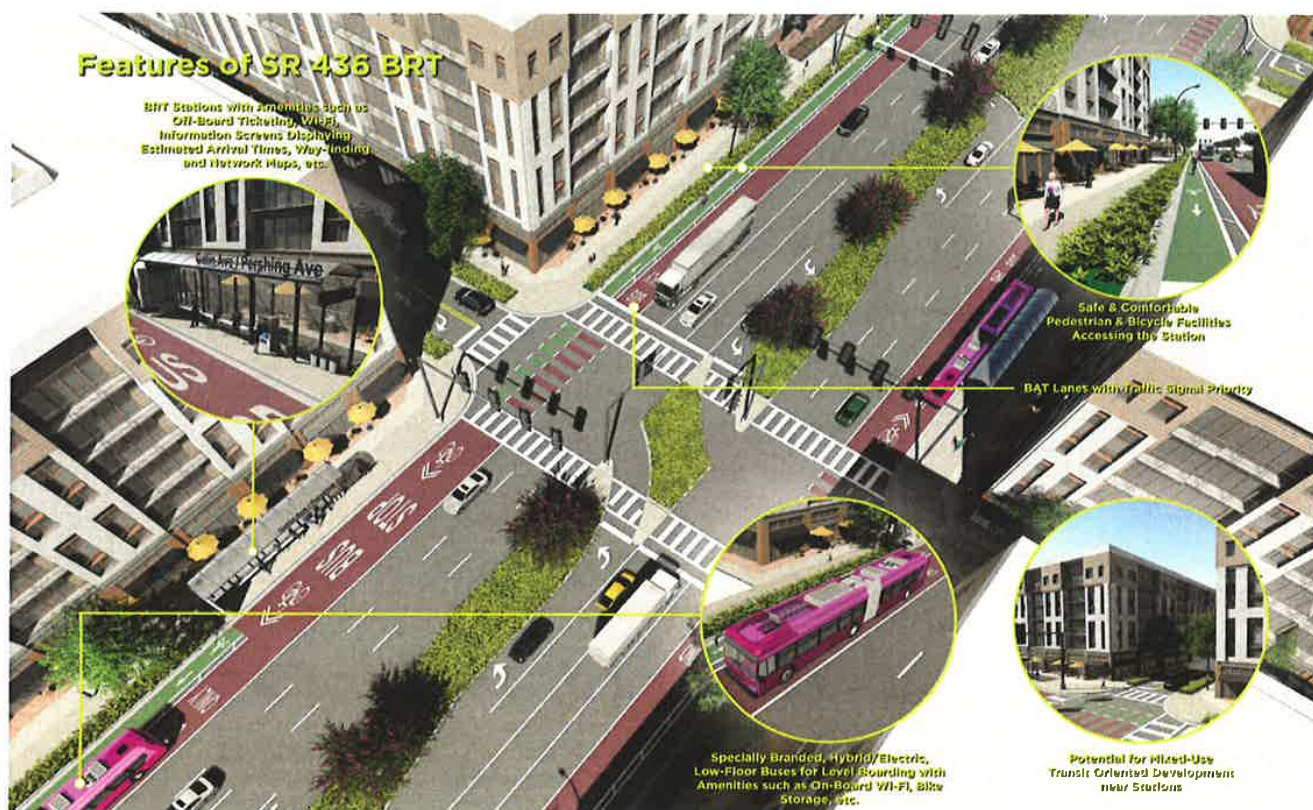
Orlando, FL

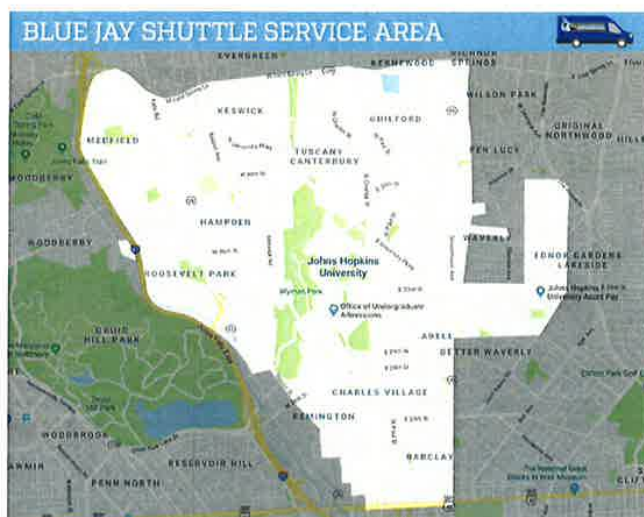
### Client Name, Title, Address and Phone Number

Myles O'Keefe  
Senior Planner  
Lynx  
455 North Garland Avenue  
Orlando, FL 32801  
407-254-6076

## Relevance to this Contract

- / *Transit System Planning: Corridor analysis including ridership forecasting, station planning, and multimodal connectivity*
- / *Innovative Service Delivery/Transit Service Planning: use of open-source data formats and software to build a trip-routing engine to simulate the impact of the proposed alternatives on a trip-by-trip basis*
- / *Public Involvement and Stakeholder Relations: Led working group to examine health, social, economic, and environmental impacts of transit alternatives on affected communities in seven local jurisdictions*





## John Hopkins University Hospital Saferides Evaluation

Baltimore, Maryland

**Firms Representatives on Project/Key Staff Involved**  
*Veronica McBeth (Associate Planner)*

**Location of Office that Managed Project**  
*Baltimore, MD*

**Client Name, Title, Address and Phone Number**  
*David McDonough  
Senior Director  
Johns Hopkins University Hospital  
1101 East 33rd Street, Suite E100  
Baltimore, MD 21218  
410-516-8767*

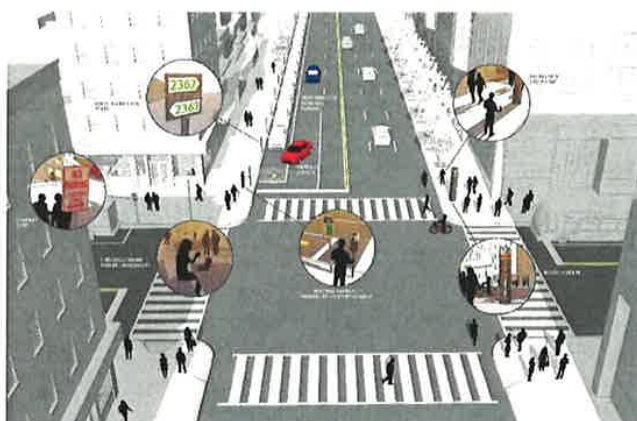
### Relevance to this Contract

- / Innovative Service Delivery: evaluated effectiveness of a partnership with a Transportation Network Company
- / Transit Service Planning: applied transit service performance metrics to evaluate effectiveness of a MaaS solution

### DESCRIPTION

Johns Hopkins Medical Institutions (JHMI) created SafeRide, an on-demand transportation service that directly pays for Lyft rides for participants. The purpose of the project was to provide an evaluation of service and operations of the SafeRide program and to provide recommendations, analysis, and near-term changes to address the unexpectedly high cost of the program while meeting as many of the program's goals (secure, reliable, and convenient point-to-point transportation) and objectives as possible.

Kittelson's evaluation is intended to provide Johns Hopkins with direction regarding enhancements to its existing services and recommendations for long-term planning to address expanded ridership, financial sustainability, and varied transportation options to address increasing ridership needs. This phase will provide Johns Hopkins with a better understanding of potential service change options and their potential impacts on operating cost, quality of service, and ridership.



## ParkDC Demand-Based Parking Pricing

Washington, DC

**Firms Representatives on Project/Key Staff Involved**  
*Gibran Hadj-Chikh (Senior Principal Planner) Jamie Henson (Associate Planner) and Alek Pochowski (Project Manager)*

**Location of Office that Managed Project**  
*Washington, DC*

**Client Name, Title, Address and Phone Number**  
*Soumya S. Dey  
Associate Director, Transportation Operations  
District Department of Transportation  
55 M Street, SE, suite 400, 4th Floor  
Washington, DC 2003  
202-671-1369*

### Relevance to this Contract

- / Innovative Service Delivery: Direct experience developing, implementing, and analyzing curb management strategies that can integrate with local transit services and multiple MaaS solutions

### DESCRIPTION/BRIEF NARRATIVE

Kittelson worked with the District Department of Transportation (DDOT) to plan and implement a demand-based parking pricing system in the Penn Quarter and Chinatown neighborhoods of Washington, DC. The pilot initiative was used as a



## The National Academies of Sciences, Engineering and Medicine (NCHRP) - Report 118

Washington, DC

### Firms Representatives on Project/Key Staff Involved

Abby Morgan (Senior Engineer)

### Location of Office that Managed Project

Washington, DC

### Client Name, Title, Address and Phone Number

Andrew C. Lemer, PhD  
Transportation Research Board  
The National Academies of Sciences,  
Engineering and Medicine (NCHRP)  
500 Fifth Street, NW  
Washington, DC 20001  
202-334-397

## Relevance to this Contract

- / Innovative Service Delivery: leading research in how MaaS and related technologies will affect transportation and land use planning

## DESCRIPTION

Kittelson wrote the first national guidebook for state DOTs and local agencies on the impacts that transformational technologies have on land use and transportation for NCHRP Project 08-117. This guidebook helps agencies include new technologies in infrastructure investment and long-range planning decision making. The assessed technologies include: CAVs, MaaS, drones, micromobility (including bikeshare and e-scooters) and e-commerce.

Kittelson's work included a literature review on these impacts and a one-day workshop with leading transportation decision-makers and industry experts to

identify appropriate planning and local policy actions that promote the beneficial effects of transformational technologies and reduce potential adverse effects. This project focused on urban as well as rural land use and transportation impacts.

Kittelson's work on this research program has given it insight as to the risks and opportunities associated with each of the technologies being considered by DCTA. This will allow us to integrate an appropriate technology strategy into each task order executed under this contract.

## USDOT Connected Vehicle Pilot Deployment

New York City, NY, Wyoming and Tampa, FL

### Firms Representatives on Project/Key Staff Involved

Abby Morgan (Senior Engineer)

### Location of Office that Managed Project

Oakland, CA

### Client Name, Title, Address and Phone Number

Kevin Balke  
System Reliability Division  
Texas A & M University  
Gilchrist, Room 160  
College Station, TX 77843  
979-845-9899

## Relevance to this Contract

- / Innovative Service Delivery: Responsible for conducting current evaluations of USDOT-funded connected vehicle pilots covering a range of use cases and operating environments.

## DESCRIPTION

Kittelson was responsible for providing independent review for the US Department of Transportation's (USDOT) Connected Vehicle (CV) Pilot Deployment Program, a national effort to design, deploy, and test state-of-the-art, vehicle-to-vehicle (V2V), vehicle-to-infrastructure (V2I), and mobile device CV applications. Kittelson was responsible for developing the analysis, modeling, and simulation (AMS) plans for each of the three pilot deployments:

- / New York City, NY: New York City is evaluating CV applications on vehicles in the largest bus fleet in the United States. CV applications to be tested in NYC include V2V safety; V2I/I2V safety; and V2I/I2V pedestrians.
- / Wyoming I-80: The Wyoming Connected Vehicle Pilot aims to reduce the impact of diverse weather on travel along the 402-mile-long I-80 corridor in Wyoming by deploying several CV applications to support advisories, roadside alerts, and dynamic travel guidance for freight and passenger vehicles.

# OTHER RELEVANT EXPERIENCE

In addition to this recent work, the following pages summarize other relevant project experience Kittelson has developed that will support the planning efforts under this contract.

## MARYLAND TRANSIT ADMINISTRATION BUS RAPID SYSTEM #355 Montgomery County, Maryland

### Summary/Description of Work

Kittelson assisted the Maryland Transit Administration and Montgomery County, Maryland's Bus Rapid Transit Corridor Studies initiative leading engagement of the MD 355 two Corridor Advisory Committees for the 12 mile corridor between Bethesda and Clarksburg. Kittelson staff facilitators led communications with members, tracked issues raised and advised on communications and presentations. They also developed interactive exercises for each of the groups' meetings to give participants the opportunity to apply their knowledge to the analytical concepts and findings presented by the study team. This work helped to build the team's understanding of the corridor from a user and resident perspective and helped members contribute meaningfully to the development of emerging BRT concept alternatives. The work recently won a National Association of Counties award for community engagement.



## FORT LAUDERDALE TRANSIT ORIENTED DEVELOPMENT STUDY

Fort Lauderdale, Florida

### Summary/Description of Work

Kittelson is working on the Next Stop Fort Lauderdale Planning Study, a transit-oriented development (TOD) study funded by the Federal Transit Administration and a key step in advancing the City's vision. The Fast Forward Fort Lauderdale Vision stated that neighbors wanted a multimodal community where there was choice on how to get around by car, transit, bicycle or walking.

Kittelson led a team of experts exploring mechanisms that the city can use to foster walkability, connectivity, and livability. The goal has been to provide the City with guidance to create these livable and accessible places where people can live, work and play. The team engages with key community groups and public and private stakeholders through various methods to gather meaningful input as part of a comprehensive engagement process.

The outcomes of this study will provide the city with various tools to address multimodal street prioritization, land development regulations, market supply and affordable housing, transportation demand, and interagency coordination challenges within the planning area.

## M-NCPPC TRANSPORTATION ACTION PLAN FOR URBAN COMMUNITIES

Prince George's County, Maryland

### Summary/Description of Work

Kittelson led an interdisciplinary team to create a comprehensive set of strategies for the North County Transportation Action Plan in Prince George's County, Maryland. The area includes University of Maryland at Baltimore, University of Maryland College Park, and M Square/Discovery District stations and is situated between Langley Park and Riverdale Park Purple Line stations. Similarly to the New Carrollton Station, the area is a major regional job destination and is served by Metrorail and MARC commuter rail, albeit along CSX's freight track, which creates a major barrier with few crossings. An integrated suite of transportation, land use, parking management, and development review strategies has been designed to leverage existing Metrorail and Purple Line station areas so imminent development and densification brings needed infrastructure, right-sized parking, and more efficient transit options to the growing numbers of residents, employees, and visitors within this constrained and congested roadway network.

The study integrates the plans and policies of the County; four municipalities, including Hyattsville and College Park; and the main campus of the University of Maryland. The team's Action Plan is providing a series of strategies designed to enable a major shift of local trips away from the private automobile, which include a priority set of near-term actions to complete the active transportation network, an increase in the walkability of new development, improvements to bus transit service connectivity, management of parking supply, and coordination of the public and private efforts of the many factors working and investing in the study area. The study team engaged municipal, transit provider, non-profit and University decision-makers, as well as developers, County and State officials, and agency partners to create an Action Plan that positions each of these entities to understand and enable the decisions needed to harness change toward a shared vision.



## SW RIVERFRONT TO GEORGIA AVE STREETCAR STUDY

Washington, DC

### Summary/Description of Work

Kittelson led the Alternatives Analysis at up to 125 signalized intersections in the 10-mile study corridor, including a detailed bus service impact analysis, bus route planning, bicycle and pedestrian safety analysis, public engagement, and detailed traffic simulation. Much of the analysis focused on multimodal traffic operational issues and areas of conflict due to the introduction of streetcar onto Georgia Avenue NW and other key corridors in Washington, DC. The analysis included existing, no-build, and three Alternatives for Opening Year and 2040 conditions, while considering a range of options, including mixed-traffic streetcar, dedicated transit lanes, center running streetcars, and curbside streetcar lanes. A range of transit priority treatments were considered for bus and streetcar operations, including dedicated transit lanes, queue jumps, transit signal priority, off-board fare collection, and strategies for more streamlined boarding and alighting.

- / A detailed site inventory and data collection on nearly 40 miles of city streets
- / A volume, speed, and vehicle classification evaluation
- / Volume development using MWCOC's travel demand model
- / Intersection operations analysis and simulation at approximately 125 signalized intersections for up to three alternatives and nine scenarios (Existing, Opening Year, and 2040)
- / A bus service impact analysis
- / A multimodal safety evaluation
- / A bicycle and pedestrian impact evaluation
- / Participation in three public meetings



## **SR50 TRANSIT CORRIDOR STUDY (PUBLIC INVOLVEMENT & STAKEHOLDER RELATIONS)**

**Orlando, Florida**

### **Summary/Description of Work**

Kittelson led the multidisciplinary team in conducting the SR 50 / UCF Connector Alternatives Analysis. The SR 50 Corridor between the western county line to SR 434 and up to UCF forms a key economic lifeline of the region, with 130,000 jobs and several activity centers. It serves the country's second largest university (UCF), Orlando's Downtown, a growing college, other business centers, regional malls, and a hospital. SR 50 is also a key regional transportation link serving the highest performing transit routes and connecting to the new SunRail Commuter Rail.

Through this project, the Kittelson team not only gained an understanding of the transit environment and potential in the Orlando region, but integrated the needs of existing transit users (largely transit-dependent) with the needs of future transit riders and the goals of communities and private sectors. This study became a catalyst for energizing an emerging neighborhood of young professionals and pioneer developers (Mills50 group) and challenged transit as a key factor of re-inventing an aging suburban corridor. It prompted challenging yet necessary dialogue among LYNX, FDOT, and the municipalities, about balancing the vehicular capacity to accommodate transit, and pedestrian and bicycling mobility.

The study provided a clear understanding of the transit demand, the range of potential solutions, and concluded with a proposed Bus Rapid Transit (BRT) line as the locally preferred solution for addressing the corridor's transit needs.

The Kittelson Team worked with LYNX to balance all the needs along the Corridor and to think outside the box on short-term and implementable solutions for a growing Corridor. This project will prepare the region for the eventual BRT expansion to UCF (connecting it to downtown Orlando) and further the momentum of premium transit in the region. At the same time, the Kittelson team planned a very cost effective first segment of the project from Powers Drive to Goldenrod Road, having a projected ridership of 14,300 riders/day, costing \$36 million in capital cost, \$2 million/year in operation and maintenance cost, and saving 7 minutes per average trip.

Following the successful completion of the SR 50 AA and the selection of BRT as a locally preferred alternative, Kittelson was contracted by MetroPlan Orlando to conduct the first transportation Health Impact Assessment (HIA) in the region. The goal of the SR 50 HIA was to help inform decision makers, planners, community members, and other stakeholders about the likely health, social, economic and environmental impacts associated with the proposed SR 50 BRT service. Kittelson directly connected the goals and outcomes of the SR 50 AA to potential health-related outcomes through a research-driven process, partnering with UCF to research the linkages between health and multimodal planning. The study included analyses of the potential changes in community physical activity levels, job access, housing and transportation costs, traffic safety, education access, and access to healthy foods. The Study concluded with a list of policy, system, and corridor-level recommendations for various public agencies and community organizations to implement in the short and long-term.

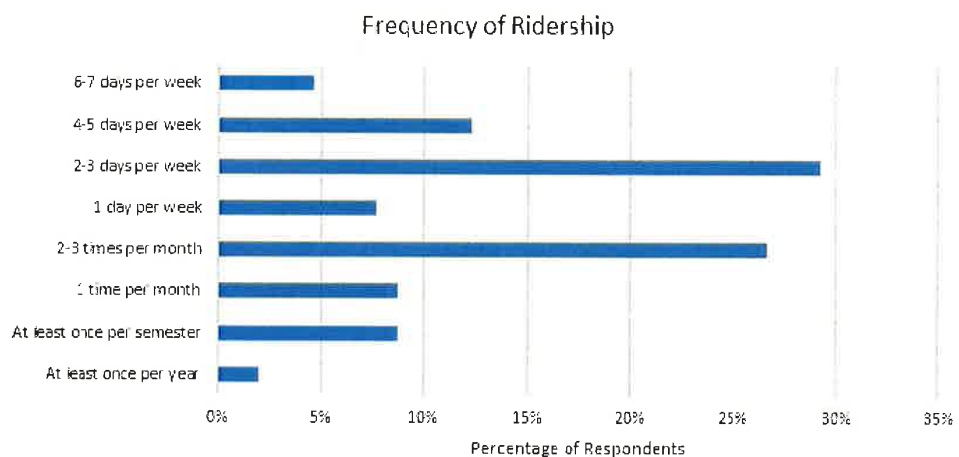
## COLLEGETOWN NETWORK SHUTTLE EVALUATION

### Baltimore, Maryland

#### Summary/Description of Work

The Baltimore Collegetown Network (BCN) works with local colleges, businesses, government, and community leaders to market Baltimore as a vibrant place to live and learn. One of BCN's key initiatives is the Collegetown Shuttle, which connects college students to shopping, cultural amenities, and other local colleges and universities. The Collegetown Shuttle currently serves six (6) local colleges (Goucher College, Towson University, College of Notre Dame of Maryland, Loyola University, The Johns Hopkins University, and MICA) and serves over 80,000 riders annually. In November 2010, Kittelson led a study to review and analyze existing shuttle service operations and recommended modifications to improve operations (e.g. headway, span of service, hours of operations, etc.). Furthermore, Kittelson provided guidance on potential route options to Morgan State University, maximizing convenience and efficiency. Specific route options included splitting the current route into various loop options, terminating the route at Penn Station, and adding a new shuttle to connect Morgan State University to the remainder of the system.

In 2018, JHU contacted Kittelson again to conduct an analysis to evaluate the existing Collegetown shuttle service operations and provide guidance on route options that will maximize convenience and efficiency. Additions or subtractions of service routes to the network are being reviewed along with whether other universities will benefit from being added. Data Analysis from those being service is being used to recommended improvements.



# PRICING

The table below summarizes our pricing by labor category. Labor category rates include a 3% escalation as rates will be locked for the initial three-year term.

We take a strategic approach in developing project teams, capitalizing on senior expertise while still incorporating staff often across multiple staff categories. This helps ensure key objectives are met while remaining cost-effective. As part of the scoping process for task orders, we will develop individual project teams and have resumes available for any staff additions.

Labor Category	Staff Included	Fully Loaded Rate
PROJECT MANAGER	Gibran Hadj-Chikh	\$320
SENIOR PRINCIPAL PLANNER	Mary Raulerson	\$277
PRINCIPAL PLANNER	Jane Lim-Yap, Yolanda Takesian, Susan Wright, Paul Ryus, Laurence Lewis	\$234
ASSOCIATE PLANNER	Jamie Henson, Patty Hurd, Veronica McBeth, John Paul Weesner	\$204
SENIOR ENGINEER	Abby Morgan, Jorge Barrios, Alek Pochowski	\$173
ENGINEER/PLANNER	Like Liu	\$134
TRANSPORTATION ANALYST	TBD	\$112
TECHNICIAN I	TBD	\$92
TECHNICIAN II	TBD	\$113
SENIOR TECHNICIAN	TBD	\$136
ASSOCIATE TECHNICIAN	TBD	\$162
DATA ANALYST/SOFTWARE TECHNICIAN	TBD	\$73
DATA SCIENTIST/DEVELOPER	TBD	\$173
SENIOR DATA SCIENTIST/DEVELOPER	TBD	\$200
PRINCIPAL DATA SCIENTIST/DEVELOPER	TBD	\$266

# APPENDIX

See the following pages you can find all required forms completed and signed.

Denton County  
Transportation Authority



**SOLICITATION OVERVIEW AND ENDORSEMENT**

<b>SOLICITATION No./TYPE</b>	20-02 Request for Proposals		
<b>TITLE</b>	Transit and Transportation Planning Services		
<b>PROCUREMENT SCHEDULE</b>	Dates and times are subject to change, any changes will be issued by addenda.		
<b>PRE BID/PROPOSAL MEETING DATE</b>	November 14, 2019 10:00 am CST	<b>PRE BID/PROPOSAL MEETING LOCATION</b>	1955 Lakeway Drive Suite 260 Lewisville, TX 75057
<b>QUESTIONS DUE</b>	November 21, 2019 by 5:00 pm CST	<b>RESPONSES TO QUESTIONS RELEASED</b>	November 27, 2019 by 5:00 pm CST
<b>DUE DATE/TIME</b>	December 10, 2019 at 3:00 pm CST		
<b>QUESTIONS/ CLARIFICATIONS</b>	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		
<b>ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO</b>	Sarah Martinez <a href="mailto:procurement@dcta.net">procurement@dcta.net</a> or submitted via BidSync at <a href="http://www.bidsync.com">www.bidsync.com</a>		
<b>RECEIPT OF BID/PROPOSAL</b>	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  <b>Bid/Proposal packages received after the due time and date shall not be considered and will be returned unopened.</b> 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.		
<b>ACCEPTANCE PERIOD</b>	<b>BIDS/PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE</b>		
<b>DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM</b>	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 <a href="http://www.dcta.net">www.dcta.net</a>		
<b>DBE GOAL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal 0%		
<b>DAVIS-BACON AND COPELAND ANTI-KICKBACK</b>	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).		
<b>CERTIFIED PAYROLL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
<b>BID/PROPOSAL ENDORSEMENT</b>	<b>TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY</b>		
<b>BUSINESS NAME</b>	Kittelson & Associates, Inc.		
<b>CONTACT NAME</b>	Adam Burghdoff, PE	<b>TITLE</b>	Associate Engineer
<b>TELEPHONE</b>	407-373-1116	<b>EMAIL</b>	aburghdoff@kittelson.com
<b>ADDRESS</b>	20 West Kinzie Street, 17th Floor Chicago, IL 60654		
<b>SIGNATURE</b>			<b>DATE</b>
			December 10, 2019



DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

November 26, 2019

**ADDENDUM NO. 1**

**RFP 20-01**

**Transit and Transportation Planning Services**

**Changes:**

1. Delete and replace first sentence of second paragraph of Proposal Submittal Information section of RFP with the following:

The respondent shall submit one (1) signed hardcopy original, four (4) hardcopies and one (1) electronic copy (USB Flash Drive) of the proposal in the described proposal format.

**Attachments:**

- 1) Q&A Spreadsheet

***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.***

A handwritten signature in black ink, appearing to read "Sarah Martinez".

Sarah Martinez,  
Director of Procurement, CPPB

A handwritten signature in blue ink, appearing to read "Adam Burghdoff".

Acknowledged by Kittelson & Associates, Inc./Adam Burghdoff, PE Date: December 10, 2019  
Firm/Representative

**BIDDER'S QUESTIONNAIRE**

1. Name of Contractor ("Business", herein)  
Kittelton & Associates, Inc.

2. Doing Business As (other business name if applicable)

3. Federal Tax ID Number  
93-0964447

4. Business Mailing Address (include City/State/Zip Code)  
20 West Kinzie Street, 17th Floor, Chicago, IL 60654

5. Business Email Address  
www.kittelton.com

6. Business Telephone Business Fax Number  
410.949.5308

7. Business Type  
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture

8. Number of Years in Business  
34

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 Adam Burghdoff, PE  
Title Associate Engineer  
Signature of Owner   
Date December 10, 2019  
Email Address aburghdoff@kittelton.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, Adam Burghdoff, PE (Name of certifying official), the Assoc. Engineer (title or position of certifying official) of Kittelson & Associates (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

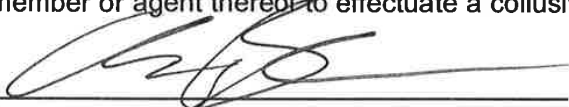
Title: Associate Engineer

Date: December 10, 2019

## NON-COLLUSION AFFIDAVIT

*This affidavit must be completed and submitted with the bid/proposal*

The authorized representative for bidder/proposer, Kittelson & Associates, Inc., 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

Adam Burghdoff, PE, Associate Engineer


Name and Title of Authorized Company Representative

December 10, 2019

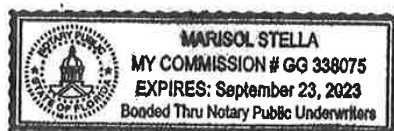
Date

Subscribed and sworn to before me on 12/9/19 (Date)

(Notary Seal)



Signature Notary Public



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

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

December 10, 2019

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:

Denton County  
Transportation Authority

**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 Kittelson & Associates, Inc.

Name and Title of Contractor's Authorized Official Adam Burghdoff, PE - Associate Engineer

Signature  Date December 10, 2019

## LOBBYING RESTRICTION CERTIFICATION

*This certification must be completed and submitted with the proposal*

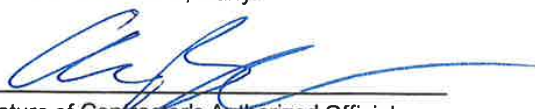
The undersigned Contractor, Kittelson & Associates, Inc., certifies, to the best of his or her knowledge and belief, that:

- (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, Kittelson & Associates, Inc., 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

Adam Burghdoff, PE, Associate Engineer

Name and Title of Contractor's Authorized Official

December 10, 2019  
Date

## Board of Directors Memo

February 27, 2020

SUBJECT: Consider Approval of City of Denton Trail Maintenance Agreement

### **Background**

Following completion of various segments of the rail trail, DCTA has a standard practice to have maintenance agreements with the local jurisdictions along the rail trail corridor. An eight-mile section of the hike and bike trail is located within the jurisdiction of the City of Denton, from the Downtown Denton Transit Center to Swisher Road.

### **Identified Need**

The Denton Branch of the Rail Trail was completed in 2011 during the A-train construction. The City of Denton has maintained the trail adjacent to the rail right-of-way through an informal agreement. DCTA and the City of Denton have determined a need for an interlocal agreement to formally identify responsibilities for trail maintenance and related safety protocols.

### **Financial Impact**

There is no financial impact to the budget.


### **Recommendation**

Staff recommends the Board of Directors authorize the CEO to execute an Interlocal Agreement with the City of Denton for trail maintenance.

### **Exhibits**

Exhibit 1 – City of Denton Interlocal Cooperation Agreement

Submitted By:



Ann Boulden, Director Capital Development

Approval:



Raymond Suarez, Chief Executive Officer

STATE OF TEXAS	§	
	§	INTERLOCAL COOPERATION AGREEMENT
COUNTY OF DENTON	§	

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into by and between Denton County Transportation Authority, a coordinated county transportation authority created under Chapter 460 of the Texas Transportation Code (“DCTA”) and the City of Denton, a Texas home rule municipality (“Denton”)(collectively referred to as the “Parties” and individually as “Party”), acting by and through their authorized representatives.

### RECITALS

**WHEREAS**, pursuant to that certain *Transportation and Access Agreement and Easement* dated and effective May 25, 2010, (“the DART Agreement”) between DCTA and DART, DCTA is operating, and maintaining a public rail transportation system within the former Missouri-Kansas-Texas rail corridor from Mile Post 742.42 in the City of Carrollton, Texas, to Mile Post 721.53 in the City of Denton, Texas, (“the DCTA Corridor”) which is presently owned by DART; and

**WHEREAS**, pursuant to agreements between and/or among DCTA, DART, and Dallas, Garland & Northeastern Railroad (“Railroad”), both passenger and freight railroad operations are occurring on the DCTA Corridor; and

**WHEREAS**, pursuant to the Quitclaim (as defined below) Denton reserved for itself, and was granted by DART, the Denton Easements (as defined below); and

**WHEREAS**, the Quitclaim requires Denton to comply with all safety related provisions of the Federal Railroad Administration and reasonable safety related requirements of DART and DART’s assignees with respect to Denton’s presence in the DCTA Corridor; and

**WHEREAS**, DCTA is one of DART’s assignees under the Quitclaim by virtue of the DART Agreement; and

**WHEREAS**, DCTA and Denton desire to establish certain agreements with respect to the conduct of their respective operations within the DCTA Corridor; and

**WHEREAS**, no real property interest is being transferred by this Agreement, and the Parties agree that this Agreement does not amend, alter, limit, or modify the Quitclaim, and all terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties pursuant to the Quitclaim remain in full force and effect; and

**WHEREAS**, the Parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act (“Act”), Chapter 791, Texas Government Code;

**NOW THEREFORE**, for and in consideration of the promises and the mutual covenants set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **Article I Purpose**

The purpose of this Agreement is to evidence the Parties' agreement regarding establishing cyclical and preventative maintenance on the Denton Easements.

## **Article II Definitions**

For purposes of this Agreement, the following terms, phrases and words shall have the meanings given herein unless the context clearly indicates otherwise:

"DART" shall mean Dallas Area Rapid Transit, a regional transportation authority created pursuant to Chapter 452 of the Texas Transportation Code.

"The DART Agreement" shall have that meaning given in the recitals above.

"DCTA" shall mean the Denton County Transportation Authority, acting by and through its President.

"Denton" shall mean the City of Denton, Texas.

"Denton Easements" shall collectively mean the Adjacent Facility Easement, the Trail Easement, the Utility Easement, the Street Easement, and the Water Line Easement.

"Effective Date" shall mean the last date of execution hereof.

"Expiration Date" shall mean the 11:59 p.m. of the day immediately prior to the anniversary of the Effective Date.

"Flaggers" shall mean employees or contractors of DCTA employed or engaged (whichever is applicable) to protect DCTA's interest while work is being conducted in the DCTA Corridor and who have been determined by DCTA to be knowledgeable and qualified to perform flagging duties within the DCTA Corridor in accordance with DCTA's operating and safety rules.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts or omissions of the party), fires, explosions, rain or other weather delays, floods, strikes, slowdowns or work stoppages.

“The Quitclaim” shall mean that certain Quitclaim from Denton to DART dated March 9, 2010, filed as Instrument No. 2010-43179 in the Official Public Records of Denton County, Texas.

“The Adjacent Facility Easement” shall have the meaning given to that phrase in the Quitclaim.

“The Pedestrian Trail” shall have the meaning given to that phrase in the Quitclaim.

“The Street Easement” shall have the meaning given to that phrase in the Quitclaim.

“The Trail Easement” shall have the meaning given to that phrase in the Quitclaim.

“The Trail Property” shall have the meaning given to that phrase in the Quitclaim.

“The Utility Easement” shall have the meaning given to that phrase in the Quitclaim.

“The Water Line Easement” shall have the meaning given to that phrase in the Quitclaim.

### **Article III Term**

3.1 The term of this Agreement shall begin on the Effective Date, and shall continue until the Expiration Date, unless sooner terminated as provided herein; provided, however, this Agreement shall be automatically renewed for periods of twelve (12) months each unless terminated by either Party by providing six (6) months’ notice to the other Party.

3.2 This Agreement may be terminated by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof.

3.3 Notwithstanding Section 3.1, above, this Agreement shall terminate upon the termination of the DART Agreement unless DART accepts an assignment and assumption of this Agreement.

### **Article IV Responsibilities**

4.1 DCTA acknowledges that the Quitclaim provides that the Pedestrian Trail may be fenced, or caused to be fenced, by DART, at the sole cost and expense of DCTA, in order to separate the Pedestrian Trail from DCTA’s transportation facilities. Denton acknowledges that DCTA has, as of the Effective Date, completed the construction of such fencing (the "Primary Fencing"), a depiction of the Primary Fencing is attached hereto as Exhibit "B" and incorporated herein for all purposes.

4.2 With respect to the repair and maintenance of the DCTA Corridor, DCTA and Denton agree as follows:

- a. Subject to Section 4.3, below, DCTA will provide fence maintenance to the Primary Fencing that separates the rail corridor from the Trail Property.
- b. Denton employees, agents, and contractors, shall not enter into any portion of the DCTA Corridor on the rail side of the Primary Fencing due to proximity to the active DCTA rail unless Denton provides two (2) weeks' notice to DCTA or in the case of emergency, as reasonably determined by Denton, by providing notice to DCTA as soon as reasonably practicable prior to entering.
- c. DCTA shall maintain the area of the DCTA Corridor on the rail side of the Primary Fencing, which shall include mowing, trash and debris removal, herbicide and pesticide applications, tree trimming, signage installation and maintenance, drainage and erosion maintenance, bridge and railing maintenance, from the Primary Fencing to the western property edge of the DCTA Corridor.
- d. DCTA shall conduct maintenance and graffiti removal of all sound walls as depicted on Exhibit "A".
- e. DCTA agrees to provide five (5) days' prior notice or, in the case of emergency, as reasonably determined by DCTA, by providing notice to Denton as soon as reasonably practicable prior to entering and coordinate with Denton's Parks and Recreation Department when any maintenance of DCTA's rail facilities will require the use of the Trail Property for access.
- f. DCTA shall conduct structural maintenance of any control device, buildings, signage, or other physical structure that exists for the express purpose of the DCTA rail service along the DCTA Corridor.
- g. Denton shall be responsible for operating and maintaining the Trail Property which shall include mowing, trash and debris removal, herbicide and pesticide applications, tree trimming, signage installation and maintenance, drainage and erosion maintenance, bridge and railing maintenance, maintenance to fences that are adjacent to pedestrian hazards such as areas preceding a significant change in topography or near the transition of the trail to a pedestrian bridge.
- h. Subject to Section 4.4, below, Denton shall be responsible for conducting structural maintenance on trail base and surfaces, bridge repair related to the Pedestrian Trail.
- i. Denton shall perform all special event administration and support services for City-sponsored or permitted activities on the Pedestrian Trail and shall notify DCTA not less than ten (10) days prior to the date of such events that the events will be occurring.

- j. Denton shall, through its various departments, coordinate with DCTA when performing maintenance and operation of traffic control, signage, paint striping and similar activities related to the Pedestrian Trail.

4.3 Denton, its employees and its contractor shall use reasonable care to avoid damaging any existing buildings, equipment and vegetation on or about the DCTA Corridor and any adjacent property owned by or under the control of DCTA and/or DART. If the failure to use reasonable care by Denton, its employees or contractor results in damage to the DCTA Corridor or such adjacent property (other than personal property owned by Denton), Denton and/or its contractor shall immediately make an appropriate replacement or repair the damage at no cost or expense to DCTA or DART. If Denton or its contractor fails or refuses to make such replacement, DCTA shall have the right, but not the obligation, to make or affect any such repair or replacement at the sole cost and expense of Denton, which cost and expense Denton agrees to pay to DCTA upon written demand. Denton shall require that the work and activities associated within the DCTA Corridor shall be conducted in such a manner and at such times to not endanger or interfere with the operation of DCTA or any railroad, and in accordance with the regulations and instructions of DCTA and the Railroad.

4.4 DCTA, its employees and its contractor shall use reasonable care to avoid damaging any existing buildings, equipment and vegetation owned by Denton on or about the DCTA Corridor and any adjacent property owned by or under the control of Denton. If the failure to use reasonable care by DCTA, its employees or contractors results in damage to the Pedestrian Trail or other personal property owned by Denton within the Denton Easements, DCTA and/or its contractor shall immediately make an appropriate replacement or repair the damage at no cost or expense to Denton. If DCTA or its contractor fails or refuses to make such replacement, Denton shall have the right, but not the obligation, to make or affect any such repair or replacement at the sole cost and expense of DCTA, which cost and expense DCTA agrees to pay to Denton upon written demand.

4.5 If, in spite of the express provisions of this Agreement, the Parties' area of responsibility for maintenance and repair at a particular area in the DCTA Corridor is unclear or ambiguous when applying such provisions to the actual physical situation in the field, the Parties shall refer to the Rail R/W Maintenance Delineation set forth in Exhibit "A" to determine which portion of said area within the DCTA Corridor for which the Parties are responsible for maintaining and repairing.

4.6 Denton agrees to comply with the provisions of the Quitclaim during the term of this Agreement.

4.7 Denton shall reimburse DCTA for all costs and expense incurred by DCTA in connection with the provision of any services or work in relation to Denton's work in the DCTA Corridor including, without limitation, the expense of furnishing such inspectors, watchmen and Flaggers as DCTA deems reasonably necessary or which are otherwise requested by Denton in order for Denton to construct its work within the DCTA Corridor.

4.8 Denton understands and acknowledges that flagging and safety rules will be administered by First Transit, through the First Transit Roadway Worker Safety Training, conducted at 640 State Highway 121 Business, Lewisville Texas 75057. DCTA may from time to time designate another party to provide flagging and safety rule administration, which party shall be used by Denton following notice to Denton by DCTA.

## Article V Party Responsibility; Insurance

5.1 Denton and DCTA further agree as follows:

- a. Without waiving any governmental immunity available to the Parties under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws, the Parties hereto acknowledge that no Party is an agent, servant, or employee of the other Party, and each Party agrees it is responsible for its own individual negligent acts or omissions or other tortious conduct as well as such acts and deeds of its contractors, agents, representatives, and employees during performance of this Agreement to the extent such liability can be imputed to said party under applicable law. Nothing in this Article V shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- b. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 5.1.a., ABOVE, PRIOR TO THE PARTY'S CONTRACTOR ENTERING INTO THE DCTA CORRIDOR PURSUANT TO THIS AGREEMENT TO PERFORM WORK ON BEHALF OF SAID PARTY, SAID PARTY SHALL REQUIRE ITS CONTRACTOR OR OTHER THIRD PARTY WHO ENTERS AND/OR PERFORMS WORK IN THE CORRIDOR ON BEHALF OF SAID PARTY TO AGREE AT ALL TIMES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS DENTON, DCTA, AND DART AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES AGAINST AND FROM:**
  - i. **ANY AND ALL LOSS, COST, DAMAGE, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM ANY ACCIDENT OR OTHER OCCURRENCE CAUSING PERSONAL INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM OR RELATED TO USE OF THE DCTA CORRIDOR BY THE CONTRACTOR, ITS AGENTS, EMPLOYEES, PARTNERS, SHAREHOLDERS, AGENTS, SUBCONTRACTORS, INVITEES, OR GUESTS, WHETHER OCCASIONED BY THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, ITS EMPLOYEES, OFFICERS, PARTNERS, SHAREHOLDERS, AGENTS, SUBCONTRACTORS, INVITEES, OR GUESTS, EXCEPT WHEN CAUSED BY THE WILLFUL MISCONDUCT OR GROSS**

**NEGLIGENCE OF DENTON, DCTA, OR DART OR THEIR OFFICERS, EMPLOYEES AND/OR AGENTS, AND ONLY THEN TO THE EXTENT OF THE PROPORTION OF ANY FAULT DETERMINED AGAINST DCTA, DART, OR RAILROAD FOR THEIR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; AND**

- ii. **ANY PENALTY, OR ANY DAMAGE, OR CHARGE, IMPOSED FOR ANY VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION ARISING OUT OF THE USE OF THE LICENSED PREMISES BY THE CONTRACTOR, ITS AGENTS, EMPLOYEES, PARTNERS, SHAREHOLDERS, AGENTS, SUBCONTRACTORS, INVITEES, OR GUESTS, WHETHER OCCASIONED BY THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF DENTON, DCTA, OR DART OR THEIR EMPLOYEES, OFFICERS, PARTNERS, SHAREHOLDERS, AGENTS, CONTRACTORS, INVITEES, OR GUESTS.**
- c. Denton and DCTA are each a “governmental unit” as that term is defined in Tex. Civ. Prac. & Rem. Code §101.001 and do not by agreement to and acceptance of this Agreement waive their respective rights to claim immunity to liability or suit or to invoke the limits of liability set forth in Chapter 101 of the Texas Civil Practices & Remedies Code, as amended, to the extent sovereign immunity has been waived by said statutes. DCTA and Denton further acknowledge and agree that nothing in this Agreement is intended to be for the benefit of any third parties except to the extent expressly provided in this License.
- d. The provisions of this Section 5.1 shall survive the termination of this Agreement regardless of the means of termination.

5.2 Prior to occupancy of the DCTA Corridor under this Agreement, the Parties agree to require all contractors and subcontractors engaged by said Party to perform work in the DCTA Corridor to comply with the provisions of this Section 5.2 by procuring and maintaining the following types and amounts of insurance with an insurer or insurers and in form satisfactory to DCTA and Denton, such insurance shall be primary and non-contributory.

- a. Commercial General Liability with Contractual Liability Endorsement.
  - i. Combined single limit of not less than \$2,000,000.
  - ii. Denton, DCTA, and DART and all affiliated companies and organizations named as additional insureds without any qualification or restriction.
  - iii. DCTA or Denton, respectively, must be provided 30 days’ notice of cancellation or modification to the extent authorized by law.

- b. Commercial Automobile Liability Policy
  - i. Combined single limit of not less than \$2,000,000.
  - ii. Denton, DCTA and DART named as additional insureds without any qualification or restriction.
  - iii. DCTA or Denton, respectively, must be provided 30 days' notice of cancellation or modification to the extent authorized by law.
- c. Workers' Compensation Insurance
  - i. Providing Statutory Benefits under the Workers' Compensation Act of the State of Texas and/or any other State or Federal Law or Laws applicable to the Contractor's employees performing the work under this License.
  - ii. Employer's Liability Insurance with limits of liability of not less than \$500,000 each accident, \$500,000 each employee for disease and \$500,000 policy limit for disease.
  - iii. Endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from Denton, DCTA and DART.
- d. The Parties shall require all contractors and subcontractors engaged by them to perform work on the DCTA Corridor to furnish Denton and DCTA Certificates of Insurance and copies of Endorsements for Additional Insured, Waiver of Subrogation and Contractual Liability (or, as and when DCTA or Denton, respectively, may direct, copies of the actual insurance policies) as evidence of the coverages outlined in Paragraphs a, b, and c, above, and this Paragraph d. Approval will be expedited if all required coverages and the following endorsements are included on the Certificates:
  - i. Endorsement showing Denton, DCTA and DART named as additional insureds in as required by Paragraphs a. and b., above and requiring that Denton and DCTA be given 30 days' notice of cancellation or modification. The endorsement and certificate must specify that the endorsement is applicable to the General Liability and Auto Liability Policies.
  - ii. Contractual liability endorsement.
  - iii. Endorsement removing exclusions from contractual liability coverage for operations within 50 feet of a railroad or the purchase of a Railroad Protective Liability Policy with limits of liability of no less than \$2,000,000 per occurrence and \$6,000,000 aggregate.

- iv. Endorsement removing exclusions for XCU hazards.
- v. Waiver of subrogation endorsement specific to Workers' Compensation.

5.3 Any contract between Denton or DCTA and a third party contractor or agent to perform work on behalf of said Party within the DCTA Corridor entered after the Effective Date shall be made expressly subject to the provisions of this Agreement to the extent the work is performed by said third party within the DCTA Corridor, which agreement shall be either (i) incorporated into the text of said contract in full or by reference or (ii) by separate instrument signed by an authorized representative of said third party.

## **Article VI Miscellaneous**

6.1 **Entire Agreement.** This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, this Agreement may be assigned by DCTA to DART upon termination of the DART Agreement without the consent of Denton if DART agrees to assume all of DCTA's duties and responsibilities set forth in this Agreement.

6.3 **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

6.4 **Governing Law.** The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall exclusively be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 **Amendments.** This Agreement may be amended by the mutual written agreement of the Parties.

6.6 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 **Notice.** Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for DCTA, to:

Raymond Suarez, CEO  
Denton County Transportation Authority  
1955 Lakeway Drive, Suite 260  
Lewisville, Texas 75057  
972-221-4600 Telephone  
972-221-4601 Facsimile

With copy to:

Joseph G. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201

If intended for Denton, to:

Todd Hileman, City Manager  
City of Denton  
215 E. McKinney Street  
Denton, Texas 76201  
940-349-7715 Telephone  
940-349-8596 Facsimile

With a copy to:

City of Denton  
Attn: City Attorney  
215 E. McKinney Street  
Denton, Texas 76201  
940-349-8333 Telephone  
940-382-7923 Facsimile

6.8 **Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

6.9 **Recitals.** The recitals to this Agreement are incorporated herein.

6.10 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.11 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination hereof.

6.12 **Approval of Parties.** Whenever this Agreement requires or permits the approval or consent to be given by a Party, the Parties agree that such approval or consent shall be in writing and not be unreasonably withheld, conditioned or delayed.

6.13 **No Third-Party Beneficiary.** Nothing in this Agreement shall be construed as creating or giving rise to any rights of third-parties or any persons other than the Parties hereto.

*Signatures on Following Pages*

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_,  
2020.

**DENTON COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Raymond Suarez, Chief Executive Officer

**Approved as to Form:**

By: \_\_\_\_\_  
Joseph G. Gorfida, Jr., General Counsel

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**CITY OF DENTON, TEXAS**

By: \_\_\_\_\_  
Todd Hileman, City Manager

**Attest:**  
Rosa Rios, City Secretary

By: \_\_\_\_\_

**Approved as to Form:**  
Aaron Leal, City Attorney

By: \_\_\_\_\_

**THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial  
and operational obligations and business terms:**

Gary Packan, Director of Parks and Recreation Department

By: \_\_\_\_\_

EXHIBIT “A”

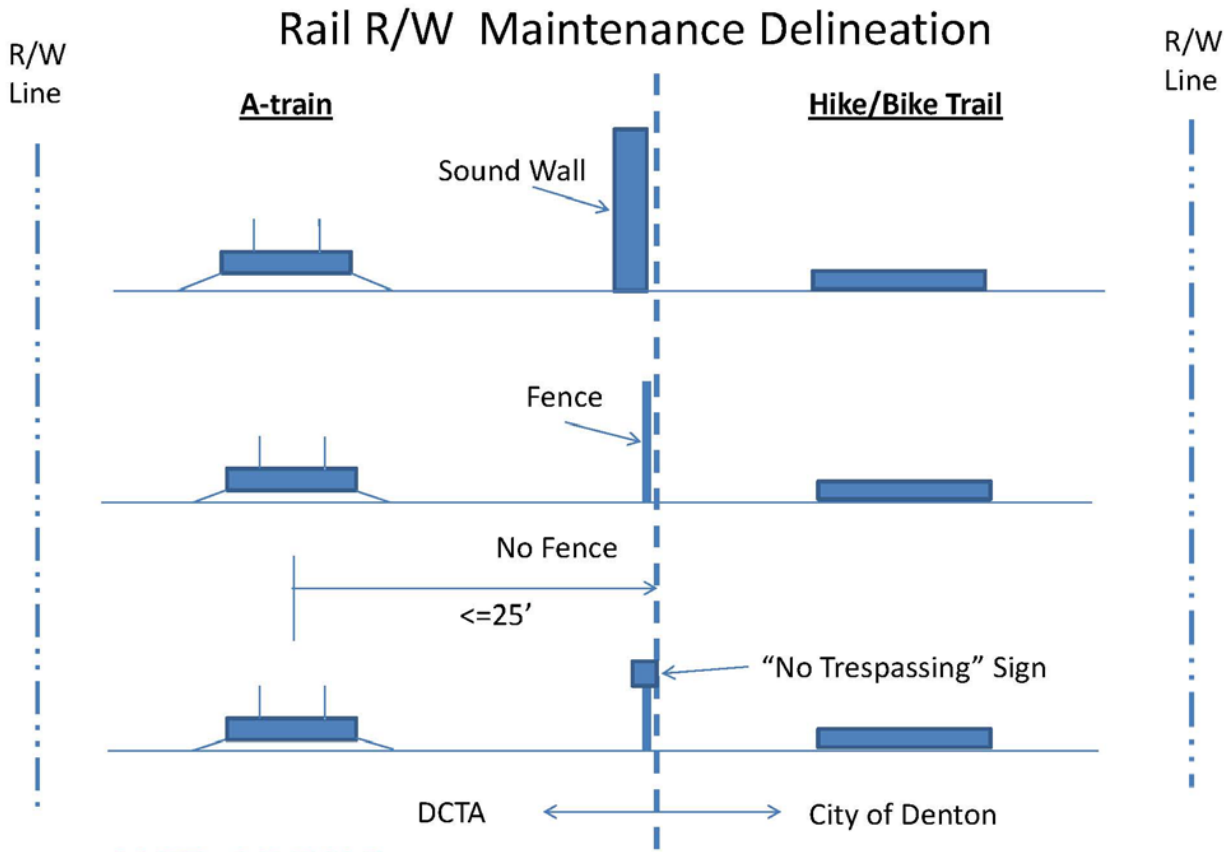
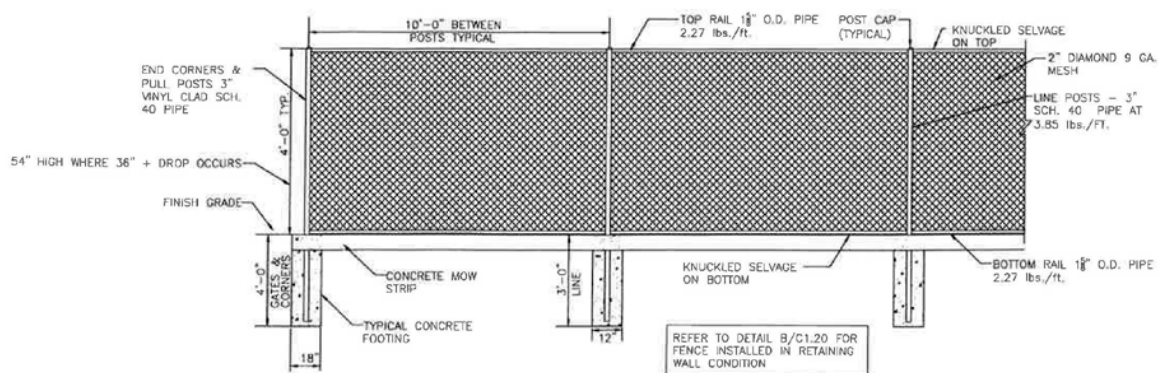
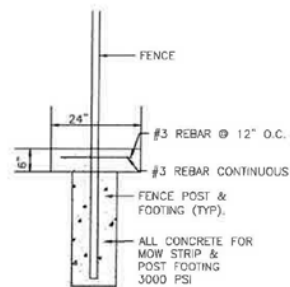


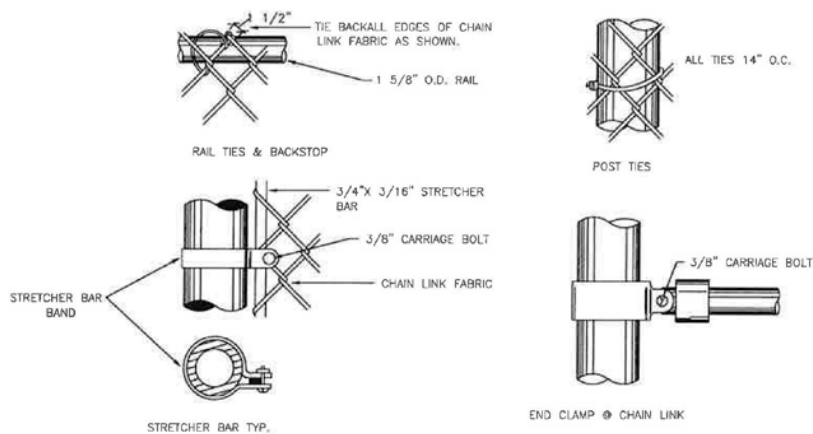
EXHIBIT "B"  
PRIMARY FENCING



**A** CHAIN LINK FENCING  
C1.21 SCALE: NOT TO SCALE



**B** CONCRETE MOW STRIP / FOOTING  
C1.21 SCALE: NOT TO SCALE



**C** CHAIN LINK DETAIL  
C1.21 SCALE: NOT TO SCALE

## Board of Directors Memo

February 27, 2020

SUBJECT: Consider Award of Interlocal Cooperation Agreement with The Interlocal Purchasing System (TIPS) for Cooperative Purchasing

### Background

The Interlocal Purchasing System or TIPS Purchasing Cooperative is a regional cooperative of the Region 8 Education Service Center and is the lead agency for the national operation. TIPS has 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.

### Identified Need

DCTA has determined a need for a cooperative agreement with The Interlocal Purchasing System (TIPS) to participate in their cooperative purchasing programs. One immediate need that has been identified is Downtown Denton Transit Center's remodeling services. The Interlocal Agreement (ILA) would allow DCTA to participate in the cooperative buying power which would help DCTA save time and would reduce product and administrative costs.

### Financial Impact

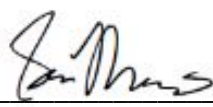
There is no financial impact to the budget.

### Recommendation

Staff recommends the Board of Directors authorize the CEO to execute an Interlocal Agreement with The Interlocal Purchasing System (TIPS) for cooperative purchasing.

### Exhibits

Exhibit 1 – Interlocal Cooperation Agreement with The Interlocal Purchasing System (TIPS).

Submitted By:   
Sarah Martinez, CPPB Director of Procurement

Approval:   
Raymond Suarez, Chief Executive Officer

**AN INTERLOCAL AGREEMENT**  
**Between Region 8 Education Service Center and a**  
**TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT**  
**(School, College, University, State, City, County, or Other Political Subdivision)**

\_\_\_\_\_  
 TEXAS PUBLIC ENTITY NAME

\_\_\_\_\_-\_\_\_\_\_  
 Control Number (TIPS will Assign)  
 Schools enter County-District Number

Region 8 Education Service Center  
 Pittsburg, Texas

225 - 950  
 County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective \_\_\_\_\_ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

**Roles of the TIPS Purchasing Cooperative:**

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.
- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors to support the costs of operations of TIPS.

**Role of the Public Entity:**

- Commit to participate in the program by an authorized signature on membership forms.
- Designate a Primary Contact and Secondary Contact for entity.

- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.

### **General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

### **Authorization:**

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered

into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Member Entity:**

**Purchasing Cooperative Lead Agency:**

**Region 8 Education Service Center**

\_\_\_\_\_  
**Entity or District Name**

By: \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Authorized Signature

Dr. David Fitts  
Title: Executive Director Region 8 ESC

\_\_\_\_\_  
Date

**Public Entity Contact Information**

\_\_\_\_\_  
Primary Purchasing Person Name

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Primary Person Email Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Secondary Person Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to [tips@tips-usa.com](mailto:tips@tips-usa.com).

## Board of Directors Memo

February 27, 2020

SUBJECT: Consider Approval of Agreement for Award of Transportation Development Credits

### **Background**

DCTA has several federally funded projects that are utilizing Transportation Development Credits (TDCs) as the required local match. One of the requirements in the Texas Administrative Code pertaining to Transportation Development Credits is that agencies receiving TDCs from a Metropolitan Planning Organization (MPO) for a project must enter into an agreement with the MPO that outlines the terms of using the TDCs (43 TAC §5.110). This agreement is separate from Federal Transit Administration (FTA) agreements.

The agreement presented covers TDCs assigned to projects approved in the Transportation Improvement Plan (TIP) as of the end of FY 2019. Subsequent agreements will be issued on an annual basis, covering TDCs awarded for individual fiscal years.

### **Financial Impact**

DCTA is utilizing \$4,117,628 in TDCs in lieu of providing local cash match.

### **Recommendation**

Staff recommends approval.

### **Exhibits**

Exhibit 1 – Agreement for Award of Transportation Development Credits

Exhibit 2 – Agreement Attachment 1, Project List

Submitted By: Whitney Trayler  
Whitney Trayler, Grants Manager

Reviewed By: Kristina Holcomb  
Kristina Holcomb, Deputy Chief Executive Officer

Approved By: Raymond Suarez  
Raymond Suarez, Chief Executive Officer

**AGREEMENT FOR AWARD OF TRANSPORTATION DEVELOPMENT CREDITS  
BETWEEN  
THE REGIONAL TRANSPORTATION COUNCIL  
AND  
Denton County Transportation Authority**

This Agreement is entered into by and between the Regional Transportation Council (RTC), acting in its capacity as policy body for the Metropolitan Planning Organization (MPO), and the Denton County Transportation Authority (DCTA). The purpose of this Agreement is to outline the roles and responsibilities of each party with respect to Transportation Development Credits (TDCs) awarded for the projects outlined in Attachment 1.

**WHEREAS**, the North Central Texas Council of Governments (NCTCOG) is designated as the MPO for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

**WHEREAS**, the RTC, comprised primarily of local elected officials, is the regional transportation policy body associated with the North Central Texas Council of Governments, and has been and continues to be the regional forum for cooperative decisions; and,

**WHEREAS**, 23 U.S.C. §120 permits a state to use certain toll revenue expenditures, TDCs, formerly called toll credits, as a credit toward the non-Federal share of all programs authorized by Title 23, with the exception of emergency relief programs, and for transit programs authorized by Title 49, Chapter 53; and,

**WHEREAS**, 43 Tex. Admin. Code §5.106 authorizes an MPO to TDCs allocated to it by the State and 43 Tex. Admin. Code §5.110 requires an agreement be entered into between the MPO and entity awarded TDCs prior to and in order for those credits to be used; and,

**WHEREAS**, the RTC awarded a total of 4,117,628 TDCs to DCTA for the projects listed in Attachment 1; and,

**WHEREAS**, DCTA desires to use the TDCs awarded to it in lieu of the required local cash match for the federally funded transportation projects listed in Attachment 1; and,

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants contained herein, NCTCOG and DCTA agree as follows:

**AGREEMENT**

1. The RTC has awarded 4,117,628 TDCs to DCTA for use as described herein.
2. DCTA agrees to utilize the TDCs for the projects identified and described herein as match to certain federal grant funds totaling approximately \$21,297,819.
3. Any unused TDCs shall be reallocated to other projects as solely determined by the RTC.
4. DCTA will be required to execute separate funding agreements with a party other than the RTC and/or NCTCOG for the federal grant funds referenced above.
5. Neither Party may assign this Agreement in whole or in part, without first obtaining the written consent of the other Party.

6. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.
7. The Parties shall negotiate in good faith toward resolving any disputes that arise under this Agreement, which shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action under this Agreement shall lie exclusively in Tarrant County, Texas.
8. This Agreement constitutes the entire agreement of the Parties with respect to the matters contemplated herein and supersedes all prior understandings and agreements regarding such subject matter. This Agreement may be modified or amended only in writing, signed by all Parties hereto.
9. The effective date of this Agreement is the date of last signature by the parties hereto.

Signed and Duly Executed by the Parties Below:

\_\_\_\_\_  
Raymond Suarez  
Chief Executive Officer  
DCTA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Morris, P.E.  
Staff Director  
Regional Transportation Council

\_\_\_\_\_  
Date

Regular Item 6, Exhibit 2

**Transportation Development Credit (TDC) Agreement  
Project List  
Denton County Transportation Authority**

TIP Code	CSJ	Project Description	Federal Funding Amount	TDC Amount	Award Date
11980.3	N/A	VARIOUS LOCATIONS WITHIN THE DCTA SERVICE AREA; PURCHASE OF TRANSIT VEHICLES (BUSES) TO EXPAND SERVICE	\$ 1,610,000	322,000	November 9, 2017
12416.17	N/A	5307 SYSTEM PREVENTIVE MAINTENANCE	\$ 2,410,965	482,193	October 12, 2017
			\$ 272,046	54,410	July 13, 2017
12558.17	N/A	5307 PURCHASE REPLACEMENT VEHICLES	\$ 2,437,231	365,585	July 13, 2017
12726.17	N/A	5339 PURCHASE REPLACEMENT VEHICLES	\$ 176,871	26,532	October 12, 2017
			\$ 224,651	33,697	July 13, 2017
12852.12	N/A	5317 MOBILITY MANAGEMENT	\$ 240,000	48,000	January 11, 2018
12868.18	N/A	5339 CONSTRUCTION OF MAINTENANCE FACILITY	\$ 2,625,000	525,000	October 11, 2018
14031	0918-46-309	DCTA INTERMODAL TRANSIT CENTER; AT EAST COLLEGE STREET AND NORTH RAILROAD STREET; CONSTRUCT DCTA INTERMODAL TRANSIT CENTER, BUS LANES, PARK AND RIDE TO ENHANCE AND EXPAND TRANSIT SERVICE, AND PEDESTRIAN IMPROVEMENTS	\$ 11,301,055	2,260,211	March 8, 2018
<b>Total</b>			<b>\$ 21,297,819</b>	<b>4,117,628</b>	

Board of Directors Memo

February 27, 2020

SUBJECT: **Consider Approval of Transition of Highland Village Connect Shuttle Service to Enhanced Lyft Subsidy Program**

**Background**

Highland Village is currently served by the Highland Village Connect Shuttle and Lyft to provide transportation options to residents. The Connect Shuttle is a limited stop peak service that provides connections between the A-train Highland Village/Lewisville Lake Station, Highland Village Municipal Complex, Walmart, and the Shops of Highland Village. The shuttle operates Monday through Friday during the morning peak from 5:00 am - 9:00 am and the afternoon peak from 3:00 pm – 9:00 pm. The Highland Village Lyft program provides subsidies for Lyft rides in Highland Village and parts of North Lewisville. The Lyft service is available for trips within the designated zone Monday through Friday from 5:00 am to 9:00 pm and are subsidized up to \$10 per trip.

**Identified Need**

Ridership on the Highland Village Connect Shuttle has not developed and does not support continuation of the service, and staff is recommending discontinuing the service. To continue serving Highland Village residents, staff is recommending enhancements to the existing Highland Village Lyft Program. The first enhancement would increase the maximum subsidy from \$10 to \$13 per trip to ensure all trips taken within the zone are fully subsidized. The second enhancement is to add Saturday service to provide additional service and better align with service levels in Denton and Lewisville.


**Financial Impact**

The Highland Village Connect Shuttle service was included in the FY 2020 Budget in the amount of \$228,323. As of January 31, 2020, approximately \$64,000 has been expended toward this service. The balance of funds is more than enough to cover the costs of the enhanced Lyft Subsidy Program through the end of the fiscal year.

**Recommendation**

DCTA staff recommends the Board of Directors approve transitioning the Highland Village Connect Shuttle Service to the Enhanced Lyft Subsidy Program.

Submitted by:   
Michelle Bloomer, VP of Operations

Approval:   
Raymond Suarez, CEO

# DCTA Board Agenda Outlook

As of 2/21/2020

MARCH 26, 2020	APRIL 23, 2020	MAY 28, 2020
<p><b><u>CONSENT</u></b></p> <ul style="list-style-type: none"> <li>▪ Approval of Minutes</li> <li>▪ Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report)</li> </ul> <p><b><u>INFORMATIONAL REPORTS</u></b></p> <ul style="list-style-type: none"> <li>▪ Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers)</li> <li>▪ Social Service Agency Round Table Recap Report (Feb. 2020)</li> </ul> <p><b><u>REGULAR AGENDA</u></b> <b><u>Discussion Topics</u></b></p> <ul style="list-style-type: none"> <li>▪ Transformation Initiative Update</li> <li>▪ Budget Preparation</li> <li>▪ Low Income Pass Program</li> <li>▪ Non-Profit Discount Pass Program</li> </ul> <p><b><u>Action</u></b></p> <ul style="list-style-type: none"> <li>▪ PR Software Contract (expires May 2020)</li> <li>▪ Task Order Extension with Lyft for UNT Late Night Ride Service (expires June 2020)</li> <li>▪ Contracted Service Agreements Overview and Related Administrative Fee Policy</li> <li>▪ City of Lewisville Trail Maintenance Agreement ILA</li> </ul> <p><b><u>Information</u></b></p> <ul style="list-style-type: none"> <li>▪ Local &amp; Regional Transportation Updates and Legislative Issues</li> </ul>	<p><b><u>CONSENT</u></b></p> <ul style="list-style-type: none"> <li>▪ Approval of Minutes</li> <li>▪ Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report)</li> <li>▪ Quarterly Investment Report</li> <li>▪ Quarterly Grants Report</li> </ul> <p><b><u>INFORMATIONAL REPORTS</u></b></p> <ul style="list-style-type: none"> <li>▪ Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers)</li> </ul> <p><b><u>REGULAR AGENDA</u></b> <b><u>Discussion Topics</u></b></p> <ul style="list-style-type: none"> <li>▪ Transformation Initiative Update</li> <li>▪ Monsignor King/Our Daily Bread Service Update</li> </ul> <p><b><u>Action</u></b></p> <p><b><u>Information</u></b></p> <ul style="list-style-type: none"> <li>▪ Local &amp; Regional Transportation Updates and Legislative Issues</li> </ul>	<p><b><u>CONSENT</u></b></p> <ul style="list-style-type: none"> <li>▪ Approval of Minutes</li> <li>▪ Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report)</li> </ul> <p><b><u>INFORMATIONAL REPORTS</u></b></p> <ul style="list-style-type: none"> <li>▪ Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers)</li> </ul> <p><b><u>REGULAR AGENDA</u></b> <b><u>Discussion Topics</u></b></p> <p><b><u>Action</u></b></p> <ul style="list-style-type: none"> <li>▪ Printer Contract Award (expires July 2020)</li> <li>▪ Web Services Award (expires Sept 2020 – need overlap of contractors)</li> <li>▪ Transformation Initiative Consultant and Task Order #1</li> </ul> <p><b><u>Information</u></b></p> <ul style="list-style-type: none"> <li>▪ Local &amp; Regional Transportation Updates and Legislative Issues</li> <li>▪ MKOC/ODB Ridership &amp; Fare Discussion</li> </ul>