

A RESOLUTION

AUTHORIZING EXECUTION OF AN AMENDATORY AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, URBAN MASS TRANSPORTATION ADMINISTRATION, IN CONNECTION WITH PROJECT NO. TX-03-0030.

WHEREAS, by Resolution 79-121, passed September 5, 1979, the Board authorized the filing of an amended application with the U.S. Department of Transportation, Urban Mass Transportation Administration, for a technical amendment to Project No. TX-03-0030; and

WHEREAS, the U.S. Department of Transportation, Urban Mass Transportation Administration, has now approved the technical amendment to the existing project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Chairman of the Board is hereby authorized to execute and the Secretary to attest to an Amendatory Agreement with the U.S. Department of Transportation, Urban Mass Transportation Administration for Amendment No. 2 to Project No. TX-03-0030, a copy of which is attached hereto and made a part hereof.

Section 2: This Amendatory Agreement provides for the deletion from the grant the purchase of land for a light maintenance and administrative facility.


Section 3: This Resolution be effectively immediately upon its passage.

PASSED this 9th day of January, 1980.


APPROVED this 9th day of January, 1980.

ATTEST:


Albert E. Hopkins, Secretary


Howard Horne, Chairman of the Board

APPROVED AS TO SUBSTANCE:


Walter J. Addison, Executive Director

APPROVED AS TO FORM:


Legal Counsel

A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH I.O.I. SYSTEMS, INC., FOR SITE PREPARATION FOR THE KASHMERE MAINTENANCE FACILITY.

WHEREAS, bids for site preparation for the Kashmere Maintenance Facility were received on December 10, 1979; and

WHEREAS, five (5) bids were received by the Metropolitan Transit Authority; and

WHEREAS, I.O.I. Systems, Inc., was found to be the lowest responsive bid.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Chairman be authorized to execute and the Secretary to attest to an agreement with I.O.I. Systems, Inc., for the site preparation for the Kashmere Maintenance Facility, a copy of said agreement being attached hereto and made a part hereof.

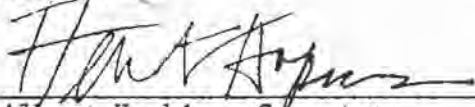
Section 2: Bid price is \$2,477,718.00.

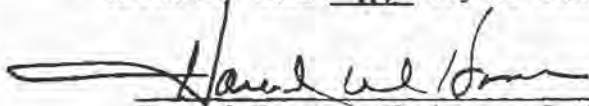
Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 9th day of January, 1980.

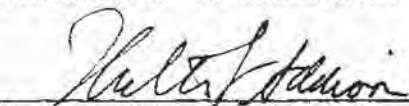
APPROVED this 9th day of January, 1980.

ATTEST:


Albert Hopkins, Secretary


Howard Horne, Chairman of the Board

APPROVED AS TO SUBSTANCE:


Walter Addison, Executive Director

APPROVED AS TO FORM:


Jonathan Day
Legal Counsel

C O N T R A C T

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT, made and entered into on this the 9th day of January, 1980, by and between the METROPOLITAN TRANSIT AUTHORITY of Harris County, Texas (herein called the "MTA"), and I.O.I. Systems, Inc. of Houston, Texas (herein called the "Contractor").

W I T N E S S E T H:

That for and in consideration of the payments and agreements herein-after mentioned to be made and performed by the MTA, the Contractor hereby agrees with the MTA to commence and complete MTA Project No. 3-79-3-E-43 styled Kashmere Bus Maintenance Facilities: Site Improvement, Underground Utilities (herein called the "Project") and all extra work in connection therewith, & under the terms as stated in the Contract Documents attached hereto, consisting of the Invitation to Bid, Instructions to Bidders, Contractor's Bid, this Contract, General Conditions of the Contract, Special Conditions of the Contract, Governmental Requirements, Plans and Specifications and all Addenda and Modifications thereto, which Contract Documents are hereby incorporated herein for all intents and purposes; and at the Contractor's own proper cost and expense to furnish all the labor, services, materials, supplies, machinery, equipment, tools, superintendence, insurance and other accessories necessary to complete the Project, in accordance with the conditions and prices stated in the Contract Documents.

The Contractor hereby agrees to begin and thereafter complete the Project at such times as are as set forth in the Contract Documents.

The MTA agrees to pay to the Contractor the amount earned, as determined from the actual quantities of Work performed and the unit prices or other bases of payment specified in the Contract Documents, in the total Contract Sum of two million four hundred seventy-seven thousand seven hundred eighteen and no one-hundredths Dollars (\$2,477,718.00), subject to changes in such total Contract Sum based on any Change Order or Extra Work duly incorporated in the Project, taking into consideration any amounts that may be deductible, and to make such payments in the manner and at the times provided, under the applicable provisions of the Contract Documents.

If any provision of this Contract, including the Contract Documents incorporated herein by reference, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Contract and the application of

such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above written.

METROPOLITAN TRANSIT AUTHORITY

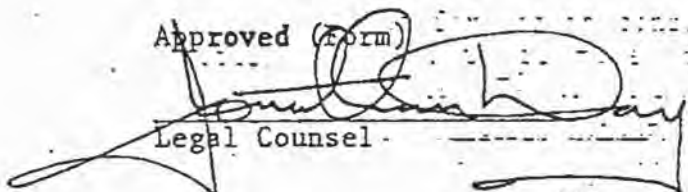
ATTEST:

BY: _____

Approved (Substance) _____


Executive Director

Approved (Form) _____


Legal Counsel

ATTEST:


Eva Kalogerias

CONTRACTOR

BY: _____

Title: _____

IOI SYSTEMS INC

V.P.

A719U

A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN THE METROPOLITAN TRANSIT AUTHORITY AND THE HOUSTON-GALVESTON AREA COUNCIL RELATIVE TO THE UNIFIED WORK PROGRAM.

WHEREAS, Urban Mass Transportation Administration planning funds are allocated through the Houston-Galveston Area Council's Unified Work Program to support the Metropolitan Transit Authority's operational and capital improvement programs; and

WHEREAS, by Resolution No. 78-18 passed December 13, 1978, the MTA Board of Directors authorized the execution of an Intergovernmental Agreement for the 1979 Unified Work Program; and

WHEREAS, the Metropolitan Transit Authority's portion of the 1980 Unified Work Program was approved September 19, 1979, by Resolution No. 79-123; and

WHEREAS, that agreement must be amended to cover the 1980 Unified Work Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Chairman be authorized to execute and the Secretary to attest to an amendment to the agreement with the Houston-Galveston Area Council in connection with the 1980 Unified Work Program.

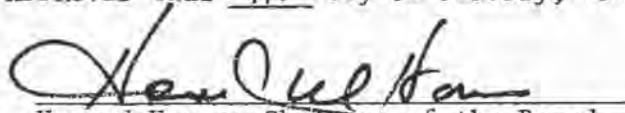
Section 2: This resolution shall be effective immediately upon its passage.

PASSED this 9th day of January, 1980.

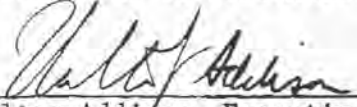
ATTEST:

APPROVED this 9th day of January, 1980.

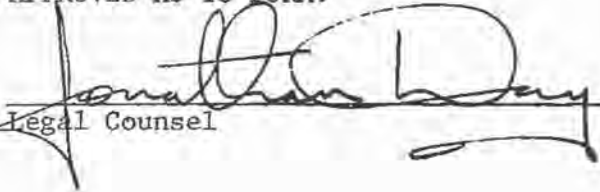

Albert Hopkins, Secretary


Howard Horne, Chairman of the Board

APPROVED AS TO SUBSTANCE:


Walter Addison, Executive Director

APPROVED AS TO FORM:


Legal Counsel

AMENDMENT I

It is agreed that the following changes be made to the Intergovernmental Agreement dated December 20, 1978, between Houston-Galveston Area Council and Metropolitan Transit Authority. The original agreement is shown as Attachment 1. It remains in force as stated except for those sections which have been struck out and now appear in Amendment 1 which follows.

INTERGOVERNMENTAL AGREEMENT

STATE OF TEXAS X

COUNTY OF HARRIS X

THIS INTERGOVERNMENTAL AGREEMENT, entered into this 9th day of January, 1980, by and between the Houston-Galveston Area Council and the Metropolitan Transit Authority.

WITNESSETH

WHEREAS, the Houston-Galveston Area Council is designated the Metropolitan Planning Organization for the Gulf Coast State Planning Region by the Governor of the State of Texas; and

WHEREAS, the use of funds made available under Section 8(d) of the Urban Mass Transportation Act of 1964, as amended, shall be governed by the Houston-Galveston Area Council in accordance with the Urban Mass Transportation Administration's External Operating Manual (UMTA 1000.2, Chg. 2, 3-11-74, Chapter III).

Executive Director of the Metropolitan Transit Authority and upon receipt of written approval by the Executive Director of the Houston-Galveston Area Council subject to the limitations and requirements of this Agreement.

AGREEMENT PERIOD

The time period for which work may be undertaken under the terms of this Agreement shall be governed by the 1980 Unified Work Program. Urban Mass Transportation Administration Section 8(d) funds previously obligated to the Metropolitan Transit Authority and remaining unspent after December 31, 1979 will be carried over to the Metropolitan Transit Authority in the 1980 Unified Work Program. Any extension of time for the completion of work on subcontracts issues under this Agreement may be granted by letter agreement with the signed approval of the Executive Director of the Houston-Galveston Area Council and the Executive Director of the Metropolitan Transit Authority.

MAILING ADDRESS

All notices and communications under this Agreement to be mailed or delivered to the Metropolitan Transit Authority shall be sent to the address of the Metropolitan Transit Authority as follows, unless and until the Houston-Galveston Area Council is otherwise notified:

Mr. Walter J. Addison
Executive Director
Metropolitan Transit Authority
P.O. Box 61429
Houston, TX 77208

COMPENSATION

On receipt of written approval from the Houston-Galveston Area Council to proceed, the Metropolitan Transit Authority may bill as frequently as monthly and will be reimbursed upon receipt of funds by the Houston-Galveston Area Council from the Urban Mass Transportation Administration for 80% of the costs incurred based upon the rate of completion of the Work Elements approved. Billings to the Houston-Galveston Area Council shall specify the percentage of completion of the approved Work Elements and shall be accompanied by Progress Reports describing work completed and specifying costs as required in UMTA 1000.2 Chg., 3-11-74. In no case shall total compensation for any approved Work Element exceed the amounts made available under the 1980 Unified Work Program. Urban Mass Transportation Section 8(d) funds previously authorized and remaining unspent as of December 31, 1979, shall become available to the Metropolitan Transit Authority, its usage as shown in Exhibit A as attached hereto and described in the 1980 Unified Work Program. New monies are made available in the 1980 Unified Work Program in the amount of Nine Hundred Seventeen Thousand One Hundred Sixty Dollars (\$917,160,000) and are described in Exhibit A. The distribution by element of the funds shown in Exhibit A may be modified by amendment to the 1980 Unified Work Program.

HOUSTON-GALVESTON AREA COUNCIL

ATTEST:



EXHIBIT A

METROPOLITAN TRANSIT AUTHORITY
 UMTA Section 8(d) Carry-over and New Funds

	Estimated		Total
	Carry-over*	New Funds	Section 8(d)
1980 UWP Work Elements			
I. PROGRAM DEVELOPMENT			
1.1 Program Mgt. and Coordination		\$ 52,800	
1.2 1980 UWP			
1.3 Progress and Annual Reports			
SUBTOTALS	0	\$ 52,800	\$ 52,800
II. DATA SURVEILLANCE			
2.1 Planning Support Data			
2.2 Transportation Facilities Data			
2.3 Travel Demand Analysis			
SUBTOTALS	0	0	0
III. ANALYTICAL METHODOLOGY			
3.1 Transportation Modeling	0	0	0
3.2 Air Quality Modeling			

EXHIBIT A (Page 2)

1980 UWP Work Elements	Estimated Carry-over	New Funds	Total Section 8(d)
V. PLAN IMPLEMENTATION			
5.1 Transportation Improvement Program			
5.2 Corridor Plans	\$ 160,480	\$ 67,520	\$ 228,000
5.3 Transit Service Development	48,000	116,000	164,000
5.4 Activity Centers Analysis	32,000		32,000
5.5 Elderly, Handicapped and Paratransit	3,200	49,600	52,800
5.6 Airport/Airspace System Plan Implementation			
5.7 Environmental Assessment of Facilities		92,000	
SUBTOTALS	\$ 243,680	\$ 325,120	\$ 568,800
VI. SPECIAL STUDIES			
6.1 Airport/Airspace Master Plans			
6.2 Rail Study			
6.3 Transportation Energy Contingent Plan			
SUBTOTALS	0	0	0
TOTALS	\$456,168	\$917,160	\$1,373,328

EXHIBIT B

DELINEATION OF RESPONSIBILITY

H-GAC/MTA

The responsibility and administration of the transit planning since the acceptance of the Metropolitan Transit Authority by the citizens of Harris County will be as follows:

1. H-GAC will continue its role and function as the Metropolitan Planning Organization to develop coordinated and comprehensive planning for the region. From a regional perspective, the MPO will provide overall guidance in long-range transit planning to the MTA and all other participants in the planning process.
2. The MPO has overall responsibility for the region's development of a long-range transit plan and ongoing short-range planning. The MTA will perform these functions in its approved area and participate as part of the MPO in the regional effort. This effort includes integration of transit into a regional transportation plan (embracing transit, highway, rail and air considerations).
3. Technical coordination to mesh the MTA's long-range transit effort with those of other agencies will be addressed through liaison meetings to include representatives of the State Department of Highways and Public Transportation, the H-GAC, various city planning departments, and other appropriate agencies.
4. Executive management for H-GAC and the MTA will meet frequently to insure that the long-range transit planning effort meets the requirements of regional, state and federal agencies and fulfills the objectives of the Unified Work Program.
5. Specific items that will remain a responsibility of the H-GAC, acting as the MPO, are as follows:
 - Development of the Unified Work Program.

- Provision of technical expertise on engineering of transitways.
- Contracts and Subcontracts:
 - a. Contracts funded in whole or in part by UMTA Section 8(d) or FHWA 112 funds will be subject to approval by the MPO (and Steering Committee).
 - b. Work outputs of these contracts will be reviewed and monitored by the MPO.
 - c. Contract administration for work wholly within the MTA area will be an MTA responsibility. If the area extends outside the MTA jurisdiction, contract administration will be a matter of negotiation between the MTA and MPO.
- 6. Specific items that will remain a responsibility of the Metropolitan Transit Authority, acting as the agency responsible for planning, operating and constructing transit facilities within its jurisdiction, are as follows:
 - Development of the MTA portion of the Unified Work Program and submittal to H-GAC for concurrence and inclusion in the Unified Work Program and the Prospectus.
 - Perform planning in support of MTA's operations and capital improvement projects for inclusion in the Transportation Improvement Program.
 - Supply information to the MPO for Uniform System of Accounts and Records, as per Title 49, USC, Chapter VI, Part 630.

A RESOLUTION

AUTHORIZING APPROVAL AND EXECUTION OF AN AMENDMENT TO AN AGREEMENT WITH TURNER COLLIE & BRADEN INC. FOR PROFESSIONAL SERVICES RELATED TO THE CONCEPTUAL ENGINEERING ELEMENT OF THE TRANSITWAY ALTERNATIVES ANALYSIS PROGRAM.

WHEREAS, the Metropolitan Transit Authority of Harris County, Texas (herein called the "MTA") and Turner Collie & Braden Inc., (herein called the "Consultant") previously entered into an agreement as of the 1st day of August, 1979 (herein called the "Agreement") for the transitway alternatives analysis services specified therein; and

WHEREAS, due to fiscal year budgetary limitations, it was necessary to divide the required professional services into several phases; and

WHEREAS, Phase I-A has been successfully completed; and

WHEREAS, it is necessary to amend the Agreement in order to initiate the Phase I-B professional services and complete Phase I of the transitway alternatives analysis services;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The amendment to the Agreement between the Metropolitan Transit Authority and Turner Collie & Braden, Inc. for transitway alternatives analysis services in the form attached hereto be approved.

Section 2: The Chairman of the Board be authorized to execute and the Secretary to attest to such amendment.


Section 3: Such amendment increases the amount of compensation to be paid to the Consultant by \$100,000 for a total contractual amount of \$251,000.

Section 4: This Resolution shall be effective immediately upon its passage.

PASSED this 9th day of January, 1980

APPROVED this 9th day of January, 1980

METROPOLITAN TRANSIT AUTHORITY

By: 
Chairman of the Board

ATTEST:


SECRETARY

APPROVED (SUBSTANCE):


EXECUTIVE DIRECTOR

APPROVED (FORM):


LEGAL COUNSEL

C76/E

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS §

This is an Amendment to an Agreement (hereinafter referred to as the "Agreement") which was entered into as of August 1, 1979 by and between the METROPOLITAN TRANSIT AUTHORITY of Harris County, Texas (hereinafter referred to as the "MTA") and TURNER COLLIE & BRADEN INC. (hereinafter referred to as the "Consultant"), said Amendment entered into as of this 9th day of January, 1980.

The MTA and the Consultant, as parties to this Amendment, do mutually agree to amend the Agreement as follows:

1. ARTICLE I: SCOPE OF SERVICES is amended to read as follows:

The Consultant shall undertake, perform and complete in an expedient, satisfactory and proper manner the professional services described in the "Scope of Services" attached hereto as Exhibit "A" related to the Conceptual Engineering element of Phase I of the MTA's Transitway Alternatives Analysis Program, a portion of Element 4.7 of the 1979 and 1980 Houston-Galveston Area Council (herein called "H-GAC") Unified Work Programs as described in the Scope of Services (herein called the "Project"). Additionally, the Consultant will play a role in Phase II of Alternatives Analysis as deemed appropriate by the MTA in the exercise of its sole discretion based on Phase I Alternatives Analysis results and contingent upon UMTA approval of additional funding for Phase II of the Project. It is anticipated that approximately \$300,000 will be allocated for Phase II services by the Consultant and its Subconsultants, subject to the conditions hereinabove expressed. Additional phases may be added to the Agreement at a later date as provided by Article XI hereunder.

2. The third paragraph of Article II: CONSULTANT PERSONNEL AND RESPONSIBILITY AND SUBCONSULTANTS is amended to read as follows:

The Consultant designates Ron Holder as the Project Manager, who shall commit a minimum of 760 hours of his time to the Phase I of the Project. The Project Manager may be changed by the Consultant from time to time, provided that written notice thereof is given to the MTA. Such person shall have authority to transmit instructions, receive

information and represent the Consultant in all matters with regard to execution of the Project. The Project Manager may, from time to time, designate other personnel to exercise his responsibilities and obligations hereunder, or portions thereof, in order to progress or control the services and work to be performed in regard to the Project in the most advantageous manner.

3. The second and third paragraphs of ARTICLE VII: COMPENSATION are amended to read as follows:

The maximum amount payable for services and expenses to be rendered or subcontracted for under this Agreement is \$239,910. The Consultant's fixed fee for services rendered shall be in the amount of \$11,090, which shall be paid in full on or before final acceptance by the MTA unless the Agreement is sooner terminated in which event the fixed fee shall be prorated based on the work completed. The basis of the compensation is attached hereto and incorporated herein as Exhibit B.

It is agreed and understood that this is a cost-plus-fixed-fee Agreement in the maximum amount of \$251,000 for Phase I.

4. The third and fourth paragraphs of ARTICLE VIII: METHOD AND SCHEDULE OF PAYMENT are amended to read as follows:

The MTA shall cause payment to be made to the Consultant within sixty (60) days of the date the invoice is received by the MTA; provided, however, that if the Consultant is in violation or in breach of any of the terms of this Agreement or has not been fulfilling the Scope of Services designated herein as a matter within the sole discretion of the Executive Director of the MTA or his designee exercised in good faith, then and in that event, the MTA, after notification of the cause of dissatisfaction and failure of the Consultant to remedy within the time specified, shall be authorized to withhold 10% of the amount of the invoices submitted hereunder in order to ensure the Consultant's satisfactory compliance with the Scope of Services. As soon as the Consultant has remedied the cause of the MTA's dissatisfaction, the remaining 10% shall be paid immediately to the Consultant, without interest thereon.

If, within sixty (60) days of the receipt of any such invoice, the MTA should fail to pay the Consultant the full sum specified in any such invoices, except as specifically provided above, then the MTA shall pay to the Consultant

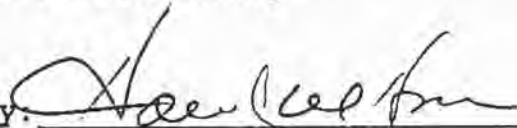
from its own funds, in addition to the sum shown as due by such invoice, interest on any unpaid portion thereof at the rate of 10 percent per annum figured from the 61st day after receipt of the invoice by the MTA until fully paid, the payment of which shall fully liquidate any injury to the Consultant arising from such delay in payments.

5. EXHIBIT A, SCOPE OF SERVICES is replaced by the EXHIBIT A, SCOPE OF SERVICES attached hereto.
6. EXHIBIT B of the Agreement is replaced by the EXHIBIT B attached hereto.
7. This Amendment shall not be binding upon either party hereto until such time that the H-GAC has approved the Amendment. If the H-GAC has any problems with the Amendment as executed, the Executive Director of the MTA or his designee has the right to negotiate any changes on behalf of the MTA, except that the total amount payable hereunder cannot be altered by the Executive Director or his designee.

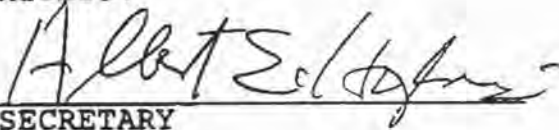
Except as modified herein, the Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the MTA and the Consultant have executed this Amendment as of the date first above written.

METROPOLITAN TRANSIT AUTHORITY
of Harris County

By: 

ATTEST:


SECRETARY

APPROVED (SUBSTANCE):


EXECUTIVE DIRECTOR

APPROVED (FORM):

John L. Zippnick II
LEGAL COUNSEL

TURNER COLLIE & BRADEN INC.

By: Arnold L. Long
Title: Senior Vice President

ATTEST:

Myra L. Wilson

C76/I

EXHIBIT "A"

SCOPE OF SERVICES

The Scope of Consultant Services for Phase I under the agreement include work in connection with and in support of the Conceptual Engineering portion of the MTA's Alternatives Analysis Program.

CONSULTANT'S SERVICES

The Transitway Alternatives Analysis Study (herein called the "Study") is a complex study involving four separate Elements of work, and several consultant teams and agencies. The Consultant shall render professional services in connection with the Conceptual Engineering Element of the Study (herein called the "Project"). These services are as follows:

- Task 1: Develop Detailed Study Design
- Task 2: Prepare for and Participate in Fatal Flaw Analysis Workshop
- Task 3: Collect, Organize and Map Existing Physical Data
- Task 4: Develop Preliminary Maximum Rail and Maximum Bus Designs
- Task 5: Refine Maximum Rail and Maximum Bus Designs
- Task 6: Prepare for and Participate in System Alternatives Workshop
- Task 7: Develop Preliminary System Alternative Designs
- Task 8: Refine System Alternative Designs
- Task 9: Prepare Cost Estimates
- Task 10: Participate in Comparative Evaluations of System Alternative Designs
- Task 11: Document Findings

Task 1: Develop Detailed Study Design

The Consultant shall work with the MTA staff and other consultants to develop a comprehensive Detailed Study Design. The Detailed Study Design will include definitions of each task and major sub-task to be performed by the Consultant. It will also include a schedule showing time phasing and anticipated cash flow. Additionally, the detailed study will include the following:

An identification of the type of information needed from other related studies sponsored by MTA (e.g., Design Standards, Downtown Mobility System) and the time by which such information is needed.

A clear definition of the type of output and the timing of output expected to be provided by the Consultant for use by other Consultants.

An identification of additional data needed (such as rights-of-way, utility locations, etc.) and sources for obtaining these data.

Modifications to the detailed study design will be required at various times throughout the project. Requests for modifications will be made in writing by the requestor, whether MTA or the Consultant.

Task 2: Prepare for and Participate in Fatal Flow Analysis Workshop

The Consultant will evaluate each of the following nine corridors to identify and rank specific problem locations along each corridor:

1. West Loop (I-610),
2. Katy Freeway,
3. Hempstead Road/Northwest Freeway,
4. Fort Worth & Denver Railroad,
5. North Freeway/Stuebner Airline Road,
6. Hardy Road,
7. Eastex Freeway/Jensen/T&NORR,
8. Central Corridor (CBD to Astrodome), and
9. Southwest Freeway/Westpark.

Each corridor will be evaluated as to its potential to accept a high-type (70 m.p.h., etc.) transitway.

The types of problem locations to be identified include insufficient rights-of-way, alignment problems, costly grade separations, neighborhood disruptions, and major utility conflicts.

The Consultant shall present the results of the problem location analysis to the Fatal Flow Analysis Workshop as the primary input from the Conceptual Engineering Element. Additionally, the Consultant will participate with MTA staff and Other Consultants in reviewing inputs from all elements and assessing the combined impact on each corridor.

Based upon the results of the Fatal Flow Analysis Workshop, the Consultant shall recommend corridor limits to MTA. A Corridor Limits Map will be prepared by the Consultant defining the length and width of each

remaining corridor and differentiating between "priority" and "secondary" corridors.

Task 3: Collect, Organize and Map Existing Physical Data

The Consultant will be responsible for collecting, organizing and mapping physical data such as rights-of-way, utilities, topography and other factors that influence the planned alignment and design of transitways. Pertinent information will be incorporated into maps as needed: strip maps will be developed for each alignment showing all relevant features that might influence the transitway design.

The Consultant shall, upon the MTA's request, contact the appropriate agencies and companies in order to obtain the most accurate and up-to-date versions of the following materials:

- City Street Maps and Plans;
- Freeway Plans and Profile;
- Railroad Plans and Profile;
- Power, Telephone and Gas Maps;
- City Utility Maps;
- and
- Turnpike Authority Plans.

The MTA shall endeavor to reach agreements with the appropriate agencies and companies, in order to facilitate the Consultant's obtaining of this information.

Task 4: Develop Preliminary Maximum Rail and Maximum Bus Designs

For those corridors designated as Priority Corridors in Task 2, the Consultant shall develop two conceptual designs. One design will be totally a rail rapid transit (RRT) system, and the other design will be an all busway system. These conceptual designs will be in sufficient detail to identify an alignment that is technically feasible although it may not be the optimum alignment. These preliminary designs will identify the portions of alignments that will probably be at-grade, elevated, depressed or underground. Additionally, the Consultant will identify significant problem locations along each alignment that warrant further study to refine these preliminary designs.

Task 5: Refine Maximum Rail and Maximum Bus Designs

The Consultant shall address those problem locations identified in Task 4 in order to refine the preliminary designs. Alternative alignments as well as alternative design options (such as elevated vs. underground) may be evaluated by the Consultant in an effort to develop a more nearly optimum alignment/design for the Maximum Rail and Maximum Bus systems. These refined designs will be developed in sufficient detail to assure technical feasibility and to permit comparative cost estimates to be developed.

Task 6: Prepare for and Participate in System Alternative Workshop

The purpose of the System Alternative Workshop is to identify several alternative Transitway Systems for further evaluation. The Consultant will actively participate in this Workshop along with the MTA and Other Consultants.

In preparation for the System Alternative Workshop, the Consultant shall document the results of all efforts to date under Tasks 1-5. Additionally, the Consultant shall identify significant factors that could limit the extent to which the Maximum Rail and Maximum Bus systems could be reduced (through shortened lines and/or elimination of corridors).

Using the cost information contained in the Uniform Design Standards Manual, the Consultant shall develop a table of typical unit costs for use in developing comparative system cost estimates during the Workshop. Prior to the Workshop, the Consultant shall develop comparative system cost estimates for the Maximum Rail and Maximum Bus designs.

Task 7: Develop Preliminary System Alternative Designs

For each of the System Alternatives identified in the Workshop (Task 6), the Consultant shall develop preliminary system designs. These system designs will be in sufficient detail to assure technical feasibility. Additionally, the Consultant shall identify significant problem locations that warrant further study in order to refine these preliminary designs.

Task 8: Refine System Alternative Designs

The Consultant shall refine the preliminary system designs developed in Task 7 through evaluation of alternative alignment/design options for each problem location. These refined system designs will be in sufficient detail to assure technical feasibility and to permit comparative cost estimates to be developed for each system design.

Task 9: Prepare Cost Estimates

Using the information contained in the Uniform Design Standards Manual to the fullest extent applicable, the Consultant shall prepare cost estimates for each of the System Alternative designs. These cost estimates will be in sufficient detail to be useful to Other Consultants performing cost-effectiveness analyses. Also, these cost estimates will be used by others in developing staging plans for system development. It is understood, however, that these cost estimates are based on conceptual designs rather than detailed designs and, as such, are preliminary in nature.

Task 10: Participate in Comparative Evaluation of System Alternative Designs

The Consultant shall participate with MTA and Other Consultants in evaluating the relative desirability of the various alternative transitway systems. The purpose of this evaluation is to recommend those system

designs to be carried forward into Phase II evaluations. The Consultant shall provide quantification of those engineering-related measures specified as evaluation criteria. Also, the Consultant shall provide other information concerning various system designs as may be requested by MTA for this evaluation.

Task 11: Document Results

The Consultant shall prepare Technical Memoranda documenting all major portions of Tasks 1-10 as the work is performed. Additionally, the Consultant shall combine all such Technical Memoranda into a final report documenting the total conceptual engineering effort for Phase I.

NAME OF OFFICE

Turner Collic & Braden Inc.

HOME OFFICE ADDRESS

P. O. Box 13089

Houston, Texas 77019

CITY AND LOCATION(S) WHERE WORK IS TO BE PERFORMED

Houston

SOP THIS AND/OR SERVICES TO BE FURNISHED

Phase I of the
Conceptual Engineering Element of
Transitway Alternatives Analysis

TOTAL AMOUNT OF PROPOSAL

\$ 251,000.

GOVT SOLICITATION NO.

DETAIL DESCRIPTION OF COST ELEMENTS

1. DIRECT MATERIAL (Itemize on Exhibit A)		EST COST (\$)	TOTAL EST COST	REFERENCE
a. PURCHASED PARTS				
b. SUBCONTRACTED ITEMS				
c. OTHER—(1) RAW MATERIAL				
(2) YOUR STANDARD COMMERCIAL ITEMS				
(3) INTERDIVISIONAL TRANSFERS (At other than cost)				
TOTAL DIRECT MATERIAL				
2. MATERIAL OVERHEAD (Rate % of % of cost element No. 8)				
3. DIRECT LABOR (Specify)		ESTIMATED HOURS	RATE/HOUR	EST COST (\$)
Project Manager		760	19.04	14,472
Principal/Project Director/Technical Chief		110	24.18	2,660
Manager/Supervisor		260	15.35	3,990
Engineer		1,200	9.89	11,870
Technician		1,760	7.43	13,080
Clerical		425	6.04	2,568
TOTAL DIRECT LABOR				48,640
4. LABOR OVERHEAD (Specify Department or Cost Center)		OH RATE	% BASE =	EST COST (\$)
Overhead & Burden		1.28	48,640	62,259
TOTAL LABOR OVERHEAD				62,259
5. SPECIAL TESTING (Including field work at Government installations)				EST COST (\$)
TOTAL SPECIAL TESTING				
6. SPECIAL EQUIPMENT (If direct charge) (Itemize on Exhibit A)				
7. TRAVEL (If direct charge) (Cost details on attached Schedule)				EST COST (\$)
a. TRANSPORTATION 2,200 miles @ 0.25				550
b. PER DIEM OR SUBSISTENCE				
TOTAL TRAVEL				550
8. CONSULTANTS (Identify—purpose—rate)				EST COST (\$)
Kaiser Engineers				65,000
Lemus Engineering Corporation				53,000
TOTAL CONSULTANTS				118,000
9. OTHER DIRECT COSTS (Itemize on Exhibit A)				6,921
TOTAL DIRECT COST AND OVERHEAD				236,370
10. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of cost element No. 8)				3,540
TOTALS				
11. TOTAL ESTIMATED COST				239,910
12. FEE OR PROFIT				11,090
13. TOTAL ESTIMATED COST AND FEE OR PROFIT				251,000

A RESOLUTION

AUTHORIZING APPROVAL AND EXECUTION OF AN AMENDMENT TO AN AGREEMENT WITH BARTON-ASCHMAN ASSOCIATES, INC. FOR PROFESSIONAL SERVICES RELATED TO THE SYSTEMS ANALYSIS ELEMENT OF THE TRANSITWAY ALTERNATIVES ANALYSIS PROGRAM.

WHEREAS, the Metropolitan Transit Authority of Harris County, Texas (herein called the "MTA") and Barton-Aschman Associates, Inc. (herein called the "Consultant") previously entered into an agreement as of the 23rd day of July, 1979 (herein called the "Agreement") for the transitway alternatives analysis services specified therein; and

WHEREAS, due to fiscal year budgetary limitations, it was necessary to divide the required professional services into several phases; and

WHEREAS, Phase I-A has been successfully completed; and

WHEREAS, it is necessary to amend the Agreement in order to initiate the Phase I-B professional services and complete Phase I of the transitway alternatives analysis services; and

WHEREAS, it is necessary to amend the Scope of Services to include the analysis of transitway/tollway options in the Hardy corridor and to assist in the development of a near term local bus system;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The amendment to the Agreement between the Metropolitan Transit Authority and Barton Aschman Associates, Inc. for transitway alternatives analysis services in the form attached hereto be approved.

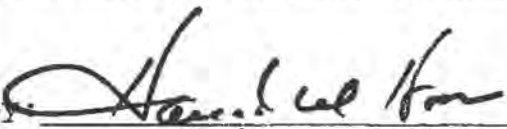
Section 2: The Chairman of the Board be authorized to execute and the Secretary to attest to such amendment.

Section 3: Such amendment increases the amount of compensation to be paid to the Consultant by \$138,730 for a total contractual amount of \$299,230.

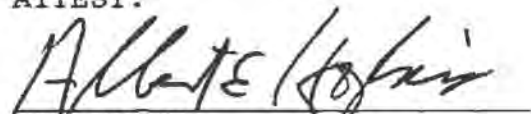
Section 4: This Resolution shall be effective immediately upon its passage.

PASSED this 9th day of January, 1980
APPROVED this 9th day of January, 1980

METROPOLITAN TRANSIT AUTHORITY

By: 
Chairman of the Board

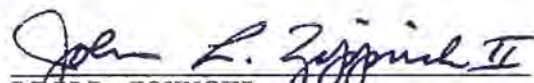
ATTEST:


SECRETARY

APPROVED (SUBSTANCE):


EXECUTIVE DIRECTOR

APPROVED (FORM):


LEGAL COUNSEL

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS §

This is an Amendment to an Agreement (hereinafter referred to as the "Agreement") which was entered into as of July 23, 1979 by and between the METROPOLITAN TRANSIT AUTHORITY of Harris County, Texas (hereinafter referred to as the "MTA") and BARTON-ASCHMAN ASSOCIATES, INC. (hereinafter referred to as the "Consultant"), said Amendment entered into as of this 9th day of January, 1980.

The MTA and the Consultant, as parties to this Amendment, do mutually agree to amend the Agreement as follows:

1. ARTICLE I: SCOPE OF SERVICES is amended to read as follows:

The Consultant shall undertake, perform and complete in an expedient, satisfactory and proper manner the professional services described in the "Scope of Services" attached hereto as Exhibit "A" related to the project described in the Scope of Services (herein called the "Project") related to the Travel Demand/Systems Analysis element of Phase I of the MTA's Transitway Alternatives Analysis Program, a portion of Element 4.7 of the 1979 and 1980 Houston-Galveston Area Council (herein called "H-GAC") Unified Work Programs. Additionally, the Consultant will play a role in Phase II of Alternatives Analysis as deemed appropriate by the MTA in the exercise of its sole discretion based on Phase I Alternatives Analysis results and contingent upon UMTA approval of additional funding for Phase II of the Project. It is anticipated that approximately \$300,000 will be allocated for Phase II services by the Consultant and its Subconsultants, subject to the conditions hereinabove expressed. Additional phases may be added to the Agreement at a later date as provided by Article XI hereunder.

2. The third paragraph of Article II: CONSULTANT PERSONNEL AND RESPONSIBILITY AND SUBCONSULTANTS is amended to read as follows:

The Consultant designates Gordon W. Schultz as the Project Manager, which person shall commit a minimum of 450 hours of his time to the Phase I Project. In addition, the Consultant commits annually a minimum of 940 hours of William Davidson's time to the Phase I Project with all work being performed in the offices to be designated by the Executive

Director of the MTA or his designee. The Project Manager may be changed by the Consultant from time to time, provided that written notice thereof is given to the MTA. Such person shall have authority to transmit instructions, receive information and represent the Consultant in all matters with regard to execution of the Project. The Project Manager may, from time to time, designate other personnel to exercise his responsibilities and obligations hereunder, or portions thereof, in order to progress or control the services and work to be performed in regard to the Project in the most advantageous manner. Any personnel who will work 20 hours or more on the Project during any given week may, at the sole discretion of the Executive Director of the MTA or his designee, be required to perform this work in the study office to be designated by the Executive Director of the MTA or his designee.

3. The second and third paragraphs of ARTICLE VII: COMPENSATION are amended to read as follows:

The maximum amount payable for services and expenses to be rendered or subcontracted for under this Agreement is \$290,945. The Consultant's fixed fee for services rendered shall be in the maximum amount of \$8,285. The basis of the compensation is attached hereto and incorporated herein as Exhibit B.

It is agreed and understood that this is a cost-plus-fixed-fee Agreement in the maximum amount of \$299,230 for Phase I.

4. The third and fourth paragraphs of ARTICLE VIII: METHOD AND SCHEDULE OF PAYMENT are amended to read as follows:

The MTA shall cause payment to be made to the Consultant within sixty (60) days of the date the invoice is received by the MTA; provided, however, that if the Consultant is in violation or in breach of any of the terms of this Agreement or has not been fulfilling the Scope of Services designated herein as a matter within the sole discretion of the Executive Director of the MTA or his designee exercised in good faith, then and in that event, the MTA shall be authorized to withhold 10% of the amount of the invoices submitted hereunder in order to ensure the Consultant's satisfactory compliance with the Scope of Services. As soon as the Consultant has remedied the cause of the MTA's dissatisfaction, the remaining 10% shall be paid immediately to the Consultant, without interest thereon.

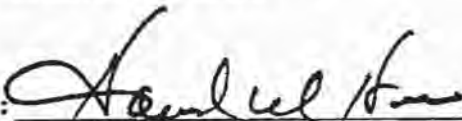
If, within sixty (60) days of the receipt of any such invoice, the MTA should fail to pay the Consultant the full sum specified in any such statement, except as specifically provided above, then the MTA shall pay to the Consultant from its own funds, in addition to the sum shown as due by such statement, interest on any unpaid portion thereof at the rate of 10 percent per annum figured from the 61st day after receipt of the invoice by the MTA until fully paid, the payment of which shall fully liquidate any injury to the Consultant arising from such delay in payments.

5. EXHIBIT A, SCOPE OF SERVICES, PHASE I-A is replaced by the EXHIBIT A, SCOPE OF SERVICES, PHASE I attached hereto.
6. EXHIBIT B of the Agreement is replaced by the EXHIBIT B attached hereto.
7. This Amendment shall not be binding upon either party hereto until such time that the H-GAC has approved the Amendment. If the H-GAC has any problems with the Amendment as executed, the Executive Director of the MTA or his designee has the right to negotiate any changes on behalf of the MTA, except that the total amount payable hereunder cannot be altered by the Executive Director or his designee.

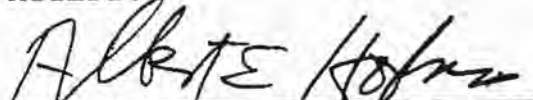
Except as modified herein, the Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the MTA and the Consultant have executed this Amendment as of the date first above written.

METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY

By: 

ATTEST:


SECRETARY

APPROVED (SUBSTANCE):


EXECUTIVE DIRECTOR

APPROVED (FORM):

John L. Zippnick II
LEGAL COUNSEL

BARTON-ASCHMAN ASSOCIATES, INC.

By:
Title:

Harvey R. Dwyer
Vice President

ATTEST:

C76/F

EXHIBIT A
SCOPE OF SERVICES
PHASE I:

The Scope of Consultant Services under the Agreement includes such work as the MTA may desire and request all in connection with and in support of the travel demand/systems analysis portion of MTA's Alternative Analysis program. Provisions are made hereunder for Consultant's Scope of Work as part of the basic Agreement to which the allowable cost of service and expenses as well as Consultant's Fixed Fee for services rendered apply. In addition to the following tasks the Consultant will develop a detailed study design/work schedule in conjunction with the MTA staff and personnel of consultants working on the other elements of the project. This document will delineate tasks, review points, points of coordination, work flow, responsibilities, and deliverables.

TASK I - ESTABLISH BASE SYSTEM CHARACTERISTICS

Using current available reports and operating statistics, document the operating characteristics of the transit technologies which would be analyzed in the MTA's Alternatives Analysis program. Quantifiable operating characteristics to be documented will include but not be limited to:

- (1) Vehicle or consists acceleration and deceleration capabilities
- (2) Energy consumption including fuel type
- (3) Pollutants produced
- (4) Noise and vibration resulting from operating in differing environments and under differing operating conditions
- (5) Operating standards
 - minimum headway
 - merging capabilities
 - normal access methods
 - dwell times
 - queuing delays
 - normal turn-around times
 - vehicle and guideway capacities
 - load factors
- (6) Ridership statistics (productivity)
- (7) System sizing
 - Terminals - modal interchange facilities
 - Platforms (passenger flow)

Technologies to be investigated will be identified by the MTA program manager. The product of this task for Phase I will be a technical memorandum summarizing for each technology, the parameters, values, and equation required to estimate the operating characteristics of generated alternatives. This technical memorandum will act as Uniform Operating Manual for alternatives analyzed under the MTA's Alternatives Analysis program.

TASK 2.0 - TRANSIT NETWORK DESIGN

This task will include the delineation of each transit network alternative to be analyzed in Phase I. The MTA program manager and others at his direction will delineate the physical and operating characteristics of each alternative. These characteristics will include but will not be limited to:

- (1) route location
- (2) station location
- (3) extent of system
- (4) feeder service
- (5) parking capacities, location, and costs
- (6) interchange points
- (7) technology by route
- (8) operating speed
- (9) stop spacing
- (10) headway
- (11) fare structure and policy
- (12) service coverage
- (13) transfer and wait times
- (14) area served

In addition to delineating the transit networks to be analyzed in Phase I, this task will also detail the approach that will be followed to evaluate a broad range of alternative alignments, technologies, configurations, and operating scenarios. It is expected that the approach will utilize multiple options in regard to the detail of analysis. Not all alternatives will require the execution of the full modeling chain and perhaps certain alternatives can be evaluated using manual procedures. The product of this portion of Task 2 will be a technical memorandum detailing the evaluation approach to be used in analyzing alternatives.

TASK 2.1 - REVIEW EXISTING TSM NETWORK

The MTA staff and others have developed a preliminary TSM transit network. This alternative should be reviewed for its applicability for use in alternatives analysis. The criteria for applicability should include:

- (1) total system size
- (2) inclusion of major facilities which are programmed
- (3) local bus system structure
- (4) TSM improvements where possible
- (5) Compliance with MTA operating objectives

TASK 2.2 - DESIGN BASE TSM NETWORK

The work performed in this sub-task depends upon the acceptability of the existing TSM network. Regardless of the decisions reached in sub-task 2.1 the individual routes of the TSM network must be reviewed and if need be modified to reflect the operating characteristics as delineated in the Uniform Operating Manual developed under Task 1. This sub-task may also involve adding or deleting some routes, or it may require a complete design of the base system. The final product of this subtask will be a regional map showing: (1) bus route locations, (2) initial peak period and mid-day headways; (3) a code on each bus route segment relating the route to the technology as specified in Uniform Operating Manual of Task 1; and (4) formal parking lot locations and probable capacities of these parking lots. In addition the network will reflect those values as specified under Task 2.0 and other MTA operating policies.

TASK 2.3 - DESIGN ALTERNATIVE NETWORK

This sub-task includes the delineation of all specified alternatives to be evaluated during Phase I of the MTA's Alternatives Analysis program. The basic input to this sub-task will be as follows:

- (1) The TSM network designed under sub-task 2.2
- (2) The Uniform Operating Manual system characteristics from Task 1
- (3) The basic alignment design for the specific alternative including:
 - alignment location
 - technology
 - station location/spacing
 - access points
 - headways
 - special operating characteristics
 - formal park & ride locations, capacities, and costs
 - other parameters as specified under Task 2.0
- (4) Type and level of feeder service

The basic guideway design will be provided to the Travel Demand/Systems Analysis team by the MTA staff/program manager. For each specified alternative, this sub-task will produce a regional map in the same scale as the TSM system map. Additions, modifications, and deletions to the base TSM network designed in sub-task 2.2 will be clearly identified. Each alternative and its feeder bus network will be analyzed as a system to insure that the total daily route miles, vehicles, etc. are within acceptable limits. Final approval of the network design, for each alternative, will be the responsibility of the MTA. Once approved, each network design will be used to develop the network in a format appropriate for the travel demand forecasting.

TASK 3 - TRANSIT NETWORK DEVELOPMENT

This task consists of coding the transit networks to be analyzed in Phase I in the UTPS format as modified by the MTA. In addition to coding the transit networks, this task will include:

- (1) drafting of the network in a convention suitable for efficient coding and "de-bugging" of the UTPS
- (2) building transit minimum time paths by time period and alternative
- (3) building transit fare matrices
- (4) building of zone to zone transit travel time, as required by the demand forecasting tasks.

TASK 3.1 - SPECIFY TRANSIT NETWORK DEVELOPMENT METHODOLOGY

This sub-task includes the documentation of the coding methodology and its stepwise approach. In addition this sub-task should consider;

- (1) coding conventions to identify specific modes, lines, and corridors
- (2) coding conventions for mode-of-arrival estimation
- (3) coding conventions to assist summarizing data for the financial analysis, cost-effectiveness analysis and environmental impact assessment
- (4) coding conventions or other techniques to build fare systems and matrices

This sub-task will also outline the procedures to be used in coding and drafting the base TSM network in such a manner as to be able to use it as a "background" network for other alternatives. The product of this task will be a technical memorandum specifying the methodology for transit network development; including:

- (1) coding conventions
- (2) techniques to calculate travel times (from Task 1)
- (3) flow charts depicting the coding, path building, demand estimation, assignment, impact analysis, and financial analysis chain
- (4) fare system coding conventions
- (5) computer data set specifications

In essence, the technical memorandums developed in Sub-task 3.1 and in Task 1 will insure consistent and logical design and coding of transit alternatives for Phase I.

TASK 3.2 - DEVELOP TSM NETWORK

After the review (Sub-task 2.1) and modification (Sub-task 2.2) of the base TSM network it will be coded in UTPS format using the regional map produced in Sub-task 2.2 and the network development manuals produced in Sub-task 3.1. The network will then be "de-bugged" and the required computer files will be generated. Transit

related "zonal" data such as percent of persons within walking distance of each transit route per zone, auto parking costs, etc., will be defined. The products of this sub-task will be:

- (1) a schematic drawing of the TSM network on a regional map as defined in sub-task 2.2
- (2) the transit data for the TSM network required by the demand forecasting process on computer files
- (3) other transit zonal data required by the travel demand forecasting process, on punch cards

SUB-TASK 3.3 - DEVELOP ALTERNATIVE TRANSIT NETWORKS

This sub-task will prepare the alternative transit networks design in Sub-task 2.3 as prescribed in Sub-task 3.1 using regional maps produced in Sub-task 2.2. The steps to be performed and the data to be produced will be essentially the same as in the development of the TSM network. Initially only the peak period transit networks will be developed. As Phase I is being completed the off-peak network for the preferred alternatives will be designed and developed.

TASK 4 - HIGHWAY NETWORK DEVELOPMENT

For Phase I it is anticipated that the highway network used in the analysis will be the present planned highway network. In this task, the planned 1995 highway network will be coded and highway trees and skim trees will be developed. Two separate networks will be built; an off-peak hour network (using average 24 hour speeds as defined by the State Department of Highways and Public Transportation); and a peak period network (using estimated peak hour speeds). The products of this task will be:

- (1) a schematic drawing of the 1995 planned highway network.
- (2) highway data, required by the travel demand forecasting process, on computer files
- (3) other highway related zonal data on computer related zonal data on computer punch cards (i.e., highway terminal times)

TASK 5 - DEMAND FORECASTS/SUPPLY IMPACT ANALYSIS

This overall task includes producing all the transit related demand forecasts required by the alternatives analysis study. Forecasts will be made for the TSM transit alternative and for each subsequent transit alternative. The demand forecasts will be made for alternatives as designed in Sub-task 2.3 and according to the alternatives evaluation approach detailed in Task 2. Once the demand forecasts have been made its resulting impact on the transportation supply side will be analyzed. The initial product of this task will be a set of modal trip tables per alternative per operating period. Secondary products will include:

related "zonal" data such as percent of persons within walking distance of each transit route per zone, auto parking costs, etc., will be defined. The products of this sub-task will be:

- (1) a schematic drawing of the TSM network on a regional map as defined in sub-task 2.2
- (2) the transit data for the TSM network required by the demand forecasting process on computer files
- (3) other transit zonal data required by the travel demand forecasting process, on punch cards

SUB-TASK 3.3 - DEVELOP ALTERNATIVE TRANSIT NETWORKS

This sub-task will prepare the alternative transit networks design in Sub-task 2.3 as prescribed in Sub-task 3.1 using regional maps produced in Sub-task 2.2. The steps to be performed and the data to be produced will be essentially the same as in the development of the TSM network. Initially only the peak period transit networks will be developed. As Phase I is being completed the off-peak network for the preferred alternatives will be designed and developed.

TASK 4 - HIGHWAY NETWORK DEVELOPMENT

For Phase I it is anticipated that the highway network used in the analysis will be the present planned highway network. In this task, the planned 1995 highway network will be coded and highway trees and skim trees will be developed. Two separate networks will be built: an off-peak hour network (using average 24 hour speeds as defined by the State Department of Highways and Public Transportation); and a peak period network (using estimated peak hour speeds). The products of this task will be:

- (1) a schematic drawing of the 1995 planned highway network.
- (2) highway data, required by the travel demand forecasting process, on computer files
- (3) other highway related zonal data on computer related zonal data on computer punch cards (i.e., highway terminal times)

TASK 5 - DEMAND FORECASTS/SUPPLY IMPACT ANALYSIS

This overall task includes producing all the transit related demand forecasts required by the alternatives analysis study. Forecasts will be made for the TSM transit alternative and for each subsequent transit alternative. The demand forecasts will be made for alternatives as designed in Sub-task 2.3 and according to the alternatives evaluation approach detailed in Task 2. Once the demand forecasts have been made its resulting impact on the transportation supply side will be analyzed. The initial product of this task will be a set of modal trip tables per alternative per operating period. Secondary products will include:

related "zonal" data such as percent of persons within walking distance of each transit route per zone, auto parking costs, etc., will be defined. The products of this sub-task will be:

- (1) a schematic drawing of the TSM network on a regional map as defined in sub-task 2.2
- (2) the transit data for the TSM network required by the demand forecasting process on computer files
- (3) other transit zonal data required by the travel demand forecasting process, on punch cards

SUB-TASK 3.3 - DEVELOP ALTERNATIVE TRANSIT NETWORKS

This sub-task will prepare the alternative transit networks design in Sub-task 2.3 as prescribed in Sub-task 3.1 using regional maps produced in Sub-task 2.2. The steps to be performed and the data to be produced will be essentially the same as in the development of the TSM network. Initially only the peak period transit networks will be developed. As Phase I is being completed the off-peak network for the preferred alternatives will be designed and developed.

TASK 4 - HIGHWAY NETWORK DEVELOPMENT

For Phase I it is anticipated that the highway network used in the analysis will be the present planned highway network. In this task, the planned 1995 highway network will be coded and highway trees and skim trees will be developed. Two separate networks will be built; an off-peak hour network (using average 24 hour speeds as defined by the State Department of Highways and Public Transportation); and a peak period network (using estimated peak hour speeds). The products of this task will be:

- (1) a schematic drawing of the 1995 planned highway network.
- (2) highway data, required by the travel demand forecasting process, on computer files
- (3) other highway related zonal data on computer related zonal data on computer punch cards (i.e., highway terminal times)

TASK 5 - DEMAND FORECASTS/SUPPLY IMPACT ANALYSIS

This overall task includes producing all the transit related demand forecasts required by the alternatives analysis study. Forecasts will be made for the TSM transit alternative and for each subsequent transit alternative. The demand forecasts will be made for alternatives as designed in Sub-task 2.3 and according to the alternatives evaluation approach detailed in Task 2. Once the demand forecasts have been made its resulting impact on the transportation supply side will be analyzed. The initial product of this task will be a set of modal trip tables per alternative per operating period. Secondary products will include:

related "zonal" data such as percent of persons within walking distance of each transit route per zone, auto parking costs, etc., will be defined. The products of this sub-task will be:

- (1) a schematic drawing of the TSM network on a regional map as defined in sub-task 2.2
- (2) the transit data for the TSM network required by the demand forecasting process on computer files
- (3) other transit zonal data required by the travel demand forecasting process, on punch cards

SUB-TASK 3.3 - DEVELOP ALTERNATIVE TRANSIT NETWORKS

This sub-task will prepare the alternative transit networks design in Sub-task 2.3 as prescribed in Sub-task 3.1 using regional maps produced in Sub-task 2.2. The steps to be performed and the data to be produced will be essentially the same as in the development of the TSM network. Initially only the peak period transit networks will be developed. As Phase I is being completed the off-peak network for the preferred alternatives will be designed and developed.

TASK 4 - HIGHWAY NETWORK DEVELOPMENT

For Phase I it is anticipated that the highway network used in the analysis will be the present planned highway network. In this task, the planned 1995 highway network will be coded and highway trees and skim trees will be developed. Two separate networks will be built; an off-peak hour network (using average 24 hour speeds as defined by the State Department of Highways and Public Transportation); and a peak period network (using estimated peak hour speeds). The products of this task will be:

- (1) a schematic drawing of the 1995 planned highway network.
- (2) highway data, required by the travel demand forecasting process, on computer files
- (3) other highway related zonal data on computer related zonal data on computer punch cards (i.e., highway terminal times)

TASK 5 - DEMAND FORECASTS/SUPPLY IMPACT ANALYSIS

This overall task includes producing all the transit related demand forecasts required by the alternatives analysis study. Forecasts will be made for the TSM transit alternative and for each subsequent transit alternative. The demand forecasts will be made for alternatives as designed in Sub-task 2.3 and according to the alternatives evaluation approach detailed in Task 2. Once the demand forecasts have been made its resulting impact on the transportation supply side will be analyzed. The initial product of this task will be a set of modal trip tables per alternative per operating period. Secondary products will include:

related "zonal" data such as percent of persons within walking distance of each transit route per zone, auto parking costs, etc., will be defined. The products of this sub-task will be:

- (1) a schematic drawing of the TSM network on a regional map as defined in sub-task 2.2
- (2) the transit data for the TSM network required by the demand forecasting process on computer files
- (3) other transit zonal data required by the travel demand forecasting process, on punch cards

SUB-TASK 3.3 - DEVELOP ALTERNATIVE TRANSIT NETWORKS

This sub-task will prepare the alternative transit networks design in Sub-task 2.3 as prescribed in Sub-task 3.1 using regional maps produced in Sub-task 2.2. The steps to be performed and the data to be produced will be essentially the same as in the development of the TSM network. Initially only the peak period transit networks will be developed. As Phase I is being completed the off-peak network for the preferred alternatives will be designed and developed.

TASK 4 - HIGHWAY NETWORK DEVELOPMENT

For Phase I it is anticipated that the highway network used in the analysis will be the present planned highway network. In this task, the planned 1995 highway network will be coded and highway trees and skim trees will be developed. Two separate networks will be built; an off-peak hour network (using average 24 hour speeds as defined by the State Department of Highways and Public Transportation); and a peak period network (using estimated peak hour speeds). The products of this task will be:

- (1) a schematic drawing of the 1995 planned highway network.
- (2) highway data, required by the travel demand forecasting process, on computer files
- (3) other highway related zonal data on computer related zonal data on computer punch cards (i.e., highway terminal times)

TASK 5 - DEMAND FORECASTS/SUPPLY IMPACT ANALYSIS

This overall task includes producing all the transit related demand forecasts required by the alternatives analysis study. Forecasts will be made for the TSM transit alternative and for each subsequent transit alternative. The demand forecasts will be made for alternatives as designed in Sub-task 2.3 and according to the alternatives evaluation approach detailed in Task 2. Once the demand forecasts have been made its resulting impact on the transportation supply side will be analyzed. The initial product of this task will be a set of modal trip tables per alternative per operating period. Secondary products will include:

related "zonal" data such as percent of persons within walking distance of each transit route per zone, auto parking costs, etc., will be defined. The products of this sub-task will be:

- (1) a schematic drawing of the TSM network on a regional map as defined in sub-task 2.2
- (2) the transit data for the TSM network required by the demand forecasting process on computer files
- (3) other transit zonal data required by the travel demand forecasting process, on punch cards

SUB-TASK 3.3 - DEVELOP ALTERNATIVE TRANSIT NETWORKS

This sub-task will prepare the alternative transit networks design in Sub-task 2.3 as prescribed in Sub-task 3.1 using regional maps produced in Sub-task 2.2. The steps to be performed and the data to be produced will be essentially the same as in the development of the TSM network. Initially only the peak period transit networks will be developed. As Phase I is being completed the off-peak network for the preferred alternatives will be designed and developed.

TASK 4 - HIGHWAY NETWORK DEVELOPMENT

For Phase I it is anticipated that the highway network used in the analysis will be the present planned highway network. In this task, the planned 1995 highway network will be coded and highway trees and skim trees will be developed. Two separate networks will be built; an off-peak hour network (using average 24 hour speeds as defined by the State Department of Highways and Public Transportation); and a peak period network (using estimated peak hour speeds). The products of this task will be:

- (1) a schematic drawing of the 1995 planned highway network.
- (2) highway data, required by the travel demand forecasting process, on computer files
- (3) other highway related zonal data on computer related zonal data on computer punch cards (i.e., highway terminal times)

TASK 5 - DEMAND FORECASTS/SUPPLY IMPACT ANALYSIS

This overall task includes producing all the transit related demand forecasts required by the alternatives analysis study. Forecasts will be made for the TSM transit alternative and for each subsequent transit alternative. The demand forecasts will be made for alternatives as designed in Sub-task 2.3 and according to the alternatives evaluation approach detailed in Task 2. Once the demand forecasts have been made its resulting impact on the transportation supply side will be analyzed. The initial product of this task will be a set of modal trip tables per alternative per operating period. Secondary products will include:

related "zonal" data such as percent of persons within walking distance of each transit route per zone, auto parking costs, etc., will be defined. The products of this sub-task will be:

- (1) a schematic drawing of the TSM network on a regional map as defined in sub-task 2.2
- (2) the transit data for the TSM network required by the demand forecasting process on computer files
- (3) other transit zonal data required by the travel demand forecasting process, on punch cards

SUB-TASK 3.3 - DEVELOP ALTERNATIVE TRANSIT NETWORKS

This sub-task will prepare the alternative transit networks design in Sub-task 2.3 as prescribed in Sub-task 3.1 using regional maps produced in Sub-task 2.2. The steps to be performed and the data to be produced will be essentially the same as in the development of the TSM network. Initially only the peak period transit networks will be developed. As Phase I is being completed the off-peak network for the preferred alternatives will be designed and developed.

TASK 4 - HIGHWAY NETWORK DEVELOPMENT

For Phase I it is anticipated that the highway network used in the analysis will be the present planned highway network. In this task, the planned 1995 highway network will be coded and highway trees and skim trees will be developed. Two separate networks will be built: an off-peak hour network (using average 24 hour speeds as defined by the State Department of Highways and Public Transportation); and a peak period network (using estimated peak hour speeds). The products of this task will be:

- (1) a schematic drawing of the 1995 planned highway network.
- (2) highway data, required by the travel demand forecasting process, on computer files
- (3) other highway related zonal data on computer related zonal data on computer punch cards (i.e., highway terminal times)

TASK 5 - DEMAND FORECASTS/SUPPLY IMPACT ANALYSIS

This overall task includes producing all the transit related demand forecasts required by the alternatives analysis study. Forecasts will be made for the TSM transit alternative and for each subsequent transit alternative. The demand forecasts will be made for alternatives as designed in Sub-task 2.3 and according to the alternatives evaluation approach detailed in Task 2. Once the demand forecasts have been made its resulting impact on the transportation supply side will be analyzed. The initial product of this task will be a set of modal trip tables per alternative per operating period. Secondary products will include:

and reflects our best estimates as of this date, in accordance with the Instructions to Offerors and the Footnotes which follow.

NAME AND TITLE

Harvey R. Joyner, Vice President

SIGNATURE

SIGNATURE Hervey R. Joyner DATE OF SUBMISSION December

NAME OF FIRM

NAME OF FIRM
Barton-Aschman Associates, Inc.

DATE OF SUBMISSION

December 27, 1979

EXHIBIT B—SUPPORTING SCHEDULE (Specify. If more space is needed, use reverse)

[illegible]

1 HAS ANY EXECUTIVE AGENCY OF THE UNITED STATES GOVERNMENT PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER GOVERNMENT PRIME CONTRACT OR SUBCONTRACT WITHIN THE PAST TWELVE MONTHS?

☒ YES ☐ NO (If yes, identify below.)

NAME AND ADDRESS OF REVIEWING OFFICE AND INDIVIDUAL U.S. Defense Contract
Audit Agency 527 La Salle St. Chicago, Ill. 60605

TELEPHONE NUMBER/EXTENSION
(312) 353-6554

11. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS PROPOSED CONTRACT?

☐ YES ☒ NO (If yes, identify on reverse or separate page)

III. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT?

☒ YES ☐ NO (If yes, identify.): ☐ ADVANCE PAYMENTS ☒ PROGRESS PAYMENTS OR ☐ GUARANTEED LOANS

IV DO YOU NOW HOLD ANY CONTRACT (Or, do you have any independently financed (IRGL) projects) FOR THE SAME OR SIMILAR WORK CALLED FOR BY THIS PROPOSED CONTRACT?

☐ YES ☒ NO (If yes, identify.):

V DOES THIS COST SUMMARY CONFORM WITH THE COST PRINCIPLES SET FORTH IN AGENCY REGULATIONS?

☒ YES ☐ NO (If no, explain on reverse or separate page)

See Reverse for Instructions and Footnotes

OPTIONAL FORM 60 (10-71)

INSTRUCTIONS TO OFFERORS

1. The purpose of this form is to provide a standard format by which the offeror submits to the Government a summary of incurred and estimated costs (and attached supporting information) suitable for detailed review and analysis. Prior to the award of a contract resulting from this proposal the offeror shall, under the conditions stated in FPR 1-3.807-3 be required to submit a Certificate of Current Cost or Pricing Data (See FPR 1-3.807-3(h) and 1-3.807-4).

2. In addition to the specific information required by this form, the offeror is expected, in good faith, to incorporate in and submit with this form any additional data, supporting schedules, or substantiation which are reasonably required for the conduct of an appropriate review and analysis in the light of the specific facts of this procurement. For effective negotiations, it is essential that there be a clear understanding of:

- a. The existing, verifiable data.
- b. The judgmental factors applied in projecting from known data to the estimate, and
- c. The contingencies used by the offeror in his proposed price.

In short, the offeror's estimating process itself needs to be disclosed.

3. When attachment of supporting cost or pricing data to this form is impracticable, the data will be described (with schedules as appropriate), and made available to the contracting officer or his representative upon request.

4. The formats for the "Cost Elements" and the "Proposed Contract Estimate" are not intended as rigid requirements. These may be presented in different format with the prior approval of the Contracting Officer if required for more effective and efficient presentation. In all other respects this form will be completed and submitted without change.

5. By submission of this proposal the offeror grants to the Contracting Officer, or his authorized representative, the right to examine, for the purpose of verifying the cost or pricing data submitted, those books, records, documents and other supporting data which will permit adequate evaluation of such cost or pricing data, along with the computations and projections used therein. This right may be exercised in connection with any negotiations prior to contract award.

FOOTNOTES

1. Enter in this column those necessary and reasonable costs which in the judgment of the offeror will properly be incurred in the efficient performance of the contract. When any of the costs in this column have already been incurred (e.g., on a letter contract or change order), describe them on an attached supporting schedule. Identify all sales and transfers between your plants, divisions, or organizations under a common control, which are included at other than the lower of cost to the original transferee or current market price.

2. When space in addition to that available in Exhibit A is required, attach separate pages as necessary and identify in this "Reference" column the attachment in which the information supporting the specific cost element may be found. No standard format is prescribed, however, the cost or pricing data must be accurate, complete and current, and the judgment factors used in projecting from the data to the estimate must be stated in sufficient detail to enable the Contracting Officer to evaluate the proposal. For example, provide the basis used for pricing materials such as by vendor quotations, shop estimates, or invoice prices; the reason for use of overhead rates which depart significantly from experienced rates (reduced volume, a planned major re-arrangement, etc.); or justification for an increase in labor rates (anticipated wage and salary increases, etc.). Identify and explain any contingencies which are included in the proposed price, such as anticipated costs of rejects and defective work, or anticipated technical difficulties.

3. Indicate the rates used and provide an appropriate explanation. Where agreement has been reached with Government representatives on the use of forward pricing rates, describe the nature of the agreement. Provide the method of computation and application of your overhead expense, including cost breakdown and showing trends and budgetary data as necessary to provide a basis for evaluation of the reasonableness of proposed rates.

4. If the total cost entered here is in excess of \$250, provide on a separate page the following information on each separate item of royalty or license fee: name and address of licensor; date of license agreement; patent number, patent application serial numbers, or other basis on which the royalty is payable; brief description, including any part or model numbers of each contract item or component on which the royalty is payable; percentage or dollar rate of royalty per unit; unit price of contract items; number of units; and total dollar amount of royalties. In addition, if specifically requested by the contracting officer, a copy of the current license agreement and identification of applicable claims of specific patents shall be provided.

5. Provide a list of principal items within each category indicating known or anticipated source, quantity, unit price, competition obtained, and basis of establishing source and reasonableness of cost.

CONTINUATION OF EXHIBIT A—SUPPORTING SCHEDULE AND REPLIES TO QUESTIONS H AND V.

A RESOLUTION

AUTHORIZING APPROVAL AND EXECUTION OF AN AMENDMENT TO AN AGREEMENT WITH PEAT, MARWICK, MITCHELL & CO. FOR PROFESSIONAL SERVICES RELATED TO THE COST EFFECTIVENESS PORTION OF ALTERNATIVES ANALYSIS.

WHEREAS, the Metropolitan Transit Authority of Harris County, Texas (herein called the "MTA") and Peat, Marwick, Mitchell & Co. (herein called the "Consultant") previously entered into an agreement as of the 18th day of July, 1979 (herein called the "Agreement") for the alternatives analysis services specified therein; and

WHEREAS, due to fiscal year budgetary limitations, it was necessary to divide the required professional services into several phases; and

WHEREAS, Phase IA has been successfully completed; and

WHEREAS, it is necessary to amend the Agreement in order to initiate the Phase IB professional services and complete Phase I of the alternatives analysis services;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The amendment to the Agreement between the Metropolitan Transit Authority and Peat, Marwick, Mitchell & Co. for alternatives analysis services in the form attached hereto be approved.

Section 2: The Chairman of the Board be authorized to execute and the Secretary to attest to such amendment.

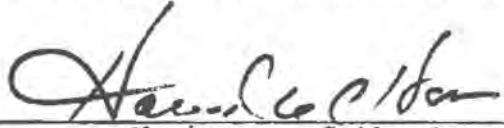
Section 3: Such amendment increases the amount of compensation to be paid to the Consultant by \$43,917 for a total contractual amount of \$95,917.

Section 4: This Resolution shall be effective immediately upon its passage.

PASSED this 9th day of January, 1980

APPROVED this 9th day of January, 1980

METROPOLITAN TRANSIT AUTHORITY

By: 
Chairman of the Board

ATTEST:


SECRETARY

APPROVED (SUBSTANCE):


EXECUTIVE DIRECTOR

APPROVED (FORM):


LEGAL COUNSEL

C76/G

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS §

This is an Amendment to an Agreement (hereinafter referred to as the "Agreement") which was entered into as of July 18, 1979 by and between the METROPOLITAN TRANSIT AUTHORITY of Harris County, Texas (hereinafter referred to as the "MTA") and PEAT, MARWICK, MITCHELL & CO. (hereinafter referred to as the "Consultant"), said Amendment entered into as of this 9th day of January, 1980.

The MTA and the Consultant, as parties to this Amendment, do mutually agree to amend the Agreement as follows:

1. ARTICLE I: SCOPE OF SERVICES is amended to read as follows:

The Consultant shall undertake, perform and complete in an expedient, satisfactory and proper manner the professional services described in the "Scope of Services" attached hereto as Exhibit "A" related to the project described in the Scope of Services (herein called the "Project") related to the Cost-Effectiveness Portion for Phase I of Alternatives Analysis, a portion of Element 4.7 of the 1979 and 1980 Houston-Galveston Area Council (herein called "H-GAC") Unified Work Programs. Additionally, the Consultant will play a role in Phase II of Alternatives Analysis as deemed appropriate by the MTA in the exercise of its sole discretion based on Phase I Alternatives Analysis results and contingent upon UMTA approval of additional funding for Phase II of the Project. It is anticipated that approximately \$120,000 will be allocated for Phase II services by the Consultant and its Subconsultants, subject to the conditions hereinabove expressed. Additional phases may be added to the Agreement at a later date as provided by Article XI hereunder.

2. The third paragraph of Article II: CONSULTANT PERSONNEL AND RESPONSIBILITY AND SUBCONSULTANTS is amended to read as follows:

The Consultant designates Jeffrey M. Bruggeman as the Project Manager, which person shall commit 360 hours of his time to the Phase I of the Project. In addition, the Consultant commits 920 hours of Robert L. Peskin's time to Phase I of the Project. The Project Manager may be changed by the Consultant from time to time, provided that written notice thereof is given to the MTA.

3. The second and third paragraphs of ARTICLE VII: COMPENSATION are amended to read as follows:

The maximum amount payable for services and expenses to be rendered or subcontracted for under this Agreement is \$90,055. The Consultant's fixed fee for services rendered shall be in the amount of \$5,862. The basis of the compensation is attached hereto and incorporated herein as Exhibit B.

It is agreed and understood that this is a cost-plus-fixed-fee Agreement in the maximum amount of \$95,917 for Phase I.

4. The third and fourth paragraphs of ARTICLE VIII: METHOD AND SCHEDULE OF PAYMENT are amended to read as follows:

The MTA shall cause payment to be made to the Consultant within sixty (60) days of the date the invoice is received by the MTA; provided, however, that if the Consultant is in violation or in breach of any of the terms of this Agreement or has not been fulfilling the Scope of Services designated herein as a matter within the sole discretion of the Executive Director of the MTA or his designee exercised in good faith, then and in that event, the MTA after notification of the cause of dissatisfaction and failure of the Consultant to remedy within the time specified, shall be authorized to withhold 10% of the amount of the invoices submitted hereunder in order to ensure the Consultant's satisfactory compliance with the Scope of Services. As soon as the Consultant has remedied the cause of the MTA's dissatisfaction, the remaining 10% shall be paid immediately to the Consultant, without interest thereon.

If, within sixty (60) days of the receipt of any such invoice, the MTA should fail to pay the Consultant the full sum specified in any such invoices, except as specifically provided above, then the MTA shall pay to the Consultant from its own funds, in addition to the sum shown as due by such invoice, interest on any unpaid portion thereof at the rate of 10 percent per annum figured from the 61st day after receipt of the invoice by the MTA until fully paid, the payment of which shall fully liquidate any injury to the Consultant arising from such delay in payments.

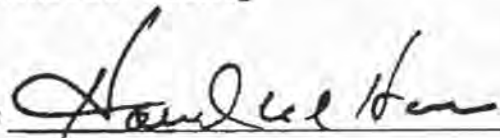
5. EXHIBIT A, SCOPE OF SERVICES is replaced by the EXHIBIT A, SCOPE OF SERVICES attached hereto.

6. EXHIBIT B of the Agreement is replaced by the EXHIBIT B attached hereto.
7. This Amendment shall not be binding upon either party hereto until such time that the H-GAC has approved the Amendment. If the H-GAC has any problems with the Amendment as executed, the Executive Director of the MTA or his designee has the right to negotiate any changes on behalf of the MTA, except that the total amount payable hereunder cannot be altered by the Executive Director or his designee.

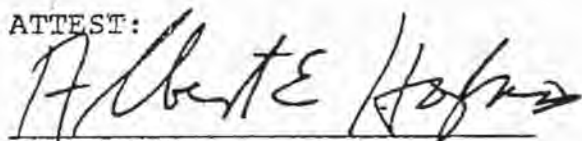
Except as modified herein, the Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the MTA and the Consultant have executed this Amendment as of the date first above written.

METROPOLITAN TRANSIT AUTHORITY
of Harris County

By: 

ATTEST:


SECRETARY

APPROVED (SUBSTANCE):


EXECUTIVE DIRECTOR

APPROVED (FORM):


LEGAL COUNSEL

PEAT, MARWICK, MITCHELL & CO.

By:
Title:

Littleton C. Macdonald
Principal

ATTEST:

William M. Benzema
C76/J

EXHIBIT A
SCOPE OF SERVICES

COST EFFECTIVENESS ELEMENT

PHASE I

The Scope of Consultant services under the agreement include such work as the Metropolitan Transit Authority may desire and request all in connection with and in support of the Cost Effectiveness portion of Alternatives Analysis.

Task 1: Develop Detailed Work Process

A detailed study design will be prepared to bring together all of the diverse C-E related work elements and consultant activities on the Transitway Alternatives Analysis project. The preparation of the detailed study design will be undertaken in the following sequence:

- . participation in initial project planning sessions in Houston during early August, 1979;
- . participation in major study organization sessions in Houston on August 28 and 29, 1979;
- . preparation of draft study design materials for work element 4 and submission to MTA for review and the management consultant for incorporation in the draft overall study design document; and
- . review and modification as required to the draft study design document prepared by the management consultant and response to any technical issues raised by MTA or other team members.

Task 2: Identify Goals and Objectives

The goals and objectives of the study must be consistent with overall transportation and urban planning goals for the Houston area. The goals and objectives must also be reflected in the technical inputs and review of the results of the various al-

ternatives. The following steps will be undertaken as part of this task:

- . review of published goals and objectives and similar statements prepared previously by MTA, the Houston-Galveston Area Council (HGAC), the City of Houston, Harris County, State of Texas or other involved agencies;
- . review of UMTA goals and objectives, particularly any emerging guidelines for alternatives analysis studies;
- . identification of any apparent conflict among existing goals and objectives with recommendations for resolution;
- . preparation of a brief technical memorandum outlining the review of the existing goals and objectives statements;
- . translation of published goals and objectives into service standards and other criteria for designing alternatives;
- . interpretation of the METRO plan as guidelines for specific input to alternatives design; and
- . application of the service standards to the design of alternatives and identification of output measures for evaluation against standards of goal achievement.

Task 3: Develop Cost-Effectiveness Methodology

During Phase I, the cost-effectiveness methodology will be applied at four specific stages during the study. These stages include:

- . after completion of the max-demand run(s);
- . after completion of the max-bus, max-rail, and initial base case runs;
- . after completion of the initial systems and low-capital runs; and
- . after completion of the final refined alternatives leading to the short list.

At each stage, a somewhat different cost-effectiveness methodology will be employed. The methodologies will become increasingly comprehensive for each succeeding stage. For each stage, however, the methodology will incorporate the following

major components:

- . assembly of results from the previous runs;
- . review interpretation, and analysis of these results;
- . achievement of consensus on the results of this review;
- . preparation of a proposal for the next stage of analysis and the alternatives to be included; and
- . review and approval of the proposal by involved participants.

The most important characteristics of the anticipated methodology to be employed at each stage are noted below:

. Stage 1:

- . results based primarily on overall patronage figures, plan "fatal flaw" factors from conceptual engineering and environmental analysis teams;
- . review to be conducted internally by MTA staff and members of the consultant team;
- . analysis focusing on demand thresholds for technologies and clear dominance among configurations and alignments;
- . objectives to determine modal feasibility within each major corridor and select preferred service configuration(s); and
- . design of the max-rail and max-bus alternatives for the next stage of the analysis.

. Stage 2:

- . results to be based upon patronage analysis of route segments, simple capital costs based on design standards, simple operating cost and revenue estimates, and identification of major environmental impacts;
- . internal review quite extensive with limited external review by most-affected agencies; the most-affected agencies will be identified by the systems design group, based upon the assessment of that group of the facilities that will be most affected by each alternative;
- . objectives of this stage to reduce the number of options in each corridor to a manageable level; and
- . selected packages of corridor and regional systems

identified for the next stage of analysis.

. Stage 3:

- . results based on more detailed patronage and accessibility data, engineering estimates of capital cost, refined operating costs, and environmental impacts;
- . comprehensive internal review and external review by a variety of agencies and citizen groups;
- . relatively formal cost-effectiveness trade-offs between capital costs, operating cost, patronage, and environmental factors;
- . objective to determine any further refinement or addition to the list of alternatives; and
- . specification of any additional analysis or evaluation.

. Stage 4:

- . results based on similar materials to stage 3 for the revised and/or additional alternatives;
- . extensive internal review and external review by those agencies directly impacted by revisions to alternatives previously reviewed in stage 3;
- . objective to refine decisions and eliminate marginal alternatives.

The methodologies to be employed at each stage will be outlined in a technical memorandum which will be developed and subsequently revised as necessary based on the results of succeeding stages. The Consultant shall refine the cost-effectiveness methodology based on early inputs from the citizens, other agencies and the MTA Board.

Task 4: Specify Measures for Evaluation

This task will be undertaken in conjunction with task 3 above to identify the specific measures that will be required to conduct each stage of the evaluation. The development of the specific measures will proceed as follows:

- . discuss with MTA staff and other team members measures considered to be important in their particular areas of responsibility;
- . review measures used in previous major alternatives analysis projects;

- . review ongoing UMTA guidelines work on alternatives analysis, being conducted in part by PMM&Co.;
- . develop proposed Stage 1 and Stage 2 measures primarily for internal review by a technical audience;
- . refine and finalize the Stage 1 and Stage 2 measures with MTA staff and team members;
- . prepare more comprehensive list of measures for Stage 3 and Stage 4 evaluation;
- . review measures with MTA staff and consultant team members;
- . finalize Stage 3 and Stage 4 measures in a technical memorandum.

Task 5: Identify Data Requirements and Responsibilities

The data requirements for each of the measures developed in task 4 will be clearly developed. The responsible consulting team member or public agency to provide the information will be identified. The most expeditious manner of preparing the necessary information will be mutually agreed upon, together with format for the data items and a schedule for their provision.

A special data development activity will be conducted by the cost-effectiveness team for the Stage 1 analysis. This involves the development of standards for modal cost-effectiveness based primarily upon projected ridership levels and type of technology. This activity will build upon previous work conducted by UMTA, various alternatives analysis studies, the Chicago Area Transportation Study (CATS), the Regional Plan Association of New York, and original work.

Other data items needed at each stage are indicated below:

- . Stage 1:
 - . patronage for each major facility;
 - . conceptual engineering fatal flaw factors; and
 - . environmental fatal flaw factors.

- . Stage 2:
 - . more detailed patronage results;
 - . aggregate operating statistics;
 - . capital costs estimated from design standards, unit cost buildup, and analysis of special facilities;
 - . simple operating and maintenance costs from aggregate operating statistics; and
 - . assessment of major environmental impacts and recommendations for amelioration or limitation on alternatives.
- . Stage 3:
 - . patronage results plus accessibility measures and similar demand-derived measures;
 - . more detailed operating statistics, fleet requirements, etc.;
 - . initial engineering capital cost estimates;
 - . refined operating and maintenance costs from a simple model; and
 - . more detailed environmental assessment, particularly of socio-economic impacts.
- . Stage 4:
 - . similar to Stage 3 for the additional alternatives; and
 - . special responses to particular issues raised during the Stage 3 evaluation.

Task 6: Identify Roles and Responsibilities for Citizen Groups, Other Agencies, and the MTA Board

During this task, the formal reviews with various agencies indicated as necessary as part of the cost-effectiveness methodology will be identified in detail. In addition, less formal reviews and contacts among various agencies will be evaluated and some simple coordinative structure will be established to avoid embarrassing or conflicting situations in dealing with other agencies, developers, and citizen groups. To ensure that all contacts are properly coordinated, an MTA staff member will be designated as the primary point of contact with each outside agency.

The more formal roles of the various agencies will occur as part of the review of alternatives at the end of each stage. The predominant reviews are outlined below, in the approximate order of their occurrence:

- . Stage 1:
 - . entirely internal to MTA staff and the project team.
- . Stage 2:
 - . technical review with SDHPT, City of Houston, and the Texas Turnpike Authority (TTA);
 - . briefings for the business community, major developers and land owners in activity centers, and the citizen advisory board (CAB) leaders;
 - . briefing to MTA board committee and full board, if desired.
- . Stage 3:
 - . technical reviews with SDHPT, TTA, City of Houston, UMTA, and FHWA;
 - . major review with the business community, developers, and the CAB;
 - . technical briefing of the MTA board committee;
 - . public meeting or briefing(s) within the various corridors; and
 - . full presentation to the MTA board.
- . Stage 4:
 - . technical reviews as required based on nature of revised and/or additional alternatives;
 - . technical briefing of MTA board committee;
 - . other technical or public reviews as required; and
 - . MTA board review and approval of the short list.

Task 7: Assemble and Analyze Data

The cost-effectiveness team will assemble the various inputs from other team members and perform the necessary analyses as outlined in the development of the cost-effectiveness methodology. The major work efforts will include the following:

- . Stage 1:
 - . test results from each corridor and major facility against the modal technology thresholds developed under task 4.5 above;
 - . assemble all fatal flaw factors identified by conceptual engineering and environmental analysis teams; and
 - . document formal and informal technical evaluations and decisions.
- . Stage 2:
 - . assemble results from patronage analysis, capital costs, operating costs, and environmental assessments;
 - . compute simple measures required at this stage; and
 - . prepare data for review.
- . Stage 3:
 - . assemble more detailed data from team members;
 - . perform additional analysis and calculations as required;
 - . assist in any required calculations for secondary alternatives;
 - . prepare cost-effectiveness rankings; and
 - . prepare data for external review.
- . Stage 4:
 - . similar activities to stage 3; and
 - . develop materials in form for short list preparation.

Task 8: Assist in Decision-Making Process

Assistance in the decision-making process will flow directly from the task 7 activities. Since the cost-effectiveness team will serve as the technical focus for review and decision-making, the following basic steps will be undertaken at each stage as appropriate:

- . attend and provide support for the technical session(s) for the review of alternatives analyzed in the previous stage;
- . document the technical decisions made during this review;
- . participate in the conceptual design of the alternatives for the next stage;
- . prepare the proposal describing each of the subsequent alternatives;
- . assist MTA staff in the external review of the prior results and the proposal for the next stage;
- . assist MTA staff in the presentation and interpretation of the Stage 3 and Stage 4 results to citizen groups;
- . modify the proposal based upon comments received from the technical review and response of other team members; and
- . document the major outcomes of the external review process.

Task 9: Identify and Develop Houston Transitway Alternatives
Analysis Report Standards and Graphics Format

The cost-effectiveness team will work with MTA staff and the Management Consultant in developing report standards and graphics formats for use throughout the project. These standards will be summarized in a guidelines document for use by all team members and will cover items such as:

- . reports organization and format, including size, type face, colors, covers and title page, section and category hierarchy, margins, pagination, style, and graphics terminology and standards;
- . reproduction standards and form; and
- . public presentation format.

The cost-effectiveness team will also work with the management consultant to identify distribution procedures for documents of various types.

Task 10: Assist in the Development of Report Graphics

The cost-effectiveness team will assist MTA staff in preparing draft and final graphics for reports and other documentation. The material will include both rough sketches and other materials for draft documents and final materials for large-scale reproduction. Most material will be designed for reproduction on conventional office copiers, although color materials may be provided at the request of the MTA staff.

Task 11: Provide Services Necessary for Public Presentations

The cost-effectiveness team will assist MTA staff and the Management Consultant in developing materials for public presentations. This material will be tailored to specific audiences, including the business community, developers in activity centers, community leaders, and the general public. This activity will be coordinated with the management consultant in determining the audience for each presentation, particularly those directed at the general public. Materials may include viewgraphs, wall maps, renderings, and 35mm slides. Working materials such as overlays will be provided at appropriate sessions.

Task 12: Provide Special Assistance

The cost-effectiveness team will be available to provide special assistance to MTA staff as required to undertake special analysis or other work efforts not specifically covered in the tasks above. This assistance will be provided primarily to assist in decision-making and to deal with special requests and requirements as they occur. The cost-effectiveness staff will undertake these tasks at the direction of the MTA work element manager upon the recommendation of the Management Consultant. The cost-effectiveness project manager and the MTA work element manager will mutually agree on the scope and cost of these individual assignments before they are undertaken.

Task 13: Prepare Documentation

The cost-effectiveness team will prepare an interim report if so directed by the MTA work element manager. This report will consist of a compilation and updating of various technical memoranda produced during the conduct of this portion of the studies, plus a detailed status report on alternatives development, testing, and evaluation completed by that point. Among the sections to be included are:

- . alternatives analysis goals and objectives;
- . cost-effectiveness methodology;

- . measures for Phase I evaluation;
- . date requirements and responsibilities; and
- . reports standard and graphics format.

This material will be submitted in a form that is complementary to documentation prepared by other team members.

At the conclusion of Phase I, the cost-effectiveness team will document all subsequent alternatives development, testing, and evaluation activities. A final report will be prepared which includes the materials used for decision-making, the results of the decisions, and a summary of the external comments and review. This report will reference other detailed technical documents prepared by other team members.

The cost effectiveness team will also prepare the final short-list of alternatives selected for Phase II analysis. The team will assist MTA staff and the Management Consultant in preparing any additional materials to be transmitted to UMTA for their review and approval.

(RESEARCH AND DEVELOPMENT)

Office of Management and Budget
Approval No. 29-RO184

This form is for use when (i) submission of cost or pricing data (see FPR 1-3.807-3) is required and (ii) substitution for the Optional Form 39 is authorized by the contracting officer.

PAGE NO.

NO. OF PAGES

NAME OF OFFEROR

Reat, Marwick, Mitchell & Co.

HOME OFFICE ADDRESS

1990 K Street, N. W.
Washington, DC 20006

SUPPLIES AND/OR SERVICES TO BE FURNISHED

Cost Effectiveness - Phase I

DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED

TOTAL AMOUNT OF PROPOSAL

GOV'T SOLICITATION NO.

\$

DETAIL DESCRIPTION OF COST ELEMENTS

1. DIRECT MATERIAL (Itemize on Exhibit A)	EST COST (\$)	TOTAL EST COST ¹	REFERENCE ²
a. PURCHASED PARTS			
b. SUBCONTRACTED ITEMS			
c. OTHER—(1) RAW MATERIAL			
(2) YOUR STANDARD COMMERCIAL ITEMS			
(3) INTERDIVISIONAL TRANSFERS (At other than cost)			
TOTAL DIRECT MATERIAL			
2. MATERIAL OVERHEAD ³ (Rate % XS base=)			
3. DIRECT LABOR (Specify)	ESTIMATED HOURS	RATE/HOUR	EST COST (\$)
L.C. MacDorman	50	39.24	1962
J.M. Bruggeman	360	28.92	10411
R.L. Peskin	920	14.78	13597
Administrative Support	156	9.53	1485
TOTAL DIRECT LABOR			\$27,455
4. LABOR OVERHEAD (Specify Department or Cost Center) ⁴	O.H. RATE	X BASE=	EST COST (\$)
Prior to Dec. 1, 1979	1.10	15,252	16,777
After Dec. 1, 1979	1.08	12,203	13,179
TOTAL LABOR OVERHEAD			29,956
5. SPECIAL TESTING (Including field work at Government installations)		EST COST (\$)	
TOTAL SPECIAL TESTING			
6. SPECIAL EQUIPMENT (If direct charge) (Itemize on Exhibit A)			
7. TRAVEL (If direct charge) (Give details on attached Schedule)		EST COST (\$)	
a. TRANSPORTATION		8181	
b. PER DIEM OR SUBSISTENCE		500	
TOTAL TRAVEL		8,681	
8. CONSULTANTS (Identify—purpose—rate)		EST COST (\$)	
Urban Resource Center		9000	
Linneagraph		9700	
TOTAL CONSULTANTS		18,700	
9. OTHER DIRECT COSTS (Itemize on Exhibit A)			5,263
TOTAL DIRECT COST AND OVERHEAD			90,055
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of cost element Nos.) ⁵			
12. ROYALTIES ⁶			
TOTAL ESTIMATED COST			90,055
14. FEE OR PROFIT			5,862
TOTAL ESTIMATED COST AND FEE OR PROFIT			95,917

This proposal is submitted for use in connection with and in response to (Describe RFP, etc.)

and reflects our best estimates as of this date, in accordance with the Instructions to Offerors and the Footnotes which follow.

TYPED NAME AND TITLE

Littleton C. MacDorman, Principal

SIGNATURE

Littleton C. MacDorman

NAME OF FIRM

DATE OF SUBMISSION

1/8/80

EXHIBIT 'B'—SUPPORTING SCHEDULE (Specify. If more space is needed, use reverse)

COST EL NO.	ITEM DESCRIPTION (See footnote 5)	EST COST (\$)
	7a. Transportation	
	Round trip air travel 23 @ \$325	7,475
	ground transportation 10 days @ \$30/day	300
	relocation for Peskin	406
	subtotal	\$8,181
	7b. Subsistence 10 days @ \$50	500
	9 Materials and communications	1,983
	Housing- Peskin and Bruggeman @ \$400/m. for 4 m. *	1,600
	Computer Expense	780
	Reproduction	900
		\$5,263
	*Cost shared with Work Element 2	

I. HAS ANY EXECUTIVE AGENCY OF THE UNITED STATES GOVERNMENT PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER GOVERNMENT PRIME CONTRACT OR SUBCONTRACT WITHIN THE PAST TWELVE MONTHS?

☒ YES ☐ NO (If yes, identify below.)

NAME AND ADDRESS OF REVIEWING OFFICE AND INDIVIDUAL

TELEPHONE NUMBER/EXTENSION

II. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS PROPOSED CONTRACT?

☐ YES ☒ NO (If yes, identify on reverse or separate page)

III. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT?

☐ YES ☒ NO (If yes, identify.): ☐ ADVANCE PAYMENTS ☐ PROGRESS PAYMENTS OR ☐ GUARANTEED LOANS

IV. DO YOU NOW HOLD ANY CONTRACT (Or, do you have any independently financed (IR&D) projects) FOR THE SAME OR SIMILAR WORK CALLED FOR BY THIS PROPOSED CONTRACT?

☐ YES ☒ NO (If yes, identify.):

V. DOES THIS COST SUMMARY CONFORM WITH THE COST PRINCIPLES SET FORTH IN AGENCY REGULATIONS?

☒ YES ☐ NO (If no, explain on reverse or separate page)

See Reverse for Instructions and Footnotes

OPTIONAL FORM 60 (10-71)

A RESOLUTION

AUTHORIZING APPROVAL AND EXECUTION OF A THIRD AMENDMENT TO AN AGREEMENT WITH SCHIMPELER-CORRADINO ASSOCIATES FOR PROFESSIONAL SERVICES RELATED TO THE DEMAND IMPACT ANALYSIS, ENVIRONMENTAL IMPACT ASSESSMENT, DRAFT ENVIRONMENTAL IMPACT STATEMENT PREPARATION AND PROJECT MANAGEMENT, COMMUNITY PARTICIPATION SUPPORT OF ALTERNATIVES ANALYSIS.

WHEREAS, the Metropolitan Transit Authority of Harris County, Texas (herein called the "MTA") and Schimpeler-Corradino Associates (herein called the "Consultant") previously entered into an agreement as of the 27th day of June, 1979 (herein called the "Agreement") which Agreement was amended on the 18th day of July, 1979 and again on the 5th day of September, 1979, for the alternatives analysis services specified therein; and

WHEREAS, due to fiscal year budgetary limitations, it was necessary to divide the required professional services into several phases; and

WHEREAS, Phase I-A has been successfully completed; and

WHEREAS, it is necessary to again amend the Agreement in order to initiate the Phase I-B professional services and complete Phase I of the alternatives analysis services;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The third amendment to the Agreement between the Metropolitan Transit Authority and Schimpeler-Corradino Associates for alternatives analysis services in the form attached hereto be approved.

Section 2: The Chairman of the Board be authorized to execute and the Secretary to attest to such amendment.

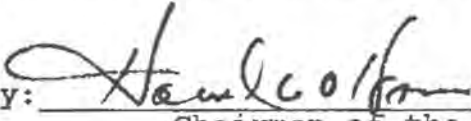
Section 3: Such amendment increases the amount of compensation to be paid to the Consultant by \$230,930 for a total contractual amount of \$530,930.

Section 4: This Resolution shall be effective immediately upon its passage.

PASSED this 9th day of January, 1980

APPROVED this 9th day of January, 1980

METROPOLITAN TRANSIT AUTHORITY

By: 
Chairman of the Board

ATTEST:


SECRETARY

APPROVED (SUBSTANCE):


EXECUTIVE DIRECTOR

APPROVED (FORM):


LEGAL COUNSEL

C76/H

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS

This is a Third Amendment to an Agreement (hereinafter referred to as the "Agreement") which was entered into as of June 27, 1979 by and between the METROPOLITAN TRANSIT AUTHORITY of Harris County, Texas (hereinafter referred to as the "MTA") and SCHIMPELER-CORRADINO ASSOCIATES (hereinafter referred to as the "Consultant") which Agreement was amended on July 18, 1979 and again on September 5, 1979, said Third Amendment entered into as of this 9th day of January, 1980.

The MTA and the Consultant, as parties to this Third Amendment, do mutually agree to again amend the Agreement as follows:

1. ARTICLE I: SCOPE OF SERVICES is amended to read as follows:

The Consultant shall undertake, perform and complete in an expedient, satisfactory and proper manner the professional services described in the "Scope of Services" attached hereto as Exhibit A related to the Demand Impact Analysis, Environmental Impact Assessment, Draft Environmental Impact Statement Preparation and Project Management, Community Participation Support for Phase I of the Alternatives Analysis, a portion of Element 4.7 of the 1979 and 1980 Houston-Galveston Area Council (herein called "H-GAC") Unified Work Programs. Additionally, the Consultant will play a role in Phase II of Alternatives Analysis as deemed appropriate by the MTA in the exercise of its sole discretion based on Phase I Alternatives Analysis results and contingent upon UMTA approval of additional funding for Phase II of the Project. It is anticipated that approximately \$560,200 will be allocated for Phase II services by the Consultant and its Subconsultants, subject to the conditions hereinabove expressed. Additional phases may be added to the Agreement at a later date as provided by Article XI hereunder.

2. ARTICLE III: MTA'S RESPONSIBILITIES is amended to read as follows:

In order that the Project shall have the full benefit of the MTA's experience and knowledge of existing needs and facilities and its full support in the areas of policies and standards, the MTA shall accomplish in a timely manner the following:

1. Assist the Consultant by placing at its disposal all available information deemed by the MTA to be pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

2. The MTA shall use its best efforts to secure release of other data applicable to the Project held by other public agencies and like bodies.

3. Make all necessary provisions for the Consultant to enter upon public and private property as required for the Consultant to perform the Scope of Services.

4. Provide appropriate floor space and office furniture to establish and maintain an Alternatives Analysis study office.

5. Give prompt written notice to the Consultant whenever the MTA observes, or otherwise becomes aware of, any fault or defect in the Project or non-conformance with this Agreement.

Notwithstanding the above, the MTA shall not in any respect assume responsibility for the Services to be performed hereunder.

3. The second and third paragraphs of ARTICLE VII: COMPENSATION are amended to read as follows:

The maximum amount payable for services and expenses to be rendered or subcontracted for under this Agreement is \$509,357. The Consultant's fixed fee for services rendered shall be in the amount of \$21,573. The basis of the compensation is attached hereto and incorporated herein as Exhibit B.

It is agreed and understood that this is a cost-plus-fixed-fee Agreement in the maximum amount of \$530,930.

4. The third and fourth paragraphs of ARTICLE VIII: METHOD AND SCHEDULE OF PAYMENT are amended to read as follows:

The MTA shall cause payment to be made to the Consultant within sixty (60) days of the date the invoice is received by the MTA; provided, however, that if the Consultant is in violation or in breach of any of the terms of this Agreement or has not been fulfilling the Scope of Services designated herein as a matter within the sole discretion of the Executive

Director of the MTA or his designee exercised in good faith, then and in that event, the MTA after notification of the cause of dissatisfaction and failure of the Consultant to remedy within the time specified, shall be authorized to withhold 10% of the amount of the invoices submitted hereunder in order to ensure the Consultant's satisfactory compliance with the Scope of Services. As soon as the Consultant has remedied the cause of the MTA's dissatisfaction, the remaining 10% shall be paid immediately to the Consultant, without interest thereon.

If, within sixty (60) days of the receipt of any such invoice, the MTA should fail to pay the Consultant the full sum specified in any such invoice, except as specifically provided above, then the MTA shall pay to the Consultant from its own funds, in addition to the sum shown as due by such invoice, interest on any unpaid portion thereof at the rate of 10 percent per annum figured from the 61st day after receipt of the invoice by the MTA until fully paid, the payment of which shall fully liquidate any injury to the Consultant arising from such delay in payments.

5. ARTICLE XXI: LEASE is amended to read as follows:

ARTICLE XXI PROJECT OFFICE

The Consultant shall provide equipment and supplies for all Consultant personnel permanently assigned to the Project office. Additionally, the Consultant shall provide such equipment and supplies as may reasonably be required to support the personnel of the Consultant and the personnel of other consultants temporarily assigned to the Alternatives Analysis Project office. The cost of providing such equipment and supplies shall be billed directly to the MTA by the Consultant as provided in Exhibit B.

6. EXHIBIT A, SCOPE OF WORK is replaced by the EXHIBIT A, SCOPE OF WORK attached hereto.
7. EXHIBIT B of the Agreement is replaced by the EXHIBIT B attached hereto.
8. This Amendment shall not be binding upon either party hereto until such time that the H-GAC has approved the Amendment. If the H-GAC has any problems with the Amendment as executed, the Executive Director of the MTA or his designee has the right to negotiate any changes on behalf of the MTA, except that the total amount payable hereunder cannot be altered by the Executive Director or his designee.

Except as modified herein, the Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the MTA and the Consultant have executed this Third Amendment as of the date first above written.

METROPOLITAN TRANSIT AUTHORITY
of Harris County

By: *San. I. L. Han*

ATTEST:

Albert E. Hoffman
SECRETARY

APPROVED (SUBSTANCE):

Walter Addison
EXECUTIVE DIRECTOR

APPROVED (FORM):

John L. Zippich II
LEGAL COUNSEL

SCHIMPELER CORRADINO ASSOCIATES

By: *Charles Schimpeler*
Title: *Secretary*

ATTEST:

Stephanie L. Vance

C76/K

EXHIBIT A

SCOPE OF SERVICES

The "Project" hereunder consists of the services described in the following five sections.

COMMUNITY PARTICIPATION

Task 1: Study Design

Consultant will work with the MTA Staff and its designated management consultant to develop a work program and schedule for the community participation element of the Transitway Alternatives Analysis. The study design specifies the schedule and budget for each task and identifies deliverables.

Task 2: Develop Community Participation Approach

Through the joint efforts of the MTA and the Community Participation Consultant Team, an approach to community involvement will be developed for the Transitway Alternatives Analysis including the use of organizations, printed media, video or sound media and open public meetings. Publics will be identified and their communications needs prioritized; communications techniques will be evaluated and selected to reach these publics, within available manpower and budget constraints; and, a schedule and manpower allocation will be defined for executing the communications scenario. The relation of the Community Participation Program to the technical and policy review process developed by the Cost Effectiveness Consultant Team will be carefully considered in completing these tasks.

A working memorandum will be produced by the Community Participation Consultant Team to document Task 2.

Task 3: Schedule Community Participation Activities

Consistent with Task 2, the Consultant Team will assist the MTA staff and its management consultant in scheduling events in the Community Participation (CP) Program. Activities to be scheduled will include the following, to the extent that they are included in the CP Program: speakers bureau engagements; citizen-initiated meetings, scheduled public meetings; public service announcements; media coverage; public officials briefings; newsletters; displays; etc. The execution of these activities will be the principal responsibility of the MTA with Consultant support within the available budget limitations. As a result of this task, a calendar of events will be constructed and updated monthly. This task will be coordinated with the community relations staff of the MTA.

Task 4: Organize Community Participation Meetings

The consultant Team will cooperate with MTA staff and management consultant, to the extent the budget will allow, to organize citizen-initiated and scheduled public meetings. Presentation materials and format, personnel and equipment requirements, and dates and times of such activities will be the focus of this task. An "itinerary" by month for each person involved in the CP Program will be established as a product of this task. This will be coordinated with the community relations staff of the MTA.

Task 5: Refine Community Participation Approach

The refinement of Tasks 2 - 4 will be the focus of this portion of the Community Participation Program. This will include the refinement of the community involvement methodology as it may be required to optimize public involvement, the scheduling of activities, and the orchestration of public meetings.

Task 6: Document Community Participation Activities

A working memorandum will be completed as part of Task 2 with schedules and "itineraries" constructed as part of Tasks 3 and 4. Based upon these documents, and the Consultant Team's review of the CP activities, a brief memorandum-type report will be completed to document the problems and opportunities associated with the Community Involvement Program. These materials will be input to the refinement of the CP process.

Finally, a memorandum-type report will be prepared to document the community involvement experiences of Phase I and how the process may be refined in Phase II.

DRAFT ENVIRONMENTAL IMPACT STATEMENT

Task I: Study Design

Staff of the DEIS consultant will attend a study workshop in Houston on August 28 and 29, 1979. Based on the results of that workshop, a detailed study design will be prepared for the DEIS work element and submitted to the MTA's management consultant. The study design will include descriptions of the DEIS work tasks, a schedule, and a budget. Deliverables will be specified.

Task 2: Prepare DEIS Outline and Schedule

An outline of the DEIS will be prepared for review by MTA. When the MTA has approved the outline, it will be transmitted to UMTA for review and comment. The outline will be revised as necessary after

receiving comments from UMTA. The outline will then serve as a guide for the preparation of technical memoranda during Phase I and the finalization of the DEIS during Phase II. The outline will be useful in the development of the work programs for the DEIS and Environmental Impact Assessment work elements for Phase II.

Task 3: Monitor Project's Compliance with Environmental Regulations

The progress during Phase I will be closely monitored to ensure the project's consistency with all applicable environmental regulations and/or guidelines. The environmental guidelines and/or guidelines of at least the following agencies will be collected and will be on file in the project office for easy reference: the President's Council on Environmental Quality, U.S. Department of Transportation, Urban Mass Transportation Administration, Advisory Council on Historic Preservation, Environmental Protection Agency, Federal Highway Administration, the State of Texas including the Texas Air Control Board, the City of Houston, including the Department of Health, and other federal, state, regional and local agencies affected by and affecting the project.

The environmental regulations will be reviewed to determine their applicability to Phase I and Phase II analyses of alternatives. Any contradictions between regulations of different levels or agencies of government or between regulations of different agencies of a single governmental unit will be identified. A memo will be prepared for MTA noting any such conflicts.

Each step of the Phase I analysis will be reviewed to ensure compliance with environmental regulations. Any deviation from the regulations will be brought immediately to the attention of the MTA.

Task 4: Document Purpose of and Need for Action

A technical memorandum regarding the "Purpose of and Need for Action," will be written during Phase I. The memo will succinctly describe the reasons for initiating Alternatives Analyses in the Houston region. Information dealing with the problems to be addressed in the study will be needed to write the chapter and the material will be collected from MTA and the H-GAC. A draft of the memo will be prepared for the MTA's review. After receiving comments, the memo will be finalized.

Task 5: Document Affected Environment

A technical memorandum regarding the "Affected Environment," will be prepared during Phase I. This memo will be prepared from documentation supplied as output from the Environmental Impact Assessment work element and data supplied by the MTA describing existing transit service in terms of routes, modes, ridership, budgets, special services, number of vehicles, and coverage areas. Existing environmental conditions in the region and along the corridors will be described. A draft of the memo will be prepared for the MTA's review. After receiving comments, the memo will be finalized.

Task 6: Prepare Documentation for Phase I Approval

A Phase I report will be prepared for submission to UMTA for formal approval of the Phase I Alternatives Analysis process. This documentation will be completed from the other work element's technical memoranda, particularly the Cost-Effectiveness final document. The report will summarize all Phase I activities including the alternatives considered and the results of the analysis of alternatives. The MTA Board's decision process will be documented along with the information upon which decisions have been based.

DEMAND IMPACT ANALYSIS

The following task are to be completed by Consultant at the direction of the MTA staff and its designated management consultant.

- Task 1. Review Study Design of Demand Impact Analysis. Consultant will review and comment in writing on the draft study design's analysis techniques, schedule, and deliverables.
- Task 2. Review Products of Analysis. Consultant will periodically review the approach and products of the demand impact analysis work element. Reasonable checks on output data will be suggested. Comments will be documented in writing and submitted to MTA.
- Task 3. Document the results of Task 1 and 2 in a Review of the Demand Impact Analysis Report.

PROJECT MANAGEMENT SUPPORT

The following tasks are to be completed by Consultant at the direction and to the extent stipulated by the MTA staff.

- Task 1. Develop detailed study design work schedule in conjunction with the MTA staff and personnel of consultants working on other elements of the project, including tasks, review points, and deliverables.
- Task 2. Establish method of coordination (progress report format, etc.) and schedule with other elements.

- Task 3. Oversee daily implementation and flow of work schedule developed in Task 1. Report directly to MTA Alternatives Analysis Manager and coordinate with MTA Element Directors.
- Task 4. Maintain up-to-date technical and financial records and records of the time and money charged to the budget for all work elements.
- Task 5. Examine assumptions and process by which data are derived to ascertain reasonableness of data and to ensure compatibility of results for different elements.
- Task 6. Determine extent and timing of citizens participation efforts and assist in assembling necessary audiences (citizens, merchants, etc.) and developing necessary materials for the meetings. Participate in meetings as requested by the MTA staff.
- Task 7. Develop the following reports documenting the results of Tasks 1-6: Detailed Study design for Alternatives Analysis; Reporting Format; and Progress Reports.
- Task 8. Develop the detailed study design for Phase II Alternatives Analysis. This will require synthesizing the technical inputs of the consultants for the other work elements into a unified document, schedule and budget.

The Environmental Impact Assessments Scope of Service may be found on the following page.

ENVIRONMENTAL IMPACT ASSESSMENTS

The major tasks in the EIA work element during Phase I are to: (1) develop a detailed study design; (2) collect the necessary background data required to assess the impacts of all alternatives during Phase I and Phase II of the study; (3) assess the impacts of the long list of alternatives by identifying major negative impacts that could lead to elimination of certain alternatives, or elements of alternatives, from consideration, and (4) documentation of the results of all data collection and analysis efforts.

Task 1. Study Design. Prepare a detailed study design.

Task 2. Document Existing Conditions. During Phase I the following categories of data will be collected, catalogued and mapped:

- | | |
|-----------------------|--|
| 1. Air quality | 14. Public Services |
| 2. Noise | 15. Tax Base |
| 3. Vibration | 16. Employment |
| 4. Water quality | 17. Displacements |
| 5. Wildlife | 18. Community Cohesion |
| 6. Vegetation | 19. Elderly and Handicapped |
| 7. Historic Resources | 20. Minority and Low Income Population |
| 8. Climate | 21. Safety and Security |
| 9. Geology | 22. Visual Resources |
| 10. Earthquakes | 23. Parks |
| 11. Subsidence | 24. Archeology |
| 12. Urban Development | 25. Construction |
| 13. Joint Development | |

Once the data are collected and mapped in a preliminary form, information will be produced defining environmentally sensitive areas. The knowledge of environmental constraints will be one input to the development and evaluation of alternatives.

Task 3. Define Environmental Impacts.

The environmental impacts of the base alternative and the various corridor alternatives will be analyzed, and a detailed assessment will be made of the impacts of the base alternatives. The results of the analysis of the base alternatives will be the "baseline" against which the impacts of the other alternatives can be compared.

The Phase I activities will include immediate responsiveness to the consultants responsible for other elements, in assessing the impacts of element of alternatives or complete alternatives. Although potential major problem areas will be identified for each alternative, for all 26 of the impact categories specified in Task 2, detailed assessments will be made only for the following impact categories.

3.1 Air Quality

A pollutant burden analysis will be used for assessing air quality impacts. There will be close coordination with the Demand Impact Analysis consultant in producing the pollutant burden information for each alternative. This subtask will include review of the future vehicle mixes and emission rates used in the burden analysis to ensure compatibility with the latest information from EPA and the local air quality control agency. The results of the burden calculations will be reviewed and any problems will be immediately brought to the attention of the Demand Impact Analysis consultant. In cooperation with local agencies responsible for air quality, a determination will be made as to the compatibility of each alternative with the State Implementation Plan.

3.2 Noise

Noise impacts will be evaluated for the major fixed components of each alternative. An estimate will be made of the number of residences, businesses, and sensitive sites adversely affected. Noise standards of the American Public Transit Association (APTA), Federal Highway Administration, and the Department of Housing and Urban Development will be used to define adverse impacts.

3.3 Historic Resources

The "Criteria of Adverse Effect" found in Section 800. 3(b) of the regulations of the Advisory Council on Historic Preservation will be applied to determine the number of significant historic resources which would be adversely affected by each alternative. Impacts will be stratified as to: (1) destruction of a historic resource or (2) other adverse impact.

3.4 Urban Development

- (1) Conduct employment surveys to update employment estimates in the following areas: 1) Greenway Plaza, 2) Westchase Area, 3) West Loop at Bellaire/Pin Oak Area, 4) Brookhollow/ North Loop Area, and 5) West Loop/Post Oak Place
- (2) Revise population and employment forecasts to ensure compatibility with recent trends.
- (3) Modify the Growth Allocation Program to allow direct input of the zone to zone travel times.

- (4) meet with Private Advisory Group to present and review population and employment forecasts.

3.5 Joint Development

In phase I, the joint development assessment will be limited to a qualitative analysis of the relative potential for joint development opportunities among the various alternatives. The assessment will be based upon the technology to be employed and the areas to be served.

3.6 Employment Impacts - Analyze regional employment effects of the alternative systems.

3.7 Displacements

The alternatives will be analyzed to determine displacement in three categories: residential, business and land.

3.8 Community Cohesion

Impact of the alternatives will be assessed in terms of neighborhood severance affects, ethnic cohesion, and stability and life style of an area.

3.9 Minority and Low-Income Population

A determination will be made of the major negative effects, if any, on these segments of the population. Such impacts will include displacements, loss of jobs, or a change in mobility.

3.10 Visual Resources

A qualitative assessment will be made of the potential of each alternative for major negative impacts on important visual resources. A determination will be made, for each of the alternatives, of the number of visual resources destroyed and the number of important views and vistas disrupted. Appropriate mitigation measures will be developed.

3.11 Archeology

The alternatives will be examined to determine encroachment, if any, on significant archaeologic resources. The number of such sites adversely impacted will be calculated for each alternative. Mitigation measures will be proposed where appropriate.

Task 4. Prepare for and Participate in System Alternative Workshops.

Task 5. Document Results.

The documentation of results of the Environmental Impact Assessment work element will be prepared. The technical memorandum on existing conditions (Task 2 activities) will be finalized as well as a memorandum report on the expected impacts of the baseline and corridor alternatives (all Task 3 activities).

Supporting graphics will be prepared as appropriate. These memoranda will be suitable for incorporation into the Draft Environmental Impact Statement as a separate chapter. A technical memorandum documenting the environmental assessment of the Phase I alternatives will also be prepared.

CONTRACT PRICING PROPOSAL (RESEARCH AND DEVELOPMENT)

Office of Management and Budget
Approval No. 29-RO184

This form is for use when (i) submission of cost or pricing data (see FPR 1-3.807-3) is required and (ii) substitution for the Optional Form 39 is authorized by the contracting officer.

PAGE NO.

NO. OF PAGES

NAME OF OFFEROR

Schimpeler Corradino Associates

HOME OFFICE ADDRESS

1429 South Third Street
Louisville, KY. 40208

SUPPLIES AND/OR SERVICES TO BE FURNISHED

CITIZEN INVOLVEMENT - Phase I

DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED

TOTAL AMOUNT OF PROPOSAL

\$ 22,000

GOV'T SOLICITATION NO.

DETAIL DESCRIPTION OF COST ELEMENTS

1. DIRECT MATERIAL (Itemize on Exhibit A)

EST COST (\$)

TOTAL EST COST¹

REFERENCE²

a. PURCHASED PARTS

b. SUBCONTRACTED ITEMS

c. OTHER—(1) RAW MATERIAL

(2) TOUR STANDARD COMMERCIAL ITEMS

(3) INTERDIVISIONAL TRANSFERS (At other than cost)

TOTAL DIRECT MATERIAL

2. MATERIAL OVERHEAD³ (Rate % of

% of

base=)

3. DIRECT LABOR (Specify)

ESTIMATED HOURS

RATE/HOUR

EST COST (\$)

Corradino (Home)

126

23.62

\$ 2976

Page (field)

20

12.75

255

Technical support (home)

20

12.00

240

TOTAL DIRECT LABOR

3,471

4. LABOR OVERHEAD (Specify Department or Cost Center)⁴

O.H. RATE

% BASE=

EST COST (\$)

Home office

123.35%

3216

\$ 3967

Field office

34.15%

255

87

TOTAL LABOR OVERHEAD

4,054

5. SPECIAL TESTING (Including field work at Government installations)

EST COST (\$)

TOTAL SPECIAL TESTING

6. SPECIAL EQUIPMENT (If direct charge) (Itemize on Exhibit A)

7. TRAVEL (If direct charge) (Give details on attached Schedule)

EST COST (\$)

a. TRANSPORTATION

\$ 1020

b. PER DIEM OR SUBSISTENCE

280

TOTAL TRAVEL

1,300

8. CONSULTANTS (Identify—purpose—rate)

EST COST (\$)

Naomi Lede Associates

\$12000

TOTAL CONSULTANTS

12,000

9. OTHER DIRECT COSTS (Itemize on Exhibit A)

62

10.

TOTAL DIRECT COST AND OVERHEAD

20,887

11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of cost element No. 8)

3

360

12. ROYALTIES⁵

12.

TOTAL ESTIMATED COST

21,247

14. FEE OR PROFIT

753

15.

TOTAL ESTIMATED COST AND FEE OR PROFIT

22,000

Citizen Involvement

TYPED NAME AND TITLE

SIGNATURE

NAME OF FIRM

DATE OF SUBMISSION

EXHIBIT B—SUPPORTING SCHEDULE (Specify. If more space is needed, use reverse)

1. HAS ANY EXECUTIVE AGENCY OF THE UNITED STATES GOVERNMENT PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER GOVERNMENT PRIME CONTRACT OR SUBCONTRACT WITHIN THE PAST TWELVE MONTHS?

☐ YES ☐ NO (If yes, identify below.)

NAME AND ADDRESS OF REVIEWING OFFICE AND INDIVIDUAL

TELEPHONE NUMBER/EXTENSION

11. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS PROPOSED CONTRACT?

☐ YES ☐ NO (If yes, identify on reverse or separate page)

III. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT?

☐ YES ☐ NO (If yes, identify.): ☐ ADVANCE PAYMENTS ☐ PROGRESS PAYMENTS OR ☐ GUARANTEED LOANS

IV. DO YOU NOW HOLD ANY CONTRACT (Or, do you have any independently financed (IR&D) projects) FOR THE SAME OR SIMILAR WORK CALLED FOR BY THIS PROPOSED CONTRACT?

☐ YES ☐ NO (If yes, identify.):

Y. DOES THIS COST SUMMARY CONFORM WITH THE COST PRINCIPLES SET FORTH IN AGENCY REGULATIONS?

☐ YES ☐ NO (If no, explain on reverse or separate page)

Set Reverse for Instructions and Footnotes

OPTIONAL FORM 60 (10-71)

CONTRACT PRICING PROPOSAL
(RESEARCH AND DEVELOPMENT)

Office of Management and Budget
Approval No. 29-RO184

This form is for use when (i) submission of cost or pricing data (see FPR 1-3.807-3) is required and (ii) substitution for the Optional Form 59 is authorized by the contracting officer.

PAGE NO.

NO. OF PAGES

NAME OF OFFEROR

Schimpeler Corradino Associates

HOME OFFICE ADDRESS

1429 South Third Street
Louisville, Ky. 40208

SUPPLIES AND/OR SERVICES TO BE FURNISHED

DEIS Phase I

DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED

TOTAL AMOUNT OF PROPOSAL

\$ 29,300

GOVT SOLICITATION NO.

DETAIL DESCRIPTION OF COST ELEMENTS

1. DIRECT MATERIAL (Itemize on Exhibit A)

EST COST (\$)

TOTAL
EST COST¹

REFER-
ENCE²

a. PURCHASED PARTS

b. SUBCONTRACTED ITEMS

c. OTHER—(1) RAW MATERIAL

(2) YOUR STANDARD COMMERCIAL ITEMS

(3) INTERDIVISIONAL TRANSFERS (At other than cost)

TOTAL DIRECT MATERIAL

2. MATERIAL OVERHEAD³ (Rate %X\$ base=)

3. DIRECT LABOR (Specify)

ESTIMATED
HOURS

RATE/
HOUR

EST
COST (\$)

Sexton (home)

100

18.44

\$ 1844

Beard (home)

245

10.80

2646

Page (field)

670

12.25

8208

Corradino (home)

20

23.62

472

Technical Sup. (home)

40

12.00

480

TOTAL DIRECT LABOR

13,650

4. LABOR OVERHEAD (Specify Department or Cost Center)⁴

O.H. RATE

X BASE=

EST COST (\$)

Home

123.35%

5443

\$ 6714

Field

34.15%

8207

2802

TOTAL LABOR OVERHEAD

9,516

5. SPECIAL TESTING (Including field work at Government installations)

EST COST (\$)

TOTAL SPECIAL TESTING

6. SPECIAL EQUIPMENT (If direct charge) (Itemize on Exhibit A)

7. TRAVEL (If direct charge) (Give details on attached Schedule)

EST COST (\$)

a. TRANSPORTATION

\$ 2740

b. PER DIEM OR SUBSISTENCE

770

TOTAL TRAVEL

3,510

8. CONSULTANTS (Identify—purpose—rate)

EST COST (\$)

TOTAL CONSULTANTS

9. OTHER DIRECT COSTS (Itemize on Exhibit A)

308

10. TOTAL DIRECT COST AND OVERHEAD

26,984

11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of cost element Nos.)⁵

12. ROYALTIES⁶

13. TOTAL ESTIMATED COST

26,984

14. FEE OR PROFIT

2,316

15. TOTAL ESTIMATED COST AND FEE OR PROFIT

29,300

DEIS

TYPED NAME AND TITLE

SIGNATURE

NAME OF FILM

DATE OF SUBMISSION

SUBMISSION
1/3/80

[illegible]

☐ YES ☐ NO (If yes, identify below.)

NAME AND ADDRESS OF REVIEWING OFFICE AND INDIVIDUAL

TELEPHONE NUMBER/EXTENSION

11. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS PROPOSED CONTRACT?

☐ YES ☐ NO (If yes, identify on reverse or separate page)

III. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT?

☐ YES ☐ NO (If yes, identify.): ☐ ADVANCE PAYMENTS ☐ PROGRESS PAYMENTS OR ☐ GUARANTEED LOANS

IV. DO YOU NOW HOLD ANY CONTRACT (Or, do you have any independently financed (IR&D) projects) FOR THE SAME OR SIMILAR WORK CALLED FOR BY THIS PROPOSED CONTRACT?

☐ YES ☐ NO (If yes, identify.):

V. DOES THIS COST SUMMARY CONFORM WITH THE COST PRINCIPLES SET FORTH IN AGENCY REGULATIONS?

☐ YES ☐ NO (If no, explain on reverse or separate page)

See Reverse for Instructions and Footnotes

OPTIONAL FORM 60 (10-71)

CONTRACT PRICING PROPOSAL

(RESEARCH AND DEVELOPMENT)

Office of Management and Budget
Approval No. 29-RO184

This form is for use when (i) submission of cost or pricing data (see FPR 1-3.807-3) is required and (ii) substitution for the Optional Form 39 is authorized by the contracting officer.

PAGE NO.

NO. OF PAGES

NAME OF OFFEROR

Schimpeler Corradino Associates

HOME OFFICE ADDRESS

1429 South Third Street
Louisville, Kentucky 40208

SUPPLIES AND/OR SERVICES TO BE FURNISHED

Demand Impact Assessment
Phase I of Alternatives Analysis

DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED

TOTAL AMOUNT OF PROPOSAL

\$ 8092

GOVT SOLICITATION NO.

DETAIL DESCRIPTION OF COST ELEMENTS

1. DIRECT MATERIAL (Itemize on Exhibit A)	EST COST (\$)	TOTAL EST COST ¹	REFERENCE ²
a. PURCHASED PARTS			
b. SUBCONTRACTED ITEMS			
c. OTHER—(1) RAW MATERIAL			
(2) YOUR STANDARD COMMERCIAL ITEMS			
(3) INTERDIVISIONAL TRANSFERS (At other than cost)			
TOTAL DIRECT MATERIAL			
2. MATERIAL OVERHEAD ³ (Rate %X\$ base=)			
3. DIRECT LABOR (Specify)	ESTIMATED HOURS	RATE/HOUR	EST COST (\$)
R. G. Walz	200	13.66	\$ 2732
TOTAL DIRECT LABOR			2732
4. LABOR OVERHEAD (Specify Department or Cost Center) ⁴	O.H. RATE	X BASE=	EST COST (\$)
	123.75	2732	3370
TOTAL LABOR OVERHEAD			3370
5. SPECIAL TESTING (Including field work at Government installations)		EST COST (\$)	
TOTAL SPECIAL TESTING			
6. SPECIAL EQUIPMENT (If direct charge) (Itemize on Exhibit A)			
7. TRAVEL (If direct charge) (Give details on attached Schedule)		EST COST (\$)	
a. TRANSPORTATION		\$1100	
b. PER DIEM OR SUBSISTENCE		280	
TOTAL TRAVEL		1380	
8. CONSULTANTS (Identify—purpose—rate)		EST COST (\$)	
TOTAL CONSULTANTS			
9. OTHER DIRECT COSTS (Itemize on Exhibit A)			
TOTAL DIRECT COST AND OVERHEAD		7482	
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of cost element Nos. 1 ⁵)			
12. ROYALTIES ⁶			
TOTAL ESTIMATED COST		7482	
14. FEE OR PROFIT		610	
TOTAL ESTIMATED COST AND FEE OR PROFIT		8092	

DIA

TYPED NAME AND TITLE

SIGNATURE

NAME OF FILM

DATE OF SUBMISSION _____

EXHIBIT B—SUPPORTING SCHEDULE (Specify. If more space is needed, use reverse)

1. HAS ANY EXECUTIVE AGENCY OF THE UNITED STATES GOVERNMENT PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER GOVERNMENT PRIME CONTRACT OR SUBCONTRACT WITHIN THE PAST TWELVE MONTHS?

☐ YES ☐ NO (If yes, identify below.)

NAME AND ADDRESS OF REVIEWING OFFICE AND INDIVIDUAL

TELEPHONE NUMBER/EXTENSION

11. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS PROPOSED CONTRACT?

☐ YES ☐ NO (If yes, identify on reverse or separate page)

III. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT?

☐ YES ☐ NO (If yes, identify.): ☐ ADVANCE PAYMENTS ☐ PROGRESS PAYMENTS OR ☐ GUARANTEED LOANS

IV. DO YOU NOW HOLD ANY CONTRACT (Or, do you have any independently financed (IR&D) projects) FOR THE SAME OR SIMILAR WORK CALLED FOR BY THIS PROPOSED CONTRACT?

☐ YES ☐ NO (If yes, identify.):

V. DOES THIS COST SUMMARY CONFORM WITH THE COST PRINCIPLES SET FORTH IN AGENCY REGULATIONS?

☐ YES ☐ NO (If no, explain on reverse or separate page)

See Reverse for Instructions and Footnotes

OPTIONAL FORM 60 (10-71)

CONTRACT PRICING PROPOSAL
(RESEARCH AND DEVELOPMENT)

Office of Management and Budget
Approval No. 29-RO184

This form is for use when (i) submission of cost or pricing data (see FPR 1-3.807-3) is required and (ii) substitution for the Optional Form 99 is authorized by the contracting officer.

PAGE NO.

NO. OF PAGES

NAME OF OFFEROR

Schimpeler Corradino Associates

HOME OFFICE ADDRESS

1429 S. Third Street
Louisville, Kentucky 40208

SUPPLIES AND/OR SERVICES TO BE FURNISHED

PHASE I MTA ALTERNATIVES ANALYSIS
MANAGEMENT SUPPORT

DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED

TOTAL AMOUNT OF PROPOSAL

GOVT SOLICITATION NO.

DETAIL DESCRIPTION OF COST ELEMENTS

1. DIRECT MATERIAL (Itemize on Exhibit A)	EST COST (\$)	TOTAL EST COST ¹	REFER- ENCE ²
a. PURCHASED PARTS			
b. SUBCONTRACTED ITEMS			
c. OTHER—(1) RAW MATERIAL			
(2) YOUR STANDARD COMMERCIAL ITEMS			
(3) INTERDIVISIONAL TRANSFERS (At other than cost)			
TOTAL DIRECT MATERIAL			
2. MATERIAL OVERHEAD ³ (Rate %XS base=)			
3. DIRECT LABOR (Specify)	ESTIMATED HOURS	RATE/ HOUR	EST COST (\$)
Steiner, R.S. (Home Office)	50	19.71	985.50
Page, R.A. (Field Office)	400	12.20	4880
Schimpeler, C.C. (Home Office)	148	29.53	4369
Schimpeler, C.C. (Field Office)	1672	23.62	39493
Close, Lillie (Field Office)	783	6.06	4745
Walz, R.G. (Home Office)	80	14.07	1126
V.W. Willis (Home Office)	30	10.25	308
Technical Support	964	12.00	11568
TOTAL DIRECT LABOR			66,960
4. LABOR OVERHEAD (Specify Department or Cost Center) ⁴	O.H. RATE	X BASE=	EST COST (\$)
Field Office	34.15%	49,118	16,774
Home Office	123.35%	17842	22008
TOTAL LABOR OVERHEAD			38,782
5. SPECIAL TESTING (Including field work at Government installations)		EST COST (\$)	
TOTAL SPECIAL TESTING			
6. SPECIAL EQUIPMENT (If direct charge) (Itemize on Exhibit A)			
7. TRAVEL (If direct charge) (Give details on attached Schedule)		EST COST (\$)	
a. TRANSPORTATION		8418	
b. PER DIEM OR SUBSISTENCE		2695	
TOTAL TRAVEL		11,113	
8. CONSULTANTS (Identify—purpose—rate)		EST COST (\$)	
MBE - Secretarial (5866 Salary=2933 Burden)		8799	
Community Participation Support		15000	
Technical Support		15000	
TOTAL CONSULTANTS		38,799	
9. OTHER DIRECT COSTS (Itemize on Exhibit A)			
TOTAL DIRECT COST AND OVERHEAD			187,530
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate 3 % of cost element Nos. 8)			1164
12. ROYALTIES ⁵			
TOTAL ESTIMATED COST			187,817
14. FEE OR PROFIT			10,574
TOTAL ESTIMATED COST AND FEE OR PROFIT			198,391

This proposal is submitted for use in connection with and in response to (Describe RFP, etc.)

PHASE I MTA TRANSITWAY ALTERNATIVES ANALYSIS MANAGEMENT SUPPORT

and reflects our best estimates as of this date, in accordance with the Instructions to Offerors and the Formnotes which follow.

TYPED NAME AND TITLE

CHARLES C. SCHIMPELER,
SECRETARY

SIGNATURE



NAME OF FIRM

SCHIMPELER CORRADINO ASSOCIATES

DATE OF SUBMISSION

1/3/80

EXHIBIT B—SUPPORTING SCHEDULE (Specify. If more space is needed, use reverse)

COST EL NO.	ITEM DESCRIPTION (See footnote 5)	EST COST (\$)
9	Mobilization & Relocation (Schimpeler)	
	Household @12000 lbs. Maximum	2500
	Auto @1100 Miles @17¢ Per Mile	187
	SUBTOTAL	2687
9	Phone Service for Project Office	11969
9	Office Supplies, Materials	4000
9	Postage	1400
9	Office Services (Temporary Staff)	2500
9	Leased Furniture (Project Office)	2795
9	Leased Typewriter (Project Office)	360
9	Report Materials, Paper, Graphics	1500
9	Installation of Project Office telephones	3393
9	Computer Costs (For MSCS)	395
	SUBTOTAL	28312
	TOTAL (COST EL.9) (\$10,000 Minimum to MBE)	30999
7a	Transportation	
	Air Travel, Miami-Houston, 18 Trips@290	5220
	Air Travel, Houston-Wash.D.C., 2 Trips@342	684
	Air Travel, Louisville-Houston, 6 Trips@244	1464
	Ground Transportation, 35day@30	1050
	TOTAL (COST EL.7a)	8418
7b	SUBSISTENCE 77 Days @35	2695

I. HAS ANY EXECUTIVE AGENCY OF THE UNITED STATES GOVERNMENT PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER GOVERNMENT PRIME CONTRACT OR SUBCONTRACT WITHIN THE PAST TWELVE MONTHS?

☒ YES ☐ NO (If yes, identify below.)

NAME AND ADDRESS OF REVIEWING OFFICE AND INDIVIDUAL

FEDERAL HIGHWAY ADMINISTRATION FRANKFORT, KY

TELEPHONE NUMBER/EXTENSION

(502) 582-5468

II. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS PROPOSED CONTRACT?

☐ YES ☒ NO (If yes, identify on reverse or separate page)

III. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT?

☐ YES ☒ NO (If yes, identify.): ☐ ADVANCE PAYMENTS ☐ PROGRESS PAYMENTS OR ☐ GUARANTEED LOANS

IV. DO YOU NOW HOLD ANY CONTRACT (Or, do you have any independently financed (IR&D) projects) FOR THE SAME OR SIMILAR WORK CALLED FOR BY THIS PROPOSED CONTRACT?

☐ YES ☒ NO (If yes, identify.):

V. DOES THIS COST SUMMARY CONFORM WITH THE COST PRINCIPLES SET FORTH IN AGENCY REGULATIONS?

☒ YES ☐ NO (If no, explain on reverse or separate page)

See Reverse for Instructions and Footnotes

OPTIONAL FORM 60 (10-71)

CONTRACT PRICING PROPOSAL
(RESEARCH AND DEVELOPMENT)

Office of Management and Budget
Approval No. 29-RO184

This form is for use when (i) submission of cost or pricing data (see FPR 1-3.807-3) is required and (ii) substitution for the Optional Form 99 is authorized by the contracting officer.

PAGE NO.

NO. OF PAGES

NAME OF OFFEROR Schimpeler-Corradino Associates		SUPPLIES AND/OR SERVICES TO BE FURNISHED Phase I of Alternatives Analysis, Environmental Impact Assessment	
HOME OFFICE ADDRESS 1429 South Third Street Louisville, Kentucky 40208			
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED		TOTAL AMOUNT OF PROPOSAL \$ 273,147	GOVT SOLICITATION NO.

DETAIL DESCRIPTION OF COST ELEMENTS

1. DIRECT MATERIAL (Itemize on Exhibit A)	EST COST (\$)	TOTAL EST COST ¹	REFER- ENCE ²
a. PURCHASED PARTS			
b. SUBCONTRACTED ITEMS			
c. OTHER—(1) RAW MATERIAL			
(2) YOUR STANDARD COMMERCIAL ITEMS			
(3) INTERDIVISIONAL TRANSFERS (At other than cost)			
TOTAL DIRECT MATERIAL			
2. MATERIAL OVERHEAD ³ (Rate %X\$ basis)			
3. DIRECT LABOR (Specify)	ESTIMATED HOURS	RATE/HOUR	EST COST (\$)
R. A. Page(field)	1380	12.48	\$ 17,221
J. C. Corradino (Home)	190	23.62	4,488
B. J. Sexton	200	18.46	3,691
S. R. Beard	250	10.81	2,702
Technical Staff	1155	10.00	11,550
TOTAL DIRECT LABOR			39,652
4. LABOR OVERHEAD (Specify Department or Cost Center) ⁴	O.H. RATE	X BASE	EST COST (\$)
Field	34.15%	17,221	\$ 5,881
Home	123.35%	22,431	27,669
TOTAL LABOR OVERHEAD			33,550
5. SPECIAL TESTING (Including field work at Government installations)		EST COST (\$)	
TOTAL SPECIAL TESTING			
6. SPECIAL EQUIPMENT (If direct charge) (Itemize on Exhibit A)			
7. TRAVEL (If direct charge) (Give details on attached Schedule)		EST COST (\$)	
a. TRANSPORTATION		\$ 15,917	
b. PER DIEM OR SUBSISTENCE		5,600	
TOTAL TRAVEL		21,517	
8. CONSULTANTS (Identify—purpose—rate)		EST COST (\$)	
Derbigny, Smith & Assoc.		\$ 54,764	
Robert J. Harmon & Assoc.		10,000	
Rice Center		100,600	
TOTAL CONSULTANTS		165,364	
9. OTHER DIRECT COSTS (Itemize on Exhibit A)			783
TOTAL DIRECT COST AND OVERHEAD			260,866
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of cost element Nos. 1-10)			4,961
12. ROYALTIES ⁵			
TOTAL ESTIMATED COST			265,827
14. FEE OR PROFIT			7,320
TOTAL ESTIMATED COST AND FEE OR PROFIT			273,147

EIA

TYPED NAME AND TITLE

SIGNATURE

NAME OF FILM

DATE OF SUBMISSION

12/21/79

EXHIBIT B—SUPPORTING SCHEDULE (Specify. If more space is needed, use reverse)

1. HAS ANY EXECUTIVE AGENCY OF THE UNITED STATES GOVERNMENT PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER GOVERNMENT PRIME CONTRACT OR SUBCONTRACT WITHIN THE PAST TWELVE MONTHS?

☒ YES ☐ NO (If yrs. identify below.)

NAME AND ADDRESS OF REVIEWING OFFICE AND INDIVIDUAL

Federal Highway Administration

TELEPHONE NUMBER/EXTENSION

502/582-5468

11. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS PROPOSED CONTRACT?

☐ YES ☒ NO (If yes, identify on reverse or separate page)

III. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT?

☒ YES ☐ NO (If yes, identify.): ☐ ADVANCE PAYMENTS ☐ PROGRESS PAYMENTS OR ☐ GUARANTEED LOANS

IV. DO YOU NOW HOLD ANY CONTRACT (Or, do you have any independently financed (IR&D) projects) FOR THE SAME OR SIMILAR WORK CALLED FOR BY THIS PROPOSED CONTRACT?

☐ YES ☒ NO (If yes, identify.):

V. DOES THIS COST SUMMARY CONFORM WITH THE COST PRINCIPLES SET FORTH IN AGENCY REGULATIONS?

☒ YES ☐ NO (If no, explain on reverse or separate page)

See Reverse for Instructions and Footnotes

OPTIONAL FORM 60 (10-71)

A RESOLUTION

AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE STATE DEPARTMENT OF HIGHWAYS & PUBLIC TRANSPORTATION FOR GRANT FUNDING PURSUANT TO THE NATIONAL RIDESHARING DEMONSTRATION PROGRAM.

WHEREAS, the CarShare Program is a major element of the Metropolitan Transit Authority regional transportation plan; and,

WHEREAS, ridesharing represents an immediate, cost effective and viable solution to alleviate our increasing traffic congestion; and,

WHEREAS, the CarShare Program was selected as a participant in the National Ridesharing Demonstration Program; and,

WHEREAS, the CarShare Program has received special grant funds of \$133,000 to implement a regional vanpooling program and activity center transit projects to encourage carpooling, vanpooling and public transit ridership,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

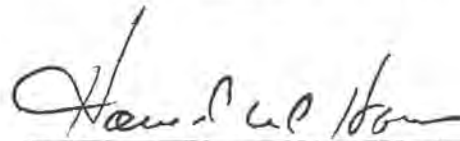
SECTION 1: The Chairman of the Board is hereby authorized to execute and the Secretary to attest an agreement with the State Department of Highways and Public Transportation for grant funding pursuant to the National Ridesharing Demonstration Program, a copy of such agreement being attached hereto and made a part hereof.

SECTION 2: Total funding available through the National Ridesharing Demonstration Program shall not exceed \$133,000.

SECTION 3: This Resolution to be effective immediately upon its passage.

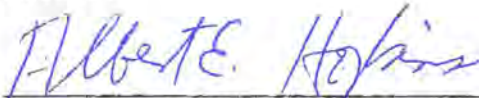
PASSED this 9th day of January, 1980

APPROVED this 9th day of January, 1980



Howard Horne, Chairman of the Board

ATTEST:



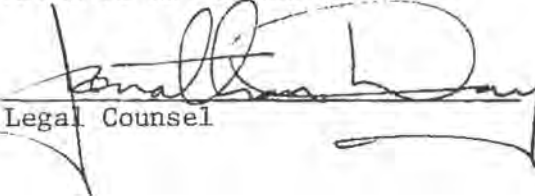
Albert E. Hopkins, Secretary

APPROVED AS TO SUBSTANCE:



Walter J. Addison
Executive Director

APPROVED AS TO FORM:



Legal Counsel

A RESOLUTION

AUTHORIZING THE EXECUTION OF A METROLIFT FUNDER AGREEMENT WITH THE CITY OF HOUSTON'S AREA AGENCY ON AGING.

WHEREAS, the City of Houston's Area Agency on Aging is charged with providing various services to senior citizens by the Governor's Committee on Aging for the State of Texas; and

WHEREAS, the Agency's greatest effort is spent on providing meals to senior citizens at nutrition sites; and

WHEREAS, MetroLift proposes to assume the midday demand created by the Nutrition Program, transporting senior citizens to and from the nutrition sites; and

WHEREAS, MetroLift will also provide a limited amount of supplemental transportation services to senior citizens who have difficulty riding the regular bus.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director is authorized to negotiate and enter into a MetroLift funder agreement with the City of Houston's Area Agency on Aging.

Section 2: Compensation to Metro shall be \$197,000 under the eleven (11) month contract.

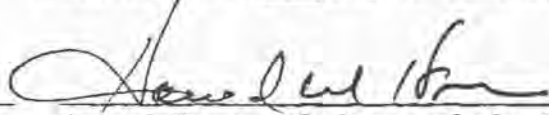
Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 9th day of January, 1980.

ATTEST:

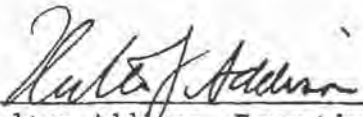
APPROVED this 9th day of January, 1980.


Albert Hopkins, Secretary


Howard Horne, Chairman of the Board

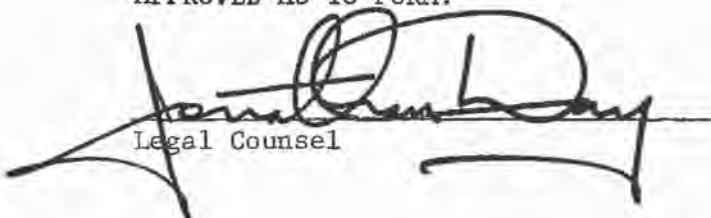
RESOLUTION NO. 80- 9 (Page 2)

APPROVED AS TO SUBSTANCE:



Walter Addison, Executive Director

APPROVED AS TO FORM:



Legal Counsel

A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GULF COAST METROPOLITAN SENIOR CITIZENS SERVICES, INC., FOR PROVISION OF SERVICES UNDER THE METROLIFT PROGRAM.

WHEREAS, an agreement has been approved with the City of Houston's Area Agency on Aging to provide transportation to and from their Nutrition Program sites; and

WHEREAS, the purchase of additional transportation services is now necessary; and

WHEREAS, during 1979, these services were provided by Gulf Coast Metropolitan Senior Citizens Services, Inc.; and

WHEREAS, in order to provide a smooth transition period in bringing the entire program under the more efficient supervision of MetroLift, an agreement has been negotiated with Gulf Coast Metropolitan Senior Citizens Services, Inc., for provision of transportation services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director is authorized to negotiate and enter into an agreement with the Gulf Coast Metropolitan Senior Citizens Services, Inc., for provision of services under the MetroLift Program.

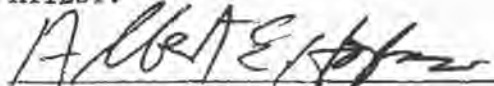
Section 2: Maximum compensation under the agreement is \$393,000.00. A maximum of \$196,000.00 will be funded by Metro and \$197,000.00 by the City of Houston's Area Agency on Aging.

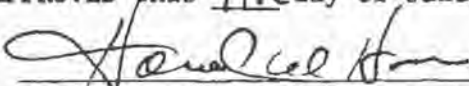
Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 9th day of January, 1980.

ATTEST:

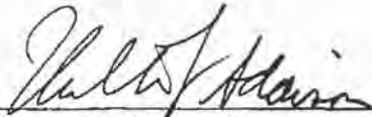
APPROVED this 9th day of January, 1980.


Albert Hopkins, Secretary


Howard Horne, Chairman of the Board

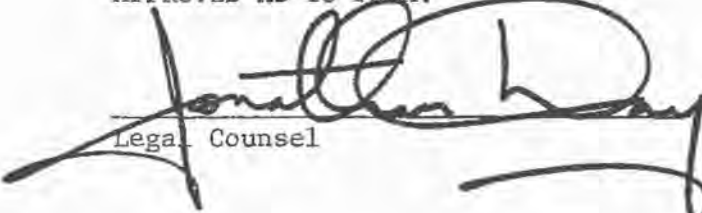
RESOLUTION NO. 80- 10 (Page 2)

APPROVED AS TO SUBSTANCE:



Walter Addison, Executive Director

APPROVED AS TO FORM:



Legal Counsel

CITIZENS SERVICES, INC. (the "Provider"), a non-profit organization:

W I T N E S S E T H :

WHEREAS, the MTA desires to provide transportation to handicapped, elderly and transportation-disadvantaged persons on a limited basis under MTA's MetroLift Program;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Provider agrees to provide transportation services in accordance with the Scope of Services which is attached hereto as Exhibit "A" (hereinafter "Paratransit Services") and certain guidelines established by the MTA's Director of Program Development or her designee (the "Director"), which Scope of Services may be modified by the Director from time to time as the MetroLift Program develops.

2. The Provider will use vans for Paratransit Services which shall be safely and easily accessible to transportation-disadvantaged persons. Each van must be equipped with radio equipment satisfactory to the Director. Any of the Provider's vans which presently are not easily accessible or do not have such equipment shall be so converted or improved in accordance

with the schedule shown on the Scope of Services. The Provider shall make all vans available for inspection as shall be required from time to time by the Director. The Provider shall have all vans inspected each year as required by law and shall be certain that the inspection sticker on each van is current.

3. The MTA agrees to pay the Provider compensation for Paratransit Services performed pursuant to this Agreement on a monthly basis, at the rate of Twelve and No/100 Dollars (\$12.00) per hour for each vehicle which has been scheduled for use in the MetroLift Program by the Director for that particular month and the total compensation to be paid by MTA to the Provider for services rendered during the term of this Agreement shall not exceed a total contract amount of \$393,000.00. The number of vehicles to be available, the hours of operations and the number of days each week on which the Provider is to furnish services under this Agreement are set forth in the Scope of Services. The Provider shall submit to MTA on or before the tenth day of each month during the term of this Agreement an invoice, accompanied by supporting documentation as required by the guidelines, showing Paratransit Services rendered pursuant to this Agreement. MTA shall cause payment to be made to the Provider within thirty (30)

relating to the provision of Paratransit Services, with the MTA named as an additional insured on the insurance described in items (ii), (iii) and (iv) below. Such insurance shall be carried with companies satisfactory to MTA. Certificates evidencing such insurance coverage shall be furnished to MTA prior to the commencement of any Paratransit Services under this Agreement. Two copies of each certificate evidencing such insurance coverage shall be mailed to the MTA. The certificates must show the Contract Number and give a brief description of the Paratransit Services to be performed. Such certificates shall contain a provision that coverage afforded under such policies will not be cancelled until at least thirty (30) days' prior written notice has been given to the MTA. The MTA reserves the right to examine the Provider's original insurance policies and to require that insurance be carried with companies satisfactory to MTA.

The insurance coverage which the Provider shall obtain and keep in force is as follows:

- (i) Worker's Compensation and/or Employer's Liability Insurance as required under laws applicable to the services to be performed which shall cover all the Provider's employees engaged in the Paratransit Services.
- (ii) Comprehensive General Liability Insurance coverage with limits not less than \$300,000.00 per occurrence for Bodily Injury and \$100,000.00 per occurrence for Property Damage.

The Provider shall not use subcontractors to perform any of the services hereunder, until it has received the prior written approval of the Director.

6. In consideration for the covenants stated herein, the Provider agrees to save and hold harmless and fully indemnify the MTA and all its employees or agents from and against all damages, costs, or expenses in law or equity that may at any time arise, or be set up, by any person or persons as a consequence of the use by the MTA or by any of its employees or agents of products or services supplied under this Agreement. The Provider further agrees to hold harmless, and fully indemnify, the MTA and all its employees or agents from and against all suits, claims, and demands, including attorney's fees, based upon any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of any negligent act or omission on the part of the Provider, its subcontractors, or any of their servants, employees, or agents.

7. The MTA will give to the Provider prompt notice in writing of the institution of any suit or proceedings and permit the Provider, through its counsel, to defend same, and will give all needed information, assistance and authority to enable the

records for three years following final payment and the close of any pending matters under the Agreement.

9. It is mutually agreed by the Provider and the MTA that the execution of any amendment to this Agreement is subject to the approval of the Boards of the MTA and the Provider.

10. The Provider represents that it has, or will secure, and agrees to furnish personnel with the professional classification, skill and expertise required to perform the Paratransit Services it has agreed to perform hereunder. In addition, the Provider agrees to make every attempt feasible to employ handicapped persons in these positions.

11. The Provider agrees to commence actual services under this Agreement on January 21, 1980. This Agreement shall continue in full force and effect until December 31, 1980, when it shall automatically terminate and be at an end.

12. In the event that either party defaults upon any of its obligations hereunder, and fails to cure such default within fifteen (15) days of the date of written notice thereof, then the other party shall have the right to terminate this Agreement, upon the expiration of thirty (30) days from the day that such other party gives written notice of its election to terminate.

13. All notices hereunder shall be deemed duly given upon delivery, if delivered by hand (against receipt); or three (3) days after posting, if sent by certified mail, postage prepaid, return receipt requested, to either party hereto at the address hereinafter set forth or to such other address as a party may designate by notice pursuant hereto.

MTA: The Director of Program Development
Metropolitan Transit Authority
P. O. Box 61429
Houston, Texas 77208

PROVIDER: Gulf Coast Metropolitan Senior
Citizens Services, Inc.
3815 Montrose Blvd., Suite 236
Houston, Texas 77006

14. The Provider agrees to perform its duties and responsibilities under this Agreement according to the terms and provisions hereof, and according to the following criteria:

(i) Promptness. The Provider shall make all pick-ups and deliveries of passengers at the proper times and according to the schedules furnished to Provider;

(ii) Record Keeping. Provider shall maintain all necessary and normal records in accordance with this Agreement;

(iii) Driver Courtesy. The drivers utilized by Provider

the Provider with the above-described performance criteria or guidelines shall be an event of default under this Agreement.

15. This Agreement shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by the Provider without first obtaining written consent of the Director.

16. This Agreement shall be subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, any regulatory body having jurisdiction, and the Charter and Ordinances of the City of Houston, Texas, to the extent applicable, and this Agreement shall be subject to the guidelines and such rules and regulations as the MTA may, from time to time, promulgate.

17. The failure of either party hereto to insist, in any or more instances upon performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

18. The parties agree that this Agreement shall not be

provide consultative and technical assistance for the continuous development of the services to be furnished by the Provider; or, at the option of MTA's Director, representatives of MTA or TDHR may perform the above-described audits. The Provider agrees to grant access at reasonable times to all books and records pertaining to the services provided under this Agreement to representatives of MTA, the United States Department of Health, Education and Welfare, and TDHR for the purpose of inspection, monitoring, auditing or evaluating such books and records. The Provider further agrees to maintain and retain, for a period of not less than three (3) years and for a longer period if so requested by MTA, sufficient records to show for each Ride provided to TDHR's clients, the name, Medicaid recipient number, trip origin, trip destination, date of service for each passenger and the signature or initials of at least one recipient in each family.

21. Notwithstanding any provision to the contrary contained herein, and notwithstanding the execution of this Agreement on behalf of MTA, MTA's obligations to perform hereunder shall be conditioned upon the full and complete execution of a contract between MTA and the City of Houston for funding under the MetroLift Program for the City's Area Agency on Aging prior to the commence-

Metropolitan Transit Authority on this 9th day of January,
1980.

GULF COAST METROPOLITAN SENIOR
CITIZENS SERVICES, INC.

ATTEST:

Essie Johnson
Secretary

By *Richard M. Campbell*
Name:
Title: *Project Director*

METROPOLITAN TRANSIT AUTHORITY

By _____
Executive Director

Approved (Form)
Legal Counsel

[Signature]
Y/5X0/A

EXHIBIT "A"

Scope of Service

1. The Provider shall require its drivers to complete a driver training course. This course, given by Greater Houston Transportation Company (GHT Co.) will consist of three parts: Service Orientation, Sensitivity and Passenger Assistance, and Defensive Driving.

The Service Orientation and Sensitivity and Passenger Assistance parts of the course will take 16 hours and will be held on successive days. The Defensive Driving part of the course will not be required if the driver has taken a certified National Safety Council's Defensive Driving Course in the last twelve months or an equivalent course acceptable to the Director. The Defensive Driving part of the course may be taken anywhere; however, GHT Co. will offer same in two 4-hour sessions on Tuesdays and the following Thursday for a nominal fee.

2. The Provider will insure that service is provided in a timely and proper fashion according to the demand outlined by the vehicle manifest. They will assure that the drivers completely fill out the manifests in an accurate and legible manner, and that these manifests are collected for transmittal to MTA.
3. The Provider agrees to make available, at a minimum, the following number of vehicles, in accordance with the time periods listed:

TOTAL NUMBER OF VEHICLES

From January 21, 1980 to
April 30, 1980

5

From May 1, 1980 to
July 31, 1980

13

From August 1, 1980 to

EXHIBIT "B"

GOVERNMENTAL REQUIREMENTS

1. Equal Employment Opportunity.

- (a) Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Provider agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City of Houston (the "City") setting forth the provisions of this Equal Employment Opportunity Clause.
- (b) Provider states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
- (c) Provider will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or workers' representative of Provider's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) Provider will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal oppor-

further MTA and City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

- (g) Provider shall include the provisions of paragraphs a-h of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Provider will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Provider becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Provider may request the United States to enter into such litigation to protect the interests of the United States.
- (h) Provider shall file and shall cause each of its subcontractors, if any, to file compliance reports with the MTA and the City in the form and to the extent as may be prescribed by the MTA and the Mayor, respectively. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of Provider and each subcontractor.

- 2. Environmental Standards. The Provider shall comply with all applicable standards, orders or requirements issued under the Clean Air Act of 1970, as amended (42 U.S.C. §7401 et seq.), Section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. Part 15), which prohibit the use under non-exempt Federal contracts or grants of facilities included on the EPA List of Violating Facilities. Violations

A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT WITH GREATER HOUSTON TRANSPORTATION COMPANY FOR ROUTING AND SCHEDULING SERVICES.

WHEREAS, the current agreement with the Greater Houston Transportation Company provides for three (3) persons to perform the routing and scheduling tasks; and

WHEREAS, since execution of that agreement, the MetroLift fleet has expanded from fourteen (14) to forty-one (41) vehicles; and

WHEREAS, because of the expansion of the fleet size, a fourth person for routing and scheduling is required; and

WHEREAS, the current agreement must be amended to provide for the additional person.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Chairman be authorized to execute and the Secretary to attest to an amendment to the agreement with Greater Houston Transportation Company for Routing and Scheduling.

Section 2: Total contract amount will be increased from \$124,080.00 to \$144,330.00. There is no increase in the overhead or fee amount of the original contract.

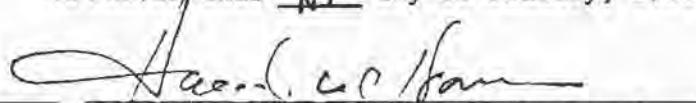
Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 9th day of January, 1980.

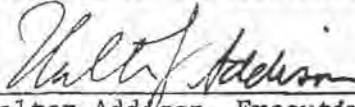
APPROVED this 9th day of January, 1980.

ATTEST:


Albert Hopkins, Secretary



Howard Horne, Chairman of the Board

APPROVED AS TO SUBSTANCE:



Walter Addison, Executive Director

APPROVED AS TO FORM:



Legal Counsel

A RESOLUTION

AUTHORIZING EXECUTION OF AN AMENDMENT TO THE FUNDER AGREEMENT WITH THE CENTER FOR THE RETARDED, INC., FOR SERVICE PROVIDED BY METROLIFT.

WHEREAS, the current funder agreement between the Metropolitan Transit Authority and the Center for the Retarded, Inc., (CRI) provides for a maximum ceiling price for service provided to CRI clients under the MetroLift Program of \$2.00 per trip; and

WHEREAS, the amendment will raise this amount to \$2.50 per rider trip, or \$4,000 per month for total trips, whichever is less.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Chairman be authorized to execute and the Secretary to attest to an agreement with the Center for the Retarded, Inc., for funding of the MetroLift Program.

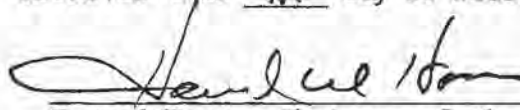
Section 2: This resolution shall be effective immediately upon its passage.

PASSED this 9th day of January, 1980.

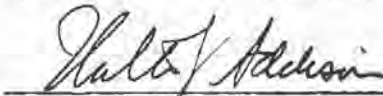
APPROVED this 9th day of January, 1980.

ATTEST:

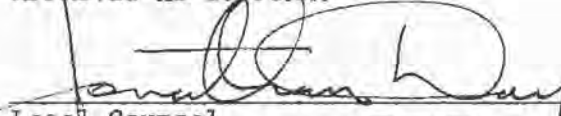

Albert Hopkins, Secretary


Howard Horne, Chairman of the Board

APPROVED AS TO SUBSTANCE:


Walter Addison, Executive Director

APPROVED AS TO FORM:


Legal Counsel

A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MOTOROLA COMMUNICATIONS & ELECTRONICS, INC., FOR THE PURCHASE AND INSTALLATION OF TRANSIT RADIO COMMUNICATION SYSTEM.

WHEREAS, during mid-summer 1979, the MTA advertised in accordance with state competitive bidding requirements for the design, purchase and installation of a two-way transit radio communication system; and

WHEREAS, in response to such advertisements, twenty-three (23) bid packages were distributed; and

WHEREAS, on December 18, 1979, three (3) responses were received; and

WHEREAS, bid responses were reviewed by representatives of MTA's Affirmative Action, Contracts and Operations Departments; and

WHEREAS, it is recommended that the award of bid for the transit radio communications system be to the low bidder, Motorola Communications & Electronics, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Chairman be authorized to execute and the Secretary to attest to an agreement with Motorola Communications & Electronics, Inc., for the purchase and installation of a transit radio communication system, a copy of said agreement being attached hereto and made a part hereof.

Section 2: Total bid amount for the design, purchase and installation of the system is \$2,634,192.00.

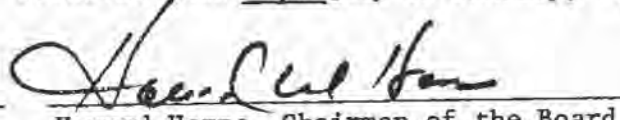
Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 9th day of January, 1980.

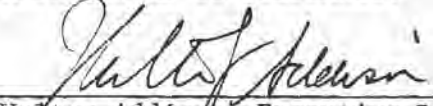
APPROVED this 9th day of January, 1980.

ATTEST:


Albert Hopkins, Secretary



Howard Horne, Chairman of the Board

APPROVED AS TO SUBSTANCE:



Walter Addison, Executive Director

APPROVED AS TO FORM:



Legal Counsel

C O N T R A C T

THE STATE OF TEXAS §
 COUNTY OF HARRIS §

THIS AGREEMENT, made and entered into on this the 9th day of January, 1980, by and between the METROPOLITAN TRANSIT AUTHORITY of Harris County, Texas (herein called the "MTA"), and Motorola Communications & Electronics, Inc. of _____ (herein called the "Supplier").

W I T N E S S E T H:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the MTA, the Supplier hereby agrees with the MTA to commence and complete MTA Project No. 2-79-5-M-27 styled Purchase and Installation of Transit Radio Communications System

(herein called the "Project") and all extra work in connection therewith, under the terms as stated in the Contract Documents for the Project attached hereto, consisting of the Invitation to Bid, Instructions to Bidders, Bid as submitted by Supplier, General Conditions of the Contract, Special Conditions of the Contract, Plans and Specifications and all Addenda and Modifications thereto, which Contract Documents are hereby incorporated herein for all intents and purposes; and at the Supplier's own proper cost and expense to furnish all the labor, services, materials, supplies, machinery, tools, superintendence, insurance, equipment, transportation and handling, overhead, profit and all other costs necessary to complete the Project, in accordance with the conditions and prices stated in the Contract Documents.

The Supplier hereby agrees to begin and thereafter complete the Project at such times as are as set forth in the Contract Documents.

The MTA agrees to pay the Supplier in current funds for the performance of the Contract in accordance with the Contract Documents, subject to such additions and deductions as are therein provided, and to make payments on account thereof as provided therein, in the total lump sum amount of ^{Two Million Six} ~~Hundred Thirty-four~~ ^{Thousand One Hundred} ~~Ninety-two~~ and no/100 Dollars (\$2,634,192.00), which shall consist of the sum of the extended prices for each item bid in the Schedule of Unit Prices. The specification of such total lump sum amount shall not prevent a change in the Contract Sum due to any change order in accordance with the Contract Documents.

If any provision of this Contract, including the Contract Documents incorporated herein by reference, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Contract and the application of

such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above written.

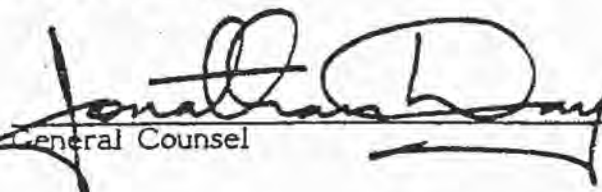
METROPOLITAN TRANSIT AUTHORITY

ATTEST:

APPROVED (SUBSTANCE)

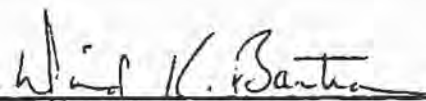

Executive Director

APPROVED (FORM):


General Counsel

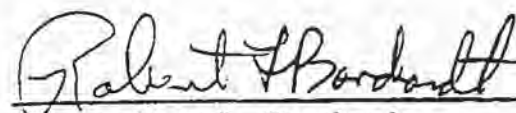
SUPPLIER

Motorola C & E, Inc.

BY: 
David K. Bartram

TITLE: Vice President & Operations Manager

ATTEST:


Robert L. Borchardt
Assistant Secretary

A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GEMCO PROPERTIES, INC., FOR SHORT-TERM LEASE FOR A PARK & RIDE SITE ON THE GULF FREEWAY.

WHEREAS, work on improvements at the Sage Department Store parking lot on the Gulf Freeway is scheduled to begin on or about February 1, 1980; and

WHEREAS, an interim location is necessary until the completion of the work; and

WHEREAS negotiations are completed for temporary relocation at the Gemco on the Gulf Freeway.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Chairman be authorized to execute and the Secretary to attest to an agreement with Gemco Properties, Inc., for short-term lease as a temporary Park & Ride site on the Gulf Freeway, a copy of said agreement being attached hereto and made a part hereof.


Section 2: Lease amount shall be \$1.00 for the term of the agreement.

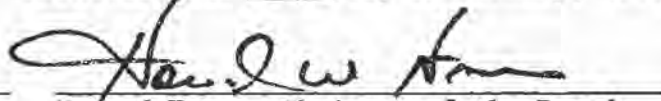
Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 9th day of January, 1980.

ATTEST:


APPROVED this 9th day of January, 1980.



Albert Hopkins, Secretary


Howard Horne, Chairman of the Board

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:


Walter Addison, Executive Director


Legal Counsel

PARK-AND-RIDE
LEASE AGREEMENT

—THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This LEASE AGREEMENT made and entered into by and between Genco, Inc., a corporation, hereinafter called "Lessor", and the Metropolitan Transit Authority, a governmental body politic and corporate, hereinafter called "Lessee";

W I T N E S S E T H :

WHEREAS, Lessor is the owner of certain real property being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter called "the premises"), and Lessor is willing to grant to Lessee the non-exclusive use of the premises for the operation and maintenance of a park-and-ride facility thereon; and

WHEREAS, Lessee desires to offer service from its bus transportation system to those members of the public who might find it convenient to connect with such service at a location at which automobile parking facilities are available; and

WHEREAS, Lessor and Lessee desire that the premises be used by Lessee for the purpose of offering same to those members of the public who might find it convenient to connect with Lessee's bus transportation system at that location;

NOW THEREFORE:

1. Subject to the provisions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, the sufficiency of which is hereby mutually acknowledged, Lessor does by these presents lease, let and demise unto Lessee the premises for the operation and

4. It is understood and agreed by and between the parties hereto that Lessee may use the premises only for the purpose of offering automobile parking and terminal facilities to those members of the public desiring to connect with Lessee's bus transportation system at that location. Lessee agrees to maintain and to repair the premises. Lessee agrees on the last day of this lease term to surrender the premises with appurtenances in the same condition as when received or as constructed, reasonable use, wear and tear thereof and damage by fire, act of God or by the elements or any damage not caused by Lessee excepted. Lessee, however, shall be entitled to remove, at the termination of this lease, any of its signs and other removable improvements which Lessee has placed upon the premises.

5. Lessor reserves for itself non-exclusive use of the premises for parking of its invitees. Lessor agrees to indemnify and hold Lessee harmless from costs or expenses, including attorney fees, resulting from any claims or other causes of action arising out of any injury to person or damage to property resulting from Lessor's use of the premises.

6. In the event that Lessee should fail to keep or perform any of the duties, covenants or obligations of Lessee contained herein, and if ten (10) days after receipt of written notice of such default from Lessor, Lessee has not cured such default or commenced action and diligently proceeded toward curing such default, Lessor may, at its option, terminate this lease whereupon Lessee shall remove its signs and other removable improvements in accordance with the terms hereof and this lease shall be of no further force or effect. In the event that (a) Lessor should fail to keep or perform any of the duties, covenants or obligations of Lessor contained herein, and if ten (10) days after receipt of written notice of such default from Lessee, Lessor has not cured such default or commenced action and diligently proceeded toward curing such default or (b) Lessee, in its sole discretion should make a formal determination that the benefit derived by the public from the availability on the premises of a connection with Lessee's bus transportation system is not greater than the expenditure incurred by Lessee in providing such service, Lessee may, at its option, terminate this lease whereupon Lessee shall remove all of its removable improvements in accordance with the terms hereof and this lease shall be of no further force and effect.

7. In the event that any portion of the premises is partially or completely destroyed by fire or other casualty, the lease shall terminate.

9. In all publications of Lessee with respect to park-and-ride lots, Lessee agrees to include the proper acknowledgment of Lessor.

10. Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, addressed as follows:

TO LESSOR: Genco, Inc.
12201 East Freeway
Houston, TX 77015
Attention: Roger Campbell

TO LESSEE: Metropolitan Transit Authority
P. O. Box 61429
Houston, Texas 77208
Attention: Executive Director

cc: Butler, Binion, Rice, Cook & Knapp
1100 Esperson Building
Houston, Texas 77002
Attention: Jonathan Day

or such other address as shall be furnished in writing by either party; and any such notice or communication shall be deemed to have been given as of the date mailed, unless herein otherwise provided:

11. Each of the provisions, obligations and conditions of this lease shall be binding upon, and inure to the benefit of, the successors and assigns of the respective parties hereto, and this lease may not be amended except by a written instrument executed by both parties.

IN WITNESS WHEREOF, Metropolitan Transit Authority has executed this Lease on the 9th day of January, 1980, and Genco, Inc. has executed this Lease on the day of , 1980.

GENCO, INC.

By: Morton Godlas
Name: Morton Godlas
Title: President

A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ROTAN MOSLE, INC., FOR PENSION FUND PERFORMANCE MEASUREMENT SERVICES.

WHEREAS, a Request for Proposals for Pension Fund Performance Measurement Services was issued on October 15, 1979; and

WHEREAS, four (4) responses were received; and

WHEREAS, after extensive evaluation and interviews, the firm of Rotan Mosle, Inc., was found to be the lowest responsive proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:


Section 1: The Executive Director be authorized to execute an agreement with the firm of Rotan Mosle, Inc., for Pension Fund Performance Measurement Services, a copy of said agreement being attached hereto and made a part hereof.

Section 2: Total proposal amount for the services is \$11,500.00.

Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 23rd day of January, 1980.

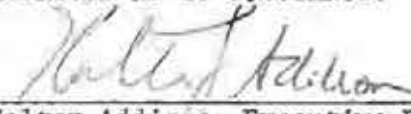
APPROVED this 23rd day of January, 1980.


Daniel C. Arnold, Chairman of the Board

ATTEST:


Ninfa Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:


Walter Addison, Executive Director

APPROVED AS TO FORM:


Jonathan Day, Legal Counsel

A RESOLUTION

AUTHORIZING EXECUTION OF A SECOND AMENDATORY AGREEMENT WITH BERNARD JOHNSON INCORPORATED FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH FINAL DESIGN AND CONSTRUCTION OF THE KASHMERE MAINTENANCE FACILITY.

WHEREAS, in December, 1977, the City of Houston entered into an agreement with Bernard Johnson Incorporated, for professional services in connection with the design and engineering of the Kashmere Maintenance Facility; and

WHEREAS, pursuant to the terms of the Purchase Agreement between the City of Houston and the Metropolitan Transit Authority, dated December 29, 1978, the MTA assumed responsibility for this agreement; and

WHEREAS, the MTA entered into an Amendatory Agreement with Bernard Johnson Incorporated in connection with the final design of Kashmere Maintenance Facility on January 17, 1979; and

WHEREAS, the MTA requires that additional engineering services in connection with the final design phase of the Kashmere Maintenance Facility be performed which were not included in the original Agreement or the Amendatory Agreement; and

WHEREAS, such Amendatory Agreement did not provide for engineering services during the construction phase of the Kashmere Maintenance Facility; and

WHEREAS, the MTA requires additional engineering services in connection with the construction of the Kashmere Maintenance Facility.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to execute and the Secretary or Assistant Secretary to attest a Second Amendatory Agreement with Bernard Johnson Incorporated for professional engineering services in connection with the Kashmere Maintenance Facility providing for engineering

services during the construction phase of the Facility and for additional engineering services during the final design phase of the Facility.

Section 2: Compensation to be paid to Bernard Johnson Incorporated for the construction phase of the contract shall not exceed \$358,920.00.

Section 3: That the Executive Director be authorized to determine the additional services needed by the MTA to be performed in the final design phase.

Section 4: That the Executive Director be authorized to negotiate the amount of compensation to be paid to Bernard Johnson Incorporated for the additional services to be performed in the final design phase.

Section 5: This Resolution be effective immediately upon its passage.

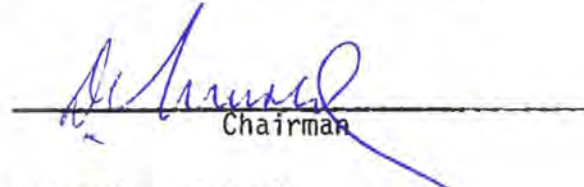
PASSED this 23rd day of January, 1980.

APPROVED this 23rd day of January, 1980.

ATTEST:

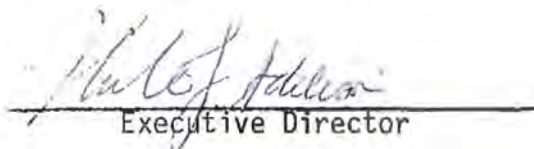
METROPOLITAN TRANSIT AUTHORITY

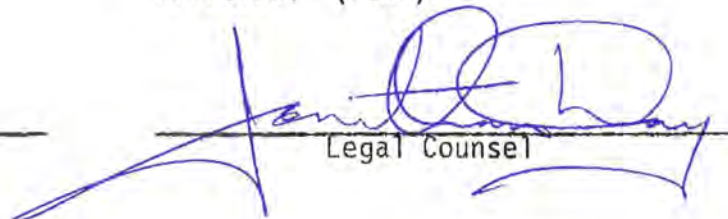

Secretary


Chairman

APPROVED: (SUBSTANCE)

APPROVED: (FORM)


Executive Director


Legal Counsel

A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH S.A.G.E., INC., OF HOUSTON FOR LEASE OF THE GULF FREEWAY SAGE PARKING LOT AS A PARK & RIDE FACILITY.

WHEREAS, the Sage Department Store has been the site of service for the Interstate 45 - Gulf Freeway Park & Ride since 1977; and

WHEREAS, previous lease agreements were negotiated by the City of Houston; and

WHEREAS, Metro now wishes to provide for formal arrangements with the Gulf Freeway Sage Department Store for continued use of the property as an interim park & ride site.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

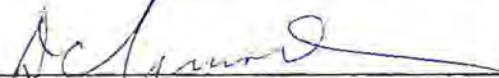
Section 1: The Executive Director be authorized to execute a lease agreement with S.A.G.E., Inc. of Houston, for use of the Gulf Freeway Sage parking lot as a park & ride facility, a copy of said agreement being attached hereto and made a part hereof.

Section 2: Lease cost is \$1.00 per year.


Section 3: This agreement shall be effective immediately upon its passage.

PASSED this 23rd day of January, 1980.

APPROVED this 23rd day of January, 1980.


Daniel C. Arnold, Chairman of the Board

ATTEST:

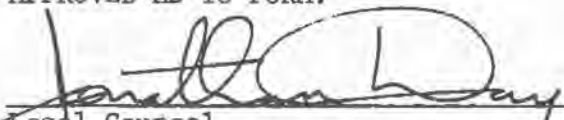

Ninfa Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:



Walter Addison, Executive Director

APPROVED AS TO FORM:



Legal Counsel

PARK-AND-RIDE
LEASE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This LEASE AGREEMENT made and entered into by and between S.A.G.E., Inc. of Houston, hereinafter called "Lessor", and the Metropolitan Transit Authority, a governmental body politic and corporate, hereinafter called "Lessee";

W I T N E S S E T H :

WHEREAS, Lessor is the lessee of certain real property located in Harris County, Texas (hereinafter called "the premises"), same being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, Lessor has the full right and authority to grant to Lessee the hereinafter described use of the premises without the necessity of obtaining the consent of the record owner of the premises or any other person or entity, and Lessor is willing to grant the non-exclusive use of the parking areas, driveways, alleys and other rights-of-way located thereon; and

WHEREAS, Lessee desires to offer service from its bus transportation system to those members of the public who might find it convenient to connect with such service at a location at which automobile parking facilities are available; and

WHEREAS, Lessor and Lessee desire that such parking facilities as are located within the premises be used by Lessee for the purpose of offering same on a non-exclusive basis to those members of the public who might find it convenient to connect with Lessee's bus transportation system at that location;

NOW THEREFORE:

1. Subject to the provisions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder,

3. As rental for the lease and use of the premises, Lessee shall pay to Lessor at Lessor's address as hereinafter set forth, the sum of One Dollar (\$1.00) per year, annually in advance.

4. It is understood and agreed by and between the parties that Lessee may use the premises only for the purpose of offering automobile parking facilities on a non-exclusive basis to those members of the public desiring to connect with Lessee's bus transportation system at that location. Lessee, subject to Lessor's written approval, may place on and about the premises such signs, markings, fixtures, shelters and/or portable structures as it deems necessary to organize and regulate the use of said parking facilities by members of the public, and Lessee may further cause other improvements, subject to Lessor's written approval, to be made to the premises including but not limited to repairs and replacements of the asphalt surface of the premises. Lessor hereby gives Lessee its consent to go upon the premises in connection with the construction of such improvements. Lessee has submitted to Lessor plans showing the design and proposed location of all such signs, markings, fixtures and/or portable structures, and Lessor has approved such plans. The maintenance of any and all such signs, markings, fixtures and/or portable fixtures shall be solely the responsibility of Lessee. Should any of Lessee's improvements require the use of electricity, water service or other utilities, Lessee agrees to pay within thirty (30) days of written notice of such expenses, all installation costs and other charges for use of such utilities as separately metered or as determined and agreed to by Lessor and Lessee, including Lessee's pro rata share of expenses resulting from the illumination of the premises.

5. Lessor reserves for itself non-exclusive use of the premises for parking of its invitees. Lessor agrees to indemnify and hold Lessee harmless from costs or expenses, including attorney fees, resulting from any claims or other causes of action arising out of any damage to person or property resulting from Lessor's use of the premises. Lessee agrees to indemnify and hold Lessor harmless from costs or expenses, including attorneys' fees, resulting from any claims or other causes of action arising out of any damage to persons or property resulting from Lessee's use of the premises.

6. Lessee agrees that it will not make any unlawful or extra-hazardous use of the premises and that it will not commit any waste thereupon. Lessee agrees to maintain the cleanliness of and to repair the premises and the mutual driveways, alleys and other rights-of-way. It is understood and agreed that Lessee retains title to any and all removable fixtures or property

gently proceeded toward curing such default or (b) Lessee, in its sole discretion, should make a formal determination that the benefit derived by the public from the availability on the premises of a connection with Lessee's bus transportation system is not greater than the expenditure incurred by Lessee in providing such service and Lessee has given Lessor thirty (30) days' written notice of such determination, Lessee may, at its option, terminate this lease whereupon Lessee shall remove its signs, markings, fixtures, shelters and other improvements in accordance with the terms hereof and this lease shall be of no further force and effect. Should the driveways, rights-of-way, parking areas or substantially all thereof, be destroyed by natural disaster, fire or other casualty, this lease shall be terminable by either of the parties hereto by thirty (30) days' written notice to the other of such destruction. Should this lease not be so terminated, Lessor agrees that it will promptly reconstruct said driveways, rights-of-way or parking areas, at Lessor's sole cost and expense, and Lessee agrees to replace its improvements at Lessee's sole cost and expense.

8. During the term hereof, Lessee agrees to maintain, at its sole cost and expense, general public liability and property damage liability and automobile general liability and property damage liability insurance with Lessee as named insured in at least the amounts shown with such deductibles as Lessee shall deem appropriate:

Public Liability Insurance

Bodily Injury	\$1,500,000
Property Damage	500,000

Automobile Liability Insurance

Bodily Injury	\$1,500,000
Property Damage	500,000

Said insurance shall provide protection for liability for damages to third parties for personal injury, death and property damage. Upon written request, Lessee shall furnish Lessor with certificates evidencing such insurance. Lessee will name Lessor on said policies as an additional insured.

9. In all publications of Lessee with respect to park-and-ride lots, Lessee agrees to include the proper acknowledgment of Lessor.

any subsequent breach. The respective rights and remedies granted by this agreement are distinct, separate and cumulative rights and remedies, and, whether or not exercised by the party so empowered, none shall be deemed to prejudice or exclude any other right or remedy whatsoever.

12. Each of the provisions, obligations and conditions of this Lease shall be binding upon, and inure to the benefit of, the successors and assigns of the respective parties hereto, and this Lease may not be amended except by a written instrument executed by both parties.

IN WITNESS WHEREOF, S.A.G.E., INC. has duly executed this Lease on this the ____ day of _____, 1980 and the METROPOLITAN TRANSIT AUTHORITY has duly executed this Lease on this the ____ day of _____, 1980, to be effective on the ____ day of _____, 1980.

S.A.G.E., INC. OF HOUSTON

By: _____
Name: _____
Title: _____

-LESSOR-

Executed for and on behalf of the Metropolitan Transit Authority pursuant to Resolution No. _____ of the Board of Directors, passed on the ____ day of _____, 1980, and on file in the office of the Assistant Secretary of the Authority.

METROPOLITAN TRANSIT AUTHORITY

By: _____
Name: Walter J. Addison
Title: Executive Director

-LESSEE-

ATTEST:

Assistant Secretary

A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SITE WORK & CONCRETE CONTRACTORS, INC., FOR IMPROVEMENTS TO THE GULF FREEWAY SAGE PARK & RIDE LOT.

WHEREAS, a bid package for improvements for the Park & Ride lot at the Gulf Freeway Sage Department Store was issued on December 17, 1979; and

WHEREAS, four (4) responses were received; and

WHEREAS, Site Work & Concrete Contractors, Inc., was found to have the lowest and responsive bid.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

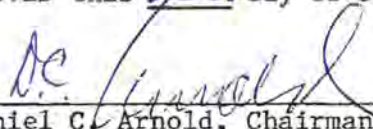
Section 1: The Executive Director be authorized to execute an agreement for improvements to the Gulf Freeway Sage Park & Ride lot, a copy of said agreement being attached hereto and made a part hereof.

Section 2: Total bid amount is \$71,846.25.

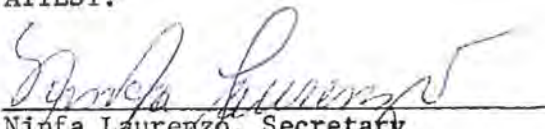
Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 23rd day of January, 1980.

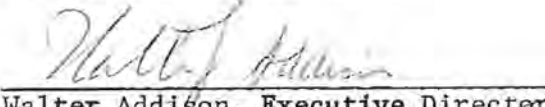
APPROVED this 23rd day of January, 1980.


Daniel C. Arnold, Chairman of the Board

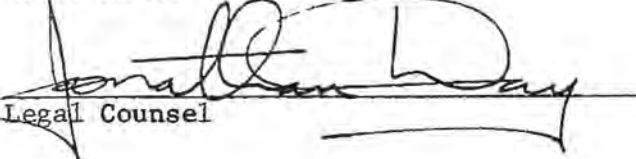
ATTEST:


Ninfa Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:


Walter Addison, Executive Director

APPROVED AS TO FORM:


Jonathan Day, Legal Counsel