

THE STATE OF TEXAS §

COUNTY OF BEXAR §

SERVICES CONTRACT

This contract is made, entered into and executed this _____ day of _____, 2022, by and between the **Alamo Area Metropolitan Planning Organization Transportation Policy Board**, hereinafter called the Policy Board, which is the designated Metropolitan Planning Organization for the San Antonio urbanized area, hereinafter called AAMPO, and **[prime consultant firm]**, hereinafter called Consultant.

WITNESSETH

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

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state and local laws, regulations, and ordinances, AAMPO has developed and maintains the 2022-2023 Unified Planning Work Program (UPWP) which outlines work tasks and estimated expenditures; and,

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

WHEREAS, in the latest approved UPWP, AAMPO is authorized to engage a consultant to conduct the **[UPWP effort]**; and

WHEREAS, the Consultant desires to perform said **[project/program/services/study]**;

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

AGREEMENT

ARTICLE I PURPOSE

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

ARTICLE II
TERM

- 2.01 The term of this contract will begin on [start date - NTP], and shall terminate upon AAMPO's final approval of work completed by the Consultant or on [last day of contract term] whichever occurs earlier, unless otherwise terminated per Article VIII or modified as hereinafter provided in Article XIII. [Add language regarding options – e.g. AAMPO reserves the right to extend the contract term for one year following the initial three (3) year term.]

ARTICLE III
SERVICES TO BE PERFORMED

- 3.01 The Consultant shall undertake with its own personnel and resources or through contractors authorized pursuant to ARTICLE V, Subsection 5.04, the tasks as described in the Scope of Work outlined in Attachment A, which has been made a part of this contract by reference.
- 3.02 Specifically, the Consultant agrees to perform the tasks described in the Scope of Work and report the work accomplished under each task in accordance with the Scope of Work.
- 3.03 If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, the Consultant shall promptly notify AAMPO in writing. In the event AAMPO finds that such work does constitute additional work, AAMPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work or AAMPO shall advise the Consultant not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment, approved by the Policy Board, will be executed. Any amendment so executed must be approved within the contract period specified in Article II.
- 3.04 When the Scope of Work requires a completed work product, AAMPO will review the work as specified in the Scope of Work. If AAMPO finds it necessary to request changes in previously satisfactorily completed work or parts hereof, the Consultant will make such revisions as requested and directed by AAMPO. Such work will be considered as additional work and subject to the requirements established in Article III, Subsection 3.03.
- 3.05 If AAMPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.

ARTICLE IV
PERSONNEL

- 4.01 The Consultant represents that it has or will secure, and agrees to furnish, personnel with qualifications, skills, and expertise required to perform the Scope of Work. The Consultant will provide all necessary supervision and coordination of activities that may be required to complete the activities described in the approved Scope of Work.
- 4.02 The Consultant designates [Prime's Project Manager], as the Consultant Project Manager. The Policy Board designates [AAMPO Project Manager] as the AAMPO Project Manager.

ARTICLE V
FISCAL MANAGEMENT & DISBURSEMENT

- 5.01 The maximum amount payable under this contract shall not exceed the amount of [contract amount-text] dollars (\$contract amt - numeric), as outlined in Attachment B - Budget Summary. Attachment B is hereby incorporated in full in this contract by reference. AAMPO will withhold ten percent (10%) of the total contract amount pending completion of the Scope of Work as described in Attachment A. Upon satisfactory completion of the Scope of Work, the Consultant may invoice for the withheld amount.
- 5.02 AAMPO agrees to reimburse the Consultant for work approved by the Policy Board, or its designated representative, that is performed in accordance with the approved Scope of Work, within fifteen (15) days after AAMPO has received reimbursement for such work from TxDOT. Reimbursement will not exceed the total budgeted for the Consultant in the approved Budget Summary.
- 5.03 The Consultant agrees to submit bills monthly utilizing the forms and procedures for submission of bills adopted by the Policy Board and attach hereto within forty-five (45) days of the end of the month within which the work was performed. AAMPO agrees to promptly request reimbursement from TxDOT for monthly bills submitted by the Consultant. Reimbursement under this contract shall be in accordance with applicable federal regulations including Cost Principles, 48 CFR, Chapter 1, Part 31, FAR 31 herein made a part of this contract by reference. Further, to be eligible for reimbursement, a cost must be incurred within the contract period specified in ARTICLE II. All bills submitted by the Consultant will be in accordance with the procedures for the submission of bills as adopted by the Policy Board and contained in Attachment C. The Consultant shall include as part of their request for payment a list of all Disadvantaged Business Enterprise subcontractors and the amounts to be paid to each of the subcontractors from the request for payment. This requirement is in accordance with FTA Circular 4716.1A. All costs must be supported by source documents which comply with generally accepted accounting practices.
- 5.04 In the event the Consultant contracts with an individual and/or an organization to perform certain tasks in order to accomplish the Scope of Work, the Consultant agrees to submit any and all contracts for such work to AAMPO for approval prior to execution of said contracts and said agreements must contain all required provisions of this contract and must specify that all bills submitted to the Consultant will be in accordance with the procedures for the submission of bills as adopted by the Policy Board and contained in Attachment C. The Consultant will be responsible for all work under this contract even if the work has been subcontracted to another individual and/or organization.
- 5.05 The Consultant agrees that AAMPO, TxDOT, the US DOT, and the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the study, and to audit the books, records, and accounts with regard to the study. Further, the Consultant agrees to maintain all fiscal records and supporting documentation for a period of seven (7) years after AAMPO makes final payments and all other pending matters are closed. The Consultant further agrees that, in the event, any expenditures under this contract are found to be ineligible for reimbursement by an audit, and/or any additional audits performed within the seven (7) years following acceptance of the original audit, the Consultant will reimburse AAMPO for

those expenditures declared ineligible within ninety (90) days after being notified in writing of the findings.

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

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

- a. AAMPO shall give notice to the Consultant in writing within thirty (30) days of being advised of any funding cutback affecting this contract.
- b. the Consultant agrees that upon receipt of such notice, the conditions and requirements outlined in ARTICLE VIII, Subsection 8.01, will be accomplished by the Consultant.

- 5.07 In the event it becomes necessary to amend the Consultant's budget during the course of this contract, AAMPO and the Consultant agree that such amendments must have the mutual concurrence of both parties. In the event that both parties cannot reach mutual agreement, the provisions outlined in ARTICLE VIII, Subsection 8.01, may be applied.

ARTICLE VI REPORTING REQUIREMENTS

- 6.01 The Consultant shall submit monthly progress reports to AAMPO. These reports shall outline work accomplished during the previous month or since the last progress report for the Consultant's work under this contract. These reports will include, but not be limited to, the percentage of completion of the overall work project and each work phase, special problems or delays encountered or anticipated, changes in the estimated value of each phase of work, the anticipated work activities for the next month, and a brief description of work accomplished for each task.
- 6.02 Upon adoption of the Scope of Work, the Consultant will provide electronic files (both Microsoft Word and an Adobe Acrobat pdf) of the final [deliverable/report] which documents all steps of the [project/program/study/services] process with supporting data to AAMPO. AAMPO will also be furnished all computer-generated graphics in a format compatible with ArcInfo/ArcView/ArcGIS software and systems and all supporting documentation (i.e. Synchro model runs and data).

ARTICLE VII DISPUTES

- 7.01 The Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of Consultant's Scope of Work attached hereto as Attachment A.
- 7.02 AAMPO shall act as referee in all disputes regarding non-procurement issues, and AAMPO's decision shall be final and binding subject to review and approval by the TxDOT, FHWA, and FTA.

ARTICLE VIII

TERMINATION

- 8.01 This contract may be terminated in whole, or in part, by either party hereto whenever such termination is found to be in the best interests of either party. Termination shall be effected by the conveyance of a written notification thereof to the other party at least thirty (30) days in advance of the effective date of the termination. In the event either party to this contract terminates this contract, the Consultant agrees to the following:
- a. Stop work under the contract on the date and to the extent specified in the notice of termination.
 - b. Place no further orders of subcontracts except as may be necessary for completion of the work not terminated.
 - c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by notice of termination.
 - d. Submit to AAMPO their termination claim within sixty (60) days of the effective date of termination. The termination claim shall not exceed the total amount of funds authorized in this contract less the estimated cost of the work not completed and the amount of payments previously made.
 - e. If terminated for convenience, Consultant shall be paid for all work satisfactorily performed up to the date of termination.
- 8.02 Violation or breach of contract terms by the Consultant shall be grounds for termination of the contract, and any increased cost arising from the Consultant's default, breach of contract, or violation of terms shall be paid by the Consultant.
- 8.03 This contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed by either party and shall be cumulative.
- 8.04 Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Consultant shall be covered by the provision of ARTICLE XVIII under this contract with respect to ownership.
- 8.05 Except with respect to defaults of subcontractors, the Consultant shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Consultant to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Consultant. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

ARTICLE IX NON-DISCRIMINATION

- 9.01 It is mutually agreed that all parties hereto shall be bound by the provisions of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, Title 23, Code of Federal Regulations, Part 710.405(b). In furtherance of the requirements of Title 49, a copy of "Notice to Contractors--Compliance with Title VI of the Civil Rights Act of 1964 for Federal Aid Contracts" is marked Attachment "E", attached hereto, and made a part hereof.
- 9.02 It is the policy of the US DOT that Minority Business Enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, Minority Business Enterprise requirements of 49 CFR Part 26, as amended, apply to this contract as follows:
- The Consultant agrees to guarantee that Minority Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.
- The Consultant and any subcontractors shall not discriminate on the basis of race, color, national origin, religion, age, sex, or disability in the award and performance of contracts funded in whole or in part with Federal funds. These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after written notification from AAMPO, may result in termination of the contract by AAMPO or other such remedy as AAMPO deems appropriate.
- 9.03 The Consultant shall not discriminate on the grounds of race, color, sex, national origin, age or disability in the performance of this contract, including the procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21.
- 9.04 In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, age, sex, or disability.
- 9.05 The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by TxDOT or the US DOT to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish information, the Consultant shall so certify to TxDOT or the US DOT, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 9.06 In the event of the Consultant's noncompliance with the non-discrimination provisions of this contract, TxDOT shall impose such contract sanctions as it or the US DOT may determine to be appropriate, including but not limited to:

- a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - b. cancellation, termination, or suspension of the contract in whole or in part.
- 9.07 The Consultant shall include the provisions of Subsections 9.01 through 9.06 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as AAMPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request AAMPO to enter into such litigation to protect the interests of the AAMPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- 9.08 No otherwise qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under this agreement. The consultant shall ensure that all fixed facility construction or alteration and all new equipment included in the project comply with applicable regulations regarding Nondiscrimination on the basis of disability in programs and activities receiving or benefiting from Federal Financial Assistance, set forth in 49 CFR Part 27, and any amendments to it.

ARTICLE X
EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE XI
INDEMNITY

- 11.01 The Consultant agrees to indemnify and hold AAMPO harmless from all third-party claims and liabilities to the extent caused by the negligent acts or omissions of the Consultant, its agents or employees while performing this contract. The Consultant also agrees to reimburse AAMPO for expenses incurred in litigation or otherwise to the extent the expenses were caused by any negligent activities of the Consultant, its agents or employees only.

ARTICLE XII
GOVERNING LAW

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

ARTICLE XIII
AMENDMENT

- 13.01 No provision of this contract shall be deemed waived, amended, or modified by either party unless and until such waiver, amendment, or modification is in writing, approved by AAMPO, TxDOT, and the US DOT before additional work may be performed or additional costs incurred which will be eligible for reimbursement, and signed by the party against whom it is sought to be enforced.
- 13.02 Changes in the scope, objectives, character, cost or complexity of the work as approved in the latest approved UPWP must be submitted in writing and must be approved by AAMPO and the US DOT before additional work may be performed or additional costs incurred which will be eligible for reimbursement. Said charges must be approved by AAMPO prior to submittal to the US DOT.

ARTICLE XIV
PRECEDENCE OF AGREEMENT

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

ARTICLE XV
GENDER

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

ARTICLE XVI
LEGAL CONSTRUCTION

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

ARTICLE XVII
SANCTIONS

- 17.01 In the event the Consultant does not accomplish the Scope of Work and is unable or unwilling to provide satisfactory cause to AAMPO as to the reasons and/or justifications for not accomplishing the work, AAMPO reserves the right to impose one or both of the following sanctions on the Consultant:
- a. Retain a percentage of current and/or future reimbursements to the Consultant until the Consultant satisfactorily completes the work. The percentage to be retained will be determined by AAMPO.
 - b. Require a reimbursement from the Consultant of funds expended under this contract in an amount not to exceed the amount reimbursed to the Consultant for the effort which the Consultant has failed to satisfactorily complete. The exact amount to be reimbursed to AAMPO will be

determined by AAMPO; however, such determination shall not preclude the Consultant's rights under law.

ARTICLE XVIII
OWNERSHIP OF WORK PRODUCT

- 18.01 It is agreed that AAMPO, TxDOT and the US DOT shall own any and all information in whatsoever form and character produced in accordance with this contract. It is expressly agreed that the information, data, written information, or other work produced, collectively "the work", which is produced pursuant to this contract shall be considered work made for hire, having been specifically ordered or commissioned for use as a contribution to a collective work, as a supplementary work, as a compilation, or as an information, and/or other work produced under this contract shall be furnished to AAMPO upon request.
- 18.02 AAMPO, TxDOT and the US DOT shall, with regard to any reports or other products produced under this contract, have the royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use, or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant.
- 18.03 The Consultant agrees not to release data or information about the results of the effort to any person outside of AAMPO without first obtaining written authorization to release such information from AAMPO.

ARTICLE XIX
ACKNOWLEDGMENT OF FUNDING SOURCE

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

ARTICLE XX
PROHIBITED INTEREST

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

ARTICLE XXI
INSPECTION OF WORK

- 21.01 AAMPO, the State of Texas, and the US DOT, and any authorized representative hereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, hereunder and the premises on which it is being performed.
- 21.02 If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their

duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE XXII
NONCOLLUSION

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

ARTICLE XXIII
POLITICAL ACTIVITY AND LOBBYING

23.01 No federally appropriated funds provided under this contract will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ARTICLE XXIV
DEBARRED BIDDERS

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

ARTICLE XXV
ENERGY POLICY

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

ARTICLE XXVI
CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT REQUIREMENTS

26.01 The Consultant agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and the United States Environmental Protection Agency (US EPA) requirements (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the US EPA list for

Violating Facilities. The Consultant shall report violations to FTA and the US EPA Assistant Administrator for Enforcement (ENO329).

ARTICLE XXVII
COMPLIANCE WITH LAWS

27.01 The Consultant shall comply with all applicable Federal, State, and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. In performing professional services, Consultant shall exercise the professional standard of care in the identification and application of applicable codes, laws, regulations, and standards. When required, the Consultant shall furnish AAMPO with satisfactory proof of its compliance therewith.

ARTICLE XXVIII
SUCCESSORS AND ASSIGNS

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

ARTICLE XXIX
SIGNATORY WARRANTY

29.01 The undersigned signatory for the Consultant hereby represents and warrants that they are an officer of the organization for which they have executed this contract and that they have full and complete authority to enter into this contract on behalf of their organization.

ARTICLE XXX
NOTICES

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

If to AAMPO: Isidro Martinez, Director
 Alamo Area Metropolitan Planning Organization
 825 South St. Mary's Street
 San Antonio, Texas 78205
 imartinez@alamoareampo.org

If to Consultant: [Name]
 Project Manager
 [Prime Consultant Firm]
 [USPS Address]
 [Email Address]

EXECUTED IN DUPLICATE ORIGINALS THIS THE _____ DAY OF _____, A.D., 2022.

**ALAMO AREA METROPOLITAN PLANNING ORGANIZATION
TRANSPORTATION POLICY BOARD**

BY: _____

Isidro Martinez
Director

ATTEST: _____

[Prime Consultant Firm]

BY: _____

TITLE: _____

ATTEST: _____

Attachment A Scope of Work

Attachment B
Form 4400

Attachment C
Billing Documentation Required

Sample Invoice for Professional Services

Today's Date

Alamo Area Metropolitan Planning Organization
 825 S. St. Mary's Street
 San Antonio, TX 78205

Invoice No. _____

Attn.: (Project Manager)

For Professional Services:

In connection with _____ (Study/Project/Program Name)
 Internal Project Number _____
 Billing period covers (Month/Day/Year - Month/Day/Year) _____

Labor:	<u>Hours</u>	<u>Composite/Hourly Rate</u>	=	<u>Total</u>
Name and Title No. Hrs. x		Rate	=	Total
Name and Title No. Hrs. x		Rate	=	Total
Name and Title No. Hrs. x		Rate	=	Total
Name and Title No. Hrs. x		Rate	=	<u>Total</u>
				Total
Expense Reimbursement:				
Travel - Air				Total
Travel - Auto Rent				Total
Travel - Lodging			Total	
Travel - Meals				Total
Mileage and Parking				Total
Reproduction				Total
Mail				<u>Total</u>
				Total Prime
				Other Direct
Subs: Subcontractor				Total
Subcontractor				Total
Subcontractor				<u>Total</u>
				Total Subconsultants
Show Fee (Profit) on labor only; not expenses				Total

Amount Due:
 Less Retainage (10% of total contract at the end of the project only):
Total Reimbursement:

A signed copy of the Form C progress report (Attachment "D") must be included in the billing package for bill to be processed.

Time sheets for persons billing to the project:

- "Time sheets" must be actual time sheets and not simply a listing of hours an employee worked on this project
- Highlight the appropriate time on the time sheet as it relates to this study
- Any person's time being billed that was not included in the original Form 4400 is not eligible without a written request indicating the individual's name, title, hourly rate and an explanation of their contribution to the study. AAMPO's Project Manager must approve all additional staff billing to the project.

Expense Reports for travel and receipts for other reimbursable expenses:

- Highlight the appropriate charges to the effort
- Highlight the internal project number, if it appears on any backup
- Do not piecemeal travel expenses. All expenses for the same trip should be submitted at the same time. Appropriate charges should be highlighted
- Include highlighted copies of airline, parking, hotel and meal receipts
- Meal receipts must be itemized and alcoholic beverages are not reimbursable expenses
- Mileage for which an employee is reimbursed should be documented with the travel date, trip destination and trip purpose
- Include the number of copies run, what the copies were for, and indicate the appropriate rate (color, black and white, plots, etc.)
- Include highlighted receipts for outside services and identify on the receipt the line item to which the item was charged
- Include highlighted overnight mail receipts and internal mail logs indicating what was mailed, the total number of items mailed, and the rate per item
- If not indicated on the back-up, hand write and highlight the line item being charged against
- Sort back-up to match the order of the charges on the invoice
- Only those other direct line items on the original Form 4400 are eligible for reimbursement. Prior approval must be requested for any additional line items.

Invoice for each Subconsultant

- Follow the example given for the Prime Consultant.
- Provide the same information as required to the Prime in labor and other direct charges.
- Contracts with subconsultants must be on file in AAMPO office prior to AAMPO reimbursing for subconsultants bills.

Attachment D
Monthly Reporting Form
Form C

Prime Consultant:

Project:

Total Project Amount:

Month/Year:

Task	% of Contract	Description of work/ Product Progress (Provide adequate information to explain work completed to date)	% Work Completed
1	0	Work done this month: Next month's work activities: Problems/Delays: Changes in estimated value:	0
2	0	Work done this month: Next month's work activities: Problems/Delays: Changes in estimated value:	0
3	0	Work done this month: Next month's work activities: Problems/Delays: Changes in estimated value:	0
4	0	Work done this month: Next month's work activities: Problems/Delays: Changes in estimated value:	0

Prepared by: _____

Approved by: _____

Title: _____

Title: _____

Attachment E
Notice to Consultants
Compliance with Title VI of the Civil Rights Act of 1964
for Federal Aid Contracts

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Transit Administration, and the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Transit Administration, or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Transit Administration, or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Transit Administration or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) withholding payments to the contractor under the contract until the contractor complies; and/or
 - b) cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient, the Federal Transit Administration, or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Alamo Area Metropolitan Planning Organization will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Transit Administration or the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Alamo Area Metropolitan Planning Organization all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Alamo Area Metropolitan Planning Organization and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Alamo Area Metropolitan Planning Organization, its successors and assigns.

The Alamo Area Metropolitan Planning Organization, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Alamo Area Metropolitan Planning Organization will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Alamo Area Metropolitan Planning Organization will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Alamo Area Metropolitan Planning Organization will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Alamo Area Metropolitan Planning Organization and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, the Alamo Area Metropolitan Planning Organization will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the Alamo Area Metropolitan Planning Organization will there upon revert to and vest in and become the absolute property of the Alamo Area Metropolitan Planning Organization and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).