

ORDINANCE 2020-05-07-0310

AUTHORIZING EXECUTION OF AN ADVANCED FUNDING AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), ACCEPTING REIMBURSEMENT IN AN AMOUNT NOT TO EXCEED \$880,000.00 FROM TXDOT FOR THE MULTIMODAL PLANNING STUDY FOR CULEBRA ROAD FROM I-10 TO LOOP 1604; AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$6,160.00 TO TXDOT FOR ADMINISTRATIVE OVERSIGHT OF FEDERAL FUNDS; AND AMENDING THE FY 2020 - 2025 CAPITAL IMPROVEMENT PROGRAM BUDGET.

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WHEREAS, in 2018, the Alamo Area Metropolitan Planning Organization (AAMPO) approved Corridor Mobility Planning as a Local Agency Managed (LAM) project of the AAMPO 2019-2022 Transportation Improvement Program (TIP); and

WHEREAS, the Corridor Mobility Planning project is a partnership between the City and VIA Metropolitan Transit for in-depth analysis and preliminary project development on four (4) multimodal corridor transformations; and

WHEREAS, for each year of the TIP, one of the four corridors will receive a Multimodal Planning Study to create design planning concepts with public involvement and Culebra Road is the first arterial of the four allocated in the AAMPO 2019-2022 TIP awards; and

WHEREAS, the Multimodal Planning Study for Culebra Road from I-10 to Loop 1604 will provide design planning concepts of either high capacity transit potential or traditional transit service with enhanced multimodal transformation for vehicle safety, pedestrian mobility, micromobility access, and congestion relief; and

WHEREAS, the study will be managed by the City and receive federal funds administered through TxDOT pursuant to an Advanced Funding Agreement; and

WHEREAS, as a requirement of the TIP, the City, as the local government, is responsible for 20% of the cost for the multimodal planning study with the remaining 80% being provided federally through TxDOT; and

WHEREAS, this Advanced Funding Agreement with TxDOT will allow multimodal planning study costs to qualify for federal cost sharing up to the federally approved amount not to exceed \$880,000.00, and the City will be responsible for the remaining cost of \$220,000.00; and

WHEREAS, when the federal funding reaches the maximum obligated amount of \$880,000.00, City will then be responsible for project completion in a timely manner with no additional State or Federal funding and without decreasing the scope and/or terms of the work of the Project; and

WHEREAS, City also will pay \$6,160.00 to TxDOT for administrative oversight of federal funds associated with the project; and

WHEREAS, this Ordinance authorizes the execution of an Advanced Funding Agreement between the City of San Antonio and TxDOT, authorizes payment in the not to exceed amount of \$6,160.00 to TxDOT, and accepts reimbursement in the not to exceed amount of \$880,000.00 from TxDOT related to the Multimodal Planning Study for Culebra Road from I-10 to Loop 1604; **NOW THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or designee, or the Director of the Public Works Department or his designee, is hereby authorized to execute an Advance Funding Agreement with the TxDOT and accept grant funding in the amount up to \$880,000.00 from TxDOT for the Multimodal Planning Study for Culebra Road from I-10 to Loop 1604. The City match of up to \$220,000.00 is hereby authorized. A copy of the final agreement is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. The City Manager or his designee, or the Director of the Public Works Department or his designee, is hereby authorized to accept grant funds in the amount up to \$880,000.00 from the Texas Department of Transportation (TxDOT) for the City's Multimodal Planning Study of Culebra Road. The City will also be providing a 20% cash match of \$226,160.00 which is available from the FY2019 General Funds.

SECTION 3. Should funding be accepted, new funds and internal orders will be created, upon which the award amount of \$880,000.00 will be appropriated from TxDOT. A final budget which will include SAP internal Orders and SAP GL Accounts will be submitted by the Transportation and Capital Improvements Department upon acceptance.

SECTION 4. The amount of \$880,000.00 is appropriated grant revenue in SAP Fund 2205923013, 2019 Multimodal Plan, SAP Internal Order # 123000000380, SAP GL account 6102100 – Interfund Transfers Out. The amount of \$880,000.00 is authorized to be transferred to SAP Fund 40099000.

SECTION 5. Should funding be accepted, new funds and internal orders will be created, upon which the cash match amount of \$220,000.00 will be appropriated from the General Fund. A final budget which will include SAP internal Orders and SAP GL Accounts will be submitted by the Public Works Department upon acceptance.

SECTION 6. The amount of \$220,000.00 is appropriated cash match in SAP Fund 11001000, General Fund, SAP Internal Order # 390000002465, SAP GL account 6102100 – Interfund

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Transfers Out. The amount of \$226,160.00 is authorized to be transferred to SAP Fund 40099000.

SECTION 7. Funding in the amount of \$6,160.00 is available in Fund 11001000, Cost Center 2312010001 and General Ledger 5201040 as part of the Fiscal Year 2020 budget approved by City Council. Payment is authorized to Texas Department of Transportation (TxDOT) in the amount of \$6,16.00.


SECTION 8. Funds in the amount up to \$1,100,000.00 shall be appropriated in Fund 40099000 per the table below:

Amount	WBS Element	General Ledger
\$880,000.00	23-01853-90-06-01	6101100
\$220,000.00	23-01853-90-14-01	6101100
\$880,000.00	23-01853-01-02-02	5201270
\$220,000.00	23-01853-01-02-01	5201170

SECTION 9. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Fund Numbers, Project Definitions, WBS Elements, Internal Orders, Fund Centers, Cost Centers, Functional Areas, Funds Reservation Document Numbers, and General Ledger Accounts as necessary to carry out the purpose of this Ordinance.


SECTION 10. This Ordinance shall be effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective on the en days after passage.

PASSED and APPROVED this 7th day of May, 2020.




M A Y O R
Ron Nirenberg

ATTEST:



Tina Flores, Acting City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



City of San Antonio

City Council

May 07, 2020

Item: 9A

File Number: 20-3099

Enactment Number:

2020-05-07-0310

Ordinance approving a Advanced Funding Agreement with the Texas Department of Transportation, accepting grant reimbursement in the estimated amount of \$880,000.00 from TxDOT related to the planning costs and authorizing payment in the amount not to exceed \$6,160.00 to TxDOT for administrative oversight of federal funds for the Multimodal Planning Study for Culebra Road from I-10 to Loop 1604; and, amending the FY 2020 - 2025 Capital Improvement Program Budget. Funding in the total amount of \$400,000.00 has been previously authorized from FY 2019 & FY 2020 General Funds for this project.

Councilmember Ana E. Sandoval made a motion to approve. Councilmember Shirley Gonzales seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

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ATTACHMENT I

TxDOT:		Federal Highway Administration:	
CSJ #	0915-12-609	CFDA No.	20.205
District #	SAT (15)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37450		
Project Name	Multimodal Planning Study	<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**NON-CONSTRUCTION
ADVANCE FUNDING AGREEMENT
For An off-system planning study
Surface Transportation Block Grant Program (STBG)**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation**, called the "State", and the **City of San Antonio**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

BACKGROUND

Federal law establishes federally funded programs for transportation improvements to implement its public purposes, including the Surface Transportation Block Grant Program (STBG) program.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and Federal funds.

The Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects.

The Texas Transportation Commission passed Minute Order Number **115291**, which provides for development of and funding for the project identified in this agreement.

The Governing Body of the Local Government has approved entering into this agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A).

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the close of ordinary business on December 1, 2022

2. Scope of Work

The scope of work is the project (Project) as detailed in Attachment B, Scope of Work (Attachment B), which is attached to and made part of this agreement.

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3. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate (Attachment C), which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. The State will be responsible for securing the federal and State share of the funding required for the Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- D. The Local Government will be responsible for all non-federal and non-State participation costs associated with the Project. If the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- E. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding and the periodic payment schedule, when periodic payments have been approved by the State.
- F. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, Attachment C reflects those adjustments.
- G. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided

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by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

- H. The State will not pay interest on any funds provided by the Local Government.
- I. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- J. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- K. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- L. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

4. Termination of This Agreement

This Agreement may be terminated:

- A. By written mutual consent of the parties;
- B. By one party because of a material breach by the other party, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. By the State if the Local Government elects not to provide its share of funding, in which case the Local Government shall pay for the State's reasonable actual costs during the Project;
- D. By the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. If the Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

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5. Amendments

Amendments to this Agreement shall be in writing and shall be executed by both of the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of San Antonio ATTN: Assistant City Engineer, Project Management Division PO Box 839966 San Antonio, TX 78283	Legal Documents: Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701 Billing and Inquiries: Texas Department of Transportation ATTN: Director of Transportation Planning & Development 4615 NW Loop 410 San Antonio, TX 78229-5126

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

8. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its employees, representatives, and agents.

10. Ownership of Documents

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Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

11. Compliance with Laws

The parties to this Agreement shall comply with all 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

12. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

13. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

14. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. When required by state or federal statute or regulation, the State must pre-approve the Local Government's procurement procedures for purchases to be eligible for reimbursement with state or federal funds.

15. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

16. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

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

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17. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. 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.
- B. 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).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. 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.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. 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).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits 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.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. 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.
- K. 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, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

18. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

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- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

19. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or

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otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

20. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or 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 with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

21. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>

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2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

22. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

23. Signatory Warranty

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

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Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Typed or Printed Title

Date

Date

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ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

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ATTACHMENT B SCOPE OF WORK

City of San Antonio's Arterial Mobility Planning project is a partnership between the City with VIA for an in-depth analysis and preliminary project development on multimodal arterial transformations to create design planning concepts with public involvement projected to span nine months with a contract termination date two years from the Consultant Notice to Proceed date.

The selected arterial for this solicitation will be Culebra Rd from LP 1604 to IH 10. This location has been chosen based upon the citywide Vision Zero crash evaluation which identified extensive crash events throughout the length of the arterial. Evaluating the various roadway configurations and land uses will help identify solutions to reduce the crashes and provide multimodal mobility to Culebra Road. A key objective of the Arterial Plan shall be to develop future projects for short-, mid- and long-term implementation along Culebra Road.

The Local Government will be responsible for the following tasks:

1. Identify Needs: (3 months)

- a. Arterial Existing Conditions Report and Assessment– Gather and compile data related to existing conditions on various levels to prepare a report to be used for arterial assessment. The Consultant team will gather information related to the following areas:
 - Functional Classification
 - Traffic Volumes
 - Crash Data
 - Access Management Conditions
 - Bicycle and Pedestrian Conditions/Crossings
 - ADA Conditions
 - Transit and Parking Conditions
 - Environmental and Historical Conditions
 - Right-of-Way and Deed Investigation
 - Land Use and Zoning Categories
 - Future Development Information
 - Topographical Survey
 - Existing Utility Data
 - Neighborhood Information
 - Major Traffic Generators
 - Existing Regional Plans/Planning Documents
- b. Evaluate the entire arterial at a high level to determine the areas of most critical need and focus for detailed arterial analysis.
- c. Deliverables: Summaries and maps outlining the corridor existing conditions shall be provided to the State no later than January 31, 2022

2. Arterial Analysis (3 months)

- a. Arterial-Level Operations Analysis – Existing arterial operations must be modeled to understand the current roadway conditions. Traffic data will be used for network operations analysis with programs such as Synchro and VISSIM. Operational conditions will be identified at intersections and along segments of the roadway. Level-of-service, delay and

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volume to capacity ratio results will be reported.

- b. Arterial Crash Analysis – Crash data will be evaluated to determine areas of concentration for roadway solutions. Contributing factors will shape the proposed roadway treatments and improvements along the arterial.
- c. Arterial Assessments – Evaluations of access management, parking, ADA and transit must be considered in the formation of arterial enhancements and modifications.
- d. Deliverables: corridor Models, crash maps, corridor assessment map shall be provided to the State no later than April 29, 2022

3. Development of Arterial Concepts (2 months)

- a. Develop roadway improvement concepts for the Culebra Road arterial based on conditions assessments, operational analysis, stakeholder input and ongoing public engagement. Proposed cross-sections will be developed that address the operational needs while incorporating complete streets elements. Roadway sections must complement the proposed land use patterns, integrate high capacity transit and provide connections to the pedestrian and bicycle networks. The Consultant will consider strategies and programs in addition to traditional physical improvements.
- b. *Arterial Typology Identification:* The Consultant team will obtain land use and typology information for each arterial and for the activity centers from the Comprehensive Plan performed by the City. The consultant team will apply them to appropriate sections within the study area.
- c. Deliverables: Corridor section proposals based on land use and typology shall be provided to the State no later than June 30, 2022

4. Develop & Evaluate Improvements (1 month)

- a. Evaluate and Prioritize Potential Improvement Projects and Strategies - The proposed improvements will be evaluated for feasibility of implementation, including the necessary right-of-way needs. Street configurations and drawings must be feasible and thoroughly investigated using national design standards. Evaluation will consist of reviewing the results of the arterial-level operational analysis performed using Synchro and/or VISSIM and a conditions matrix to rate key factors that affect each roadway.
- b. Deliverables: Pre-schematic level corridor maps shall be provided to the State no later than July 29, 2022

5. Public Outreach Strategy (continuously throughout project)

- a. Public outreach to understand the community need and support along Culebra Road is key to a successful project. The consultant will need to prepare a public outreach strategy, process and interactive tools to engage the public in proposed meetings. Public meetings will be organized and implemented by the consultant in support of the City of San Antonio. Input and data received will need to be compiled and documented to be presented as part of the study.
- b. Deliverables: Summary of outreach and received input shall be provided to the State no later than July 29, 2022

6. Project Identification (1 month)

- a. Based upon planning evaluation and public comment, future project identification will be clarified through this process. The consultant will need to prepare technical reports

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documenting methodology, results and conclusions. The plan shall identify projects for short, mid and long-term implementation. Methodology used to prioritize projects for implementation shall include rough cost, congestion relief, safety, complete streets, environmental impacts and land use. Potential sources of funding will also be identified.

b. Deliverable Package for implementation should include:

- Arterial Implementation Plan shall be provided to the State no later than August 31, 2022
- Proposed Project Cross Sections shall be provided to the State no later than August 31, 2022
- Proposed Project Renderings shall be provided to the State no later than August 31, 2022

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ATTACHMENT C PROJECT BUDGET ESTIMATE

For those costs, as shown in table below, that are to be allocated based on 80% Federal funding and 20% Local Government funding, when the federal funding reaches the maximum obligated amount, the Local Government will then be responsible for project completion in a timely manner with no additional State or Federal funding and without decreasing the scope and/or terms of the work of the Project.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
STBG program							
Multimodal Planning Study (by Local Government)	\$1,100,000	80%	\$880,000	0%	\$0	20%	\$220,000
Direct State Costs (0.56%)	\$6,160	0%	\$0	0%	\$0	100%	\$6,160
Indirect State Costs (5.33%)	\$6,449	0%	\$0	100%	\$6,449	0%	\$0
Subtotal	\$1,112,609		\$880,000		\$6,449		\$226,160

Initial payment by the Local Government to the State: **\$6,160**

Estimated total payment by the Local Government to the State due 30 days following the execution of the contract.

This is an estimate. The final amount of Local Government participation will be based on actual costs.