



**CONTRACT NUMBER 2025-158
AGREEMENT BETWEEN
THE CITY OF SAN MARCOS AND
ALLIANCE TRANSPORTATION, LLC
FOR
THE DESKTOP TRIANNUAL DESKTOP AUDIT REVIEW**

This Agreement (“Agreement”) is entered into by and between the Owner, City of San Marcos, Texas (“CITY”), and Alliance Transportation, LLC through H-GAC Buy Program CP04-20, whose address is Northwest Freeway, Suite 100, Houston, TX 77040, (“Professional Firm”), and is effective for all purposes as of the date of the last signature to this Agreement (October 1, 2025).

The Owner: The City of San Marcos, Texas

and

The Professional Firm (“Firm”): Alliance Transportation, LLC
13101 Northwest Freeway, Suite 100
Houston, TX 77040

for

The Project: 2025-158 Desktop Triannual Desktop Audit Review

Owner Standard Terms and Conditions: Parties have read and agree to be bound by the Standard Terms and Conditions, when not in conflict with the terms of this Agreement, found at sanmarcostx.gov/StandardTermsandConditions.

Further;

The Owner and the Professional Firm agree as follows:

**ARTICLE 1
PROFESSIONAL FIRM’S SERVICES**

Professional Firm agrees to perform the services specifically described in **Exhibit 1** and all other professional services reasonably inferable from **Exhibit 1** and necessary for complete performance of Firm’s obligations under this Agreement (collectively, “**Services**”). To the extent of any conflict between the terms in **Exhibit 1** and this Agreement, the terms of this Agreement shall prevail.

**ARTICLE 2
PROFESSIONAL FIRM’S RESPONSIBILITIES**

Professional licensed engineer or registered architect will perform services:

(1) with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license; and

(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

The Firm shall at all times provide sufficient personnel to accomplish Services in a timely manner. The Firm shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of its' obligations under this Agreement.

Professional Firm agrees to perform Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

The Firm's Services shall be reasonably accurate and free from material errors or omissions. The Firm shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by the Firm without any additional cost or expense to Owner.

The Firm shall designate a representative primarily responsible for Firm's Services under this Agreement. The designated representative shall act on behalf of Firm with respect to all phases of Professional Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

ARTICLE 3

THE OWNER'S RESPONSIBILITIES

The Owner shall provide the Professional Firm with a full description of the requirements of the Project.

The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Professional Firm and as reasonably necessary for the completion of Professional Firm's Services. The Owner shall furnish structural, mechanical, chemical, and other laboratory tests as reasonably required.

The Owner will review the drawings, specifications and other documents of service produced by Professional Firm in the performance of its obligations under this Agreement (collectively the "Design Documents") as required. Owner will notify Firm of any design fault or defect in Services or Design Documents of which Owner becomes aware.

The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Professional Services.

The Owner designates **Amy Finn**, as its representatives authorized to act in the Owner's behalf with respect to the Project. The contact information for Owner's representative is listed below:

Amy Finn, Transit Manager
Transit Department
630 East Hopkins Street
San Marcos, Texas 78666
Telephone: 512-393-8487
Email: Afinn@sanmarcostx.gov

ARTICLE 4
OWNERSHIP AND USE OF DOCUMENTS

The Design Documents prepared by Professional Firm as instruments of service are and shall remain the property of the Firm whether the Project for which they are created is executed or not. However, the Owner shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Owner's use and occupancy of the Project. In addition, Owner shall have an irrevocable, paid-up, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Professional Firm.

ARTICLE 5
DISPUTE RESOLUTION

If a dispute arises out of or relates to the Agreement or these Terms and Conditions, or a breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the Owner and the Firm agree to act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The Owner and Firm will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

ARTICLE 6
PROJECT TERMINATION OR SUSPENSION

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured in the seven (7) calendar days' notice period. This Agreement may be terminated by the Owner's City Manager or City Manager's Designee for any reason upon fifteen (15) calendar days' written notice to the Firm.

In the event of termination through no fault of the Firm, the Firm shall be equitably compensated for all Professional Services performed and Reimbursable Expenses incurred prior to termination in accordance with this Agreement.

ARTICLE 7
MISCELLANEOUS PROVISIONS

Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between the Firm and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

Assignment. This Agreement is a personal service contract for the services of Professional Firm, and Professional Firm's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Applicable Law. The Agreement will be governed by and construed under the laws of the State of Texas. Any controversy, claim or dispute arising out of or relating to this Agreement will be brought in a state court of competent jurisdiction in Hays County or, if in federal court, in the Federal Western District of Texas, Austin Division for trial.

Waiver. A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

Independent Contractor. Professional Firm recognizes that it is engaged as an independent contractor and acknowledges that Owner shall have no responsibility to provide Professional Firm or its employees with any benefits normally associated with employee status. The Firm will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner.

Family Code Child Support Certification. If State funds are being used in in the procurement of the services described in Exhibit 1, pursuant to Section 231.006, Texas Family Code, Professional Firm certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Prohibition on Contracts with Companies Boycotting Israel. Pursuant to Chapter 2271 and 808, Texas Government Code, the Firm certifies that is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Section 2252 Compliance. Section 2252 of the Texas Government Code restricts the Owner from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. The Firm hereby certifies that is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Certain Foreign-Owned Companies. Section 2274 of the Texas Government Code (SB2116) restricts the City from contracting with companies that do business with certain foreign-owned companies in connection with critical infrastructure if the company is granted direct or remote access; and if the company is owned by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a "designated country", or headquartered in China, Iran, North Korea, Russia, or a designated country. Designated country is Governor-designated country as a threat to critical infrastructure. By signing below as an authorized signer, the Bidder hereby certifies that it does not do business with certain foreign-owned companies in connection with critical infrastructure as described herein. Failure to maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. Section 2274 of the Texas Government Code (SB19) restricts the City from contracting with companies that discriminate against firearm and ammunition industries. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity

or firearm trade association; and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies. Section 2274 of the Texas Government Code (SB13) restricts the City from contracting with companies that boycott energy companies. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive boycotting energy companies, and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.

Non-Discrimination. The Firm understands and certifies that it is an Equal Opportunity Employer and does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability or economic condition and prohibits retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.

Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Professional Firm in the performance of services for Owner, which is not generally known to the public, shall be confidential and Professional Firm shall not disclose any such confidential information, unless required by law. The Firm shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

Termination Due to Loss of Funding. If Owner funds are utilized to fund any part of this Agreement, the Firm understands that those Owner funds for the payment for work performed by the Firm under this Agreement have been provided through the Owner's budget approved by Owner Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The Owner cannot guarantee the availability of funds and enters into this Agreement only to the extent such funds are made available. The Firm acknowledges and agrees that it will have no recourse against the Owner for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed. The fiscal year for the Owner extends from October 1st of each calendar year to September 30th of the following calendar year.

Ethics Matters; No Financial Interest. Firm and its employees, agents, representatives, and subcontractors have read and understand Owner's Ethics Policy available at <http://www.sanmarcostx.gov/380/Ethics>, and applicable state ethics laws and rules. Neither Professional Firm nor its employees, agents, representatives or subcontractors will assist or cause Owner employees to violate Owner's Conflicts of Interest Policy, provisions described by Owner's Standards of Conduct Guide, or applicable state ethics laws or rules. Professional Firm represents and warrants that no member of the City Council of San Marcos has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Subcontracting. The Professional Firm will not subcontract any work under this Agreement without prior written approval from the Owner. In the event approval is given by the Owner, the Professional Firm will specify any work or services, the appropriate insurance requirements and miscellaneous provisions by separate written agreement with the subcontractor.

Mutual Waiver of Consequential Damages. In no event shall either party be liable, whether in contract or tort or otherwise, to the other party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

Texas Tax Code 171.1011(g)(3). Notwithstanding anything in this agreement and for the purpose of complying with Texas Tax Code 171.1011(g)(3), the City agrees to the following:

- (1) Prior to commencing performance under this Agreement, Firm will provide the City with a

(2) Any payment made by the Owner to the Firm that includes fees payable to a subconsultant, subcontractor or agent of Professional Firm under this Agreement shall constitute an acceptance by the Owner of Firm's use of any such subconsultant, subcontractor or agent of the Firm under this Agreement.

Termination for Convenience. The Owner's City Manager or the City Manager's designee may terminate the Agreement at any time upon thirty (30) calendar days' notice in writing to the Firm. Upon receipt of such notice, the Firm shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Agreement. As soon as practicable after the receipt of notice of termination, Professional Firm shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under the Agreement to date of termination. The Owner agrees to compensate the Firm for that portion of the prescribed charges for which the services were actually performed or items delivered under the Agreement and not previously paid.

If to Owner: The City of San Marcos
630 East Hopkins Street
San Marcos, Texas 78666
Attn: City Purchasing Manager's Office
cosmpurchasing@sanmarcostx.gov

With Copies to: The City of San Marcos
630 East Hopkins Street
San Marcos, Texas 78666
Attn: City Attorney's Office
LegalInfo@sanmarcostx.gov

Changes in Service. If a Party requires a change or amendment to this Agreement or its Exhibits, the Parties agree to use the Authorization of Change in Services Form in **Exhibit 4** to do so. The Authorization of Change in Services Form must be agreed to and signed by both Parties before any change to this Agreement is effective.

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REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to Compensation for the Firm's Services and include actual and reasonable expenses incurred by the Firm, that are (i) outside the services listed in **Exhibit 1**; and (ii) solely and directly in connection with the performance of Professional Firm's Services. Such Reimbursable Expenses must be approved in writing by the Owner and may include the following:

Expense of transportation (coach class air travel only) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved by the Owner in advance.

Fees paid for securing approval of authorities having jurisdiction over the Project.

Professional models and renderings if requested by the Owner.

Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for the Firm.

Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.

Expense of any additional insurance coverage or limits, excluding professional liability and errors and omissions insurance, required under this Agreement or requested by the Owner that is in excess of that normally carried by the Firm.

ARTICLE 9 **ADDITIONAL SERVICES**

Additional Services are services not included in the Professional Firm's Services and not reasonably inferable from its Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Professional Firm shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. Professional Firm shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

Upon acceptance by Owner, each Additional Services Proposal and the services performed by the Firm pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

ARTICLE 10 **PAYMENTS TO PROFESSIONAL FIRM**

The Firm shall present monthly Payment Requisitions to the Owner detailing the Firm's Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, Firm shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Payment Requisition and notify Professional Firm whether the Payment Request is approved or disapproved, in whole or in part. Owner shall promptly pay Professional Firm for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Payment Requisition.

Owner shall have the right to withhold from payments due the Firm such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Professional Firm or failure of the Firm to perform its obligations under this Agreement.

ARTICLE 11

PROFESSIONAL FIRM'S ACCOUNTING RECORDS

Records of the Firm costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three (3) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Professional Firm in writing. The Firm's records shall be kept on the basis of generally accepted accounting principles.

ARTICLE 12

INSURANCE

For services performed on Owner's premises, Professional Firm shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement. On the Certificate of Insurance, name the **City of San Marcos, c/o Purchasing & Contracting Division, 630 East Hopkins Street, San Marcos, Texas 78666** as an additional insured. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

Business automobile liability insurance with minimum limits of liability for bodily injury and property damage combined of not less than \$1,000,000 per occurrence. Contractor will maintain a standard ISO version of Business automobile liability insurance or its equivalent providing coverage for all owned, non-owned and hired automobiles. Owner will be included as an additional insured party.

Commercial General Liability Insurance: Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$2,000,000 aggregate. City will be included as an additional insured party.

Umbrella Form Excess Liability with minimum limits of \$1,000,000. Umbrella coverage must follow form with the primary coverage.

Workers' compensation insurance in accordance with and as required by the Workers' Compensation Act of the State of Texas in amounts sufficient to satisfy statutory requirements or \$500,000.00/\$500,000.00 for Employer's Liability. Worker's Compensation policy shall include a waiver of subrogation in favor of the Owner.

Certificate of coverage or certificate means a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

Professional Liability: Not less than \$1,000,000 per claim-based policy to be maintained for the duration of the agreement and two-year extended reporting period. This insurance requirement applies when a supplier has a professional designation or license and/or is providing professional services. The minimum limit for architects and engineers is \$2,000,000 per claim and in the aggregate and may be increased depending upon the nature of the services to be provided to the City.

Upon request, the Firm shall furnish complete sets of its insurance policies to Owner for review. If additional insurance or changes to this article are required, they shall be explicitly laid out in **Exhibit 1**.

ARTICLE 13
INDEMNITY

PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBPROFESSIONAL OR SUPPLIER COMMITTED BY PROFESSIONAL, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH PROFESSIONAL EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND PROFESSIONAL WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO PROFESSIONAL'S LIABILITY.

PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS SECTION (INDEMNIFICATION) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 14
COMPENSATION

The Professional Firm's compensation for Professional Services shall be as follows:

Service Fees: The maximum fee for Professional Services shall not exceed **One Hundred and Fifty Thousand dollars \$150,000** as approved by the Owner set forth in **Exhibit 2**.

Reimbursable Expenses: For Reimbursable Expenses approved by the Owner (ref. Article 8 and **Exhibit 2**), Professional Firm shall be compensated for the actual expense incurred by the Firm. Notwithstanding the foregoing, Owner's payment to the Firm for Reimbursable Expenses will not exceed a maximum of amount agreed upon in this Agreement and Exhibits without the prior written approval of the Owner.

Additional Services: The Firm's Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

OWNER:

THE CITY OF SAN MARCOS

By: _____

Name: _____

Title: _____

Date: _____

PROFESSIONAL FIRM:

ALLIANCE TRANSPORTATION LLC

By: _____

Name: _____

Title: _____

Date: _____

Exhibits:

EXHIBIT 1 – Scope of Services and Deliverables

EXHIBIT 2 – Detailed Fee Schedule

EXHIBIT 3 – Project Schedule

EXHIBIT 4 – Authorization of Change in Service Form

EXHIBIT 1
SCOPE OF SERVICES AND DELIVERABLES

EXHIBIT A
SCOPE OF SERVICES

The City of San Marcos (City) as an FTA Section 5307 Direct Recipient, is required to meet all the FTA guidelines. The City must maintain proper documentation and processes to demonstrate their responsibility at managing programs in accord with FTA guidelines. FTA conducts regular reviews of grant recipients using a triennial audit to ensure compliance.

The following scope is intended to provide a three-phase approach to assist the City with documenting their ongoing compliance: Phase 1) review of City processes and document to comply with all FTA regulations; Phase 2) revise or develop documents to ensure compliance; and Phase 3) assist the City during and after the FTA audit to ensure compliance.

1. PROJECT MANAGEMENT AND REPORTING

Develop a Project Management Plan to cover project timeline, communications, documentation, invoicing, and outcomes/deliverables expected from the overall project.

2. CONDUCT A DESK REVIEW (PHASE 1)

Complete a review of current planning and operational documentation to determine the status of critical elements required to show compliance with FTA procedures and programs. The emphasis will be on the topics typically covered during the triennial audit but extend into operations.

A. Develop and implement a desktop checklist to complete a review of the current adequacy of available documentation and process. Adequacy will be determined by the presence of these materials, review of their findings or conclusions (as applicable), determination of how these materials guide system operations and planning, their dates and methods of adoption and schedule for applicable review and update.

- i. Transit Development Plan
- ii. Public Participation Plan or Strategy
- iii. Programmatic Title VI Review
- iv. Service Standards
- v. Agency Safety Plan (ASP) and Safety Plan Implementation
- vi. Capital Investment Program
- vii. Transit Asset Management (TAM) Plan
- viii. Current or Pending Grant Applications
- ix. Articles of Incorporation, Organization, and Operation
 1. Intergovernmental Agreements
 2. Documentation of Forced Account (as applicable)
 3. Resolutions for funding, appointment, and other support
 4. System Bylaws or Articles of Incorporation
 5. Third Party Operational Agreements
- x. Demonstration of Financial Capacity
 1. Bylaws and Organizational Documentation
 2. Audits
 3. Program Reviews
 4. Compliance with FTA standard assurances

- xi. Demonstration of Operational Reporting
 - 1. NTD Waivers/Classification
 - 2. Grants and Status (Evidence of Grants Management)
- xii. Demonstration of Organizational Participation and Structure
 - 1. Citizen or Transit Advisory Boards
 - 2. Councils of Government
 - 3. Metropolitan Planning Organization
 - 4. Rural Transportation Planning Organization

B. Provide a complete checklist as well as an action plan to address deficiencies.

3. REVISE OR DEVELOP DOCUMENTATION (PHASE 2)

Following the review above in Task 2 (Phase 1) there will be documents identified as either needing revisions or needing development. ATG will work with the City to either revise or develop necessary documents.

A. Revise documents identified as being deficient or lacking the necessary components to ensure compliance with FTA or State guidance.

B. Develop documents identified as belonging to the City.

4. AUDIT ASSISTANCE (PHASE 3)

This task will be executed before, during and following the Cities triennial audit by FTA. There will be three main tasks as identified below:

A. Assist in preparations for the first triennial audit by FTA. This will include assisting with the identifying the documents requested prior to the audit and preparing City staff for the audit process.

B. Answer City staff questions during the FTA audit process.

C. Assist City in closing findings resulting from the FTA audit.

EXHIBIT 2
DETAILED FEE SCHEDULE

Attachment A
Alliance-Texas Engineering Co.
Community Planning Services
Contract No.: CP04-20

[illegible]

EXHIBIT 3
PROJECT SCHEDULE

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Alliance Transportation Group, LLC - Public Services - ID: 13776

EXTENSION No. 3 to CONTRACT No. CP04-20

For

Community Planning Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Alliance Transportation Group, LLC


THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Mar 31 2026 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Community Planning Services, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:

82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 2/4/2025

Signed for: **Alliance Transportation Group, LLC**

DocuSigned by:

2D8D6C39703E4E5...

Printed Name:
Title:

JD Allen, AICP
Executive Vice President
Date: 2/4/2025

EXHIBIT 4
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NAME:		NUMBER:	
CONTRACTOR:			
ORIG. CONTRACT DATE:		RESOLUTION NO:	
CITY REPRESENTATIVE:		DEPT:	
DATE:		ACIS NO.:	

DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:

This contract is hereby renewed pursuant to the terms and conditions of the original contract in the annual amount of \$ for the following term:

DATES

Additionally, this contract is amended to include automatic renewals. Either party may elect to not renew the contract by providing written notice of non-renewal ninety (90) days prior to the expiration of the then-current term.

Original Contract Amount:		\$
Previous Increases in Contract Amount:		\$
CURRENT CONTRACT AMOUNT:		\$
This Increase in Contract Amount:		\$
REVISED CONTRACT AMOUNT:		\$

CONTRACTOR:

Signature

Date

Print Full Name / Title (if not in individual capacity)

CITY:

Signature

Date

Print Name / Title

City Department Use Only Below This Line (PM, POC, etc.).

Account Number(s):	Amount	Date
#	\$	
#	\$	
#	\$	