

Grayson County Metropolitan Planning Organization (MPO)

POLICY BOARD

AGENDA

Wednesday, December 1, 2021 @ 8:00 am

<https://us06web.zoom.us/j/89724832461?pwd=bnNPRXV0c2lvRTdkMEtDdTI3UWk1UT09>

Meeting ID: 897 2483 2461 Passcode: 916605

Please visit our MPO website www.sdmpo.org for background materials under the "Committees/Meetings" link or under "News and Announcements" at our home page.


- I. Call to order
- II. Acknowledgment of Quorum by Chairman
- III. Public Comment Period
- IV. [Consider approval of the minutes of the MPO Policy Board meeting of September 29, 2021](#)
 Action Information
- V. [Review of the Transit Asset Management \(TAM\) Plan for the Texoma Area Paratransit System \(TAPS\) and Approve a Resolution Adopting the TAM Plan](#)
 Action Information
- VI. [Authorize Execution of an Agreement for Professional Services with Kimley-Horn and Associates, Inc. for the Grayson County Safety and Operations Strategic Plan](#)
 Action Information
- VII. Announcements
(Informal Announcements, Future Agenda Items, and Next Meeting Date)
 - TAC Next meeting date January 19, 2022
 - MPO Policy Board Next meeting date February 2, 2022
 - Freight Advisory Committee Next meeting date TBD
- VIII. Adjournment

PUBLIC COMMENT PERIOD - The MPO Policy Board (PB) will allow for a public comment period, not to exceed fifteen minutes, to receive public comment on any other matter that is under the jurisdiction of the PB. No action will be taken. Each speaker will be allowed a maximum of three minutes. The use of a single spokesperson to represent a group of people is encouraged. Where there are large numbers of persons who wish to address the PB on a single matter, the Chairman may decrease the amount of time available to each person who wishes to address the PB. Speakers must be signed up prior to the beginning of the public comment period.

All meetings of the Grayson County Metropolitan Planning Organization (MPO) are open to the public. The MPO is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal opportunity for effective communications will be provided upon request. Please contact Tera Norris at the County Judge's Office at 903.813.4228 at least 24 hours in advance if accommodation is needed.

The above notice was posted at the Grayson County Courthouse in a place readily accessible to the public and made available to the Grayson County Clerk on or before November 26, 2021.

NOTE: The MPO Policy Board (PB) agenda/packet is only distributed digitally, no paper copies will be sent. If you need a printed copy please contact MPO staff.



Clay Barnett, P.E.

The MPO Policy Board may retire into **EXECUTIVE SESSION** pursuant to the Texas Government Code, Chapter 551, Subchapter D, to discuss any item posted on this agenda and take appropriate action as necessary.

1 Grayson County Metropolitan Planning Organization (MPO)
2 POLICY BOARD
3 Grayson County Courthouse
4 Commissioner Courtroom
5 Wednesday, September 29, 2021 at 8:00 am
6

7 **Board Members Present:**

8 Judge William Magers, Chairman Grayson County
9 Mayor David Plyler, Vice Chairman City of Sherman
10 Mayor Janet Gott City of Denison
11 Mayor Jim Atchison City of Van Alstyne
12 Noel Paramanatham, P.E. TxDOT Paris District Engineer
13

14 **Board Members Absent:**

15 None
16

17 **Ex-Officio Members Present:**

18 Shellie White Texoma Area Paratransit System
19

20 **Ex-Officio Members Absent:**

21 None
22

23 **Non-Voting Members Present:**

24 Barbara Maley Federal Highway Administration (FHWA)
25

26 **Non-Voting Members Absent:**

27 Lynn Hayes FTA – Region 6 – Fort Worth
28 Nick Page TxDOT TPP Division
29

30 **Technical Advisory Committee Members Present:**

31 None
32

33 **Staff Present:**

34 Clay Barnett, P.E. Sherman-Denison MPO
35

36 **Guests Present:**

37 Paula Shaw Grayson County
38 Ike Bertels Kimley-Horn
39

40 **I. Call to Order**

41
42 Chairman Magers called the meeting to order at 8:00 a.m.
43

44 **II. Acknowledgment of Quorum by Chair**

45
46 Chairman Magers declared a quorum of the Policy Board present.

1 **III. Public Comment Period**

2
3 No Public Comments

4
5 **IV. Consider approval of the minutes of the MPO Policy Board meeting of June 23,**
6 **2021**

7
8 Motion to approve the minutes of the June 23, 2021 meeting was made by Mayor Gott, seconded
9 by Mayor Atchison. Motion carried.

10
11 **V. PUBLIC HEARING: Review and Approval of a Draft Amendment to the 2022-2023**
12 **Unified Planning Work Program (UPWP)**

13
14 Mr. Barnett stated the Unified Planning Work Program (UPWP) is the two-year budget for the
15 MPO. This amendment is to add the grant funds received from the State for the Intelligent
16 Transportation Systems ITS study.

17
18 Approval of the amendment to the 2022-2023 UPWP was recommended by the Technical
19 Advisory Committee at the September 15, 2021 Technical Advisory Committee Meeting.

20
21 No Public Comments

22
23 Motion to approve the Draft Amendment to the 2022-2023 Unified Planning Work Program
24 (UPWP) as presented was made by Mayor Gott, seconded by Mayor Plyler. Motion carried.

25
26 **VI. Review and Approve of a Resolution Adopting Project Selection Criteria for Use in**
27 **Selecting Projects Submitted for Funding within the Metropolitan Planning Area**

28
29 Mr. Barnett stated this is the result of the Project Improvement Project done within the last year.
30 Mr. Barnett and the consultant development the criteria for the Project Selection Chart
31 (Appendix A) attached to and incorporated herein. Chairman Magers stated the goal is to utilize
32 and align the objectives, priorities, performance targets in Decision Lens since TxDOT has
33 encouraged MPO's to utilize the software. Mr. Barnett stated the Technical Advisory Committee
34 recommended approval of the resolution adopting the Project Selection Criteria developed by the
35 MPO and the consultant on September 15, 2021.

36
37 Motion to approve the Resolution Adopting Project Selection Criteria for Use in Selecting
38 Projects Submitted for Funding within the Metropolitan Planning Area was made by Mayor
39 Atchison, seconded by Mayor Gott. Motion carried.

40
41 **VII. PUBLIC HEARING: Review and Take Possible Action on a Resolution Adopting an**
42 **Amendment to the MPO Bylaws**

43
44 Chairman Magers stated in the 1980's the Metropolitan Planning Organization was named,
45 "Sherman-Denison Metropolitan Planning Organization" because Sherman and Denison was
46 sixty percent of Grayson County's population. He said the change from "Sherman-Denison

1 MPO” to “Grayson County MPO” is to accurately reflect the boundaries of the MPO. The name
2 “Grayson County MPO” implies that [we] represent a population of 135,542 verses “Sherman-
3 Denison MPO” that only represents 68,124. The name represents Grayson County as a whole
4 and will not warrant a name change in the future as the County continues to grow.
5

6 No Public Comments
7

8 Motion to change the Bylaws to change the name from Sherman-Denison MPO to Grayson
9 County MPO was made by Chairman Magers, seconded by Mayor Atchison. Motion carried.
10

11 **VIII. Announcements**
12

13 Mr. Barnett stated there will be a Technical Advisory Committee meeting on November 17, 2021
14 and a Policy Board meeting on December 1, 2021.
15

16 Chairman Magers made a comment about possible funding from TxDOT for Freight. Mr.
17 Paramanatham stated Grayson County did not qualify for funding.
18

19 Mr. Paramanatham also stated he received a phone call from the James Grimsley, District 2
20 Commissioner for Oklahoma Transportation. Mr. Grimsley’s main concern was converting US
21 75 to Interstate 45. Mr. Paramanatham stated the southern cities do not appear interested at this
22 time and Mr. Grimsley is going to talk to the other Commissioner’s about funding. Mr. Barnett
23 made a point that US 75 has more freight than the adjacent interstate and has more total vehicles
24 than the two adjacent interstates.
25

26 **X. Adjournment**
27

28 Having no further business to discuss, Chairman Magers adjourned the meeting at 8:32 a.m.
29
30

31 _____
32 Bill Magers, Chairman, SDMPO Policy Board

GRAYSON COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO)
POLICY BOARD (PB)
AGENDA ITEM V
ACTION ITEM

December 1, 2021

Review of a Transit Asset Management (TAM) Plan for the Texoma Area Paratransit System (TAPS) and Approval of a Resolution Adopting the TAM Plan

BACKGROUND:

The Federal Transit Administration (FTA) published a Final Rule on July 26, 2016 that became effective October 1, 2016, that defined “state of good repair (SGR)” and established minimum Federal requirements for transit asset management that applies to all recipients and sub-recipients of Chapter 53 funds that own, operate, or manage public transportation capital assets. This final rule also established SGR standards and four SGR performance measures. In addition, transit providers were required to set performance targets for their capital assets based on the SGR measures and report their targets, as well as information related to the condition of their capital assets, to the National Transit Database.

Transit providers were required to set targets by January 1, 2017 (90 days after October 1, 2016 – effective date of final rule). Metropolitan Planning Organizations were required to adopt the targets by June 30, 2017 (180 days after January 1, 2017) for the Metropolitan Area. We are in the fifth year of this program.

Texoma Area Paratransit System (TAPS) has forwarded their TAM Plan for consideration by the Policy Board.

Adopting the TAM Plan was recommended for approval by the Technical Advisory Committee on November 17, 2021.

ACTION REQUESTED:

Approve the Resolution Adopting the Transit Asset Management (TAM) Plan for the Sherman-Denison Metropolitan Area

ATTACHMENTS: *click underlined items for attachment*

- [Resolution 2021-08](#)

RESOLUTION NO. 2021-08

A RESOLUTION OF THE POLICY BOARD OF THE GRAYSON COUNTY METROPOLITAN PLANNING ORGANIZATION, APPROVING THE TRANSIT ASSET MANAGEMENT (TAM) PLAN BY THE TEXOMA AREA PARATRANSIT SYSTEM (TAPS), AND CONCURRING IN PERFORMANCE TARGETS APPLICABLE THERETO

WHEREAS, the Grayson County Metropolitan Planning Organization, which is the metropolitan planning organization (MPO) for the Sherman-Denison Metropolitan Area, has the responsibility under the provisions of Fixing America’s Surface Transportation (FAST) Act for developing and carrying out a continuing, cooperative and comprehensive transportation planning process for the Metropolitan Area; and

WHEREAS, pursuant to the Fixing America’s Surface Transportation (FAST) Act, the Federal Transit Administration (FTA) has promulgated rules to establish a system to monitor and manage public transportation assets through a Transit Asset Management (TAM) Plan; and

WHEREAS, pursuant to its responsibilities as the Metropolitan Planning Organization (MPO) for the region and must agree with such TAM plan, concur in the performance targets, and accept such targets as being applicable to the Texoma Area Paratransit System (TAPS) in the Sherman-Denison Metropolitan Area.

NOW, THEREFORE, BE IT RESOLVED BY THE POLICY BOARD OF THE GRAYSON COUNTY METROPOLITAN PLANNING ORGANIZATION, concurs in adoption of performance targets resulting from said TAM Plan in accordance with Exhibit “A” attached hereto and incorporated herein, and accepts such targets as being applicable to public transit providers in the Sherman-Denison Metropolitan Area.

ADOPTED in Regular Session on this the 1st day of December, 2021.

GRAYSON COUNTY MPO

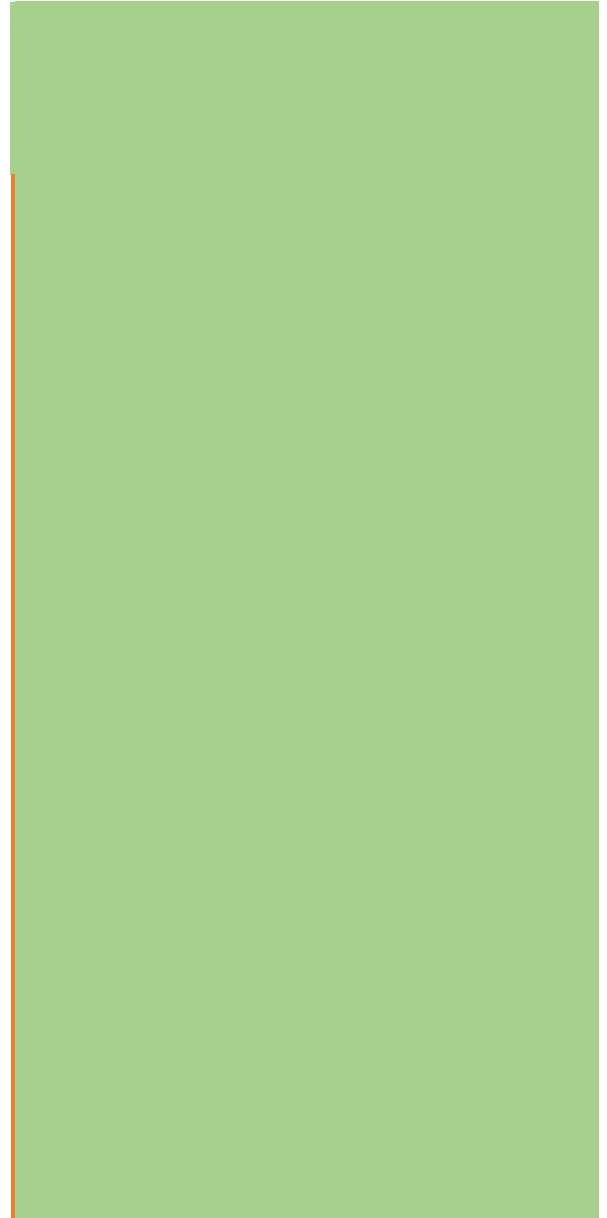
BY: _____
BILL MAGERS, CHAIRMAN

I hereby certify that this resolution was adopted by the Policy Board of the Grayson County Metropolitan Planning Organization in regular session on December 1, 2021.

BY: _____
CLAY BARNETT, P.E., EXECUTIVE DIRECTOR



2022 TRANSIT ASSET MANAGEMENT PLAN



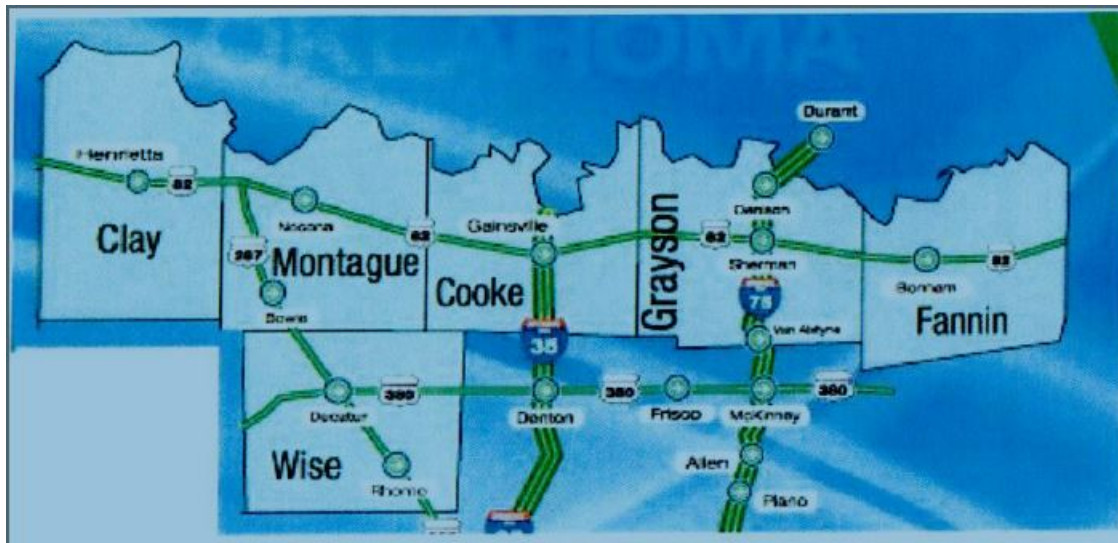
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Section 1 - Introduction

Overview

Texoma Area Paratransit System (TAPS) provides demand responsive public transportation in rural Clay, Cooke, Fannin, Grayson, Montague and Wise counties located in North Central Texas. TAPS also provides demand responsive service for the Sherman/Denison Urbanized Area (see Figure 1). Service hours are Monday-Friday 6 am to 6 pm and are open to the public. Service is not exclusive of any population. The fleet is made up of small MV-1 vehicles and 26 foot Cutaway paratransit type vehicles. All vehicles are ADA accessible. The agency has Facilities to maintain the fleet of vehicles as well as equipment to clean and maintain the vehicles.

Figure 1: TAPS Service Area



The purpose of this TAM Plan is to document the condition of the various assets and prepare for replacement based on each asset type's useful life. The TAM Plan also provides a framework for effective decision-making with respect to the capital assets. TAPS TAM Plan is comprised of tables derived from the FTA's TAM Guide for Small Providers Worksheet.

About the TAM Plan

As part of MAP-21 and the subsequent Fixing America's Surface Transportation (FAST) ACT, the FTA enacted regulations for transit asset management that require transit service providers to establish asset management performance measures and targets, and to develop a TAM Plan. The final TAM rule was published on July 26, 2016 and went into effect on October 1, 2016.

The rule distinguishes requirements between larger and smaller transit agencies. TAPS is a Tier II provider, which the FTA describes as:

A Federal grant recipient that owns, operates, or manages: 1) one hundred (100) or fewer vehicles in fixed-route revenue service during peak regular service across all non-rail fixed route modes or in any one non-fixed route mode, or has one hundred (100) or fewer vehicles in general demand response service during peak regular service hours; 2) a subrecipient under the Section 5311 Rural Area Formula Program; or 3) any American Indian tribe.

The TAM Rule requires that transit agencies establish state of good repair (SGR) performance measures and targets for each asset class. TAPS reports on the following asset performance measures and categories:

- Rolling Stock (Revenue Vehicles): Percent of vehicles that have either met or exceeded their Useful Life Benchmark (ULB).
- Equipment (Equipment and Service Vehicles): Percent of equipment that have either met or exceeded their ULB.
- Facilities: Percent of Facilities rated below condition 3 on the FTA TERM scale.

The Useful Life Benchmark (ULB) is defined as the expected lifecycle of a capital asset for a particular transit provider's operating environment, or the acceptable period of use in service for a particular transit provider's operating environment. The ULB takes into account a provider's unique operating environment such as geography, service frequency, and other factors. TAPS uses the service life for rolling stock as suggested in the Altoona Report for each individual vehicle; the IRS life of 5 years for Non Revenue Service Vehicles; and the IRS life of 3 years for automobiles.

This TAM Plan covers 12 transit operators in North Texas. The Plan follows the structure provided in the FTA TAM Plan Template for Small Providers¹, which includes the following elements:

- Define TAM and SGR policy, TAM goals, and performance targets and measures
- Capital asset inventory summary
- Capital asset condition assessment summary
- Investment prioritization and decision support tool description
- Maintenance, overhaul, disposal, and acquisition and renewal strategies
- Proposed investment and capital investment activity schedules.

This plan covers a timeframe through the end of FY 22 and can be easily added to include more long term goals. This plan includes expected useful life timelines for equipment, includes steps that are performed to maintain equipment for state of good repair and allows the agency a document to fall back on to monitor progress.

Performance Targets & Measures

The goal of this plan is to assist in maintaining assets to ensure that the agency obtains the maximum amount of use for an asset without sacrificing safety to the public. This assists the agency in planning for replacement of assets. The agency also can assess progress toward goals and objects.

Asset Category	Performance Measure	Target
Rolling Stock <i>All revenue vehicles</i>	Age - % of revenue vehicles within a particular asset class that have met or exceeded their Useful Life Benchmark (ULB)	20%
Equipment <i>Non-revenue vehicles</i>	Age - % of vehicles that have met or exceeded their Useful Life Benchmark (ULB)	20%
Facilities <i>All buildings or structures</i>	Condition - % of facilities with a condition rating below 3.0 on the FTA Transit Economic Requirements Model (TERM) Scale	0.01%

Transit Asset Management: Vision

The goal of this plan is to assist in maintaining assets to ensure that the agency obtains the maximum amount of use for an asset without sacrificing safety to the public. This assists the agency in planning for replacement of assets. The agency also can assess progress toward goals and objects.

Beyond compliance with legislation, regulations, and statutory requirements, TAPS aims to improve asset management awareness, and ensure staff have the knowledge and skills necessary to successfully carry out their roles.

TAM and SGR Policy

TAPS will establish and maintain investment strategies in order to ensure its capital assets are kept in a state of good repair. State of good repair is defined as the condition in which a capital asset is able to operate at a full level of performance throughout its useful life.

To do this, TAPS will:

- Maintain an inventory of all capital assets, including vehicles, facilities, equipment and infrastructure;

- Consistently monitor the condition and measure the performance of assets over time and report performance of assets each year to the Nation Transit Database;
- Project the future performance of assets consistent with FTA guidelines;
- Establish and adhere to plans for maintenance, risk management, disposal, acquisition, and renewal of capital assets;
- Document policies, procedures, investment priorities, and other elements of TAPS' asset management program in a Transit Asset Management Plan, which will be updated annually

TAM Goals and Objectives

Following the TAM Vision and SGR Policy, the table below provides a list of goals and objectives that this TAM Plan is designed to achieve. Measuring each of these objectives will allow TAPS to track progress towards its goals, policies and vision for Transit Asset Management.

Goals	Objectives
Increase customer satisfaction score by 20 percent in fiscal year.	Respond to customer feedback from past survey by mid-fiscal year.
	Respond to customer complaints (through 511) within one week of complaint.
Fleet Replacement	Follow through with Fleet Replacement Plan target set for end FY 22
	Continue to monitor fleet maintenance activity to ensure timely and cost effective delivery of maintenance activities.
Assess TAM	Assess this plan annually to ensure state of good repair.
	This plan will be assessed in the beginning of each FY following the closeout inventory of each FY.

Roles and Responsibilities

Implementing the TAM Plan requires the shared work and responsibility of many people within the agency. These specific people are listed below. The responsibilities include implementing, monitoring and updating this TAM Plan. TAPS must designate an Accountable Executive to ensure appropriate resources for implementing the agency's TAM plan and the Transit Agency Safety Plan. TAPS' Accountable Executive shall be the General Manager. The General Manager,

is a single, identifiable person who has ultimate responsibility for carrying out the safety management system of a public transportation agency; responsibility for carrying out transit asset management practices; and control or direction over the human and capital resources needed to develop and maintain both the agency's public transportation agency safety plan, in accordance with 49 U.S.C. 5329(d), and the agency's transit asset management plan in accordance with 49 U.S.C. 5326.

Department/Individual	Role (Title and/or Description)	
Shellie White	General Manager, Accountable Executive, reports to Board and Oversees all aspects of TAPS	TAPS
Melissa Frank	Finance Assistant, support in financial planning and annual inventory	TAPS
Joe Penson	Maintenance Manager, maintaining fleet, equipment and property	TAPS

Section 2 - Asset Portfolio

Asset Inventory Listing

The table below presents a summary of the asset inventory. This plan includes a total of 36 vehicles with an average age of 4.5 years. The equipment inventory includes 7 support vehicles and maintenance equipment. Also included is a maintenance facility, wash bay and land. Please see inventory table for the complete asset inventory listing.

Asset Category	Total Number	Avg Age	Avg Value
Equipment	15	5.62	\$17,448.00
Facilities	3	16.6667	\$145,000.00
Rolling Stock	36	2.74	\$78,042.00

Inventory Table

Asset Category	Asset Class	Asset #	Make	Model	ID/Serial No.	Asset Owner	Age (Yrs)	Purchase Price
Rolling Stock	Vehicle	206	FORD	Glaval Concorde II	3FRNF6FLXBV433864	TAPS/TX DOT	10	\$80,000.00
Rolling Stock	Vehicle	207	FORD	Glaval Concorde II	3FRNF6FL8BV433863	TAPS/TX DOT	10	\$80,000.00
Rolling Stock	Vehicle	218	Ford	Universal	1FDXE4FS4BDA97212	TAPS/TX DOT	10	\$80,000.00
Rolling Stock	Vehicle	246	VPG	MV-1	523MF1A67CM101309	TAPS/TX DOT	8	\$45,000.00
Rolling Stock	Vehicle	259	Glaval	Titan II LF	1GB6G5BG7C1185132	TAPS/TX DOT	8	\$80,000.00
Rolling Stock	Vehicle	320	Glaval	Universal	1FDXE4FS5FDA07202	TAPS/TX DOT	6	\$80,000.00
Rolling Stock	Vehicle	323	Glaval	Universal	1FDXE4FS2FDA07206	TAPS/TX DOT	6	\$80,000.00
Rolling Stock	Vehicle	324	Glaval	Universal	1FDXE4FS0FDA07205	TAPS/TX DOT	6	\$80,000.00
Rolling Stock	Vehicle	325	Glaval	Universal	1FDXE4FS7FDA07203	TAPS/TX DOT	6	\$80,000.00
Rolling Stock	Vehicle	327	Glaval	Universal	1FDXE4FS9FDA07204	TAPS/TX DOT	6	\$80,000.00
Rolling Stock	Vehicle	328	Glaval	Universal	1FDXE4FS3FDA07201	TAPS/TX DOT	6	\$80,000.00
Rolling Stock	Vehicle	341	Glaval	Universal	1FDXE4FS8JDC36336	TAPS/TX DOT	3	\$80,000.00
Rolling Stock	Vehicle	342	Glaval	Universal	1FDXE4FS3JDC36325	TAPS/TX DOT	2	\$80,000.00
Rolling Stock	Vehicle	343	Glaval	Commute	1FDES8PM1JKB25758	TAPS/TX DOT	3	\$70,000.00
Rolling Stock	Vehicle	344	Glaval	Commute	1FDES8PM6JKB25755	TAPS/TX DOT	3	\$70,000.00
Rolling Stock	Vehicle	345	Glaval	Commute	1FDES8PMXJKB25757	TAPS/TX DOT	3	\$70,000.00
Rolling Stock	Vehicle	346	Glaval	Commute	1FDES8PM7JKB23318	TAPS/TX DOT	3	\$70,000.00
Rolling Stock	Vehicle	347	Glaval	Commute	1FDES8PM9JKB23319	TAPS/TX DOT	3	\$70,000.00
Rolling Stock	Vehicle	348	Glaval	Commute	1FDES8PM5JKB23317	TAPS/TX DOT	3	\$70,000.00
Rolling Stock	Vehicle	349	Glaval	Commute	1FDES8PM8JKB36451	TAPS/TX DOT	3	\$70,000.00
Rolling Stock	Vehicle	350	Glaval	Commute	1FDES8PM8JKB25756	TAPS/TX DOT	2	\$70,000.00

Rolling Stock	Vehicle	351	Glaval	Cutaway	1FDXE4FS2KDC5 5630	TAPS/TX DOT	1	\$70,000.00
Rolling Stock	Vehicle	352	Lone Star	Promaster	3C6TRVAG0KE53 9022	TAPS/TX DOT	1	\$75,000.00
Rolling Stock	Vehicle	353	Lone Star	Promaster	3C6TRVAG9KE53 9021	TAPS/TX DOT	1	\$75,000.00
Rolling Stock	Vehicle	354	Ford	Glaval	1FDES6PG6LKB1 8595	TAPS/TX DOT	0	\$75,000.00
Rolling Stock	Vehicle	355	Ford	Glaval	1FDES6PG6LKB1 8600	TAPS/TX DOT	0	\$75,000.00
Rolling Stock	Vehicle	356	Ford	Glaval	1FDES6PG0LKB3 1830	TAPS/TX DOT	0	\$75,000.00
Rolling Stock	Vehicle	357	Ford	Glaval	1FDES6PG0LKB1 8592	TAPS/TX DOT	0	\$75,000.00
Rolling Stock	Vehicle	358	Ford	Glaval	1FDES6PG6LKB3 1833	TAPS/TX DOT	0	\$75,000.00
Rolling Stock	Vehicle	359	Ford	Glaval	1FDES6PG0LKB1 8611	TAPS/TX DOT	0	\$75,000.00
Rolling Stock	Vehicle	360	Ford	Glaval	1FDES6PG4LKB1 8613	TAPS/TX DOT	0	\$75,000.00
Rolling Stock	Vehicle	361	Ford	Glaval	1FDES6PG9LKB1 8591	TAPS/TX DOT	0	\$75,000.00
Rolling Stock	Vehicle	362	Ford	Glaval	1FDXE4FN8NDC1 3137	TAPS/TX DOT	0	\$78,000.00
Rolling Stock	Vehicle	363	Ford	Glaval	1FDXE4FN8NDC1 3140	TAPS/TX DOT	0	\$78,000.00
Rolling Stock	Vehicle	364	Ford	Glaval	1FDXE4FN1NDC1 3139	TAPS/TX DOT	0	\$78,000.00
Rolling Stock	Vehicle	365	Ford	Glaval	1FDXE4FNXNDC 13138	TAPS/TX DOT	0	\$78,000.00
Equipment	Vehicle	S3	Ford	F-150	1FTFX1CF0FA276 52	TAPS/TX DOT	7	\$30,000.00
Equipment	Vehicle	S4	Chevy	350	1GC4CVCG7KF17 1780	TAPS/TX DOT	4	\$48,000.00
Equipment	Vehicle	S5	Ford	350	1FDRF3G62LEE2 7054	TAPS/TX DOT	1	\$44,000.00
Equipment	Vehicle	C1	Chevy	Equinox	2GNALDEK3E612 1494	TAPS/TX DOT	7	\$32,000.00

Equipment	Vehicle	C2	Chevy	Impala	1G1125S39EU143136	TAPS/TX DOT	7	\$34,000.00
Equipment	Vehicle	C4	Chevy	Equinox	3GNAXKEV7LL311990	TAPS/TX DOT	0	\$25,000.00
Equipment	Vehicle Lift	14225	Rotary	SP015N310	CQK14I0025	TAPS/FTA	6	\$11,000.00
Equipment	Vehicle Lift	14224	Rotary	SP012N7T0	DAU14I0090	TAPS/FTA	6	\$11,000.00
Equipment	Alignment Rack	14223	Hunter	L441	JYB1634	TAPS/FTA	6	\$73,000.00
Equipment	Hydraulic Lift System	14283	Koni	ST-1082FSF US	211H-601201	TAPS/FTA	7	\$30,000.00
Equipment	Fall Protection System					TAPS/FTA	2	\$15,535.00
Equipment	Tire Changing Machine					TAPS/FTA	0	\$20,000.00
Equipment	Trans fluid Machine					TAPS/FTA	0	\$6,700.00
Equipment	Decontamination System					TAPS/FTA	0	\$17,000.00
Facilities	Maintenance Facility	Maintenance Facility	Building	Custom	6104 Texoma Pkwy Sherman, TX	TAPS	14	\$200,000.00
Facilities	Wash Bay	Wash Bay	Building	Custom	6104 Texoma Pkwy Sherman, TX	TAPS	10	\$85,000.00
Facilities	Land	Land	Land	N/A	6104 Texoma Pkwy Sherman, TX	TAPS	26	\$150,000.00

Section 3 - Condition Assessment

Asset Condition Summary

Fourteen percent of rolling stock is currently at or past its ULB. All other assets are within their useful life benchmarks. A detailed list is presented below.

Asset Category	Count	Avg Age	Avg Mileage	Avg TERM Condition	Avg Value	% At or Past ULB
Equipment	15	5.62		N/A	\$17,448.00	1.00%
Facilities	3	15.6667		4.333333333	\$145,000.00	0.00%
Rolling Stock	36	2.74		N/A	\$78,042.00	14.00%

Rolling Stock Condition Table

Asset Category	Asset Class	Asset Name	ID/Serial No.	Age (Yrs)	Replacement Cost/Value	Useful Life Benchmark (Yrs)	Past Useful Life Benchmark
Rolling Stock	Vehicle	206	3FRNF6FLXBV433864	10	\$80,000.00	7	Yes
Rolling Stock	Vehicle	207	3FRNF6FL8BV433863	10	\$80,000.00	7	Yes
Rolling Stock	Vehicle	218	1FDXE4FS4BDA97212	10	\$80,000.00	5	Yes
Rolling Stock	Vehicle	246	523MF1A67CM101309	8	\$45,000.00	4	Yes
Rolling Stock	Vehicle	259	1GB6G5BG7C1185132	8	\$80,000.00	5	Yes
Rolling Stock	Vehicle	320	1FDXE4FS5FDA07202	6	\$80,000.00	5	Yes
Rolling Stock	Vehicle	323	1FDXE4FS2FDA07206	6	\$80,000.00	5	Yes
Rolling Stock	Vehicle	324	1FDXE4FS0FDA07205	6	\$80,000.00	5	Yes
Rolling Stock	Vehicle	325	1FDXE4FS7FDA07203	6	\$80,000.00	5	Yes
Rolling Stock	Vehicle	327	1FDXE4FS9FDA07204	6	\$80,000.00	5	Yes
Rolling Stock	Vehicle	328	1FDXE4FS3FDA07201	6	\$80,000.00	5	Yes
Rolling Stock	Vehicle	341	1FDXE4FS8JDC36336	3	\$80,000.00	7	No

Rolling Stock	Vehicle	342	1FDXE4FS3JDC36325	2	\$80,000.00	7	No
Rolling Stock	Vehicle	343	1FDES8PM1JKB25758	3	\$70,000.00	5	No
Rolling Stock	Vehicle	344	1FDES8PM6JKB25755	3	\$70,000.00	5	No
Rolling Stock	Vehicle	345	1FDES8PMXJKB25757	3	\$70,000.00	5	No
Rolling Stock	Vehicle	346	1FDES8PM7JKB23318	3	\$70,000.00	5	No
Rolling Stock	Vehicle	347	1FDES8PM9JKB23319	3	\$70,000.00	5	No
Rolling Stock	Vehicle	348	1FDES8PM5JKB23317	3	\$70,000.00	5	No
Rolling Stock	Vehicle	349	1FDES8PM8JKB36451	3	\$70,000.00	5	No
Rolling Stock	Vehicle	350	1FDES8PM8JKB25756	2	\$70,000.00	5	No
Rolling Stock	Vehicle	351	1FDXE4FS2KDC55630	1	\$70,000.00	5	No
Rolling Stock	Vehicle	352	3C6TRVAG0KE539022	1	\$75,000.00	5	No
Rolling Stock	Vehicle	353	3C6TRVAG9KE539021	1	\$75,000.00	5	No
Rolling Stock	Vehicle	354	1FDES6PG6LKB18595	0	\$75,000.00	7	No
Rolling Stock	Vehicle	355	1FDES6PG6LKB18600	0	\$75,000.00	7	No
Rolling Stock	Vehicle	356	1FDES6PG0LKB31830	0	\$75,000.00	7	No
Rolling Stock	Vehicle	357	1FDES6PG0LKB18592	0	\$75,000.00	7	No

Rolling Stock	Vehicle	358	1FDES6PG6LKB31833	0	\$75,000.00	7	No
Rolling Stock	Vehicle	359	1FDES6PG0LKB18611	0	\$75,000.00	7	No
Rolling Stock	Vehicle	360	1FDES6PG4LKB18613	0	\$75,000.00	7	No
Rolling Stock	Vehicle	361	1FDES6PG9LKB18591	0	\$75,000.00	7	No
Rolling Stock	Vehicle	362	1FDXE4FN8NDC13137	0	\$78,000.00	7	No
Rolling Stock	Vehicle	363	1FDXE4FN8NDC13140	0	\$78,000.00	7	No
Rolling Stock	Vehicle	364	1FDXE4FN1NDC13139	0	\$78,000.00	7	No
Rolling Stock	Vehicle	365	1FDXE4FNXNDC13138	0	\$78,000.00	7	No

Facilities Condition Table

Asset Category	Asset Class	Asset Name	ID/Serial No.	Age (Yrs)	Replacement Cost/Value	Useful Life Benchmark (Yrs)	Past Useful Life Benchmark
Facilities	Maintenance Facility	Maintenance Facility	6104 Texoma Pkwy Sherman, TX	14	\$200,000.00	50	No
Facilities	Wash Bay	Wash Bay	6104 Texoma Pkwy Sherman, TX	10	\$85,000.00	25	No
Facilities	Land	Land	6104 Texoma Pkwy Sherman, TX	26	\$150,000.00	99	No

Equipment Condition Table

Asset Category	Asset Class	Asset Name	ID/Serial No.	Age (Yrs)	Replacement Cost/Value	Useful Life Benchmark (Yrs)	Past Useful Life Benchmark
Equipment	Vehicle	S3	1FTFX1CF0FA27652	6	\$30,000.00	5	Yes
Equipment	Vehicle	S4	1GC4CVCG7KF171780	3	\$48,000.00	5	No
Equipment	Vehicle	S5	1FDRF3G62LEE27054	1	\$44,000.00	5	No
Equipment	Vehicle	C1	2GNALDEK3E6121494	7	\$32,000.00	5	Yes
Equipment	Vehicle	C2	1G1125S39EU143136	6	\$34,000.00	5	Yes
Equipment	Vehicle	C4	3GNAXKEV7LL311990	0	\$25,000.00	5	No
Equipment	Vehicle Lift	14225	CQK14I0025	6	\$11,000.00	8	No
Equipment	Vehicle Lift	14224	DAU14I0090	6	\$11,000.00	8	No
Equipment	Alignment Rack	14223	JYB1634	6	\$73,000.00	8	No
Equipment	Hydraulic Lift System	14283	211H-601201	7	\$30,000.00	8	No
Equipment	Tire Changing Machine			0	\$20,000.00	8	No
Equipment	Trans Fluid Machine			0	\$6,700.00	5	No
Equipment	Decontamination System			0	\$17,000.00	5	No

Section 4 - Management Approach

Decision Support

TAPS performs annual inventory of assets and keeps excel spreadsheets to track use and condition. For this TAM plan, the FTA-developed excel template for TAM Plans for Small Providers was used to guide parts of the analysis.

Process/Tool	Brief Description
Annual inventory	Annual inventory allows staff to determine annual use and condition of assets. Staff can then compare annual usage to ensure that the fleet replacement plan is in line with projections.
Revenue Vehicle Fluid sampling analysis	This is critical in identifying issues as a vehicle ages and can also reinforce the need to replace a vehicle based on results over time.
Regular inspection of Facilities and Equipment	This allows staff to monitor items over time to ensure that mission critical components/assets are maintained. It also allows staff in early detection of those assets that may need to be replaced so that the agency can plan accordingly.

Investment Prioritization

Investment prioritization is made based on funding available. The agency seeks to set short term, mid-term and long range goals to ensure that assets are maintained in a state of good repair. The agency's short term goal is to continue down-sizing the fleet to be in line with current service levels. The agency does not foresee major growth or expansion. Based on funding available, the agency perceives that sufficient funding exists to replace fleet as it ages out through the end of FY 22.

Risk Management

Risk	Mitigation Strategy
Major Vehicle Breakdowns	Maintain increased vigilance focused on identifying issues in the PM process in order to prevent major damage from occurring (i.e. early detection).
Loss or interruption of federal funds	Increase the amount of local funding/revenues to decrease dependence upon federal stream(s).

Maintenance Strategy

Asset Category/Class	Maintenance Activity	Frequency	Avg Duration (Hrs)	Cost
CUT-AWAY BUS	PM-A includes oil sample analysis	5,000 Miles	1.5 Hours	\$100
CUT-AWAY BUS	PM-B includes oil sample analysis	10,000 Miles	2 Hours	\$160

CUT-AWAY BUS	PM-C includes oil sample analysis	30,000 Miles	4 Hours	\$370
MV-1	PM-A includes oil sample analysis	5,000 Miles	1.5 Hours	\$100
MV-1	PM-B includes oil sample analysis	10,000 Miles	2 Hours	\$160
MV-1	PM-C includes oil sample analysis	30,000 Miles	4 Hours	\$370
Facility	Routine Inspections conducted	Daily, Weekly, Monthly	1 -2 Hours	Included in Salaries

In order to mitigate unplanned maintenance needs, oil sample analyses are conducted to ensure early detection of major component breakdown. This causes a reduced cost to correct these unexpected maintenance needs. The agency is also working on creating a fund to use in such cases that would not adversely affect the agency's ability to cash flow such repairs.

Overhaul Strategy

Asset Category/Class	Overhaul Strategy
CUT-AWAY BUS	Major overhaul - rebuild of bus engine, drivetrain as needed based on performances and items detected from regular PM service. Fluid analysis is performed periodically to assist in early detection of major component problems.
MV-1	Major overhaul - rebuild of bus engine, drivetrain as needed based on performances and items detected from regular PM service. Fluid analysis is performed periodically to assist in early detection of major component problems.

Disposal Strategy

Revenue vehicles at the end of their useful life are disposed of via public auction or salvage.

Acquisition and Renewal Strategy

Asset Category/Class	Acquisition and Renewal Strategy
Revenue Vehicles	Assets are inventoried annually and condition assessed. Agency has a fleet replacement based on projected asset usage.
Support Vehicles	Assets are inventoried annually and condition assessed. Agency has a fleet replacement based on projected asset usage.

Facilities	Facilities are inspected monthly, weekly, and quarterly to identify areas that are in need of maintenance. This assists agency in early detection of major issues to ensure the agency can have time to locate funding source in event a major unforeseen issue arises.
Equipment	Equipment is inspected regularly and maintained to ensure safe and lasting use of equipment. Equipment is only used properly and for its intended purpose.

Section 5 - Work Plans & Schedules

Proposed Investments

Project Year	Project Name	Asset/Asset Class	Cost	Priority
FY 2022	Maintenance Facility Pavement Project	Facility	\$200,000.00	Medium
FY 2022	Maintenance Covered Parking	Facility	\$275,000.00	Medium

Capital Investment Activity Schedules

TAPS has replaced the pavement in the front of the maintenance facility and installed covered parking. This FY the pavement in the back of the building will be replaced and covered parking installed.

GRAYSON COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO)
POLICY BOARD (PB)
AGENDA ITEM VII
ACTION ITEM

December 1, 2021

Authorize Execution of an Agreement for Professional Services with Kimley-Horn and Associates, Inc. for the Grayson County Safety and Operations Strategic Plan

BACKGROUND:

The purpose of the Grayson County Safety and Operations Strategic Plan is to identify and prioritize potential improvements to the transportation system that can:

- Increase safety;
- Reduce congestion;
- Improve travel time reliability; and
- Support increased reliance on renewable energy for transportation in the region.

An RFP for the Grayson County Safety and Operations Strategic Plan was issued on September 29, 2021 with a closing date of November 2, 2021 when we received four (4) proposals. The Technical Advisory Committee (TAC) reviewed the proposals on November 17, 2021 and recommended entering into a contract with Kimley-Horn and Associates, Inc.

ACTION REQUESTED:

Approve Execution of an Agreement for Professional Services with Kimley-Horn and Associates, Inc. for the Grayson County Safety and Operations Strategic Plan

ATTACHMENTS: *click underlined items for attachment*

- [Agreement for Professional Services with Kimley-Horn and Associates, Inc. for the Grayson County Safety and Operations Strategic Plan](#)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into on December 1, 2020 by and between the GRAYSON COUNTY MPO, hereinafter referred to as the "MPO", and Kimley-Horn and Associates, Inc., a North Carolina corporation, hereinafter referred to as "Company".

WHEREAS, the MPO desires Company to perform certain work and services set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein (the "Scope of Services") (the work and services to be provided by the Company under this Agreement, including all plans, drawings, specifications, designs, reports, records, and other work product, and estimates, set forth in the Scope of Services and otherwise described or referred to herein are referred to in this Agreement as the "Services"); and

WHEREAS, the Company has expressed a willingness and desires to perform the Services as set forth in this Agreement.

NOW, THEREFORE, the Grayson County MPO and Kimley-Horn and Associates, Inc. in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby contract and agree as follows:

ARTICLE I

GENERAL

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for

the MPO in accordance with the terms, conditions and provisions of the Scope of Services, attached hereto as Exhibit "A" and incorporated herein for all purposes, and all of the terms, conditions, and provisions of this Agreement. The MPO may, at any time, stop any Services by the Company upon giving the Company written notice; notice shall be effective on receipt by Company. Company shall be bound to MPO by the terms, conditions and responsibilities toward the MPO for Company's services set forth in this Agreement.

Company shall serve as MPO's representative for the project for which the Services are being provided by Company, providing professional consulting services, consultation and advice with respect thereto. Company's work and services consist of that work and services performed by Company and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants.

Company shall perform all work hereunder in a manner satisfactory and acceptable to MPO in accordance with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Company shall perform all of its services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such services. No less than monthly, Company shall keep MPO informed, orally or in writing (as requested by MPO), as to the status of all services of Company in process. All oral information shall be subsequently confirmed in writing.

Company shall not begin work on any Services described herein or other work until MPO directs Company in writing to proceed.

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall be

conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of its profession currently practicing in the same locality in which the work and Services hereunder are being provided under similar conditions. Company shall re-perform and otherwise remedy any work or Services provided by or for Company not meeting or satisfying this standard of care without additional compensation. Further, Company shall perform all services in accordance with, and Company's work product shall comply with, any applicable law, rule, statute, ordinance, regulation, standard, policy or order of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement or the project for which the Services are being provided by the Company. Company shall be wholly and solely responsible for any work or Services provided by any officer, employee, agent, representative, contractor or subcontractor of Company.

Company represents that it is authorized to perform services in the State of Texas and that any necessary licenses, permits or other authorization to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Company agrees and acknowledges that MPO is entering into this Agreement in reliance on Company's professional abilities with respect to performing the Services set forth herein.

Notwithstanding anything to the contrary in this Agreement, the Company is and shall be construed to be an independent contractor exercising control over its work and services and the manner in which it is performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a fiduciary relationship, a joint venture, a joint enterprise relationship, or to allow the MPO to exercise discretion or control over the professional manner in which the Company performs the work and Services which are the subject matter of this Agreement; provided always however that the work and Services to be provided by Company

shall be provided in a manner consistent with all applicable laws, standards, rules and regulations governing such work and Services. The method and manner in which Company's work and Services hereunder shall be performed shall be determined by Company in its sole discretion. The officers, employees, agents, and representatives of, and the methods, equipment and facilities used by, the Company shall at all times be under the Company's exclusive direction and control.

ARTICLE II

SERVICES

A. The following services, when authorized in writing by a Notice to Proceed, shall be performed by the Company in accordance with the MPO's requirements:

PREPARATION OF ALL PLANS, SPECIFICATIONS, DRAWINGS, DESIGNS, DOCUMENTS, REPORTS, RECORDS, OTHER WORK PRODUCT, AND ESTIMATES NECESSARY FOR THE GRAYSON COUNTY SAFETY AND OPERATIONS STRATEGIC PLAN PROJECT DESCRIBED IN THE SCOPE OF SERVICES ATTACHED HERETO AS EXHIBIT "A".

B. Company shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other work and Services furnished by for, or on behalf of Company under this Agreement. Company shall, without additional compensation, correct or revise any of Company's errors or deficiencies in its work and Services.

C. Neither MPO's review, approval or acceptance of, nor payment for any of the Services required or provided under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement or a release of the responsibility and liability of Company, its owners, officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same, and Company shall be and remain liable to MPO in accordance with applicable law for all damages to MPO caused by Company's negligent performance of or willful misconduct in connection with any of the Services or any other services or work furnished by or on behalf of Company under or in connection with this Agreement, nor shall such review, approval, acceptance, or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by MPO for any defect, error or omission in the same, and shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, associates, agents and consultants for the accuracy or competency of its Services, documents and work, it being understood that MPO at all times is relying on Company's skill and knowledge in preparing and providing the Services.

D. The rights and remedies of MPO and Company under this Agreement are as provided by law.

E. Notwithstanding MPO's review, approval, or acceptance of, or payment for, any plans, drawings, specifications, or any other work product or Services of Company, Company represents that (i) such plans, drawings, specifications, and other work product or Services (and including, without limitation, as the same may be amended or supplemented by Company), shall be sufficient and adequate for the project and fit for the purposes for which they are intended.

ARTICLE III

PAYMENT

A. MPO shall pay Company for all Services authorized in writing and properly performed by Company in accordance with Exhibit A, subject to additions or deletions for changes or extras agreed upon in writing, and subject to the MPO's right to withhold payment pursuant to the terms of this Agreement.

B. Partial payment shall be paid monthly based upon a percentage of work completed. Company shall submit to MPO monthly invoices for its Services under this Agreement. Each invoice shall be accompanied by such documentation as the MPO may require to verify the accuracy of the invoice, including an itemized statement of reimbursable costs incurred (if any), and the sum of all prior payments under this Agreement. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or work by the MPO.

Any provision hereof to the contrary notwithstanding, MPO shall not be obligated to make payment to Company hereunder if:

1. Company is in default of any of its obligations under this Agreement or any other documents in connection with the Services or the project (and payment may be withheld to the extent of any such default);
2. Any part of such payment is attributable to any work or Services of Company which are not performed in accordance with this Agreement;
3. Company has failed to make payment promptly to subcontractors or consultants or other third parties used by Company in connection with Company's Services or other work hereunder for which the MPO has made payment to Company; or

4. If MPO, in its good faith judgment and after consultation with Company, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Company's Services or other work under this Agreement, no additional payments will be due Company hereunder unless and until Company performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by MPO to be sufficient to complete the Company's Services or other work.

C. Upon complete performance of this Agreement by Company and final approval and acceptance of Company's Services by MPO, MPO will make final payment to Company of the balance due under this Agreement within thirty (30) days of the following month after final payment for such Services has been billed by Company.

D. MPO may deduct from any amounts due or to become due to Company any sum or sums owing by Company to MPO pursuant to the terms of this Agreement. In the event of any breach by Company of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against MPO, or the MPO's premises or property, arising out of Company's performance of this Agreement, MPO shall have the right to retain out of any payments due or to become due to Company an amount sufficient to completely protect the MPO from any and all loss, damage or expense there from, until the breach, claim or lien has been satisfactorily remedied or adjusted by the Company.

E. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or other work by the MPO.

ARTICLE IV

TIME FOR PERFORMANCE

A. Company shall perform all Services and any other work as provided for under this Agreement in a proper, efficient and professional manner. Subject to the terms and provisions of this Agreement, both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the Services through completion of the Scope of Services specified in Exhibit "A", attached hereto.

B. In the event Company's performance of this Agreement is delayed or interfered with by acts of the MPO or others, Company may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatsoever, shall be claimed by or made to the Company, unless Company shall have made written request upon MPO for such extension within two business days after the cause for such extension occurred, and unless MPO and Company have agreed in writing upon the allowance of additional time to be made.

ARTICLE V

DOCUMENTS

A. All instruments of service [including all plans, specifications, drawings, reports, information, designs, documents, computations, computer programs, estimates, surveys, other data or work items, etc., in whatever form or format (whether electronic or otherwise) first prepared by or for Company under or in connection with this Agreement] shall be submitted for approval of the MPO.

B. All such instruments of service, together with necessary supporting documents, shall be delivered to MPO, and shall be, belong to, and remain the property of the MPO for the MPO's reuse at any time, and the MPO shall have unlimited rights, for the benefit of MPO, in all instruments of service, including the right to use same on any other work of MPO without additional cost to MPO. The MPO shall have the right to use such instruments of service for the purpose of completing the project for which the instruments of service were prepared or for such other purposes as the MPO may deem appropriate; provided, however, that should the MPO use the same for a purpose not in connection with the project, the MPO does so at its own risk.

C. Subject to subparagraph E. below, Company agrees to and does hereby grant and assign to MPO all intellectual property rights (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Company, after completion of the Services and final payment, agrees to furnish the originals of all such instruments of service to the MPO (or, if this Agreement is terminated or the project for which the Services are being provided is

abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the MPO upon such termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

D. All documents or other instruments of service supplied by or on behalf of Company to MPO as provided herein shall be in Microsoft Word 2003 or compatible with Microsoft Word 2003.

E. Provided, the rights of the MPO as described in this Article shall not apply to: proprietary information, data, findings, recommendations, proposals, methodologies, processes or software that are secured, developed, written or produced by the Company or third parties prior to the execution of this Agreement or were developed concurrently with this Agreement, which shall remain the property of the Company and respective third party; commercially available software; and third party intellectual property which will be used by Company consistent with the terms of the applicable, standard license agreement governing its use. Company and respective third parties shall retain their respective copyright and ownership rights in databases, computer software and other proprietary property owned by Company and third parties and used to prepare the deliverables hereunder. Intellectual property utilized or modified in the performance of services shall remain the property of the respective party. Provided further, nothing contained herein is intended nor shall it be construed to preclude the Company from marketing, developing, using and performing services or products similar to or competitive with the services and products furnished under this Agreement to the extent that such services and products do not include confidential information of the MPO.

ARTICLE VI

TERMINATION

A. MPO may suspend or terminate this Agreement at any time and for any reason (or for no reason), in its sole discretion, by giving 30 days written notice to the Company. In the event of such suspension or termination by MPO, Company shall have no recourse against MPO, except for payment for the Services of Company, in accordance with the terms of this Agreement, reasonably determined by the MPO to have been properly performed hereunder prior to the suspension or termination and for which Company has not been paid. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to MPO.

B. Either MPO or Company may suspend or terminate this Agreement because of a breach of this Agreement by the other party, such suspension or termination to be effective ten (10) days after receipt by the breaching party of a written notice specifying such breach, unless the breaching party corrects such breach or presents a mutually agreeable plan to cure such breach within such time. In the event of such suspension or termination, payment to the Company, in accordance with the terms of this Agreement, will be made on the basis of Services reasonably determined by MPO to be satisfactorily performed prior to the date of suspension or termination. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to MPO.

In the event of such termination, MPO may proceed to complete the Services in any manner deemed proper by MPO, either by the use of its own forces or by resubmitting to others.

In the event of such termination, MPO may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Company.

C. Should the MPO require a modification of this Agreement, and in the event MPO and Company fail to agree upon such modification, either MPO or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such termination, payment to Company shall be made by the MPO in accordance with the terms of this Agreement, for the Services mutually agreed upon by the MPO and the Company to be properly performed by the Company prior to such termination date. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to MPO.

D. In the event of termination of this Agreement for cause or breach of this Agreement, Company shall promptly deliver to MPO all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to MPO.

ARTICLE VII

INSURANCE

A. In connection with this Agreement, Company shall provide and maintain the minimum insurance coverages set forth below:

1. Company shall provide and maintain Workers Compensation at statutory limits, including Employers Liability coverage a minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.

2. Company shall provide and maintain in full force and effect during the time of this Agreement, commercial automobile liability insurance (including, but not limited to, insurance covering the operation of owned, non-owned, and hired automobiles, trucks and other vehicles) protecting Company and MPO as an additional Insured at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

3. Company shall provide Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the Services have been completed. Coverage must be amended to provide for an each project aggregate limit of insurance. Provided, in lieu of providing project specific coverage, Company may provide evidence of excess liability coverage in the amount of \$5,000,000.

4. Company shall also provide and maintain Professional Liability coverage at minimum limits of \$2,000,000.00 covering claims resulting from professional errors and omissions. Such insurance shall be kept in effect for at least four (4) years after the completion of

the Services and this Agreement. If Company fails to maintain the insurance covered during that time, MPO may pay the premiums to keep the insurance in effect and recover the cost from the Company. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and for the four year period thereafter.

B. With reference to the foregoing insurance, Company shall specifically endorse applicable insurance policies as follows:

1. Grayson County MPO shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies with the exception of professional liability shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the Grayson County MPO shall be contained in the Workers Compensation and all liability policies except professional liability insurance.

4. All insurance policies shall be endorsed to the effect that the Grayson County MPO will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

5. All insurance policies, which name the Grayson County MPO as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

7. Company may maintain reasonable and customary deductibles, subject to approval by the Grayson County MPO.

8. Insurance must be purchased from insurers that are financially acceptable to the Grayson County MPO.

C. All insurance, except professional liability insurance, must be written on forms filed with and approved by the Texas Department of Insurance. The professional liability carrier shall be authorized to do business in Texas. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the MPO simultaneously with the execution of this Agreement, and shall contain provisions representing and warranting the following:

1. Set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the Grayson County MPO,

3. Upon request, Company shall furnish the Grayson County MPO with certified copies of all insurance policies.

D. MPO reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by MPO.

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

Company covenants and agrees to FULLY INDEMNIFY AND HOLD HARMLESS the Grayson County MPO and the elected officials, the officers, employees, representatives, and volunteers of the Grayson County MPO, individually or collectively, in both their official and private capacities (the Grayson County MPO, and the elected officials, the officers, employees, representatives, and volunteers of the Grayson County MPO each being a "MPO Person" and collectively the "MPO Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability and suits, of any kind and nature whatsoever, made upon or incurred by any MPO Person, whether directly or indirectly, (collectively, the "Claims"), to the extent that Claims arise out of, result from, or relate to an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Company or the Company's agent, consultant under contract, or another entity over which the Company exercises control (such agent, consultant under contract, or another entity being "Company Persons"). SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OF A MPO PERSON. However when Claims arise out of the co-negligence of a MPO Person and the Company or any Company Persons, Company's liability under this clause shall be reduced by that portion of the total amount of the Claims equal to the MPO Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company's liability for MPO Person's defense costs and attorneys' fees shall be reduced by that portion of

the defense costs and attorneys' fees equal to MPO Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence.

Company shall promptly advise the MPO in writing of any claim or demand against any MPO Person or Company or Company Person related to or arising out of Company's activities under this Agreement. The MPO Persons shall have the right, at the MPO Persons' option and at own expense, to participate in such defense without relieving Company of any of its obligations hereunder. The provisions of any indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement. The indemnities provided pursuant to this paragraph shall be subject to Texas Local Government Code Chapter 271.904.

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

Company agrees that it is an independent contractor and not an agent of the MPO, and that Company is subject, as an employer, to all applicable unemployment compensation statutes, laws, rules, and regulations, so as to relieve MPO of any responsibility or liability from treating Company's employees as employees of MPO for the purpose of keeping records, making reports or payments of unemployment compensation taxes or contributions. WITHOUT LIMITING THE INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN ARTICLE VIII AND ANY OTHER INDEMNITY, AND HOLD HARMLESS PROVISION INCLUDED IN THIS AGREEMENT, COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE GRAYSON COUNTY MPO AND ALL OTHER MPO PERSONS (AS DEFINED IN ARTICLE VIII) FROM AND AGAINST AND REIMBURSE THE SAME FOR

ANY CLAIMS, COSTS, LIENS, HARM, DAMAGES, LOSSES, FEES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, DEMANDS, PENALTIES, FINES, JUDGMENTS, SUITS, EXPENSES OR LIABILITY OF ANY KIND OR NATURE INCURRED UNDER OR RELATED TO SAID STATUTES OR IN CONNECTION WITH EMPLOYEES OF COMPANY.

ARTICLE X

ASSIGNMENT

Company shall not and has no power or authority to sell, assign, transfer, or otherwise convey (by any means, including by operation of law or otherwise), or subcontract, this Agreement or any right, duty, obligation or part thereof, without the prior written consent of MPO. Sale of more than 50% ownership of Company shall be construed as an assignment, transfer, or other conveyance, and any such sale, assignment, transfer, or other conveyance, or subcontract, without the MPO's prior written consent shall be null and void ab initio.

ARTICLE XI

APPLICABLE LAWS; GOVERNING LAW; VENUE

Company shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and codes (including, without limitation, building and related codes), including but not limited to the Americans With Disabilities Act and Chapter 469 of the Texas Government Code (relating to elimination of architectural barriers), relating or applicable to the work and Services to be performed under this Agreement.

This Agreement is performable in Grayson County, State of Texas and shall be governed by the laws of the State of Texas; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. Venue on any suit or matter hereunder shall be exclusively in Grayson County, Texas.

ARTICLE XII

ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or changes in the services will be made by Company without a written agreement with MPO prior to the performance of such services.

ARTICLE XIII

EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon the last of the representatives of the parties to execute this Agreement, as set forth below.

ARTICLE XIV

AGREEMENT AMENDMENTS

This Agreement contains the entire and integrated understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument

executed by duly authorized representatives of the parties, except as may be otherwise provided therein.

ARTICLE XV

GENDER AND NUMBER; HEADINGS

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

ARTICLE XVI

NOTICES AND AUTHORITY

A. The Company agrees to send all notices required under this Agreement to the Executive Director of the Grayson County MPO at 100 W Houston St, Suite G2, Sherman, TX 75090.

B. The MPO agrees to send all notices required under this Agreement to the Company at Thomas Fowler, Kimley-Horn and Associates, Inc., 10814 Jollyville Road, Campus IV, Suite 200, Austin, TX 78759.

C. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received. From time to time either party may designate another address within

the 48 contiguous states of the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

D. The undersigned officers and/or agents of each of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

ARTICLE XVII

MISCELLANEOUS

A. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

B. Rights and Remedies Cumulative; No Waiver; Survival of Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or authority given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

C. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable term or provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable term or provision herein, the parties agree to seek to negotiate the insertion of a term or provision as similar in its terms to such illegal, invalid or unenforceable term or provision as may be possible, with the intent that such added term or provision is legal, valid and enforceable.

D. Release of Information. Company shall not divulge or release any information concerning the project or this Agreement to the public, including any media representative, without MPO's prior written consent unless such release is deemed necessary to comply with applicable laws and regulations.

E. Force Majeure. Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay. If such an event necessitates a change in the time required for performance of any act or services hereunder, subject to the other terms and provisions of this Agreement, the parties shall make an equitable adjustment of the schedule and price; provided, however, that the party obligated to perform shall continue to promptly perform all of

its obligations under this Agreement while the parties are determining the nature and extent of any such adjustments.

F. Authorized Signatories. The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this ____ day of _____ 2021, with an original to each party.

COMPANY: Kimley-Horn and Associates, Inc.

BY: _____

NAME: Brian Boecker
10814 Jollyville Road, Campus IV, Suite 200
Austin, TX 78759

TITLE: Senior Vice President

ATTEST: BY: _____

NAME: Thomas Fowler

TITLE: Vice-President

MPO: GRAYSON COUNTY MPO

BY: _____

NAME: Bill Magers

TITLE: Chairman

ATTEST: BY: _____

NAME: Clay Barnett

TITLE: Executive Director

Exhibit A

EXHIBIT A – SCOPE, SCHEDULE, AND COST

SCOPE OF SERVICES

The Company will complete the following tasks for the Grayson County MPO.

Task 1 – Project Management

The Company will conduct monthly project management activities including project invoicing, project progress reports, and project schedule adherence tracking. The Company will also implement quality control/quality assurance procedures for all tasks to be performed in the scope of services.

The Company will conduct a virtual kick-off meeting with the Grayson County MPO at the beginning of the project. The kick-off meeting will focus include a review of the scope of services, project schedule, upcoming meetings, and review process for all deliverables. Project minutes will be developed after the virtual kick-off meeting.

Deliverables

- Monthly invoices and progress reports
- Virtual project kick-off meeting
- Minutes from project kick-off meeting

Task 2 – Safety Analysis and Recommendations

The Company will identify potential systemic safety countermeasures that can be implemented regionwide, along with specific safety recommendations for priority corridors and intersections that experience above average crash rates. The Company will review data from the Texas Department of Transportation (TxDOT) Crash Records Information System (CRIS) to determine crash hot spots in Grayson County. A map of crashes for the past five (5) years will be developed to assist with identifying crash hot spots. Countermeasures that will be applied will be assessed by calculating the potential reduction in crashes using FHWA's Crash Modification Factor Clearinghouse (<http://www.cmfclearinghouse.org/>) as well as through input and review of the project team.

The Company will develop a set of prioritized recommendations for systemic safety improvements, corridor safety improvements, and specific location safety improvements. The Company will work with the MPO to group recommendations into projects that can be submitted for Highway Safety Improvement Program (HSIP) funding and provide data necessary to support HSIP applications for recommendations. Safety recommendations will be included in the Draft Strategic Plan completed in Task 5.

As part of the development of Task 2, 3 and 4, the Company will interview up to five stakeholder agencies for additional input regarding safety, operations, and electric vehicles. In lieu of interviews and as directed by the MPO, the Company could also conduct a stakeholder workshop with stakeholder agencies to discussion these topics as a group.

Exhibit A

Deliverables

- Map of CRIS data from the past five years
- Recommendations for safety improvements to be included in the Draft Strategic Plan
- Recommendations for HSIP program funding applications
- Stakeholder interviews/stakeholder workshop

Task 3 – Operations-ITS Analysis and Recommendations

The Company will use INRIX congestion data, along with data provided by the MPO, to assess the level of congestion on roads within Grayson County. Safety and other potential operations issues including flooding, icing, and special event traffic will also be considered prior to recommendations for using intelligent transportation system (ITS) technology to address operations issues related to congestion, safety, weather and other events.

The Company will review various ITS technologies including closed circuit television (CCTV) cameras, dynamic message signs (DMS), flood detection and warning systems, road weather information systems, SMART work zone technology, and other ITS devices to assess the state of the practice for technologies when making recommendations for Grayson County.

The Company will use a systems engineering process for technology deployment when making recommendation and consider operations, life cycle costs, and the impact of changes to communication, and other standards. The Company will also review the recently completed TxDOT Paris District Transportation Systems Management and Operations (TSMO) Program Plan to ensure recommendations for Grayson County will be consistent with the TxDOT Paris District existing and planned ITS deployments.

The Company will develop a set of prioritized recommendations for ITS deployments to address operational issues in Grayson County. Safety recommendations will be included in the Draft Strategic Plan completed in Task 5.

Deliverables

- Recommendations for ITS deployments to be included in the Draft Strategic Plan

Task 4 – Electric Vehicle Charging Station Needs Analysis and Recommendations

The Company will assess existing and planned electric vehicle charging infrastructure in Grayson County to determine the need and priority locations for EV charging. The Company will identify potential public land, including municipal and county parking areas and building parking lots, where EV charging stations could be deployed. Recommendations for pricing structure based on best practices and potential funding sources will be provided.

The Company will provide a prioritized list of recommended sites for electric vehicle charging stations. Recommendations will be included in the Draft Strategic Plan completed in Task 5.

Deliverables

- Recommendations for electric vehicle charging locations to be included in the Draft Strategic Plan

Exhibit A

Task 5 – Strategic Plan Development

Task 5.1 – Draft Project Report

The Company will develop a draft report for the Grayson County Safety and Operations Strategic Plan that incorporates finding from Tasks 2, 3, and 4. The draft report will be sent to the MPO and any stakeholders as directed by the MPO for review.

The MPO will review comments received on the draft report and provide the Company with direction on which comments to incorporate into the revised draft report. The Company will develop a revised draft report with comments incorporated.

Task 5.2 – Presentations to MPO Policy Board and TAC

The Company will make up to two (2) presentations as directed by the MPO that summarize the Grayson County Safety and Operations Strategic Plan. One presentation will be virtual, and one presentation will be made in person, as directed by the MPO. The presentations will be made to the MPO Policy Board and MPO Technical Advisory Committee unless directed otherwise by the MPO.

Task 5.3 – Final Project Report

The Company will incorporate comments from the MPO Board and TAC presentations, as well as any other comments provided by the MPO, into the revised draft project report. The Company will develop a final Grayson County Safety and Operations Strategic Plan and provide an electronic copy to the MPO.

Deliverables

- Draft and Revised Draft Strategic Plan
- Presentations to MPO Policy Board and TAC
- Final Strategic Plan

Exhibit A

SCHEDULE

The Company will complete the services described in the Scope of Services within 10 months of notice to proceed. The schedule that will be followed is shown below.

Tasks	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Project Management										
Safety Analysis and Recommendations										
Operations-ITS Analysis and Recommendations										
EV Charging Station Needs Analysis and Recommendations										
Task 5 – Strategic Plan Development										
5.1 Draft Project Report										
5.2 Presentations to MPO Policy Board and TAC										
5.3 Final Project Report										

COST

The Company will perform the services described in the Scope of Services for a cost not to exceed \$95,000.

Task 1 - Project Management	\$8,000
Task 2 - Safety Analysis and Recommendations	\$32,000
Task 3 – Operations-ITS Analysis and Recommendations	\$26,000
Task 4 - EV Charging Station Needs Analysis and Recommendations	\$18,000
Task 5 – Strategic Plan Development	\$11,000
TOTAL PROJECT COST	\$95,000