A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH HARRIS COUNTY FOR CONSTRUCTION OF WEST LAKE HOUSTON PARKWAY BRIDGE OVER LAKE HOUSTON AS A JOINT PROJECT WITH HARRIS COUNTY; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, by way of Resolution No. 88-8, the Board of Directors authorized the General Manager to negotiate an agreement with Harris County for METRO's participation in the funding of construction of a bridge over Lake Houston as part of construction of West Lake Houston Parkway between Kingwood Drive and FM 1960; and

WHEREAS, the General Manager has negotiated an agreement with Harris County consistent with the provisions set out in Resolution No. 88-8;

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

Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a contract with Harris County for construction of West Lake Houston Parkway Bridge as a joint project with Harris County in the form set out in Exhibit A attached hereto.
Section 2. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988.  
APPROVED this 23rd day of June, 1988.

ATTEST:

[Signatures]

Assistant Secretary

Robert C. Lanier  
Chairman
AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Agreement made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas, hereinafter called "County," and Metropolitan Transit Authority of Harris County, Texas, created under the laws of the State of Texas, hereinafter called "METRO,"

WITNESSETH:

WHEREAS, it is to the common benefit of the parties hereto to construct the West Lake Houston Parkway Bridge as a two-lane bridge with concrete deck and substructure, hereinafter called the "Project"; and

WHEREAS, the estimated construction cost of the Project is Sixteen Million and No/100 Dollars ($16,000,000.00); and

WHEREAS, METRO desires to share in the cost of the Project up to a maximum sum of Eight Million and No/100 Dollars ($8,000,000); and

WHEREAS, the Project is a portion of a larger project to complete Lake Houston Parkway between Kingwood Boulevard and FM 1960; and

WHEREAS, as consideration for METRO'S participation in the Project, County commits to obtaining all necessary rights-of-way and completing construction of the Approach roadways to the Project so that the approach roadways are completed and available for public use between Kingwood Drive and FM 1960 at the time the Project is completed and available for public use.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is agreed as follows:

I.

Within forty-five (45) days after the date of this agreement, the County will undertake to enter into agreement with an engineer to prepare plans and specifications in accordance with the usual
requirements of County. Upon completion of the said plans and specifications, County will submit the same to METRO for written approval of same by the Board of Directors of METRO. METRO has goals of 18% and 3% respectively for Disadvantaged and Women-owned business enterprise ("DBE/WBE") participation in its contracting activity. METRO encourages Harris County to use its best efforts to achieve DBE/WBE participation in this Project.

II.

County will endeavor to obtain the necessary right of way and commence construction to complete West Lake Houston Parkway between Kingwood Boulevard and Farm to Market Road 1960.

III.

Within sixty (60) days after the approval by METRO of the plans and specifications set out in Paragraph I above, and the acquisition of the necessary right of way and commencement of construction of West Lake Houston Parkway between Kingwood Boulevard and Farm to Market Road 1960, County will advertise for and receive bids for the construction of the Project in accordance with the approved plans and specifications in the manner similar to that of other County projects.

IV.

Upon receipt and tabulation of the bids, County will determine the lowest and best bid for the construction of the Project. In the event the lowest and best bid for the construction of the Project is an amount in excess of the sum of Sixteen Million and No/100 Dollars, then and in that event, County shall have the following two (2) options:

1. County may elect to pay the additional cost and proceed to let the contract pursuant to Paragraph VI below and continue with the Project.

2. County may reject all bids and elect not to proceed with the letting of the contract and terminate the Project without any further obligation.

V.

After an apparent low bidder is identified, and prior to the award of a construction contract, METRO shall be notified of the construction costs and the amount of money which is METRO'S contribution to the Project costs. METRO shall deposit an amount of money equal to one half of said bid, plus a reserve for
contingencies in the amount of twenty-five percent (25%) of METRO'S part of the bid costs, but not to exceed the sum of Eight Million and No/100 Dollars ($8,000,000.00) into a County-maintained Project Account within thirty (30) days following receipt of such notice from the County.

VI.

Within thirty (30) days after the receipt of the funds from METRO pursuant to Paragraph V above, the County shall award the Contract to the lowest and best bidder. Prior to awarding the Contract, County will obtain a 100% Performance Bond from the Contractor as required by Article 5160, Vernon's Texas Civil Statutes.

VII.

The County shall manage the Project and supervise the construction of said Project.

VIII.

From time to time, until completion of the Project, the County shall invest the unexpended portions of the sums paid by METRO to County pursuant to Section V above, which are not needed to meet obligations due or contemplated to be due within sixty (60) days, in federal obligations or interest-bearing time deposits. The determination by the County of the portion of said funds needed to meet such obligations shall be conclusive. Upon completion of construction of the Project, the County shall perform or cause to be performed, a final accounting. If the sum paid by METRO to the County hereunder, including interest earnings thereon, exceeds the lesser of the following two amounts: (1) 50% of the actual Project costs; or (2) the sum of Eight Million and No/100 Dollars ($8,000,000.00), the County shall promptly pay over the amount of such excess to METRO.

IX.

The County may terminate this Agreement without cause any time prior to the letting of the Contract for construction of the Project, by written notice to METRO, and the County shall have no obligation hereunder other than to return to METRO the funds paid to County, if any, by METRO pursuant to Paragraph V above. In the event County elects to terminate this Agreement pursuant to this Paragraph, any interest earned on said money paid to County by METRO pursuant to Paragraph V above shall become the sole property of METRO.
X.

It is understood that the County may make such changes and amendments in the plans and specifications within the general scope of the approved Project as the County Engineer deems necessary or desirable during construction of the Project.

XI.

The sums paid by METRO to County pursuant to Section V above will not be used by the County for any purpose other than paying for METRO'S one-half share of the costs of the Project, so that each cost or expense in connection with the Project will be paid by the County using one-half METRO'S funds and one-half County's funds, up to METRO'S maximum participation.

XII.

It is expressly understood and agreed that METRO has available the maximum sum of Eight Million and No/100 Dollars ($8,000,000.00) to satisfy its obligations under this Agreement. It is expressly understood and agreed that County has available the maximum sum of Eight Million and No/100 Dollars ($8,000,000.00) to satisfy its obligations under this Agreement.

XIII.

METRO or its authorized representatives shall have the right to review and audit all books, records, vouchers and documents of whatever nature related to County's performance under this Agreement during the period of performance of this Agreement and for three (3) years thereafter or for so long as there exists any dispute or litigation arising from this Agreement.

XIV.

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other parties hereto.

XV.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by all parties hereto.
IN TESTIMONY OF WHICH, this Agreement, in duplicate originals, each having equal force, has been executed on behalf of the parties hereto as follows, to-wit:

a. It has on the 31St day of May, 1988, been executed on behalf of the County by the County Judge of Harris County, Texas, pursuant to an Order of the Commissioners Court of Harris County authorizing such execution.

b. It has on this ___ day of __________, 1988, been executed on behalf of METRO by its General Manager and attested by its Assistant Secretary, pursuant to a resolution of its Board of Directors authorizing such execution.

APPROVED AS TO FORM:

MIKE DRISCOLL
County Attorney

MARY J. MCKERALL
Assistant County Attorney
Deputy Division Chief

ATTEST:

Assistant Secretary

APPROVED AS TO FORM:

COUNTY OF HARRIS

JOHN LINDSAY, County Judge

METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY, TEXAS

ALAN F. KIEPPER
General Manager

Executed for and on behalf of the Metropolitan Transit Authority pursuant to Resolution No. 88-8 of the Board of Directors passed on the 28th day of January, 1988, and on file in the Office of Assistant Secretary of METRO.
AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $8,000,000.00 to accomplish and pay the obligations of Harris County herein.

J. F. FLACK, County Auditor
ORDER AUTHORIZING EXECUTION OF AGREEMENT BY AND BETWEEN HARRIS COUNTY AND METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS, FOR THE CONSTRUCTION OF THE WEST LAKE HOUSTON PARKWAY BRIDGE

THE STATE OF TEXAS §
COUNTY OF HARRIS §

On this the 31st day of May, 1988, the Commissioners Court of Harris County, Texas, sitting as the governing body of Harris County, upon motion of Commissioner Fontana, seconded by Commissioner Lee, duly put and carried,

IT IS ORDERED that County Judge Jon Lindsay be, and he is hereby authorized to execute for and on behalf of Harris County, an Agreement by and between the County and the Metropolitan Transit Authority of Harris County, for construction of the West Lake Houston Parkway Bridge, said Agreement being incorporated herein by reference for all purposes as though fully set forth word for word.

PRESENTED TO
Commissioners Court
MAY 31 1988
Date
Recorded Vol. Page
RESOLUTION NO. 88-83

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER GEOTECHNICAL SERVICES CONTRACTS WITH THE FIRMS OF HVJ ASSOCIATES, TESTING UNLIMITED, ULRICH ENGINEERING AND WOODWARD-CLYDE CONSULTANTS; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, METRO requires the services of geotechnical firms on an as-needed basis in support of its capital projects;

WHEREAS, qualifications of a number of firms were evaluated and the firms of HVJ Associates, Testing Unlimited, Ulrich Engineering and Woodward-Clyde Consultants and were determined to be the best qualified to provide these services;

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

Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver contracts with the firms of HVJ Associates, Testing Unlimited, Ulrich Engineering and Woodward-Clyde Consultants and for geotechnical services with each contract not to exceed $125,000.

Section 2. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988.
APPROVED this 23rd day of June, 1988.

ATTEST:

[Signatures]
Assistant Secretary

Robert C. Lanier
Chairman
A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER MATERIALS TESTING SERVICES CONTRACTS WITH THE FIRMS OF GEOTEST ENGINEERING, LAW ENGINEERING, MURILLO ENGINEERING AND TERRA-MAR; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, METRO requires the services of materials testing firms on an as-needed basis in support of its capital projects;

WHEREAS, qualifications of a number of firms were evaluated and the firms of Geotest Engineering, Law Engineering, Murillo Engineering and Terra-Mar were determined to be the best qualified to provide these services;

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

Section 1. The General Manager be and he is herebe authorized and directed to negotiate, execute and deliver contracts with the firms of Geotest Engineering, Law Engineering, Murillo Engineering and Terra-Mar for materials testing services with each contract not to exceed $125,000.

Section 2. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988.
APPROVED this 23rd day of June, 1988.

ATTEST:

[Signature]
Assistant Secretary

[Signature]
Robert C. Lanier
Chairman
RESOLUTION NO. 88-85

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A CONTRACT WITH THE FIRM OF REY DE LA REZA ARCHITECTS FOR DESIGN OF THE HEIGHTS TRANSIT CENTER; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the Future Programs Committee has recommended the firm of Rey De La Reza Associates be engaged to design the Heights Transit Center and provide design support services during construction of that facility; and

WHEREAS, the Board of Directors is of the opinion that it is appropriate to authorize the General Manager to enter into a contract with Rey De La Reza Associates for these services;

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

Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a contract with the firm of Rey De La Reza Associates for design of the Heights Transit Center and for the provision of design support services during construction with the contract not to exceed $250,000.

Section 2. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988.
APPROVED this 23rd day of June, 1988.

ATTEST:

Assistant Secretary
Robert C. Lanier
Chairman
A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE A CONTRACT WITH FLUOR DANIEL, INC. FOR DETAIL DESIGN OF THE SURVEILLANCE, COMMUNICATION AND CONTROL SYSTEM FOR THE SOUTHWEST FREeway TRANSITWAY; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the Southwest Freeway Transitway will include a surveillance, communication and control system for the monitoring of transitway conditions; and

WHEREAS, qualifications of a number of firms were reviewed to design the surveillance, communication and control system for the Southwest Freeway Transitway; and

WHEREAS, the Board of Directors is of the opinion that the firm of Fluor Daniel, Inc. is the most qualified to perform this design work;

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

Section 1. The General Manager be and he is hereby authorized and directed to negotiate a contract with the firm of Fluor Daniel, Inc. for detail design of the surveillance, communication and control system for the Southwest Freeway Transitway.
Section 2. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988.
APPROVED this 23rd day of June, 1988.

ATTEST:

[Signature]
Assistant Secretary

[Signature]
Robert C. Lanier
Chairman
A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A CONTRACT WITH PATE ENGINEERS, INC. FOR DETAIL DESIGN OF THE JOINT PROJECT WITH THE CITY OF HOUSTON FOR RECONSTRUCTION OF YALE STREET BETWEEN CROSSTIMBERS AND TIDWELL; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, at its May 26, 1988 meeting the Board of Directors approved of the preliminary engineering report prepared by Pate Engineers, Inc. for the reconstruction of Yale Street and authorized the General Manager to proceed into detail design for this joint project with the city of Houston; and

WHEREAS, the Board of Directors is of the opinion that it is appropriate to enter into a contract with Pate Engineers, Inc. to provide detail design for the Yale Street reconstruction project and for engineering support services during construction;

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

Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a contract with Pate Engineers, Inc. for detail design and design services during construction for the joint project with the city of Houston for the reconstruction of Yale Street between Crosstimbers and Tidwell at a cost not to exceed $306,000.
Section 2. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988.
APPROVED this 23rd day of June, 1988.

ATTEST:

[Signatures]

Assistant Secretary

Chairman
A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO MODIFY THE CONTRACT WITH BEST PAK-REM, INC. TO EXTEND THE PERFORMANCE PERIOD OF THE WASTE DISPOSAL CONTRACT BY ONE YEAR AND INCREASE THE AUTHORIZED MAXIMUM CONTRACT EXPENDITURE; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the firm of Best Pak-Rem, Inc. submitted the lowest responsive and responsible bid for the removal and disposal of METRO-generated solid waste, which bid provided for a priced option for a third year of performance; and

WHEREAS, the firm of Best Pak-Rem, Inc. has provided satisfactory services for the first two years of its contract and its third-year price is below the current market price;

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

Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a modification to the contract with Best Pak-Rem, Inc. for waste disposal services to extend the period of performance of the contract for an additional year and to increase the maximum expenditure authorized under the contract by $79,528.

Section 2. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988.
APPROVED this 23rd day of June, 1988.

ATTEST:

[Signature]
Assistant Secretary

[Signature]
Robert C. Lanier
Chairman
A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH AUTOMATED TRANSIT SYSTEMS FOR DEVELOPMENT OF COMPUTER SOFTWARE FOR ENHANCEMENT OF THE METROLIFT SCHEDULING SYSTEM: AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, METRO staff has identified enhancements to the METROLift computer scheduling system that would increase productivity and save operating costs; and

WHEREAS, the firm of Automated Transit Systems submitted the most satisfactory proposal in response to METRO's request for proposals to provide the enhanced computer system software;

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

Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a contract with Automated Transit Systems for development and implementation of computer software to enhance the METROLift routing and scheduling computer system at a cost not to exceed $38,000.

Section 2. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988.
APPROVED this 23rd day of June, 1988.

ATTEST:

[Signatures]

Assistant Secretary

Robert C. Lanier
Chairman
RESOLUTION NO. 88-90

A RESOLUTION

APPROVING THE PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF THE JOINT PROJECT WITH HARRIS COUNTY FOR WIDENING OF MEMORIAL DRIVE FROM BRIAR FOREST TO SAN FELIPE; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, plans and specifications have been submitted for review for the joint project between METRO and Harris County for widening of Memorial Drive from Briar Forest to San Felipe; and

WHEREAS, the Board of Directors believes that it is appropriate to approve the plans and specifications for this project so that it may proceed to construction;

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

Section 1. The plans and specifications for the joint project with Harris County for widening of Memorial Drive from Briar Forest to San Felipe are hereby approved; provided further, however, that the General Manager may approve of modifications or additions to said plans and specifications resulting from review and recommendations by the communities affected or otherwise so long as such modifications or additions do not substantially alter the plans and specifications.

Section 2. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988.
APPROVED this 23rd day of June, 1988.

ATTEST:

Robert C. Lanier
Chairman
RESOLUTION NO. 88-91

A RESOLUTION

APPROVING THE PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF THE JOINT PROJECT WITH HARRIS COUNTY FOR WIDENING OF VOSS ROAD FROM WOODWAY TO INTERSTATE 10; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, plans and specifications have been submitted for review for the joint project between METRO and Harris County for widening of Voss Road from Woodway to Interstate 10; and

WHEREAS, the Board of Directors believes that it is appropriate to approve the plans and specifications for this project so that it may proceed to construction;

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

Section 1. The plans and specifications for the joint project with Harris County for widening of Voss Road from Woodway to Interstate 10 are hereby approved; provided, however, that the City of Hunters Creek Village shall be afforded fourteen days in which to review the plans and specifications, make comments and recommendations thereon. The General Manager is authorized to approve of modifications or additions resulting from such recommendations so long as such recommendations do not substantially alter the plans and specifications.
RESOLUTION NO. 88-91 (Page 2)

Section 2. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988.
APPROVED this 23rd day of June, 1988.

ATTEST:

[Signatures]
Assistant Secretary

Robert C. Lanier
Chairman
RESOLUTION NO. 88-92

A RESOLUTION

APPROVING THE PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF THE JOINT PROJECT WITH THE CITY OF SOUTHSIDE PLACE FOR RECONSTRUCTION OF AUDEN AND EDLOE STREETS; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, plans and specifications have been submitted for review for the joint project between METRO and the City of Southside Place for reconstruction of Auden and Edloe Streets; and

WHEREAS, the Board of Directors believes that it is appropriate to approve the plans and specifications for this project so that it may proceed to construction;

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

Section 1. The plans and specifications for the joint project with the City of Southside Place for reconstruction of Auden and Edloe Streets are hereby approved.

Section 2. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988.
APPROVED this 23rd day of June, 1988.

ATTEST:

[Signatures]
Assistant Secretary

[Signature]
Robert C. Lanier
Chairman
RESOLUTION NO. 88-93

A RESOLUTION

DESIGNATING CONSTRUCTION OF CHARTRES STREET BETWEEN TEXAS AVENUE AND PRESTON STREET AS A GENERAL MOBILITY PROJECT; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the Board of Directors has adopted a general mobility program for funding and construction of projects designed to improve mobility within the METRO area; and

WHEREAS, a cost benefit analysis has been performed for a project that would construct Chartres Street between Texas Avenue and Preston Street as a four-lane, concrete, curb and gutter facility; and

WHEREAS, it appears that this Chartres Street project would have significant mobility benefits;

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

Section 1. The construction of Chartres Street between Texas Avenue and Preston Street is hereby designated as a general mobility project.

Section 2. The General Manager be and he is hereby authorized and directed to undertake such activities for the development of Chartres Street as a general mobility project as are reasonable and necessary; provided, however, that the right-of-way for said street is donated or made available at no cost to METRO.
Section 3. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988.
APPROVED this 23rd day of June, 1988.

ATTEST:

[Signatures]

Assistant Secretary

Robert C. Lanier
Chairman
RESOLUTION NO. 88- 94

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A CONTRACT FOR TECHNOLOGY ASSESSMENT CONSULTING SERVICES; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, an ad hoc committee has been formed to review and evaluate technologies appropriate for development for the System Connector element of the Phase 2 Regional Mobility Plan; and

WHEREAS, because of the highly complex issues involved, the Committee has requested the services of a consultant to assist it in its review and evaluation; and

WHEREAS, the Committee is reviewing the qualifications of those persons and firms responding to the Committee's request for proposals; and

WHEREAS, the Board of Directors is of the opinion that it is appropriate to authorize the General Manager to contract with the firm recommended by the Ad Hoc Committee to act as a consultant to the Committee;

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

Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a contract with the firm recommended by the Ad Hoc Committee on Technology Assessment for consulting services in support of the activities of the Committee. The contract shall not exceed $250,000.
Section 2. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988.
APPROVED this 23rd day of June, 1988.

ATTEST:

Assistant Secretary

Chairman
RESOLUTION NO. 88-95

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO FILE A GRANT APPLICATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S URBAN MASS TRANSPORTATION ADMINISTRATION FOR DEVELOPMENT OF A GREENWAY PLAZA TRANSPORTATION CENTER; AUTHORIZING THE GENERAL MANAGER TO UNDER-TAKE ALL REASONABLE AND NECESSARY ADMINISTRATIVE ACTIONS ASSOCIATED WITH THE FILING OF SUCH AN APPLICATION; AUTHORIZING THE GENERAL MANAGER TO EXECUTE ANY GRANT CONTRACT RESULTING FROM SUCH AN APPLICATION; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the partnership of Greenway Plaza, working in conjunction of Rice Center, has developed a proposal for construction and operation of a Greenway Plaza transportation center within the Greenway Plaza office complex; and

WHEREAS, the proposal presented by Rice Center and Century Development Corporation on behalf of the partnership of Greenway Plaza appears to qualify for funding under the Department of Transportation's Urban Mass Transportation Administration's suburban mobility and entrepreneurial development programs; and

WHEREAS, the Board of Directors is of the opinion that it is appropriate to authorize the General Manager to submit a grant application to the Urban Mass Transportation Administration for development of a Greenway Plaza transportation center;

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

Section 1. The General Manager be and he is hereby authorized and directed to prepare and submit an application to the Urban Mass Transportation Administration for grant assistance in the development of a Greenway Plaza transportation center.
Section 2. The General Manager is further authorized and directed to undertake all administrative actions reasonable and necessary to complete and file such an application.

Section 3. The General Manager is further authorized to execute any grant contract with the Urban Mass Transportation Administration resulting from such application.

Section 4. This authorization is contingent upon all local financial contribution being made by the partnership of Greenway Plaza or other entities with METRO's participation consisting only of staff services in the preparation, submittal and administration of the grant application and grant contract.

Section 5. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver such agreement or agreements with the partnership of Greenway Plaza or others as are reasonable and necessary to implement the Greenway Plaza transportation center consistent with any grant contract executed pursuant to the authorization confined herein.

Section 6. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988.
APPROVED this 23rd day of June, 1988.

ATTEST:

[Signatures]
Assistant Secretary
Robert C. Lanier
Chairman
RESOLUTION NO. 88-96

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION TO THE DEPARTMENT OF TRANSPORTATION'S URBAN MASS TRANSPORTATION ADMINISTRATION ON BEHALF OF THE CITY OF HOUSTON FOR FUNDING SUPPORT FOR AN ARTERIAL STREET SURVEILLANCE, COMMUNICATION AND CONTROL SYSTEM; AUTHORIZING THE GENERAL MANAGER TO TAKE ALL ADMINISTRATIVE ACTIONS REASONABLE AND NECESSARY TO PREPARE SUCH GRANT APPLICATIONS; AUTHORIZING THE GENERAL MANAGER TO EXECUTE ANY RESULTING GRANT CONTRACTS; AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE AND EXECUTE AN APPROPRIATE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF HOUSTON; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the State of Texas has formula grant funds from the Urban Mass Transportation Administration originally intended for projects in rural areas which are available for reprogramming to urban areas; and

WHEREAS, the city of Houston has proposed funding of a surveillance, communication and control system for certain arterial streets utilizing reprogramed formula funds; and

WHEREAS, since METRO is the authorized recipient for Urban Mass Transportation Administration funding within this region, it is appropriate for METRO to submit a grant application on behalf of the city of Houston for this project;

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

Section 1. The General Manager be and he is hereby authorized and directed to prepare a grant application on behalf of the City of Houston for development of an arterial street surveillance, communication and control system.
RESOLUTION NO. 88-96 (Page 2)

Section 2. The General Manager be and he is hereby authorized to undertake all administrative actions reasonable and necessary for the preparation and filing of such an application.

Section 3. The General Manager be and he is hereby authorized to execute any resulting grant contract with the Urban Mass Transportation Administration.

Section 4. The General Manager be and he is hereby authorized to negotiate and execute an appropriate intergovernmental agreement with the City of Houston for development of the arterial street surveillance, communication and control system.

Section 5. The authorization conferred herein is conditioned upon the local match requirements being met by the City of Houston or others with METRO's sole cost to be for staff services in support of the grant application preparation and administration.

Section 6. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988. 
APPROVED this 23rd day of June, 1988.

ATTEST:

[Signature]
Assistant Secretary

[Signature] 
Robert C. Lanier
Chairman
A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH THE TEXAS STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF NORTH FREEWAY TRANSITWAY PHASE IV; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the Board has previously approved development of a North Freeway Transitway Phase IV project to extend the North Freeway Transitway from Beltway 8 north to FM 1960 and make other transitway-related improvements; and

WHEREAS, the General Manager has negotiated an agreement with the Texas State Department of Highways and Public Transportation (SDH&PT) allocating the duties and responsibilities of METRO and the SDH&PT for design, construction, operation and maintenance of the North Freeway Transitway Phase IV project;

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

Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver an agreement with the Texas State Department of Highways and Public Transportation allocating duties and responsibilities for design, construction, operation and maintenance of the North Freeway Transitway Phase IV project in essentially the form and containing the terms and conditions set out in the draft agreement attached hereto as Exhibit A.
RESOLUTION 88-97  (Page 2)

Section 2. This resolution is effective immediately upon passage.

PASSED this 23rd day of June, 1988.
APPROVED this 23rd day of June, 1988.

ATTEST:

[Signature]
Assistant Secretary

[Signature]
Robert C. Lanier
Chairman
NORTH FREEWAY TRANSITWAY

AGREEMENT

(PHASE IV - INTERSTATE HIGHWAY 45 NORTH FROM
BELTWAY 8 TO FM 1960 AND OTHER IMPROVEMENTS)

STATE OF TEXAS §
COUNTY OF HARRIS §

THIS AGREEMENT, by and between the Metropolitan Transit Authority of Harris County, Texas, acting by and through its General Manager (hereinafter designated as "METRO"), and the State of Texas, acting by and through the State Department of Highways and Public Transportation (hereinafter designated as the "State"), is made to become effective when fully executed by both parties:

W I T N E S S E T H:

WHEREAS, U.S. Interstate Highway 45 (also known as the North Freeway) is a "controlled access highway" as defined in Articles 6674W through 6674W-5, Texas Revised Civil Statutes, and as provided therein, is under the ultimate control and supervision of the State; and

WHEREAS, Article 1118x, Texas Revised Civil Statutes authorizes METRO to operate public transportation systems on highways under the control of the State; and

WHEREAS, the State and METRO mutually agree that significant public benefits will be derived from construction and operation of an extension of the median Authorized Vehicle Lane, also known as a High
Occupancy Vehicle Lane, or Transitway (hereinafter referred to as "Transitway") from Beltway 8 to Farm to Market Road 1960, and other related improvements on the North Freeway which are reserved for and committed to mass transit uses (hereinafter referred to as the "Phase IV Transitway Project"); and

WHEREAS, the State is undertaking an extensive reconstruction of a portion of the North Freeway from Beltway 8 to Farm to Market Road 1960 which will include inter alia pavement and bridge replacement, lane additions, ramp modifications, frontage road replacement and drainage improvements (hereinafter referred to as the "State Project"); and

WHEREAS, the State is willing to incorporate a median Transitway and related direct access ramps into certain METRO patron facilities as part of the design and construction of the State Project from Beltway 8 to Farm to Market Road 1960; and

WHEREAS, the State also is willing to incorporate a Transitway connection from near the Hogan Street overpass south to Travis Street; and

WHEREAS, the State also is willing to incorporate a Transitway bridge over White Oak Bayou adjacent to the southbound North Freeway lanes south of Quitman Street; and

WHEREAS, the State also is willing to incorporate a Transitway bridge adjacent to Connector G over Louisiana Street; and

WHEREAS, the State also is willing to adjust the relocation of Transitway concrete traffic barriers at Cottage, North Main and North
streets subject to approval of the Federal Highway Administration; and

WHEREAS, the State also is willing to incorporate a Transitway access ramp located in the vicinity of the Crosstimbers intersection; and

WHEREAS, the State and METRO will jointly install the conduit, ground boxes, Changeable Message Sign (CMS) foundations and support structures, Lane Control Signals (LCS) foundations and support structures, and dynamic signage for a Surveillance, Communications and Control (SC&C) System on the North Transitway from Beltway 8 to Farm to Market Road 1960 and for the Downtown Terminus; all other components of the SC&C System will be included in a separate Agreement; and

WHEREAS, upon completion of construction, METRO is willing to assume responsibility for the operation and maintenance of the Transitway and related facilities; and

WHEREAS, the parties by this Agreement desire to specify the rights and obligations of the respective parties for the design, construction, operation and maintenance of the Transitway;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, METRO and the State do mutually agree as follows:

AGREEMENT

Project Scope and Schedule
1. The "Phase IV Transitway Project" will consist of the elements described herein. That part of the Transitway and related
improvements included in the North Freeway segment from Beltway 8 to Farm to Market Road 1960 will be designed and constructed in conjunction with the State’s reconstruction of the North Freeway in this segment ("State Project"). Design and construction of all other METRO Phase IV Transitway Project elements will be stand-alone undertakings with no improvements made to the adjacent general use freeway facilities.

The Transitway will be primarily a 20.5 foot wide, one-lane reversible facility constructed at freeway grade, except where grade separation is necessary for access ramps or interchanges, in the median of the North Freeway from Beltway 8 to Farm to Market Road 1960, a distance of approximately 5.6 miles. An access ramp will be provided to the Kuykendahl Park and Ride lot. An elevated interchange structure will be built near Farm to Market Road 1960 to provide direct access to the Transitway from the frontage roads. A direct access ramp to the Transitway will be provided near the Crosstimbers intersection. A Transitway connector designated the "Downtown Terminus" will include the Transitway and bridge structures over Louisiana Street and White Oak Bayou and extend from Travis Street and Commerce Street downtown to the Quitman Street interchange on Interstate Highway 45 North. The Phase IV Transitway Project shall consist of those Transitway facilities within the State’s right-of-way and the aerial access/egress ramps to METRO’s off right-of-way facilities to the point they reach grade. All other facilities associated with the Transitway shall be METRO’s sole responsibility and shall not be considered part of this Agreement.
It is in the interest of the parties to undertake and complete the Phase IV Transitway Project construction at the earliest possible time consistent with the schedule for design and construction of the State Project. The parties hereby agree to fully cooperate and use their best efforts to achieve the earliest possible date for operation of the Phase IV Transitway or operable segments or elements thereof.

Allocation of Responsibilities

2. Rights-of-Way

The State shall designate those portions of the right-of-way of the North Freeway (Interstate Highway 45) and the Katy Freeway (Interstate Highway 10) available for use for the Phase IV Transitway Project. The State shall be responsible for the acquisition of all right-of-way necessary to construct the State Project and that portion of the Phase IV Transitway Project encompassed within the limits of the State Project; however, METRO shall be responsible for acquisition of all right-of-way for that portion of the Phase IV Transitway Project which is outside the limits of the State Project or cannot be constructed on right-of-way already owned by the State.

3. Design

The State shall be responsible for the design of the Phase IV Transitway Project from Beltway 8 to Farm to Market Road 1960 except for the Kuykendahl Interchange and Spring Interchange which shall be furnished by METRO. Design of the Crosstimbers Interchange and Cottage Street, North Main Street and North Street Transitway barrier modifications shall be METRO’s responsibility. The Downtown Terminus shall be designed by METRO including the Louisiana Street and White...
Oak Bayou bridges. Design of the Surveillance, Communications and Control (SC&C) System under this Agreement shall be limited to conduit, ground boxes, foundations and support structures for the Changeable Message Signs (CMS), foundations and support structures for the Lane Control Signals (LCS), and dynamic signs. METRO shall include these elements in the design of the Downtown Terminus and the State shall include these elements in the design of the Phase IV Transitway Project from Beltway 8 to Farm to Market Road 1960. All other SC&C System components shall be designed under a separate Agreement. Design approval by the State and METRO shall be required for all elements of the Phase IV Transitway Project before proceeding with award of construction contracts. Cognizant federal agencies shall have the right of review and approval of all designs resulting from these activities.

4. Construction

The State shall be responsible for award and management of all Phase IV Transitway Project construction contracts. The State shall advertise and award all construction to the lowest responsive and responsible bidders in accordance with its usual customs and practices. The State shall include METRO-provided "Special Provisions for METRO/UMTA Funded Projects" in all State construction bid documents and contracts for Phase IV Transitway construction. Railroad agreements required for any Phase IV Transitway construction contract shall be secured by METRO. METRO and representatives of the Urban Mass Transportation Administration shall have the right of reasonable access to the construction site(s) to review construction
activities, however, the State shall have the sole authority to manage and direct the construction contractor(s). Field changes for the Phase IV Transitway Project will be handled with the contractor(s) solely by State personnel; provided, however, that field changes will be subject to approval by METRO prior to being accomplished.

Upon satisfactory completion of construction under each contract the State agrees to issue to METRO a Certificate of Final Completion showing the date of final completion and certifying that the Transitway and Transitway related facilities have been constructed according to the approved plans and specifications. At the earliest possible date after completion of the Phase IV Transitway Project or discrete elements thereof, the State shall deliver to METRO the final sets of plans and specifications (the As-Built Plans) based upon field notes maintained by the State. A copy of said plans shall be attached to and become part of this Agreement as Exhibit 1.

5. Allocation of Costs

It is the intent of the parties that METRO shall bear all costs for design and construction of the Phase IV Transitway Project except as specifically stated herein. Because portions of the Phase IV Transitway Project will be designed and constructed in conjunction with the State Project for reconstruction of the general use freeway facilities and because the costs for certain of these elements are inextricably mixed, the parties agree to allocate certain costs on the basis of a ratio of total costs for those elements as specified below.
a) **Cost Allocation Ratio.** The ratio for allocating costs between METRO and the State for those Phase IV Transitway Project elements which are inextricably mixed with the State Project elements shall be determined as follows: based on construction contract bid item prices and quantities, a Transitway construction cost shall be calculated using the Transitway definition specified in paragraph 1 above which shall be compared to the total construction costs bid minus the bid prices for mobilization and traffic control so that the ratio is:

\[
\frac{\text{Transitway Construction Costs}}{\text{Total Construction Costs}} - (\text{Mobilization costs & traffic control costs}).
\]

b) **Rights-of-Way Costs.** The State shall provide at no cost to METRO all right-of-way necessary for the Phase IV Transitway Project within the limits of the State Project or within right-of-way already owned by the State. METRO shall pay all costs for acquisition of all right-of-way for those portion of the Phase IV Transitway Project outside the limits of the State Project or where the State does not own sufficient right-of-way to accommodate the Phase IV Transitway Project.

c) **Design Costs.**

i) Design costs for those portions of the Phase IV Transitway Project that are included within the State Project shall be allocated based on the ratio defined in subparagraph (a) above. METRO shall pay that portion of the design costs attributable to the Phase IV Transitway Project.
ii) Actual design costs for all other Phase IV Transitway Project elements shall be paid by METRO.

d) Construction Costs.

i) Construction costs, including mobilization and traffic control costs, for those portions of the Phase IV Transitway Project that are included within the State Project shall be allocated based on the ratio defined in subparagraph (a) above. METRO shall pay that portion of construction costs attributable to the Phase IV Transitway Project.

ii) Actual construction costs for all other Phase IV Transitway Project elements shall be paid by METRO.

iii) This Agreement addresses only the cost of those specific elements of the Surveillance, Communications and Control (SC&C) System components that will be installed in construction contracts awarded by the State as part of the general freeway and/or transitway construction. These elements will include foundations and support structures for Changeable Message Signs (CMS), foundations and support structures for Lane Control Signals (LCS), conduit, ground boxes, and dynamic signs. METRO will be responsible for the cost of the foundations and support structures for the CMS, foundations and support structures for the LCS, and dynamic signs installed on contracts awarded by the State because these elements are used for transitway operation with none of the components providing any benefit to the State. Since the conduit and ground boxes will be used to support the Freeway Traffic Management (FTM)
System and the Signal Coordination System (SCS) as well as the SC&C System, the costs will be shared on a thirty-two percent (32%) METRO and sixty-eight percent (68%) State basis.

METRO and the State agree to design and install additional components for a fully automated SC&C System for the North Transitway Phase IV extension from Beltway 8 to Farm to Market Road 1960 and for the Downtown Terminus segment, but that work and cost-sharing understanding will be executed by a separate Agreement.

e) Construction Management Costs. METRO shall pay the State the actual costs incurred by the State for construction management for the Phase IV Transitway Project.

Payment of Costs.

6. Interim Payments

The parties acknowledge and agree that a final determination of costs for design and construction of the Phase IV Transitway Project cannot be made until completion of construction, therefore, METRO shall make payments during the design and construction phases as described below subject, however, to an accounting and adjustment of costs upon completion of construction as specified in paragraph 8 below.

i) METRO shall pay all costs associated with the design contracts for the Kuykendahl Interchange and access ramp, the Farm to Market Road 1960 Interchange and access ramp, the Crosstimbers Interchange and access ramp, the Downtown Terminus including the White Oak Bayou and Louisiana Street bridges, and the Cottage, North Main and North Street Transitway Barrier modifications directly to the design firms for those Phase IV Transitway Project elements.
ii) METRO shall pay all costs for the design of the portion of the Phase IV Transitway Project included within the State project based upon the ratio determined in paragraph 5(a) above. This payment shall be made to the State within thirty (30) days after the State notifies METRO of the portion of the design costs attributable to the Transitway Project.

iii) METRO shall pay to the State the actual costs of construction contracts for the Downtown Terminus (including the transitway bridges over Louisiana Street and White Oak Bayou), the Crosstimbers Interchange and access ramp, and the Cottage, North Main and North Street Transitway barrier modifications. METRO shall make payments to the State quarterly, in advance, based upon the State's estimate of construction costs to be incurred in the next quarter.

iv) METRO shall contribute to the costs of the construction contract(s) for the Transitway portion of the State Project, including construction management, on a quarterly basis. The amount of each quarterly payment shall be determined by the rationale and formula detailed in paragraph 5 above based on the value of construction estimated to be accomplished in the next succeeding quarter.

7. Payments Made in Trust

METRO shall make all payments by warrant or check payable to the State Treasurer into Account of Trust Fund No. 927. The State hereby agrees that all funds delivered to the State under this Agreement in Account of Trust Fund No. 927 are the property of METRO, held in trust by the State, until withdrawn by the State in order to pay for the costs of the Phase IV Transitway Project. The State may withdraw
funds from the Account of Trust Fund No. 927 as necessary to pay for the costs of the Phase IV Transitway Project.

8. **Cost Adjustments**

At the conclusion of each construction contract the State shall perform or cause to be performed an accounting of the actual costs incurred. Should this final accounting result in METRO’s actual payments to that time being less than the costs for which METRO is responsible then METRO shall promptly pay to the State the additional amount. Should METRO’s actual payments have exceeded the costs for which it is responsible then the State shall promptly refund to METRO the amount of the overpayment.

**Safety**

9. The State and METRO acknowledge that safety is a major consideration in the performance of the construction activities envisioned by this Agreement. The parties agree that they will require and monitor safety programs of the contractor(s) performing work on the Phase IV Transitway Project.

**Maintenance and Operation of the Project Facilities**

10. Maintenance and operation of the Phase IV Transitway Project facilities shall be in accordance with the terms and conditions of that certain agreement executed by the State and METRO dated ________________, 198__, entitled "Master Operation and Maintenance Agreement."

**Audit and Inspection of Records**

11. The State shall maintain adequate books, records, documents and other data to support all costs claimed under this Agreement.
Authorized representatives of METRO, the United States Department of Transportation and Comptroller General of the United States shall have the right to examine and audit all such books, records, documents and other data relating to this Agreement. The State shall maintain such records and the audit rights described herein shall continue for three (3) years after final payment to the State is made under this Agreement.

Parties in Interest

12. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors.

Assignment

13. METRO shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the State.

Prohibited Interests

14. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

15. No member, officer or employee of the parties (State of Texas and Metropolitan Transit Authority of Harris County) or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the benefits/proceeds thereof.

Equal Employment Opportunity

16. In connection with the carrying out of the Phase IV Transitway Project, the parties shall not discriminate against any employee or
applicant for employment because of race, color, age, creed, sex or national origin. The parties shall comply with all applicable statutes and regulations regarding equal employment opportunity.

Disadvantaged Business Enterprise/Women Business Enterprise (DBE/WBE) Participation

17. On those contracts that are solely for the construction of METRO facilities DBE participation shall be in accordance with METRO requirements to be furnished to the State by METRO. Where contracts are for both METRO and State facilities, the DBE participation shall be as agreed to by the parties but not less than minimum State requirements. For all contracts, the State shall provide METRO with a list for review of the DBE firms to be used by the prime contractor. In addition, the State shall provide METRO with a monthly report of the actual DBE participation on each contract to include percentage and dollar amounts to date.

Legal Compliance

18. If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by the applicable law.

Amendments

19. Execution of any amendment to this Agreement shall be subject to the written approval of the State and METRO.
Default and Remedies

20. Default shall occur only in the event either party fails to adhere to its respective obligations hereunder. In such event, the non-defaulting party shall give the defaulting party written notice of the condition of default. The defaulting party may cure such default within ten (10) days from and after date of receipt of notice of default. In the event of continued failure to cure or continued absence of efforts to cure such default, the non-defaulting party may thereafter notify the defaulting party of its intent to terminate this Agreement. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Notices

21. All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or registered U. S. Mail, postage prepaid, addressed to such party at the following respective addresses:

METRO: Metropolitan Transit Authority of Harris County, Texas 500 Jefferson Post Office Box 61429 Houston, Texas 77208-1429 Attn: General Manager

STATE: State Department of Highways and Public Transportation Dewitt C. Greer State Highway Building 11th and Brazos Streets Austin, Texas 78701 Attn: Engineer-Director
and shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

IN WITNESS WHEREOF, the State of Texas and the Metropolitan Transit Authority of Harris County have executed this Agreement in duplicate on the dates shown herein below, effective on the date last executed.
STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission.

APPROVED:

By: ________________________
Deputy Engineer - Director

Date: ________________________

Executed and approved for the State Highway and Public Transportation Commission under authority of Commission Minute Order No. _____, dated _______ ___, 198__.

RECOMMENDED FOR APPROVAL:

Deputy - Director

Director, Finance

District Engineer, District 12

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS

By: ________________________
General Manager

Date: ________________________

Executed for and on behalf of the Metropolitan Transit Authority of Harris County, pursuant to Resolution No. 88-__ of the Board of Directors, passed on the ___ day of ____________, 1988, and on file in the Office of the Assistant Secretary of METRO.

ATTEST:

____________________________
Assistant Secretary

APPROVED (FORM):

Staff Counsel

APPROVED (FUNDS AVAILABLE):

Assistant General Manager, Finance

APPROVED (SUBSTANCE):

Assistant General Manager, Engineering, Construction and Real Estate