

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and WSP | Parsons Brinckerhoff (WSP|PB) (hereinafter referred to as “Contractor,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County requests transportation planning assistance for transportation projects located in Fort Bend County, Texas, as part of County’s Public Transportation Programs, hereinafter referred to as the “Project;” and,

WHEREAS, County desires that Contractor provide “Project” services (hereinafter “Services”) pursuant to RFP 15-072; and

WHEREAS, County desires to enter into this Agreement for the performance by Contractor of professional services related to the Project; and,

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

**SECTION I
STATEMENT OF WORK**

1.01 Contractor shall render professional Services to County as defined in the Statement of Work (attached hereto as Attachment A).

1.02 Contractor shall use best efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the professional standard of care provided by contractors in similar projects. Contractor shall use its best efforts to ensure that all services provided hereunder shall be suitable for their intended use.

1.03 Contractor shall use best efforts and measures to implement its responsibilities under this Agreement to safeguard County against defects and deficiencies in the completed services

provided under this Agreement. However, Contractor will promptly inform County whenever defects and deficiencies in the completed service are observed, or when any observed actions or omissions are undertaken which are not in the best interest of County.

1.04 At the request of County, Contractor shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of County, or at the site of the Project, or at area funding agency sites.

1.05 All work provided under this agreement shall conform to and be in the format required by federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, The Federal Highways Administration, the Environmental Protection Agency, Texas Commission on Environmental Quality, and The Texas Department of Transportation are applicable to these projects. Other federal and local funding sources may impose additional and/or differing requirements.

SECTION II WORK AUTHORIZATIONS

2.01 County will issue Work Authorizations using the form included as Attachment B to authorize all work provided by Contractor under this Agreement. Contractor must sign and return a Work Authorization to County within fourteen (14) working days after receipt. Refusal of Contractor to accept a Work Authorization shall be grounds for termination of this Agreement by County.

2.02 Each Work Authorization shall specify the types of Services to be performed and shall include: (a) a period of performance with a beginning and ending date; (B) a full description of the work to be performed; (C) a work schedule with milestones; (D) a cost not to exceed amount; (E) the basis of payment (i.e. cost plus fixed fee, unit cost, lump sum, or specified rate; and (F) a Work Authorization budget calculated using rates set forth in Attachment C (Personnel Rates).

2.03 Contractor shall not include additional terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and this Agreement, the terms and conditions of this Agreement shall prevail and govern the work and costs incurred.

2.04 Contractor shall not provide any Services under this Agreement or begin any work until authorized by County in a fully executed Work Authorization. County will not pay any items of cost that are not included in a fully executed Work Authorization. Costs incurred by Contractor before a Work Authorization is fully executed or after the completion date specified in the Work Authorization shall not be subject to payment or reimbursement.

2.05 All services provided by Contractor must be completed on or before the completion date specified in the Work Authorization, and no Work Authorization completion date shall extend beyond the contract period set forth in Section V of this Agreement.

2.06 In the event Contractor determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, Contractor shall promptly notify County and County may, at its sole discretion, extend the Work Authorization period by execution of an amended Work Authorization, using the form attached hereto as Attachment B.

2.07 Work Authorizations are issued at the discretion of County. While it is County's intent to issue Work Authorizations hereunder, Contractor shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.

2.08 Each Work Authorization shall be signed by all parties and shall become a part of this Agreement. No Work Authorizations will waive County or Contractor's responsibilities and obligations established in this Agreement. Contractor shall promptly notify County of any event that will affect completion of the Work Authorization.

2.09 Before additional work may be performed or additional costs incurred, a new additional or supplemental Work Authorization shall be enacted in writing in the same form identified and attached hereto as Attachment B. All parties must execute a supplemental Work Authorization within the period of performance specified in the Work Authorization. County shall not be responsible for actions by Contractor or any costs incurred by Contractor prior to the execution of the Work Authorization. Contractor shall allow adequate time for review and approval of the supplemental Work Authorization by County prior to expiration of the Work Authorization. Under no circumstances shall a Work Authorization be allowed to extend beyond this Agreement's expiration date as detailed in Section V, unless an appropriate contract extension has been approved by the County and set forth in writing, nor will the total amount of funds exceed the not-to-exceed amount set forth in Section III of this Agreement unless an appropriate contract amendment has been approved by the County and set forth in writing.

2.10 Upon satisfactory completion of the Work Authorization as determined by County, Contractor shall submit the deliverables as specified in the executed Work Authorization to County for review and acceptance.

SECTION III COMPENSATION AND PAYMENT

3.01 Contractor's fees shall be calculated at the rates set forth in the attached Attachment C. The Maximum Compensation for the performance of Services within the Statement of Work described in Attachment A is six hundred and fifty thousand dollars and no/100 (\$650,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. The not to exceed Maximum Compensation represents only the amount expected to be spent on this Agreement. County will only compensate Contractor for fees specifically set forth in the Work Authorization. Contractor clearly understands that the County is under no obligation to pay the full amount of six hundred and fifty thousand dollars and no/100 (\$650,000.00).

3.02 All performance of the Statement of Work and/or Work Authorizations by Contractor including any changes in the Statement of Work and/or Work Authorizations or revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.03 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, identified in an approved Work Authorization and in accordance with the payment terms set out in an approved Work Authorization, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County which may include a progress report indicating that the percent complete for milestones identified in the applicable Work Authorization. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward them to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days of receipt of an approved invoice. County reserves the right to withhold payment pending verification of satisfactory work performed.

3.04 County reserves the right to negotiate hours, staffing, and other service requirements before issuance of each Work Authorization.

3.05 No increase in the personnel hourly rates described in Attachment C will be allowed in years one or two of the contract. Increases will be considered in years three, four and five. Increases are not automatic. Contractor must request a rate increase. In the event that an increase is approved by the County in years three, four and/or five, the maximum personnel rate increase will be no more than four percent (4%). Hourly personnel rate increases will apply only to task orders issued after the effective change order for rate increases and revised Attachment C has been approved by the County. Retroactive rate increases will not be allowed.

3.06 Progress payments for authorized work detailed in Work Authorizations will be made when Contractor has attained a level of completion equal to or greater than agreed upon milestones of completion, as determined jointly by County and Contractor in good faith and reasonable judgment.

3.07 Contractor shall not provide any services under this Agreement until authorized by County in writing.

SECTION IV LIMIT OF APPROPRIATION

4.01 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of six hundred and fifty thousand dollars and no/100 (\$650,000.00) which shall include reimbursables, if any, specifically allocated to fully discharge any and all liabilities County may incur.

4.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable

to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed six hundred and fifty thousand dollars and no/100 (\$650,000.00) for described Statement of Work and for Scope of Services in all executed Work Authorizations.

4.03 It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

SECTION V TIME OF PERFORMANCE

5.01 This Agreement shall become effective upon execution of the last party and shall terminate on or before five (5) years thereafter.

5.02 Services described in a written and executed Work Authorization shall be completed in accordance with the schedules provided in the Work Authorization or within such additional time as may be extended in writing by the County.

SECTION VI TERMINATION

6.01 Termination for Convenience

6.01.1 County may terminate this Agreement at any time by providing thirty (30) days written notice to Contractor.

6.02 Termination for Default

6.02.1 County may terminate this Agreement in whole or any part of this Agreement for cause in the following circumstances:

6.02.2 If Contractor fails to perform services within the time specified in the Work Authorization or any supplemental Work Authorization or any extension thereof granted by the County in writing;

6.02.3 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

6.02.4 If after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6.01 above.

6.03 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section III above, for those approved services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section III above. Copies of all completed or partially completed designs, drawings, electronic data files and specifications and reports of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

6.04 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Dates, shall thereafter be paid to the Contractor.

6.05 Either party may terminate this Agreement for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter.

SECTION VII OWNERSHIP AND REUSE OF DOCUMENTS

7.01 All documents, data, reports, research, graphic presentation materials, etc. developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section III for work performed. Contractor shall promptly furnish all such data and material to County on request.

7.02 All intellectual property including trademarks, trade names, service marks, logos, or copyrighted materials of County are permitted only for use in connection with this Agreement and shall not be used without County's consent. County shall be the owner of all intellectual property rights of the Services rendered hereunder, including all rights of copyright therein. County and Contractor agree that the Services provided are a "work for hire" as the term is used in the federal Copyright Act.

SECTION VIII PERSONNEL, EQUIPMENT, AND MATERIAL

8.01 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment or through subcontract for the timely performance of the professional services required under this Agreement. Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.

8.02 Save and except in instances in which the employment and/or independent consultant relationship is terminated with Contractor, County will approve assignment and release of all key personnel with regards to this Agreement and Contractor shall submit written notification of all key personnel changes for County's approval prior to the implementation of such changes. For the purpose of this agreement, key personnel are defined in Attachment D, Key Personnel.

8.03 Contractor warrants that all employees of Contractor shall have such skill, knowledge and experience as will enable them to perform the duties assigned to them. Any personnel who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.

8.04 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

8.05 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

8.06 Except as otherwise specified herein, Contractor shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

8.07 County shall provide to Contractor assistance in the coordination with all public and governmental entities.

SECTION IX CONTRACTOR'S INSURANCE REQUIREMENTS

9.01 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be changed or cancelled, without sixty (60) days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.01.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

9.01.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

9.01.03 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

9.01.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

9.01.5 Professional Liability insurance with limits not less than \$1,000,000.

9.02 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

9.03 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

9.04 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

SECTION X INDEMNIFICATION

10.01 **CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

10.02 Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the

fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.

10.03 CONTRACTOR'S DUTY TO INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

10.04 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.

In the event of any final judicial determination or award of any matter covered by this Section, County shall be responsible to Contractor and/or third parties, pro rata, for any negligence determined to have been caused by County.

10.05 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.

10.06 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.

10.05 Contractor shall cause all contractors and subcontractors who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify County and to hold County harmless from all claims for bodily injury and property damage that may arise from said contractor or subcontractor's operations. Such provisions shall be in form satisfactory to County.

10.06 County shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor providing such insurance.

10.07 The provisions of this Section shall survive the expiration or termination of the Agreement.

SECTION XI
DISPUTE RESOLUTION

11.01 The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to mediation.

11.02 The party requesting mediation shall notify the other party in writing of the dispute desire to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.

11.03 Each party shall be responsible for its own costs associated with the mediation.

The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

XII
NOTICE

12.01 Each party giving any notice or making any request, demand or other communication (each a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

12.02 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

If to County:

Paulette Shelton
Director, Public Transportation
Fort Bend County
12550 Emily Court, Suite 400
Sugar Land, Texas 77478

With a copy to:

Fort Bend County
Attention: County Judge
401 Jackson, First Floor
Richmond, Texas 77469

If to Contractor:

WSP | Parsons Brinckerhoff (WSP|PB)
Woodrow Owens, Vice President
16200 Park Row, Suite 200
Houston, Texas 77084

12.03 A Notice is effective only if the party giving or making the Notice has complied with subsection 12.01 and 12.02 and if the addressee has received the Notice. A Notice is deemed received as follows:

12.03.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

12.03.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of any change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

SECTION XIII REPORTS OF ACCIDENTS

13.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Contractor), Contractor shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto.

13.02 Contractor shall also immediately send County a copy of any summons, subpoena, notice, or other documents served upon Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Contractor's performance of work under this Agreement.

SECTION XIV LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating County and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of County shall have any personal obligation hereunder.

SECTION XV SUCCESSORS AND ASSIGNS

15.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

15.02 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

SECTION XVI PUBLICITY

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of Fort Bend County, except where required to do so by law.

SECTION XVII MODIFICATIONS AND WAIVERS

17.01 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

17.02 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

17.03 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

SECTION XVIII NO FEDERAL OBLIGATION TO THIRD PARTIES

County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

SECTION XIX PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT AND RELATED ACTS

19.01 Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it

makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

19.02 Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

19.03 Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SECTION XX ACCESS TO RECORDS

20.01 Contractor agrees to provide County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, verification of amount of work performed and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

20.02 Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

SECTION XXI CONFIDENTIAL AND PROPRIETARY INFORMATION

21.01 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire

information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

21.02 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

21.03 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

21.04 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

21.05 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

SECTION XXII FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

SECTION XXIII CIVIL RIGHTS REQUIREMENTS

23.01 The following requirements apply to the underlying contract:

23.01.1 Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

23.01.2 Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

23.01.3 Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and

Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

23.01.4 Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

23.01.5 Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

23.02 Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

SECTION XXIV DISADVANTAGED BUSINESS ENTERPRISES

24.01 This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

24.02 Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as County deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see 49 CFR 26.13(b)*).

24.03 The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

24.04 Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from County. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Contract is satisfactorily completed.

24.05 Contractor must promptly notify County whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of County.

SECTION XXV INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause County to be in violation of the FTA terms and conditions.

SECTION XXVI GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

26.01 This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

26.02 Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

26.03 By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION XXVII LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

SECTION XXVIII CLEAN AIR

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION XXIX CLEAN WATER

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION XXX ENERGY CONSERVATION

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

SECTION XXXI
ACCESS FOR INDIVIDUALS WITH DISABILITIES

31.01 Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

- 31.01.1 U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- 31.01.2 U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- 31.01.3 Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38
- 31.01.4 U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- 31.01.5 U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- 31.01.6 U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- 31.01.7 U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- 31.01.8 U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- 31.01.9 U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- 31.01.10 FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- 31.01.11 Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

SECTION XXXII
PERFORMANCE WARRANTY

32.01 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

32.02 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Attachment A and in each subsequent Work Authorization.

SECTION XXXIII
MISCELLANEOUS

33.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

33.02 Nothing contained in this Agreement shall create any rights or obligations upon any person other than the parties.

33.04 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

33.04 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

33.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising out of or related to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

33.06 Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

33.07 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

SECTION XXXIV
CONFLICT

34.01 In the event there is a conflict between this Agreement and the attached Attachment(s), this Agreement controls.

34.02 Contractor shall, during the term of this Agreement, perform services as are required to fulfill County's needs as described in County's Request for Proposals No. 15-072 (hereinafter "RFP") and Contractor's Proposal dated May 28, 2015. Contractor's Proposal is incorporated as if a part of this Agreement. In the event of a conflict between the Contractor's Proposal and the provisions of this Agreement, the Agreement will control.

SECTION XXXV
ATTACHMENTS

The Attachments attached to this Agreement, which consists of the following and are incorporated herein by reference as if set forth verbatim:

Attachment A	Statement of Work
Attachment B	Sample Work Authorization
Attachment C	Personnel Rates and Sub-Rates
Attachment D	PB-Key Personnel
Attachment E	Reimbursable Expenses

{Execution Page Follows}
{Remainder Left Intentionally Blank}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the _____ day of _____, 2015.

FORT BEND COUNTY:

Robert E. Hebert, County Judge

Date

Attest:

Laura Richard, County Clerk

WSP | Parsons Brinckerhoff (WSP | PB):

Woodrow Owens
Vice President

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available and limited to the amount of \$_____ to accomplish and pay a portion of the obligation of Fort Bend County under the terms of this contract. Increases to this certification are contingent upon receipt of additional federal grant awards and Commissioners Court approval.

Ed Sturdivant, Fort Bend County Auditor

ATTACHMENT A

COST PROPOSAL SPREADSHEET
SCOPE OF WORK

Scope of Work For On-Call Planning Consulting Services

WSP | Parsons Brinckerhoff (WSP|PB) provides this scope of work for the on-call general planning consultant services for Fort Bend County's Public Transportation (FBCPT) Department.

1.0 Financing/Funding

WSP|PB will assist the County in qualifying for FTA, TXDOT, FHWA and other State/Federal funding sources according to federal, state or other funding source procedures and policies. Activities will include preparation of grant applications, meetings with funding agencies, etc. Further activities to include preparation and follow-through to completion of pre-award authority requests and documentation, research and consultation regarding the transportation project financing and issues, appropriate filings, activities and/or correspondence related to financial applications and /or compliance.

WSP|PB will work directly with Fort Bend County representatives to formulate strategies for pursuit of funding from various resources, including pursuit of federal, state, and MPO funding resources, as well as identification of local match opportunities (state toll road credits, land donation, advanced spending authority, etc.). Activities under this task will also include development of applications and materials related to special calls for projects such as the Transportation Alternatives Program (TAP) and the development of supporting air quality and other project benefits documents as applicable. Preparation of all required documents, analysis reports, response to information requests, and attendance at related meetings will be provided.

Deliverables: Financial data and analyses as required; preparation of grant applications; grant funding reports; support for triennial reviews; financial plans for short-range and long-range planning; other financial analyses services as needed; preparation of all supporting documents for grant applications; attendance at all necessary meetings related to funding issues; and development of plans for grant pursuits.

2.0 Coordination/Continuation of Transportation Services

WSP|PB will provide professional assistance in developing plans and recommendations for implementation and continuation of public transportation services. WSP|PB will research any associated issues related to service implementation and/or continuation with federal and local funding. Other services may include, but not be limited to, preparation of planning documents and reports, preparation of operating plans, preparation and conduct of related public meetings/hearings, and if required, serve as the County's representative at meetings and/or during negotiations. Associated research, funding scenarios, financing options, service planning, recommendations, coordination among agencies, meeting attendance, etc. will be provided.

WSP|PB will assist FBCPT with coordination and the development of agreements with a variety of departments within Fort Bend County and external agencies such as municipalities, regional planning agencies, transit authorities and others, to plan services and facilities, secure funding, implement operating plans, and construct transit infrastructure and many other tasks. We will provide on-going monitoring of state and federal statutes, guidance, rule-making, circulars, appropriations and other legislative and regulatory actions essential to continued and smooth functioning of the transit system.

WSP|PB will represent FBCPT, as needed, on interagency and regional working groups related to transportation planning, infrastructure development, and systems operations.

Deliverables: Representation at meetings as required and requested; research and summaries/presentations on state and federal regulatory requirements; and other coordination services as needed.

3.0 General Transportation Planning

WSP|PB will assist the County in the preparation of its ongoing grant applications to local, state and federal agencies. These activities will include assistance with filing grant applications and reports in the federal TEAM system. We will oversee and provide guidance on procurements to insure compliance with federal procurement requirements and address federal project management requirements where and when necessary. This task will include coordination with the Houston-Galveston Area Council, necessary amendments to the Regional Transportation Plan (RTP), the Transportation Improvement Program (TIP) and the Unified Planning Work Program (UPWP).

Deliverables: We will provide guidance, reports and other appropriate services, as needed, in the areas of:

1. Alternative alignment mode analysis
2. Conceptual cost estimation (facilities planning)
3. Geographic Information System activities
4. Transit mode planning (fixed route, commuter, ADA, demand response, rail, etc.)
5. Public participation plans and processes
6. Ridership projections
7. Station location analysis
8. Transit friendly design concepts
9. Travel demand analysis
10. Transportation modeling
11. Transportation planning – short and long-range
12. Transit operations planning
13. Traffic analysis

14. Visual simulation
15. Transit oriented development/public private partnership
16. Financial plan
17. Civil Rights, Title VI
18. Environmental/NEPA support
19. Other general transportation planning services as needed

4.0 Long-range Capital Improvement Program

FBC Public Transportation's long-range transit plan identifies a vision for the future expansion of transit services throughout the county. The long-range transit plan prioritizes goals and projects for transit growth and connects land use and transportation strategies. WSP|PB will review, refine and update the Fort Bend County Transit System long-range Capital Improvement Program. We will evaluate the financial and operational necessity, feasibility, and impact of projects Fort Bend Transit System capital improvement projects outlined in the RTP. WSP|PB will review projects recommended in the Fort Bend County Transit short range plan along with projects in the preliminary planning and discussion stages and liaison with the Transit Director, county engineer, county Commissioners, and other stakeholders to identify projects for inclusion in the long range plan. We will update the long-range Capital Improvement Program to include service, fleet, facility, maintenance, and staffing requirements required by service growth estimates of Fort Bend Transit System's existing and projected metropolitan and rural service area.

WSP|PB will analyze benefits and costs of the program of projects included in the long-range transit plan against the goals, objectives and priorities that the county has established. WSP|PB will utilize performance-related measures to assess and select projects and services to be included in the capital program. Based on that evaluation, the program of projects will be ordered in terms of expected implementation. The result will be long-range (11-20 years), mid-range (6-10 years) and short –range (1- 5 years) programs of capital projects.

We will look at long term needs in the context of demographic and market trends; local and regional goals for transportation investments; ease of implementation; and, an assessment of the benefits and costs of investments compared to one another and compared to the FBCPT's objectives. We will correlate our recommendations with other planned FBC infrastructure improvements and land use requirements.

Deliverables: Data collection and analysis activities in support of projects as required by Fort Bend County and other planning agencies; completion and submission of forms and documentation required by planning agencies; periodic review an update of the long-range capital improvement program (to include at least one annual review and reviews as required for project development and implementation); develop performance measures; update the long-range capital improvement program; evaluate the program of projects based on approved performance

measures; prepare reports/presentations as necessary for Commissioner's Court or other appropriate jurisdictions; and support public involvement activities associated with the long-range capital improvement program.

5.0 Short-range Capital Improvement Program

Projects in the capital programs will be updated regularly to reflect changing circumstances and priorities. Projects in the short-range program will be described in greater detail than projects in the long-range program. Short-range capital projects will be sufficiently developed to provide estimated costs per year for planning, design, engineering, construction, operations and maintenance. Other information, such as emissions analyses, right-of-way requirements, utilities evaluation, and etc., will be included as necessary.

WSP|PB will obtain, perform or engage the performance of any related data collection activity and/or data analysis elements needed to provide appropriate resource and back up materials for projects as required by Fort Bend County and/or planning/financing agencies. We will complete and submit various form and documentation as needed for project development. WSP|PB will work with and provide assistance to local, state and federal agency representatives, elected officials, and/or private sector representatives as necessary in support of Fort Bend County's projects. We will monitor and assist with funding applications, present project or proposal information to various groups, and assist with any required or recommended public information process as applicable.

Deliverables: A list of projects that are sufficiently detailed to understand costs and implementation dates and a 5-year budget for each capital project and the project development elements that will be undertaken in each fiscal year; quarterly review and updates of the short-range capital improvement program to monitor progress; coordination with other departments and agencies to understand problems and identify solutions to keep projects on schedule; an annual update of the program of projects; and reports/presentations to describe status of program.

6.0 Economic Development Projects

One of the goals stated in Fort Bend County's Subregional Plan is to "identify and prioritize nodes for increased development focus, regional destinations, and opportunities for redevelopment." WSP|PB will work with Fort Bend County, local governments and private entities to develop a policy framework that strengthens the relationship between land use, economic development and transportation in Fort Bend County. The policy framework will define effective planning and regulatory mechanisms related to planning, urban design, parking management, zoning, housing and financing strategies.

WSP|PB will assist Fort bend County to initiate and complete efforts to include Transit Oriented Development projects and public private partnerships as viable options ad projects within the County by providing recruitment assistance, data and information regarding Fort Bend County

activities. We will facilitate private sector, Fort Bend County, and local municipal government interface regarding development objectives and serve as an interface between local governments, property owners and interested investors.

WSP|PB will assist Fort Bend County in exploring and developing residential projects within the County that include transportation access and design amenities. We will analyze available grant funding programs and assist County staff in the development of project funding frameworks and serve as liaison between the County, project developers and funding agencies as necessary.

Deliverables: Development of design standards and a land use policy to facilitate the development of TOD; consultation and coordination with other agencies and the private sector to explore public/private participation opportunities; and development of a toolkit for funding incentives.

7.0 Development Agreements

The development agreement outlines the obligations and expectations of the parties. It is an essential planning tool that allows public agencies greater latitude to advance local planning policies, sometimes in new and creative ways. It protects parties to the agreement by defining policies, procedures, legal requirements and acceptable practices in the development of public/private facilities.

WSP|PB will provide a menu of applicable best practice development agreement components for each project which emerges in desired TOD locations and provide assistance in drafting the deal points. Development agreement templates can be created as a guide for the communities to assist in the orderly development of TOD stations or facilities. In addition, many of the communities are zoned; therefore recommendations on revised ordinance amendments may also be necessary. Analysis of physical project components, infrastructure requirements and timing, local impact mitigation measures, and financing flows and returns to interested parties will be among the services the team will offer to public sector entities with whom a private sector developer needs to engage.

Deliverables: Development agreement templates; presentations to interested parties; local ordinance templates; market analyses; and coordination with local governments and private sector.

8.0 PROJECT ADMINISTRATION COMPONENTS

Planning Assistance

WSP|PB will provide assistance for on-going planning activities and for special planning studies as deemed necessary.

Deliverables: Assistance with FTA regulatory compliance; NEPA documentation for New Starts/Small Starts; transit facility design, construction and management; and, economic development and public/private partnerships.

Intergovernmental Liaison

WSP|PB will assist FBCPT in its role in the regional planning process to forge partnerships with other agencies in the greater Houston region and to use those partnerships to support transit service in Fort Bend County. Excellent stakeholder relations with the FTA and other federal agencies, local government agencies, non-profits, the business community and the metropolitan planning organization will be a primary objective.

Deliverables: Representation at meetings/conferences/workshops as appropriate and necessary; and ongoing advocacy for public transportation in the region.

Contractor Assistance

WSP|PB will provide project management and oversight as requested for several projects in various stages of planning and development.

Deliverables: Assist the department in overseeing its capital projects, providing advice and guidance on project development, and facilitating communications between contractors, the Public Transportation Department and other departments within Fort Bend County, as well as external agencies.

Revenue Agreements

Revenue agreements are potentially viable revenue sources for FBC Public Transportation but they must be carefully structured to ensure that the department's interests are protected and advance its goals. At the department's request, a team of advisors would be formed to provide support from conceptualization to negotiation, through final monitoring of the execution of the partnership, including development of Requests for Proposals (RFPs) that include performance goals. They will help to ensure that any agreement includes a detailed description of the responsibilities, risks and benefits of both the public and private partners. While the PB Team cannot provide legal services, it can provide the knowledge and capability to help protect the department's interest and assist in the development of potentially new revenue streams.

Deliverables: Advice and consultation on revenue agreements including concession agreements, advertising agreements, and miscellaneous agreements including, but not limited to, development of Requests for Proposals, contract documents, agreements and/or assistance/recommendation/consulting in the preparation of contracts and agreements. WSP|PB will work with Fort Bend County to ensure that all documents are developed and awarded in accordance with applicable federal, state and local regulations and requirements.

Project Management

WSP|PB is committed to keeping FBCPT informed of the status of task orders and to ensuring a high quality work process as well as deliverables. Regular and timely communications between key personnel and FBCPT will be established to avoid misunderstandings and delays.

Deliverables: For each work authorization, WSP|PB will provide a scope of work that will include a technical proposal for the work to be undertaken that defines staffing and deliverables; stakeholder engagement (as appropriate); a schedule with critical milestones, subtasks, client progress meetings and quality reviews; and a price proposal. The project manager will ensure compliance with DBE goals, prepare invoices, and all other administrative requirements.

ATTACHMENT B

WORK AUTHORIZATION

WORK AUTHORIZATION NO. ____
AGREEMENT FOR PROFESSIONAL SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section II of the Professional Services Agreement entered into by and between Fort Bend County, and WSP | Parsons Brinckerhoff (WSP|PB) (the Contractor), on the ____ day of _
_, ____.

PART I. The Contractor will perform professional services generally described as _
_____ in accordance with the project description attached hereto and made a part of this Work Authorization. The Contractor's Scope of Work, Labor Estimate, and Work Schedule are further detailed in Attachments A, B, and C, respectively, which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$ _
_. This amount is based upon fees set forth in Attachment A,

PART III. Payment to the Contractor for the services established under this Work Authorization shall be made in accordance with Section III of the Agreement.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a supplemental Work Authorization as provided in the Agreement.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE CONTRACTOR

FORT BEND COUNTY, TEXAS

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

WORK AUTHORIZATION
ATTACHMENT A
Contractor's Scope of Work

WORK AUTHORIZATION
ATTACHMENT B
Labor Estimate

WORK AUTHORIZATION
ATTACHMENT C
Work Schedule

ATTACHMENT C

PERSONNEL HOURLY RATES

FIRM	CLASSIFICATION	LOADED HOURLY RATE
WSP Parsons Brinckerhoff	Project Manager	\$ 165
	Communications Specialist	\$ 191
	Development Specialist	\$ 237
	Lead Engineer	\$ 138
	Sr. Planning Manager	\$ 198
	Lead Planner	\$ 126
	Sr. Fleet & Facilities Designer	\$ 284
	Principal Travel Demand Modeler	\$ 246
	Project Finance Consultant	\$ 326
	Principal Consultant 2	\$ 324
	Principal Consultant 1	\$ 212
	Sr. Planner	\$ 117

CDS Market Research	President / Project Director	\$ 175
	Vice President / Research Manager	\$ 140
	Sr. Market Analyst	\$ 110
	Market Analyst	\$ 90
Knudson, LP	President / COO	\$ 335
	Senior Vice President or Department Director	\$ 220
	Vice President, Senior Project Manager or Program Manager	\$ 205
	Project Manager	\$ 150
	Senior Landscape Architect	\$ 140
	Landscape Architect III	\$ 115
	Landscape Architect II	\$ 100
	Landscape Architect I	\$ 75
	Senior Planner	\$ 125
	Planner III	\$ 95
	Planner II	\$ 80
	Senior GIS Specialist	\$ 165
	GIS Specialist	\$ 135
	GIS Technician	\$ 75
	Principal Environmental Specialist (general consultation)	\$ 200
	Environmental Specialist I	\$ 110
	Environmental Specialist II	\$ 125
	Construction Manager / Admin	\$ 175
	Senior Administrative Support / Accounting	\$ 135

	Administrative Support / Accounting I	\$ 70
Nancy Edmonson	Principal	\$ 135
The Lentz Group	Principal	\$ 185
	Senior Project Manager	\$ 135
	Project Manager	\$ 90
	Public Involvement Specialist	\$ 85
	Public Involvement Coordinator	\$ 75
Traffic Engineers, Inc.	Senior Principal	\$ 255
	Principal	\$ 180
	Principal Associate	\$ 135
	Senior Associate	\$ 105
	Associate	\$ 80
	CADD/GIS Technician	\$ 75
	Analyst/Assistant	\$ 60

ATTACHMENT D

Key Personnel

PB Key Personnel

Pat Waskowiak
Leslie Wade
Laura Aldrete
Sirisha Pillalamarri
Robert Sutton
Jennifer Wang
Mark Probst*
Dawn McKinstry
Sean Libberton*
Nick Amrhein*
Nathan Macek*

Role

Project Manager
Communications Specialist
Development Specialist
Lead Engineer
Sr. Planning Manager
Lead Planner
Sr. Fleet & Facilities Designer
Principal Travel Demand Modeler
Project Finance Consultant
Principle Consultant 2
Principal Consultant 1

*Strategic Consultant

Subcontractors

CDS Market Research

Knudson, LP

Nancy Edmonson

The Lentz Group

Traffic Engineers

ATTACHMENT E**Reimbursable Expenses:****1. Transportation (out of region only)**

Parking	Per state & county guidance
Mileage	Per state & county guidance
Air fare	Per state & county guidance
Lodging	Per state & county guidance
Meals & incidental expenses	Per state & county guidance
Rental car/taxi	Per state & county guidance
Bus/rail/toll	Per state & county guidance

2. Services

Copies	At cost
Postage/shipping/courier/delivery	At cost

3. Miscellaneous

Commercial reproduction	At cost
Public involvement - Meeting/hearing expenses	At cost
Environmental fees & permits	At cost

Receipts will be furnished for all reimbursable expenses.