

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AMENDMENT NO. 6 TO TRANSPORTATION SERVICES AGREEMENT
BETWEEN FORT BEND COUNTY AND FIRST TRANSIT, INC.
RFP 11-079**

THIS SIXTH AMENDMENT is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and First Transit, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Transportation Services Agreement between Fort Bend County and First Transit, Inc., on November 22, 2011, and as amended on December 20, 2011, February 28, 2012, November 28, 2014, September 27, 2016, and on November 7, 2017 (hereinafter the "Agreement"), attached hereto as Exhibit "B" and incorporated by reference; and

WHEREAS, maintenance expenses on the county owned fleet are increasing; and

WHEREAS County wishes to ensure a well-conditioned county fleet is available at contract end; and

WHEREAS County and Contractor desire to continue to positively affect driver and hourly staff turnover rates by increasing hourly rates;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Exhibit A of the Agreement is replaced with "Exhibit A – 6th Amendment New Rate Schedule", attached hereto and incorporated by reference, which raises the rates for services rendered by 4.96%, effective January 2, 2018.
2. In addition, Contractor agrees to provide all labor and materials necessary to remove and replace a minimum of three (3) cummings/freightliner engines, five (5) Duramax/Chevrolet engines, and two (2) Chevrolet transmissions in the County owned fleet. The Fort Bend County Transportation Director, or designee, shall notify Contractor in writing of the specific vehicles in which these replacements will be done. All replacements shall be completed and vehicles back in service by August 31, 2018.
3. This Amendment shall be in effect as of the date of full execution of signatures by both Parties.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

FIRST TRANSIT, INC.

Robert E. Hebert, County Judge

John Mathews
Authorized Agent- Signature

ATTEST:

John Mathews
Authorized Agent- Printed Name

Senior Vice President
Title

Laura Richard, County Clerk

12/20/17
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant, County Auditor

- EXHIBT A: 6th Amendment New Rate Schedule
- EXHIBIT B: Transportation Agreement with First Transit including:
 - First Amendment to Transportation Agreement,
 - Second Amendment to Transportation Agreement,
 - Third Amendment to Transportation Agreement,
 - Fourth Amendment to Transportation Agreement and
 - Fifth Amendment to Transportation Agreement

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EXHIBIT A

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SERVICE DESCRIPTION	JANUARY 2, 2013 THROUGH SEPTEMBER 30, 2013			SEPTEMBER 1, 2016 THROUGH DECEMBER 31, 2017			NOVEMBER 1, 2014 THROUGH AUGUST 31, 2016			MAY 1, 2013 THROUGH OCTOBER 31, 2014			JANUARY 1, 2012 THROUGH APRIL 30, 2013						
	CONTRACTOR VEHICLE DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMITTEE PARK & RIDE	COUNTY VEHICLE DEMAND RESPONSE POINT DEVIATION	CONTRACTOR VEHICLE DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMITTEE PARK & RIDE	COUNTY VEHICLE DEMAND RESPONSE POINT DEVIATION	CONTRACTOR VEHICLE DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMITTEE PARK & RIDE	COUNTY VEHICLE DEMAND RESPONSE POINT DEVIATION	CONTRACTOR VEHICLE DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMITTEE PARK & RIDE	COUNTY VEHICLE DEMAND RESPONSE POINT DEVIATION	CONTRACTOR VEHICLE DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMITTEE PARK & RIDE	COUNTY VEHICLE DEMAND RESPONSE POINT DEVIATION				
ALL SERVICES - RATE PER VEHICLE PER SERVICE HOUR COMBINED COUNTY OWNED/CONTRACTOR OWNED FACILITY	\$60.91	\$59.04	\$49.01	\$47.14	\$58.03	\$56.25	\$46.69	\$44.91	\$55.97	\$54.19	\$44.63	\$43.85	\$52.80	\$51.12	\$42.10	\$40.42	\$52.24	\$47.19	\$41.54
TAXI COMBULTE SERVICE - RATE PER VEHICLE PER SERVICE HOUR COMBINED COUNTY OWNED/CONTRACTOR OWNED FACILITY																	\$52.38		\$38.24
GUARANTEED RIDE HOME RATE PRICE PER TRIP FOR REGISTER USERS	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2017-295829

Date Filed:
 12/20/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

First Transit, Inc
 Cincinnati, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

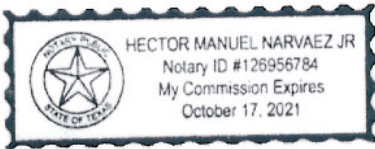
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

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 Bus Service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



md hr

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael David Honer, this the 20th day of December, 2017, to certify which, witness my hand and seal of office.

[Signature] _____
 Signature of officer administering oath

Hector M. Narvaez Jr.
 Printed name of officer administering oath

Notary Public of Texas
 Title of officer administering oath