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STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

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**SECOND AMENDMENT TO WORK AUTHORIZATION NO. 1 AGREEMENT FOR FINANCIAL
PLANNING SERVICES, RFP 13-021**

THIS AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Nancy R. Edmonson, Transportation Consulting, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

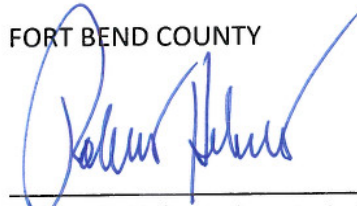
WHEREAS, the parties executed and accepted that certain Work Authorization No.1 on September 6, 2016, (hereinafter "WA No. 1"), and as amended on or about December 6, 2016, attached hereto as Exhibit A and incorporated by reference herein for all purposes; and

WHEREAS, the parties desire to extend the time of performance stated in Amendment No. 1 to Work Authorization No. 1;

NOW, THEREFORE, the parties do mutually agree to amend WA No. 1, Part IV to extend the time of performance to February 28, 2018.

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

FORT BEND COUNTY



Robert E. Hebert, County Judge

10-10-2017

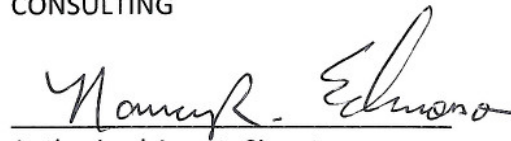


ATTEST:



Laura Richard, County Clerk

NANCY R. EDMONSON, TRANSPORTATION
CONSULTING



Authorized Agent- Signature

Owner

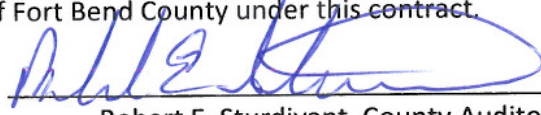
Title

10/2/17

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 35,100.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert E. Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

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**FIRST AMENDMENT TO WORK AUTHORIZATION NO. 1 AGREEMENT FOR FINANCIAL
PLANNING SERVICES, RFP 13-021**

THIS AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Nancy R. Edmonson, Transportation Consulting, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Work Authorization No.1 on September 6, 2016, (hereinafter "WA No. 1"), attached hereto as Exhibit A and incorporated by reference herein for all purposes; and

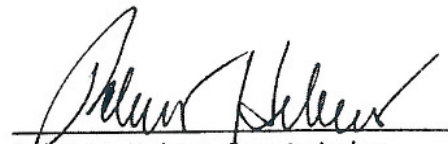
WHEREAS, the parties desire to extend the time of performance stated in Work Authorization No. 1;

NOW, THEREFORE, the parties do mutually agree to amend WA No. 1, Part IV to extend the time of performance to December 31, 2017.

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

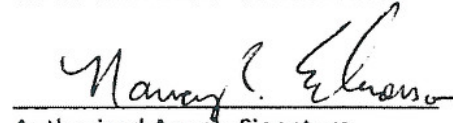
FORT BEND COUNTY

NANCY R. EDMONSON,
TRANSPORTATION CONSULTING



Robert E. Hebert, County Judge

12-6-2016

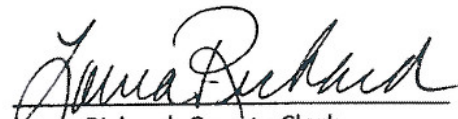


Authorized Agent- Signature

Owner
Title

11/14/16
Date

ATTEST:



Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of
\$ 35,100⁰² to accomplish and pay the obligation of Fort Bend
County under this contract.

A handwritten signature in black ink, appearing to read "Robert E. Sturdivant", is written over a horizontal line.

Robert E. Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS

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COUNTY OF FORT BEND

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**WORK AUTHORIZATION NO. 1
AGREEMENT FOR FINANCIAL PLANNING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I of the Professional Services Agreement entered into by and between Fort Bend County, (the "County") and Nancy R. Edmonson, Transportation Consulting, a company authorized to conduct business in the State of Texas (the "Contractor").

PART I. The Contractor will perform professional services generally described as financial planning services 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 Attachment A, attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is thirty-five thousand one dollars and no cents (\$35,100.00). 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 Article III of the Agreement.

PART IV. This Work Authorization shall become effective on the date of notice to proceed from the County and shall terminate sixty (60) days from that date, unless extended by an Amendment to this Work Authorization as provided in the Agreement.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement for Financial Planning Services, attached here as Attachment B.

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

*{Execution Page Follows}
{Remainder Intentionally Left Blank}*

FORT BEND COUNTY


Robert E. Hebert, County Judge

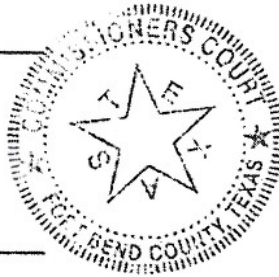
9-6-2016
Date

ATTEST:


Laura Richard, County Clerk

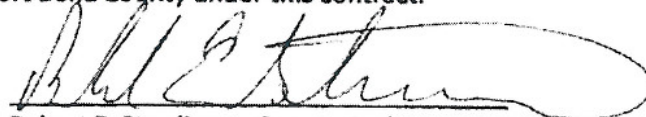
Reviewed by:


(Department Head)
Paulette Shelton
Director Public Transportation



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$35,100⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.


Robert E. Sturdivant, County Auditor

NANCY R. EDMONSON,
TRANSPORTATION CONSULTING


Authorized Agent- Signature

Nancy R. Edmonson
Authorized Agent- Printed Name

Owner
Title

8/22/2016
Date

**WORKAUTHORIZATION
ATTACHMENT A**

**Fort Bend County Public Transportation Financial Planning Services
Nancy Edmonson, Transportation Consulting**

**SCOPE OF WORK FOR PROFESSIONAL SERVICES
Work Authorization 1
Financial Analysis of Various Operating Structures**

Background

Fort Bend County (FBC) Transit currently utilizes the services of a turnkey provider for the daily operations and maintenance of the transit fleet in delivery of commuter, point deviation, and demand response services. As part of the agreement between the two parties FBC Transit supplies the fleet, fuel, and an operations facility. This facility houses the operator's administrative staff, drivers, and dispatchers while also providing space for mechanical maintenance and storage of the fleet. Simultaneously, FBC Transit program administration and reservation/scheduling staff are housed at a separate location. The contract between these two parties will expire in December of 2017.

FBC Transit will begin construction on a new facility in the fall of 2016 with an anticipated opening date of late 2017. The new facility will collocate both of the aforementioned administrative and operations programs into one facility. As such, FBC Transit would like to examine the various options for its operating structure prior to the move. Options ranging from 100% contracted operations to 100% in house operations along with any combination in between should be reviewed in an effort to identify optimal performance, cost efficiency, and customer satisfaction.

The results of these tasks will assist FBC Transit in determining how it will structure the Request for Proposal that it issues for contractor services in 2017 including whether or not one is issued at all. Ideally, the tasks will also help define what, if any, services/functions should be priced separately or together, which ones should be rolled together, and which cost elements should be involved in a turnkey rate proposal.

Scope of Services

Task 1: Financial Impact of In-House versus Contractor Operations

In anticipation of the expiration of FBC Transit's contract for transit operations, the Consultant will gather data needed to accurately compare the cost of in-house operations of the transit services versus a contractor's rate. Analysis will include considerations on the impact of in-house operations in regards to management support, departmental support functions (such as dispatch), as well as County overhead and support functions including, but not limited to, maintenance, human resources, risk management, and legal. Long term impact on capital investments and requirements will be evaluated as well. Various scenarios as defined by FBC Transit with variations on which services and functions are contracted out will be analyzed and compared.

Deliverable: Technical memorandum summarizing estimated in-house cost of various functions including: commuter bus operations, demand-response operations, point deviated route operations,

**Fort Bend County Public Transportation Financial Planning Services
Nancy Edmonson, Transportation Consulting**

**SCOPE OF WORK FOR PROFESSIONAL SERVICES
Work Authorization 1
Financial Analysis of Various Operating Structures**

dispatch, scheduling, vehicle maintenance, and vehicle ownership. Critical costing elements which should be required in turn-key proposals should also be identified.

Schedule: Work will begin no later than fifteen (15 days) after execution of work authorization. The draft technical memorandum will be complete within four months of task initiation with the final report delivered no later than two weeks after receipt of comments from FBC Transit.

Task 2: Development of Request for Proposal (RFP) for Contractor Services

Should FBC Transit decide to move forward with the solicitation of proposals for any or all of its transit services and functions, the Consultant will assist FBC Transit with the development of a Request for Proposal (RFP). The development of the RFP will include: proposal format, turn-key rate elements, performance standards, bid evaluation matrix, etc. Consultant will be expected to attend any pre-proposal conferences or other meetings wherein the proposal process is discussed.

Deliverable: Necessary proposal documents including, but not limited to: proposal format, turn-key rate elements, performance standards, and proposal evaluation matrix.

Schedule: Work will begin approximately thirty (30) days after the completion of Task 1.

Task 3: Evaluation of RFP Responses for Contractor Services

Provided that FBC Transit does indeed issue a RFP for contractor services the Consultant will be expected to assist in the evaluation process of the responses received. The evaluation will be based in part on the analytical data collected in Task 1, as well as the evaluation matrix developed in Task 2.

Deliverable: Technical memorandum summarizing the comparative analysis of each response and the ultimate recommendation of the Consultant.

Schedule: Work will begin within one (1) week of the closing date assigned to the proposal by the Purchasing Department and shall be completed within thirty (30) days of initiation. The technical memorandum will be delivered no more than two (2) weeks after receipt of comments from FBC Transit.

Task 4: Contingent Task

If it is determined a contingency task is needed during performance of the work order, a written Notice to Proceed will be authorized by the Director of Transportation. If a contingency task is not authorized, these funds cannot be spent. The Notice to Proceed will describe the service(s) to be performed and deliverable(s) to be completed if needed.

Deliverable: To be determined.

Schedule: To be determined.

**Fort Bend County Public Transportation Financial Planning Services
Nancy Edmonson, Transportation Consulting**

**SCOPE OF WORK FOR PROFESSIONAL SERVICES
Work Authorization 1
Financial Analysis of Various Operating Structures**

Budget

	Rate	Hours	Total
Task 1: Financial Impact	\$135.00	100	\$13,500.00
Task 2: RFP Development	\$135.00	80	\$10,800.00
Task 3: RFP Evaluation	\$135.00	40	\$5,400.00
Task 4: Contingent Task	\$135.00	40	\$5,400.00
Total Project Cost:			\$35,100.00

WORK AUTHORIZATION ATTACHMENT B

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR FINANCIAL PLANNING SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Nancy R. Edmonson, Transportation Consulting (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide financial planning services related to County transportation services (hereinafter "Services") pursuant to RFP 13-021; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

AGREEMENT

Article I. Scope of Services

1.1 Contractor shall render Services to County as defined in each executed Work Authorization.

1.2 Each Work Authorization shall specify the types of services to be performed and will include the following:

- 1.2.1 A period of performance with a beginning and ending date;
- 1.2.2 A full description of the work to be performed;
- 1.2.3 A work schedule with milestones;
- 1.2.4 A cost not to exceed amount; and
- 1.2.5 A budget.

Article II. Personnel

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

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Article III. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. Rates for employees or subcontractors not included in the attached Exhibit A will be negotiated at the time of issuance of the applicable Work Authorization. Hourly rates are inclusive of all direct costs and overhead. Unusual direct costs that might be incurred such as formal report or grant document preparation, color printing, binding, etc. will be negotiated at the time of issuance of the applicable Work Authorization. Regional travel costs associated with travel within Harris and surrounding Counties area will not be reimbursed. Contractor's travel expenses for out of region travel expenses associated with the Agreement shall be reimbursed at cost upon proper submission of expense records to County, subject to the terms of the County Travel Reimbursement Requirements for Fort Bend County Employees. The Maximum Compensation for the performance of the Services is three hundred thousand dollars and no/100 (\$300,000). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved amendment.

3.2 All performance of the Services by Contractor including any changes in the Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in a 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. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Limit of Appropriation

4.1 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 three hundred thousand dollars and no/100 (\$300,000), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 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 three hundred thousand dollars and no/100 (\$300,000).

Article V. Time of Performance

5.1 This Agreement shall become effective upon execution of the last party and shall terminate on or before five years from the date of execution by the last party.

5.2 Services described in written Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended in writing by County.

5.3 Any services provided by Contractor or any costs incurred by Contractor before issuance of a Work Authorization or after the expiration of a Work Authorization shall be ineligible for payment or reimbursement.

Article VI. Modifications and Waivers

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

6.2 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.

6.3 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.

Article VII. Termination

7.1 Termination for Convenience

7.1.1 Either party may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

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

7.2.1.1 If Contractor fails to perform services within the time specified in the Agreement or any extension thereof granted by County in writing;

7.2.1.2 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 or so fails to make progress as to endanger performance 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.

7.2.2 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 County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those 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 3 above.

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

Article VIII. Dispute Resolution

8.1 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.

8.2 The party requesting mediation shall notify the other party in writing of the dispute desired 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.

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

8.3 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.

Article IX. Ownership and Reuse of Documents

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 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Article X. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed. County's right to inspect survives the termination of this Agreement for a period of four years.

Article XI. Insurance

11.1 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 canceled, except on 30 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:

11.1.1 Workers' Compensation Insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability Insurance with limits of not less than \$500,000 per injury by accident, \$500,000 per injury by disease, and \$500,000 per bodily injury by disease.

11.1.2 Commercial general liability insurance with a limit of not less than \$100,000 each occurrence and \$300,000 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.

11.2 County and County elected and appointed officials shall be named as additional insured to all required coverage except for Workers' Compensation. 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.

11.3 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.

Article XII. Indemnity

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.

Article XIII. Confidential and Proprietary Information

13.1 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.

13.2 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.

13.3 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.

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

13.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOVT 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.

Article XIV. Independent Contractor

14.1 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.

14.2 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.

Article XV. Notices

15.1 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).

15.2 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:

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

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street, Suite 719
Richmond, Texas 77469

Contractor: Nancy R Edmonson, Transportation Consulting
2920 Todville Road
Seabrook, Texas 77586

15.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 15.1 and 15.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

15.3.1 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.

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

Article XVI. Compliance with Laws

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 by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XVII. Performance Warranty

17.1 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.

17.2 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 Exhibit A.

Article XVIII. Assignment and Delegation

18.1 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.

18.2 Neither party may delegate any performance under this Agreement.

18.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Article XIX. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive County's sovereign immunity.

Article XX. Successors and Assigns

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 the other party, in respect to all covenants of this Agreement.

Article XXI. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Article XXII. Severability

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.

Article XXIII. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of 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 County, except where required to do so by law.

Article XXIV. No Government 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.

Article XXV. Program Fraud and False or Fraudulent Statement and Related Acts

25.1 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.

25.2 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.

25.3 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.

Article XXVI. Access to Records and Reports

26.1 Contractor agrees to provide Fort Bend 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 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.

26.2 Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Fort Bend 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.

Article XXVII. 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 Fort Bend 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.

Article XXVIII. Civil Rights Requirements

28.1 The following requirements apply to the underlying contract:

28.1.1 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.

28.1.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

28.1.2.1 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.

28.1.2.2 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.

28.1.2.3 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.

28.2 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.

Article XXX. 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 Fort Bend County requests which would cause Fort Bend County to be in violation of the FTA terms and conditions.

Article XXX. Energy Conservation Requirements

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.

Article XXXI. Government-Wide Debarment and Suspension (Non-Procurement)

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. 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. 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 Fort Bend County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Fort Bend 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.

Article XXXII. 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.

Article XXXIII. 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.

Article XXXIV. 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.

Article XXXV. Disadvantaged Business Enterprise (DBE)

35.1 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 of 6% has been established for this procurement.

35.2 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 Fort Bend County deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

35.4 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 Fort Bend 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.

35.5 Contractor must promptly notify Fort Bend 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 Fort Bend County.

Article XXXVI. Captions

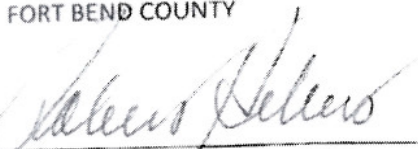
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Article XXXVII. Conflict

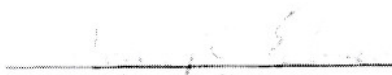
In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

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 26 day of January, 2013.

FORT BEND COUNTY



Robert E. Hebert, County Judge

NANCY R. EDMONSON, TRANSPORTATION
CONSULTING


Authorized Agent- Signature

Authorized Agent- Printed Name

ATTEST:


Dianne Wilson, County Clerk

Title

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$300,000⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A

RATES

Name	Rate
Nancy R. Edmonson	\$135/hour