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PLANNING, ENGINEERING, ENVIRONMENTAL ANALYSIS AND DESIGN SOQ 14-027

THIS FIFTH 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 Lockwood, Andrews & Newman, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Planning, Engineering, Environmental Analysis and Design SOQ 14-027 on April 1, 2014, (hereinafter "Agreement"), and as amended on November 13, 2015, September 6, 2016, May 2, 2017, and on February 13, 2018, attached hereto as ATTACHMENT A and incorporated by reference herein for all purposes; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement to the same extent as if fully set forth verbatim therein:

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

1. Exhibit C of the Agreement (which outlines the Contract Budget) will be replaced with the attached ATTACHMENT B "Exhibit C LAN Contract Amendment #5 Design Costs".
2. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Fifth Amendment and the Agreement for Planning, Engineering, Environmental Analysis and Design SOQ 14-027, the provisions of this Fifth Amendment shall prevail with regard to the conflict.

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

{Execution Page Follows}
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IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

**LOCKWOOD, ANDREWS &
NEWNAM, INC.**

Robert E. Hebert, County Judge



Authorized Agent- Signature

Jeffrey R. Thomas, PE
Authorized Agent- Printed Name

ATTEST:

Sr. Associate, Facilities Team Leader
Title

Laura Richard, County Clerk

6/6/2018
Date

AUDITOR'S CERTIFICATE

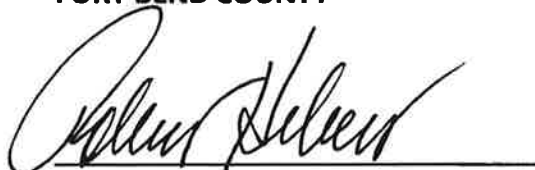
I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

ATTACHMENT A

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

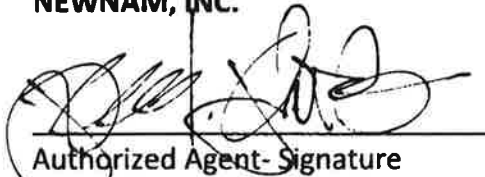
FORT BEND COUNTY



Robert E. Hebert, County Judge

2/13/2018

**LOCKWOOD, ANDREWS &
NEWNAM, INC.**



Authorized Agent- Signature

JON D. JELINEK

Authorized Agent- Printed Name

ATTEST:



Laura Richard, County Clerk



ASSOCIATE

Title

2/5/18

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,662,761⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR PLANNING, ENGINEERING,
ENVIRONMENTAL ANALYSIS, AND DESIGN
SOQ 14-027**

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 Lockwood, Andrews & Newnam, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide planning, engineering, environmental analysis, and design services related to the administration and operations facility for the Fort Bend County Public Transportation Department (hereinafter "Services") pursuant to SOQ 14-027; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; 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

Section 1. Scope of Services

1.1 Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

1.2 Contractor shall use best efforts to perform all professional Services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the highest 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.

obligations established in this Agreement. Contractor shall promptly notify County of any event that will affect completion of the Work Authorization.

2.7 Before additional work may be performed or additional costs incurred, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization in the form identified and attached hereto as Exhibit 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 6, 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 4 of this Agreement unless an appropriate contract amendment has been approved by the County and set forth in writing.

2.8 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 3. Personnel

3.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of 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 Scope of Services when and as required and without delays.

3.2 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. 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 Exhibit D.

3.3 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.

Section 4. Compensation and Payment

4.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit C. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is nine hundred and thirty-seven thousand one hundred and ninety-six dollars and no/100 (\$937,196), including all reimbursable expenses. In no case shall the

7.3 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.

Section 8. Termination

8.1 Termination for Convenience

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

8.2 Termination for Default

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

8.2.1.1 If Contractor fails to perform Services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

8.2.1.2 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.

8.2.2 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 the County in accordance with Section 8.1 above.

8.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 4, 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 4 above.

8.4 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.

Section 9. Ownership and Reuse of Documents

9.1 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

be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

11.1 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.

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

Section 12. Confidential and Proprietary Information

12.1 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.

12.2 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

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).

14.2 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: Transportation Director
12550 Emily Ct., 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: Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Drive, Suite 400
Houston, Texas 77042

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 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.

14.3.2 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.

Section 15. 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.

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. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

18.2 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 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 19. 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 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 20. Civil Rights Requirements

20.1 The following requirements apply to the Agreement:

20.1.1 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, the 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, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

20.1.2 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, the 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. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during

any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Contract is satisfactorily completed.

21.5 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. The 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 22. 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. The 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 23. Government-Wide Debarment and Suspension (Non-Procurement)

23.1 This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the 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.

23.2 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.

23.3 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 24. 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

29.1 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:

29.1.1 U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

29.1.2 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;

29.1.3 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;

29.1.4 U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

29.1.5 U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

29.1.6 U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

29.1.7 U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

29.1.8 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; and

29.1.9 U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

Section 33. 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.

Section 34. Third Party Beneficiaries

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

Section 35. 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.

Section 36. 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.

Section 37. 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.

Section 38. 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 1 day of April, 2014.

EXHIBIT A

identifying and justifying facility demand, size, and amenities inclusive of impact analysis on bus service costs related to each specific site location will also be performed with results included in the related report.

Site Layout/Building Schematic: A qualified Architect and Engineer shall prepare a functional site layout of the selected project site that satisfies design criteria related to access, employee and passenger amenities, employee and visitor parking, bus and bus parking and staging, bus fueling, bus washing, and other external maintenance functions as applicable. A building schematic that meets the project's scope of work (bus bays, communal areas, tool shop, tire shop, lube shop, offices, etc.) will also be provided with related cost estimates.

Environmental Assessment: An environmental assessment of the project shall be performed in accordance with state and federal guidelines. Environmental issues to be assessed include, but are not limited to, air quality, noise, water quality, hazardous waste, construction impacts, historic impacts, noise and vibration, wetlands, floodplains, endangered, threatened or invasive species, soils/geology, hazardous waste, socioeconomic/community impacts, construction impacts and/or impacts to historic, archaeological, architectural and cultural resources as necessary. The level of detail of the analysis will be dependent upon the severity of each potential impact as it relates to the selected site(s).

Data collection and desktop analyses using available up-to-date data sources will be used to expedite impact evaluation and to collect and verify data. Where applicable, windshield surveys will be completed to verify data and aerial base maps used to evaluate and present reasonable alternatives. To verify and augment the desktop analyses, strategic and limited field verification and reconnaissance surveys will be completed for the reasonable alternatives. This level of effort will focus on areas of high probability for environmental concerns. Technical chapters of the environmental assessment will be produced on a subject basis for the topics listed above where applicable. As necessary, the report document will include summaries of applicable local, state, and federal regulatory statutes and regulations, appropriate descriptions of existing conditions/affected environment, impacts of proposed actions on the resources present, and brief descriptions of the methodology used to collect and analyze data. Where applicable detail will be included for measures to avoid, minimize and/or mitigate impacts on the resources present for significant impacts.

Historic documentation required for any project site that is historic or located in an historic area will be assessed and included. As identified in the environmental assessment, where and when applicable, a historical documentation report of property to be donated or acquired will be included. The Historical documentation will include a narrative history and architectural drawings of each affected property in compliance with the Texas Historical Commission and the U.S. Department of Interior requirements.

Facilitation and coordination of public and agency concurrence/approval/ input shall also be performed. Services will include all steps necessary to seek agency input/concurrence/approval and to conduct public input activities on the proposed project. Outcomes of any public

Where and when applicable, for each property owned by, donated to or acquired by the County for utilization on the project, platting services will be provided. The firm used to perform platting service will have demonstrated competence in areas of engineering. Services shall be turn-key and include all engineering, surveying, permitting, and governmental coordination necessary to complete platting activities. Services will include but not be limited to the necessary research in the County Clerk's Office to obtain Deed Record description of the subject tract; on-the-ground survey by field crew of the described boundary lines and monuments; provide and establish survey control by global positioning system methods to reference boundary lines to the Texas Coordinates System of 1983, South Central Zone; location of existing improvements on site; location and detail of visible public and private utilities adjacent to site; show approximate location of underground utilities from available as-built plans; tie elevations to current mean sea level datum; establish temporary benchmark on site; obtain existing natural ground elevations on approximate grid system on site; obtain elevations and cross-section of existing drainage swales and roadway adjoining the site; office calculations necessary to check location of the boundary lines in relation to features found during the course of the survey; calculation of lots, street right-of-ways and plat boundaries; calculation of survey reference data for plat as required; preparation of preliminary plat and/or existing conditions survey (as required by class of subdivision plat) depicting topographic features found during course of survey work; setting or flagging corner monumentation; preparation of final plat including dedication language; preparation and submission of final plat application to the applicable City and to County; submittal of plat to utility companies for notification; attend planning commission, city council meetings, and county meetings as required; assist the County with plat approval process including preparation and conduct of adjacent lot-owner notification (as required); preparation of three (3) original mylars of the subdivision plat.

Preliminary Design and Engineering, Final Engineering and design: A preliminary engineering report will be provided and upon acceptance by funding agencies, final design, engineering and construction documents will be provided. The preliminary engineering report will include basic project costs, engineering needs and phases and traffic analysis. Elements of the preliminary engineering and design will be provided to initiate and/or complete the environmental assessment. All Federal Transit Administration requirements will be addressed, to include but not be limited to, lot and roadway design, traffic control plans, traffic analysis, use analysis, site selection analysis, drainage design, operating and maintenance costs, security and safety considerations, lighting, environmental assessment, etc. In addition, varying technical and administrative services and assistance are anticipated to respond to funding source requirements as part of these services. Services will include but not be limited to the following elements:

Architect and Engineer. Provide architectural and engineering services related to the project from concept through the construction phases. Provide technical assistance and reports as applicable. Project funding will include local government funding as well as funding provided by or through the Texas Department of Transportation, Federal Transit Administration and/or The Federal Highways Administration and as such, requirements imposed by these funding agencies

- Transportation reviews of the area roadwork and site access paths to determine if turning or acceleration lanes need to be added.
- Traffic Analyses for location, ingress and egress and impact.
- Roadway reviews to determine if additional easements or right-of-ways are needed.
- Analysis of effects of site location on transit operational functions.
- Maintenance facility programming and design using current best practices for the design of the operating facility.
- Onsite circulation reviews to look at the interaction between the buses, cars, and pedestrians.
- Fueling station design including fuel monitoring and leak detection systems.
- Bus wash equipment and connection with the possibility of water reuse.
- Operations facility programming and planning.

Value Engineering. A value engineering review of the project's design will be performed in accordance with federal regulations. Recommendations for cost saving methods identified during the value engineering exercise will be provided. At milestone dates, Value Engineering reviews of the design to assure the project is being designed with the best value will be performed. The reviews will follow established guidelines for Value Engineering and have the goal of lowering the overall first cost of the project while not having a negative impact to the life cycle cost. A clear basis of design for the project will be developed and Contractor will ensure it is followed.

Peer Review. If required, a group of professionals with practical experience in developing similar projects will be assembled to review the project. Contractor will coordinate review of the project by these professionals, document suggested improvements and response to those suggestions regarding the project's design, construction, and operation. Related documents will be forwarded to County, funding agencies and contractors as applicable. Where applicable, design changes will be incorporated in design reports/documents.

Construction. Contractor will prepare construction documents as necessary, assist County personnel in construction service procurement processes, respond to construction activity findings and work with the project's construction manager and contractor to insure timely completion of the project's construction contract. During construction service procurement phase, services will include assistance with bid evaluation and award processes, responses to questions during the bidding process, etc. During construction, services will include technical assistance, analysis and evaluation of all unforeseen construction circumstances to include RFI's, submittals and shop drawing reviews, change order request review and appropriate recommendations to County. Contractor will also assist with the construction close-out phase of the project and if necessary, will include assistance and consultation during the warranty period.

Contractor may be required to assist and/or consult with other firms retained under this Agreement or other procurement processes and/or County may need to seek additional one-

EXHIBIT B

EXHIBIT C

EXHIBIT D

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

#24A

**AMENDMENT NO. 1 TO AGREEMENT FOR
PLANNING, ENGINEERING, ENVIRONMENTAL ANALYSIS AND DESIGN SOQ 14-027**

THIS FIRST 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 Lockwood, Andrews & Newman, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Planning, Engineering, Environmental Analysis and Design SOQ 14-027 on April 1, 2014, (hereinafter "Agreement"), attached hereto as Exhibit A and incorporated by reference herein for all purposes; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:

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

1. The Maximum Compensation for the Scope of Services including reimbursable expenses shall be increased by three hundred eighteen thousand two hundred and thirty dollars and no/cents (\$318,230.00) bringing the new Total Maximum Compensation to one million two hundred fifty five thousand four hundred and twenty six dollars and no/cents (\$1,255,426.00). In no case shall the amount paid by County for Scope of Services exceed the Maximum Compensation without prior written approval by both parties.
2. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this First Amendment and the Agreement for Planning, Engineering, Environmental Analysis and Design SOQ 14-027, the provisions of this First Amendment shall prevail with regard to the conflict.

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

{Execution Page Follows}

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STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT NO. 2 TO AGREEMENT FOR
PLANNING, ENGINEERING, ENVIRONMENTAL ANALYSIS AND DESIGN SOQ 14-027**

THIS FIRST 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 Lockwood, Andrews & Newman, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Planning, Engineering, Environmental Analysis and Design SOQ 14-027 on April 1, 2014, (hereinafter "Agreement"), and as amended on November 13, 2015, attached hereto as Exhibit A and incorporated by reference herein for all purposes; and

WHEREAS, due to increases in the size and cost of the proposed transit facility, the parties wish to increase the total maximum compensation, as best explained in Exhibit B (letter dated August 11, 2016); and

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:

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

1. The Maximum Compensation for the Scope of Services including reimbursable expenses shall be increased by four hundred seven thousand three hundred and thirty-five dollars and no/cents (\$407,335.00) bringing the new Total Maximum Compensation to one million six hundred sixty-two thousand seven hundred and sixty-one dollars and no/cents (\$1,662,761.00). In no case shall the amount paid by County for Scope of Services exceed the Maximum Compensation without prior written approval by both parties.
2. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this First Amendment and the Agreement for Planning, Engineering, Environmental Analysis and Design SOQ 14-027, the provisions of this First Amendment shall prevail with regard to the conflict.

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

{Execution Page Follows}

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COUNTY OF FORT BEND

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**AMENDMENT NO. 3 TO AGREEMENT FOR
PLANNING, ENGINEERING, ENVIRONMENTAL ANALYSIS AND DESIGN SOQ 14-027**

THIS THIRD 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 Lockwood, Andrews & Newnam, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Planning, Engineering, Environmental Analysis and Design SOQ 14-027 on April 1, 2014, (hereinafter "Agreement"), and as amended on November 13, 2015, and on September 6, 2016, attached hereto as ATTACHMENT A and incorporated by reference herein for all purposes; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement to the same extent as if fully set forth verbatim therein:

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

1. Exhibit C of the Agreement will be replaced with the attached ATTACHMENT B "Exhibit C-Design Costs-Amendment #3".
2. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Second Amendment and the Agreement for Planning, Engineering, Environmental Analysis and Design SOQ 14-027, the provisions of this Second Amendment shall prevail with regard to the conflict.

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

{Execution Page Follows}
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ATTACHMENT B

to AMENDMENT #3 (which replaces Exhibit C)

ATTACHMENT B

ATTACHMENT B

to Amendment No. 5

EXHIBIT C
LOCKWOOD,ANDREWS & NEWMAN, INC CONTRACT AMENDMENT 5
DESIGN COSTS

CONTRACT BUDGET LAN	ORIGNAL CONTRACT	CONTRACT AMENDMENT 1	CONTRACT AMENDMENT 2	CONTRACT AMENDMENT 3	CONTRACT AMENDMENT 4	CONTRACT AMENDMENT 5	TOTAL BUDGET
Basic Fee	\$479,696		\$407,335	\$8,610	\$14,000	\$27,001	\$936,642
Survey	\$16,000						\$16,000
Fuel System Packaged	\$25,000						\$25,000
Recycle Bus Wash Package	\$25,000						\$25,000
Oil/Water Seperator	\$10,000						\$10,000
Vehicle Lifts/Comp.Air	\$20,000						\$20,000
Site Selection - Advanced Planning	\$254,800			-\$8,610	-\$14,000	-\$36,701	\$195,489
Environmental	\$106,700						\$106,700
Modify Existing Fuel Depot		\$55,000					\$55,000
Extend Bamore Road 1750		\$188,000				\$9,700	\$197,700
Obtain ROW for Bamore Extension		\$15,000					\$15,000
FFE Office Space Turnkey		\$42,680					\$42,680
FFE Maintenance Turnkey		\$3,750					\$3,750
LONP Preparation		\$8,800					\$8,800
PEER Review		\$5,000					\$5,000
Total	\$937,196	\$318,230	\$407,335	\$0	\$0	\$0	\$1,662,761