

STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF FORT BEND

§

SECOND AMENDMENT TO AGREEMENT FOR RFP 14-069 DESIGN SERVICES BETWEEN
DISPLAY GRAPHICS, INC. AND FORT BEND COUNTY

THIS SECOND 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 Display Graphics, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have executed and accepted that certain Agreement for RFP 14-069 Design Services between Display Graphics, Inc. and Fort Bend County (the "Agreement"), attached herein as Exhibit A, on or about May 26, 2015 and as amended on March 27, 2018; and

WHEREAS both parties agree that the inclusion of a Work Authorization Form creates unnecessary redundancy in the description of the Services to be performed, the cost not to exceed amount, the basis of payment and the rates for performance; and

WHEREAS both parties desire to amend language in this Agreement to remove any references to Work Authorizations; 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:

Section 2. Work Authorizations will be replaced with the following:

Section 2. Bus Release Forms. FBC Public Transportation Department will utilize the Bus Release Form, Exhibit C-1, when releasing buses to Contractor for Services. The Bus Release Form shall include the agreed upon date of return. Buses that are not returned on the agreed date of return, may be subject to a ten percent (10%) deduction in installation cost as described in the Scope of Work.

Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified shall remain in full force and effect. If there is a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail with regard to the conflict.

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

FORT BEND COUNTY

DISPLAY GRAPHICS, INC.

Robert E. Hebert, County Judge



Authorized Agent- Signature

Date

LYNN CREEL

Authorized Agent- Printed Name

ATTEST:

PRESIDENT

Title

Laura Richard, County Clerk

7/27/18

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 E. Sturdivant, County Auditor

EXHIBIT A: Agreement for RFP 14-069 Design Services between Display Graphics, Inc. and Fort Bend County

EXHIBIT A

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

FORT BEND COUNTY

[Signature]
Robert E. Hebert, County Judge

DISPLAY GRAPHICS, INC.

[Signature]
Authorized Agent- Signature

3-27-2018
Date

LYNN CREEL
Authorized Agent- Printed Name

ATTEST:

[Signature]
Laura Richard, County Clerk

PRESIDENT
Title

3/14/2018
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.

[Signature]
Robert E. Sturdivant, County Auditor

EXHIBIT A: Agreement for RFP 14-069 Design Services between Display Graphics, Inc. and Fort Bend County

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR RFP 14-069 FOR DESIGN SERVICES BETWEEN DISPLAY GRAPHICS, INC. AND FORT BEND COUNTY

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 Display Graphics, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide design services and install vinyl bus wraps (hereinafter "Services") pursuant to RFP 14-069; 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 herein "Services" (attached hereto as Attachment 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.

1.3 Contractor shall use best efforts and measures to implement its responsibilities under this Agreement to safeguard County against defects and deficiencies in the completed Services provided under this Agreement. However, Contractor will promptly inform County whenever defects and deficiencies in the completed service are observed, or when any observed actions or omissions are undertaken by Contractor which are not in the best interest of County.

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

Section 2. Work Authorizations

2.1 County will issue Work Authorization and Bus Release Forms (hereinafter Work Authorization) using the forms included as Attachment C to authorize all work provided by Contractor under this Agreement. Contractor must sign and return a Work Authorization to County within seven (7) working days after receipt. Refusal of Contractor to accept a Work Authorization shall be grounds for termination of this Agreement by County.

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

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

2.4 Contractor shall not provide any Services under this Agreement until authorized by County in a fully executed Work Authorization. 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.

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

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

2.7 Before additional work may be performed or additional costs incurred, a change in a Work Authorization shall be agreed upon in writing by both Parties. 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.

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 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 Attachment B. The Maximum Compensation for the performance of Services within the Scope of Services described in Attachment A is three hundred eighty thousand five hundred and fifteen dollars and no/100 (\$380,515.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. County will only compensate Contractor for fees specifically set forth in a Work Authorization.

4.2 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Invoices shall be accompanied by a progress report indicating the percent complete for milestones identified in the applicable Work Authorization. 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.

Section 5. Limit of Appropriation

5.1 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 eighty thousand five hundred and fifteen dollars and no/100 (\$380,515.00), specifically allocated to fully discharge any and all liabilities County may incur.

5.2 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 eighty thousand five hundred and fifteen dollars and no/100 (\$380,515.00).

Section 6. Time of Performance

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

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

Section 7. Modifications and Waivers

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

7.2 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.

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 County 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 7.1 above.

8.3 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.

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

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.

Section 10. 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 under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 11. 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. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

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

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

11.2 County and the members of Commissioners Court 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.

Section 12. 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. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT.

Section 13. 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. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to

County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 14. 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.

Section 15. 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:	FBC Public Transportation Department Attn: Public Transportation Director 12550 Emily Court, Suite 400 Sugarland, TX 77478
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Contractor:	Display Graphics, Inc. ATTN: Lynn Creel 6400 Westpark, Ste. 340 Houston, TX 77057

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.

Section 16. 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.

Section 17. 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 Attachment A.

Section 18. 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.

Section 19. 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 the County's sovereign immunity.

Section 20. 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 21. Third Party Beneficiaries

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

Section 22. 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 23. 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 24. 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 25. Federal Clauses

25.1 No Government Obligation to Third Parties. Fort Bend 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 Fort Bend 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.

25.2 Program Fraud and False or Fraudulent Statement and Related Acts. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et — 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.

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)(l) on Contractor, to the extent the Federal Government deems appropriate.

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.

25.3 Access to Records and Reports. 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.

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.

25.4 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

25.5 Civil Rights Requirements. The following requirements apply to the underlying contract:

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.

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

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 al., (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. 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.

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.

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.

25.6 Disadvantaged Business Enterprise (DBE). This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Fort Bend County's overall goal is 6%; however no contract goal has been established for this procurement.

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)*).

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

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.

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.

25.7 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.

25.8 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.

25.9 Cargo Preference. Contractor agrees: to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Contractor in the case of a subcontractor's bill-of-lading.) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

25.10 Fly America. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

25.11 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.

25.12 Recycled Products. Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

25.13 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.

25.14 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 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.

25.15 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.

25.16 Buy America. The Contractor agrees to comply with 49 U.S.C. 53230) and 49C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323G)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

25.17 Dispute Resolution. 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. 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. Each party shall be responsible for its own costs associated with the mediation. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

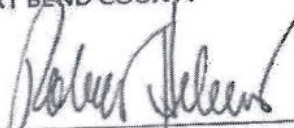
Section 26. Conflict

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

Execution Page Follows

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 May, 2015.

FORT BEND COUNTY


Robert E. Hebert, County Judge

DISPLAY GRAPHICS INC.

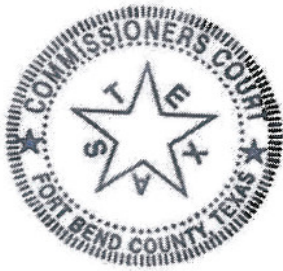

Mr. Lynn Creel

President
Title

5/19/15
Date

ATTEST:


Laura Richard, County Clerk




APPROVED:


Paulette Shelton
Director, Fort Bend County Department of Public Transportation

5-20-15
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$380,515⁰⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

ATTACHMENT A

SCOPE OF SERVICES

ATTACHMENT A

Fort Bend County, TX Design, Provide and Install Vinyl Bus Wraps for Public Transportation Buses Proposal # RFP 14-069

Scope of Services:

Display Graphics will be providing a "turn-key" contract for design and installation of vinyl bus wraps. Display Graphics' staff will work with FBC staff to create a multicolor bus wrap design for the public transportation fleet. Display Graphics will consider existing branding used by Fort Bend County as well as development wrap designs for differing sizes and types of vehicles. Display Graphics understands that Fort Bend County anticipates that a minimum of ten (10) vehicles and a maximum of one-hundred (100) vehicles will be wrapped during the term of the contract. Display Graphics also understands that this will be a five (5) year contract term. Design Graphics further understands, that the rates as set in Attachment B of this Agreement will be in effect during the full term of the contract.

Design Service

Display Graphics has our own in house graphic designer. The first round of graphics will be submitted to Fort Bend County for approval with-in the first week that the contract has been awarded and signed. Subsequent changes requested by Fort Bend will be resubmitted to Fort Bend within 2 business days. Display Graphics understands that Fort Bend County is requesting a design that can be utilized for vehicle wraps and other applications such as: ads, brochures, posters, logo and or merchandise design. Display Graphics understands that it is the intent of Fort Bend County to obtain an initial design which will be used throughout the contract period. Display Graphics understands that it is possible that design changes may be requested during the contract period either because of new marketing initiatives and/or because of vehicle body design changes. A separate cost per hour for design editing services has been provided and is included under fees. Display Graphics may invoice Fort Bend County for the design work once the design is at 100% completion and has been accepted by Fort Bend County. The design work will be the property of Fort Bend County.

Materials and Installation

Display Graphics will perform a site visit within 10 days after contract award to determine the shape of the current fleet while the graphics are being prepared. At that time the vehicles will be measured and matched against templates to determine if there are any differences in the sizing. Each different style of bus will require this step to be sure that the prints will fit the vehicle. Display Graphics will be using 3M IJ180cv3 film for the body and 3M perforated window film for the windows. Installation time is anticipated less than 2 days at our shop per bus. The initial wraps on the different body styles may take a day longer, allowing Display Graphics time to adjust graphics to fit to the reality of the 3 dimensional objects. After the initial wrap is done on a specific style of bus, we can cut the "out of service time" by having a 24 hour notice that a bus will be pulled out of service. Prep time can vary according to the buses needs, removal of graphics, cleaning the surface, removal of badges and lights. The advance notice will allow us to pre-print graphics and be ready for prep when the bus arrives. All of the buses will be installed in our climate control facility that will meet or exceed manufacturer requirements for installation. By doing such, this will allow security of the vehicle while in our care, and allow us to monitor the temperature conditions. Display Graphics will work with Fort Bend County to determine the most effective way to deliver the buses to us, and return them. A 3M certified installer or certified installer of approved equivalent will be installing the vinyl wrap on every Fort Bend County bus. Fort Bend County must approve the 3M equivalent before used.

Fort Bend County will make all efforts to be sure that all buses ready for graphic installation be reasonably

clean and free of mud or dirt. Display Graphics will be responsible for insuring every bus is clean prior to installing wraps.

Display Graphics understands that the fleet involved in this project is Fort Bend County's first line fleet used in daily operation therefore a minimum "out of service" time is understood. Fort Bend County has a limited number of spare vehicles available to continue service while wrap installations are taking place. As such, a minimum "out of service" time is desirable. Fort Bend County's preference is for wrap installations to occur when the transit fleet is not in use (after 8 p.m. weekdays or anytime on weekends). Display Graphics will work with Fort Bend County to develop an installation schedule that will limit the out of service time. At the time that Fort Bend County staff send notice, Display Graphics has 4 hours to respond to reschedule, if we are unable to accommodate an install on that day.

Display Graphics and Fort Bend County staff will negotiate a "no later than" turn-around time to complete installation once Display Graphics receives a notice that a bus is being pulled for install. Fort Bend County and Display Graphics will agree to a turn-around time per vehicle and the bus will be signed out with an expected date of return and both parties' signatures. Display Graphics understands that failure to meet the negotiated turn-around timeframe will result in a percentage 10% deduction from the cost of installation. Fort Bend County understand that a problem might arise, whether it be a dirty bus or a graphic that isn't matching the bus that was measured, therefore Fort Bend will allow one full day after the negotiated turn-around timeframe before a deduction is applied.

Display Graphics will re-apply all decals, markings, unit numbers, etc. that were removed prior to wrapping the bus. Fort Bend County will consider recommendations for alternative positions for these decals that will serve to convey the required message while enhancing the overall appearance of the vehicle. All decals, markings, unit numbers, etc. are to be replaced with new as part of the job; this will include the County Seal. If necessary, exterior decals or signs that are removed for installation of vinyl wrap will be replaced with like kind and quality as close as possible to the existing location(s) on the vehicle. A five (5) year warranty for the vertical body panels and a one (1) year warranty for the window film per the 3M MCS warranty will be applicable for each bus that is wrapped by Display Graphics.

The following decals are to be re-applied:

- Handicap vehicle sticker, Standard ADA compliant, white on blue, 7" square wheelchair symbol. Three on each bus, left side, right side and rear.
- Fort Bend County Seal, approximately 12" round. Three on each bus, left side, right side and rear. If this seal is incorporated in the design art work for the sides and/or rear of the vehicle, it will not need to be replaced separately. Fort Bend County will supply vendor with an appropriate electronic file image of the County Seal.
- Vehicle Unit Number, two on each vehicle, left front fender and right rear, consisting of one alpha character and three numeric characters, 2" high. Current unit numbers are standard block font, black decals. A different, contrasting color sticker or white background box will be required if applied over colored art work that would obscure the unit number.
- Warning sign, "CAUTION! CHILDREN MAY BE EXITING", one on the back of each vehicle. Black lettering on yellow background, approximately 14" wide by 5" tall. Some vehicles

In our fleet currently have this sign in a wide-diamond shape. Replacement with a single design for all vehicles in the fleet will be approved by Fort Bend County.

- Warning sign, "NOTICE THIS VEHICLE STOPS AT ALL RAILROAD CROSSINGS", one on the back of each vehicle, "NOTICE" is white lettering on blue background, balance of lettering is black on white background, approximately 10" wide by 7" tall.

Removal of Existing Wrap Graphics

Display Graphics has provided a price per hour for this service on the Price Worksheet. Display Graphics will work with Fort Bend County to negotiate the number of hours needed for wrap removal if or when that service becomes applicable.

Porter Service

Display Graphics will provide porter service of vehicles to and from bus yard and the installation site. However, the County reserves the right to elect to provide the portering service if preferred. Display Graphics will use the proposed schedule that is included to determine when the buses will be taken to the installation site.

Approval and acceptance of all work performed and/or material received under this order shall be made by the Director of Transportation or his/her representative.

Display Graphics is experienced in delivering products on a timeline, and understands the need to keep the buses in service as much as possible. Close coordination with Fort Bend will ensure this happens.

We look forward to working with Fort Bend on this project.

Proposed Schedule to rewrap current fleet of Ft. Bend's 40 buses						
	June	July	August	September	October	November
Week 1	1, 26 ft. bus wrap	2, 26ft. bus wraps	2, 26ft. bus wraps	2, 22ft. bus wraps	1, 37 ft. bus wrap	2, 37 ft. bus wraps
Week 2	2, 26 ft. bus wraps	2, 26 ft. bus wraps	2, 26ft. bus wraps	1, 17 ft. bus wrap	2, 37 ft. bus wraps	2, 37 ft. bus wraps
Week 3	2, 26 ft. bus wraps	2, 26 ft. bus wraps	1, 22ft. bus wrap	2, 17 ft. bus wraps	2, 37 ft. bus wraps	
Week 4	2, 26 ft. bus wraps	2, 26ft. bus wraps	2, 22ft. bus wraps	2, 17 ft. bus wraps	2, 37 ft. bus wraps	

ATTACHMENT B RATE SHEET

CONTRACTOR'S PRICE WORKSHEET

For Contractor Provided Installation Facility

Type of Bus	Unit Price for 1/2 Wrap	Unit Price for Full Wrap	Unit Price for Decals	Specify any additional work/expense
Mini-Van (6 passenger) (15-17 feet)	1,096.50	2,197.00	181.25	
Small Bus (11 passenger) (19-22 feet)	2,170.00	4,341.00	181.25	
Medium Bus (16 passenger) (24-26 feet)	3,669.29*	8,738.58	181.25	*pricing for current buses with green horizontal stripe. Add \$200 for each bus requiring green horizontal stripe down sides and across the hood.
Large Bus (32 passenger) (32-37 feet)	4,460.99	8,921.98	181.25	

Bus Wrap Location: (address, city and zip code)

6400 Westpark St 300, Houston, TX

For Fort Bend County Provided Installation Facility

Type of Bus	Unit Price for 1/2 Wrap	Unit Price for Full Wrap	Unit Price for Decals	Specify any additional work/expense
Mini-Van (6 passenger) (15-17 feet)	1,153.50	2,306.00	181.25	
Small Bus (11 passenger) (19-22 feet)	2,275.00	4,557.00	181.25	
Medium Bus (16 passenger) (24-26 feet)	3,884.29*	8,954.58	181.25	*pricing for current buses with green horizontal stripe. Add \$300 for each bus requiring green horizontal stripe down sides and across hood.
Large Bus (32 passenger) (32-37 feet)	4,663.99	9,367.98	181.25	

Addition Pricing:

Price for initial Design \$ 500.00

Price per hour for supplemental Design Service \$ 85.00

Original Pricing:

Price per hour for removal of existing wrap graphics \$ 40.00

Does contractor offer porting service? Yes No If yes, price per hour for service \$ 35.00 /hour

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**EXHIBIT C
WORK
AUTHORIZATION**

WORK AUTHORIZATION NO. ____
AGREEMENT FOR PROFESSIONAL SERVICES

THIS WORK AUTHORIZATION is made and entered into pursuant to the terms and conditions of Section 2 of the Agreement for Design Services (Agreement) executed by Fort Bend County and Display Graphics, Inc., (hereinafter "Contractor"), on _____, 2015.

PART I. Contractor will perform professional services as defined in the Scope of Services (Attachment A) according to the dates defined in the attached Exhibit C-1 (Bus Release Form).

PART II. The maximum amount payable under this Work Authorization is \$_____. This amount is based upon fees set forth in the Original Agreement.

PART III. Payment to the Consultant for the services established under this Work Authorization shall be made in accordance with Section 4 of the Agreement.

PART IV. This Work Authorization shall become effective on _____, and shall terminate on _____, unless extended by the Transportation Director, and agreed upon in writing.

PART V. This Work Authorization is for _____ number of vehicles; unit numbers include:

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

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

FORT BEND COUNTY

DISPLAY GRAPHICS, INC.

Paulette Shelton, Transportation Director

Authorized Agent- Signature

Date

Authorized Agent- Printed Name

Title

Date

Exhibit C-1
Bus Release Form

**FORT BEND COUNTY PUBLIC TRANSPORTATION
BUS RELEASE FORM**

VEHICLE RELEASE

RELEASE DATE: PROMISED RETURN DATE:

VEHICLE UNIT NUMBER:

BUS CLEAN AND FREE OF DIRT SIGN OFF

EXISTING WRAP REMOVAL ESTIMATED HOURS

PORTER SERVICE DISPLAY GRAPHICS OR FORT BEND COUNTY TRANSIT

ESTIMATED HOURS IF DISPLAY GRAPHICS WILL PORTER BUS

LIST ANY DECALS, MARKINGS, UNIT NUMBERS, ETC THAT NEED TO BE REMOVED AND RE-APPLIED

Approved by Operations Manager Date: _____

Approved by Display Graphics Representative Date: _____

VEHICLE ACCEPTANCE

RETURN DATE:

VEHICLE UNIT NUMBER:

PORTER SERVICE FOR RETURN DISPLAY GRAPHICS OR FORT BEND COUNTY TRANSIT

ESTIMATED HOURS IF DISPLAY GRAPHICS WILL PORTER BUS

ADDITIONAL NOTES:

Approved by Operations Manager Date: _____

Approved by Display Graphics Representative Date: _____

EXHIBIT B



CONTRACTOR'S PRICE WORKSHEET

For Contractor Provided Installation Facility

Type of Bus	Unit Price for 1/2 Wrap	Unit price for full wrap	Unit price for decals	Specify any additional work/Expense
Mini-Van (6 passenger) (15-17 ft.)	1,098.50	2,197.00	181.25	
Small Bus (11 passenger) (19-22 ft.)	2,170.00	4,341.00	181.25	
Medium Bus (16 passenger) (24-26 ft.)	3,669.329	8,738.58	181.15	*Pricing for current buses with green horizontal stripe, add \$300 for each bus requiring green horizontal stripe down sides and across hood.
Large Bus (32 passenger) (32-37 ft.)	4,460.99	8,921.98	181.25	
X-Large Bus (40 passenger) (37-42 ft.)	5110.99	9171.98	181.25	

Bus Wrap Location: 9227 Alberene Drive, Houston, TX 77047

For Fort Bend County Provided Installation Facility

Type of Bus	Unit Price for 1/2 Wrap	Unit price for full wrap	Unit price for decals	Specify any additional work/Expense
Mini-Van (6 passenger) (15-17 ft.)	1,153.50	2,306.00	181.25	
Small Bus (11 passenger) (19-22 ft.)	2,275.00	4,557.00	181.25	
Medium Bus (16 passenger) (24-26 ft.)	3,884.29	8,954.58	181.25	*Pricing for current buses with green horizontal stripe, add \$300 for each bus requiring green horizontal stripe down sides and across hood.
Large Bus (32 passenger) (32-37 ft.)	4,683.99	9,367.98	181.25	
X-Large Bus (40 passenger) (37-42 ft.)	5336.94	9652.98	181.25	

Additional Pricing:

Price for initial Design: \$500.00 Price per hour for supplemental Design Service \$85.00

Does contractor offer portering service: YES Price per hour for service: \$35.00

Display Graphics, Inc.
9227 Alberene Drive, Houston, TX 77074
713-977-7888