MASTER RESEARCH AGREEMENT Between TEXAS A&M TRANSPORTATION INSTITUTE And FORT BEND COUNTY

FIRST AMENDMENT TO WORK AUTHORIZATION NO. 1

This First Amendment to Work Authorization No. 1 ("Work Authorization") is entered into by and between **Fort Bend County**, a political subdivision of the State of Texas ("County"), and the **Texas A&M Transportation Institute**, a member of The Texas A&M University System ("System") and an agency of the State of Texas, having its principal place of business at 400 Harvey Mitchell Parkway South, Suite 300, College Station, Texas 77845 (hereinafter referred to as "TTI").

WHEREAS, County and TTI entered into a Master Research Agreement ("Agreement") effective as of November 5, 2020, whereby except as otherwise specified herein, the terms and conditions of that Agreement are incorporated by reference into this Work Authorization; and

WHEREAS the Exhibits attached hereto are incorporated by reference into this Work Authorization.

NOW, THEREFORE, the Parties hereto agree as follows:

- 1. <u>Statement of Work</u>. TTI agrees to use its reasonable efforts to perform the work of the project as set forth in **Exhibit A** (the "Project"). Any change to this Project will be made effective only by a written amendment to this Work Authorization signed by both parties.
- 2. <u>TTI Principal Investigator</u>. The Project will be supervised by Kelly Blume, 512-407-1170, k-blume@tti.tamu.edu, the Principal Investigator who will manage the Project on behalf of TTI.
- 3. <u>County Technical Point of Contact</u>. County designates Sarah Coulter, Assistant Director, 281-633-7433, <u>Sarah.Coulter@fortbendcountytx.gov</u>, as the primary point of contact to provide data and information as needed by the TTI project team consistent with the statement of work for this Work Authorization.
- 4. <u>Period of Performance</u>. The research shall be conducted during the period from February 14, 2023 through November 30, 2023, as set forth in the revised **Exhibit C**, and will be subject to extension only by mutual written agreement of both parties.

5. Price and Payment.

- a. As consideration and compensation for TTI's performance of this Work Authorization, County agrees to pay TTI the fixed price amount of Seventy Thousand One Hundred dollars and 00/100 (\$70,100.00) in accordance with the following schedule: 25% upon execution of the contract, 25% upon completion and acceptance of the Task 4 deliverable, and 50% upon completion and acceptance of the Task 8 deliverables.
- b. The price is based on the budget of the Project set forth in **Exhibit B**. Changes that affect costs such as County requested revisions to **Exhibit B** or marked differences that affect the initial price will be approved in advance by County. The revisions to **Exhibit B** and the additional funds will be added to this Work Authorization by an amendment signed by both parties.

- c. The maximum amount payable under this First Amendment to Work Authorization No. 1 is Seventy Thousand One Hundred dollars and 00/100 (\$70,100.00). This amount is based upon fees set forth in **Exhibit B**.
- d. All invoices to County under this Agreement shall be submitted to the following address:

Fort Bend County
Public Transportation Department
Attn: Accounts Payable
3737 Bamore Road
Rosenberg, TX 77471
OR
transit@fortbendcountytx.gov

6. Reports. TTI shall submit the following reports to County:

	Report	Due Date
WA6-D1	Subtask 4: Technical memorandum	August 31, 2023
WA6-D3	Subtask 8: Deliverables Package	November 30, 2023

7. This First Amendment to Work Authorization No. 1 does not waive the parties' responsibilities and obligations provided under the Agreement.

(Execution Page Follows)

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IN WITNESS WHEREOF, the parties have caused this First Amendment to Work Authorization No.1 to be executed by their authorized representative.

FORT BEND COUNTY	TEXAS A&M TRANSPORTATION INSTITUTE
	Digitally signed by Lesli Kerth Date: 2023.08.10 09:26:04-05'00'
KP George, County Judge	Authorized Agent- Signature
	Lesli Kerth
Date	Authorized Agent- Printed Name
ATTEST:	Associate Director TA
	Title
	8/10/2023
Laura Richard, County Clerk	Date
Reviewed by: Perri D'Armond Public Transportation Director	
	ITOR'S CERTIFICATE
I hereby certify that funds are available the obligation of Fort Bend County under	ailable in the amount of \$ to accomplish and payer this contract.
	Robert Ed Sturdivant, County Auditor
Exhibit A: Statement of Work	

Exhibit B: Cost Estimate

Exhibit C: Project Timeline (revised)

EXHIBIT A

Statement of Work

EXHIBIT A STATEMENT OF WORK WORK AUTHORIZATION NO. 1

Westpark Park-and-Ride Service Concepts

Purpose:

Fort Bend County (County) anticipates beginning construction of the Westpark park-and-ride lot (WPPR) in 1st Quarter 2024. The park-and-ride lot was planned and designed prior to the COVID-19 pandemic. Given the changes in travel demand and travel patterns resulting from the pandemic, TTI will assist County in re-assessing how the park-and-ride lot will support the county's transit needs.

Subtasks:

- 1. Conduct kickoff activities.
 - TTI will conduct an on-line kickoff meeting with County staff.
 - TTI will request and review the WPPR site plan and other relevant planning documents (such as the Fulshear Transit Feasibility Study) to understand the capacity and features of WPPR and its relationship to area plans and initiatives.
 - TTI will request and review relevant financial and operational data for Fort Bend Transit.
- 2. Identify potential WPPR users and their needs.
 - TTI will develop materials for and conduct two in-person discussions with representatives of groups of potential park-and-ride lot users (which may include Cinco Ranch residents, Katy residents, residents of other communities in the WPPR catchment area, and Energy Corridor employees) and two virtual (online) discussions open to all interested individuals. The purpose of the discussions is to understand how WPPR and connecting bus service can best meet users' needs with respect to bus schedules, employment destinations served, support for carpooling and vanpooling, community circulation, and special event and weekend transportation. TTI will rely on County staff to recruit participants and assist with meeting logistics. Prior to conducting the discussions, TTI will complete the Texas A&M Institutional Review Board (IRB) process for human subjects research.
 - TTI will develop materials for and give a presentation to the Fort Bend Transit Service Planning Committee. The purpose of this presentation is to brief the committee members on the purpose of the study and obtain additional input to understand how WPPR and connecting bus service can best meet users' needs. TTI will rely on County staff to notify committee members and assist with meeting logistics.
- 3. Establish WPPR goals and guiding principles.
 - TTI will coordinate with County staff to identify goals and guiding principles for WPPR. The goals and guiding principles will be informed by the results of Subtask 2 as well as County policies and existing area plans. The goals and guiding principles will be used to develop and evaluate service options in Subtasks 4 and 6.
- 4. Develop and evaluate preliminary options.
 - TTI will develop and evaluate up to three preliminary options for meeting the WPPR goals established in Subtask 3. The Subtask 3 guiding principles will support development and evaluation of the options. The options might include a mix of fixed-route bus service, ridesharing, and on-demand transportation services.
 - TTI will prepare a technical memorandum to summarize project work in Subtasks 1-4

for County staff.

- 5. Obtain input on preliminary options.
 - TTI will develop materials that can be shared with County and stakeholders to get input on the preliminary options. These materials might take the form of electronic and paper fact sheets containing service maps, high-level ridership and cost estimates, and listings of the options' advantages and disadvantages.
 - TTI will review the levels of participation in the Subtask 2 in-person and virtual discussions to determine if a similar approach to obtaining stakeholder input is likely to be effective in Subtask 5. If a revised approach is needed (e.g., conducting an inperson public workshop and/or disseminating a survey through area employers, homeowners' associations, and other similar venues), TTI will coordinate with County staff to develop a revised approach within the Subtask 5 budget. TTI will rely on County staff to recruit participants and assist with logistics, as applicable.
 - TTI will develop materials for and give a presentation to the Fort Bend Transit Service Planning Committee. The purpose of this presentation is to brief the committee members on the progress of the study and obtain additional input on the preliminary options. TTI will rely on County staff to notify committee members and assist with meeting logistics.
- 6. Identify and refine the preferred option.
 - Informed by the results of Subtask 5, and in coordination with County staff, TTI will identify a preferred option and refine it as necessary to address the County and stakeholder feedback.
- 7. Develop a financial plan for the preferred option.
 - TTI will develop a high-level financial plan for the preferred option. The financial plan will include estimated operating and capital costs and estimated revenue sources (including projected fare revenues). The high-level plan will cover Year of Opening and a future year to be determined in consultation with County staff.
- 8. Prepare deliverables.
 - TTI will prepare a report (draft and final versions) that summarizes work conducted under the preceding subtasks.
 - TTI will develop a summary presentation and be available to present material at a meeting for funding support purposes, if required.

EXHIBIT B

Cost Estimate

Budget:

Budget By Subtask		% of Total	Budget
Subtask 1	Kickoff Activities	9.8%	\$6,900
Subtask 2	Stakeholder Input Round 1	20.4%	\$14,300
Subtask 3	Goals & Guiding Principles	4.0%	\$2,800
Subtask 4	Preliminary Options	16.1%	\$11,300
Subtask 5	Stakeholder Input Round 2	21.3%	\$14,900
Subtask 6	Preferred Option	6.6%	\$4,600
Subtask 7	Financial Plan	10.4%	\$7,300
Subtask 8	Deliverables	11.4%	\$8,000
Total		100%	\$70,100

EXHIBIT C

Project Timeline (revised)

Schedule: The study will conclude by November 30, 2023.

		Month										
Schedule by Subtask by Month		1	2	3	4	5	6	7	8	9	10	11
Subtask 1	Kickoff Activities											
Subtask 2	Stakeholder Input Round 1											
Subtask 3	Goals & Guiding Principles											
Subtask 4	Preliminary Options											
Subtask 5	Stakeholder Input Round 2			"			j					
Subtask 6	Preferred Option											
Subtask 7	Financial Plan											
Subtask 8	Deliverables	-										
Deliverables									X		X	X