

STATE OF TEXAS           §  
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 COUNTY OF FORT BEND §

### **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and Kimley-Horn and Associates, Inc. (hereinafter referred to as "Contractor,") authorized to conduct business in the State of Texas.

### WITNESSETH

WHEREAS, County requests transportation planning assistance for transportation projects located in Fort Bend County, Texas, as part of County's Public Transportation Programs, hereinafter referred to as the "Project;" and,

WHEREAS, County desires to enter into this Agreement for the performance by Contractor of professional services related to the Project; and,

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, County has determined that this Agreement serves a public purpose.

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

### **AGREEMENT**

#### SECTION I SCOPE OF AGREEMENT

- 1.01 Contractor shall render professional services to County related to the Project as described in each executed Work Authorization, a sample of which is attached as Attachment C.
- 1.02 Contractor shall use best efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the 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.
- 1.03 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 which are not in the best interest of County and the Project.

- 1.04 At the request of County, Contractor shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of County, or at the site of the Project, or at area funding agency sites and shall permit inspections of its offices by County, or others when requested by County.
- 1.05 All work provided under this agreement shall conform to and be in the format required by federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, The Federal Highways Administration, the Environmental Protection Agency, Texas Commission on Environmental Quality, 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 II THE CONTRACTOR'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section XV, County shall pay to Contractor an amount not to exceed one million two hundred and fifty thousand and no/100 dollars (\$1,250,000) including all reimbursable expenses.
- 2.02 County reserves the right to negotiate hours, staffing, and other service requirements before issuance of each Work Authorization. Direct contract rates may be escalated at the discretion of County twice during the term of the Agreement. The first price increase request may not be made until at least 12 months after initial execution. Rate increases will apply to task orders issued after the increase effective date. Retroactive rate increases will not be allowed. The Consumer Price Index for all Urban Areas (CIP-U) for the Houston MSA will be used to establish a percent increase in the hourly rates. The percentage change will be the CPI for the current period less the CPI for the previous period divided by the previous period CPI multiplied by 100. The maximum direct rate increase allowed will be four percent (4%) above the previous direct cost rate. In the event the method to compute the CPI or the CPI base changes, the method described above may change.
- 2.03 Progress payments for authorized work detailed in Work Authorizations will be made when Contractor has attained a level of completion equal to or greater than agreed upon milestones of completion, as determined jointly by County and Contractor in good faith and reasonable judgment.
- 2.04 Contractor shall not provide any services under this Agreement until authorized by County in writing.
- 2.05 Contractor shall submit invoices to County as detailed in Section 2.06 below and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by the Contractor to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.
- 2.06 Contractor shall submit to County invoices detailing the amounts due for services performed during the previous month. Invoices shall be accompanied by a progress report indicating the percent complete for milestones identified under each work authorization. The progress report shall describe the tasks performed under each work authorization. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. Such verification shall take not more than thirty days from the County's receipt of an invoice. County shall process all uncontested invoices within thirty (30) calendar days. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. County will exercise reasonableness in contesting any billing or portion thereof.

### SECTION III TIME OF PERFORMANCE

- 3.01 This Agreement shall become effective upon execution of the last party and shall terminate on or before five years from the date of execution by the last party.
- 3.02 Services described under written Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended in writing by the County.
- 3.03 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.

### SECTION IV TERMINATION

- 4.01 County may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to Contractor.
- 4.02 Upon receipt of termination notice issued by County or Contractor, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Within thirty (30) days after receipt of notice of termination issued by County or Contractor, Contractor shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay Contractor that proportion of the services actually performed under this Agreement, less such payments on account of charges as have been previously made.
- 4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications and reports of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.
- 4.06 Either party may terminate this Agreement for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter.

### SECTION V OWNERSHIP AND REUSE OF DOCUMENTS

- 5.01 All documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Contractor or its approved outside advisory or support contractors (collectively, the "Documents") shall be the property of County.
- 5.02 County shall not be entitled to any Documents not deemed "final" by the Contractor until termination of this Agreement.

- 5.03 Contractor shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Contractor has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Contractor, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of Contractor will be at the County's sole risk and without liability or legal exposure to Contractor.
- 5.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Contractor agree that the services provided are a "work for hire" as the term is used in the federal Copyright Act. It is expressly agreed as a condition precedent to this Agreement that notwithstanding any other provisions of this Agreement or Work Orders that may be entered into, Contractor's services may involve substantial use of proprietary Advanced Land-Transportation Performance Simulation (ALPS) software that are and shall remain the exclusive property of Contractor, at the sole discretion of Contractor. The provisions of any Article of this Agreement related to transfer of ownership of data, copyrightable materials and documentation shall be applicable to Contractor's deliverables relating to ALPS only to the extent of paper printouts of computerized reports, and all documents prepared by commercially available software or "by hand". The following conditions shall be applicable.
- (a) Ownership of trade secrets or ALPS software of Contractor, including but not limited to computer programs and software, formulas, computer language and code in any form, computer programming tools and program shells, algorithms, structural and hierarchical diagrams, flow charts, and related proprietary manuals, shall not be transferred nor shall copies of such proprietary intellectual property be furnished by Contractor.
- (b) The parties agree that Contractor retains full rights to license or provide access to the ALPS software to any party desired without payment royalties or secondary license fees to any other party involved with the Project.
- Modifications and enhancements of existing ALPS software, as well as development of ancillary programs for purposes of accomplishing project tasks will not give rise to any claim of right of ownership or partial ownership in the new or modified ALPS software on the part of the County. Neither will such modifications or enhancements provide any form of license, access, or right to use the software for the County, although such license or access can be provided as part of a separate contract with Contractor.
- 5.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permitted only for use in connection with the services and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

## SECTION VI PERSONNEL, EQUIPMENT, AND MATERIAL

- 6.01 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment or through subcontract for the timely performance of the professional services required under this Agreement. Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.

- 6.02 Save and except in instances in which the employment and/or independent contractor relationship is terminated with Contractor, Transit Director will approve assignment and release of all key personnel with regards to the Project and Contractor shall submit written notification of all key personnel changes for Transit Director's approval prior to the implementation of such changes. For the purpose of this agreement, key personnel are defined in Attachment D, Key Personnel.
- 6.03 All personnel assigned to the Project shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement. Any personnel who, in the opinion of the Transit Director, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the Transit Director, immediately be removed from association with the Project.
- 6.04 Except as otherwise specified herein, Contractor shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

## SECTION VII ITEMS TO BE FURNISHED TO CONTRACTOR BY THE COUNTY

County shall provide to Contractor assistance in the coordination with all public and governmental entities.

SECTION VIII  
CONTRACTOR'S INSURANCE REQUIREMENTS

- 8.01 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:
- A. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - B. 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.
  - C. 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.
  - D. 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.
  - E. Professional Liability insurance with limits not less than \$1,000,000.
- 8.02 All Liability insurance policies, except Professional Liability, shall name County as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in County's favor.
- 8.03 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 IX INDEMNIFICATION

- 9.01 CONTRACTOR SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, LIEN OR JUDGMENT TO THE EXTENT CAUSED BY OR ARISING OUT OF THE NEGLIGENT ACTS AND OMISSIONS OF CONTRACTOR PURSUANT TO THIS AGREEMENT.
- 9.02 Contractor shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien, or judgment shall timely report all such matters to the County.
- 9.03 CONTRACTOR'S DUTY TO INDEMNIFY AND HOLD COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.
- 9.04 In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to Contractor and/or third parties, pro rata, for any negligence determined to have been caused by County.
- 9.05 Contractor shall cause all contractors and subcontractors who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify County and to hold County harmless from all claims for bodily injury and property damage that may arise from said contractor or subcontractor's operations. Such provisions shall be in form satisfactory to County.
- 9.06 County shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor providing such insurance.

## SECTION X DISPUTE RESOLUTION

- 10.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Contractor agree to submit the dispute to mediation.
- 10.02 In the event County or Contractor desire to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation.
- 10.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 10.04 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 in equity under any applicable statutes of limitation.

## XI NOTICE

- 11.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Contractor at the addresses set forth below.
- 11.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 11.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Contractor:

Lee Anne Dixon, P.E.  
Kimley-Horn and Associates, Inc.  
12012 Wickchester Lane, Suite 500  
Houston, TX 77063

B. If to County notice must be sent to the County Project Manager and County:

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

Fort Bend County  
Attention: County Judge  
301 Jackson, Suite 719  
Richmond, Texas 77469

- 11.04 Either party may designate a different address by giving the other party ten (10) days written notice.

## SECTION XII REPORTS OF ACCIDENTS

- 12.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Contractor), Contractor shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto.
- 12.02 Contractor shall also immediately send County a copy of any summons, subpoena, notice, or other documents served upon Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Contractor's performance of work under this Agreement.

## SECTION XIII WORK AUTHORIZATIONS



- 13.01 County will issue Work Authorizations using the form included in 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.
- 13.02 Contractor shall not begin any work until County and Contractor have executed a Work Authorization. Costs incurred by Contractor before a Work Authorization is fully executed or after the completion date specified in the Work Authorization shall not be subject to payment or reimbursement.
- 13.03 All services provided by Contractor must be completed on or before the completion date specified in the Work Authorization, and no Work Authorization completion date shall extend beyond the contract period set forth in Section III of this Agreement.
- 13.04 The maximum time is the time needed to complete all Work Authorizations that will be issued.
- 13.05 Each Work Authorization shall specify the types of services to be performed and will include: (A) a period of performance with a beginning and ending date; (B) a full description of the work to be performed; (C) a work schedule with milestones; (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 calculated using amounts set forth in Attachment A.
- 13.06 Contractor shall not to 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.
- 13.07 County will not pay any items of cost that are not included in an executed Work Authorization.
- 13.08 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.
- 13.09 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.
- 13.10 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 Attachment C. 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 relating to additional work not directly associated with the performance or 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 III, 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 II of this Agreement unless an appropriate contract amendment has been approved by the County and set forth in writing.
- 13.11 In the event Contractor determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, Contractor shall promptly notify County and County may, at its sole discretion, extend the Work Authorization

period by execution of Supplemental Authorization, using the form attached hereto as Attachment C.

- 13.12 Any changes that may modify the scope of services authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. Contractor shall allow adequate time for County to review and approve any request for a time extension prior to expiration of the Work Authorization. If the change in scope affects the amount payable under the Work Authorization, Contractor shall prepare a revised work authorization budget for County's consideration.
- 13.13 In the event Contractor does not complete the services authorized in a Work Authorization before the specified completion date and has not requested a Supplemental Work Authorization, the Work Authorization shall terminate on the completion date. At the sole discretion of County, County may issue a new Work Authorization to Contractor for the incomplete work using the unexpended balance of the preceding Work Authorization for the project
- 13.14 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 XIV LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating County and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of County shall have any personal obligation hereunder.

#### SECTION XV LIMIT OF APPROPRIATION

- 15.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of one million two hundred and fifty thousand and no/100 (\$1,250,000), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 15.02 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 hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of one million two hundred and fifty thousand and no/100 (\$1,250,000) for described scope of services in all executed Work Authorizations.

#### SECTION XVI SUCCESSORS AND ASSIGNS

- 16.01 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 such other party, in respect to all covenants of this Agreement.
- 16.02 Neither County nor Contractor shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

## SECTION XVII PUBLIC CONTACT

- 17.01 Contact with any media, citizens of Fort Bend County or governmental agencies shall be subject to the approval of County.
- 17.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed or received from County in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

## SECTION XVIII MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## SECTION XIX NO FEDERAL OBLIGATION TO THIRD PARTIES

County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## SECTION XX PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT AND RELATED ACTS

- 20.01 Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- 20.02 Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves

the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

- 20.03 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.

## SECTION XXI ACCESS TO RECORDS

- 21.01 Contractor agrees to provide 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.
- 21.02 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 XXII 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 XXIII CIVIL RIGHTS REQUIREMENTS

- 23.01 The following requirements apply to the underlying contract:

- A. 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.

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

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- 23.02 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.

#### SECTION XXIV DISADVANTAGED BUSINESS ENTERPRISES

- 24.01 This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.
- 24.02 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 County deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

- 24.03 The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- 24.04 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 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.
- 24.05 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. 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 XXV

##### 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 County requests which would cause County to be in violation of the FTA terms and conditions.

#### SECTION XXVI

##### GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

- 26.01 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.
- 26.02 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.
- 26.03 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 XXVII 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.

## SECTION XXVIII CLEAN AIR

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## SECTION XXIX 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.

## SECTION XXX SEISMIC SAFETY REQUIREMENTS

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

## SECTION XXXI ENERGY CONSERVATION

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.

## SECTION XXXII ACCESS FOR INDIVIDUALS WITH DISABILITIES

32.01 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:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. 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;
- C. 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;
- D. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- G. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. 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
- I. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- J. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and



- K. Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

### SECTION XXXIII MISCELLANEOUS

- 33.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 33.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 33.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 33.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- 33.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.
- 33.06 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, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

### SECTION XXXIV APPENDICES

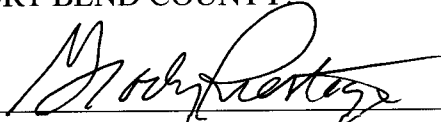
The Appendices attached to this Agreement, which consists of the following and are incorporated herein by reference as if set forth verbatim:

Attachment A	Cost Proposal
Attachment B	Statement of Work
Attachment C	Sample Work Authorization
Attachment D	Key Personnel

SECTION XXXV  
EXECUTION


This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:


  
\_\_\_\_\_  
Grady Prestage, Commissioner Precinct 2  
Presiding Officer, Commissioners Court, March 23, 2010

3-23-2010  
Date

Attest:

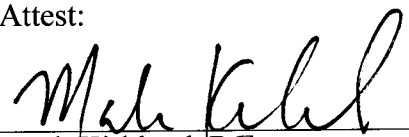
  
\_\_\_\_\_  
Dianne Wilson, County Clerk

Kimley-Horn and Associates, Inc.:

  
\_\_\_\_\_  
Brandon Guillory, PE - Associate

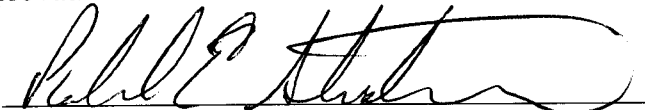
3/16/2010  
Date

Attest:

  
\_\_\_\_\_  
Mark Kirkland, P.E.

AUDITOR'S CERTIFICATE

I hereby certify that funds are available and limited to the amount of \$1,000.00 to accomplish and pay a portion of the obligation of Fort Bend County under the terms of this contract. Increases to this certification are contingent upon receipt of additional federal grant awards and Commissioners Court approval.

  
\_\_\_\_\_

Ed Sturdivant, Fort Bend County Auditor

**ATTACHMENT A**

**COST PROPOSAL SPREADSHEET**

ATTACHMENT A

COST PROPOSAL SPREADSHEET

<b>Kimley-Horn and Associates, Inc.</b>	<b>Personnel Assignment</b>	<b>Rate/Hour</b>
Principal	As needed	\$250.00
Project Manager	J. Sam Lott	\$220.00
Sr. Planner II	As needed	\$180.00
Sr. Planner I / Sr. Professional	Lee Anne Dixon	\$160.00
Planner II / Professional	As needed	\$145.00
Planner I	Joe Willhite	\$145.00
Analyst / Technician	As needed	\$100.00
Administrative Staff	As needed	\$65.00

<b>Klotz Associates, Inc.</b>	<b>Personnel Assignment</b>	<b>Rate/Hour</b>
Principal	As needed	\$250.00
Project Manager	Rick Liesse	\$220.00
Planner	Kevin Tyer	\$170.00
Analyst / Technician	As needed	\$100.00
Administrative Staff	As needed	\$65.00

<b>Gateway Planning Group, Inc.</b>	<b>Personnel Assignment</b>	<b>Rate/Hour</b>
Principal	As needed	\$300.00
Project Manager	Scott Polikov	\$225.00
Sr. Planner	As needed	\$180.00
Planner	As needed	\$160.00
Administrative Staff	As needed	\$65.00

<b>Nancy R. Edmonson Transportation Consulting</b>	<b>Personnel Assignment</b>	<b>Rate/Hour</b>
Sr. Planner	Nancy Edmonson	\$120.00

<b>Zarinkelk Engineering Services, Inc.</b>	<b>Personnel Assignment</b>	<b>Rate/Hour</b>
Project Manager	Giti Zarinkelk	\$210.00
Sr. Planner	Lucie Ayer	\$150.00
Planner	Sobhan Alitavoli	\$90.00
Analyst / Technician	Roshan Moayed	\$100.00
Administrative Staff	Tajinzar Rayazi	\$65.00

<b>AIA Engineers, Ltd.</b>	<b>Personnel Assignment</b>	<b>Rate/Hour</b>
Principal		210.00
Project Manager	Zina Schwartz	\$170.00
Sr. Planner	Laura Fuller	\$145.00
Planner	Saritha Padhirae	\$100.00
Designer	Craig Cook	\$80.00
CADD Tech		\$65.00
Administrative Staff		\$55.00

# ATTACHMENT B

## Scope of Work

# **Attachment B**

## **Scope of Work**

Assist Fort Bend County in its ongoing pursuit of transit services and related funding, grant applications and/or service agreements. Professional assistance to include but not be limited to participation in transportation planning activities, preparation of related transit planning documents and consultation and/or assistance with financial planning scenarios, documents and agreements. Contractor(s) will provide ongoing research and recommendations regarding funding strategies and transit improvements within Fort Bend County. This will include research of funding sources rules, regulations and policies as well as recommendations on financing mechanisms, transit improvements, transit agreement configurations among providers, agencies, corporations, etc.

### **7.2 Coordination/Continuation of Transportation Services**

Contractor will be asked to provide professional assistance in developing plans and recommendations for implementation and continuation of public transportation services. Contractor will research any associated issues related to service implementation and/or continuation with federal and local funding. Other services may include but not be limited to preparation of planning documents and reports, preparation of operating plans, preparation and conduct of related public meetings/hearings, and if required, serve as the County's representative at meetings and/or during negotiations. Associated research, funding scenarios, financing options, service planning, recommendations, coordination among agencies, meeting attendance, etc. will be required.

### **7.4 Long-range Transportation Improvement Program**

7.4.1 Review and refine the Fort Bend Transit System long-range Capital Improvement Program through 2035. Evaluate the financial and operational necessity, feasibility, and impact of projected Fort Bend Transit System improvements currently outlined in the Regional Transportation Plan. Review projects recommended in the recently completed Fort Bend County Transit Feasibility Study along with projects in the preliminary planning and discussion stages and identify projects for inclusion in the long range plan. Update the long-range Transportation Improvement Program to include planning for service, fleet, facility, maintenance, and staffing requirements required by service growth estimates of Fort Bend Transit System's existing and projected metropolitan and rural service area.

7.4.2 Contractor will be required to provide related data collection activity and/or data analysis elements needed to provide appropriate resource and back up materials for projects as required by Fort Bend County and/or



planning agencies. Contractor may also be required to complete and submit varying forms and documentation to planning agencies. Periodic review and update of the plan will be required throughout the contract period. At a minimum, an annual review and update will be required however reviews, updates and/or response to requests for information concerning programmed projects could occur more often.

## 7.5 Short-range Transportation Improvement Program

7.5.1 Based on the results of projects considered for the long range plan, review the existing short range Transportation Improvement Program and revise as necessary. For planning purposes, the short range plan is to include projects for implementation through 2013. Placement of projects in the short range plan will require more detailed data and information than that required for the long range plan. Contractor will be required to obtain, perform or engage the performance of any related data collection activity and/or data analysis elements needed to provide appropriate resource and back up materials for projects as required by Fort Bend County and/or planning agencies. Contractor will also be required to complete and submit varying forms and documentation to planning agencies.

7.5.2 Periodic review and update of the plan will be required throughout the contract period. At a minimum, an annual review and update will be required however reviews, updates and/or response to requests for information concerning programmed projects could occur more often.

7.5.3 Throughout the course of each sub-task, contractor will be required to provide liaison and other assistance with local, state and federal agency representatives, elected officials, and/or private sector representatives regarding Fort Bend County's projects. Contractor will also monitor and assist with funding applications, present project or proposal information to various groups, and assist with any required or recommended public information process as applicable.

7.5.4 Sample projects include the following:

- a) Alternative alignment and mode analysis
- b) Conceptual cost estimation (facilities planning)
- c) Geographic Information System (ArcView)
- d) Fixed route transit planning
- e) Para transit service planning
- f) Ridership projections
- g) Station location analysis
- h) Transit friendly design concepts
- i) Travel demand estimation
- j) Transportation Modeling (TranPlan, TransCAD)

- k) Transportation planning-short and long range
- l) Transit operations planning
- m) Traffic analysis
- n) Visual simulation
- o) Transit oriented development
- p) Financial plan

## 7.8 Project Administration Components (PAC)

- 7.8.1 Planning Assistance. Provide assistance with legal and financial issues through development of data and documentation to support the preparation of local, state, and federal grants related to funding projects identified in the short and long range Capital Improvement Programs.
- 7.8.2 Intergovernmental Liaison. Monitor and assist with application submissions and process' through federal, state, and local grant review processes. Submit and/or present project information on behalf of the County at the federal, state, and local level as required.
- 7.8.3 Contractor Assistance. Provide liaison and other assistance as needed to Fort Bend County contractors retained under this and other contracts. When applicable or requested, assist Fort Bend County in procuring contractor services and/or assist contractors in procuring sub-contractors for Fort Bend County projects. Provide assistance, analysis, evaluation, coordination of meetings or activities, procedural expertise, etc. to insure compliance with federal, state and local requirements.
- 7.8.4.3 Miscellaneous Agreements. It is anticipated that throughout the course of this contract, the County's transportation coordination efforts combined with varying funding source requirements and regulations may require the County to seek additional requests for proposals, bidding documents, legal counsel and/or contract documents. This task requires project coordination between the County, the private sector, Cities and varying funding sources. Where and when applicable, develop a Request for Proposal document soliciting proposals, contract documents, agreements and/or provide assistance/recommendation/consulting in the preparation of contract or agreement. As the facilities or equipment and/or staffing affected by these agreements may be financed by Federal, State and local funds, all documents must be developed and awarded in accordance with applicable federal, state, and local, and regulations.

ATTACHMENT C

WORK AUTHORIZATION

## ATTACHMENT C

### WORK AUTHORIZATION NO. \_\_\_\_ AGREEMENT FOR PROFESSIONAL SERVICES

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section XIV of Professional Services Agreement entered into by and between Fort Bend County, and Kimley Horn & Associates, Inc. (the Contractor), on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**PART I.** The Contractor will perform professional services generally described as \_\_\_\_\_ in accordance with the project description attached hereto and made a part of this Work Authorization. The Contractor's Scope of Work, Labor Estimate, and Schedule are further detailed in Exhibits A and C, respectively, which are attached hereto and made a part of the Work Authorization.

**PART II.** The maximum amount payable under this Work Authorization is \$ \_\_\_\_\_. This amount is based upon fees set forth in Attachment A,

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

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on \_\_\_\_\_, unless extended by a supplemental Work Authorization as provided in the Agreement.

**PART V.** 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.

#### THE CONTRACTOR

#### FORT BEND COUNTY, TEXAS

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

#### LIST OF EXIBITS

Exhibit A	Scope of Work
Exhibit B	Cost/Payment Agreement
Exhibit C	Schedule/Milestones

# ATTACHMENT D

Key Personnel.

## KEY PERSONNEL

<b><u>Firm</u></b>	<b><u>Work Activitiy</u></b>	<b><u>Personnel Assignment</u></b>
Kimley-Horn and Assoc.	Project Manager	Sam Lott, P.E.
Kimley-Horn and Assoc.	Traffic Forecasting	Joe Willhite, AICP
Kimley-Horn and Assoc.	Traffic Operations and Modeling	Lee Anne Dixon, P. E.
Nancy R. Edmonson Transportation Consulting	Grant Advisor	Nancy Edmonson
Gateway Planning Group	Financial and Value Capture Advisor; PPP	Scott Polikov, AICP, CNU
Zarinkeik Engineering Services	Grant Advisor	Lucie Ayer, AICP
AIA Engineers, Ltd.	Traffic Engineering	Zina Schwartz, P.E.
Klotz Associates	Traffic Engineering	Kevin Tyer, P.E.
Klotz Associates	Traffic Engineering	Richard Liesse, P.E. , RPLS, FNSPE