

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and HDR Engineering, Inc. (hereinafter "Consultant"), a corporation authorized to conduct business in the State of Texas.

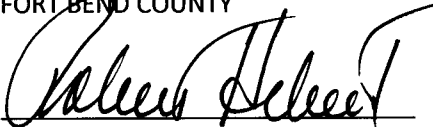
THAT WHEREAS, the parties executed and accepted that certain Professional Services Agreement dated March 23, 2010, (hereinafter "Agreement"), attached hereto as Exhibit A and incorporated by reference herein for all purposes; and

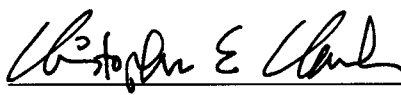
WHEREAS, the parties desire to increase the direct contract rates for the Agreement in accordance with Section 2.02 of the Agreement.

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


The direct contract rates for the Agreement shall be in accordance with the attached Exhibit B. These rates will be effective for all Work Authorizations executed by the parties after execution of this Amendment by the last party hereto.

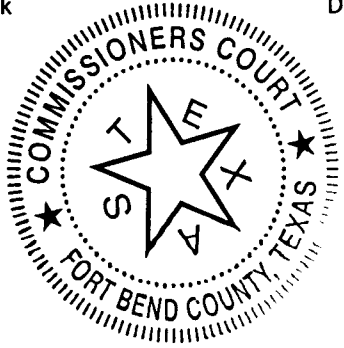
Except as provided herein, all terms and conditions of the Professional Services Agreement shall remain unchanged.

FORT BEND COUNTY

Robert E. Hebert, County Judge
4-24-2012

HDR ENGINEERING, INC.

Authorized Agent- Signature
Christopher E. Claunch
Authorized Agent- Printed Name

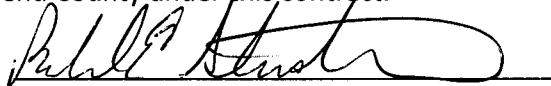
Senior Vice President / Managing Principal
Title
4/20/12
Date

ATTEST:

Dianne Wilson, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,250,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

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

Robert Edward Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS §
 §
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 HDR Engineering, Inc., (hereinafter referred to as “Consultant,”) 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 Consultant 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 Consultant 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 Consultant 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 consultants in similar projects. Consultant shall use its best efforts to ensure that all services provided hereunder shall be suitable for their intended use. Consultant shall perform its services to meet the agreed upon scope of services herein.
- 1.03 Consultant 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, Consultant 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. At the

request of County, Consultant 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.

- 1.04 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, The 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 CONSULTANT'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Consultant, and subject to the limit of appropriation under Section XV, County shall pay to Consultant 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 Consultant has attained a level of completion equal to or greater than agreed upon milestones of completion, as mutually agreed upon by the parties.
- 2.04 Consultant shall not provide any services under this Agreement until authorized by County in writing.
- 2.05 Consultant 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 Consultant to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.
- 2.06 Consultant 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 for 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. 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 Consultant or any costs incurred by Consultant 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 Consultant.
- 4.02 Upon receipt of termination notice issued by County or Consultant, Consultant 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 Consultant, Consultant shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay Consultant 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 Upon payment of all amounts rightfully owed by the County to the Consultant all documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Consultant 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 Consultant until termination of this Agreement.

- 5.03 Consultant 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 Consultant 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 Consultant, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of Consultant will be at the County's sole risk and without liability or legal exposure to Consultant.
- 5.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder upon payment of all amounts rightfully owed by the County to the Consultant hereunder, including all rights of copyright therein. County and Consultant agree that the services provided are a "work for hire" as the term is used in the federal Copyright Act.
- 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 Consultant 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. Consultant 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 Consultant, Transportation Director will approve assignment and release of all key personnel with regards to the Project and Consultant shall submit written notification of all key personnel changes for Transportation 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 Transportation Director, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the Transportation Director, immediately be removed from association with the Project.
- 6.04 Except as otherwise specified herein, Consultant shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

SECTION VII ITEMS TO BE FURNISHED TO CONSULTANT BY THE COUNTY

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

**SECTION VIII
CONSULTANT'S INSURANCE REQUIREMENTS**

- 8.01 Prior to commencement of the Services, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to provide insurance 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 per claim.
- 8.02 All Liability insurance policies with the exception of the Professional Liability Policy and Workers' Compensation Policy shall name County as an additional insured. Furthermore, the Workers Compensation and Liability Insurance (except Professional Liability Insurance carriers) carriers shall grant a waiver of subrogation in County's favor.
- 8.03 If required coverage is written on a claims-made basis, Consultant 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 **CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT TO THE EXTENT CAUSED BY OR ARISING OUT OF, OR IN CONNECTION WITH THE NEGLIGENT ACTS AND OMISSIONS OF CONSULTANT PURSUANT TO THIS AGREEMENT.**
- 9.02 **Consultant shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide County with a written report on each such matter covered by this paragraph and by Section 9.3 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Consultant in the defense of each matter.**
- 9.03 **County shall timely forward to Consultant copies of any and all claims, demands, suits, actions, proceedings, or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Consultant in its defense of each such matter.**
- 9.04 **CONSULTANT'S DUTY TO DEFEND 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.**
- 9.05 **In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with negligent acts or omissions of Consultant, Consultant shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Consultant are not at issue in the matter. In such event, County shall promptly reimburse Consultant for its costs of defense.**
- 9.06 **In the event that any such matter being so defended by Consultant also involves any claim of negligence or wrongful action by County, County shall have the obligation to participate in the defense of the matter through separate counsel.**
- 9.07 **Consultant shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.**
- 9.08 **In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County.**
- 9.09 **The provision by Consultant of insurance shall not limit the liability of Consultant under this Agreement.**
- 9.10 **Consultant 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.

- 9.11 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 Consultant 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 Consultant agree to submit the dispute to mediation.
- 10.02 In the event County or Consultant 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, delivered via reputable overnight courier, 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 Consultant 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 Consultant:

Michael Hochschild, AICP
1801 Main Street, Ste. 1000
Houston, Texas 77002-8120

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 Consultant), Consultant 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 Consultant shall also immediately send County a copy of any summons, subpoena, notice, or other documents served upon Consultant, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Consultant'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 Consultant under this agreement. Consultant must sign and return a work authorization to County within seven (7) working days after receipt. Refusal of Consultant to accept a Work Authorization shall be grounds for termination of this Agreement by County.
- 13.02 Consultant shall not begin any work until County and Consultant have executed a Work Authorization. Costs incurred by Consultant 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 Consultant 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 Consultant 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.
- 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, Consultant 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 Consultant's responsibilities and obligations established in this Agreement. Consultant 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 Consultant or any costs incurred by Consultant relating to additional work not directly associated with the performance or prior to the execution of the Work Authorization. Consultant 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 Consultant determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, Consultant 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. Consultant 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, Consultant shall prepare a revised work authorization budget for County's consideration.
- 13.13 In the event Consultant 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 Consultant 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, Consultant 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, Consultant has been advised by County, and Consultant 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 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Consultant 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 Consultant 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, Consultant 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, Consultant 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 Consultant to the extent the Federal Government deems appropriate.
- 20.02 Consultant 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 Consultant, to the extent the Federal Government deems appropriate.
- 20.03 Consultant 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 Consultant 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 Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant'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. Consultant 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 Consultant 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 Consultant 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

Consultant 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. Consultant'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, Consultant 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, Consultant 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, Consultant 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. Consultant 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, Consultant 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, Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Consultant 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, Consultant 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, Consultant agrees to comply with any implementing requirements FTA may issue.
- 23.02 Consultant 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 Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Consultant 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 Consultant 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 Consultant is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after Consultant's receipt of payment for that work from County. In addition, Consultant 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 Consultant 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. Consultant 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. Consultant 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, Consultant is required to verify that none of Consultant, 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 Consultant 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

Consultants 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

Consultant 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 . Consultant 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. Consultant 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

Consultant 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 . Consultant 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. Consultant 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

Consultant 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. Consultant 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

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

**SECTION XXXIV
APPENDICES**

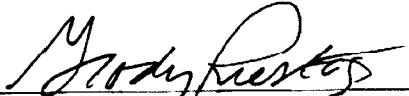
The Appendices attached to this Agreement, which consists of the following and are incorporated herein by reference as if set forth verbatim:

Attachment A	Cost Proposal
Attachment B	Scope 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

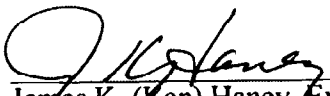
3-23-2010
Date

Attest:



Dianne Wilson, County Clerk

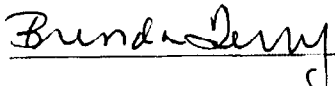
HDR ENGINEERING, INC.:



James K. (Ken) Haney, Executive Vice President

March 18, 2010
Date

Attest:



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

<u>Firm</u>	<u>Personnel Assignment</u>	<u>Rate/Hr.</u>
HDR Engineering, Inc.	Steve Beard	\$330.00
HDR Engineering	Mike Hochchild, AICP	\$149.00
HDR Engineering	Janet Kennison	\$227.00
HDR Engineering	Laura Grams	\$ 99.00
HDR Engineering	Cynthia Whitehead	\$227.00
HDR Engineering, Inc.	Scott Barker	\$152.00
HDR Engineering	Mark McLaren, ASLA	\$239.00
HDR Engineering	Stella Gustavson	\$136.00
HDR Engineering, Inc.	Jeremy Beard	\$ 81.00
HDR Engineering, Inc.	Margaret Adams, AICP	\$ 80.00
HDR Engineering	Mike Rose	\$133.00
HDR Engineering	Christine Luthi	\$131.00
HDR Engineering	Roben Armstrong	\$ 99.00
HDR Engineering	Administrative	\$ 61.00
Dikita Enterprises	S. Parani Palaniappan, PHD	\$175.00
Dikita Enterprises	Amy Moore	\$153.00
Dikita Enterprises	Martin Wiggins	\$108.00
Dikita Enterprises	Administrative	\$ 30.00
Marsh Darcy Partners	Sherri Riveron	\$100.00
Marsh Darcy Partners	Kent Marsh, AICP	\$190.00
Marsh Darcy Partners	Sue Darcy	\$175.00
Marsh Darcy Partners	Venita Ray, Esq.	\$110.00
Marsh Darcy Partners	Andrew Burleson	\$110.00
Marsh Darcy Partners	Administrative	\$ 50.00

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. Consultant(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.

7.1 Financing/Funding

7.1.1 Consultant will assist the County in qualifying for FTA, TXDOT, FHWA and other State/Federal funding sources according to federal, state or other funding source procedures and policies. Activities will include preparation of grant applications, meetings with funding agencies, etc. Further activities to include preparation and follow-through to completion of pre-award authority requests and documentation, research and consultation regarding the transportation project financing and issues, appropriate filings, activities and/or correspondence related to financial applications and/or compliance

7.1.2 Work directly with Fort Bend County representatives to formulate strategies for pursuit of federal, state, and MPO funding resources, as well as identification of local match opportunities (State, Toll Road Credits, Land Donation, Advanced Spending Authority, Etc.). Activities under this task will also include development of applications and materials related to special calls for projects such as the Statewide Transportation Enhancements Program (STEP), and the development of supporting air quality and other project benefits documents as applicable. Preparation of all required documents, analysis, reports, response to information requests, and attendance at related meetings will be required.

7.2 Coordination/Continuation of Transportation Services

Consultant will be asked to provide professional assistance in developing plans and recommendations for implementation and continuation of public transportation services. Consultant 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.

7.3 General Transportation Planning

Assist Fort Bend County in the preparation of its ongoing grant applications to local, state and federal agencies. Assist with filing grant applications and reports in the federal TEAM system, oversee and provide guidance on procurements to insure compliance with federal procurement requirements and address federal project management requirements where and when necessary. Activities to include coordination with the Houston-Galveston Area Council (H-GAC), necessary submissions and amendments to the Regional Transportation Plan (RTP), and the Transportation Improvement Program (TIP) and the Unified Planning Work Program (UPWP).

7.4 Economic Development Projects

7.4.1 Fort Bend County is expected to double its population to 1 million people in the next 20 to 25 years. One challenge facing the region is expanding commercial development and jobs to keep pace. The State of Texas and the Federal Transit Administration have stepped up promotion of public/private sector partnerships particularly in regards to transit oriented development and transit oriented public/private partnerships. Consultant will be asked to assist Fort Bend County to initiate and complete efforts to include Transit Oriented Development projects and public/private partnerships as viable options and projects within the County.

7.4.2 Project Development. Assist Fort Bend County in seeking private-sector investors interested in developing transit oriented projects within Fort Bend County by providing recruitment assistance, data and information regarding Fort Bend County activities. Facilitate private sector, Fort Bend County and local municipal government interface regarding development objectives. Coordinate and interface between local governments, property owners and interested investors.

7.4.3 Residential Project Development. Assist Fort Bend County in exploring and developing residential projects within Fort Bend that include transportation access and design amenities. Analyze available grant funding programs and assist County staff in the development of project funding frameworks. As required, serve as liaison between the County, project developers, and funding agencies.

7.5 Development Agreements.

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 development agreements and/or provide assistance/recommendation/consulting in the preparation of contract documents awarding a proposal to develop and/or partner with the County for retail, housing, shared use or other coordination, enhancement or economic development process or agreements. As the facilities or equipment 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 regulations.

7.6 Revenue Agreements.

Fort Bend Transit System may pursue advertising and concession agreements on buses and project sites in order to generate revenue for transit operations and projects. Consultant will be asked to assist Fort Bend County in the development of related policies and procedures, bid documents and processes, negotiation, etc. Elements of this task will be requested on an as needed basis throughout the contract period and will include but not be limited to the following:

7.7 Concession Agreements.

As facilities are developed, assist Fort Bend County in the development of appropriate policy and procedure related to implementation of concession agreements, inclusive of concession operations, for Fort Bend County Transit Facilities. Services to include but not be limited to development of policy documents, Request for Proposal documents, assistance with proposal solicitation activities, liaison with vendor representatives, presentation documents, attendance and presentations at related meetings, etc. As sites may be developed, utilizing varying funding sources (Federal, State and Local), concession agreements must be developed and awarded in accordance with applicable federal, state, and local guidelines and regulations.

7.8 Advertising Agreements.

Working with County Officials and staff, Marketing and Public Relations personnel and contractors develop an Advertising Policy and related Request For Proposal documents soliciting proposals for advertisements to be placed in or on transit vehicles and/or in, on or around transit facilities. As facilities and equipment were obtained utilizing Federal, State and local funds, the advertising policy and related agreements must be developed in accordance with applicable federal, state, and local guidelines 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 HDR ENGINEERING, INC.(the Consultant), on the ____ day of _____, ____.

PART I. The Consultant will perform professional services generally described as _____ in accordance with the project description attached hereto and made a part of this Work Authorization. The Consultant'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 Consultant 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 CONSULTANT
HDR ENGINEERING, INC.**

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

<u>Firm</u>	<u>Work Activity</u>	<u>Personnel Assignment</u>
HDR Engineering, Inc.	Principal In Charge	Steve Beard
HDR Engineering	Project Manager	Mike Hochschild, AICP
HDR Engineering	Environmental	Janet Kennison
HDR Engineering	Deputy PM – Service Planning	Laura Grams
HDR Engineering	Financing/Funding	Cynthia Whitehead
HDR Engineering, Inc.	Capital Planning/TIP	Scott Barker
HDR Engineering	Transit Oriented Development	Mark McLaren, ASLA
HDR Engineering	Land Use	Stella Gustavson
HDR Engineering, Inc.	GIS/Planning	Jeremy Beard
HDR Engineering, Inc.	Economic Development	Margaret Adams, AICP
HDR Engineering	Ridership Demand	Mike Rose
HDR Engineering	Public Involvement	Christine Luthi
HDR Engineering	General Planning/Environmental	Roben Armstrong
Dikita Enterprises	Financing/Funding	S. Parani Palaniappan, PHD
Dikita Enterprises	Data Collection	Amy Moore
Dikita Enterprises	Data Collection	Martin Wiggins
Marsh Darcy Partners	Economic Development	Sherri Riveron
Marsh Darcy Partners	Development Agreements	Kent Marsh, AICP
Marsh Darcy Partners	Economic Development	Sue Darcy
Marsh Darcy Partners	Advertising/Concession Agreements	Venita Ray, Esq.
Marsh Darcy Partners	Advertising/Concession Agreements	Andrew Burleson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2010

6/7/2010

PRODUCER Lockton Companies, LLC-1 Kansas City
444 W 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

INSURED HDR ENGINEERING, INC.
1013472 8404 INDIAN HILLS DRIVE
OMAHA NE 68114-4049

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Company	19682
INSURER B: Allied World National Assurance Company	10690
INSURER C: New Hampshire Insurance Company	23841
INSURER D: Insurance Company of the State of PA	19429
INSURER E: Zurich American Insurance Company	16535

COVERAGES I HDRIN01 SA

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	37CSEQU0950	6/1/2009	6/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	37CSEQU0951 (AOS) 37CSEQU0952 (HI)	6/1/2009 6/1/2009	6/1/2010 6/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX AGG \$ XXXXXXXX
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> RETENTION \$ 0	C012177/001 (EXCLUDES PROF. LIAB)	6/1/2009	6/1/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX \$ XXXXXXXX
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	3621195 (AOS) 3621196 (CA)	6/1/2009 6/1/2009	7/1/2010 7/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E		OTHER ARCHS & ENGS PROFESSIONAL LIABILITY	EOC9260026-02	6/1/2009	6/1/2010	PER CLAIM: \$1,000,000. AGG: \$1,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: RFP 09-071 ASSISTANCE WITH TRANSPORTATION PLANNING ACTIVITIES

CERTIFICATE HOLDER

10843844
 FORT BEND COUNTY
 ATTN: CHERYL THOMPSON
 4520 READING ROAD
 ROSENBERG TX 77471

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND YOU BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~AND YOU WILL BE RESPONSIBLE FOR~~ ~~YOUR OWN CANCELLATION OF THE POLICY.~~ ~~YOUR OWN CANCELLATION OF THE POLICY.~~ ~~YOUR OWN CANCELLATION OF THE POLICY.~~

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'HDRIN01'.

EXHIBIT B

HDR WAGE INCREASE SPREADSHEET

Staff	Original Contract Wage	4% increase	allowable increase	Proposed County Wage
S. Palaniappan	\$ 175.00	\$ 7.00	\$ 182.00	\$ 182.00
J. Kent Marsh	\$ 190.00	\$ 7.60	\$ 197.60	\$ 197.60
Scott Barker	\$ 152.00	\$ 6.08	\$ 158.08	\$ 156.00
Steve Beard	\$ 330.00	\$ 13.20	\$ 343.20	\$ 340.00
Jeremy Beard	\$ 81.00	\$ 3.24	\$ 84.24	\$ 84.00
Roben Armstrong	\$ 99.00	\$ 3.96	\$ 102.96	\$ 102.96
Cynthia Whitehead	\$ 227.00	\$ 9.08	\$ 236.08	\$ 236.08
Mike Hochschild	\$ 149.00	\$ 5.96	\$ 154.96	\$ 154.96
Christine Luthi	\$ 131.00	\$ 5.24	\$ 136.24	\$ 136.24
Mike Rose	\$ 133.00	\$ 5.32	\$ 138.32	\$ 138.32
M. Wiggins	\$ 108.00	\$ 4.32	\$ 112.32	\$ 112.32
Sue Darcy	\$ 175.00	\$ 7.00	\$ 182.00	\$ 182.00
Mark McLauren	\$ 239.00	\$ 9.56	\$ 248.56	\$ 248.56
Janet Kenninson	\$ 227.00	\$ 9.08	\$ 236.08	\$ 236.08
Laura Grams	\$ 99.00	\$ 3.96	\$ 102.96	\$ 102.96
Administrative	\$ 30.00	\$ 1.20	\$ 31.20	\$ 31.20
Administrative	\$ 61.00	\$ 2.44	\$ 63.44	\$ 63.44
Venita Ray	\$ 110.00	\$ 4.40	\$ 114.40	\$ 114.40
B. Clendennin	\$ -			\$ 100.64
Brock Crenek	\$ -			\$ 165.00
John Havenstrite	\$ -			\$ 180.00
K. Maude	\$ -			\$ 47.00
Keschia Matthews	\$ -			\$ 114.00
Steven Granson	\$ -			\$ 112.00
Rick Staigle	\$ -			\$ 160.00