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

WORK AUTHORIZATION NO. 1

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

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

5. Price and Payment.

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

- c. The maximum amount payable under this Work Authorization is Seventy Thousand One Hundred dollars and 00/100 (\$70,100.00). This amount is based upon fees set forth in **Exhibit B**.
- d. All invoices to County under this Agreement shall be submitted to the following address:

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

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

| | Due Date | | | |
|--------|---------------------------------|--------------------|--|--|
| WA6-D1 | Subtask 4: Technical memorandum | March 31, 2023 | | |
| WA6-D3 | Subtask 8: Deliverables Package | September 30, 2023 | | |

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

(Execution Page Follows)

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

| FORT BEND COUNTY | TEXAS A&M TRANSPORTATION INSTITUTE | | | | | |
|---|--|--|--|--|--|--|
| County Judge KP George | Digitally signed by Lesli Kerth Date: 2023.02.02 17:49:40 -06'00' | | | | | |
| KP George, County Judge | Authorized Agent- Signature | | | | | |
| February 14, 2023 | Lesli Kerth | | | | | |
| Date | Authorized Agent- Printed Name | | | | | |
| ATTEST: | Associate Director TA | | | | | |
| TO SOUND COUNTY | Title | | | | | |
| Kayra Richard | 2/2/2023 | | | | | |
| Laura Richard, County Clerk | Date | | | | | |
| Reviewed by: Perri D'Armond Public Transportation Director | | | | | | |
| AUDITOR'S CERTIFICATE | | | | | | |
| I hereby certify that funds are availab pay the obligation of Fort Bend County under | le in the amount of \$_70,100.00 to accomplish and this contract. | | | | | |

Exhibit A: Statement of Work Exhibit B: Cost Estimate

Exhibit C: Project Timeline

Robert Ed Sturdivant, County Auditor

EXHIBIT A

Statement of Work

EXHIBIT A STATEMENT OF WORK WORK AUTHORIZATION NO. 1

Westpark Park-and-Ride Service Concepts

Purpose:

Fort Bend County (County) anticipates beginning construction of the Westpark park-and-ride lot (WPPR) in 1st Quarter 2023. The park-and-ride lot was planned and designed prior to the COVID-19 pandemic. Given the changes in travel demand and travel patterns resulting from the pandemic, TTI will assist County in re-assessing how the park-and-ride lot will support the county's transit needs.

Subtasks:

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

for County staff.

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

EXHIBIT B

Cost Estimate

Budget:

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

EXHIBIT C

Project Timeline

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

| | | | | | | Month | | | | |
|------------------------------|----------------------------|---|---|---|---|-------|---|---|---|---|
| Schedule by Subtask by Month | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Subtask 1 | Kickoff Activities | | | | | | | | | |
| Subtask 2 | Stakeholder Input Round 1 | | | | | | | | | |
| Subtask 3 | Goals & Guiding Principles | | | | | | | | | |
| Subtask 4 | Preliminary Options | | | | | | | | | |
| Subtask 5 | Stakeholder Input Round 2 | | | | | | | | | |
| Subtask 6 | Preferred Option | | | | | | ! | | | |
| Subtask 7 | Financial Plan | | | | | | | | | |
| Subtask 8 | Deliverables | | | | | | | | | |
| Deliverable | es | | | | | X | | | X | X |

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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|----------|---|------------------------------------|---|-----------------------------|--------------|--|--|--|
| | Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | CE | OFFICE USE ONLY CERTIFICATION OF FILING | | | | | |
| 1 | Name of business entity filing form, and the city, state and count of business. | | Certificate Number: 2023-980686 | | | | | |
| | Texas A&M Transportation Institute | | 2020 | 3-800000 | | | | |
| | College Station, TX United States | | Date | Date Filed: | | | | |
| 2 | Name of governmental entity or state agency that is a party to the | e contract for which the form is | 02/0 | | | | | |
| | being filed. | | L | ļ | | | | |
| | Fort Bend County | | | Acknowledged: .4/2023 | | | | |
| 3 | Provide the identification number used by the governmental entit description of the services, goods, or other property to be provide | | fy the co | the contract, and provide a | | | | |
| | 16348 | | | | | | | |
| | Texas A&M Transportation Inst 20-PT-101075-W1 | | | | | | | |
| 4 | 1 | | | Nature of | | | | |
| | Name of Interested Party | City, State, Country (place of bus | iness) | (check applicable) | | | | |
| _ | | | | Controlling | Intermediary | | | |
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| 5 | Check only if there is NO Interested Party. | | | | | | | |
| 6 | UNSWORN DECLARATION | | | | | | | |
| | My name is | , and my date of birth is | | | | | | |
| | | | | | | | | |
| | My address is | ,,,, | , | | ., | | | |
| | (street) | | (state) | (zip code) | (country) | | | |
| | I declare under penalty of perjury that the foregoing is true and correct | xt. | | | | | | |
| | Executed inCounty | y, State of, on the | e | | , 20 | | | |
| | | | | (month) | (year) | | | |
| İ | | | | | | | | |
| | Signature of authorized agent of contracting business entity (Declarant) | | | | | | | |