

## SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into effective February 1, 2012 (the "Effective Date") by and between Fort Bend Grand Parkway Toll Road Authority, a body politic and a political subdivision of the State of Texas, an instrumentality of the State of Texas under Subchapter D of the Texas Transportation Corporation Act, TEX. TRANSP. CODE ANN. §431 et seq., and the Texas Non-Profit Corporation Act, TEX CIV. STATE. Art 1396-1.01 et seq., as amended, (the "Authority"), and ISI Contracting, Inc., a subsidiary of Infrastructure Services, Inc., a Texas corporation, (the "Contractor").

### RECITALS

WHEREAS, the Authority has determined it is in the Authority's best interest to engage a contractor for the services described herein; and

WHEREAS, the Parties have read and understood the terms and provisions set forth in this Agreement, and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Authority and Contractor agree as follows:

### I. SERVICES

Section 1.01. Services. Contractor shall perform certain services (the "Services") for the Authority from time to time as approved in writing by the Board of Directors (the "Board"), and Contractor shall be compensated for such services as approved by the Board. The Maximum Compensation under this contract is \$250,000. The amount paid under this agreement may not exceed the Maximum Compensation without an approved supplement or amendment to this Agreement.

Approval of Services shall be evidenced by the scope of services, which includes the location, work requirements and services to be performed. Currently approved scope of services and work requirements are attached hereto as **Exhibit A**. Compensation for the Services shown in **Exhibit A** is unit priced, not lump sum, and Services are to be performed by Contractor as directed by the Authority or its designated representative. During the term of this Agreement, Contractor or Authority may recommend certain additions or changes to the Services. In such case, the additions or changes shall be submitted to the Authority for approval in the form of a new proposal or service order. When any new Services or changes to Services are approved, another exhibit shall be added to this Agreement, signed and dated by each

Party. The exhibits added shall be sequenced in alphabetical order beginning with **Exhibit C** and shall be dated when approved by the Board. All fees described in the proposal or service order shall include charges for labor, materials, insurance, equipment and any other items required to perform the work in the Services. Contractor shall not deviate from the Services or the associated unit price fees in **Exhibit B** without the prior written consent of the Authority's Board or its duly authorized representative.

## II. COMPENSATION

Section 2.01. Payment for Services. Contractor shall submit a detailed monthly invoice (together with any back-up documentation requested by the Authority) indicating the Services performed for that month under the terms of this Agreement. Contractor shall submit detailed invoices to the Authority's manager:

Professional Project Management Services  
Attn: Mike Stone  
19875 Southwest Freeway, Suite 270  
Sugar Land, TX 77479

Payment shall be made within forty-five (45) days of the approval of Contractor's invoice by the Authority. Interest shall not be paid on service invoices.

Contractor agrees that upon completion of the work called for hereunder, it will furnish the Authority with proof, satisfactory to the Authority, that all labor, material, and equipment for which Contractor has been paid, have been satisfied and paid, unless the Authority waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Contractor will be reviewed by the Authority for approval, and all undisputed amounts shall be paid to Contractor in accordance with this Section.

## III. GENERAL CONDITIONS

Section 3.01. Contractor's Duties. Contractor covenants with the Authority to furnish its best skill and judgment in performing the Services for the Authority. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials, and equipment, and to perform the Services in the most expeditious and economical manner. Contractor agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

Section 3.02. Relationship of Authority and Contractor. Contractor has been retained by the Authority for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor shall meet with Authority approval, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor's relationship to the Authority during the term of this Agreement is that of an independent contractor. The relationship between the Authority and Contractor is not exclusive.

Section 3.03. Insurance and Indemnification. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the Authority evidencing the following insurance coverage, which coverage shall be maintained throughout the term of this Agreement. Certified copies of each policy shall be furnished to the Authority upon the Authority's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Nothing contained in this Section shall limit or waive Contractor's legal or contractual responsibilities to the Authority or others. Cancellation or expiration of any of said insurance policies shall not preclude the Authority from recovery thereunder for any liability arising under this Agreement.

Contractor shall obtain the following insurance from companies having a Best's rating of B+/VII or better and licensed to transact business in the State of Texas:

- A. Workers' Compensation Insurance covering liability arising out of Contractor's employment of workers and anyone for whom the employer may be liable for workers' compensation claims at limits as imposed by statute. Workers' compensation insurance is required, and no alternative forms of insurance shall be permitted.
- B. Employer's Liability Insurance Limitations with limits of not less than \$1,000,000.
- C. Commercial General Liability Insurance with limits not less than:
  - a. Each occurrence - \$1,000,000
  - b. General aggregate - \$2,000,000
  - c. Products-Completed Operations Aggregate - \$2,000,000
  - d. Personal & Advertising Injury -\$1,000,000
- D. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined)
- E. Excess Liability: \$1,000,000/\$3,000,000.

Contractor's insurance shall include the following endorsements:

- A. The Authority and the Authority's agents and employees shall be added as additional insureds to all coverage required under this Agreement for all liability arising out of Contractor's work under this Agreement, except for workers' compensation insurance, as to the full limits of liability provided by

- each insurance policy (including limits greater than the minimum limits required herein).
- B. All required insurance shall be endorsed to provide that coverages afforded under the policy will not be canceled or modified without at least seven days prior written notice to the Authority. Renewal certificates shall be provided at least 30 days prior to the termination date of the current certificates of insurance during the term of this Agreement.
  - C. All policies written on behalf of Contractor shall contain a waiver of subrogation in favor of the Authority and the Authority's agents and employees. In addition, all of the aforesaid policies shall be endorsed to provide that the coverage provided to the Authority as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the Authority, and that neither Contractor nor its insurer will seek contribution or recovery from the Authority or such other insurance available to the Authority.
  - D. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any part of the work hereunder, to be added as additional insureds to all coverage required under this Agreement, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).

AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM THE CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS, OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR.

Section 3.04. Term and Termination. The initial term shall begin on the Effective Date, through September 30, 2012. Additionally, either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Contractor shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Authority does not waive any other remedy allowed under Texas law.

Section 3.05. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

Section 3.06. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, and state rules, regulations and laws, and any codes which may apply to the Services being provided. Contractor will obtain all permits and licenses required to perform the Services and will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over Contractor's Services.

Section 3.07. Safety and Health Standards. Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations.

Section 3.08. Inspection. The Authority and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate books, payrolls, and records satisfactory to the Authority in connection with any and all Services performed hereunder and to maintain such books, payrolls, and records for at least four years. The Authority and its duly authorized representatives shall have the right to audit such books, payrolls, and records at any reasonable time or times.

Section 3.09. Warranty. In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one year from the date of completion of the Project. Contractor shall transfer all manufacturers' warranties to the Authority.

Section 3.10. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Authority, which shall be granted or denied in the Authority's sole discretion.

Section 3.11. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Authority and Contractor, except to add any future exhibits pursuant to Section 1.01.

Section 3.12. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or any civil or military authority (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied

on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 3.13. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 3.14. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in the county in which the Authority is located.

Section 3.15. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 3.16. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Authority and Contractor and will not be construed to confer any benefit upon any other party.

Section 3.17. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE FOLLOWS]

FORT BEND GRAND PARKWAY TOLL  
ROAD AUTHORITY



Chairman, Board of Directors

ATTEST:



Secretary, Board of Directors

(SEAL)

CONTRACTOR: ISI Contracting, Inc.

By: 

Name: Timothy H. Herbert

Title: President

# EXHIBIT A

**FORT BEND GRAND PARKWAY**

**TOLL ROAD AUTHORITY**

**Scope of Services and**

**Work Requirements**

**Road and Right-of-Way Maintenance Services**

**Grand Parkway / SH 99**

## GENERAL OVERVIEW

In 2007, during the 80<sup>th</sup> Texas Legislature, Senate Bill 792 was signed into law giving counties the option to transfer development rights for the Grand Parkway Toll Road from the Texas Department of Transportation (TxDOT) to the local County entity by declaring primacy. Under the law, a county exercising primacy must begin their segment of the project within a two year period of obtaining environmental impact clearance on their segment or the project reverts back to TxDOT. In September of 2009 Fort Bend County Commissioner's Court signed their order to assume primacy for Segment D of the Grand Parkway. The Fort Bend Grand Parkway Toll Road Authority (GPTRA) was created by the Fort Bend County Commissioners Court as a local government corporation pursuant to the Texas Transportation Code. GPTRA's purpose is to aid, assist, and act on behalf of the County in developing Segment D of the Grand Parkway.

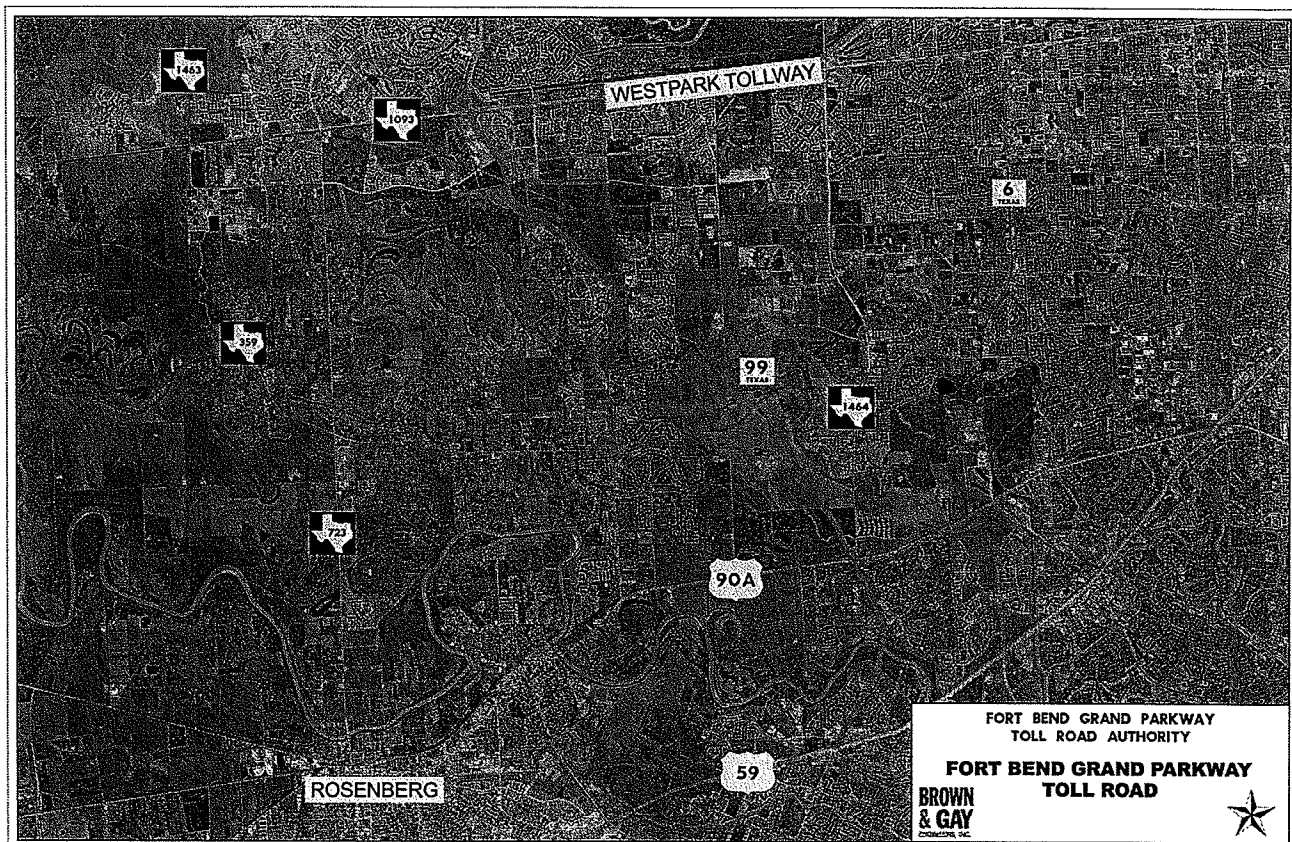
Segment D of the Grand Parkway will be the third such effort by the County to provide alternative transportation options for Fort Bend County residents and the greater Houston area in the form of a toll road. The Fort Bend Parkway eases traffic congestion and stimulates economic development in the eastern part of the county, where as the Fort Bend Westpark Tollway ties directly into Harris County's Westpark Toll Road for quick access to Houston. The Grand Parkway will also relieve traffic congestion and reduce travel time for north / south bound travelers through the County by providing free flowing travel between US 59 and FM 1093. For Grand Parkway riders that do not want to pay a toll, toll free access on the Grand Parkway's feeder roads will still be an option.

In May of 2011, the GPTRA executed the "Right of Use" agreement with TxDOT allowing the GPTRA to use state highway right-of-way (ROW) and giving the green light to begin construction of the nine (9) new overpasses and eight (8) miles of main-lane development that ultimately create Segment D of the Grand Parkway (although the Right of Use agreement authorized construction of the Peek Rd. overpass, at this time it is being designed for future construction beyond 2012). Construction of the first two overpasses began in August of 2011 with the additional overpasses and main-lanes construction to begin early summer of 2012.

Execution of the agreement also triggered another important function for the GPTRA, responsibility for the maintenance and operation of existing assets in the Grand Parkway ROW. Assets that will require on-going maintenance, service, operation and inspection include: traffic signals, roadways, landscape, signs, drainage, structures, and traffic control equipment. The GPTRA is charged with providing management of these assets in the immediate future and intends to outsource this effort. Asset management for the Fort Bend Parkway and Westpark Tollway will ultimately be included in a larger outsourced effort in the fall 2012.

## GPTRA OBJECTIVE

It is the desire of the GPTRA to outsource maintenance and operations services for asset management on the Grand Parkway Segment D ROW. GPTRA is soliciting qualified, motivated Contractors that utilize "best practices" in the industry and can provide the Authority with the best value for highest quality of service. The selected Contractor will manage and perform maintenance and operations services and tasks associated with roadway and roadside equipment repairs, sign maintenance, storm sewer, drain and inlet cleaning, lane closures, de-icing, sweeping, debris collection and removal, vegetation control and pavement marking replacement. The maintenance and operation of the two pump stations along the corridor located at FM 1093 and US 90A are not included in the scope of services. The scope of work includes approximately 13 miles / 52 lane miles, both north bound and south bound lanes of existing roadway between US 59 and FM 1093 on the Grand Parkway / SH 99, see map below.



## WORK REQUIREMENTS

This section will describe in detail and frequencies the various types of activities, tasks, and work to be performed by the Contractor. The Contractor is responsible for the provision and allocation of the necessary resources, including the skilled manpower, tools and equipment, to execute, efficiently and effectively, the services outlined in this section. The Contractor shall be responsible for familiarizing himself with existing right-of-way conditions and locations of assets.

### General

The Grand Parkway is utilized by travelers 24 hours per day 365 days per year, although most maintenance activities can be performed during routine work days (i.e. Monday – Friday, 7:00 am – 6:00 pm). Emergency services, severe weather events, and repairs or work activities that impact the free flow of traffic will require after hours response and scheduling. The Contractor is charged with providing the necessary manpower to address these situations in a timely manner (*See Service Response Prioritization*).

The Contractor shall also provide the necessary manpower and equipment to perform all work outlined within this scope of services. Equipment shall include, but is not limited to, tools, roadway and traffic control devices and equipment, vehicles and apparatus, signs, personal protective safety gear and equipment, communication devices, materials and supplies. The Contractor, as needed, shall be responsible for securing separate sites for employee parking, storage and stock-piling of materials and equipment and offices. Equipment being utilized for roadway work may be stored in the right-of-way overnight, but must be located a minimum of thirty (30') feet from the edge of the roadway.

The Contractor will ensure that at least one designated representative of the Contractor, with the authority to act and take direction, is available 24 hours 7/days per week to assist the Authority. This representative must speak and write English competently and have the necessary resources to communicate with the Authority's agents and representatives within 15 minutes of receiving a request for communication.

The Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public, agents and representatives of the Authority and the Contractor and Subcontractors employees.

The Contractor shall pay all applicable tolls required to perform the maintenance activities of the Authority. The Contractor shall be responsible for acquiring all necessary toll tags and maintaining the accounts in good standing.

The Contractor shall provide written and photographic documentation of work performed upon completion of authorized work. Work shall be performed in a manner that precludes damage or destruction of non-work zone areas and / or non-right-of-way areas.

The Contractor shall provide bids based on the line items identified on the pricing form. Not all items have specified quantities; most work will be performed on an as directed basis. Bids shall include all costs associated with the installation, repair, replacement, relocation, addition, etc. of the identified item.

The Contractor will only be paid for work which is actually performed and accepted by the Authority, and authorized by the Authority through contract or directive from the Authority's Representative.

The Contractor is required, under the Hazardous Communication Act, to provide, with each delivery of applicable hazardous substances as defined by the act, material safety data sheets to the Authority. The Contractor shall maintain a current file of these documents that are producible at the Authority's request.

The Contractor shall be required to provide proof of insurance (*see Service Agreement*), certified payrolls with invoices and upon the request of the Authority materials / supplies tickets and invoices verifying purchases.

The Contractor is required to comply with the Texas Manual on Uniform Traffic Control Devices (TxMUTCD) and corresponding TxDOT traffic control and barricade standards while performing any work that involves lane closures, movement of traffic or a directive by the Authority.

The Contractor shall perform maintenance services, repairs, replacements, relocations, removals and installations in a manner consistent with the outlined scope of services, overall industry best practices and in accordance with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004.

#### **Service Response Prioritization**

The Contractor shall respond to the Authority's request for service as established by the following levels of service prioritization:

##### **Priority 1 – Incident / Emergency Service Call**

1. Requires communication with the entity issuing the emergency request within 15 minutes of such notification for service.
2. Requires arrival on-site within sixty minutes from the initial notification.
3. Requires resolution of the incident within 24-hours of the initial notification. At this time, contingent upon inspection by the Authority, the Priority may be reclassified or closed.

##### **Priority 2 – Non-Routine Maintenance / Non-Emergency Asset Damage Service Call**

1. Requires communication and planned resolution of the service issue with the entity issuing the request within one business day of such notification for service.
2. Requires resolution of the issue within one (1) to thirty (30) days as jointly determined by the Authority and the Contractor at the time the resolution is proposed by the Contractor.

##### **Priority 3 – Routine Maintenance Service Call**

1. Schedule and begin performing service within five (5) business days of such notification for service.
2. Contractor has one (1) to thirty (30) days to complete service request as jointly determined by the Authority and Contractor at the time the service is requested.

Written and photographic documentation shall be provided by the Contractor to the Authority for verification on ALL service calls.

### **Road Inspection Services**

The Contractor will provide a qualified person(s) to perform daily (Monday - Friday) road inspection services on the Grand Parkway for up to 15 hours per week; additional hours must be authorized by the Authority. This individual will have a minimum of 5 years' experience in performing similar types of inspection services as listed below. The road inspector is expected to perform the following duties while driving and walking the road and right-of-way:

- Safety assessment
- Inspection of all road side equipment and signs to determine maintenance needs
- Inspection of traffic signals to determine maintenance and / or operational needs
- Inspection of storm sewer, drains and inlets to determine cleaning needs
- Inspection of right-of-way to determine need for mowing, litter collection, debris collection, vegetation maintenance
- Inspection of bridges, pavement, pavement markings and surface to determine maintenance needs or further in-depth inspection services
- Provision of written documentation, reports, photographs and recommendations of maintenance needs
- Follow-up inspection of services provided by other Authority contractors
- Other duties as assigned by the Authority
- Weekly meeting with Authorities representative

The Contractor will also be expected to perform the following services:

- Respond to all Service Response Priority 1 incidents and provide documentation as to the incident to the Authority within 24 hours of the incident
- Perform nighttime inspection of sign reflectivity and provide a report to the Authority annually
- Perform an inspection and inventory of all signs and pavement markings bi-annually and provide a report to the Authority
- Provide Authority with calendar of scheduled quarterly, bi-annual and annual services

### **Roadside Equipment Maintenance**

The Contractor shall furnish the necessary manpower and equipment to perform installation, repairs, replacement and relocation of roadside equipment that includes such items as guardrails, attenuators, concrete traffic barriers and their various components.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Roadside equipment maintenance services shall be performed in a manner that ensures minimal interference to the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

Routine requests by the Authority for repair, replacement, relocation, or installation of roadside equipment items shall commence and be completed in accordance with the Service Response Prioritization section Priority 3, unless otherwise directed.

Any maintenance activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

The Contractor shall perform all roadside maintenance tasks in a manner consistent with overall industry best practices and in accordance with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004, Section 700 Maintenance, items 770, 772, 774, and 776.

### **Roadway Cleaning**

The Contractor shall furnish the necessary manpower and equipment to clean roadway surfaces of debris and refuse and remove collected materials to an appropriate disposal facility. The Contractor shall completely remove debris and refuse from all paved surfaces, including around and under roadside equipment, signs, drainage slots and inlets, construction barricades, gutters, etc.

The Contractor will remove graffiti from concrete structures and metal surfaces by blasting, painting or the use of chemicals as appropriate per the location of the graffiti.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Roadway cleaning services shall be performed in a manner that ensures minimal interference to the traveling public through the use of proper cleaning and sweeping techniques and equipment, dust control and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

Routine requests by the Authority for repair, replacement, relocation, or installation of roadside equipment items shall commence and be completed in accordance with the Service Response Prioritization section Priority 3, unless otherwise directed.

Any cleaning activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

The Contractor shall perform all roadway cleaning tasks in a manner consistent with overall industry best practices and in accordance with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004, Section 700 Maintenance, items 738.

### **Litter Collection & Debris Removal**

The Contractor shall furnish the necessary manpower and equipment to remove and properly dispose of litter and debris that is discarded or deposited on or adjacent to the road. Litter and debris is defined as objects or materials that are not considered roadway facilities or assets. Debris is further defined as objects or materials that may create hazardous conditions to the traveling public if discarded on any part of the paved roadway.

Litter and debris removal services shall be performed in a manner that ensures minimal interference with the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

The Contractor shall determine if removed debris, such as tires, appliances and other items are eligible for recycling by familiarizing themselves with Ft. Bend Recycling Centers list of recyclables. Qualifying debris shall be disposed at the Ft. Bend Recycling Center. Debris collected during non-operating hours of the Ft. Bend Recycling Center may be disposed in the same manner as non-recyclable items.

Routine requests by the Authority for removal and disposal of litter and debris discarded or deposited adjacent to the road shall commence and be completed in accordance with the Service Response Prioritization section Priority 2. Debris discarded or deposited on any part of the paved roadway shall be considered a Service Response Priority 1.

Any removal activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

The Contractor shall perform all debris removal tasks in a manner consistent with overall industry best practices and in accordance with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004, Section 700 Maintenance, items 734 and 735.

### **Sign Maintenance**

The Contractor shall furnish the necessary manpower and equipment to perform the following tasks:

- Install, relocate, and / or remove small and large aluminum and plywood roadside sign assemblies consisting of signs, sign supports, foundations and associated mounting hardware
- Clean and refurbish signs including replacing sign identification decals, sign face materials and messages, replacing missing or broken mounting hardware, cleaning dirt and other foreign material from sign face, etc.
- Perform sign realignment and adjustments to "Ice on Bridge" signs as necessary
- Conduct inspection of signs to determine maintenance needs
- Maintain a log of sign maintenance that includes: installation / repair / replacement date, type of work performed, status of reflectivity, etc.
- Maintain an inventory of Authority signs as directed by the Authority
- Coordinate ordering signs with the Authority

Sign maintenance services shall be performed in a manner that ensures minimal interference with the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Routine requests by the Authority for repair, replacement, relocation, or installation of signs shall commence and be completed in accordance with the Service Response Prioritization section Priority 3 unless otherwise directed. Missing or damaged signs that may impact the traveling public's safety shall be considered a Service Response Priority 1.

Any maintenance activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

The Contractor shall perform all sign maintenance tasks in a manner consistent with overall industry best practices and in accordance with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004, Section 600 Lighting, Signing, Markings and Signals, items 634,636, 643, 644, 647 and 650.

#### **De-icing**

The Contractor shall supply all the necessary manpower, equipment and materials to perform de-icing services on the roadway as directed by the Authority. The Authority will coordinate with the Contractor prior to an anticipated cold-weather event to schedule deployment of de-icing materials and to determine anticipated resources needed to properly manage the event.

The Contractor shall be able to mobilize and begin de-icing operations within 24 hours of receiving direction from the Authority and shall be available for multiple deployments of materials until which time it is determined by the Authority that management of the event is complete.

De-icing operations shall be performed in a manner that ensures minimal interference with the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

#### **Storm Sewer & Drain/Inlet Cleaning**

The Contractor shall furnish the necessary manpower and equipment to perform the following tasks:

- Clean and remove dirt, debris and obstacles from Concrete Traffic Barrier (CTB) drain openings and from underneath and/or around guardrails and attenuators to ensure positive drainage of roadway

- Clean and remove dirt, debris and obstacles from curb inlets and adjacent pavement to ensure positive drainage on roadway
- Clean and remove dirt, debris and obstacles from storm sewer pipe, outfalls, culverts, etc. to ensure positive drainage on and around the roadway
- Clean manholes
- Remove and dispose of all collected dirt, debris and obstacles in the right-of way the same day work is performed

Storm sewer, drain and inlet cleaning and maintenance services shall be performed in a manner that ensures minimal interference with the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Routine requests by the Authority for cleaning services shall commence and be completed in accordance with the Service Response Prioritization section Priority 3 unless otherwise directed.

Any maintenance activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

Maintenance and operation of the pump stations located 90A and FM 1093 is the responsibility of the TxDOT.

The Contractor shall perform all storm sewer, drain and inlet cleaning tasks in a manner consistent with overall industry best practices and in accordance with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004, Section 700 Maintenance, items 764.

### **Roadway Repair**

The Contractor shall furnish the necessary manpower, equipment and materials to perform the following tasks:

- Perform spall and partial-depth failure repairs in the roadway surface
- Perform full-depth concrete repair in roadway
- Perform concrete curb repair
- Remove and dispose of debris and leftover roadway materials the same day the work is performed

Roadway maintenance services shall be performed in a manner that ensures minimal interference with the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Routine requests by the Authority for cleaning services shall commence and be completed in accordance with the Service Response Prioritization section Priority 3 unless otherwise directed.

Any maintenance activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

The Contractor shall perform all roadway repair tasks in a manner consistent with overall industry best practices and in accordance with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004, Sections 700 Maintenance, 529 Concrete Curb, Gutter and Combined Curb and Gutter and 300 Surface Courses and Pavement, items 720, 529 and 361.

#### **Pavement Markings**

The Contractor shall furnish the necessary manpower, equipment and materials to perform the following tasks:

- Install, remove and/or repair delineators, object markers and barrier reflectors
- Furnish, place and/or eliminate reflectorized, prefabricated and raised pavement markings
- Prepare roadway surface for pavement markings

Pavement marking services shall be performed in a manner that ensures minimal interference with the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Routine requests by the Authority for cleaning services shall commence and be completed in accordance with the Service Response Prioritization section Priority 3 unless otherwise directed.

Any maintenance activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

The Contractor shall perform all pavement marking tasks in a manner consistent with overall industry best practices and in accordance with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004, Section 600 Lighting, Signing, Markings and Signals, items 658, 662, 666, 668, 672, 677 and 678.

### **Traffic Control & Lane Closures**

The Contractor shall be responsible for performing scheduled traffic control and lane closures and on-call / emergency traffic control and lane closures in accordance with part six (6) of the TxMUTCD and directives provided by the Authority. Lane closures require approval of the Authority and must be scheduled at minimum 72 hours prior to the planned closure with the exception of an emergency situation. Traffic control measures for scheduled work will be reviewed by the Authority and Contractor prior to commencement of the work:

A lane closure is defined as one lane in one direction for a ¼ mile work zone. A lane closure shall include set-up and breakdown for the closure, the provision of all necessary manpower, equipment and materials as required by TxMUTCD for a lane closure and a four (4) hour minimum for the closure. Personnel must be on site for the duration of a closure. A lane closure extension increases a closure by ¼ mile increase to the work zone.

Lane closures shall not be scheduled during peak traffic hours and some lane closures may require work to be performed in the evenings, weekends and/or on holidays. The Authority and Contractor shall jointly determine the hours of work for scheduled traffic control measures and lane closures prior to the scheduled work occurring.

Some traffic control measures and lane closures shall require the use of a certified law enforcement officer; this requirement will be at the discretion of the Authority.

All types of traffic control measures and/or lane closures shall minimize the impact to the traveling public.

The Contractor shall furnish all the necessary manpower to perform scheduled and emergency traffic control measures and lane closures. Routine requests by the Authority for maintenance on the road that requires the implementation of traffic control measures and/or lane closures shall be completed in accordance with the Service Response Prioritization section Priority 3 or 2 unless it is an emergency/on-call situation then it shall be considered a Service Response Priority 1.

The Contractor shall furnish all equipment necessary to perform scheduled and emergency traffic control measures and lane closures in accordance with the TxMUTCD. This includes, but is not limited to, static and portable signs, attenuators, barrels, barricades, lighting, cones, electronic panels, flags, vehicles and other incidentals as identified in the TxMUTCD and by the Authority.

Any work performed by the Contractor in the right-of-way may be subject to implementation of traffic control measures and lane closures at the discretion of the Authority.

### **Vegetation Maintenance**

The Contractor shall furnish the necessary manpower, equipment and materials to perform the following tasks:

- Application of herbicide to control vegetative growth in areas including, but not limited to, fence lines, drainage channels, around sign posts, along barriers and guardrails, etc. Personnel

working with herbicides shall have the proper training and licensing by the State of Texas for such applications. The Authority may require proof of licensing at any time

- Remove and dispose of brush and vegetation in areas including, but not limited to, fence lines, drainage channels, along guardrails, underneath bridges, etc. Removed brush and vegetation shall be disposed of the same business day that it is removed
- Trim trees in the right-of-way that obstruct line of sight, roadway signs or the road; or that impede drainage channels or that are growing under bridges / structures. Tree limbs shall be trimmed to maintain a 10' vertical clearance above the ground in the right-of-way and 18' vertical clearance above any pavement
- String trim around sign posts, bridges, guardrails and other appurtenances as directed by the Authority

Vegetation maintenance services shall be performed in a manner that ensures minimal interference with the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Routine requests by the Authority for vegetation maintenance services shall commence and be completed in accordance with the Service Response Prioritization section Priority 3 unless otherwise directed.

Any maintenance activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

The Contractor shall perform all roadside maintenance tasks in a manner consistent with overall industry best practices and in accordance with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004, Section 700 Maintenance, items 751 and 752.

## **EXHIBIT B**

# ISI Contracting, Inc.

## Pricing Form

ISI Contracting, Inc.

ITEM NO.	DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	EXTENSION
512-9002	Move Portable CTB	LF	240	7.00	1,680.00
512-9003	Replace CTB	LF	120	65.00	7,800.00
529-9001	Repair Concrete Curb	LF	1,000	11.00	11,000.00
634-9001	Install Plywood - Type A	SF	200	5.00	1,000.00
634-9002	Replace Plywood - Type A	SF	200	5.00	1,000.00
636-9001	Install Aluminum - Type A	SF	240	25.00	6,000.00
636-9002	Refurbish Aluminum - Type A	EA	5	430.00	2,150.00
636-9003	Replace Aluminum- Type A	SF	240	25.00	6,000.00
644-9001	Install Aluminum - Type A - Small Support & Assembly	EA	5	350.00	1,750.00
644-9002	Install Aluminum - Type A1 - Small Support & Assembly	EA	5	350.00	1,750.00
644-9003	Install Aluminum - Type B - Small Support & Assembly	EA	5	350.00	1,750.00
644-9004	Install Aluminum - Type C - Small Support & Assembly	EA	5	350.00	1,750.00
644-9005	Install Aluminum - Type D1 - Small Support & Assembly	EA	5	350.00	1,750.00
644-9006	Install Aluminum - Type D2 - Small Support & Assembly	EA	5	350.00	1,750.00
644-9007	Install Aluminum - Type F - Small Support & Assembly	EA	5	350.00	1,750.00
644-9008	Install Plywood - Type A - Small Support & Assembly	EA	5	75.00	375.00
644-9009	Relocate Aluminum - Type A - Small Support & Assembly	EA	3	350.00	1,050.00
644-9010	Relocate Aluminum - Type A1 - Small Support & Assembly	EA	3	350.00	1,050.00
644-9011	Relocate Aluminum - Type B - Small Support & Assembly	EA	3	350.00	1,050.00
644-9012	Relocate Aluminum - Type C - Small Support & Assembly	EA	3	350.00	1,050.00
644-9013	Relocate Aluminum - Type D1 - Small Support & Assembly	EA	3	350.00	1,050.00
644-9014	Relocate Aluminum - Type D2 - Small Support & Assembly	EA	3	350.00	1,050.00
644-9015	Relocate Aluminum - Type F - Small Support & Assembly	EA	3	350.00	1,050.00
644-9016	Relocate Plywood - Type A - Small Support & Assembly	EA	3	100.00	300.00
644-9017	Remove Aluminum - Type A - Small Support & Assembly	EA	2	60.00	120.00
644-9018	Remove Aluminum - Type A1 - Small Support & Assembly	EA	2	60.00	120.00

# ISI Contracting, Inc.

## Pricing Form

ISI Contracting, Inc.

ITEM NO.	DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	EXTENSION
644-9019	Remove Aluminum - Type B - Small Support & Assembly	EA	2	60.00	120.00
644-9020	Remove Aluminum - Type C - Small Support & Assembly	EA	2	60.00	120.00
644-9021	Remove Aluminum - Type D1 - Small Support & Assembly	EA	2	60.00	120.00
644-9022	Remove Aluminum - Type D2 - Small Support & Assembly	EA	2	60.00	120.00
644-9023	Remove Aluminum - Type F - Small Support & Assembly	EA	2	60.00	120.00
644-9024	Remove Plywood - Type A - Small Support & Assembly	EA	2	60.00	120.00
734-9002	Remove & Dispose of Litter - Spot	MI	12	110.00	1,320.00
735-9001	Remove & Dispose of Debris - Spot	MI	12	93.00	1,116.00
735-9002	Clean / Sweep Road	MI	52	130.00	6,760.00
738-9001	Clean / Sweep Spot	MI	6	145.00	870.00
751-9001	Apply Herbicide - Road Edge	MI	52	160.00	8,320.00
751-9002	Apply Herbicide - Spot	AC	5	45.00	225.00
751-9003	String Trim - Spot	AC	5	325.00	1,625.00
752-9001	Remove Brush & Vegetation - Spot	AC	5	2,100.00	10,500.00
752-9002	Trim Trees - Spot	AC	5	2,200.00	11,000.00
764-9001	Clean CTB Slotted Drains	CYC	2	2,500.00	5,000.00
764-9007	Clean Storm Sewer 18"	LF	300	2.50	750.00
770-9001	Realign Post	EA	10	7.00	70.00
770-9002	Remove & Replace Post w/ Concrete Foundation	EA	30	38.00	1,140.00
770-9003	Remove & Replace Post w/o Concrete Foundation	EA	30	33.00	990.00
770-9004	Remove & Replace Terminal Anchor Post	EA	30	20.00	600.00
770-9005	Remove & Reset SGT Impact Head	EA	2	100.00	200.00
770-9006	Remove Guardrail End Treatment & Replace w/ SGT	EA	2	2,050.00	4,100.00
770-9007	Remove Metal Beam Guard Fence	LF	100	2.00	200.00
770-9008	Remove Terminal Anchor Section	EA	2	75.00	150.00
770-9009	Repair Terminal Anchor Post	EA	30	20.00	600.00

# ISI Contracting, Inc.

## Pricing Form

ISI Contracting, Inc.

ITEM NO.	DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	EXTENSION
770-9010	Repair Rail Element - Thrie-Beam	LF	50	20.00	1,000.00
770-9011	Repair Rail Element - Transition	LF	50	20.00	1,000.00
770-912	Repair Rail Element - W-Beam	LF	50	12.00	600.00
770-0913	Replace SGT Cable Anchor	EA	2	90.00	180.00
770-9014	Replace SGT Impact Head	EA	2	890.00	1,780.00
770-9015	Replace SGT Strut	EA	2	85.00	170.00
770-9016	Replace SGT Cable Assembly	EA	2	90.00	180.00
770-9017	Replace Single Guardrail Terminal Post	EA	30	45.00	1,350.00
770-9018	Replace Single Guardrail Terminal Rail	LF	50	18.00	900.00
774-9001	Repair REACT (cylinders)	EA	20	2,300.00	46,000.00
776-9001	Repair Concrete Parapet w/Aluminum Post/Rail T-4	LF	100	35.00	3,500.00
776-9002	Repair Metal Post w/ Base Plate T-6 Rail	EA	15	70.00	1,050.00
776-9003	Repair Metal Post w/Base Plate T-4 (A) Rail	EA	15	70.00	1,050.00
776-9004	Repair Metal Post w/Doubled W-Beam T-6	LF	100	5.00	500.00
776-9005	Repair Steel Post w/ Base Plate	EA	10	90.00	900.00

## Special Items:

Inspection Service					
792-9001	Nighttime Inspection of Sign Reflectivity	CYC	1	2,300.00	2,300.00
792-9002	Inspection & Inventory of Signs	CYC	4	1,200.00	4,800.00
792-9003	Inspection & Inventory of Pavement Markings	CYC	1	1,000.00	1,000.00
Traffic Control / Barricades					
795-9001	Lane Closure - Scheduled	EA	6	1,800.00	10,800.00
795-9002	Lane Closure - Extension	EA	4	350.00	1,400.00

# ISI Contracting, Inc.

## Pricing Form

ISI Contracting, Inc.

ITEM NO.	DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	EXTENSION
795-9003	Lane Closure - Scheduled After Hours	EA	2	1,900.00	3,800.00
795-9004	Lane Closure - Emergency	EA	2	2,000.00	4,000.00