

JOINT PROJECT AGREEMENT FOR TOLL GANTRY RELATED CONSTRUCTION FOR THE FORT BEND PARKWAY, SEGMENT B-1

This Joint Project Agreement (this "Agreement") is made and entered into as of the 20th of November, 2013 (the "Effective Date") by and between Fort Bend Grand Parkway Toll Road Authority ("GPTRA"), a Texas Local Government Corporation, and Fort Bend County Toll Road Authority ("FBCTRA"), a Texas Local Government Corporation, (collectively, the "Parties" or individually, a "Party").

BACKGROUND

WHEREAS, FBCTRA is constructing an extension of the Fort Bend Parkway from State Highway 6 to Sienna Parkway ("Segment B-1"), which shall include one tolled location; and

WHEREAS, GPTRA has entered into a construction contract with NBG Constructors, Inc., effective October 29, 2013, (the "Toll Gantry Construction Agreement") for the construction of toll gantries, overhead signs, and other related construction work; and

WHEREAS, FBCTRA desires to enter into this Agreement in order for GPTRA to provide for the construction of a tolled location for Segment B-1 (the "Segment B-1 Toll Location"), pursuant to the Toll Gantry Construction Agreement, and GPTRA is willing to accommodate that request, subject to the terms of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein the Parties agree as follows:

AGREEMENT

Section 1.1 Segment B-1 Toll Location.

(a) GPTRA shall provide for the construction of the Segment B-1 Toll Location as specified in the Toll Gantry Construction Agreement, and FBCTRA shall permit GPTRA and NBG Constructors, Inc. personnel and subcontractors to have unrestricted access to Segment B-1 for such purposes.

(b) GPTRA shall pursue on behalf and for the benefit of FBCTRA all claims against NBG Constructors, Inc. pursuant to this Agreement or the Toll Gantry Construction Agreement.

(c) GPTRA will bill FBCTRA its actual costs of implementing the Segment B-1 Toll Location, estimated in the amount of \$904,319.35 as shown on **Exhibit A** of this Agreement, and its costs, if any, incurred pursuant to Section 1.1(b), as

such costs come due and payable. Further, costs will be reduced by any applicable credits or by any amounts recovered pursuant to Section 1.1(b).

Section 1.2 Term and Termination. The term of this Agreement shall expire upon the expiration or termination of the Toll Gantry Construction Agreement. Section 1.1(b) and (c) shall survive the termination of this Agreement.

Section 1.3 Liability.

(a) By this paragraph, neither Party waives or relinquishes any immunity from liability, limitation of liability, or defense on behalf of itself, its officers, employees, and agents provided by the Constitution or the laws of the State of Texas as a result of its execution or performance of this Agreement.

(b) Each Party agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by the other Party, regardless of where the individual's actions occurred. Each Party is solely responsible for the actions and/or omissions of its employees and officers.

Section 1.4 Miscellaneous.

(a) This Agreement shall be for the sole and exclusive benefit of GPTRA and FBCTRA and shall not be construed to confer any benefit or right upon any customers, residents, or members of GPTRA or FBCTRA, or on any other party.

(b) This Agreement is not assignable by any Party except with the prior written consent of the other Party.

(c) Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.

(d) This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof. Each Party expressly represents and warrants that no statement, promise, covenant, agreement, warranty, or representation other than those expressly provided in this Agreement was made to or relied upon by that Party.

(e) The failure of either Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by the other Party, but the obligation of such other Party with respect to such future performance shall continue in full force and effect.

(f) This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the Effective Date of this Agreement, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

(g) In addition to any other available remedies, each Party shall have the right to injunctive relief in the event the other Party violates any term of this Agreement.

(h) This Agreement, and all claims arising from or related to this Agreement, shall be construed, interpreted, and enforced under the laws of the State of Texas, excluding any choice of law rules that would direct the application of the laws of another jurisdiction. Any litigation involving this Agreement shall be adjudicated exclusively by a state court in Fort Bend County, Texas.

Section 1.5 Notice. Any notice, demand, request, or other instrument authorized or required to be given under this Agreement shall be deemed to have been given only upon receipt. Notices may be given by (i) first class mail, postage prepaid, (ii) overnight delivery service, or (iii) facsimile transmission to the addresses set forth herein or such other address as may be designated by a Party. Notice shall be made as follows:

If to GPTRA:

Fort Bend Grand Parkway Toll Road Authority
c/o Allen Boone Humphries LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Rich Muller
Fax: (713) 860-6615

If to FBCTRA:

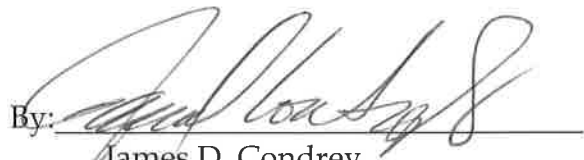
Fort Bend County Toll Road Authority
c/o Allen Boone Humphries LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Rich Muller
Fax: (713) 860-6615

Section 1.6 Joint Representation. Both GPTRA and FBCTRA (the "ABHR Represented Parties") have requested Allen Boone Humphries Robinson LLP ("ABHR") to represent them in connection with the preparation and review of this Agreement. ABHR has discussed with the ABHR Represented Parties the advantages and disadvantages of the ABHR Represented Parties engaging independent counsel to represent the ABHR Represented Parties in connection with the preparation and review of this Agreement because of the potential conflict of interest in ABHR's representation

of GPTRA and FBCTRA in this matter. ABHR has informed GPTRA and FBCTRA that it reasonably believes that its representation of one Party will not be affected by its representation of the other Party, and that ABHR is fully able and willing to represent the ABHR Represented Parties fairly and adequately in connection with this matter. With a full understanding of each Party's option to retain independent counsel to have ABHR represent it with respect to the matters described above, and the advantages and disadvantages of either choice, GPTRA and FBCTRA each requested that ABHR represent the ABHR Represented Parties with respect to the matters described above. GPTRA and FBCTRA understand that there may be complete disclosure to the ABHR Represented Parties of all information and communications that ABHR receives from the ABHR Represented Parties in the course of ABHR's representation in this matter.

EXECUTED on November 20, 2013, to be effective as of the Effective Date of this Agreement.

**FORT BEND GRAND PARKWAY
TOLL ROAD AUTHORITY**

By: 
James D. Condrey
Chairman


ATTEST:

By: 

Name: Charles Rencher

Title: Secretary

**FORT BEND COUNTY TOLL ROAD
AUTHORITY**

By: 
James D. Condrey
Chairman

ATTEST:

By: 

Name: Charles Rencher

Title: Secretary

EXHIBIT A

EXHIBIT A

COSTS FOR B-1 (FORT BEND PARKWAY ONLY)

BID TABS

TOLL GANTRIES, OVERHEAD SIGNS, AND OTHER CONSTRUCTION WORK FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

SECTION TITLE	ITEM NO.	DESCRIPTION	UNIT	QTY	NBG CONSTRUCTORS, INC	
					UNIT PRICE	EXTENSION
Base Bid	104	2001 REMOVING CONC (PAV)	SY		\$ 25.00	\$ -
Base Bid	110	2001 EXCAVATION (ROADWAY)	CY		\$ 15.00	\$ -
Base Bid	132	2005 EMBANKMENT (FINAL) (ORD COMP) (TY C)	CY	20.00	\$ 15.00	\$ 300.00
Base Bid	162	2002 BLOCK SODDING	SY	2850.00	\$ 2.60	\$ 7,410.00
Base Bid	166	2001 FERTILIZER	AC	0.59	\$ 500.00	\$ 295.00
Base Bid	168	2001 VEGETATIVE WATERING	MG	71.00	\$ 30.00	\$ 2,130.00
Base Bid	360	2005 CONC PVMT (CONT REINF - CRCP) (12")	SY		\$ 200.00	\$ -
Base Bid	360	9102 CONC PVMT (FIBERGLASS REINF-JRCP) (12")	SY		\$ 160.00	\$ -
Base Bid	403	2001 TEMPORARY SPL SHORING	SF	1192.00	\$ 8.00	\$ 9,536.00
Base Bid	416	2005 DRILL SHAFT (42 IN)	LF	624.00	\$ 430.00	\$ 268,320.00
Base Bid	416	2015 DRILL SHAFT (NON - REINFORCED) (12 IN)	LF		\$ 140.00	\$ -
Base Bid	416	2021 DRILL SHAFT (SIGN MTS) (42 IN)	LF		\$ 430.00	\$ -
Base Bid	420	2005 CL C CONC (FOOTING)	CY	39.20	\$ 800.00	\$ 31,360.00
Base Bid	420	2010 CL C CONC (SIGN COLUMN)	CY		\$ 1,200.00	\$ -
Base Bid	420	2023 CL F CONC (COLUMN)	CY	104.50	\$ 1,200.00	\$ 125,400.00
Base Bid	420	2117 CL C CONC (SIGN FOOTING)	CY	4.40	\$ 700.00	\$ 3,080.00
Base Bid	432	2001 RIPRAP (CONC) (4")	CY		\$ 600.00	\$ -
Base Bid	432	2039 RIPRAP (MOW STRIP) (4 IN)	CY		\$ 400.00	\$ -
Base Bid	432	2066 RIPRAP (CONC) (CL B)	CY		\$ 600.00	\$ -
Base Bid	442	9001 STRUCTURAL STEEL (INSTALL ONLY)	EA	1.00	\$ 22,000.00	\$ 22,000.00
Base Bid	450	2013 RAIL (TY SSTR)	LF		\$ 90.00	\$ -
Base Bid	450	2109 RAIL (TY SSTR) W / DRAIN SLOTS	LF		\$ 90.00	\$ -
Base Bid	500	2001 MOBILIZATION	LS		\$ 770,000.00	\$ -
Base Bid	502	2001 BARRICADES, SIGNS AND TRAFFIC HANDLING	MO		\$ 6,000.00	\$ -
Base Bid	540	2001 MTL W - BEAM GD FEN (TIM POST)	LF		\$ 22.00	\$ -
Base Bid	540	2011 MTL BEAM GD FEN TRANS (THRIE - BEAM)	EA		\$ 1,800.00	\$ -
Base Bid	540	2044 DOWNSTREAM ANCHOR TERMINAL (DAT) SECTION	EA		\$ 1,400.00	\$ -
Base Bid	544	2006 GDRAIL END TRT (INST) (WOOD POST) (TY III)	EA		\$ 2,700.00	\$ -
Base Bid	618	2030 CONDT (PVC) (SCHD 80) (1 1 / 2")	LF		\$ 9.00	\$ -
Base Bid	618	2038 CONDT (PVC) (SCHD 80) (3")	LF	1940.00	\$ 12.00	\$ 23,280.00
Base Bid	618	2039 CONDT (PVC) (SCHD 80) (3") (BORE)	LF		\$ 20.00	\$ -
Base Bid	618	2040 CONDT (PVC) (SCHD 80) (4")	LF	240.00	\$ 15.00	\$ 3,600.00
Base Bid	618	2056 CONDT (RM) (3")	LF	1350.00	\$ 35.00	\$ 47,250.00
Base Bid	620	2007 ELEC CONDR (NO. 4) BARE	LF	840.00	\$ 2.00	\$ 1,680.00
Base Bid	620	2020 ELEC CONDR (NO. 1/0) INSULATED	LF	2520.00	\$ 4.00	\$ 10,080.00
Base Bid	624	2002 GROUND BOX TY 1 (122422) W / APRON	EA	12.00	\$ 1,300.00	\$ 15,600.00
Base Bid	624	2004 GROUND BOX TY 2 (243636) W / APRON	EA		\$ 1,500.00	\$ -
Base Bid	624	9002 GROUND BOX TY 1 (122422) W / APRON (INSTALL ONLY)	EA		\$ 900.00	\$ -
Base Bid	636	2001 ALUMINUM SIGNS (TY A)	SF		\$ 60.00	\$ -
Base Bid	636	2002 ALUMINUM SIGNS (TY G)	SF		\$ 40.00	\$ -
Base Bid	636	2003 ALUMINUM SIGNS (TY O)	SF		\$ 35.00	\$ -
Base Bid	644	2001 IN SM RD SN SUP & AM TY10BWG (1) SA (P)	EA		\$ 400.00	\$ -
Base Bid	644	2004 IN SM RD SN SUP & AM TY10BWG (1) SA (T)	EA		\$ 650.00	\$ -
Base Bid	644	2035 IN SM RD SN SUP & AM TYS80 (1) SB (T)	EA		\$ 650.00	\$ -
Base Bid	644	2063 INS SM RD SN SUP & AM (RAIL MOUNT)	EA		\$ 1,700.00	\$ -
Base Bid	647	2001 INSTALL LRSS (STRUCT STEEL)	LB		\$ 8.00	\$ -
Base Bid	650	2021 INS OH SN SUP (25 FT BAL TEE) (SPAN ONLY)	EA		\$ 15,000.00	\$ -
Base Bid	650	2042 INS OH SN SUP (40 FT CANT) (SPAN ONLY)	EA		\$ 25,000.00	\$ -
Base Bid	650	2115 INS OH SN SUP (110 FT BRDG) (SPAN ONLY)	EA		\$ 70,000.00	\$ -
Base Bid	666	2036 REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	2144.00	\$ 1.00	\$ 2,144.00
Base Bid	666	2042 REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	111.00	\$ 2.50	\$ 277.50
Base Bid	666	2048 REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	149.00	\$ 3.80	\$ 566.20
Base Bid	666	2054 REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	8.00	\$ 6.80	\$ 54.40
Base Bid	666	2093 REFL PAV MRK TY I (W) (UTURN ARW) (100MIL)	EA	1.00	\$ 160.00	\$ 160.00
Base Bid	666	2096 REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	9.00	\$ 170.00	\$ 1,530.00
Base Bid	666	2191 PAVEMENT SEALER 8"	LF	2144.00	\$ 0.25	\$ 536.00

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COSTS FOR B-1 (FORT BEND PARKWAY ONLY)

BID TABS

TOLL GANTRIES, OVERHEAD SIGNS, AND OTHER CONSTRUCTION WORK FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

					NBG CONSTRUCTORS, INC	
SECTION TITLE	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
Base Bid	666	2193 PAVEMENT SEALER 12"	LF	111.00	\$ 0.55	\$ 61.05
Base Bid	666	2195 PAVEMENT SEALER 24"	LF	149.00	\$ 1.00	\$ 149.00
Base Bid	666	2219 PAVEMENT SEALER (ARROW)	EA	8.00	\$ 60.00	\$ 480.00
Base Bid	666	2220 PAVEMENT SEALER (WORD)	EA	9.00	\$ 60.00	\$ 540.00
Base Bid	666	2230 PAVEMENT SEALER UTURN ARROW	EA	1.00	\$ 60.00	\$ 60.00
Base Bid	672	2017 REFL PAV MRKR TY II - C - R	EA	570.00	\$ 5.00	\$ 2,850.00
Base Bid	677	2001 ELIM EXT PAV MRK & MRKS (4")	LF	3288.00	\$ 1.00	\$ 3,288.00
Base Bid	677	2003 ELIM EXT PAV MRK & MRKS (8")	LF	1180.00	\$ 1.40	\$ 1,652.00
Base Bid	677	2005 ELIM EXT PAV MRK & MRKS (12")	LF	111.00	\$ 1.70	\$ 188.70
Base Bid	677	2007 ELIM EXT PAV MRK & MRKS (24")	LF	124.00	\$ 2.00	\$ 248.00
Base Bid	678	2001 PAV SURF PREP FOR MRK (4")	LF	1042.00	\$ 0.20	\$ 208.40
Base Bid	678	2002 PAV SURF PREP FOR MRK (6")	LF	29567.00	\$ 0.20	\$ 5,913.40
Base Bid	678	2003 PAV SURF PREP FOR MRK (8")	LF	2144.00	\$ 0.25	\$ 536.00
Base Bid	678	2004 PAV SURF PREP FOR MRK (12")	LF	111.00	\$ 0.25	\$ 27.75
Base Bid	678	2006 PAV SURF PREP FOR MRK (24")	LF	149.00	\$ 0.35	\$ 52.15
Base Bid	678	2007 PAV SURF PREP FOR MRK (ARROW)	EA	8.00	\$ 20.00	\$ 160.00
Base Bid	678	2016 PAV SURF PREP FOR MRK (UTURN ARR)	EA	1.00	\$ 20.00	\$ 20.00
Base Bid	678	2018 PAV SURF PREP FOR MRK (WORD)	EA	9.00	\$ 20.00	\$ 180.00
Base Bid	690	2036 INSTALL OF FND FOR GROUND MNT CABINETS	EA	2	\$ 3,100.00	\$ 6,200.00
Base Bid	6014	2011 FIBER OPTIC CBL (SNGLE - MODE) (12 FIBER)	LF	100	\$ 8.50	\$ 850.00
Base Bid	6623	9001 MULTI - DUCT CONDUIT (PVC) (INSTALL ONLY)	LF	390	\$ 13.00	\$ 5,070.00
Base Bid	6623	9002 MULTI - DUCT CONDUIT (PVC) (BORE) (INSTALL ONLY)	LF		\$ 30.00	\$ -
Base Bid	6986	2002 PREFB PV MK W / WNTY TY B (W) (4") (SLD)	LF	509.00	\$ 3.10	\$ 1,577.90
Base Bid	6986	2006 PREFB PV MK W / WNTY TY B (W) (6") (SLD)	LF	16054.00	\$ 4.00	\$ 64,216.00
Base Bid	6986	2007 PREFB PV MK W / WNTY TY B (W) (9") (BRK) CNTST	LF	4614.00	\$ 6.50	\$ 29,991.00
Base Bid	6986	2012 PREFB PV MK W / WNTY TY B (Y) (4") (SLD)	LF	533.00	\$ 3.30	\$ 1,758.90
Base Bid	6986	2016 PREFB PV MK W / WNTY TY B (Y) (6") (SLD)	LF	13513.00	\$ 4.00	\$ 54,052.00
Base Bid	16060	01 GROUNDING AND BONDING SYSTEMS	LS	1.00	\$ 5,000.00	\$ 5,000.00
Base Bid	16070	01 EQUIPMENT RACK W/ PANELBOARD, TVSS, CONTACTOR, TIME C	EA	2.00	\$ 7,000.00	\$ 14,000.00
Base Bid	16670	01 LIGHTNING PROTECTION SYSTEMS	LS	1.00	\$ 22,000.00	\$ 22,000.00
Base Bid	F001	FORCE ACCOUNT - LAW ENFORCEMENT	LS	0.00	\$ 5,000.00	\$ -
Extra	8911	9001 TRUSS SCREENS	SF	2800.00	\$ 38.00	\$ 106,400.00
TOTAL						\$ 904,319.35

Grand Total

\$ 904,319.35