

SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into on November 19, 2014 (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 "Owner"), and Traffic Engineers, Inc. (the "Contractor").

RECITALS

WHEREAS, the Owner has determined it is in the Owner's best interest to engage a professional service provider for the services described herein; and

WHEREAS, Owner and Contractor (collectively, 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 Owner and Contractor agree as follows:

I.

SERVICES

Section 1.01. Services. Contractor shall perform certain services (the "Services") for the Owner 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. Contractor may not deviate from approved Services without the prior written consent of the Board. Approval of Services shall be evidenced by a written proposal or service order, which shall include the service to be performed, the location and the fees. Currently approved proposals and service orders are attached hereto as **Exhibit A** and **Exhibit B**. 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. During the term of this Agreement, if Contractor and Owner determine certain additions or changes to the Services are needed, this Agreement will be terminated and a new Service Agreement, dated the date of approval by the Owner, will be entered into.

II.

COMPENSATION

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

Owner's Bookkeeper

Ms. Pamela Logsdon
Avanta Services
5635 Northwest Central Drive, Suite 104E
Houston, Texas 77092
Phone: (713) 934-9107
Email: pmlogsdon@sbcglobal.net

Owner's Manager

Mr. Michael Stone
Mike Stone & Associates
19875 Southwest Freeway Suite 270
Sugar Land, Texas 77479
Phone: (281) 343-0712
mikestone@mikestoneassociates.com

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

Contractor may request a price adjustment not more than once a year. The Owner's Manager may approve any requested price adjustment that does not exceed the change in the Consumer Price Index (CPI-U, Houston).

Contractor agrees that upon completion of the work called for hereunder, it will furnish the Owner with proof, satisfactory to the Owner, that all labor, material and equipment for which Contractor has been paid, have been satisfied and paid, unless the Owner waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Contractor will be reviewed by the Owner 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 Owner to furnish its best skill and judgment in performing the Services for the Owner. 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 Owner and Contractor. Contractor has been retained by the Owner 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 Owner approval, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor's relationship to the Owner during the term of this Agreement is that of an independent contractor. The relationship between the Owner 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 Owner 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 Owner upon the Owner'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 Owner or others. Cancellation or

expiration of any of said insurance policies shall not preclude the Owner 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 \$500,000.
- 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: \$2,000,000/\$2,000,000.

Contractor's insurance shall include the following endorsements:

- A. The Owner and the Owner'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 Owner. 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. Inasmuch as Owner and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against Owner, Contractor agrees to cause all of its policies of insurance maintained in force or procured by Contractor to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the Owner and its agents and employees.
- D. All of the aforesaid policies shall be endorsed to provide that the coverage provided to the Owner as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the Owner, and that neither Contractor nor its insurer will seek contribution or recovery from the Owner or such other insurance available to the Owner.
- E. 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).

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER (INCLUDING SPECIFICALLY ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION), 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.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE CONTRACTOR AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE OWNER. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE OWNER OF ANY COMMON LAW DUTY, ANY TERM OF THIS CONTRACT, OR ANY STATUTE OR REGULATION.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE OWNER. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE OWNER FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE OWNER.

Section 3.04. Term and Termination. Either party may terminate this Agreement at any time, 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 Owner 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, state and federal 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 Owner 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 Owner in connection with any and all Services performed hereunder and to maintain such books, payrolls and records for at least four years. The Owner 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 Owner.

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 Owner, which shall be granted or denied in the Owner'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 Owner and Contractor.

Section 3.12. Owner Manager. The Owner shall notify Contractor in writing of the Owner's Manager and any changes thereto of the Owner Manager.

Section 3.13. 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 3.14. 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 3.15. 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 Owner is located.

Section 3.16. 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.

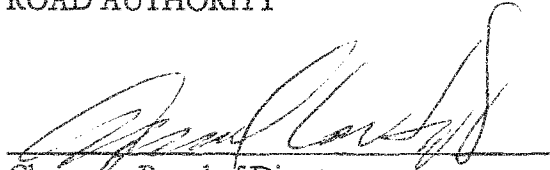
Section 3.17. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Owner and Contractor and will not be construed to confer any benefit upon any other party.

Section 3.18. 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.

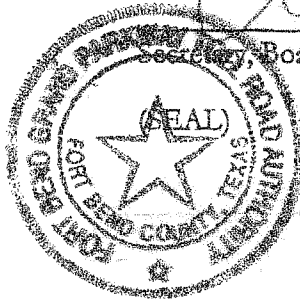
[EXECUTION PAGE FOLLOWS]

FORT BEND GRAND PARKWAY TOLL
ROAD AUTHORITY


Chairman, Board of Directors

ATTEST:


Secretary, Board of Directors



TRAFFIC ENGINEERS, INC.


By: 
Name: BRADLEY G. EAVES PE PDE PTP
Title: PRESIDENT

EXHIBIT A

The following is Traffic Engineers, Inc. (TEI) scope of services and fee to provide professional engineering services to conduct a speed study along Grand Parkway between US 59 and S. Fry Road. Speed zones designs and recommended schematic locations of the regulatory speed limit signs will also be included in this proposal.

Scope of Services

Task A: Existing Condition Documentation

A field visit will be conducted to document the following items:

- Existing roadway cross sections of Grand Parkway main lanes, ramps and frontage roads
- Land uses along the frontage roads
- Posted speed limit and the locations of the regulatory/advisory speed limit signs on the main lanes, ramps and frontage roads

Task B: Data Collection

Speed data will be collected at the following locations along the study corridor in order to determine the appropriate posted speed limit:

Main Lanes

- Northbound south of W. Airport Boulevard
- Southbound south of W. Airport Boulevard

Frontage Roads

- Northbound south of W. Riverpark Drive
- Northbound south of US 90A
- Northbound north of W. Airport Boulevard
- Northbound south of W. Bellfort Street
- Northbound south of Westpark Tollway
- Northbound south of S. Fry Road
- Southbound north of Bellaire Boulevard
- Southbound north of Long Meadow Farms Parkway
- Southbound north of W. Airport Boulevard
- Southbound south of US 90A
- Southbound north of River Falls Drive

FBCTRA will provide Traffic Engineers, Inc. (TEI) with the speed data collected at the toll plazas south of S. Fry Road. Crash data from the past three years should also be provided if applicable.

A strip map will be prepared to present the existing conditions and data collected from **Task A** and **Task B**.

Task C: Speed Zone Designs

TEI will define and design speed zones on Grand Parkway main lanes, exit ramps and frontage roads as needed. The considerations that may impact the designs will include the 85th percentile speed, zone transitioning conditions, directional differences, accident rates as well as variation from 85th percentile speed based on engineer judgments.

Task D: Document Findings and Recommendations

TEI will prepare a report documenting all items listed above in Tasks A-C. The recommended locations of the regulatory speed limit signs will be presented in a schematic map as an attachment to the report.

EXHIBIT B

Fee

Based on our estimate of hours required to complete the Speed Study for Grand Parkway, Segment D, it is proposed that TEI be compensated for services rendered on a lump sum basis for each scope of services as follows:

Task A: Existing Condition Documentation	\$ 1,500.00
Task B: Data Collection	\$ 2,500.00
Task C: Speed Zone Designs	\$ 7,000.00
<u>Task D: Document Findings and Recommendations</u>	<u>\$ 12,000.00</u>
Total Fee	\$ 23,000.00

Billing will be monthly on a percent complete basis.