

MASTER SERVICE AGREEMENT

This Master Service Agreement (this "Agreement") is entered into on November 16, 2016 (the "Effective Date") by and between Fort Bend Grand Parkway Toll Road Authority, a local government corporation (the "Authority"), and RS&H, Inc. (the "Contractor").

RECITALS

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

WHEREAS, Authority 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 Authority and Contractor agree as follows:

I.

SERVICES

Section 1.01. Services. Contractor shall provide technical consulting on toll and violation processing systems (the "Services") for the Authority from time to time as provided by this Agreement as more particularly described on the attached hereto as **Exhibit A**. Contractor may not deviate from approved Services without the prior written consent of the Board of Directors (the "Board") or its designee. 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) for work performed. Invoices shall be sent to the Authority's bookkeeper for payment and to the Authority's manager:

Authority's Bookkeeper

Ms. Pamela Logsdon
AVANTA Services
5635 NW Central Drive, Suite 104E
Houston, Texas 77092
Phone 713-934-9107
pmlogsdon@avantaserv.com

Authority's Manager

Mr. Michael Stone
Mike Stone & Associates
19875 Southwest Freeway, Suite 270
Sugar Land, Texas 77479
Phone 713-568-7252
mikestone@mikestoneassociates.com

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. 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 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 represents with the Authority that it will perform the Services for the Authority in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession and geographic location. 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.

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 \$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 Authority and the Authority's 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 ten 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. Inasmuch as Authority and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against Authority, 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 Authority and its agents and employees.
- D. 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.

TO THE FULLEST EXTENT PERMITTED BY LAW, 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 (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 AUTHORITY. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE AUTHORITY 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 AUTHORITY. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE AUTHORITY 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 AUTHORITY.

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 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. Any terms and conditions described in any attachments and/or exhibits that are unrelated to the description of the Services to be performed, duration of performance, the location, and the fees shall have no effect and shall not be considered part of this Agreement.

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 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 records and documentation satisfactory to the Authority to support the changes and expenses related to all Services performed hereunder and to maintain such records and documentation for at least four years. The Contractor will provide such back-up documentation to the Authority upon request.

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.

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.

Prior to execution of this Agreement by the Authority, the Contractor will be required to submit a Texas Ethics Commission Form 1295. Please see the below website for details related to this disclosure:

<https://www.ethics.state.tx.us/whatsnew/elinfoform1295.htm>

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.

Section 3.18. 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. Any required notices may be given by first class mail, postage prepaid, or by overnight delivery service to the address set forth below:

Fort Bend County Toll Road Authority
c/o The Muller Law Group, PLLC
16555 Southwest Freeway, Suite 200
Sugar Land, Texas 77479
Attn: Richard L. Muller, Jr.

RS&H, Inc.
8140 N. MoPac Expressway
Building Two, Suite 100
Austin, Texas 78759

Section 3.19. List of Local Government Officers. In accordance with Section 176.0065, Texas Local Government Code, a list of local government officers of the Authority may be obtained by contacting the Authority's records administrator at (281) 500-6050.

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

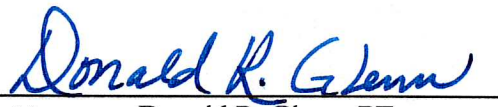
ATTEST:


Secretary, Board of Directors

(SEAL)



RS&H, INC.

By: 
Print Name: Donald R. Glenn, PE
Title: Vice President

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____

ATTACHMENT A
ADDITIONAL SCOPE OF SERVICES

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
TOLL COLLECTION SYSTEM MAINTENANCE AND OPERATIONS SUPPORT

BACKGROUND

The Fort Bend Grand Parkway Toll Road Authority (FBGPTRA) operates a tolled highways within Fort Bend County, Texas. Ongoing toll systems maintenance and operations consulting support is needed to assist with contractor oversight, toll system vendor oversight, and interoperable partner coordination.

SCOPE

Specific details of these services consist of the following:

1. Participate in Project Meetings, Workshops (if necessary), and Presentations with:
 - a. FBGPTRA
 - b. Consultants
 - c. Others (as requested)
2. Assist the Authority in monitoring the existing roadside toll collection systems and violation processing systems to ensure:
 - a. Compliance with contractual performance measures
 - b. Transaction level reconciliation
 - i. Routine transaction roadside audits
 - ii. Routine Lane to VPS to IOP reconciliations
 - iii. Scripted driving tests
 - c. Financial reconciliation
 - i. Routine Lane to VPS to IOP reconciliations
 - d. Scripted driving tests and revenue posting
 - e. Adherence to business rules
 - i. Routine reviews
 - f. Viability and Disaster Recover and Business Continuity processes and plans
 - g. Operational compliance
 - i. Operational testing
3. Assist the Authority in coordination with interoperable partners coordination and interoperable hub reconciliation
 - a. Participate in IOP status meetings
 - b. Review monthly reconciliations and adjustments
 - c. Review IOP Hub enhancements or modifications
 - d. Determine if FBGPTRA changes affect IOP partners
 - e. Participate in IOP issues and resolution process

4. Provide assistance to the Authority when implementing system enhancements, bug fixes, and ongoing system maintenance
 - a. Review change requests and/or release notes for any system modifications
 - b. Monitor any system hardware, software, and configuration changes
5. Provide professional services related to tolling infrastructure design, coordination, and conceptual planning as required
6. Provide FBCTRA periodic updates with regard to toll industry trends in technology, legislation, funding, etc.

TERM OF SERVICE

Services shall be provided from October 1, 2016 through September 30, 2017 (twelve months).

COMPENSATION

RS&H, Inc. will perform the scope of services outlined in this scope for an amount not-to-exceed \$160,480.40.

Fee Estimate - Operations and Maintenance Support																
October 2016 through September 2017																
Name	Role	Rate	1	2	3	4	5	6	7	8	9	10	11	12	Hours	Cost
Palmer	Project Manager	\$293.16	2	2	2	2	2	2	2	2	2	2	2	2	24	\$7,035.73
Raines	Sr. System Analyst	\$235.85	50	50	50	50	50	50	50	60	60	60	60	60	640	\$150,944.67
Hurst	Consultant	\$180.00													0	\$0.00
Goldstein	Engineer	\$226.12													0	\$0.00
Scheid	Engineer	\$135.11													0	\$0.00
			52	52	52	52	52	52	52	52	62	62	62	62	664	\$157,980.40
															Expenses	\$2,500.00
															Total	\$160,480.40

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RS&H, Inc.
Houston, TX United States

Certificate Number:
2016-125654

Date Filed:
10/18/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend Grand Parkway Toll Road Authority

Date Acknowledged:

10/19/16

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4845-6308-9722

Engineering and Consulting Services Related to Toll Operations and Systems

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bottaro, John J.	Jacksonville, FL United States	X	
Cino, Maria	Jacksonville, FL United States	X	
Debs, Joseph N.	Jacksonville, FL United States	X	
Gaboury, David	Jacksonville, FL United States	X	
Jacobson, Kenneth R.	Jacksonville, FL United States	X	
Jenkins, Jr., Leerie T.	Jacksonville, FL United States	X	
Puente, Henry	Jacksonville, FL United States	X	
Ratliff, J. Ronald	Jacksonville, FL United States	X	
Robert, Lisa M.	Jacksonville, FL United States	X	
Sweeney, David T.	Jacksonville, FL United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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.

OFFICE USE ONLY
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Houston, TX United States

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4845-6308-9722

Engineering and Consulting Services Related to Toll Operations and Systems

[illegible]

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Cathy A Scott
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Cathy B. Scott, this the 18th day of October, 20 16, to certify which, witness my hand and seal of office.

Sara S. Mayo
Signature of officer administering oath

Sara S. Taylor
Printed name of officer administering oath

Title of officer administering oath