#### SERVICE ORDER

DATE:	November 16, 2016
OWNER:	Fort Bend Grand Parkway Toll Road Authority (the "Authority")
CONTRACTOR:	ISI Contracting, Inc.
PROJECT:	Toll Plaza Pavement Repairs
SERVICE AMOUNT:	\$182,904.00
SERVICE AGREEMENT DATE:	September 16, 2015 (the "Service Agreement")
Service Order. The Authority agrees to paschedule) shown on <b>Attachment 1</b> . All se	In the services described on <b>Attachment 1</b> attached to this may the Contractor the amount (or in accordance with the feeservices and payments shall be in accordance with the terms ance Services proposal, including the Service Agreement and <b>Attachment 2</b> .
	FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY  By: Chairman, Board of Directors
	ISI CONTRACTING, INC.
	Ву:
	Printed Name:
	Title:
EFFECTIVE DATE  THIS AGREEMENT IS EFFECTIVE ON THE COMMISSIONERS COURT, AND IF NOT SO A	HE DATE IT IS APPROVED BY THE FORT BEND COUNTY APPROVED SHALL BE NULL AND VOID.
DATE OF COMMISSIONERS COURT APPROX	7AL;
AGENDA ITEM NO.:	
4848-4567-9419, v. 1	

# SERVICE ORDER

DATE:	November 16, 2016
OWNER:	Fort Bend Grand Parkway Toll Road Authority (the "Authority")
CONTRACTOR:	ISI Contracting, Inc.
PROJECT:	Toll Plaza Pavement Repairs
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Service Order. The Authority agrees to p schedule) shown on <b>Attachment 1</b> . All s	on the services described on <b>Attachment 1</b> attached to this ay the Contractor the amount (or in accordance with the fee services and payments shall be in accordance with the terms sance Services proposal, including the Service Agreement and <b>Attachment 2</b> .
	FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
	By:Chairman, Board of Directors
	ISI CONTRACTING, INC.  By:  Printed Name: Mark Browne  Title: Chief Estimator
	HE DATE IT IS APPROVED BY THE FORT BEND COUNTY APPROVED SHALL BE NULL AND VOID. VAL:
AGENDA ITEM NO.:	

4848-4567-9419, v. 1

# WO #1028 - Full depth pavement repairs at four toll plazas

# Joint material length / full-depth repair

# **New Territory**

40' + 40' + 40' = 120 ft / 160 SY

#### Harlem

40' + 40' = 80 ft / 106.6 SY

#### **Bellfort**

40' + 40' + 40' = 120 ft / 160 SY

#### **Bellaire**

40' + 40' + 18' = 98 ft / 130.6 SY

Total length for Joint material 418 ft

Item # 0713-6004 Unit cost \$31.00

418' X 31.00 = **\$12,958.00** 

Total SY for depth repair 557.2 SY

Item # 0361-6006 Unit cost \$305.00

557.2 SY X 305.00 = **\$169,946.00** 

**Grand Total** 

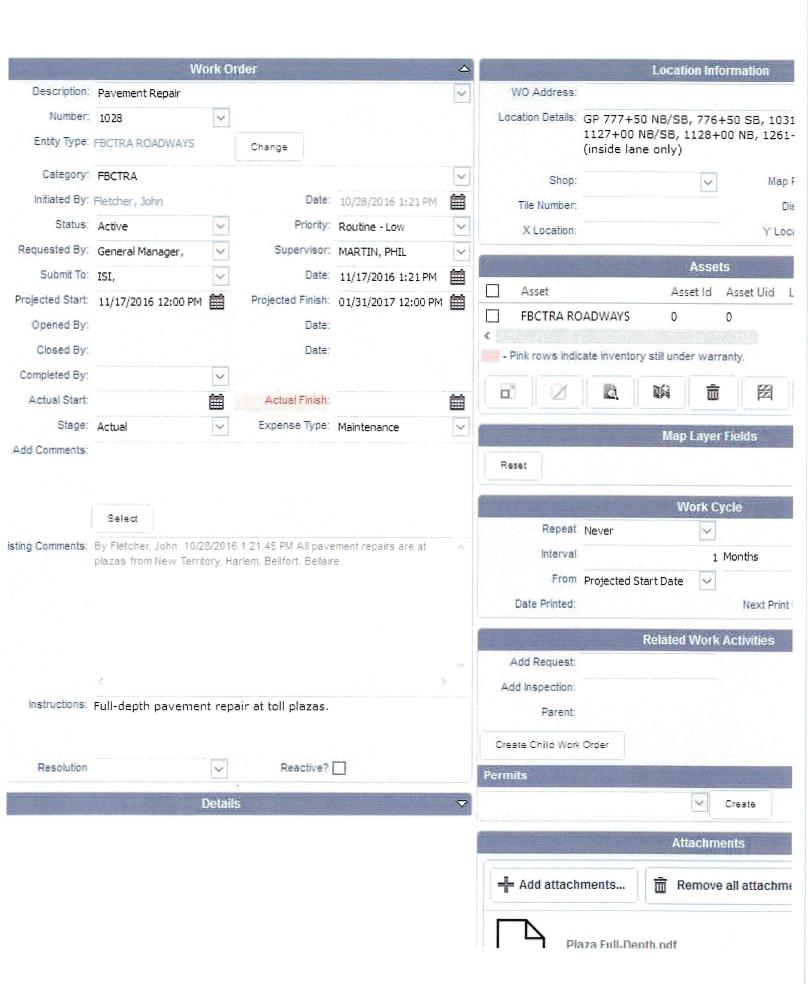
= \$182,904.00











ATTACHMENTZ

# FORT BEND COUNTY TOLL ROADS REQUEST FOR PROPOSAL ROAD AND RIGHT-OF-WAY MAINTENANCE SERVICES SEPTEMBER 4, 2015







5215 FIDELITY ST HOUSTON TX 77029

#### FORT BEND COUNTY TOLL ROADS

#### REQUEST FOR PROPOSAL

Road and Right-of-Way Maintenance Services for Fort Bend Parkway Grand Parkway Toll Road Westpark Tollway

Proposal Due Date: September 1, 2015 by 2:00 p.m. CDT

Return Proposal To: Fort Bend Grand Parkway Toll Road Authority

c/o Mike Stone Associates

19875 Southwest Freeway, Suite 270

Sugar Land, TX 77479

(281) 343-0712

Contractor is required to complete information below and include this page as the Cover Sheet to the Contractor's proposal - Contractor's signature below certifies that this proposal and its contents are true and correct to the best of his/her knowledge and all attachments contained herein are valid and represent the Contractor's proposal.

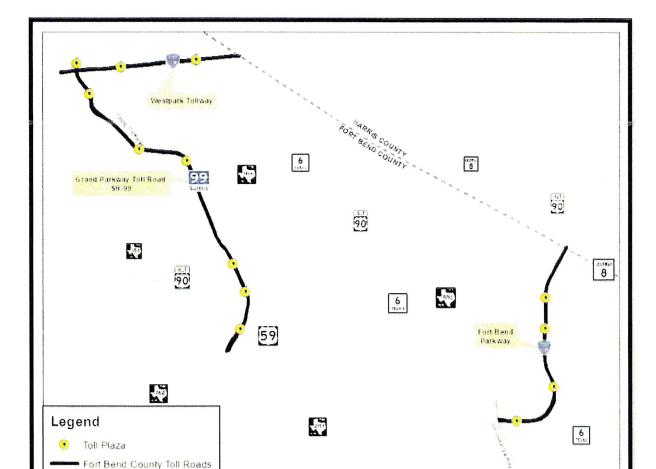
ISI Contracting, Inc. Contractor (Company Name) Mark Browne Chief Estimator Contractor's Authorized Representative (Name) (Title) September 1, 2015 Contractor's Authorized Representative (Signature) (Date) 767,188.00 Total Amount of Routine Operations and Maintenance: \$ 2,2284,527.50 Total Amount of On-call Facility and Equipment Repairs: Total Amount of Routine Operations and Maintenance \$ 3,051,715.50 Plus On-call Facility and Equipment Repairs

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#### **GENERAL OVERVIEW**

Fort Bend County Toll Road Authority (FBCTRA) operates and maintains the sections of Fort Bend Parkway and Westpark Tollway within Fort Bend County. Fort Bend Grand Parkway Toll Road Authority (FBGPTRA) operates and maintains Grand Parkway/SH-99 between US-59 and Fry Road. The scope of the Road and Right-of-Way Maintenance Services contract will include all Fort Bend Parkway, Grand Parkway Toll Road, and Westpark Tollway right-of-way (ROW) within Fort Bend County, except for items noted below. Throughout the Road and Right-of-Way Maintenance Services Request for Proposal (RFP), FBCTRA and FBGPTRA will be referred to collectively as the "Authority". The selected contractor will enter into a single service agreement with FBGPTRA for performing Road and Right-of-Way Maintenance Services for the Authority on all three toll roads in Fort Bend County.



Map of Fort Bend Parkway, Westpark Tollway, and Grand Parkway Toll Roads

# Fort Bend County Toll Road Summary

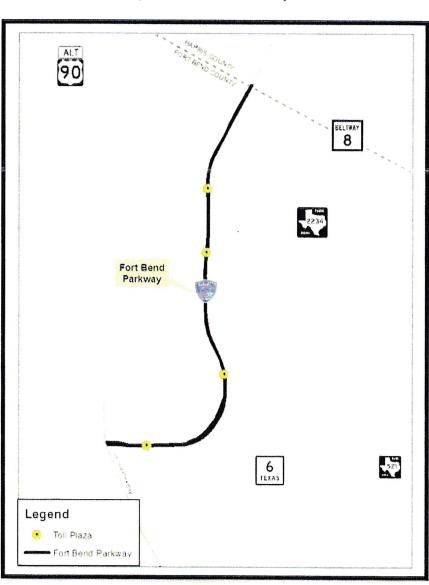
e de la company de la comp		Fryscher Commence Commence (Commence Commence Commence Commence Commence Commence Commence Commence Commence Co	Lane miles	Lane Miles
Toll Road Name	Project Limits	Distance	(Main Lane)	(Frontage)
Fort Bend Parkway	Sam Houston Tollway/Beltway 8 to Sienna Pkwy.	8	32	0
Grand Parkway Toll Road	US-59 to S. Fry Rd.	13	52	27
Westpark Tollway	Ft. Bend/Harris County Line to Grand Parkway/SH-99	6	24	0

The Road and Right-of-Way Maintenance Services RFP <u>does not</u> include the following items that are maintained by the Authority under separate agreements:

- Electronic Toll Collection System including related cabinets and equipment
- Traffic Signals including related cabinets and equipment
- Landscape Maintenance
- Operation and Maintenance of Grand Parkway/SH-99 pump stations at US-90 and FM-1093 intersections (TxDOT)
- Roadway and Underpass Illumination repairs and maintenance (to perform inspection only).

#### Fort Bend Parkway:

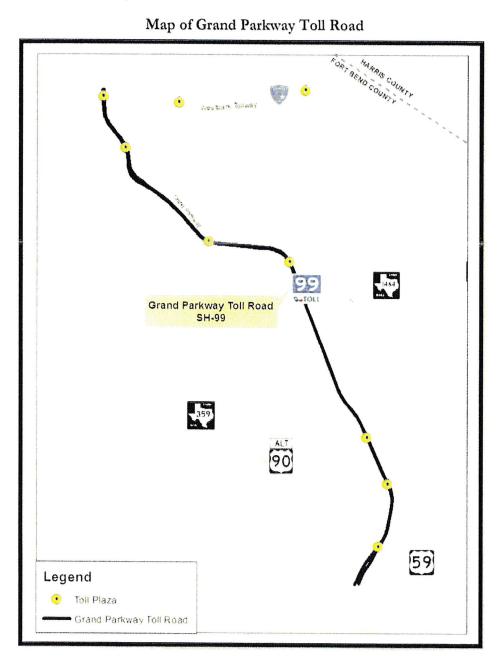
The Road and Right-of-Way Maintenance Services RFP includes the Fort Bend Parkway from Sam Houston Tollway/Beltway 8 to Sienna Parkway, including all exit and entrance ramps. The Fort Bend Parkway is an extension of the Harris County Toll Road Authority's (HCTRA) Fort Bend Toll Road. The Fort Bend Parkway has two main lanes in both the northbound and southbound direction and is approximately 8 miles long, or 32 lane miles, as shown on the following map. Currently under construction is a half-mile long bridge that will provide the four main lanes with non-stop travel over SH-6. The bridge project is expected to be complete by the end of 2016. Maintenance of the bridge over SH-6 is not included in the scope of the RFP, but will be added at a later date following project completion.



Map of Fort Bend Parkway

# Grand Parkway Toll Road:

The Road and Right-of-Way Maintenance Services RFP includes the Grand Parkway Toll Road/SH-99 from US-59 to just south of Fry Road. The Grand Parkway Toll Road has two main lanes in both the northbound and southbound direction and is approximately 13 miles long, or 52 lane miles, as shown on the following map. Also included in the Road and Right-of-Way Maintenance Services RFP is an additional 27 miles of frontage road and exit/entrance ramps that are part of the Grand Parkway/SH-99 system. The remaining portion of Grand Parkway/SH-99 from Fry Road north towards I-10 is maintained by TxDOT and is not included in the RFP.



6

# Westpark Tollway:

The Road and Right-of-Way Maintenance Services RFP includes the Westpark Tollway from the Ft. Bend/Harris County line to just west of Grand Parkway/SH-99, including all exit and entrance ramps. The Fort Bend Westpark Tollway is an extension of the HCTRA's Westpark Tollway. The Westpark Tollway has two main lanes in both the eastbound and westbound direction and is approximately 6 miles long, or 24 lane miles of roadway as shown on the following map. FM-1093 serves as the frontage road on the north and south side of the Westpark Tollway and is maintained by TxDOT. FM-1093 facilities are **not** included in the RFP.

Westpark Tollway

Toll Plaza

Westpark Tollway

Map of Westpark Tollway

# **OBJECTIVE**

It is the desire of the Authority to outsource maintenance and operations services for asset management on the Fort Bend Parkway, Grand Parkway Toll Road, and Westpark Tollway roads and right-of-way (ROW). The Authority 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 and traffic control; sweeping; and debris collection and removal. The Authority has released this RFP with the objective to hire a Contractor to maintain the roadway and right-of-way for the three toll roads in Fort Bend County.

# PROPOSAL REQUIREMENTS

Please read the entire document fully and carefully. If you are selected by the Authority as the vendor to service these contract requirements you will be expected to fulfill the specifications completely and responsibly.

#### Solicitation Schedule

The following schedule reflects the Authority's intentions for this RFP:

1.	Release of RFP	August 7, 2015
	Mandatory Pre-Bid Meeting and Optional Tour	
	Proposals Due	
	Selection or Shortlist and Interview	
5.	Best and Final Offer Due (if requested)	
	Board Review/Approval	
	Contract Awarded with Notice to Proceed by	

# Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting will be held on Tuesday, August 25, 2015 at 10:00 a.m. CDT at the office of Mike Stone Associates, Inc., 19875 Southwest Freeway, Suite 270, Sugar Land, TX, 77479. After the pre-bid meeting an optional tour of the toll roads will be provided for Contractors to see the roadways and facilities and better understand the scope of maintenance requirements.

#### Questions

Questions should be submitted via email to the following contact:

Phil Martin Mike Stone Associates, Inc. philmartin@mikestoneassociates.com Office: (713) 574 - 5261

#### Submittal Due Date

Fill out, sign and deliver 1 original and 1 copy of the completed proposal in a sealed envelope by 2:00 p.m. CDT on September 1, 2015 to:

Fort Bend Grand Parkway Toll Road Authority c/o Mike Stone Associates, Inc. 19875 Southwest Freeway, Suite 270 Sugar Land, TX 77479 Attn: Mr. Phil Martin

Late proposals will not be accepted.

# **Proposal Content Requirements**

Include with your proposal all required forms, completed and signed as necessary. Submit your proposal in a sealed envelope clearly indicating Company Name, RFP Title and the wording, "SEALED PROPOSAL", on the outside of the envelope.

The following documents must be completed in full, submitted in the following order and returned by the designated date and time for a bid to be considered valid. When completing the forms, please use an ink pen and print legibly or generate the forms from a computer print-out. Make sure there are no mistakes; pricing will be binding if a contract is awarded.

#### 1. Cover Sheet of RFP

 Complete and sign the first page of the RFP and submit as the Cover Sheet to the Contractor's Proposal

# 2. Exhibit A - Fort Bend County New Vendor Form

- Complete the Fort Bend County New Vendor Form
- Attach a completed and signed current W-9

#### 3. Exhibit B - Business References

- Credit References provide a list of the three top material providers which have been
  used within the last three years to provide equipment and/or products on projects
  similar to that described in the specifications of this RFP.
- Similar Project References provide three past project references completed within the last three years that are of similar scope and size to the specifications and requirements of this roadway maintenance RFP.
- Any reference that results in a negative review of the Contractor can be cause for disqualification by the Authority.

#### 4. Exhibit C - Questionnaire

Complete all sections of the questionnaire and provide attachments as requested. If the
questionnaire is not fully completed and/or the appropriate attachments are not
provided as requested, the Contractor's proposal may be deemed incomplete and
rejected.

# 5. Exhibit D - Pricing Forms

- The quantities shown on the Pricing Form are considered estimated quantities used to
  assist the Authority in determining the most advantageous and best valued bid for
  identified services. There is no guarantee that the estimate quantities will be ordered or
  required to be performed by the Contractor.
- The Fort Bend County Toll Road Authority is exempt from all federal excise, state and local taxes. Texas Limited Sales Tax Exemption Certificates will be furnished upon request.

#### 6. Addenda

Sign and include any addendum's issued by the Authority

#### Proposal Evaluation and Selection Criteria

The following selection criteria and associated weighted values will be utilized to evaluate and score each proposal accordingly:

- - Exhibit A Fort Bend County New Vendor Form
  - Exhibit B Business References
  - Exhibit C Questionnaire

The Authority will award the Contract to the Proposer that submits a Proposal meeting the standards and requirements described in this document and which is determined to be the best value to the Authority based on qualifications, pricing and overall score. The determination of Apparent Best Value Proposer shall be based on the highest Total Proposal Score computed.

The Authority may conduct interviews of shortlisted proposers and based upon the proposal and interviews will select a Contractor to proceed to negotiations. The Authority has not yet determined the number of Contractors that will be shortlisted, if any.

The Authority may request a Best and Final Offer (BAFO) from each of the original proposers or from the shortlisted proposers. Request for a BAFO will be at the full discretion of the Authority.

Upon selection of the Apparent Best Value Proposer, the Selection Committee's recommendation will be forwarded to the Fort Bend Grand Parkway Toll Road Authority's Board of Directors for final approval.

#### Addenda

If this RFP is revised, the Authority will issue an addendum addressing the nature of the change. Contractors must sign it and include it in the returned proposal package.

# EXHIBIT A - FORT BEND COUNTY NEW VENDOR FORMS



#### COUNTY PURCHASING AGENT Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB County Purchasing Agent (281) 341-8640 Fax (281) 341-8642 Fax (281) 341-8645

# **New Vendor Information**

Date:

September 1, 2015

To:

Purchasing

From:

ISI Contracting, Inc.

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

F	
Federal ID # or S.S #	20-2413767
	X Corporation/LLC Sole Proprietor/Individual
Type of Business	Partnership Tax Exempt Organization
Legal Company Name	ISI Contracting, Inc.
Remittance Address	5215 Fidelity St.
City/State/Zip	Houston TX 77029
Physical Address	
City/State/Zip	
County	Fort Bend County Other: Harris
Phone Number	281-233-8000
Fax Number	281-233-8021
Contact Person	Mark Browne
E-mail	estimating@infrastructure-inc.com
Special Notes	

# (Rev. December 2014)

# Request for Taxpayer **Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Internal		nue Service							and the state of t			483/847874.40 <del>-2</del> 0.84.
$\overline{}$	1 N	lame (as shown on your income tax return). Name is required on this line; do	not leave this line blank.									
	IS	SI Contracting, Inc.										
6	2 B	lusiness name/disregarded entity name, if different from above										
Print or type See Specific Instructions on page	3 C	theck appropriate box for federal ta <u>x clas</u> sification; check <u>only o</u> ne of the follo	owing seven boxes:	p			4 Ex	emption	ns (cod	les ap	ply o	nly to
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on S	<u>_</u>	ingle-member LLC		LI				pt paye			y)	
2 4		imited liability company. Enter the tax classification (C=C corporation, S=S					Exem	otion fi	rom FA	TCA	repor	ting
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See		Houston TX 77029										
,		ist account number(s) here (optional)		L								
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Pan	974	Taxpayer Identification Number (TIN)			·			***************************************				
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resider	nt ali	ien, sole proprietor, or disregarded entity, see the Part I instructions	s on page 3. For other	r			-		-			
entities TIN on		is your employer identification number (ÉIN). If you do not have a nu	imper, see How to ge	a a	Or					LL		
		e account is in more than one name, see the instructions for line 1 a	and the chart on page	A for		ploye	r identi	fication	ı numl	ber		
		on whose number to enter.	ind the chart on page	7 101	_		T		T	ET		
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CONTRACTOR AND ADDRESS.		alties of perjury, I certify that:							*************			
		mber shown on this form is my correct taxpayer identification numb	er (or I am waiting for	r a numb	er to	o be is	ssued	to me)	; and			
		t subject to backup withholding because: (a) I am exempt from bac								arnal	Reve	enue
Ser	vice	(IRS) that I am subject to backup withholding as a result of a failure	to report all interest	or divide	ends	s, or (0	c) the I	RS has	s notif	led m	ne th	at I am
no I	ong	er subject to backup withholding; and										
		J.S. citizen or other U.S. person (defined below); and										
4. The	FAT	CA code(s) entered on this form (if any) indicating that I am exempt	from FATCA reporting	ng is cor	rect.							
Certifi	cati	on instructions. You must cross out item 2 above if you have been ou have failed to report all interest and dividends on your tax return	notified by the IRS the	hat you	are o	currer	itly sub	oject to	back	up w	ithha 1909	olding
becaus	se yo	ou have falled to report all interest and dividends on your tax return id, acquisition or abandonment of secured property, cancellation of	. For real estate trans f debt. contributions t	actions, to an ind	lividu	ual ret	tiremer	appiy nt arrai	, ron naeme	ant (II	RA),	and
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Future	deve	elopments. Information about developments affecting Form W-9 (such	• Form 1099-A (acquis	•	band	lonmer	nt of se	cured p	roperty	y)		
as legis	latio	n enacted after we release it) is at www.lrs.gov/fw9.	Use Form W-9 only i								en), te	Ö
Puro	ose	e of Form	provide your correct Ti			•	•	-				

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

#### EXHIBIT B - BUSINESS REFERENCES

#### **CREDIT REFERENCES**

Complete the following regarding credit references, in accordance with Exhibit C - Questionnaire, Item 2.b. Provide a list of the three top material providers which have been used within the last three years to provide equipment and/or products on projects similar to that described in the specifications of this RFP. Use separate sheet, if additional space is required.

1.	Company Name: Holes Inc.
	Company Address: 9911 Franklin Houston, TX 77070
	Contact Person/Phone: Lee Aitken, Kellie Vazquez 281-469-7070
	Account Number:
	Type of Product Provided to your Company: Demolition and sawing services
	Number of Years as a Vendor for your Company: 25+ Years
	Trained of Teate to a volue 202 your company.
2.	Company Name: Cemex USA
	Company Address: 2901 West Sam Houston Pkwy 77043
	Contact Person/Phone: Ivonne Guero 713-332-4012
	Account Number: 3050615
	Type of Product Provided to your Company: Cement Supplier
	Number of Years as a Vendor for your Company: 10+ Years
	Trustable of Zoule do a rostoff to good Goraphing.
3.	Company Name: Bay Oil Company
	Company Address: 2201 FM517 East, Dickinson, TX 77539
	Contact Person/Phone: Jake Marsido o-281-337-4671 m-713-201-6750
	Account Number: 32660018
	Type of Product Provided to your Company: Fuel and Oil
	Number of Years as a Vendor for your Company: 10+ Years
	number of rears as a vendor for your Company:

# SIMILAR PROJECT REFERENCES

In accordance with Exhibit C, Item 2.c., provide three past project references completed within the last three years that are of similar scope and size to the specifications and requirements of this roadway maintenance RFP. Use separate sheet, if additional space is required.

l.	Project Name and Location: General Maintenance 1H10
	Year Started/Completed: Setp 2011- May 2014 Project Budget: \$5MM
	Project Description: Routine Maintenance, Repair, and Emergency
	Response 75miles
	Customer/Agency Name: Txdot
	Customer Representative: Quincy Allen, P.E. Title: District Engineer
	Customer Representative Phone No: 713-802-5551 Email: quincy.allen@txdot.gov
2.	Project Name and Location: Travis, Williamson, Hays Co.
	Year Started/Completed: Mar 2014-Sept 2015 Project Budget: \$11MM
	Project Description: Total Maintenance and emergency response of
	IH35, US290, Lp1, US183 -120 miles
	Customer/Agency Name: Txdot
	Customer Representative: Michael Lee, P.E. Title: Director of Maintenance
	Customer Representative Phone No: 512-416-3034 Email:
3.	Project Name and Location: Contracts 229,230,231
	Year Started/Completed: Mar 2011-Sept 2015 Project Budget: \$10.1MM
	Project Description: Heavy Highway Bridge and Maintenance - Various
	Locations on the Harris County Toll Road System
	Customer/Agency Name: Harris County Toll Road Authority
	Customer Representative: Quinton Alberto, P.E. Title: Assistant Director
	Customer Representative Phone No: 713-587-7867 Email:quinton.alberto@hctra.org

# SIMILAR PROJECT REFERENCES

In accordance with Exhibit C, Item 2.c., provide three past project references completed within the last three years that are of similar scope and size to the specifications and requirements of this roadway maintenance RFP. Use separate sheet, if additional space is required.

1.	Project Name and Location:	
	Year Started/Completed: 2010-2014 Pro	oject Budget: \$2.5MM
	Project Description: Various Public Works Project	ects
	Customer/Agency Name: City of Sugarland  Customer Representative: Christoper Steubing, P. I  Keisha Seals	
	Customer Representative Phone No: 281-275-2780	
2.	2. Project Name and Location:	
	Year Started/Completed: Pro	ject Budget:
	Project Description:	
	Customer/Agency Name:	
	Customer Representative:	Title:
	Customer Representative Phone No:	Email:
i.	Project Name and Location:	
	Year Started/Completed: Proj	ect Budget:
	Project Description:	
	Customer/Agency Name:	
	Customer Representative:	Title:
	Customer Representative Phone No:	Email:

.gov

# **EXHIBIT C - QUESTIONAIRE**

#### Complete the following:

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a.	Legal Name of company/organization: ISI Contracting, Inc.
	Federal ID Number: 20-2413767 DUNS Number: 070132329
c.	Type of business entity (corp, partnership, sole proprietorship, etc.): Corporation
d.	Mailing Address: 5215 Fidelity St. Houston TX 77029
e.	Physical Address (if different):
f.	Place of incorporation (if applicable):Texas
g.	Project Manager's Name: Scott Martin Judgment, moving resources
	Office Address: 5215 Fidelity St. Houston, TX 77029
	• Office and Facsimile Phone Number: 832-803-4791 fax281-233-8021
	Mobile Phone Number: 832-803-4791
	Email Address:smartin@infrastructure-inc.com
h.	
II.	Accounting Representative Name: Jhon Betancur
11.	Accounting Representative Name: Jhon Betancur  • Office Address: 5215 Fidelity St Houston TX 77029
11.	Office Address: 5215 Fidelity St Houston TX 77029
11.	• Office Address: 5215 Fidelity St Houston TX 77029
i.	Office Address: 5215 Fidelity St Houston TX 77029  Phone Number: 281-233-8010  Email Address: jbetancur@infrastructure-inc.com
	Office Address: 5215 Fidelity St Houston TX 77029  Phone Number: 281-233-8010
	Office Address: 5215 Fidelity St Houston TX 77029  Phone Number: 281-233-8010  Email Address: jbetancur@infrastructure-inc.com  Maintenance/Field Supervisor Contact Name: Ronnie Wenzel (124V5)

Standard set of equip. @ pnd (traffic control, etc.)

Total of 5 on the Learn

4 Emergency: 10ts of resources

#### 2. Qualifications

a. Statement regarding financial stability:

The financial condition of ISI is strong, and management knows of no financial issues that could materially impact in a negative manner its current financial condition. Management further believes that the growth in earnings, net assets, net worth, and liquidity that the company has enjoyed in the past will continue into the future. We have ample resource capacity to perform this contract. Include, as an attachment to this section of the proposal, referencing Question 2.a., the balance sheet and most recent income statement as documentation.

- b. In Exhibit B, on the Credit Reference Sheet, provide a list of the three (3) top material providers which have been used within the last three years to provide equipment and/or products on projects similar to that described in the specifications of this RFP.
- c. Number of years experience in developing and conducting roadway maintenance programs similar to that described in the specifications of this REP. 30+ Years similar to that described in the specifications of this RFP:\_
  - In Exhibit B, on the Business Reference Sheets, provide a list of the large programs for public entities which were developed and conducted during the last three years including a summary of the projects, outcome, contact reference, address, email and telephone number.
- Exhibit Attached d. Include, as an attachment to this section of the proposal, and referencing Question 2.d., an organizational chart identifying the proposed maintenance team to provide the services offered in this proposal including any subcontractors. Organizational chart should indicate lines of authority, names, titles, and functions of the individuals assigned. List the qualifications of each employee to be assigned to the program, including certifications and number of years experience in similar programs, in this attachment. Please feel free to expand on any special attributes, characteristics, skills, etc., that would explain why these employees are qualified. Attach resumes of principal contributors to be assigned to this project which at minimum should include Project Manager and Field Supervisors including Maintenance Supervisor and Traffic Control Supervisor. Each resume should not exceed two pages in length.
  - e. In the area provided below or in a separate attachment to this section of the proposal, referencing Question 2.e., describe your company's present workload outlining the percentage of time available for this project and how the workload will affect the firm's capability to accomplish the requirements of this RFP.

Exhibit Attached	

#### 3. Prime and Subcontractors

In the area provided on the following page, list your company as the prime contractor and all your subcontractors on your team. If you need additional space, provide a separate attachment to this section of the proposal referencing Question 3. For each company, include the scope of work they will be responsible for and an estimated percent of work on this contract. For each subcontractor, also include their office address. Keep in mind that the prime contractor must complete at least 50% of the work on this contract. The total estimated percent of work for prime and subcontractors should add up to 100% as indicated on the following page.

Prime Contractor: ISI Contracting, Inc.	Percentage of Work:	%77.2 ————
Scope of Work: Road Inspection, Illumination inspection,	traffic control	, litter
and debris removal, sign repair/replacemen	nt, guardrail and	d attenuator
repair, concrete and pothole repair Subcontractor #1: Waste Partners Environmental	Percentage of Work:_	%5.8
Office Address: 3669 Eastex Freeway Houston, TX 77026		No. of the contract of the con
Scope of Work: Cleaning and Sweeping Highways		·
Subcontractor #2: Cleanserve, Inc.  Office Address:	Percentage of Work:	%.6 
3808 Knapp Rd Pearland, TX 77581		Almost transport
Scope of Work: Drain Inlet Cleaning, Slotted Drain	Cleaning,Storm	Sewer
Cleaning		
Subcontractor #3: Holes, Inc.	Percentage of Work:_	5.5
Office Address: 9911 Franklin Houston, TX 770	70	
Scope of Work: Demolition and Sawing Service:	S	and daily after the street of
Total Percent of Work:		100%

#### 3. Prime and Subcontractors

In the area provided on the following page, list your company as the prime contractor and all your subcontractors on your team. If you need additional space, provide a separate attachment to this section of the proposal referencing Question 3. For each company, include the scope of work they will be responsible for and an estimated percent of work on this contract. For each subcontractor, also include their office address. Keep in mind that the prime contractor must complete at least 50% of the work on this contract. The total estimated percent of work for prime and subcontractors should add up to 100% as indicated on the following page.

Prime Contractor:	Percentage of Work:
Scope of Work:	
Subcontractor #1: SCR Construction Co	Percentage of Work: 7.8%
Office Address: 5420 FM2218 Richmond, TX 774	69
Scope of Work: Clean and Sealing Joints	
	·
Subcontractor #2: Southwest Signal Supply	Percentage of Work: \$8.1
Office Address: 1107 Jackson St. South Houston,	TX 77587
Scope of Work: Repair and Install Flashing Be	
Subcontractor #3:	Percentage of Work:
Office Address:	
Scope of Work:	
Total Percent of Work:	100%

#### 4. Intention

- Exhibit Attacheda. Include, as an attachment to this section of the proposal, and referencing Question 4.a., why your company believes its proposed services best meet the objectives of the Fort Bend County Toll Road Authority. Describe in detail any additional features, aspects, or advantages of its products and services in any relevant area not covered elsewhere in its proposal.
  - b. Include, as an attachment to this section of the proposal, and referencing Question 4.b., an annual maintenance operation plan that illustrates how the maintenance program will be managed. The work plan shall include location and management of resources, task management, hours of operation and a map defining the areas of responsibilities for the field supervisors and for all the crews.
  - c. Include, as an attachment to this section of the proposal, and reference Question 4.c., an emergency management plan describing how the Contractor will respond to severe weather and emergency events including staffing, communications, traffic control and how roadways will be maintained and kept in operation. An example of an emergency event would be a large scale traffic accident involving multiple vehicles and roadway structures. An example of a severe weather event would be a hurricane or flooding of the roadway from heavy rains.

# 5. Safety and Health History

a. Do you hold safety/accident prevention meetings for employees? How often? Yes,

Weekly our workforce is required to participate in weekly safety

meetings. The meetings are designed to educate employees in

individual and team safety in order to promote awareness, prevention,
accountability.

b. Do you have a company safety plan and employee safety training program (certifications, training cycle, etc.)?

Yes, we have a Health and Safety Plan and hold annual training as well as project specific training. Copies of certifications and health and safety policy is available for the Authority.

c. Complete the following table of safety data for the last three years:

Description	2012	2013	2014
Number of lost work day cases	513	225	180
Number of cases with medical attention only	- 5	1	0
Number of fatalities	0	0	0
Contractor's Interstate Experience Modification Rate (EMR)	1.18	1.19	1.71
Number of hours worked	360898	342334	342891

# 6. Fort Bend County Toll Road Authority Service Agreement

Review the Sample Service Agreement provided in Exhibit E of this RFP. This is the type of agreement the Contractor will be required to sign if awarded the maintenance contract. Please indicated below that you agree and will comply with the Sample Service Agreement. If the Contractor has any objections or exceptions to take in regards to the Sample Service Agreement, please indicate below. If you need additional space, provide a separate attachment to this section of the proposal referencing Question 6. Keep in mind, any objections or exceptions to the terms and conditions provided in the Sample Service Agreement in Exhibit E may disqualify the Contractor, depending on the objections/exceptions requested.

Do you agree and will comply with the Sample Service Agreement?	Yes
Objections/Exceptions:	
	Alexander de la constantina della constantina de

#### EXHIBIT C, 2D

ISI Contracting, Inc. is an established, reputable contractor, providing solutions to government and industry for the diverse and changing needs of our State's infrastructure. ISI is a proven leader in the asset management and total maintenance privatization trend that is gaining momentum as governmental entities recognize the efficiencies and cost benefits to be gained from contracting with the private sector.

ISI has performed maintenance services contracts locally for over forty years. The founding company was the first provider of a maintenance services contract for Texas Department of Transportation surrounding the greater Houston area.

Our success in preservation of our clients' assets is attained through preventative maintenance, quality repairs, identification of potential capital improvements, continual investment in the education of our work force and strong relationships with our suppliers and vendors.

#### **KEY SERVICE LINES**

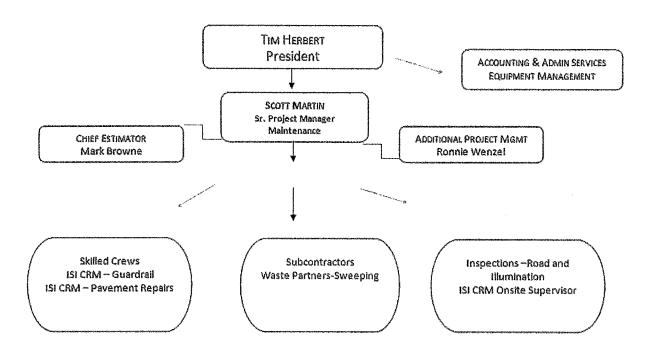
- Roadway Construction Services
- ❖ Asset Management/Performance Based Maintenance/ Routine Maintenance Operations Services
- ❖ Water Distribution Consulting

Presently, we perform various roadway repairs for the Harris County Toll Road Authority. We have serviced the Authority in various capacities for these types of contracts over the past 21 years. We provided our services on quantity based contracts for a number of terms and for three years provided total asset management and operations for the Authority.

We are confident that ISI Contracting, Inc. is the contractor best prepared to meet the objectives and goals for this contract.

- HISTORY ~ First and foremost, we know your assets. We have and are presently performing work on the Harris County Toll Roads. Additionally, have a proven track record of managing similar contracts for TxDOT, City of Houston..
- ✓ RESOURCES ~ We are equipped with the manpower and equipment to meet the anticipated needs of the contract, as well as unexpected. The ISI team has a fleet of concrete trucks thus producing and delivering for on demand services that will arise for the authority.
- ✓ KNOWLEDGE ~ Our staff and labor force are experienced specifically in this line of work and collectively bring many years experience to the table for our clients. Our team has been involved in the design, construction and maintenance of millions of dollars in infrastructure in and around Fort Bend and Harris County.
- ✓ INNOVATION ~ We are committed to finding solutions in our work that are common sense, add value to the infrastructure and allow our clients to do what was intended by these contracts −privately contract the work

- in a manner that will maintain the asset and minimize the time required by the Authority for the activities in this scope of work.
- ✓ Management ~ Our proven Call Center documentation processes are designed to provide a detailed history of work performed, and are managed in a database that will allow the Authority to monitor trends and predict future maintenance needs. It is a program that is fully equipped to manage the Incident Management and Service Resolution Plans. These processes were utilized on a HCTRA maintenance project for three years and a large scale TxDOT maintenance project for four years. They have been updated to incorporate needed improvements that were identified through the proper use of the program.
- ✓ LOGISTICS ~ We are positioned with easy access to all facets of the project. Our local presence gives us the ability to draw upon a number of resources in times of unanticipated need, such as emergency response, hurricane clean up, de-icing operations, etc.



#### EXHIBIT C, 2E

ISI's is currently prepared to mobilize and perform all the needed routine and emergency tasks for the Authority's needs and wants. ISI currently has a surplus of equipment that is available to be utilized from ISI's San Antonio area offices. ISI currently has routine and emergency work in both Ft Bend and surrounding counties with labor resources to respond to emergencies, needed work for repairs and routine preventive maintenance.

#### Ехнівіт С, 4а

ISI Contracting, Inc. is a locally owned provider of asset management/maintenance services in Harris County and throughout the State of Texas, with over forty years experience in infrastructure management and was the first provider to TxDOT for maintenance services contracts.

ISI has demonstrated its ability to manage contracts of this scope and magnitude in past and present contracts with Harris County Toll Road Authority, City of Houston, Texas Department of Transportation and the Central Texas Regional Mobility Authority. We provide diverse service lines to assist our clients in developing and executing realistic, cost effective preventative and repair solutions in order to optimize the performance and longevity of their assets. ISI has successfully performed total maintenance and performance based contracts in Central Texas in San Antonio and Austin collectively covering all facets of maintenance including de-icing, incident management and all routine maintenance activities.

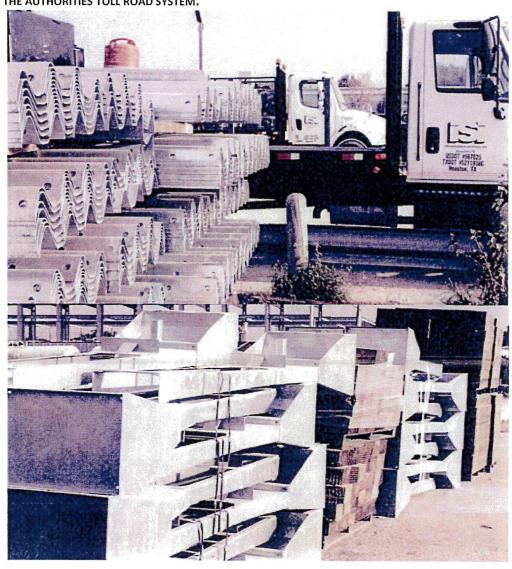
ISI proposes road and right of way services for the asset management of the Fort Bend Parkway, Westpark Tollway and Grand Parkway Segment D. The qualifications contained within this proposal validate that ISI the qualified, motivated Contractor, who utilizes "best practices" in the industry and can provide the Authority with the best overall value with the highest quality of service. ISI 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; sweeping; debris collection and removal and any other extra service that may be needed.

The ISI Team will give the Authority, local municipalities, and the traveling public the best services that will be needed from today and the future of the Authorities maintenance and operations of the toll road system for three main reasons.

1. ISI PRODUCES AND DELIVERS ITS OWN CONCRETE NEEDED FOR REPAIRS. TXDOT APPROVED RAW MATERIAL SOURCES STORED AT ISI OPERATIONS YARD WITH THE ABILITY TO DELIVER CONCRETE ON DEMAND BOTH EMERGENCY AND ROUTINE.



2. **ISI** HAS THE INVENTORY AND IS ABLE TO OBTAIN ANY NEEDED GUARDRAIL AND ATTENUATOR APPURTENCES NEEDED TO REPAIR ON THE AUTHORITIES TOLL ROAD SYSTEM.



3. WITHIN THE ISI ORGANIZATION, OUR EXPERIENCE AND TECHINICAL KNOWLEDGE CAN AND WILL HELP THE AUTHORITY ON UNFORESEEN MAINTENANCE ISSUES BEYOND ROUTINE MAINTENANCE. BENT AND COLUMN REPLACEMENT ON AN EXISTING BRIDGE.



EXHIBIT C, 4b - ANNUAL MAINTENANCE PLAN ATTACHED - EXHIBIT A

Scott Martin, ISI senior project manager, will lead the charge as the designated, 24 hour per day representative of the Contractor and will be supported by ISI maintenance supervisors and maintenance crews.

ISI will provide qualified personnel, reporting to the senior project manager, to perform routine maintenance operations, emergency response, and inspections seven days per week on all three toll roads. Additionally, monthly nighttime inspections will be performed to identify roadway lighting, canopy lighting, area lighting and facility lighting deficiencies.

Inspections will include, but are not limited to the following items and will be reported for tracking:

- Safety assessment of roadway appurtences
- Inspection of all road side equipment and signs to determine maintenance needs
- Inspection of storm sewer, drains and inlets to determine cleaning needs
- Inspection of right-of-way to determine need for 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 partnering with Authority representative

#### ISI will perform the following routine 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
- Provide Authority with Annual Maintenance Calendar of scheduled monthly, quarterly, bi-
- annual and annual services see attached Annual Maintenance Plan.
- Perform nighttime inspection of sign reflectivity and provide a report to the Authority monthly.

Specific items of routine maintenance will include roadway cleaning, litter collection & debris removal, storm sewer & drain/inlet cleaning, toll plaza electric generator and building air conditioning preventative maintenance, traffic control and lane closures. Nonscheduled maintenance services will include roadway repair, sign maintenance, pavement markings, roadside equipment maintenance, toll plaza facility maintenance and roadway lighting maintenance. All items will be in accordance with the Ft Bend County Toll Road Authority RFP for Road and ROW Maintenance Services.

Skilled crews will be coordinated and scheduled for the routine maintenance services, as well as non scheduled and emergency work by the Senior Project Manager. Work will be prosecuted as outlined in Service Response Prioritization, Artice 3.04 in the RFP.

#### Priority 1 - Incident / Emergency Service Call

- 1. Issued via telephone for immediate response by the Contractor. Work order will be issued by the Authority following the service call.
- 2. Requires communication with the entity issuing the emergency request within 15 minutes of such notification for service.
- 3. Requires arrival on-site within sixty minutes from the initial notification.
  - 4. 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. Issued via work order by the Authority.
  - 2. Requires communication and planned resolution of the service issue within one business day of such notification for service.
  - 3. Requires resolution of the issue within one (1) to thirty (30) calendar 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. Issued via work order by the Authority.
- 2. Work orders typically include scheduled maintenance based on the Annual Maintenance Calendar updated monthly by ISI.

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

#### EXHIBIT C, 4c

#### **Emergency Response**

ISI is experienced and staffed to handle emergency response, both in day to day operations/traffic, as well as for severe weather events. When an emergency arises, ISI takes all incidents and emergencies in a serious manner and makes it the utmost priority when it comes to the level of service to provide the authority and traveling public access to clean and safe travel ways. ISI Construction and Maintenance Services crews will be available 24 hours per day, 7 days per week for any and all traffic/roadway incidents.

ISI has provided severe weather response to Harris County Toll Road Authority, Central Texas Regional Mobility Authority, City of Houston and Texas Department of Transportation for general maintenance and performance based contracts, as well as force account work for unanticipated needs.

#### ISI Management Emergency Response

- When a notification by the Authority, Traveling Public, or first responder, an ISI supervisor will mobilize to the location of incident.
- ISI Team arrives and evaluate conditions, materials at site, damage to facility, and looks for hazardous material in or close to drains and spillways, etc.
- If hazardous conditions exist the onsite supervisor will evaluate with the Authority and will wait for direction. If no hazardous conditions exist, ISI will proceed with removing and repairing the damage back to the assets original condition.
- The ISI team will provide constant communication updates to the Authority with conditions and time frame for reopening the facility.
- If needed additional traffic control measures will be placed at the request of the Authority.
- Once clean up is complete the ISI team will verify site is clean and free of any contamination, debris, damage or vehicles, equipment are removed and road is ready to reopen.
- The ISI Team will coordinate with the Authority for reopening and removing traffic control.

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#### **EXHIBIT D - PRICING FORMS**

The following pricing forms are separated into two schedules: Routine Operations and Maintenance and On-call Facility and Equipment Repairs. Any proposal that does not include pricing for both schedules will be considered unresponsive and rejected by the Authority.

- Routine Operations and Maintenance as scheduled:
  - o Fort Bend Parkway
  - O Grand Parkway Toll Road
  - Westpark Tollway
- Facility and Equipment Repairs as directed by work order

Contractor must complete open boxes to the right of the "Quantities" column and fill in all "Unit Cost" and "Ext. Cost" lines. All prices must be written in ink or typewritten. In case of discrepancy between unit and extended pricing, unit pricing governs. Pricing shall include all costs associated with the installation, repair, replacement, relocation, addition, etc. of the identified item. Use the "Self-Performed" column to determine if items will be self-performed or performed sub-contractor.

The estimated quantities provided on each pricing form are only estimates, the Authority may require more or less of each item. The performance of services by the Contractor will be at the direction and sole discretion of the Authority. There is no guarantee that the specified services will actually be performed, and/or required of the Contractor. It is the intent of the Authority to enter into a Service Agreement with a not to exceed amount with the Contractor demonstrating the most advantageous and best valued bid.

The Fort Bend County Toll Road Authority is exempt from all federal excise, state and local taxes. Texas Limited Sales Tax Exemption Certificates will be furnished upon request.

			<u> </u>	CONTRACT			SELF-
ROAD	ITEM NO	ITEM DESCRIPTION	UNIT	QTY.	UNIT COST	EXT. COST	PERFORMED
FBP	9000-9001	ROAD INSPECTION	CYC	52	272.00	14,144,00	yes
GP	9000-9002	ROAD INSPECTION	CYC	52	550.00	28,600.00	yes
WPT	9000-9003	ROAD INSPECTION	CYC	52	272,00	14,144.00	yes
FBP	9000-9004	ILLUMINATION INSPECTION	CYC	12	225.00	2,700.00	yes
GP	9000-9005	ILLUMINATION INSPECTION	CYC	12	225.00	2,700.00	yes
WPT	9000-9006	ILLUMINATION INSPECTION	CYC	12	225.00	2,700.00	yes
FBP	0502-9001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12	1,500.00	18,000,00	yes
GP	0502-9002	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12	2,600.00	31,200.00	yes
WPT	0502-9003	BARRICADES, SIGNS AND TRAFFIC HANDLING	МО	12	1,500.00	18,000.00	yes
FBP	0734-9001	LITTER REMOVAL	CYC	52	900.00	46,800.00	yes
GP	0734-9002	LITTER REMOVAL	CYC	52	1,900.00	98,800.00	yes
WPT	0734-9003	LITTER REMOVAL	CYC	52	900.00	46,800.00	yes
FBP	0735-9001	DEBRIS REMOVAL (CNTR MEDIANS/MAINLANES, FRONTAGE ROADS, ENTRANCE/EXIT RAMPS)	CYC	260	250.00	65,000.00	yes
GP	0735-9002	DEBRIS REMOVAL (CNTR MEDIANS/MAINLANES, FRONTAGE ROADS, ENTRANCE/EXIT RAMPS)	CYC	260	400,00	104,000.00	yes
WPT	0735-9003	DEBRIS REMOVAL (CNTR MEDIANS/MAINLANES, FRONTAGE ROADS, ENTRANCE/EXIT RAMPS)	CYC	260	300.00	78,000.00	yes
FBP	0738-9001	CLEANING / SWEEPING (CENTER MEDIAN, OUTSIDE MAIN LANE, FRONTAGE ROAD, ENTRANCE/EXIT RAMP)	CYC	12	3,800.00	45,600.00	no
GP	0738-9002	CLEANING / SWEEPING (CENTER MEDIAN, OUTSIDE MAIN LANE, FRONTAGE ROAD, ENTRANCE/EXIT RAMP)	CYC	12	9,600.00	115,200.00	no
WPT	0738-9003	CLEANING / SWEEPING (CENTER MEDIAN, OUTSIDE MAIN LANE, FRONTAGE ROAD, ENTRANCE/EXIT RAMP)	CYC	12	2,900.00	34,800.00	no

SUB-TOTAL - ROUTINE OPERATIONS AND MAINTENANCE:

767,188.00

ROAD	ITEM NO	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT COST	EXT. COST	Self- Performed
ALL	0104-6021	REMOVING CONC (CURB)	TLF	1,000	1.00	1,000.00	T 200
ALL	0104-6054	REMOVING CONC (MOW STRIP)	LF	500	9.00	4,500.00	yes
ALL	0361-6002	FULL - DEPTH REPAIR CRCP (8")	SY	250	270.00	67,500.00	yes
ALL	0361-6004	FULL - DEPTH REPAIR CRCP (10")	SY	250	275.00	68,750.00	yes
ALL.	0361-6005	FULL - DEPTH REPAIR CRCP (11")	SY	250	300.00	75,000.00	yes
ALL	0361-6006	FULL - DEPTH REPAIR CRCP (12")	SY	250	305.00	76,250.00	<del></del>
ALL	0416-6016	DRILL SHAFT (SIGN MTS) (12 IN)	LF	50	50.00	2,500.00	yes
ALL	0416-6018	DRILL SHAFT (SIGN MTS) (24 IN)	LF	50	95.00	4,750.00	yes
ALL	0432-6001	RIPRAP (CONC) (4 IN)	CY	250	300.00	75,000.00	yes
ALL	0432-6045	RIPRAP (MOW STRIP) (4 IN)	CY	250	<b> </b>		yes
ALL	0438-6001	CLEANING AND SEALING EXISTING JOINTS	LF		300.00	75,000.00	yes
ALL.	0512-6001	PORT CTB (FUR & INST)		5,000	18.00	90,000.00	yes
ALL	0512-6013	PORT CTB (FOR & INST)	LF	300	82.00	24,600.00	yes
ALL	0512-6013	PORT CTB (MOVE)	LF	300	30.00	9,000.00	yes
			LF	300	4.00	1,200,00	yes
ALL.	0529-6002	CONC CURB (TYPE II)	LF	1,000	8.00	8,000.00	yes
ALL	***************************************	ALUMINUM SIGNS (TY A)	SF	2,000	17.00	34,000.00	yes
ALL		ALUMINUM SIGNS (TY G)	SF	500	18.00	9,000.00	yes
ALL	0636-6004	REFURBISH ALUMINUM SIGNS (TY A)	SF	500	15.00	7,500.00	yes
ALL	0636-6005	REFURBISH ALUMINUM SIGNS (TY G)	SF	500	16.00	00.000,8	yes
ALL	0636-6007	REPLACE EXISTING ALUMINUM SIGNS (TY A)	SF	2,000	22.00	44,000.00	yes
ALL	0636-6008	REPLACE EXISTING ALUMINUM SIGNS (TY G)	SF	500	30.00	15,000.00	yes
ALL	0647-6001	INSTALL LRSS (STRUCT STEEL)	LB	250	2.65	662.50	yes
ALL	0658-6013	INSTL DEL ASSM (D-SW) SZ (BRF) CTB	EA	250	7.00	1,750.00	yes
ALL	0658-6026	INSTL DEL ASSM (D-SY) SZ (BRF) CTB	EA	250	7.00	1,750.00	yes
ALL	0658-6027	INSTL DEL ASSM (D-SY) SZ (BRF) CTB (BI)	EA	250	7.00	1,750.00	yes
ALL	0658-6036	INSTL DEL ASSM (D-DW) SZ 1 (FLX) GND	EA	50	46.00	2,300.00	yes
ALL	0658-6047	INSTL OM ASSM (OM-2Y) (WC) GND	EA	50	47.00	2,350.00	yes
ALL	0658-6061	INSTL DEL ASSM (D-SW) SZ 1 (BRF) GF2	EA	50	26.00	1,300.00	yes
ALL	0658-6064	INSTL DEL ASSM (D-SY) SZ 1 (BRF) GF2	EA	50	26.00	1,300.00	yes
ALL	0685-6001	INSTALL RDSD FLASH BEACON ASSEMBLY	EA	10	6,600,00	66,000.00	no
ALL	0685-6004	INSTL RDSD FLSH BCN ASSM (SOLAR PWRD)	EA	10	7,600.00	76,000.00	no
ALL	0685-6007	REPAIR RDSD FLASH BEACON ASSEMBLY	EA	20	5,700.00	114,000.00	no
ALL	0700-6004	POTHOLE REPAIR (STANDARD)	LB	5,000	10,00	50,000.00	yes
ALL	0713-6001	JT SEALING AND CLEANING (TRANS CNTR JTS)	LF	2,500	14.00	35,000.00	no
ALL		JT SEALING AND CLEANING (LONGT CNTR JTS)	LF	2,500	14.00	35,000.00	no
ALL	<del></del>	JT SEALING AND CLEANING (LNGT CNSTR JTS)	LF	2,500	16.00	40,000.00	no
ALL	<del></del>	JT SEALING AND CLEANING (EXPANSION JTS)	LF	2,500	31.00	77,500.00	no
ALL		CRACK CLEANING AND SEALING (JCP)	LF	2,500	24.00	60,000.00	
ALL		SPALLING REPAIR (POLYMERIC) (FLEXIBLE)	GAL	5,000	63.00	315,000.00	no
ALL		SPALLING REPAIR (POLYMERIC) (SEMIRIGID)	GAL	5,000	49.00	·	yes
ALL		FIBER REINFORCED PATCHING MATERIALS	LB			245,000.00	yes
ALL		LITTER REMOVAL (SPOT)		10,000	2.95	29,500.00	yes
ALL		DEBRIS REMOVAL (SPOT)	AC AC	10	80.00	800.00	yes
ALL			MI	10	95.00	950.00	yes
ALL		CLEANING / SWEEPING (SPOT)	EA	10	750.00	7,500.00	no
		CLEANING / SWEEPING (HANDWORK)	SY	5,000	2.00	10,000.00	yes
ALL		CLEANING / SWEEPING (CTB DRAINAGE SLOTS)	LF	1,000	4.25	4,250.00	yes
ALL	· · · · · · · · · · · · · · · · · · ·	REMOVE GRAFFITI (BLAST CLEANING)	SF	500	1.50	750.00	no
ALL		REMOVE GRAFFITI (PAINTING)	SF	500	1.50	750,00	no
ALL		REMOVE GRAFFITI (CHEMICAL CLEANING)	SF	500	2.00	1,000.00	no
ALL		DRAIN INLET CLEANING	EA	200	95,00	19,000.00	no
ALL		SLOTTED DRAIN CLEANING	LF	100	9.00	900.00	no
ALL	0770-6001	REPAIR RAIL ELEMENT (W - BEAM)	LF	500	12.00	6,000.00	yes
ALL	0770-6002	REPAIR RAIL ELEMENT (THRIE - BEAM)	LF	100	30.00	3,000,00	yes
ALL	0770-6003	REPAIR RAIL ELEMENT (THRIE-BM TRANS TO W-BM)	LF	100	20.00	2,000.00	yes
ALL	0770-6004	REPAIR RAIL ELEMENT (T4S)	LF	100	5.00	500.00	yes
ALL	0770-6012	REM / REPL TIMBER POST W / O CONC FND	EA	50	32.00	1,600.00	yes

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ALL	0770-6014	REM / REPL TIMBER POST W / CONC FND	EA	50	40.00	2,000.00	yes
ALL	0770-6021	REPLACE SINGLE GDRAIL TERMINAL RAIL	LF	500	16.00	8,000.00	yes
ALL	0770-6022	REPLACE SINGLE GDRAIL TERMINAL POST	EA	50	48.00	2,400.00	yes
ALL	0770-6023	REPAIR OF TERMINAL ANCHOR POSTS	EA	50	4.00	200.00	yes
ALL	0770-6024	REPLACE TERMINAL ANCHOR POSTS	EA	50	4.00	200.00	yes
ALL	0770-6028	REPL SINGLE GDRAIL TERM IMPACT HEAD	EA	10	900.00	9,000.00	yes
ALL	0770-6029	REM & RESET SGT IMPACT HEAD	EA.	10	90.00	900,00	yes
ALL	0770-6030	REPLACE SGT CABLE ASSEMBLY	EA	10	105.00	1,050.00	yes
ALL	0770-6031	REPLACE SGT CABLE ANCHOR	EA	10	85.00	850.00	yes
ALL	0770-6032	REPLACE SGT CABLE STRUT	EA	10	60.00	600.00	yes
ALL	0770-6033	REPLACE SGT CABLE OBJECT MARKER	EA	10	25.00	250,00	yes
ALL	0774-6003	REMOVE AND REPLACE (NARROW REACT 350)	EΑ	5	20,000.00	100,000.00	yes
ALL	0774-6010	REPAIR (REACT)	EA	20	950.00	19,000.00	yes
ALL	0774-6023	REPAIR (REACT) (N) (MISC) (HARDWARE)	EA	20	900.00	18,000.00	yes
ALL	0774-6027	REPAIR (REACT) (N) (CYLINDERS)	EA	20	2,325.00	46,500.00	yes
ALL	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	36	90.00	3,240.00	yes
ALL	6044-6001	REPAIR SMALL RDSD SIGN SUPT & ASSEM	EA	150	200.00	30,000.00	yes
ALL	6044-6002	RELOC SMALL RDSD SIGN SUPT & ASSEM	EA	25	200.00	5,000.00	yes
ALL	6044-6003	REPLACE SMALL RDSD SIGN SUPT & ASSEM	EA	100	450.00	45,000.00	yes
ALL	6044-6004	REMV SMALL RDSD SIGN SUPT & ASSEM	EA	25	65.00	1,625.00	yes
ALL		FORCE ACCOUNT WORK			*	\$75,000,00	<del>-</del>

SUB TOTAL - ON-CALL FACILITY AND EQUIPMENT REPAIRS:

2,284,527.50

GRAND TOTAL - ROUTINE OPERATIONS AND MAINTENANCE PLUS ON-CALL FACILITY AND EQUIPMENT REPAIRS:

3,051,715.50

#### **EXHIBIT E - SERVICE AGREEMENT**

#### SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into on September 16 2015 (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 TST Contraction The (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. Special Requirements. This section will describe the type of activities, tasks, and work requirements necessary to perform the Scope of Work as described below. 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 as well as further described. The Contractor shall be responsible for familiarizing himself/herself with the existing roadway and right-of-way conditions and locations of assets for all three toll roads.

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**. 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.

Section 1.02. General. The Fort Bend Parkway, Grand Parkway Toll Road, and Westpark Tollway are 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 – 5:00 p.m.).

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 <u>Section 1.05 Service</u> Response Prioritization).

The Contractor shall also provide the necessary manpower and equipment to perform all work outlined within this Agreement. 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 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 Owner when needed. This representative must speak and write English competently and have the necessary resources to communicate with the Owner's agents and representatives within 15 minutes of receiving a request for communication.

The Contractor shall perform all work in a manner that precludes damage or destruction of non-work zone areas and/or non-right-or-way areas.

The Contractor will only be paid for work which is actually performed and accepted by the Owner, and authorized by the Owner through contract or directive from the Owner'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 Owner. The Contractor shall maintain a current file of these documents that are producible at the Owner's request.

The Contractor shall be required to provide proof of insurance, certified payrolls with invoices, and upon the request of the Owner's material/supply invoices verifying purchases.

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 November 1, 2014; National Electric Code (NEC); OSHA and all applicable industry codes in affect at the time of the performance of the specific work.

Section 1.03 Silence of Specifications. Within this RFP, the apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of this RFP shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

<u>Section 1.04</u> <u>Work Flow Process</u>. All work to be completed under this Agreement will be issued, tracked, approved, closed and paid based on work orders that are administered through an online Work Order System managed by the Owner. The Owner will issue, track, approve and close all Work Orders.

The Contractor will have access to the online work order system and will be provided training on the system by the Authority, if needed. The Contractor will be required to update all work orders based on work performed, attach before and after photographs for every work order, track work orders and include copies of all approved and closed work orders with the monthly invoice. The Contractor will not be able to approve or close work orders; therefore, it will be up to the Contractor to ensure the Owner agrees with and approves each work order and then closes each work order so that the Contractor can include it in the next monthly invoice.

For each work order, in addition to written documentation, the Contractor will be required to take before and after photographs of the work. The Contractor will upload the photographs through the online work order system and attach each photograph to the specific work order.

Once a work order is issued by the Owner, the Contractor will have a certain period of time to respond to the work order and resolve/repair the issue based on the assigned priority of the work order (see Section 1.05 Service Response Prioritization).

Once work orders are issued by the Authority and completed by the Contractor, the Contractor will have one business day to update the work order with the activity and/or actions taken including before and after photographs. If needed, the Contractor will have five business days from time of completion to update the costs in the work order. The updates to the work orders will be done through the online work order system.

<u>Section 1.05</u> <u>Service Response Prioritization</u>. The Contractor shall respond to the Owner's request for service as established by the following levels of service prioritization:

## Priority 1 - Incident / Emergency Service Call

- 1. Issued via telephone for immediate response by the Contractor. Work order will be issued by the Owner following the service call.
- 2. Requires communication with the entity issuing the emergency request within 15 minutes of such notification for service.
- 3. Requires arrival on-site within sixty minutes from the initial notification.
- 4. Requires resolution of the incident within 24-hours of the initial notification. At this time, contingent upon inspection by the Owner, the Priority may be reclassified or closed.

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

- 1. Issued via work order by the Owner.
- 2. Requires communication and planned resolution of the service issue within one business day of such notification for service.

3. Requires resolution of the issue within one to thirty calendar days as jointly determined by the Owner and the Contractor at the time the resolution is proposed by the Contractor.

#### Priority 3 - Routine Maintenance Service Call

- 1. Issued via work order by the Owner.
- 2. Schedule and begin performing service within five business days of such notification for service.
- 3. Contractor has one to thirty calendar days to complete service request as jointly determined by the Owner and Contractor at the time the service is requested.

Section 1.06 Mobilization. Mobilization costs will not be paid for directly. The Contractor's proposed prices shall be considered inclusive of all overhead (i.e. material, parts, tools, equipment, machinery, computers, cell phones/radios, consumables, supplies, toll charges, etc.) and profit.

Section 1.07 Materials and Maintenance Yard. Contractor shall provide all materials and spare parts. The Owner will provide a fenced maintenance yard located at FM-1464 and Westpark Tollway for material, spare parts and equipment storage; however, it will be the Contractor's responsibility to properly store, secure and maintain a clean storage yard.

<u>Section 1.08</u> <u>Toll Charges.</u> Contractor will be responsible for all applicable toll charges required to perform the maintenance activities of the Owner. Excessive toll violations by the Contractor during the maintenance contract will be counted against the Contractor's Contract Performance.

Section 1.09 Prevailing Wage Rates. Contractor must comply with Texas Government Code (GC) 2258, Prevailing Wage Rates. Accordingly, GC 2258 requires the Contractor to compensate any worker employed on a public works project not less than as applicable per the Wage Rates for Building Construction and Road Bridge Construction section.

**Section 1.10** Staffing and Subcontractors. At least 51% of the contract value awarded from this Agreement must be performed by the Contractor.

Key staff include but are not limited to Project Manager, Maintenance Supervisor, Traffic Control Supervisor and Field Supervisors. Key staff and subcontractors proposed by the Contractor cannot be replaced without prior written approval by the Owner. All key staff of the Contractor and subcontractors and at least one person in each crew must be able to effectively communicate both verbally and in writing in English.

The Contractor will not be allowed to utilize third tier subcontractors in response to this Proposal or to perform any work on the maintenance contract resulting from this Agreement.

Section 1.11 Staff and Vehicle Identification. Any staff, subcontractors, vehicles and machinery used by the Contractor for maintenance of the toll roads must have proper identification. The Contractor's staff must either wear uniforms with Contractor's company name and/or Identification (ID) tags worn by each staff and visible at all times. The Contractor's vehicles and machinery must also be identified with the Contractor's company name/logo easily visible and large enough to be seen within 50 feet of the vehicle.

Section 1.12 Health and Safety Measures. The Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations. 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 Owner and the Contractor and Subcontractor employees. The Contractor must have and properly utilize safety equipment for all work on the toll roads. Safety equipment must meet all safety laws and regulations and be in sufficient condition to perform properly and provide the safety it was intended to provide.

#### II. SCOPE OF WORK

Section 2.01 Scope of Work. All work performed as part of the Road and Right-of-Way Maintenance Services contract will comply with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted November 1, 2014. The TxDOT Standard Specifications, along with associated TxDOT Standard Plans, will govern all work performed by the contractor, except as stated or modified below. Any activity that will require a road or lane closure must be coordinated in advance with the Authority prior to any work commencing.

Section 2.02 Routine Operations and Maintenance - As Scheduled. The following Routine Operations and Maintenance items will be performed at the contract frequencies stated below, throughout the term of the contract, unless otherwise directed by the Authority. The contract quantities represent one year of service. Routine Operations and Maintenance items will not require that a work order be issued by the Authority to commence work. On all Routine Operations and Maintenance items the contractor must provide a separate cost for each roadway based on the list of services below. Routine Operations and Maintenance items shall commence and be completed in accordance with Priority 3 of Section 1.05 - Service Response Prioritization, unless otherwise stated in the specifications or directed by the Authority.

Section 2.02.01 Road Inspection Services. The Contractor will provide a qualified person(s) to perform weekly road inspection services on all three toll roads (Fort Bend Parkway, Grand Parkway Toll Road, and Westpark Tollway) including all equipment and facilities referenced in the Road and Right-of-Way Maintenance Services RFP. The item will be measured by the cycle and a separate cost provided for each road. The contractor must provide a written inspection report within 24 hours of the completion of each weekly inspection. Failure to provide a written report will be grounds for non-payment of the Road Inspection line item on the invoice. Furthermore, completed Road Inspections and reports that fail to include all items in need of maintenance or repair will be grounds for non-payment of Road Inspection line items on the invoice.

The individual conducting the daily road inspection 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 storm sewer, drains and inlets to determine cleaning needs
- Inspection of right-of-way to determine need for 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
- Other inspection duties as assigned by the Authority
- Bi-Weekly meeting with Authority representative

Section 2.02.02 Illumination Inspection. The Contractor will perform a monthly Illumination Inspection during nighttime conditions in order to inspect all roadway and underpass illumination. Nighttime conditions are defined as at least one hour after sunset and one hour before sunrise. A written report will be submitted within 48 hours of completion, and will include the dates and times of inspection. Illumination Inspections should note pole numbers and fixture description, where applicable. The item will be measured by the cycle and a separate cost provided for each road.

Section 2.02.03 Litter Removal. Litter Removal will be performed as stated in TxDOT Standard Specifications - Item 734. The item will be measured by the cycle and a separate cost provided for each road. A Litter Removal cycle will be performed weekly on all roads. The limits of Litter Removal include the entire right-of-way for each road. The following are the approximate acres of right-of-way for each road, excluding paved surfaces:

Toll Road Name	Litter Removal (Acres)
Fort Bend Parkway	1.76
Grand Parkway Toll Road	342
Westpark Tollway	74

Section 2.02.04 Debris Removal. Debris Removal will be performed as stated in TxDOT Standard Specifications - Item 735. The item will be measured by the cycle and a separate cost provided for each road. A Debris Removal cycle will be performed daily at the beginning of every weekday on all roads. The limits of Debris Removal include all paved surfaces on all roads. The line item cost for each road should aggregate the total cost for the following Debris Removal work methods: Center Medians and Mainlanes, Frontage Roads, and Entrance and Exit Ramps. Debris Removal shall be completed in accordance with Priority 1 of Section 1.05 - Service Response Prioritization.

Section 2.02.05 Cleaning/sweeping. Cleaning/sweeping will be performed as stated in TxDOT Standard Specifications - Item 738. The item will be measured by the cycle and a separate cost provided for each road. A Cleaning/sweeping cycle will be performed monthly on all roads. The line item cost for each road should aggregate the total cost for the following Cleaning/Sweeping work methods: Center Medians, Outside Mainlane, Frontage Road, and Entrance and Exit Ramps.

Section 2.02.06 Barricades, Signs, and Traffic Handling. Barricades, Signs, and Traffic Handling will be performed as stated in TxDOT Standard Specifications – Item 502. The item will be measured by the month and includes full compensation for barricades, signs, and traffic handling required for all maintenance and operations functions performed by the contractor. 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. For all lane closures, the Contractor

will coordinate with the Authority at least 24 hours in advance. Lane closures shall not be scheduled during the following peak traffic hours, unless approved by the Owner:

Monday - Friday: 6:00 a.m. - 9:00 a.m. and 4:00 p.m. - 7:00 p.m.

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. Payment for any law enforcement personnel requested by the Authority will be addressed as stated in <u>Section 2.11 Force Account Work</u>.

Barricades, Signs, and Traffic Handling also includes responding to all emergency conditions as directed by the Authority, including emergency lane or highway closures. For emergency response outside of normal working hours (Monday - Friday, 7:00 a.m. - 5:00 p.m.) the Authority will provide additional payment for overtime labor costs only. Overtime labor cost for emergency Barricades, Signs, and Traffic Handling will be paid as stated in Section 2.11 Force Account Work. All material and equipment costs outside of normal working hours are subsidiary to the monthly item, unless otherwise approved by the Authority.

Section 2.03 On-call Facility and Equipment Repairs — As Needed. On-call Facility and Equipment Repairs will be performed as needed and only following work order approval by the Owner and its representatives. Work will be performed and tracked as stated in Section 1.04 Work Flow Process.

<u>Section 2.03.01</u> <u>Small Road Sign Assembly.</u> Small Road Sign Assembly repairs will be performed and payment made as stated in TxDOT (Houston District) Special Specification 6044 – Small Roadside Sign Assemblies.

Section 2.03.02 Force Account Work. After any work order is issued that involves Force Account Work, the contractor will provide estimated costs to the Owner before proceeding. The Owner must review and approve cost estimates before work begins. Emergency responses and the associated costs will be handled on an individual basis and may not require cost estimates before work is approved, if directed by the Owner.

For the Road and Right-of-Way Maintenance Services contract, Item 9, "Measurement and Payment", of the TxDOT Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges, is hereby modified with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

Section 9.7.1.1., "Labor", is revised to read in its entirety as follows:

Compensation will be made for payroll rates for each hour that the labor and foremen or others approved by the Engineer are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 15% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.

Section 9.7.1.2., "Insurance and Taxes", is revised to read in its entirety as follows:

An additional 55% of the labor cost, excluding the 15% compensation provided in Section 9.7.1.1., "Labor", will be paid as compensation for labor insurance and labor taxes including the

cost of premiums on non-project specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

Section 9.7.1.3., "Materials", is revised to read in its entirety as follows:

Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 15% of this sum will be paid as compensation for overhead and profit.

# III. DOCUMENTATION AND PERFORMANCE MEASURES

Section 3.01 Documentation and Performance Measures. This section provides a description of the various types of contract documentation including monthly reporting as well as performance measures the Contractor will be evaluated on and required to follow.

Section 3.02 Monthly Invoice. The Contractor will invoice the Owner monthly and the contractor will submit 3 separate invoices so that services performed on each road are billed separately. The Contractor will include with the Monthly Invoice a Monthly Work Order Report. In the Monthly Invoice, the Contractor will provide a breakdown of charges by work order, by agreed to format, on the Monthly Invoice. The Contractor will submit the Monthly Invoice no later than 15 calendar days after month's end.

A sample Monthly Invoice will be submitted by the Contractor for approval by the Owner within 10 calendars days from contract award.

Section 3.03 Monthly Work Order Report. As part of the Monthly Invoice submittal, the Contractor will submit a Monthly Work Order Report. The Monthly Work Order report will summarize the work orders performed by the Contractor and approved and closed by the Owner for the month being invoiced. The Monthly Work Order Report should only include work orders approved and closed by the Authority for that month. For each work order, the Contractor will need to report time of call, arrival time, identify the crew(s) that responded, incident location, description of maintenance performed and hours worked.

A sample Monthly Work Order Report will be submitted by the Contractor for approval by the Authority within 10 calendars days from contract award.

Section 3.04 Performance Measures. Service Call Response Penalties. The Contractor must respond to the Authority's request for service call based on the levels of service prioritization described in Section 1.05 - Service Response Prioritization. If the Contractor does not fulfill the response and repair/resolve requirements for each of the three service call priorities for each work order, the following penalties will be deducted from the Contractor's monthly invoice:

**Priority 1 – Incident / Emergency Service Call -** If the Contractor does not arrive on-site, prepared to take necessary action within 60 minutes from initial notification of a Priority 1 Service Call, \$1,000.00 per hour, per service call, shall be deducted from the Contractor's monthly invoice for each hour past the allowed response time it took the Contractor to be on-site.

Priority 2 – Non-Routine Maintenance / Non-Emergency Asset Damage Service Call - If the Contractor does not respond to the Authority with a planned resolution of a Priority 2 Service Call within one business day of notification for services, \$1,000.00 per business day, per service call, shall be deducted from the Contractor's monthly invoice for each business day past the allowed response time it took the Contractor to respond with a planned resolution of the service call.

**Priority 3 – Routine Maintenance Service Call** - If the Contractor does not complete a Priority 3 Service Call within thirty calendar days from the time the service was requested, \$1,000.00 per calendar day, per service call, shall be deducted from the Contractor's monthly invoice for each calendar day past the allowed completion time it took the Contractor to complete the service call.

### IV. COMPENSATION

Section 4.01. Payment for Services. The Contractor will be compensated within forty-five (45) days based on an invoice submitted and work orders completed by the Contractor and approved/closed by the Owner. Interest shall not be paid on service invoices. All work completed under this contract is issued, tracked, approved, closed and paid based on Work Orders. All cost items in the monthly invoice must come from a Work Order approved/closed by the Owner or those costs will be rejected.

The monthly invoice will include copies of all completed and accepted/closed Work Orders. The monthly invoice will include quantity completed of each item on the Pricing Forms in Exhibit D and associated to a completed, approved and closed Work Order. The Contractor shall invoice the Owner monthly in conformance with the reporting requirements of Section 3 - Documentation and Performance Measures.

Based on the invoice and the associated reporting, the Contractor will be compensated according to the quantity or percent of each bid item that is performed during the month and associated with the Owner approved and closed Work Order. For additional information on performance measures and penalties, refer to Section 3 - Documentation and Performance Measures.

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@avantaserv.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

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.

#### V. GENERAL CONDITIONS

Section 5.01. 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 5.02. Relationship of Owner and Contractor. Contractor has been retained by the Owner for the sole purpose and to the extent ser 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 5.03. 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' 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 INDMENITY 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 5.04. Term and Termination. This Agreement is for a two year term and all pricing for all services shall be firm for the two year duration of the term beginning on October 1, 2015 and ending on September 30, 2017. The Contractor is required to maintain the roadway, right-of-way and ancillary facilities uniformly and consistently throughout the contract period by meeting the requirements of the Request for Proposal. Continued poor performance of work or failure to perform will cause the Contractor to be declared in default of the contract. In the event the Contractor is declared in default, the Authority's sole remedies shall be either (i) terminate the contract, or (ii) give Contractor Notice to Cure. After receiving Notice to Cure, Contractor shall have thirty calendar days to cure the defaults. 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.

The Authority may request to renew the original contract, at the same terms, conditions and with future pricing revised according to the Consumer Price Index: CPI-U Based Price Adjustment Calculations for Houston, Texas. Renewals, if any, will be in one year increments, not to exceed three years for the entire contract. Renewals will only be requested by the Authority if the Contractor is performing as expected and within the requirements set forth in Section 3 - Documentation and Performance Measure. Contractor will be expected to execute a new Service Agreement if a renewal is requested by the Authority.

- Section 5.05. 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 5.06. 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.
- <u>Section 5.07.</u> <u>Safety and Health Standards</u>. Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations.
- Section 5.08. 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 5.09. 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 5.10. 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 5.11. <u>Modifications</u>. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Owner and Contractor, except to add any future exhibits pursuant to Section 1.01.
- Section 5.12. Owner Manager. The Owner shall notify Contractor in writing of the Owner's Manager and any changes thereto of the Owner Manager.
- Section 5.13. 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 5.14. 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 5.15. 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 5.16. 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 5.17. 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 5.18. 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]

Grand Parkway

FORT BEND COUNTY TOLL ROAD AUTHORITY

Chairman, Board of Directors

#### **EFFECTIVE DATE**

Title: \_\_

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: September 20, 20,5
AGENDA ITEM NO.: 17

#### ADDENDUM NO. 1

# FORT BEND COUNTY TOLL ROADS REQUEST FOR PROPOSAL

Road and Right-of-Way Maintenance Services for Fort Bend Parkway Grand Parkway Toll Road Westpark Tollway

#### Proposal Due Date:

Extended from September 1, 2015 by 2:00 p.m. CDT to September 4, 2015 by 12:00 p.m. CDT

Selection or Shortlist and Interview:

Extended from September 2-4, 2015 to September 9, 2015 between 9:00 a.m. and 12:00 p.m.

Best and Final Offer Due (if requested):

Extended from September 9, 2015 to September 10, 2015 by 5:00 p.m.

#### EXHIBIT E - SERVICE AGREEMENT

Section 2.02.05 is replace in its entirety as follows:

Section 2.02.05 Cleaning/Sweeping. Cleaning/sweeping will be performed as stated in TxDOT Standard Specifications - Item 738. The item will be measured by the cycle and a separate cost provided for each road. A Cleaning/sweeping cycle will be performed monthly on all roads. The line item cost for each road should aggregate the total cost for the following Cleaning/Sweeping work methods: Center Medians, Outside Mainlane, Frontage Road, and Entrance and Exit Ramps. For the Road and Right-of-Way Maintenance Service contract, Section 738.5. "Cleaning and Sweeping Highways - Payment" of the TxDOT Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges is replaced with the following:

The work performed and materials furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit price bid for "Cleaning and Sweeping" of the specified type. This price is full compensation for cleaning, sweeping, collecting, hauling and disposing of debris, and for equipment, labor, materials, tools, and incidentals.

Cleaning of items such as raised pavement markers, barrier drain slots, slotted drains, inlet openings, and areas adjacent to attenuator and guardrail supports will not be considered subsidiary to this item and will be paid for directly.

Section 2.03.03 Item 0438-6001: Cleaning and Sealing Existing Joints. For the Road and Right-of-Way Maintenance Service contract, Section 438.4. "Cleaning and Sealing Joints - Construction" of the TxDOT Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges is replaced with the following:

Remove all debris, dirt, and other foreign material from bridge armored joint by an approved method. Collect and dispose of all the removed material. If cleaning sealed expansion joints (SEJ), the item will include reinstallation of loose joint material, if practical. Major repair or replacement of the joint material in SEJs will be paid using Force Account.

- Section 2.03.04 Item 0512-6013: Portable Concrete Traffic Barrier (Designated Source). For the Road and Right-of-Way Maintenance Service contract, Section 512.5.2. "Portable Traffic Barrier Payment Designated Source" of the TxDOT Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges is modified to include the following:
  - 5.2. Designated Source. This prices is full compensation for delivering and installing Owner-furnished barrier sections and connection hardware from a designated source. The designated source for portable concrete traffic barrier will be within 60 miles of the delivery location. Designated sources beyond 60 miles will be paid using Force Account.
- Slots). For the Road and Right-of-Way Maintenance Service contract, Section 738 "Cleaning and Sweeping Highways" of the TxDOT Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges is modified to include the following:
  - 3.8. Concrete Traffic Barrier Drainage Slots. Clean and remove debris from drainage slots in concrete traffic barrier.
  - 4.8 Concrete Traffic Barrier Drainage Slots. By the liner feet of concrete traffic barrier.
- Section 2.03.06 Item 0774-6003: Attenuator Repair (Remove and Replace Narrow REACT 350). For the Road and Right-of-Way Maintenance Service contract, Section 774.3.1. "Attenuator Repair Work Methods Removal and Replacement" of the TxDOT Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges is replace with the following:
  - 3.1. Removal and Replacement. Remove existing attenuator and replace with REACT 350 HS-C.
- Section 2.03.07 Item 0774-6010: Attenuator Repair (Repair REACT). For the Road and Right-of-Way Maintenance Service contract, Section 774.4.2. "Attenuator Repair Measurement Repair" of the TxDOT Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges is replaced with the following:
  - 4.2. Repair. Repair will be measured by the each and will include labor costs only.
- Section 2.03.08 Item 0774-6003: Attenuator Repair (Repair REACT Narrow Misc. Hardware). For the Road and Right-of-Way Maintenance Service contract, Section 774.4. "Attenuator Repair

- Measurement" of the TxDOT Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges will be modified to include the following:
  - 4.3 Repair REACT Narrow Misc. Hardware. Repair will be measured by the each and will include miscellaneous hardware costs only.
  - 4.4 Repair REACT Narrow Cylinders. Repair will be measured by the each for the replacement of 1 cylinder.

# **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

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	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING							
1	Name of business entity filing form, and the city, state and country of business.  ISI Contracting, Inc.  Houston, TX United States		Certificate Number: 2016-133273 Date Filed:							
2	Name of governmental entity or state agency that is a party to the cor	1	11/07/2016							
	being filed.									
	Fort Bend Grand Parkway Toll Road Authority		Date Acknowledged:							
3	Provide the identification number used by the governmental entity or description of the services, goods, or other property to be provided u	state agency to track or identify under the contract.	the co	ntract, and prov	ide a					
	20161116 Concrete pavement repairs on Grand Parkway									
4	Name of Interested Borts			interest						
	Name of Interested Party Cit	y, State, Country (place of busine	ess)	(check ap	Intermediary					
				Controlling	intermediary					
_										
5	Check only if there is NO Interested Party.									
5	AFFIDAVIT I swear, or affirm	n, under penalty of perjury, that the a	above	disclosure is true	and correct.					
	ARCELIA ELIZABETH VILLARREAL Notary Public, State of Texas My Commission Expires February 19, 2018  Signature of authorized agent of contracting business entity									
	AFFIX NOTARY STAMP / SEAL ABOVE  Sworn to and subscribed before me, by the said									
	Signature of officer administering oath  Available  Printed name of officer	Tayy(a) Dipevior administering oath	utiv	MS Acon	untant ng oath					