

MASTER SERVICE AGREEMENT

This Amended and Restated Master Service Agreement (this "Agreement") is entered into on 12/14/2018 (the "Effective Date") by and between Fort Bend Grand Parkway Toll Road Authority, a local government corporation (the "Authority"), and Creacom, Inc. (the "Contractor").

RECITALS

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

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

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

I.

SERVICES

Section 1.01. Services. Contractor shall provide and install lighting and all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete said work as more particularly described in **Attachment A** attached hereto and incorporated herein for all purposes (collectively, the "Services"). Contractor shall be compensated for Services as set forth in Section II of this Agreement. All fees for Services described in this Agreement shall include charges for labor, materials, insurance, equipment and any other items required to perform the Services. Contractor may not deviate from approved Services without the prior written consent of the Board of Directors of the Authority (the "Board") or its designee.

Section 1.02 Standard of Care. All services shall be of good quality and shall be performed in a professional manner. The standard of care for all professionals and related services performed or furnished by Contractor under this agreement will be the care and skill ordinarily used by members of the profession, practicing under similar conditions at the same time and in the same general locality.

II.

COMPENSATION

Section 2.01. Compensation. In consideration for the Services, the Authority will pay the Contractors as specified in **Attachment B**.

Section 2.02. Payment for Services. Contractor shall submit invoices (together with any back-up documentation requested) for the Services to the District's bookkeeper:

Contractor shall submit to the District's bookkeeper: a detailed invoice (together with any back-up documentation requested) upon completion and acceptance of the services.

District's Bookkeeper:
Megan Browne
1950 Lockwood Bypass
Richmond, Texas 77469
MeganBrowne@mikestoneassociates.com

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

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

III. GENERAL CONDITIONS

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

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

Section 3.03. Insurance and Indemnification. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the Authority evidencing the following insurance coverage, which

coverage shall be maintained throughout the term of this Agreement. Certified copies of each policy shall be furnished to the Authority upon the Authority's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Nothing contained in this Section shall limit or waive Contractor's legal or contractual responsibilities to the Authority or others. Cancellation or expiration of any of said insurance policies shall not preclude the Authority from recovery 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 – \$500,000
 - b. General aggregate - \$1,000,000
 - c. Products-Completed Operations Aggregate - \$1,000,000
 - d. Personal & Advertising Injury -\$500,000
- D. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined)
- E. Excess Liability: \$1,000,000.

Contractor's insurance shall include the following endorsements:

- A. The Authority and the Authority's agents and employees shall be added as additional insureds to all coverage required under this Agreement for all liability arising out of Contractor' 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 thirty days prior written notice to the Authority. Renewal certificates shall be provided at least 30 days prior to the termination date of the current certificates of insurance during the term of this Agreement.
- C. Inasmuch as Authority and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against Authority, Contractor agrees to cause all of its policies of insurance maintained in force or procured by Contractor to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the Authority and its agents and employees.
- D. All of the aforesaid policies shall be endorsed to provide that the coverage provided to the Authority as an additional insured will be on a primary basis,

and not in excess of other insurance coverage available to the Authority, and that neither Contractor nor its insurer will seek contribution or recovery from the Authority or such other insurance available to the Authority.

- 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 AUTHORITY AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER (INCLUDING SPECIFICALLY ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM THE CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR.

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

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

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

Section 3.04. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Contractor shall not be entitled to any payment or further payment other than for work

performed or material, equipment, or supplies furnished prior to such termination. The Authority does not waive any other remedy allowed under Texas law.

Section 3.05. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control. Any terms and conditions described in any attachments, exhibits, or Job Orders that are unrelated to the description of the Services to be performed, duration of performance, the location, and the fees shall have no effect and shall not be considered part of this Agreement.

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

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

Section 3.08. Inspection. The Authority and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate records and documentation satisfactory to the Authority to support the changes and expenses related to all Services performed hereunder and to maintain such records and documentation for at least four years. The Contractor will provide such back-up documentation to the Authority upon request.

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

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

Section 3.11. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Authority and Contractor.

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

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

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

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

Any suit arising out of this Agreement must be brought in Fort Bend County.

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

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Contractor certifies and agrees that it (i) does not, nor will not so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code, and (ii) is not identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153, Texas Government Code.

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

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

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

Section 3.18. Notice. Any notice, demand, request, or other instrument authorized or required to be given under this Agreement shall be deemed to have been given only upon receipt. Any required notices may be given by first class mail, postage prepaid, or by overnight delivery service to the address set forth below:

Fort Bend Grand Parkway Toll Road
Authority
c/o Mike Stone Associates, Inc.
1950 Lockwood Bypass
Richmond, Texas 77469
Attn: Megan Browne

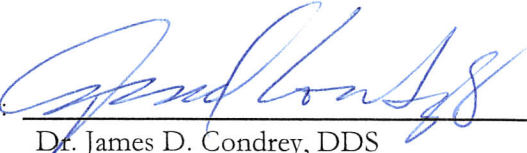
Creacom, Inc.
21333 Hufsmith-Kohrville Rd.
Tomball, Texas 77375
Attn: Kris Melendrez

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

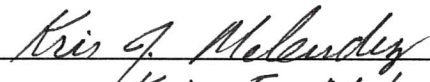
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE FOLLOWS]

FORT BEND GRAND PARKWAY TOLL
ROAD AUTHORITY

By: 
Dr. James D. Condrey, DDS
Chairman, Board of Directors

CONTRACTOR

By: 
Print name: Kris J. Melendez
Title: Vice President

EFFECTIVE DATE

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

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____

ATTACHMENT A

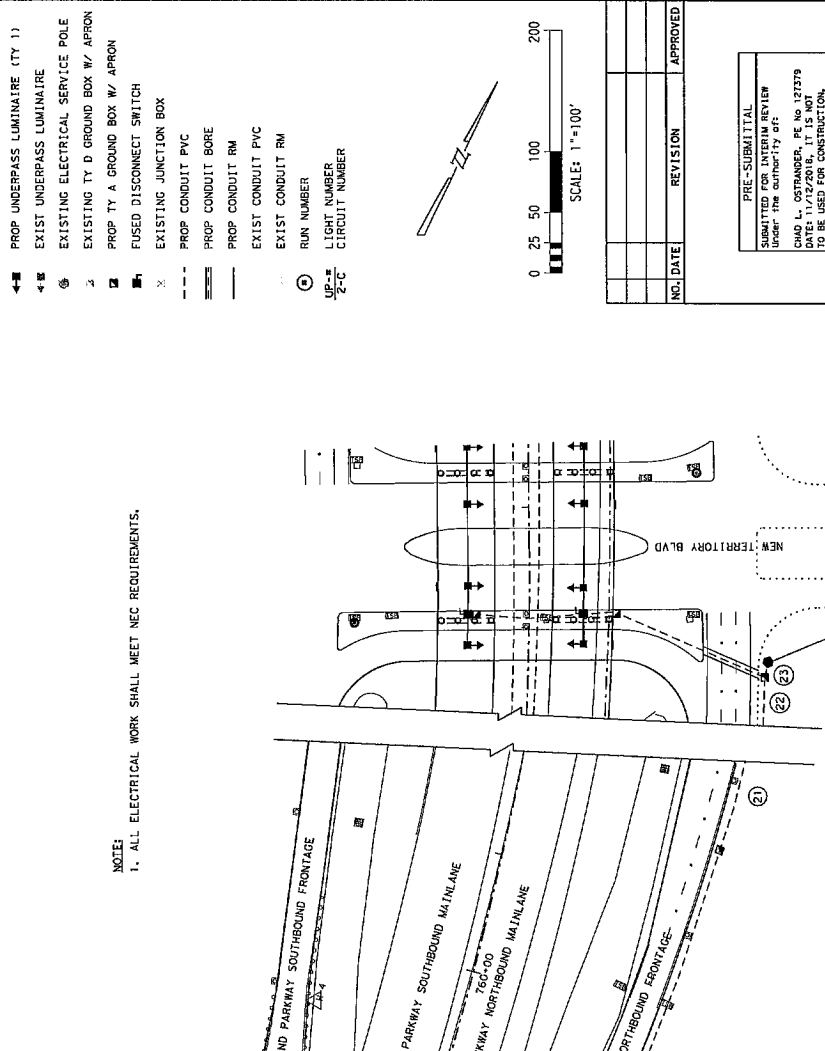
DITCH M LIGHTING
QUANTITY SUMMARY

DRAWN: CLO	PROJECT SCALE: N.T.S.
DESIGNED: CLO	KEY SCALE: N.T.S.
CHECKED: SPN	DATE: 11/12/2018
APPROVED: SPN	SHEET NO: 1

Bid code	Description	Unit	Qty
610	IN RD IL (U/P) (TY 1) (150W EQ) LED	EA	6
618	CONDT (PVC) (SCH 40) (2")	LF	35
618	CONDT (RM) (2")	LF	315
620	ELEC CONDR (NO. 12) INSULATED	LF	1425
620	ELEC CONDR (NO. 8) BARE	LF	60
620	ELEC CONDR (NO. 8) INSULATED	LF	2380
624	GROUND BOX TY A (122311) W/ APRON	EA	4

- LEGEND**
- ← PROP UNDERPASS LUMINAIRE (TY 1)
 - ← EXIST UNDERPASS LUMINAIRE
 - ⊙ EXISTING ELECTRICAL SERVICE POLE
 - ⊙ PROP TY A GROUND BOX W/ APRON
 - ⊙ FUSED DISCONNECT SWITCH
 - ⊙ EXISTING JUNCTION BOX
 - ⊙ PROP CONDUIT PVC
 - ⊙ PROP CONDUIT BORE
 - ⊙ PROP CONDUIT RM
 - ⊙ EXIST CONDUIT PVC
 - ⊙ EXIST CONDUIT RM
 - ⊙ RUN NUMBER
 - ⊙ LIGHT NUMBER
 - ⊙ CIRCUIT NUMBER

NOTE:
1. ALL ELECTRICAL WORK SHALL MEET NEC REQUIREMENTS.



EXISTING ELECTRICAL SERVICE
ELECTRICAL SERVICE TO BE
INSTALL NEW 15 AMP CIRCUIT BREAKER "C"

GROUND BOX SUMMARY

DESCRIPTION	QTY
TY A GROUND BOX W/ APRON	4
NEMA 3R JUNCTION BOX **	12
JUNCTION BOX W/ DISCONNECT **	1

NOTE:
* RUN LENGTHS INCLUDE VERTICAL RUNS
** JUNCTION BOX SUBSIDIARY TO CONDUIT

CONDUIT AND CONDUCTOR RUNS

RUN	CIRCUIT	CONDUIT NO AND LENGTH (FEET)		CONDUIT (FEET)		LOCATION
		#8 BARE	3-#12 INSUL	2-#8 INSUL	2" PVC 2" RM	
1	C	60		120	50	WALL MOUNTED
2	C		105		25	BENT CAP MOUNTED
3	C		90		20	BENT CAP MOUNTED
4*	C		90		20	COLUMN MOUNTED
5	C		105		25	DIRECT BURY
6*	C		90		20	COLUMN MOUNTED
7	C		75		15	BENT CAP MOUNTED
8	C		105		25	BENT CAP MOUNTED
9	C		75		15	BENT CAP MOUNTED
10	C		45		5	EXPANSION JOINT
11	C		75		15	BENT CAP MOUNTED
12	C		105		25	BENT CAP MOUNTED
13	C		75		15	BENT CAP MOUNTED
14*	C		90		20	COLUMN MOUNTED
15	C		105		10	DIRECT BURY
16*	C		90		20	COLUMN MOUNTED
17	C		105		25	BENT CAP MOUNTED
18	C	EXIST	380	EXIST		EXISTING
19	C	EXIST	50	EXIST		EXISTING
20	C	EXIST	620	EXIST		EXISTING
21	C	EXIST	620	EXIST		EXISTING
22	C	EXIST	550	EXIST		EXISTING
23	C	EXIST	40	EXIST		EXISTING
TOTAL		60	1425	2380	35	315

UNDERPASS ILLUMINATION ASSEMBLY SUMMARY

ID	STATION	OFFSET	EQ-WATT	ASSEMBLY	STANDARD TYPE
UP-1/2-C	757+37.19	104.65' RT	150	LED	(UP) TY LED (.15 EQ-KW)
UP-2/2-C	757+31.06	41.25' RT	150	LED	(UP) TY LED (.15 EQ-KW)
UP-3/2-C	757+27.49	13.48' RT	150	LED	(UP) TY LED (.15 EQ-KW)
UP-4/2-C	757+22.48	24.70' LT	150	LED	(UP) TY LED (.15 EQ-KW)
UP-5/2-C	757+18.75	52.46' LT	150	LED	(UP) TY LED (.15 EQ-KW)
UP-6/2-C	757+15.98	102.87' LT	150	LED	(UP) TY LED (.15 EQ-KW)

NO.	DATE	REVISION	APPROVED

PRE-SUBMITTAL
SUBMITTED FOR INTERIM REVIEW
Under the authority of:
CHAD L. OSTRANDER, PE No. 123279
DATE: 11/12/2018, IT IS NOT
VALID FOR PERMITTING,
BIDDING OR PERMIT PURPOSES.

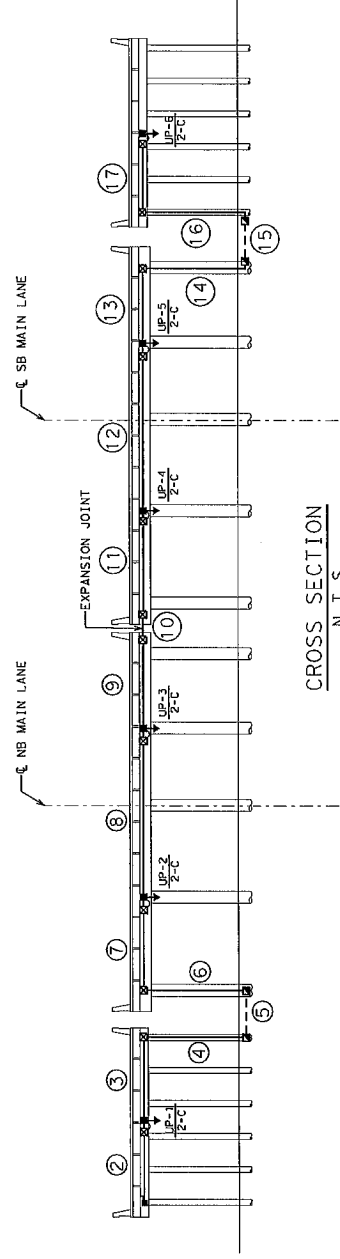
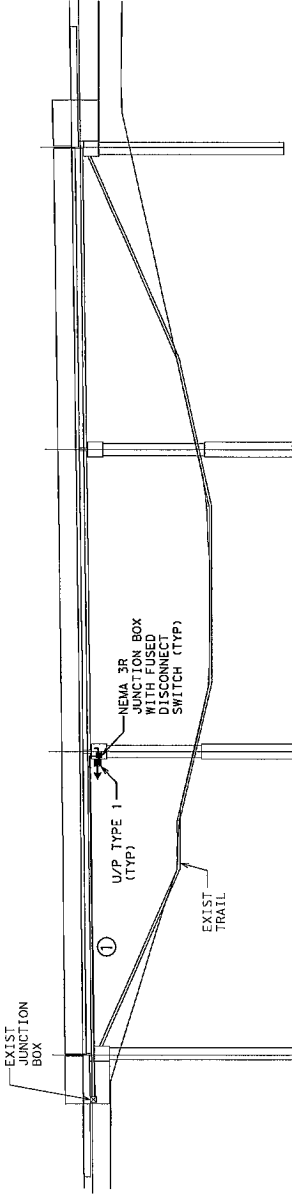
**Fort Bend Grand Parkway
Toll Road Authority**

BGE, Inc. - Professional Seals 011 Edison, TX 75064
Tel: 972-684-8200 www.bge.com
TARF Registration No. F-1166

DATE: 11/12/2018
DRAWN: CLO
CHECKED: SPW
APPROVED: SPW

VERT. SCALE: 1"=100'
DATE: 11/12/2018
SHEET NO: 2

**DITCH M LIGHTING
ILLUMINATION LAYOUT**



- LEGEND**
- ◄ PROP UNDERPASS LUMINAIRE (TY 1)
 - PROP TY A GROUND BOX W/ APRON
 - PROP FUSED DISCONNECT SWITCH
 - ▨ PROP JUNCTION BOX
 - PROP CONDUIT PVC
 - PROP CONDUIT RM
 - ≡≡≡ PROP CONDUIT (BORED)
 - RUN NUMBER
 - LIGHT NUMBER
 - UP-# 2-C CIRCUIT NUMBER

NO.	DATE	REVISION	APPROVED

PRE-SUBMITTAL
SUBMITTED FOR INTERIM REVIEW
Under the authority of:
CLAU L. OSTRANDER, PE No. 123379
DATE: 11/12/2018, IT IS NOT
TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES.

BCE
BCE, Inc.
2665 Dallas Parkway, Suite 101, P.O. Box 795034
Dallas, TX 75264
Tel: 972-994-4800 • www.bceinc.com
Registration No. F-1195
Copyright 2018

**Fort Bend Grand Parkway
Toll Road Authority**

DITCH M LIGHTING
ELEVATION LAYOUT

DRAWN: CLO	HORIZ SCALE: N.T.S.
DESIGNED: CLO	VERT SCALE: N.T.S.
CHECKED: SPK	DATE: 11/12/2018
APPROVED: SPK	SHEET NO: 3

ATTACHMENT B

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
 FORT BEND GRAND PARKWAY (SH 99) – SEGMENT D
 DITCH M LIGHTING

COUNTY: FORT BEND			PROPOSAL SHEET FBGPTRA		A U T H U S E O N L Y		
<i>See Attached Page</i>							
ALT.	TXDOT ITEM-CODE		UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTIT IES	UNIT PRICE	EXT PRICE
ITEM NO.	DESC. CODE						
	500	6001	MOBILIZATION _____ DLRS. and _____ CENTS	LS	1.00		
	610	6104	IN RD IL (U/P) (TY 1)(150W EQ) LED _____ DLRS. and _____ CENTS	EA	6.00		
	618	6023	CONDT (PVC) (SCH 40) (2") _____ DLRS. and _____ CENTS	LF	35.00		
	618	6070	CONDT (RM) (2") _____ DLRS. and _____ CENTS	LF	315.00		
	620	6004	ELED CONDR (NO. 12) INSULATED _____ DLRS. and _____ CENTS	LF	1425.00		
	620	6007	ELEC CONDR (NO. 8) BARE _____ DLRS. and _____ CENTS	LF	60.00		
	620	6008	ELECT COND (NO. 8) INSULATED _____ DLRS. and _____ CENTS	LF	2380.00		
	624	6002	GROUND BOX TY A (122311) W/APRON _____ DLRS. and _____ CENTS	EA	4.00		

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
FORT BEND GRAND PARKWAY (SH 99) – SEGMENT D
DITCH M LIGHTING

TOTAL PRICE:

\$ 24,272.97

CONTRACTOR INFORMATION

Contractor:

Creacom Inc.

Contact Name:

Kris Melendrez

Signature:

Kris A. Melendrez

Phone:

281 351 4500

Email:

kmelendrez@creacominc.com

Performance and Payment Bonds: For successful vendor, if the total accepted price exceeds \$25,000 the Contractor must provide to the Office of the Fort Bend Grand Parkway Toll Road Authority (FBGPTRA), a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. FBGPTRA reserves the right to accept or reject any surety company proposed by the Contractor. In the event FBGPTRA rejects, the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to FBGPTRA.

For questions concerning bid requirements and specifications, contact Phil Martin by phone at 713-574-5261 or email at philmartin@fbctra.com

Bids are due back to FBCTRA by noon on Tuesday, December 18, 2018. Return bids to philmartin@fbctra.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

Certificate Number:
 2018-434174

Date Filed:
 12/14/2018

Date Acknowledged:
 12/20/2018

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

Creacom Inc.
 Tomball, TX United States

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

Fort Bend Toll Road Authority

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

2018-12-19
 Underpass Illumination for Ditch M

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Kris J. Melendez, and my date of birth is [REDACTED].

My address is [REDACTED] (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 14 day of December, 2018.
 (month) (year)

Kris J. Melendez
 Signature of authorized agent of contracting business entity
 (Declarant)