

## **PAVEMENT AND ASSET MANAGEMENT SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Fort Bend County Toll Road Authority, a local government corporation organized and operating under the laws of the State of Texas, hereinafter called the “FBCTRA” and Applied Research Associates, Inc., hereinafter called “ARA.”

### **WITNESSETH**

WHEREAS, the FBCTRA operates a toll road system in Fort Bend County, Texas (the “County”), that includes (i) the Fort Bend Parkway, which extends from Beltway 8 at the Harris County-Fort Bend County line south to Sienna Parkway, (ii) the Westpark Tollway, which extends from its connection to the Harris County Westpark Tollway at the Harris County-Fort Bend County line westward to just east of the intersection of FM 359 and FM 1463 (such toll road system is referred to herein as the “TRA System”). The TRA System may include such other project or projects, or interests therein, within which the Fort Bend Parkway and Westpark Tollway may be pooled pursuant to applicable law;

WHEREAS, the Fort Bend Grand Parkway Toll Road Authority (“FBGPTRA”) operates a separate toll road system in the County that includes tolled overpasses and reconstructed mainlanes from U.S. 59 to and including the intersection of FM 1093 (“Westpark”), within the boundaries of Segment D of the Grand Parkway/SH 99 project (such toll road system is referred to herein as the “GPTRA System”). The GPTRA System may include any other portion of or improvement to the portions of the Grand Parkway/SH 99 projected located in the County, including Segment C, as well as any other project or project segments which may be pooled with the GPTRA System under applicable law;

WHEREAS, on its own behalf and on behalf of the FBGPTRA, the FBCTRA desires to enter into an agreement with ARA for the performance of services for both the TRA System and the GPTRA System consisting of the following: pavement data collection services, pavement evaluations, pavement remaining service life (RSL) assessments, update of pavement management system (PMS), including 10-year capital improvement plan (CIP) recommendation, pavement marking retroreflectivity measurement, pavement friction data collection and asset management inventory for signs, light poles, guardrails, median barrier walls, crash cushions, traffic signals and toll collection cameras, together with all other services within the scope of services described in Attachment A (“Scope of Services”), provided that costs incurred hereunder will be invoiced and accounted for separately for the TRA System and the GPTRA System, respectively, as shown in Attachment B (“Compensation”);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

### **AGREEMENT**

#### **1. General**

ARA shall render professional services to FBCTRA for the TRA System and to FBCTRA, for the benefit of FBGPTRA, for the GPTRA System, in each case as described in the Scope of Services in Attachment A. Any references herein, including in an Attachment, to the “toll authority” or “toll

authorities” shall include, respectively, FBCTRA individually, and FBCTRA, acting on behalf of FBGPTRA, and the references to toll road system or toll road projects shall include the toll projects and facilities that comprise the TRA System and the GPTRA System, respectively.

ARA agrees to perform the specified work under this Agreement with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances

## 2. Compensation and Payment

- a. The Maximum Compensation under this Agreement is \$263,700. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved supplemental agreement. ARA shall furnish satisfactory documentation of all work performed (e.g. timesheets, billing rates, classifications, invoices, etc.) as may be required by FBCTRA.
- b. All performance of the Scope of Services and any services outside the Scope of Services, including changes in the contractual scope of work and revision of work satisfactorily performed (“Additional Services”), will be performed only when approved in advance and authorized by FBCTRA. The parties agree that Additional Services consisting of chase/shadow vehicles for traffic control support in connection with friction testing, if approved by FBCTRA and subject to a supplemental agreement, shall be billed at a cost not to exceed \$2,500 per day of testing for a maximum of four days of testing. Out-of-pocket expense costs may be reimbursed only when approved in advance and authorized by FBCTRA. Payment will be made (i) on the basis of project progress to be billed monthly, and, for Additional Services, (ii) in accordance with those payment procedures set forth in subsection d. below. Billing rates, if any, will be inclusive of all direct labor, fringe benefits, general overhead, and profit.
- c. Where subcontractors are employed by ARA to perform pre-approved and pre-authorized Additional Services, ARA will be reimbursed for subcontractors' actual salaries and hourly rates, including overtime rates. Reimbursement to the subcontractor for non-salary costs incurred by subcontractor will be on the same basis as if the cost was incurred by ARA. For subcontractors employed for the convenience of FBCTRA, ARA will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts.
- d. It is understood and agreed that monthly payments will be made to ARA by FBCTRA based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, ARA shall submit to the FBCTRA separate invoices so that services performed on the TRA System and the GPTRA System are billed separately, with each invoice showing the amounts due for services performed for each toll road system, respectively, during the previous month, and further setting forth separately work for the Scope of Services under this Agreement and work for any Additional Services

(accompanied by supporting documentation of such charges in a form acceptable to the FBCTRA). It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to County employees established by the Fort Bend County Auditor (the "Auditor"). FBCTRA shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor. The County shall pay each such invoice as approved by FBCTRA within thirty (30) calendar days after FBCTRA's approval of same.

### 3. Time of Performance

It is understood and agreed that the time for performance of ARA's services under this Agreement shall begin with receipt of the Notice to Proceed. ARA agrees to begin field data collection within four weeks after receiving the Notice to Proceed and will maintain the following delivery schedule with deliverables due as follows, unless otherwise agreed to by FBCTRA in writing:

| <u>Deliverables</u>                       | <u>Due Dates</u>                                      |
|---|---|
| Digital data files for all collected data | Eight weeks after completion of field data collection |
| Draft Engineering Report                  | Eight weeks after completion of field data collection |
| Final Engineering Report                  | Two weeks after receipt of comments on Draft Report   |

This Agreement will terminate upon ARA's completion of the Scope of Services to the satisfaction of FBCTRA.

### 4. FBCTRA's Option to Terminate

- a. FBCTRA has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing 30 days written notice of such intentions to terminate and by stating in said notice the "Termination Date" which shall be less than 30 days later than the actual receipt of such written notice by ARA. Upon such termination, FBCTRA shall compensate ARA in accordance with Section 2, above, for those services which were provided under this Agreement prior to its termination, and which have not been previously invoiced to FBCTRA. ARA's final invoice for such services will be presented to and paid by FBCTRA in the same manner set forth in subsection d. of Section 2, above.
- b. Termination of this Agreement and payment as described in subsection a. of this section shall extinguish all rights, duties, obligations, and liabilities of FBCTRA and ARA under this Agreement, and this Agreement shall be of no further force and effect, provided,

however, such termination shall not act to release ARA from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. The obligations in Sections 5, 6, and 14 of this Agreement shall survive the termination of this Agreement.

- c. If FBCTRA terminates this Agreement as provided in this section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to ARA.
- d. FBCTRA's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions, and privileges otherwise available under law or equity to FBCTRA by virtue of this Agreement or otherwise. Failure of FBCTRA to exercise any of its said rights, actions, options, or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions, or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.
- e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to FBCTRA within 30 days of the Termination Date or upon ARA's receipt of fees due and payable at the Termination Date, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of ARA's Books and Records

ARA will permit FBCTRA, or any duly authorized agent of FBCTRA, to inspect and examine the books and records of ARA for the purpose of verifying the amount of work performed under this Agreement. FBCTRA's right to inspect shall survive the termination of this Agreement for a period of four years.

6. Ownership and Reuse of Documents

All documents, including original drawings, estimates, specifications, field notes, and data created, produced, developed or prepared by ARA or its approved outside advisory or support consultants (collectively, the "Documents") in the performance of this Agreement shall be the property of FBCTRA, subject to all of the following terms and conditions; provided, however, FBCTRA shall not own and shall have no right to receive any documents not deemed "final" by ARA until completion or termination of this Agreement, as applicable. ARA will deliver the Documents to FBCTRA within 30 days of the completion or termination of this Agreement and may retain a set of reproducible record copies of the Documents, provided that ARA has received full compensation due pursuant to the terms of this Agreement. It is mutually agreed that FBCTRA will use the Documents solely in connection with the TRA System and GPTRA System, respectively, and for no other purposes, except with the express written consent of ARA, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of ARA will be at FBCTRA's sole risk and without liability or legal exposure to ARA.

FBCTRA shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. It is the intention of ARA and FBCTRA that

the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, ARA hereby agrees to assign, and by these presents, does assign to FBCTRA, all of ARA's worldwide right, title, and interest in and to such work product and all rights of copyright therein.

ARA agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of FBCTRA or FBGPTRA that ARA is permitted to use in connection with the services will not be used without FBCTRA's consent and shall remain the sole and exclusive properties of FBCTRA and FBGPTRA, respectively, and this Agreement does not confer upon ARA any right or interest therein or in the use thereof.

7. Personnel, Equipment, and Material

- a. ARA represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that ARA shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of the FBCTRA, to perform the Scope of Services when and as required and without delays. It is understood that the FBCTRA will approve assignment and release of all key ARA personnel and that ARA shall submit written notification of all key ARA personnel changes for the FBCTRA's approval prior to the implementation of such changes. For the purpose of this Agreement, key ARA personnel are defined as: Project Manager. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- b. All employees of ARA shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ARA who, in the opinion of the FBCTRA, is incompetent, or, by his conduct, becomes detrimental to the services provided hereunder, shall, upon request of the FBCTRA, immediately be removed from association with this Agreement.
- c. Except as otherwise specified, ARA shall furnish all equipment, transportation, supplies, and materials required for its operation under this Agreement.

8. Items to be furnished to ARA by the FBCTRA

As applicable, the following items will be supplied to ARA:

- a. Full and open access to all routes for inspection.
- b. Traffic control support consisting of chase/shadow vehicles to support friction testing.
- c. Timely responses to questions and requests for legacy data, databases and GIS files

9. Restrictions on Subletting, Assignments and Transfers

ARA shall not sublet, assign, or transfer any part of its rights or obligations in this Agreement without the prior written approval of FBCTRA. Responsibility to FBCTRA for sublet work shall remain with ARA.

10. Conference

At the request of FBCTRA, ARA shall attend or provide appropriate personnel for conferences at its offices or attend or provide appropriate personnel for conferences at the various offices of FBCTRA, or at the site of the work performed hereunder, and shall permit inspections of its offices by FBCTRA, or others when requested by FBCTRA. Should FBCTRA request ARA to attend any conferences and such attendance is determined to be outside the Scope of Services, ARA and FBCTRA will negotiate in good faith ARA's compensation in accordance with Section 2(b).

11. Appearance as Witness

If requested by FBCTRA, or on its behalf, ARA shall, as an Additional Service, prepare such engineering exhibits and plans as may be requested for all hearings and trials related to the TRA System and the GPTRA System, respectively, and, further, it shall prepare for and appear at conferences at the office of the FBCTRA and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the TRA System and the GPTRA System, respectively. Trial preparation and appearance by ARA in courts regarding litigation matters are Additional Services and compensation will be paid in accordance with Section 2(b).

12. Compliance with Laws

ARA shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, ARA shall furnish FBCTRA with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

13. Insurance

ARA shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth in Attachment C.

14. Indemnification

With respect to claims brought by third parties against either ARA or FBCTRA relating to the property or facilities with respect to which this Agreement pertains, ARA and FBCTRA agree as follows:

- a. **ARA WILL INDEMNIFY AND HOLD HARMLESS FBCTRA AND FBGPTRA, AND EACH OF THEIR DIRECTORS, OFFICERS, AND EMPLOYEES AGAINST ANY CLAIMS, DEMANDS OR CAUSES OF ACTION; AND COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION**

**THEREWITH, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COURT COSTS, BROUGHT BY ANY OF ARA'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, TO THE EXTENT BASED UPON, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ARA; HOWEVER, ARA'S CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE NEGLIGENCE OR OTHER FAULT OF FBCTRA OR FBGPTRA OR STRICT LIABILITY IMPOSED UPON FBCTRA OR FBGPTRA AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON FBCTRA OR FBGPTRA AS A RESULT OF THE CONDITION OF THE PROPERTY OR FACILITIES WITH RESPECT TO WHICH THIS AGREEMENT PERTAINS).**

- b. In the event that both FBCTRA and ARA are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the claimant, each shall be responsible for its own costs of litigation and pro rata share of damages as determined by the proceedings.

It is a condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the party seeking indemnity shall provide written notice of a third-party claim, demand, or cause of action within 30 days after such third-party claim, demand, or cause of action is received by the party seeking indemnity. It is a further condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the indemnitor shall thereafter have the right to participate in the investigation, defense, and resolution of such third-party claim.

#### 15. Dispute Resolution

Except as expressly provided in "Section 4. Option to Terminate," if a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then FBCTRA and ARA agree to submit the dispute to mediation. In the event FBCTRA or ARA desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by FBCTRA and 50 percent by ARA. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

#### 15. Delivery of Notices, Etc.

- a. All written notices, demands, and other papers or documents to be delivered to FBCTRA under this Agreement, shall be delivered to the Fort Bend County Toll Road Authority, 1950 Lockwood Bypass, Richmond, Texas 77469, Attention: Mike Stone, or at such other place or places as it may from time to time designate by written notice delivered to ARA. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County Clerk, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.

- b. All written notices, demands, and other papers or documents to be delivered to ARA under this Agreement shall be delivered to Applied Research Associates, Inc., 100 Trade Centre Drive, Suite 200, Champaign, IL, 61820, Attention: Michael J. Harrell, PE or such other place or places as ARA may designate by written notice delivered to FBCTRA.

16. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident, identification of hazardous materials or conditions or any other event which results in, or might result in, injury to the person or property of any third person (other than an employee of ARA), whether or not it results from or involves any action or failure to act by ARA or any employee or agent of ARA and which arises in any manner from the performance of this Agreement, ARA shall send a written report of such accident, hazardous material or condition, or other event to FBCTRA, setting forth a full and concise statement of the facts pertaining thereto. ARA shall also immediately send FBCTRA a copy of any summons, subpoena, notice, other documents served upon ARA, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from ARA's performance of work under this Agreement.

17. FBCTRA's Acts

Anything to be done under this Agreement by FBCTRA may be done by such persons, corporations, or firms as FBCTRA may designate.

18. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the FBCTRA under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating FBCTRA and FBGPTRA and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of FBCTRA or FBGPTRA shall have any personal obligation hereunder.

19. Captions Not a Part Hereof

The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof but are only labels to assist in locating and reading the provisions hereof.

20. Controlling Law Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

21. Successors and Assigns

FBCTRA and ARA bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of the other party, in respect to all covenants of this Agreement.



22. Appendices

The Appendices attached to this Agreement, which consists of:

|              |                                    |
|--------------|------------------------------------|
| Attachment A | Scope of Services                  |
| Attachment B | Compensation for Scope of Services |
| Attachment C | Insurance Requirements             |

23. Statutory Terms Applicable to State Political Subdivisions

- a. ARA 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; (ii) does not engage in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; (iii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code; (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such term is defined in Chapter 809, Texas Government Code; (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as such term is defined in 2274.001(3), Texas Government Code; and (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such term is defined in 113.003, Texas Business & Commerce Code); or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (b) headquartered in China, Iran, North Korea, Russia or a designated country.
- b. Prior to execution of this Agreement by FBCTRA, ARA will be required to submit a Texas Ethics Commission Form 1295. Please see this website for details related to this disclosure: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
- c. In accordance with Section 176.0065, Texas Local Government Code, a list of local government officers of FBCTRA may be obtained by contacting FBCTRA's records administrator at (281) 500-6050.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 17th day of April 2023.

FORT BEND COUNTY TOLL ROAD  
AUTHORITY, a Texas local government corporation

By: 

Name: James D. Rice

Title: Chairman

APPLIED RESEARCH ASSOCIATES, INC.

By: 

Name: Jennifer Di Gregorio

Title: VP, Contracts and Procurement

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**

### **Scope of Services**

ARA agrees to provide the following Scope of Services with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances:

For each toll authority:

- Pavement data collection services
- Pavement condition evaluations
- Pavement Remaining Service Life (RSL) assessments
- Update of Pavement Management System (PMS), including 10-year Capital Improvement Plan (CIP) recommendation
- Pavement marking retroreflectivity measurement
- Pavement friction data collection
- Asset management inventory for the following assets:
  - Signs
  - Light poles
  - Guardrails
  - Median barrier walls
  - Crash cushions
  - Traffic signals
  - Toll collection cameras

ARA will act as an independent contractor and not as an agent of the toll authorities for any purpose and will have no authority to make any commitments on behalf of the toll authorities or to bind the toll authorities in any way whatsoever.

ARA shall have wide discretion in the methods used to perform any assigned tasks unless specified otherwise by the toll authorities. ARA will cooperate with the toll authorities to arrange for consultations between FBCTRA or FBGPTRA, as the case may be, and ARA personnel, and others engaged in rendering services to the toll authorities related to ARA's performance under the Agreement. ARA agrees that no tasks shall be performed or expenses incurred without specific authorization of FBCTRA or FBGPTRA.

If required for the performance of this effort, ARA will be granted timely access to the project site of each toll authority as needed. If traffic control or protection is required, it shall be provided by the toll authorities or specific provisions will be made for ARA to provide traffic control or protection at an additional cost to the toll authorities. ARA will take precautions to minimize damage when performing its work, but ARA is not responsible for any items destroyed as a necessary part of the work, provided ARA promptly notifies the toll authorities in writing of any such damage.

**Attachment B  
Compensation**

ARA agrees to provide the Scope of Services described in the Agreement on a firm fixed price basis. The firm fixed price shall be \$263,700 which amount is based on the task pricing shown below:

| Services   | Toll Road Authority |           |
|--|---------------------|-----------|
|  | FBCTRA              | FBGPTRA   |
| Pavement Management Inspections and Reporting                | \$54,900            | \$60,400  |
| Asset Inventory Inspections and Reporting                    | \$19,700            | \$19,700  |
| Pavement Friction Testing and Reporting                      | \$29,900            | \$28,100  |
| Pavement Marking Retroreflectivity Measurement and Reporting | \$25,500            | \$25,500  |
| Subtotal   | \$130,000           | \$133,700 |
|  | Total               | \$263,700 |

ARA shall invoice monthly on a percent complete basis and at the completion of the project, with separate invoices for each TRA System, for payment to be made within 30 days of receipt of invoice (Net 30), subject to the terms of the Agreement which provides for an invoice approval process that includes FBCTRA and Fort Bend County.

In the event that some portion of the invoice is disputed, payment for the undisputed portion of the invoice will be made in a timely manner. If the parties are unable to reach agreement regarding the disposition of the disputed portions of the invoice, the matter will be resolved according to "Section 15. Dispute Resolution" of the Agreement.

**Attachment C**  
**Insurance**

The Contractor shall furnish certificates of insurance to the FBCTRA evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Contractor, name of insurance company, policy number, term of coverage and limits of coverage. The Contractor shall cause its insurance companies to provide the FBCTRA with at least 30 days prior written notice of any cancellation or non-renewal of the insurance coverage required under this Agreement. The Contractor shall obtain such insurance from such companies having a Bests rating of B+NII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
  - \$2,000,000 general aggregate limit
  - \$1,000,000 each occurrence, combined single limit
  - \$2,000,000 aggregate Products, combined single limit
  - \$1,000,000 aggregate Personal Injury/Advertising Liability
  - \$50,000 Fire Legal Liability
  - \$5,000 Premises Medical
- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- d. Umbrella Excess Liability insurance written as excess of Contractor's Liability, with limits not less than \$2,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$2,000,000 each claim/annual aggregate.

The FBCTRA and the FBCTRA's Directors shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies written on behalf of the Contractor shall contain a waiver of subrogation in favor of the FBCTRA and the FBCTRA's Directors, with the exception of insurance required under paragraph "e."