

EXHIBIT A

FORT BEND COUNTY TOLL ROAD AUTHORITY

REQUEST FOR PROPOSAL

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

Proposal Due Date: August 14, 2012 by 2:00 p.m. CDT

Return Proposal To: Fort Bend County Toll Road Authority
c/o Professional Project Management Services
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.

Roy Jorgensen Associates, Inc.

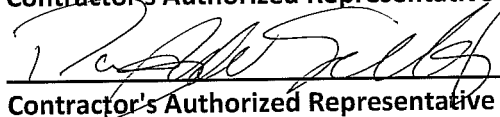
Contractor (Company Name)

Douglas W. Selby

President

Contractor's Authorized Representative (Name)

(Title)



August 14, 2012

Contractor's Authorized Representative (Signature)

(Date)

Total Amount of Base Bid - Schedule A:

\$ 293,305.10

Total Amount of Base Bid - Schedule B:

\$ 763,969.77

Total Amount of Supplemental Bid - Schedule A:

\$ 724,582.00

Total Amount of Supplemental Bid - Schedule B:

\$ 451,486.31

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1. GENERAL OVERVIEW

Fort Bend County Toll Road Authority

The Fort Bend County Toll Road Authority (Authority), located in Sugar Land, Texas, has completed two key county mobility projects, the Fort Bend Parkway and the Fort Bend Westpark Tollway. Both toll roads offer new transportation options, relieving traffic congestion for commuters.

In November 2000, Fort Bend County citizens overwhelmingly approved a \$140 million bond issue to support revenue bond financing to pay for the construction of the two toll road projects. The four-lane, 6.2 mile, Fort Bend Parkway Toll Road connects the Sam Houston Tollway (Beltway 8) with State Highway 6, easing traffic congestion and stimulating economic development in the eastern part of the county. The second project, the Fort Bend Westpark Tollway ties into Harris County's Westpark Tollway for quick access to Houston. Both toll roads provide seamless access to commuters with a standard EZ-TAG.

The Fort Bend Parkway opened August 30, 2004 to approximately 6,000 commuters taking advantage of their new travel option. The Fort Bend Westpark Tollway project was completed on August 10, 2005.

Fort Bend Grand Parkway Toll Road Authority

In 2007, during the 80th Texas Legislature, Senate Bill 792 was signed into law giving counties the option to transfer development rights for the Grand Parkway Toll Road from the Texas Department of Transportation (TxDOT) to the local County entity by declaring primacy. Under the law, a county exercising primacy must begin their segment of the project within a two year period of obtaining environmental impact clearance on their segment or the project reverts back to TxDOT. In September of 2009 Fort Bend County Commissioner's Court signed their order to assume primacy for Segment D of the Grand Parkway. The Fort Bend Grand Parkway Toll Road Authority (GPTRA) was created by the Fort Bend County Commissioners Court as a local government corporation pursuant to the Texas Transportation Code. GPTRA's purpose is to aid, assist, and act on behalf of the County in developing Segment D of the Grand Parkway.

Segment D of the Grand Parkway will be the third such effort by the County to provide alternative transportation options for Fort Bend County residents and the greater Houston area in the form of a toll road. The Grand Parkway will also relieve traffic congestion and reduce travel time for north / south bound travelers through the County by providing free flowing travel between US 59 and FM 1093. For Grand Parkway riders that do not want to pay a toll, toll free access on the Grand Parkway's feeder roads will still be an option.

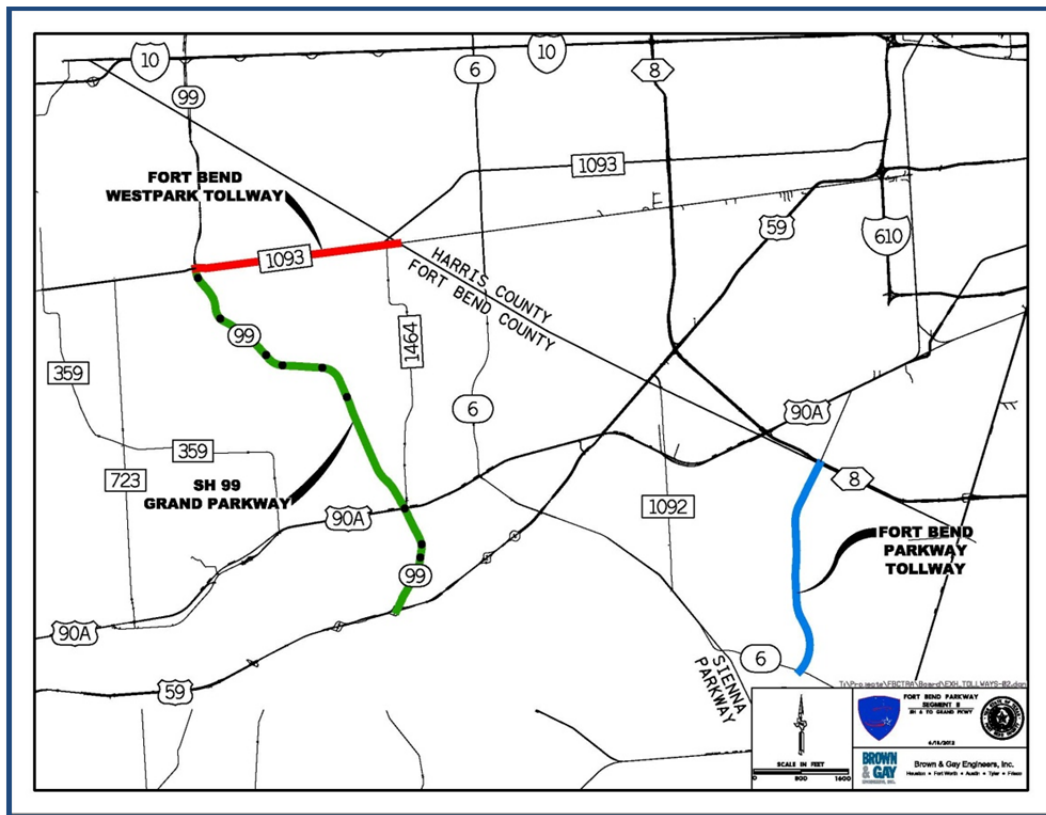
In May of 2011, the GPTRA executed the "Right of Use" agreement with TxDOT allowing the GPTRA to use state highway right-of-way (ROW) and giving the green light to begin construction of the nine (9) new overpasses and eight (8) miles of main-lane development that ultimately create Segment D of the Grand Parkway (although the Right of Use agreement authorized construction of the Peek Rd. overpass, at this time it is being designed for future construction beyond 2012). Construction of the first two over

passes began in August of 2011 with the additional overpasses and main-lanes construction to begin early summer of 2012.

Execution of the agreement also triggered another important function for the GPTRA, responsibility for the maintenance and operation of existing assets in the Grand Parkway ROW. The GPTRA is charged with providing management of these assets and currently has several contractors providing maintenance services for the road through the end of the Authority's fiscal year.

The following map illustrates the location of all three toll roads within Fort Bend County.

Map of Fort Bend Parkway, Fort Bend Westpark Tollway and Grand Parkway Toll Roads (Drawing Not to Scale)



The scope of work for each toll road is limited by the following information and highlighted in the maps that follow.

Fort Bend Parkway:

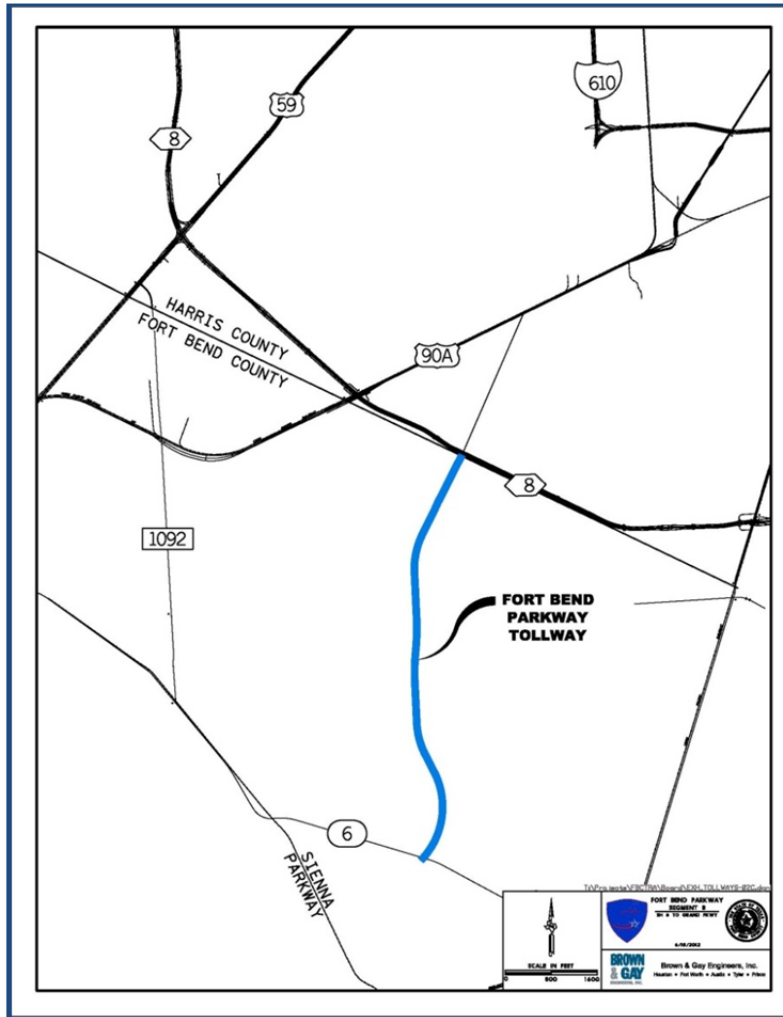
The Fort Bend Parkway Toll Road is a north/south corridor that connects State Highway 6 to Beltway 8 in eastern Fort Bend County. The toll road has two lanes in each direction with major interchanges at Highway 6, Lake Olympia Parkway and FM 2234. A main toll plaza is located north of FM 2234 with ramp tollbooths at FM 2234 and Lake Olympia Parkway. The toll road is approximately 6.2 miles long with just under 25 lane miles of roadway, see the following map.

In addition to the roadway and right-of-way, the Fort Bend Parkway has the following structures that are included in the maintenance services under this RFP. These maintenance requirements do not include the electronic toll collection equipment and associated lighting.

- One (1) Main Lane Toll Plaza with the following maintenance requirements:
 - Toll plaza canopy structure
 - Two (2) Conex boxes
 - Electrical service to canopy and Conex boxes including canopy lighting, generator, air conditioning and facility lighting
 - Electric generator and automatic transfer switch
 - Canopy area lighting and Conex box lighting
 - Conex box air conditioning
- Four (4) Ramp Toll Plazas with the following maintenance requirements at each ramp plaza:
 - Toll plaza canopy structure
 - One (1) Conex box
 - Electrical service to canopy and Conex box including canopy lighting, generator, air conditioning and facility lighting
 - Electric generator and automatic transfer switch
 - Canopy area lighting and Conex box lighting
 - Conex box air conditioning

The Fort Bend Parkway road and right-of-way (ROW) are currently maintained by the Harris County Toll Road Authority (HCTRA). The road and ROW maintenance responsibilities of this roadway are a part of this RFP and will become the responsibility of the selected Contractor upon award.

**Map of Fort Bend Parkway
(Drawing Not to Scale)**



Fort Bend Westpark Tollway:

The Fort Bend Westpark Tollway is a six (6) mile road that parallels FM 1093 from FM 1464 to west of SH 99 (Grand Parkway) and is an extension of the Harris County Toll Road Authority's (HCTRA) Westpark Tollway. The Fort Bend Westpark Tollway has two lanes in each direction creating 24 lane miles of roadway, see the following map.

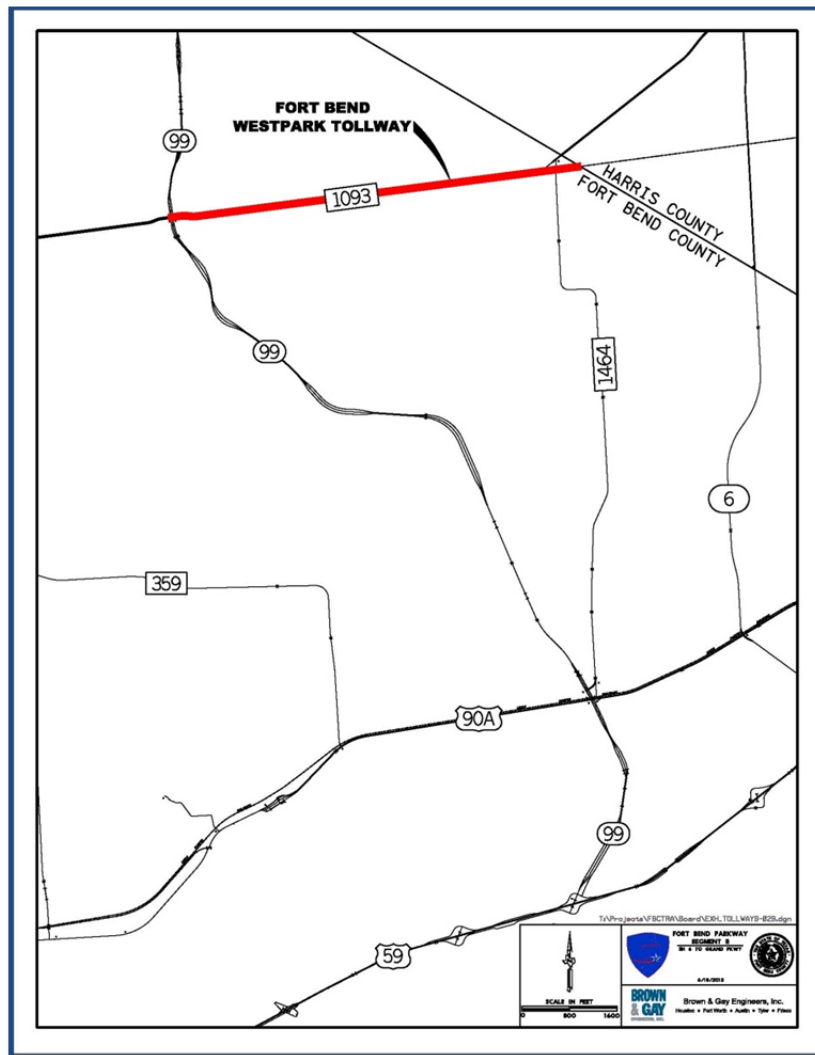
In addition to the roadway and right-of-way, the Fort Bend Westpark Tollway has the following structures that are included in the maintenance services under this RFP. These maintenance requirements do not include the electronic toll collection equipment and associated lighting.

- Two (2) Main Lane Toll Plazas with the following maintenance requirements per toll plaza:
 - Four (4) toll plaza gantry structures
 - One (1) concrete equipment building with metal fence

- Electrical service to toll plaza gantries and equipment building including generator, air conditioning and facility lighting
- Electric generator and automatic transfer switch
- Equipment building lighting
- Equipment building air conditioning

The Fort Bend Westpark Tollway road and right-of-way (ROW) are currently maintained by the Harris County Toll Road Authority (HCTRA). The road and ROW maintenance responsibilities of this roadway are a part of this RFP and will become the responsibility of the selected Contractor upon award.

**Map of Fort Bend Westpark Tollway
(Drawing Not to Scale)**

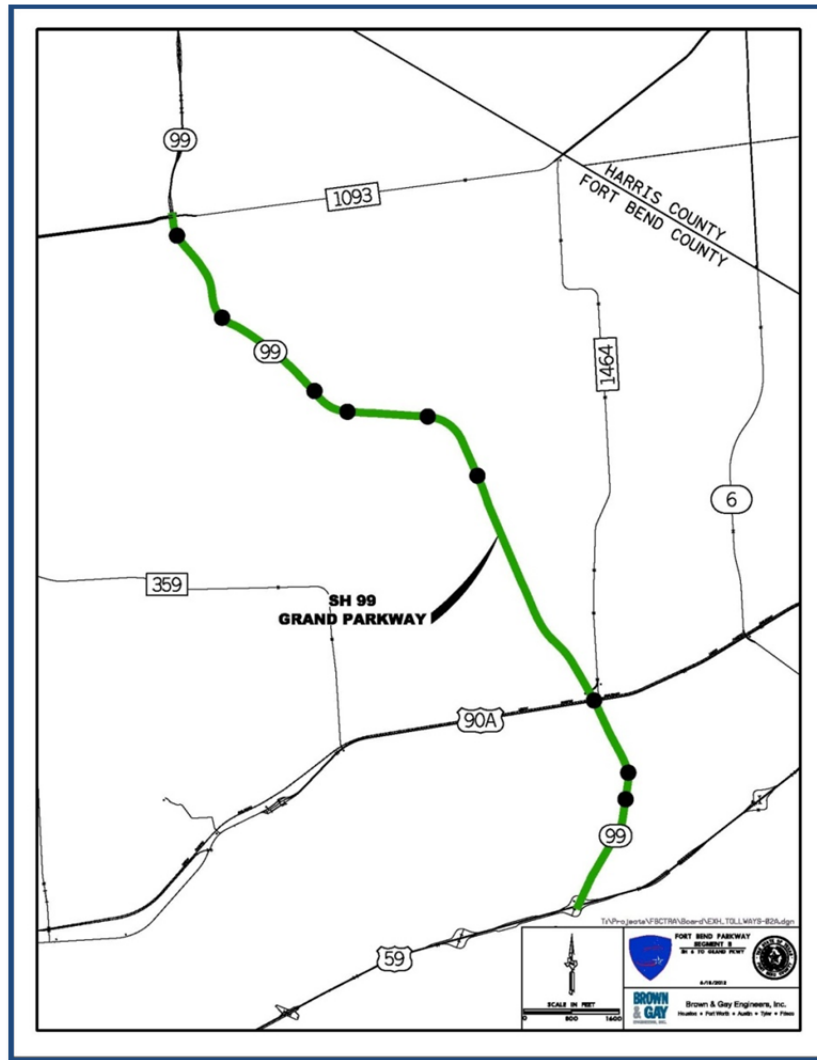


Grand Parkway Toll Road:

The Grand Parkway Toll Road is approximately 13 miles along Grand Parkway / SH 99 from US 59 to FM 1093. There are two lanes going Northbound and two lanes going Southbound along SH 99 that create a total of 52 lane miles for the Grand Parkway toll road, see the following map.

The Grand Parkway Toll road and right-of-way (ROW) are currently maintained by ISI Contracting, Inc. The road and ROW maintenance responsibilities of this roadway are a part of this RFP and will become the responsibility of the selected Contractor upon award.

**Map of Grand Parkway Toll Road
(Drawing Not to Scale)**



2. OBJECTIVE

It is the desire of the Fort Bend County Toll Road Authority to outsource maintenance and operations services for asset management on the Fort Bend Parkway, Westpark Tollway and Grand Parkway Segment D roadways 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; toll plaza facility maintenance; sign maintenance; storm sewer, drain and inlet cleaning; lane closures; sweeping; debris collection and removal and pavement marking replacement. The maintenance and operation of the two pump stations along the Grand Parkway at US 90A and FM 1093 are the responsibility of TxDOT and are not included in the scope of services under this contract.

The Fort Bend County Toll Road Authority (Authority) has released this Request for Proposal (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. The three toll roads are broken down into a base bid and a supplemental bid as listed below. The Contractor will be required to submit pricing for both base and supplemental bids.

- Base Bid:
 - Fort Bend Parkway
 - Fort Bend Westpark Tollway
- Supplemental Bid:
 - Grand Parkway Toll Road

3. 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. Prices for all services shall be firm for the two (2) year duration of the contract period; beginning on the effective date through September 30, 2014.

3.1 Solicitation Schedule

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

1. Release of RFP July 13, 2012
2. Mandatory Pre-Bid Meeting and Optional Tour July 24, 2012
3. Written Questions on RFP Due July 27, 2012
4. Responses to Questions on RFP Due August 2, 2012
5. Proposals Due August 14, 2012
6. Selection, Shortlist and Interview, and/or BAFO (if requested) August 20-24, 2012
7. Board Review/Approval September 19, 2012
8. Contract Awarded with Notice to Proceed by October 1, 2012

3.2 Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting will be held on Tuesday, July 24, 2012, at 11:00 a.m. CDT at the office of Professional Project Management Services, 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.

3.3 Questions

All questions pertaining to the RFP will be due no later than 5:00 p.m. CDT on Friday, July 27, 2012. All questions must be submitted in writing in order to be considered. Questions should be submitted via email to the following contact:

Ms. Sherrie Knoepfel
Professional Project Management Services
sherrieknoepfel@cpmguru.com
Office: (281) 306-0035

Answers to all questions submitted in writing by Friday, July 27, 2012 will be provided by 5:00 p.m. CDT on Thursday, August 2, 2012.

3.4 Submittal Due Date

Fill out, sign and deliver one (1) original and four (4) copies of the completed proposal in a sealed envelope by 2:00 p.m. CDT on August 14, 2012 to:

Fort Bend County Toll Road Authority
c/o Professional Project Management Services

19875 Southwest Freeway, Suite 270
Sugar Land, TX 77479
Attn: Mr. Mike Stone

Late proposals will not be accepted.

3.5 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 (3) top material providers which have been used within the last three (3) 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 (3) 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

- Complete unit and extended pricing and totals on all pricing forms in Exhibit D for the following:
 - Base Bid - Schedule A Pricing for Fort Bend Parkway and Westpark Tollway
 - Base Bid - Schedule B Pricing for Fort Bend Parkway and Westpark Tollway
 - Supplemental Bid - Schedule A Pricing for Grand Parkway
 - Supplemental Bid - Schedule B Pricing for Grand Parkway

- The Contractor must submit complete pricing for Schedule A and Schedule B for both Base Bid and Supplemental Bid in order to be considered a complete and responsive proposal to the Authority.
- 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

3.6 Proposal Evaluation and Selection Criteria

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

- a. Qualifications 35%
 - Exhibit A - Fort Bend County New Vendor Form
 - Exhibit B - Business References
 - Exhibit C - Questionnaire
- b. Schedule A Pricing - Scheduled/Routine Pricing 40%
 - Exhibit D - Base Bid - Schedule A Pricing
 - Exhibit D - Supplemental Bid - Schedule A Pricing
- c. Schedule B Pricing - Nonscheduled Pricing 25%
 - Exhibit D - Base Bid - Schedule B Pricing
 - Exhibit D - Supplemental Bid - Schedule B Pricing

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 County Toll Road Authority's Board of Directors for final approval.

3.7 Addenda

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

4. SPECIAL REQUIREMENTS

This section will describe the type of activities, tasks, and work requirements necessary to perform the Scope of Work described in Section 5 - Scope of Work by the Contractor. 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 Section 5. 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 in order to properly submit a valid proposal in response to this RFP.

4.1 General

The Fort Bend Parkway, Fort Bend Westpark Tollway and Grand Parkway toll roads 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 – 6:00 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 Section 4.4 Service Response Prioritization).

The Contractor shall also provide the necessary manpower and equipment to perform all work outlined within this RFP. 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 (30') 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 Authority. This representative must speak and write English competently and have the necessary resources to communicate with the Authority'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-of-way areas.

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

The Contractor shall be required to provide proof of insurance (see Exhibit E - Service Agreement), certified payrolls with invoices and upon the request of the Authority materials / supplies tickets and invoices verifying purchases.

The Contractor is required to comply with the Texas Manual on Uniform Traffic Control Devices (TxMUTCD) and corresponding TxDOT traffic control and barricade standards while performing any work that involves lane closures, movement of traffic or a directive by the Authority. For all lane closures, the Contractor will coordinate with the Authority at least 48 hours in advance.

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 June 1, 2004; National Electric Code (NEC); OSHA and all applicable industry codes in affect at the time of the performance of the specific work.

4.2 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.

4.3 Work Flow Process

All work to be completed under this contract will be issued, tracked, approved, closed and paid based on work orders that are administered through an online Work Order System managed by the Authority.

The Authority 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 and close work orders; therefore, it will be up to the Contractor to ensure the Authority 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 Authority, 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 4.4 Service Response Prioritization).

Once work orders are issued by the Authority and completed by the Contractor, the Contractor will have one (1) 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 (5) 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.

4.4 Service Response Prioritization

The Contractor shall respond to the Authority'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 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 the Contractor.
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.

4.5 Mobilization

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

4.6 Materials and Spare Parts

Contractor shall provide all materials and spare parts. The Authority can assist the Contractor in finding a location on the toll road ROW 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.

4.7 Toll Charges

Contractor will be responsible for all applicable toll charges required to perform the maintenance activities of the Authority. Excessive toll violations by the Contractor during the maintenance contract will be counted against the Contractor's Contract Performance.

4.8 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.

4.9 Staffing and Subcontractors

At least 51% of the contract value awarded from this RFP must be performed by the Contractor.

Key staff and subcontractors proposed by the Contractor cannot be replaced without prior written approval by the Authority. Key staff includes, but are not limited to, Project Manager, Maintenance Supervisor, Traffic Control Supervisor and Field Supervisors.

All key staff of the Contractor and subcontractors including Project Manager, Maintenance Supervisor, Traffic Control Supervisor, Field Supervisors 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 RFP.

4.10 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' of the vehicle.

4.11 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 Authority 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.

4.12 Termination of Contract

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 this RFP. 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 (30) calendar days to cure the defaults.

5. SCOPE OF WORK

5.1 Schedule A - Routine/Scheduled Services

5.1.1 Road Inspection Services

The Contractor will provide a qualified person(s) to perform daily (Monday - Sunday) road inspection services on the three toll roads (Fort Bend Parkway, Fort Bend Westpark Tollway and Grand Parkway Toll Road). Once a week, the Contractor will perform the road inspection during nighttime conditions in order to inspect sign reflectivity, roadway lighting, canopy lighting, area lighting and facility lighting. Nighttime conditions are defined as at least one (1) hour after sunset or one (1) hour before sunrise.

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 traffic signals to determine maintenance and / or operational needs
- Inspection of storm sewer, drains and inlets to determine cleaning needs
- Inspection of right-of-way to determine need for mowing, 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 meeting with Authority representative

The Contractor will also be expected to perform the following 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 Section 6.1.1 - Annual Maintenance Calendar)
- Perform nighttime inspection of sign reflectivity and provide a report to the Authority annually (see Section 6.1.2 - Annual Sign Reflectivity Report). A full inventory of signs will be provided to the awarded Contractor by the Authority for all three toll roads within 10 business days from Notice to Proceed.
- Perform an inspection and inventory of all signs and pavement markings bi-annually and provide a report to the Authority (see Section 6.1.3 - Biannual Sign and Pavement Markings Report). A full inventory of signs will be provided to the awarded Contractor by the Authority for all three toll roads within 10 business days from Notice to Proceed.

5.1.2 Roadway Cleaning

The Contractor shall furnish the necessary manpower and equipment to clean roadway surfaces of debris and refuse and remove collected materials to an appropriate disposal facility. The Contractor shall completely remove debris and refuse from all paved surfaces, including around and under roadside equipment, toll plaza facilities, signs, drainage slots and inlets, construction barricades, gutters, etc.

The Contractor will remove graffiti from concrete structures and metal surfaces by blasting, painting or the use of chemicals as appropriate per the location of the graffiti.

The Contractor will perform roadway cleaning of debris, refuse and graffiti for all three toll roads on a quarterly basis (every 3 months) and as directed by the Authority.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Roadway cleaning services shall be performed in a manner that ensures minimal interference to the traveling public through the use of proper cleaning and sweeping techniques and equipment, dust control and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

Routine requests by the Authority for roadway cleaning services shall commence and be completed in accordance with Priority 3 of Section 4.4 - Service Response Prioritization, unless otherwise directed.

Any cleaning activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

The Contractor shall perform all roadway cleaning tasks in a manner consistent with 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 June 1, 2004, Section 700 Maintenance, items 738.

5.1.3 Litter Collection & Debris Removal

The Contractor shall furnish the necessary manpower and equipment to remove and properly dispose of litter and debris that is discarded or deposited on or adjacent to the road. Litter and debris is defined as objects or materials that are not considered roadway facilities or assets. Debris is further defined as objects or materials that may create hazardous conditions to the traveling public if discarded on any part of the paved roadway.

The Contractor will perform litter and debris collection and removal for all three toll roads every six (6) weeks and as directed by the Authority.

Litter and debris removal services shall be performed in a manner that ensures minimal interference with the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

The Contractor shall determine if removed debris, such as tires, appliances and other items are eligible for recycling by familiarizing themselves with Ft. Bend Recycling Centers list of recyclables. Qualifying debris shall be disposed at the Ft. Bend Recycling Center. Debris collected during non-operating hours of the Ft. Bend Recycling Center may be disposed in the same manner as non-recyclable items.

Routine requests by the Authority for removal and disposal of litter and debris discarded or deposited adjacent to the road shall commence and be completed in accordance with Priority 2 of Section 4.4 - Service Response Prioritization, unless otherwise directed. Debris discarded or deposited on any part of the paved roadway shall be considered a Priority 1 service call.

Any removal activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

The Contractor shall perform all debris removal tasks in a manner consistent with 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 June 1, 2004, Section 700 Maintenance, items 734 and 735.

5.1.4 Storm Sewer & Drain/Inlet Cleaning

The Contractor shall furnish the necessary manpower and equipment to perform the following tasks:

- Clean and remove dirt, debris and obstacles from Concrete Traffic Barrier (CTB) drain openings and from underneath and/or around guardrails and attenuators to ensure positive drainage of roadway
- Clean and remove dirt, debris and obstacles from curb inlets and adjacent pavement to ensure positive drainage on roadway
- Clean and remove dirt, debris and obstacles from storm sewer pipe, outfalls, culverts, etc. to ensure positive drainage on and around the roadway
- Clean manholes
- Remove and dispose of all collected dirt, debris and obstacles in the right-of way the same day work is performed

The Contractor will perform storm sewer and drain/inlet cleaning for all three toll roads on a biannual basis (every 6 months) and as directed by the Authority.

Storm sewer, drain and inlet cleaning and maintenance services shall be performed in a manner that ensures minimal interference with the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Routine requests by the Authority for cleaning services shall commence and be completed in accordance with Priority 3 of Section 4.4 - Service Response Prioritization, unless otherwise directed.

Any maintenance activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

Cleaning, maintenance and operation of pump stations located along the toll roads does not fall under the scope of services of this RFP.

The Contractor shall perform all storm sewer, drain and inlet cleaning tasks in a manner consistent with 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 June 1, 2004, Section 700 Maintenance, items 764.

5.1.5 Toll Plaza Electric Generator Preventative Maintenance

This task only applies to five (5) generators located along the Fort Bend Parkway. One generator is located at the Main Lane toll plaza and one generator is located at each of the four (4) ramp toll plazas for a total of 5 generators.

The Contractor shall test each of the five generators and automatic transfer switches monthly and log the testing results including date and initials of technician on the test log located next to each generator.

As part of the monthly generator test, the Contractor shall perform the following tasks:

- Start up the generator and test its operation
- Test the automatic transfer switch for proper operation
- Check the fuel tank on the generator and fill it with diesel fuel, if needed
- Check the oil and coolant level
- Check for fuel system leaks
- Check the generator's belt condition
- Check the alternator output
- Check the wiring condition and mounting hardware
- Perform a battery load test on the generator's batteries
- Check for radiator and/or air filter restriction
- Log the generator's engine hour reading

- Log the results on the generator's test log and report back to the Authority any deficiencies found

The Contractor will perform the generator testing on all five (5) generators on a monthly basis (12 times per year) and as directed by the Authority.

The Contractor shall perform the generator testing in a manner that ensures minimal interference with the traveling public and the operation of each toll plaza.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Routine requests by the Authority for generator testing shall commence and be completed in accordance with Priority 3 of Section 4.4 - Service Response Prioritization, unless otherwise directed.

The Contractor shall perform the generator testing in a manner consistent with 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 June 1, 2004, Section 600 Lighting, Signing, Markings, and Signals, item 628.

5.1.6 Toll Plaza Equipment Building AC Preventative Maintenance

This task only applies to six (6) facility air conditioning systems along the Fort Bend Parkway and two (2) facility air conditioning systems along the Fort Bend Westpark Tollway. The air conditioning systems (AC) are small systems used to cool the equipment rooms (Conex boxes) located at each of the Main Lane and Ramp toll plazas.

On a quarterly basis (every 3 months) for both the Fort Bend Parkway and Fort Bend Westpark Tollway, the Contractor shall test each AC system to ensure they are operating properly and maintaining proper temperature and replace the air filter. The Contractor shall report back to the Authority any deficiencies found.

The Contractor shall perform the AC preventative maintenance in a manner that ensures minimal interference with the traveling public and the operation of each toll plaza.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Routine requests by the Authority for AC preventative maintenance shall commence and be completed in accordance with Priority 3 of Section 4.4 - Service Response Prioritization, unless otherwise directed.

The Contractor shall perform the AC preventative maintenance in a manner consistent with overall industry best practices and in accordance with ASHRAE standards (American Society of Heating, Refrigerating and Air-Conditioning Engineers).

5.1.7 Traffic Control & Lane Closures

The Contractor shall be responsible for performing scheduled traffic control and lane closures and on-call / emergency traffic control and lane closures in accordance with part six (6) of the TxMUTCD and directives provided by the Authority. Lane closures require approval of the Authority and must be scheduled at minimum 72 hours prior to the planned closure with the exception of an emergency situation. Traffic control measures for scheduled work will be reviewed by the Authority and Contractor prior to commencement of the work:

A lane closure is defined as one lane in one direction for a ¼ mile work zone. A lane closure shall include set-up and breakdown for the closure, the provision of all necessary manpower, equipment and materials as required by TxMUTCD for a lane closure and a four (4) hour minimum for the closure. Personnel must be on site for the duration of a closure. A lane closure extension increases a closure by ¼ mile increase to the work zone.

Lane closures shall not be scheduled during peak traffic hours and some lane closures may require work to be performed in the evenings, weekends and/or on holidays. The Authority and Contractor shall jointly determine the hours of work for scheduled traffic control measures and lane closures prior to the scheduled work occurring.

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.

All types of traffic control measures and/or lane closures shall minimize the impact to the traveling public.

The Contractor shall furnish all the necessary manpower to perform scheduled and emergency traffic control measures and lane closures. Routine requests by the Authority for maintenance on the road that requires the implementation of traffic control measures and/or lane closures shall be completed in accordance with Priority 2 or 3 of Section 4.4 - Service Response Prioritization, unless it is an emergency/on-call situation then it shall be considered a Priority 1 service call.

The Contractor shall furnish all equipment necessary to perform scheduled and emergency traffic control measures and lane closures in accordance with the TxMUTCD. This includes, but is not limited to, static and portable signs, attenuators, barrels, barricades, lighting, cones, electronic panels, flags, vehicles and other incidentals as identified in the TxMUTCD and by the Authority.

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.

5.2 Schedule B - Nonscheduled Maintenance Services

5.2.1 Roadway Repair

The Contractor shall furnish the necessary manpower, equipment and materials to perform the following tasks:

- Perform spall and partial-depth failure repairs in the roadway surface
- Perform full-depth concrete repair in roadway
- Perform concrete curb repair
- Remove and dispose of debris and leftover roadway materials the same day the work is performed

Roadway maintenance services shall be performed in a manner that ensures minimal interference with the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Routine requests by the Authority for roadway repair services shall commence and be completed in accordance with Priority 3 of Section 4.4 - Service Response Prioritization, unless otherwise directed.

Any maintenance activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

The Contractor shall perform all roadway repair tasks in a manner consistent with 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 June 1, 2004, Section 700 Maintenance, item 720; Section 500 Miscellaneous Construction, items 512 and 529; Section 400 Structures, item 432; and Section 300 Surface Courses and Pavement, item 361.

5.2.2 Sign Maintenance

The Contractor shall furnish the necessary manpower and equipment to perform the following tasks:

- Install, relocate, and / or remove small and large aluminum and plywood roadside sign assemblies consisting of signs, sign supports, foundations and associated mounting hardware
- Clean and refurbish signs including replacing sign identification decals, sign face materials and messages, replacing missing or broken mounting hardware, cleaning dirt and other foreign material from sign face, etc.
- Perform sign realignment and adjustments to "Ice on Bridge" signs as necessary
- Conduct inspection of signs to determine maintenance needs
- Maintain a log of sign maintenance that includes: installation / repair / replacement date, type of work performed, status of reflectivity, etc.
- Maintain an inventory of Authority signs as directed by the Authority
- Coordinate ordering signs with the Authority

A full inventory of signs will be provided to the awarded Contractor by the Authority for all three toll roads within 10 business days from Notice to Proceed.

Installation, replacement, relocation and/or repair of signs shall conform to the TxDOT Sign Mounting Standards, SMD-08, which can be accessed via the following link: <ftp://ftp.dot.state.tx.us/pub/txdot-info/cmd/cserve/standard/traffic/smdgen.pdf>.

Sign maintenance services shall be performed in a manner that ensures minimal interference with the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Routine requests by the Authority for repair, replacement, relocation, or installation of signs shall commence and be completed in accordance with Priority 3 of Section 4.4 - Service Response Prioritization, unless otherwise directed. Missing or damaged signs that may impact the traveling public's safety shall be considered a Priority 1 service call.

Any maintenance activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

The Contractor shall perform all sign maintenance tasks in a manner consistent with overall industry best practices and in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004, Section 600 Lighting, Signing, Markings and Signals, items 634, 636, 643, 644, 647 and 650.

5.2.3 Pavement Markings

The Contractor shall furnish the necessary manpower, equipment and materials to perform the following tasks:

- Install, remove and/or repair delineators, object markers and barrier reflectors
- Furnish, place and/or eliminate reflectorized, prefabricated and raised pavement markings
- Prepare roadway surface for pavement markings

Pavement marking services shall be performed in a manner that ensures minimal interference with the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Routine requests by the Authority for pavement marking services shall commence and be completed in accordance with Priority 3 of Section 4.4 - Service Response Prioritization, unless otherwise directed.

Any maintenance activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

The Contractor shall perform all pavement marking tasks in a manner consistent with 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 June 1, 2004, Section 600 Lighting, Signing, Markings and Signals, items 658, 662, 666, 668, 672, 677 and 678.

5.2.4 Roadside Equipment Maintenance

The Contractor shall furnish the necessary manpower and equipment to perform installation, repairs, replacement and relocation of roadside equipment that includes such items as guardrails, attenuators, concrete traffic barriers and their various components.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Roadside equipment maintenance services shall be performed in a manner that ensures minimal interference to the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

Routine requests by the Authority for repair, replacement, relocation, or installation of roadside equipment items shall commence and be completed in accordance with Priority 3 of Section 4.4 - Service Response Prioritization, unless otherwise directed.

Any maintenance activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

The Contractor shall perform all roadside maintenance tasks in a manner consistent with 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 June 1, 2004, Section 700 Maintenance, items 770, 772, 774, and 776.

5.2.5 Toll Plaza Facility Maintenance

The Contractor shall be required to maintain the toll plaza facilities along Fort Bend Parkway and Fort Bend Westpark Tollway. There are currently no toll plaza facilities on the Grand Parkway Toll Road but the current Segment "D" development plan includes 7 all electronic tolling locations which are expected to be similar to those on the Westpark Tollway. Following construction and the subsequent warranty period the maintenance of these facilities will be added to this contract. Construction is expected to be complete by November of 2013 with a one year warranty period.

The Fort Bend Parkway has one (1) Main Lane Toll Plaza and four (4) Ramp Toll Plazas with the following structures that are included in the maintenance services under this section of the RFP. These

maintenance requirements do not include the electronic toll collection equipment and associated lighting.

- One (1) Main Lane Toll Plaza with the following maintenance requirements:
 - Toll plaza canopy structure
 - Two (2) Conex boxes
 - Electrical service to canopy and Conex boxes including canopy lighting, generator, air conditioning and facility lighting
 - Electric generator and automatic transfer switch
 - Canopy area lighting and Conex box lighting
 - Conex box air conditioning
- Four (4) Ramp Toll Plazas with the following maintenance requirements at each ramp plaza:
 - Toll plaza canopy structure
 - One (1) Conex box
 - Electrical service to canopy and Conex box including canopy lighting, generator, air conditioning and facility lighting
 - Electric generator and automatic transfer switch
 - Canopy area lighting and Conex box lighting
 - Conex box air conditioning

The Fort Bend Westpark Tollway has two (2) Main Lane Toll Plazas with the following structures that are included in the maintenance services under this section of the RFP. These maintenance requirements do not include the electronic toll collection equipment and associated lighting.

- Two (2) Main Lane Toll Plazas with the following maintenance requirements per toll plaza:
 - Four (4) toll plaza gantry structures
 - One (1) concrete equipment building with metal fence
 - Electrical service to toll plaza gantries and equipment building including generator, air conditioning and facility lighting
 - Electric generator and automatic transfer switch
 - Equipment building lighting
 - Equipment building air conditioning

The Contractor shall furnish the necessary manpower and equipment to maintain the toll plaza facilities including replacing lamps/bulbs, repair or replace light fixtures, troubleshoot or repair electrical system including generator system, and troubleshoot or repair equipment building air conditioning system. Any work required under this task that is not listed on Schedule A or B of the Pricing Forms in Exhibit D, shall be reimbursed through the Force Account Work line item in Schedule B of the Pricing Forms and described under task 5.2.8 of Section 5 - Scope of Work of this RFP.

While executing the maintenance services, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Toll plaza facility maintenance services shall be performed in a manner that ensures minimal interference to the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

Routine requests by the Authority for toll plaza facility maintenance shall commence and be completed in accordance with Priority 2 of Section 4.4 - Service Response Prioritization, unless otherwise directed.

Any maintenance activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

The Contractor shall perform all toll plaza facility maintenance tasks in a manner consistent with overall industry best practices, National Electric Code (NEC), ASHRAE standards, and in accordance with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004, Section 600 Lighting, Signing, Markings, and Signals, items 610, 616, 618, 620, 621, 622, 624 and 628.

5.2.6 Roadway Lighting Maintenance

The Contractor shall be required to maintain the roadway lighting along Fort Bend Parkway, Fort Bend Westpark Tollway and Grand Parkway Toll Road. There is currently minimal lighting along Grand Parkway Toll Road. Under current construction of the seven (7) tolling locations along the Grand Parkway, additional under bridge lighting and lighting on the ramps will be added that will fall under the roadway lighting maintenance requirements of this section. Construction is expected to be complete by November of 2013 with a one year warranty period.

The Contractor will be responsible for maintenance of the roadway lighting system including replacing lamps/bulbs, repair or replace light fixtures, repair or replace poles and concrete foundations, repair or replace electrical service and photocell controls, and troubleshooting of the roadway lighting system. Any work required under this task that is not listed on Schedule A or B of the Pricing Forms in Exhibit D, shall be reimbursed through the Force Account Work line item in Schedule B of the Pricing Forms and described under task 5.2.8 of Section 5 - Scope of Work of this RFP.

The Contractor shall furnish the necessary manpower and equipment to perform installation, repairs, replacement and troubleshooting of the roadway lighting system. All materials furnished by the Contractor shall be new, UL-listed, meet NEMA, NEC, AASHTO and TxDOT standards.

While executing the service request, the Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public and all personnel involved in addressing the request for service.

Roadside equipment maintenance services shall be performed in a manner that ensures minimal interference to the traveling public and complies with guidelines established in the TxMUTCD; including highly visible vehicular warning lights and appropriate traffic control measures.

Routine requests by the Authority for repair, replacement, or installation of roadway lighting shall commence and be completed in accordance with Priority 3 of Section 4.4 - Service Response Prioritization, unless otherwise directed.

Any maintenance activity that will require a road closure must be coordinated in advance with the Authority prior to any work commencing.

The Contractor shall perform all roadway lighting maintenance tasks in a manner consistent with 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 June 1, 2004, Section 400 Structures, item 416; Section 600 Lighting, Signing, Markings, and Signals, items 610, 616, 618, 620, 621, 622, 624 and 628.

5.2.7 Skilled Labor Crew

The Contractor shall have available a skilled labor crew for use by the Authority on an on-call basis.

The Contractor shall have the ability to provide a skilled labor crew on an on-call basis with ample notification by the Authority. The purpose of this skilled labor crew will be for unforeseen tasks to support the road and right-of-way maintenance of the Fort Bend Parkway, Fort Bend Westpark Tollway and Grand Parkway Toll Road as described in this RFP.

The skilled labor crew should consist of two field technicians with one lead technician having at least 5 years experience in providing similar roadway maintenance services.

The Skilled Labor Crew hourly rate provided in Exhibit D - Pricing Forms shall include the labor costs for both technicians, vehicle, transportation costs, toll charges, tools, cell phone/radio, overhead, profit, etc.

5.2.8 Force Account Work

Under certain circumstances, the Authority may require the Contractor to perform work not generally anticipated or expected by the Authority under this contract. In those circumstances, the Authority will direct the Contractor to perform the work under a force account. The Contractor will perform the work to the best of their abilities in the most efficient manner possible. The Contractor will be required to maintain cost records of all labor, equipment and other expenses. The Contractor will be allowed a mark-up of 15% on all documented costs. The 15% mark-up covers all overheads and profit. The Authority reserves the right to audit the Contractor's books to verify the actual cost incurred.

6. 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.

6.1 Documentation

6.1.1 Annual Maintenance Calendar

The Annual Maintenance Calendar is a list of all scheduled routine maintenance to be performed throughout the year for each toll road. The Annual Maintenance Calendar will be based on the tasks and quantities indicated per toll road on the Pricing Forms in Exhibit D. The Contractor will update this calendar monthly and submit it with the monthly invoice no later than 15 calendar days after month's end.

The Annual Maintenance Calendar will be submitted by the Contractor for approval by the Authority within 10 calendar days from contract award.

6.1.2 Annual Sign Reflectivity Report

The Annual Sign Reflectivity Report will be submitted once per year by the Contractor. The report will provide an inventory and reflectivity conditions of all signs along the Fort Bend Parkway, Fort Bend Westpark Tollway and Grand Parkway Toll Road. The Contractor will perform a nighttime inspection of all signs to document their reflectivity conditions and generate the annual report. The report will also indicate any signs that need to be replaced due to poor reflectivity. Photographs should also be attached to the report for any signs proposed to be replaced or other proposed maintenance services.

A full inventory of signs will be provided to the awarded Contractor by the Authority for all three toll roads within 10 business days from Notice to Proceed.

A sample Annual Sign Reflectivity Report will be submitted by the Contractor for approval by the Authority within 10 calendar days from contract award.

6.1.3 Biannual Sign and Pavement Markings Report

The Biannual Sign and Pavement Markings Report will be submitted twice per year (every 6 months) by the Contractor. The report will provide an inventory and condition of all signs and pavement markings along Fort Bend Parkway, Fort Bend Westpark Tollway and Grand Parkway Toll Road. The report will also indicate any signs or pavement markings that are missing and/or need to be replaced. Photographs should also be attached to the report for any signs or pavement markings proposed to be replaced or other proposed maintenance services.

A full inventory of signs will be provided to the awarded Contractor by the Authority for all three toll roads within 10 business days from Notice to Proceed.

A sample Biannual Sign and Pavement Markings Report will be submitted by the Contractor for approval by the Authority within 10 calendar days from contract award.

6.1.4 Monthly Invoice

The Contractor will invoice the Authority monthly. 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 Authority within 10 calendars days from contract award.

6.1.5 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 Authority 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.

6.2 Performance Measures

6.2.1 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 4.4 - 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 (30) 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.

6.2.2 Termination of Contract

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 this RFP. 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 (30) calendar days to cure the defaults.

7. PAYMENT

The Contractor will be compensated monthly based on an invoice submitted and work orders completed by the Contractor and approved/closed by the Authority. 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 Authority 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 Authority monthly in conformance with the reporting requirements of Section 6 - 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 an Authority approved and closed Work Order. If the Contractor does not meet an acceptable level of service call response/completion times for a particular month, the Authority will penalize the Contractor on that month's invoice. For additional information on performance measures and penalties, refer to Section 6 - Documentation and Performance Measures.

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: August 14, 2012

To: Purchasing

From: Roy Jorgensen Associates, Inc.

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

Federal ID # or S.S #	52-0850711
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization
Legal Company Name	Roy Jorgensen Associates, Inc.
Remittance Address	3735 Buckeystown Pike
City/State/Zip	Buckeystown, MD 21717
Physical Address	3735 Buckeystown Pike
City/State/Zip	Buckeystown, MD 21717
County	<input type="checkbox"/> Fort Bend County Other: Frederick
Phone Number	(301) 831-1000
Fax Number	(301) 874-2876
Contact Person	Doug G. Stephens
E-mail	doug_stephens@royjorgensen.com
Special Notes	n/a

**Request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return)
Roy Jorgensen Associates, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
P.O. Box 70

City, state, and ZIP code
Buckeystown MD 21717-0070

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
 [] [] [] - [] [] - [] [] [] []

Employer identification number
52 - 0850711

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ **3/28/12**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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 (3) top material providers which have been used within the last three (3) 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: Please see Jorgensen's authorized credit information on the following page.
Company Address: _____
Contact Person/Phone: _____
Account Number: _____
Type of Product Provided to your Company: _____
Number of Years as a Vendor for your Company: _____

2. Company Name: _____
Company Address: _____
Contact Person/Phone: _____
Account Number: _____
Type of Product Provided to your Company: _____
Number of Years as a Vendor for your Company: _____

3. Company Name: _____
Company Address: _____
Contact Person/Phone: _____
Account Number: _____
Type of Product Provided to your Company: _____
Number of Years as a Vendor for your Company: _____

JORGENSEN

Corporate Office

3735 Buckeystown Pike
Post Office Box 70
Buckeystown, Maryland 21717-0070

Phone: (301) 831-1000
Fax: (301) 874-2876

AUTHORIZED CREDIT INFORMATION

BUSINESS ENTITIES

Roy Jorgensen Associates, Inc.

OFFICERS

John S. Jorgensen
Chairman

Douglas W. Selby
President

Charles Henningsgaard
Vice President

BANK REFERENCE

PNC Bank, N.A.
110 Thomas Johnson Drive, Ste. 100
Frederick, Maryland 21702

TRADE REFERENCES

Centerline Supply, Ltd
530 Jesse Street
Grand Prairie, TX 75051-1141
972-647-8300
Fax credit request to:
Brenda Coudle, Credit Department
Fax: 972-660-3584

December 2011
signs and other

Ashley Concrete
217A Camp Wilson Rd, Ste 912
Duncanville, TX 75116
Fax credit request to:
Attn: Peggy Edwards, Accounting
Office: 469-916-3611
Fax: 469-759-7966

June 2011
cement

Redi-Mix Concrete
331 North Main
Euless, TX, 76039
817-835-4100
Fax credit request to:
Becky Johnson, Regional Credit Mgr.
Fax: 817-796-1596, customer no. 1702548

May 2012
concrete

BUSINESS INFORMATION

Established: 1961
Federal I.D. No: 52-0850711
Duns No: 05-5183727

P.O. Box 237
Buckeystown, Maryland 21717

204 Magnolia Avenue
Frederick, Maryland 21701

10 Honeysuckle Court
Damascus, Maryland 20872

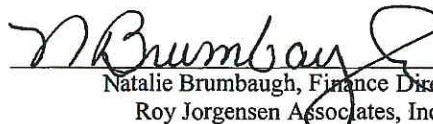
Account No: 5585029986
Contact: Danne M. Anderson
(301) 644-4465
Fax (301) 698-4623 Attn: Credit Reference Dept.

O'Reilly Auto Parts
PO Box 9464
Springfield, MO 65801-9464
Corporate Office: 417-829-5818
Fax credit request to:
Attn: Kim Farrell, Credit Department
Fax: 417-874-7117
Include customer numbers 431939 and 1251773

January 2012
auto parts and highway equip

Crossroads LP
5012 David Strickland Rd.
Fort Worth, TX 76119
Office: 817-634-0044
Please fax credit request to:
Fax: 817-634-0048

July 2011
equipment rentals and
purchases


Natalie Brumbaugh, Finance Director
Roy Jorgensen Associates, Inc.

Date _____

SIMILAR PROJECT REFERENCES

In accordance with Exhibit C, Item 2.c., provide three past project references completed within the last three (3) 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: Roadway Maintenance for the Harris County Toll Road Authority
Year Started/Completed: 2003 to 2010 w/rebid thru 2014 Project Budget: \$60,995,000 (rebid)
Project Description: Routine maintenance, minor repairs and small capital maintenance projects
on over 130 centerline miles of roadway, 700 lane miles, 40 interchanges, and over 224 bridges.
Customer/Agency Name: Harris County Toll Road Authority
Customer Representative: Quinton Alberto Title: Maintenance Manager
Customer Representative Phone No: (832) 601-7867 Email: quinton.alberto@hctra.org

2. Project Name and Location: Asset Management of I-95, I-10, I-295, and 9A in Florida
Year Started/Completed: 2004 to 2011 Project Budget: \$25,482,000
Project Description: Routine maintenance of 170 centerline miles across four counties, over
270 structures, including overpasses; elevated roadway sections and 5 over water bridges.
Customer/Agency Name: Florida Department of Transportation
Customer Representative: Robert S. Kosoy Title: Maintenance Engineer
Customer Representative Phone No: (904) 360-5222 Email: bob.kosoy@dot.state.fl.us

3. Project Name and Location: Roadway and Facility Maintenance
Year Started/Completed: 2002-2010, 2010-2015 Project Budget: \$1,200,000
Project Description: Covers over 500 centerline miles of toll facilities within in the State of Florida.
The main turnpike extends for a length of 299 miles from Wildwood to Miami.
Customer/Agency Name: Florida's Turnpike Enterprise
Customer Representative: Santiago Alvarez Title: Facilities Administrator
Customer Representative Phone No: (954) 975-4855 Email: santiago.alvarez@dot.state.fl.us

EXHIBIT C - QUESTIONNAIRE

Complete the following:

1. General Information

- a. Legal Name of company/organization: Roy Jorgensen Associates, Inc.
- b. Federal ID Number: 52-0850711 DUNS Number: 05-5183727
- c. Type of business entity (corp, partnership, sole proprietorship, etc.): Corporation
- d. Mailing Address: 3735 Buckeystown Pike, Buckeystown, MD 21717
- e. Physical Address (if different): same as above
- f. Place of incorporation (if applicable): Deleware
- g. Project Manager's Name: Doug G. Stephens
- Office Address: 2706 Hardrock Rd., Grand Prairie, TX 75050
 - Office and Facsimile Phone Number: Office: (469) 263-1310 Fax: (469) 263-1311
 - Mobile Phone Number: (281) 415-9582
 - Email Address: doug_stephens@royjorgensen.com
- h. Accounting Representative Name: Cheryl S. Blackwell
- Office Address: 3735 Buckeystown Pike, Buckeystown, MD 21717
 - Phone Number: (301) 831-1000
 - Email Address: cheryl_blackwell@royjorgensen.com
- i. Additional Point of Contact Name/Title: Richard S. Sulzer, Vice President - Director of Operations
- Office Address: 2706 Hardrock Rd., Grand Prairie, TX 75050
 - Phone Number: (469) 263-1310
 - Email Address: rick_sulzer@royjogensen.com

2. Qualifications

- a. Statement regarding financial stability:

Roy Jorgensen Associates, Inc. has Total Assets in excess of \$12,000,000 a net worth in excess of

\$5,000,000 and a single project Bonding Capacity of \$25,000,000.

Include, as an attachment to this section of the proposal, referencing Question 2.a., the balance sheet and most recent income statement as documentation.

Please see Exhibit C Attachment Question 2.a. - Independent Accountant's Report

- 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 (3) years to provide equipment and/or products on projects similar to that described in the specifications of this RFP.

Please see Exhibit B for Jorgensen's Authorized Credit Information.

- c. Number of years experience in developing and conducting roadway maintenance programs similar to that described in the specifications of this RFP: eighteen years (18)

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 (3) years including a summary of the projects, outcome, contact reference, address, email and telephone number.

Please see Exhibit B for Similar Project Reference Sheet and Project Briefs.

- 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.

Please see Exhibit C Attachment Question 2.d. - Organizational Structure and Key Personnel Resumes.

- 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.

Please see Exhibit C Attachment Question 2.e. - Current Operations and Maintenance Contracts

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: Roy Jorgensen Associates, Inc. Percentage of Work: 68%

Scope of Work: Facility maintenance, debris removal, sign maintenance, traffic control, lighting maintenance

Subcontractor #1: Mr. Dirt of Texas Percentage of Work: 17%

Office Address: 623 E. Pasadena Freeway, Pasadena, TX 77506

Scope of Work: Roadway Sweeping

Subcontractor #2: Cleanserve Inc. Percentage of Work: 8%

Office Address: 3808 Knapp Rd. Pearland, TX 77581

Scope of Work: Storm Sewer - Box Culvert Cleaning

Subcontractor #3: Interstate Barricades Percentage of Work: 7%

Office Address: 8219 County Road 127, Pearland, TX 77581

Scope of Work: Pavement Markings

Total Percent of Work: 100%

4. Intention

- a. 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.

Please see Exhibit C Attachment Question 4.a. - Jorgensen Advantage

- 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.

Please see Exhibit C Attachment Question 4.b. - Annual Maintenance Operation Plan

- 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.

Please see Exhibit C Attachment Question 4.c. - Emergency Management Plan

5. Safety and Health History

- a. Do you hold safety/accident prevention meetings for employees? How often? _____

Yes, safety meetings are held on a weekly, quarterly, and yearly basis. Daily safety discussions are also

incorporated into production meetings in order to discuss the day's operations and work plan.

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

Jorgensen has implemented a safety plan and training program that was developed by our Divisional

Safety Director Colleen Dalton. Please see Appendix B for our Safety Plan.

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

Description	2009	2010	2011
Number of lost work day cases	7	3	11
Number of cases with medical attention only	7	11	13
Number of fatalities	0	0	0
Contractor's Interstate Experience Modification Rate (EMR)	1.37	1.28	1.22
Number of hours worked	783733	832943	720668

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? Jorgensen agrees and will comply with the Sample Service Agreement.

Objections/Exceptions: n/a

EXHIBIT B

EXHIBIT D - PRICING FORMS

The following pricing forms are separated into the following bids and schedules. The Contractor must submit complete pricing for Schedule A and Schedule B for both Base Bid and Supplemental Bid in order for the proposal to be considered complete and responsive. Any proposal that does not include pricing for both the Base Bid and Supplemental Bid including both Schedules A and B, will be considered unresponsive and rejected by the Authority.

- **Base Bid - Schedule A - Routine/Scheduled Pricing:**
 - Fort Bend Parkway
 - Fort Bend Westpark Tollway
- **Base Bid - Schedule B - Nonscheduled Pricing:**
 - Fort Bend Parkway
 - Fort Bend Westpark Tollway
- **Supplemental Bid - Schedule A - Routine/Scheduled Pricing:**
 - Grand Parkway Toll Road
- **Supplemental Bid - Schedule B - Nonscheduled Pricing:**
 - Grand Parkway Toll Road

Contractor must complete open boxes to the right of the "Estimated Quantities" column and fill in all "Total" 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.

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.

Contract Period:

Pricing provided on these forms shall be valid for the entire two (2) year contract period with an expected start date of October 1, 2012 and an expected completion date of September 30, 2014.

Renewal:

The Authority may request to renew the original contract, as amended from time to time, 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 (1) year increments, not to exceed three (3) years for the entire contract. Contract renewals will not be automatic but will

only be requested if in the sole opinion of the Authority the Contractor is performing as expected and within the requirements set forth in Section 6 - Documentation and Performance Measures.

Company Owned Equipment Rates:

Complete the table below or include, as an attachment to the Pricing Forms, a current price list for company owned equipment. Prices should be inclusive of fuel, oil, grease, safety equipment and all other operating expenses. The price should also include an experienced operator that has the required certifications and/or licenses to operate the equipment. The rate for each piece of equipment should be stated in hourly, daily, and weekly formats.

Equipment Description	Hourly Rate	Daily Rate	Weekly Rate
Chevy 2500 (Debris)	\$31.74	\$253.92	\$1,269.60
Chevy 2500 Crew Cab (Drains/Scupper)(Paint)	\$33.96	\$271.68	\$1,358.40
Chevy 3500 Crew Cab (Skill Crew)	\$41.83	\$334.64	\$1,673.20
Intl Crash Truck	\$31.98	\$255.84	\$1,279.20
Arrowboard	\$15.00	\$120.00	\$600.00
Electronic Message Board	\$12.50	\$100.00	\$500.00
Case Backhoe	\$41.25	\$330.00	\$1,650.00
Cat Skidsteer	\$31.25	\$250.00	\$1,250.00
Guardrail Trailer	\$5.62	\$44.96	\$224.80
Auger Attachment	\$13.12	\$104.96	\$524.80
Rivet Buster	\$4.37	\$34.96	\$174.80
Jackhammer	\$5.25	\$42.00	\$210.00
Air Compressor	\$21.87	\$174.96	\$874.80
Gooseneck Trailer	\$5.62	\$44.96	\$224.80
Bucket Truck	\$34.36	\$274.88	\$1,374.40

Supplemental Bid - Schedule A Pricing Form

Grand Parkway Toll Road:

RFP SECTION	TXDOT SPEC NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
5.1.1		Road Inspection Services	Daily	730	27.40	20,002.00
5.1.1	792-9001	Nighttime Inspection and Submittal of Annual Sign Reflectivity Report	Cycle	2	2,500.00	5,000.00
5.1.1	792-9002/3	Inspection & Inventory of Signs and Pavement Markings and Submittal of Biannual Report	Cycle	4	1,250.00	5,000.00
5.1.2	735-9002	Clean / Sweep Road	Cycle	8	5,850.00	46,800.00
5.1.2	738-9001	Clean / Sweep Road - Spot	Mile	12	495.00	5,940.00
5.1.2	740-9001	Remove Graffiti - Blasting	SF	400	4.40	1,760.00
5.1.2	740-902	Remove Graffiti - Chemical	SF	400	2.75	1,100.00
5.1.2	740-0903	Remove Graffiti - Painting	SF	400	5.25	2,100.00
5.1.3	734-9001	Remove and Dispose of Litter/Debris	Cycle	20	1,395.00	27,900.00
5.1.3	734-9002	Remove and Dispose of Litter - Spot	Mile	24	495.00	11,880.00
5.1.3	735-9001	Remove and Dispose of Debris - Spot	Mile	24	495.00	11,880.00
5.1.4	764-9001/2	Storm Sewer & Drain/Inlet Cleaning	EA	100	45.00	4,500.00
5.1.4	764-9001/2	Storm Sewer & Drain/Inlet Cleaning - Spot	Mile	12	100.00	1,200.00
5.1.4	764-9003	Clean Manholes	EA	50	110.00	5,500.00
5.1.4	764-9003	Clean Storm Sewer - Box Culvert <6 SF	LF	600	8.80	5,280.00
5.1.4	764-9004	Clean Storm Sewer - Box Culvert 12<24 SF	LF	600	11.00	6,600.00
5.1.4	764-9005	Clean Storm Sewer - Box Culvert 24<48 SF	LF	600	13.20	7,920.00
5.1.4	764-9006	Clean Storm Sewer - Box Culvert 6<12 SF	LF	600	9.90	5,940.00
5.1.4	764-9007	Clean Storm Sewer 18"	LF	600	2.20	1,320.00
5.1.4	764-9008	Clean Storm Sewer 24"	LF	600	2.75	1,650.00
5.1.4	764-9009	Clean Storm Sewer 30"	LF	600	2.75	1,650.00
5.1.4	764-9010	Clean Storm Sewer 36"	LF	600	3.30	1,980.00
5.1.4	764-9011	Clean Storm Sewer 42"	LF	600	3.85	2,310.00
5.1.4	764-9012	Clean Storm Sewer 48"	LF	600	4.40	2,640.00
5.1.4	764-9013	Clean Storm Sewer 54"	LF	600	5.50	3,300.00
5.1.4	764-9014	Clean Storm Sewer 60"	LF	600	6.05	3,630.00
5.1.4	764-9015	Clean Storm Sewer 66"	LF	600	6.60	3,960.00
5.1.4	764-9016	Clean Storm Sewer 72"	LF	600	7.70	4,620.00
5.1.7	795-9001	Lane Closure - Scheduled	EA	12	985.00	11,820.00
5.1.7	795-9002	Lane Closure - Extension	EA	8	100.00	800.00
5.1.7	795-9003	Lane Closure - Scheduled After Hours	EA	4	1,050.00	4,200.00
5.1.7	795-9004	Lane Closure - Emergency	EA	4	1,100.00	4,400.00

Supplemental Bid, Sched 224,582.00

Supplemental Bid - Schedule B Pricing Form

Grand Parkway Toll Road:

RFP SECTION	TXDOT SPEC or MUTCD CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
5.2.1	361-9001	Repair Concrete - Full Depth 10"	SY	750	220.00	165,000.00
5.2.1	432-9001	Place Rip-Rap Mow Strip (5 inch)	CY	20	215.00	4,300.00
5.2.1	512-9001	Furnish & Install Concrete Traffic Barrier (CTB)	LF	240	50.00	12,000.00
5.2.1	512-9002	Move Portable CTB	LF	240	18.95	4,548.00
5.2.1	529-9001	Repair Concrete Curb	LF	1,000	35.00	35,000.00
5.2.1	720-9001	Repair Spall - Hydraulic Cement Concrete	CF	250	45.00	11,250.00
5.2.1	720-9002	Repair Spall - Polymeric Patching	LB	10,000	3.00	30,000.00
5.2.2	D3-1	Replace Guide Sign - Street Name	EA	11	38.00	418.00
5.2.2	D3-2	Replace Guide Sign - Advance Street Name	EA	3	114.00	342.00
5.2.2	M1-4	Replace Route Marker - US Route Sign	EA	2	85.50	171.00
5.2.2	M1-5	Replace Route Marker - State Route Marker	EA	8	59.38	475.00
5.2.2	M3-1	Replace Route Marker - Cardinal Direction Marker	EA	4	38.00	152.00
5.2.2	M3-3	Replace Route Marker - Cardinal Direction Marker	EA	4	57.00	228.00
5.2.2	M6-1 L/R	Replace Route Marker - Directional Arrow Side	EA	4	47.50	190.00
5.2.2	M6-3	Replace Route Marker - Directional Arrow Straight	EA	2	47.50	95.00
5.2.2	R1-1	Replace Regulatory Sign - Stop	EA	2	201.60	403.20
5.2.2	R1-2	Replace Regulatory Sign - Yield	EA	2	100.80	201.60
5.2.2	R2-1	Replace Regulatory Sign - Speed Limit	EA	4	252.00	1,008.00
5.2.2	R3-5u	Replace Regulatory Sign - Left Lane U-Turn	EA	2	94.50	189.00
5.2.2	R3-7/8	Replace Regulatory Sign - Lane Use Control	EA	11	189.00	2,079.00
5.2.2	R5-1	Replace Regulatory Sign - Do Not Enter	EA	9	201.60	1,814.40
5.2.2	R5-1a	Replace Regulatory Sign - Wrong Way	EA	9	151.20	1,360.80
5.2.2	R6-1 L/R	Replace Regulatory Sign - One Way - Left/Right	EA	8	58.92	471.36
5.2.2	R7-1 a/b	Replace Regulatory Sign - No Parking - Right/Left Arrow	EA	3	18.90	56.70
5.2.2	R7-3a	Replace Regulatory Sign - No Parking - Double Arrow	EA	2	18.90	37.80
5.2.2	W1-8L	Replace Warning Sign - Chevron - Left	EA	5	151.20	756.00
5.2.2	W3-3	Replace Warning Sign - Signal Ahead	EA	6	201.60	1,209.60
5.2.2	D3-1	Install Sign Assembly for Guide Sign - Street Name	EA	8	403.20	3,225.60
5.2.2	D3-2	Install Sign Assembly for Guide Sign - Advance Street Name	EA	2	450.00	900.00
5.2.2	M1-4	Install Sign Assembly for Route Marker - US Route Sign	EA	2	330.00	660.00
5.2.2	M1-5	Install Sign Assembly for Route Marker - State Route Marker	EA	6	330.00	1,980.00
5.2.2	M3-1	Install Sign Assembly for Route Marker - Cardinal Direction Marker	EA	3	330.00	990.00
5.2.2	M3-3	Install Sign Assembly for Route Marker - Cardinal Direction Marker	EA	3	330.00	990.00
5.2.2	M6-1 L/R	Install Sign Assembly for Route Marker - Directional Arrow Side	EA	3	330.00	990.00
5.2.2	M6-3	Install Sign Assembly for Route Marker - Directional Arrow Straight	EA	1	330.00	330.00
5.2.2	R1-1	Install Sign Assembly for Regulatory Sign - Stop	EA	2	360.00	720.00
5.2.2	R1-2	Install Sign Assembly for Regulatory Sign - Yield	EA	2	360.00	720.00
5.2.2	R2-1	Install Sign Assembly for Regulatory Sign - Speed Limit	EA	3	450.00	1,350.00
5.2.2	R3-5u	Install Sign Assembly for Regulatory Sign - Left Lane U-Turn	EA	2	330.00	660.00
5.2.2	R3-7/8	Install Sign Assembly for Regulatory Sign - Lane Use Control	EA	7	330.00	2,310.00
5.2.2	R5-1	Install Sign Assembly for Regulatory Sign - Do Not Enter	EA	6	330.00	1,980.00
5.2.2	R5-1a	Install Sign Assembly for Regulatory Sign - Wrong Way	EA	6	360.00	2,160.00
5.2.2	R6-1 L/R	Install Sign Assembly for Regulatory Sign - One Way - Left/Right	EA	6	330.00	1,980.00
5.2.2	R7-1 a/b	Install Sign Assembly for Regulatory Sign - No Parking - Right/Left Arrow	EA	2	330.00	660.00
5.2.2	R7-3a	Install Sign Assembly for Regulatory Sign - No Parking - Double Arrow	EA	1	330.00	330.00

Supplemental Bid - Schedule B Pricing Form

Grand Parkway Toll Road (continued):

RFP SECTION	TXDOT SPEC or MUTCD CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
5.2.2	W1-8L	Install Sign Assembly for Warning Sign - Chevron - Left	EA	3	330.00	990.00
5.2.2	W3-3	Install Sign Assembly for Warning Sign - Signal Ahead	EA	4	360.00	1,440.00
5.2.2	644-9001	Replace Sign Support 10 BWG	EA	20	496.00	9,920.00
5.2.2	644-9002	Replace Sign Support SCH 80	EA	20	545.60	10,912.00
5.2.2	644-9003	Repair Small Road Side Sign Assembly	EA	20	550.00	11,000.00
5.2.3	666-9001	Install Reflectorized Type I - 12" Solid	LF	100	8.75	875.00
5.2.3	666-9002	Install Reflectorized Type I - 24" Solid	LF	100	17.50	1,750.00
5.2.3	666-9003	Install Reflectorized Type I - 4" Solid	LF	1,500	1.75	2,625.00
5.2.3	666-9004	Install Reflectorized Type I - 4" Broken	LF	1,500	2.50	3,750.00
5.2.3	666-9005	Install Reflectorized Type I - 6" Broken	LF	1,000	2.50	2,500.00
5.2.3	666-9006	Install Reflectorized Type I - 6" Solid	LF	1,000	2.50	2,500.00
5.2.3	666-9007	Install Reflectorized Type I - 8" Solid	LF	250	3.00	750.00
5.2.3	672-9001	Install Reflectorized Type II-A-A	EA	50	7.50	375.00
5.2.3	672-9002	Install Reflectorized Type II-C-R	EA	50	12.50	625.00
5.2.3	677-9001	Eliminate Pavement Markings - 12"	LF	100	6.25	625.00
5.2.3	677-9002	Eliminate Pavement Markings - 24"	LF	100	8.75	875.00
5.2.3	677-9003	Eliminate Pavement Markings - 4"	LF	250	1.88	468.75
5.2.3	677-9004	Eliminate Pavement Markings - 6"	LF	100	2.50	250.00
5.2.3	677-9005	Eliminate Pavement Markings - 8"	LF	100	2.50	250.00
5.2.3	678-9001	Prepare Surface for 12" Pavement Markings	LF	100	1.25	125.00
5.2.3	678-9002	Prepare Surface for 24" Pavement Markings	LF	100	1.25	125.00
5.2.3	678-9003	Prepare Surface for 4" Pavement Markings	LF	1,000	0.63	625.00
5.2.3	678-9004	Prepare Surface for 6" Pavement Markings	LF	1,000	0.94	937.50
5.2.3	678-9005	Prepare Surface for 8" Pavement Markings	LF	250	1.00	250.00
5.2.4	770-9001	Realign Post	EA	10	9.65	96.50
5.2.4	770-9002	Remove & Replace Post w/ Concrete Foundation	EA	30	48.50	1,455.00
5.2.4	770-9003	Remove & Replace Post w/o Concrete Foundation	EA	30	59.60	1,788.00
5.2.4	770-9004	Remove & Replace Terminal Anchor Post	EA	30	9.85	295.50
5.2.4	770-9005	Remove & Reset SGT Impact Head	EA	2	895.00	1,790.00
5.2.4	770-9006	Remove Guardrail End Treatment & Replace w/ SGT	EA	2	1,813.00	3,626.00
5.2.4	770-9007	Remove Metal Beam Guard Fence	LF	100	10.00	1,000.00
5.2.4	770-9008	Remove Terminal Anchor Section	EA	2	85.00	170.00
5.2.4	770-9009	Repair Terminal Anchor Post	EA	30	68.00	2,040.00
5.2.4	770-9010	Repair Rail Element - Thrie-Beam	LF	50	24.95	1,247.50
5.2.4	770-9011	Repair Rail Element - Transition	LF	50	21.50	1,075.00
5.2.4	770-912	Repair Rail Element - W-Beam	LF	50	14.58	729.00
5.2.4	770-0913	Replace SGT Cable Anchor	EA	2	395.00	790.00
5.2.4	770-9014	Replace SGT Impact Head	EA	2	789.00	1,578.00
5.2.4	770-9015	Replace SGT Strut	EA	2	149.00	298.00
5.2.4	770-9016	Replace SGT Cable Assembly	EA	2	345.00	690.00
5.2.4	770-9017	Replace Single Guardrail Terminal Post	EA	30	14.35	430.50
5.2.4	770-9018	Replace Single Guardrail Terminal Rail	LF	50	28.95	1,447.50
5.2.4	774-9001	Repair REACT (cylinders)	EA	20	2,800.00	56,000.00
5.2.4	776-9001	Repair Concrete Parapet w/Aluminum Post/Rail T-4	LF	100	74.00	7,400.00
5.2.4	776-9002	Repair Metal Post w/ Base Plate T-6 Rail	EA	15	14.65	219.75

Supplemental Bid - Schedule B Pricing Form

Grand Parkway Toll Road (continued):

RFP SECTION	TXDOT SPEC NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
5.2.4	776-9003	Repair Metal Post w/Base Plate T-4 (A) Rail	EA	15	14.65	219.75
5.2.4	776-9004	Repair Metal Post w/Doubled W-Beam T-6	LF	100	14.65	1,465.00
5.2.4	776-9005	Repair Steel Post w/ Base Plate	EA	10	150.00	1,500.00
5.2.7		Skilled Labor Crew	Hour	60	215.00	12,900.00
5.2.8		Force Account Work	EA	1	Cost Plus 15% Mark-up	

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